SPECIFICATION FOR IN-WORK SUPPORT SERVICE

CONTRACT REFERENCE NO. C151/2022/2023

Part 1: GENERAL

Part 2: SERVICE SPECIFICATION

Part 3: SOCIAL INCLUSION AND ECONOMIC SUSTAINABILITY

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PART 1: GENERAL

Please refer to the Welsh Government Procurement Privacy Notice at: https://gov.wales/welsh-government-procurement-privacy-notice to find out how we use and protect your information within the Welsh Government when you quote or tender for a Welsh Government contract through a procurement process. The Procurement Privacy Notice makes sure we continue to comply with privacy law and regulation, it includes information on your rights and information we hold about you and the legal grounds for how we use your information.

1. BACKGROUND

1.1. Building on the success and lessons from the European funded In-Work Support Service 2015-2022, the Welsh Government on behalf of the Welsh Ministers, from hereon in referred to as the Client, is expanding a successor In-work Support Service (IWS) across Wales for people with both physical and mental ill-health conditions. The service is funded by the Welsh Government's Health and Social Services Group (HSS). The primary objective of the IWS is to provide therapeutical support to help Participants absent from work or at risk of becoming absent due to their ill-health to remain in or return to employment.

1.2. The In-Work Support Service will deliver against a number of Welsh Government strategic commitments in respect to increasing employability support for people recovering from or living with mental and physical ill-health through a range of measures. This is set out in a range of Welsh Government key strategies including:

a) Welsh Government Programme for Government 2021-2026: Sets out the Government's commitments in this Senedd term including:-

- Prioritising investment in mental health.

b) Stronger, Fairer, Greener Wales – A Plan for Employability and Skills – sets out how the Welsh Government aims to address key labour market challenges and future trends. The delivery priorities are:-

- Young people realising their potential;
- Tackling economic inequality;
- Championing Fair Work for All;
- Supporting people with a long-term health condition into work; and
- Nurturing a learning for life culture.

Annual Report Template (gov.wales)

c) Together for Mental Health Delivery Plan 2019-2022. The Plan (link below) details how the mental health and wellbeing of the population will be improved. It has been updated to account for the Covid pandemic. The key priority linked to the delivery of the OoWS is Priority 1: To improve mental health and wellbeing and reduce inequalities through a focus on strengthening protective factors.

Mental health delivery plan 2019 to 2022 | GOV.WALES

1.3 Please be minded that as the COVID-19 situation continues there could be an impact on the award of this contract in terms of potential delays or even non-award. Although not anticipated, the Client may also need to change elements of the scope of work, including the scale. Any potential change or impact will be discussed and agreed with the contractor at the earliest opportunity.

2. AIMS AND OBJECTIVES

2.1 The primary aims of the service are:-

- Prevent job loss due to work-limiting health conditions by providing rapid access to early, work-focussed interventions that help employees in Wales on, a sickness absence to return to work sooner than would be possible without the intervention or in the case of presentees, to remain in work; and

- Provide support to employees in Wales predominantly from Small & Medium-sized Enterprises (SMEs) in the private and third sector, who generally lack access to occupational health (OH) services. Sickness absentee and presentee participation rate of at least 75% from the private and third sector, is aimed for from the service.

- Support will also be available to SME managers and employees in Wales to help improve workplace health and wellbeing.

In-Work Support Service
Table: Key Outputs

Participants	Outputs
65% presentees	75% of presentees have an improvement in their health condition within 4 weeks of completing support.
35% absentees	50% of absentees return to work within 4 weeks of completing support.
Between 25-50 Enterprises supported per Lot.	50% of enterprises adopt positive changes in Health and Well-Being practices, policies or guidance.

3. DEFINITIONS

Term	Definition
Absentee	means participant on the project that is absent from work due to mild to moderate physical and mental health and wellbeing issues;
Bidder	means the individual, organisation or business which submits a bid for provision of the Services;
Client	means the Welsh Ministers;
Enterprises	means Micro, Small and Medium sized Enterprises
IWS	means the In-Work Support Service;
Presentee	means participant on the project that is attending work, but is at risk of a sickness absence due to a mild to moderate physical or mental health and well-being issue;
Services	means the services specified in this Specification;
Specification	means this specification;

PART 2: SERVICE SPECIFICATION

4. SCOPE OF REQUIREMENT

4.1 The Client requires therapists to deliver therapeutical support to participants at their bases or at suitably assessed community venues near to the home of the participant such as leisure centres, community centres, GP practices, church halls. Telephone or remotely delivered provision e.g. using Microsoft Teams will only be acceptable where participants are unable to travel to meet with their therapists.

4.2 Support will be provided to micro, small and medium sized enterprises to help employers improve workplace health and wellbeing procedures and guidance.

4.3 The Client will be looking to award a single contract to deliver In-Work Support in each Lot area for up to the following values for a 2 year contract term up to March 2025:

Lots:	Provision of IWS over 24 months of delivery
1. North Wales	£2,049,245
2. Gwent	£1,726,044
3. Dyfed	£1,106,446
4. Swansea Bay	£1,160,111
5. Cwm Taf	£1,300,076
6. Powys	£385,949
7. Cardiff and Vale	£1,580,129
TOTAL	£9,308,000

5. ESSENTIAL REQUIREMENTS

Successful Bidders will be required to market/promote the contract service with stakeholders e.g., GPs and employers to obtain the referrals (including self-referrals) in order meet the targeted number of participants and businesses to support as detailed at section 7.1.

Successful Bidders will be required to conduct an initial holistic assessment of the participant's needs and eligibility following receipt of the referral at a face-to-face appointment in a safe, supportive non-medicalised setting.

The service is aimed at supporting people in Wales aged 16 and over who are either i) absent from work or ii) at risk of becoming absent from work due to mental or physical ill-health.

Interventions that are required to be delivered by Successful bidders will be work-focussed, aimed at supporting an early return to work in the case of absentees, and for enhancing both absentees' and presentees' capacity to self-manage their health condition. It is a requirement that participants be referred to a therapist within 5 working days of confirmation of their registration and eligibility. They will address a range of common musculoskeletal and mental health conditions, and will include:

- Physiotherapy and osteopathy
- Chiropody and podiatry.
- Evidence-based psychological therapy, including cognitive behavioural therapy and counselling.
- Pain and stress management, and condition management.

In-Work Support Service
Interventions are intended to be short and focussed, usually consisting of a maximum of six sessions. Additional sessions can be provided exceptionally where it is felt it would benefit the participant towards their recovery.

To be eligible for support, participants must be resident in Wales, 16 years old or over, be employed or self-employed and either i) absent from work or ii) at risk of becoming absent from work due to mental or physical ill-health. People with more serious long-term conditions or chronic conditions would be expected to be referred back to their GP.

In addition to the individual therapies, occasional group-based therapies either as an alternative or as a follow up to individual therapies can be provided.

Expected Interventions should include:

Physiotherapy:

- Initial assessment;
- Collaborative Action Plan to support identified health/work goals;
- Advice and education regarding injury/condition to bring about the best possible outcomes for a return to work/ability to remain in work;
- Face to face assessment and treatment where appropriate;
- Work place assessments - this includes desk based assessment, and task analysis
- Recommendations regarding any adjustments required in the work setting to help individuals either remain or return to work following muscle and joint pain. This is shared with the individual and their manager, providing consent is obtained; and
- Health promotion sessions and delivery of educational sessions to the workforce on various topics including advice for those in sedentary work.

Occupational Therapy:

- Assessment of mild-moderate mental health problems and impact on ability to undertake work;
- Collaborative Action Plan to support identified health/work goals;
- Self-management advice and education relating to mental health condition management with related supportive resources;
- Bespoke interventions including managing anxiety in work, assertiveness, managing unhelpful thinking, work/life balance, recognising and managing stress;
- Signposting to related on-line resources; and
- Recommendations and suggested adjustments to enable a sustained return to work.

Business Support:

- Providing a package of support about workplace wellbeing to help Businesses in Wales (micro, small and medium enterprises) to create healthier workplaces by making improvements in health and wellbeing practices, policies or guidance; and
- Bespoke support may also be developed working with individual Businesses.

Collaboration

In-Work Support Service

- Successful bidders will be required to collaborate with other organisations to enable cohesive and comprehensive delivery of support for the target group, including access to support outside of the IWS and ability to secure ongoing and complementary support for Clients where required.

Monitoring and Reporting

- Successful bidders will be required to maintain information and records management, finance systems and claims mechanisms for monitoring and reporting.

- Successful bidders will be required to submit reports to the Client showing progress against milestones and service outputs, reasons for deviations, and supporting evidence including participant records and financial evidence. The format of the required reports will be provided by the Client and will be agreed with the successful Bidder at inception and during the life of the contract.

- The successful Bidders will be required to attend regular meetings (mainly virtually) with the Client to review progress delivering the service. The regularity will be agreed with the Successful bidders at the inception meeting.

6. FUNCTIONAL/TECHNICAL REQUIREMENTS

6.1. This Contract will consist of 7 (seven) Lots as follows and subject to availability of funding can be for a maximum term of up to four years starting in April 2023. The initial contract term will be for 2 years.

Lot number and name:
1. North Wales
2. Gwent
3. Dyfed
4. Swansea Bay
5. Cwm Taf
6. Powys
7. Cardiff and Vale

6.2. The geographical coverage of individual Lots is set out at **Annex 1**.

6.3. For information purposes, the potential value over 4 years, which includes the initial 2-year contract term and the optional 2 year contract extension, is anticipated to be up to the following amounts for each Lot based on current forecasts and excluding VAT:

Lots:	Total maximum value (for potential maximum 4 year period)
1. North Wales	£4,500,000
2. Gwent	£3,800,000
3. Dyfed	£2,450,000
4. Swansea Bay	£2,550,000
5. Cwm Taf	£2,900,000
6. Powys	£850,000
7. Cardiff and Vale	£3,500,000
TOTAL	£20,450,000

6.4. Bidders are entitled to bid for a single Lot, multiple Lots or all Lots. Where Bidders are interested in bidding for more than one Lot, individual bids for each Lot must be submitted. The highest scoring bidder for each Lot will be appointed - one bidder will be appointed per Lot.

6.5. The successful supplier delivering the contract on each Lot will be expected to work with the Suppliers on all the other Lots and also with any other advisors appointed by the Client.

6.6. If so requested, employees from the Supplier will be expected to be available to brief the Client's officials in person. In some instances, this will be at short notice.

6.7. The Services required are the provision of a full range of support services as described in Section 5 on behalf of the Client. Suppliers will invoice the Client for services rendered. The Client may require the nature of the Services provided under the Contract to change during the term of the Contract Agreement. This includes, but is not limited to, changes in eligibility requirements or reporting requirements.

7. SERVICE OUTPUTS/OUTCOMES

7.1 The target number of participants to be supported in each Lot for the 2 year contract term are.

Lot	Area	Target No of Participants to be supported between April 23 and March 2025
1	North Wales	1,423
2	Gwent	1,199
3	Dyfed	768
4	Swansea Bay	806
5	Cwm Taf	903
6	Powys	268
7	Cardiff and Vale	1,097

Participant	As a share of total participants in Lot
Presentee: Employed or self-employed with a mild to moderate mental or physical health condition and still attending work	65%
Absentee: Employed or self-employed with a mild to moderate mental or physical health condition and on a sickness absence from work	35%

Contract level delivery profile

Delivery period:	As a share of total participants in Lot
2023 – 24	55%
2024 – 25	45%

The Participant Outcomes below are to be achieved and are applicable to each Lot.

Participant Outcome	Target
Absentees returning to work within 4 weeks of leaving	50%
Presentees - Helped to improve the health condition within 4 weeks of leaving	75%
All Participants in employment six months after leaving	65%

Business support

Successful Bidders will also be expected to provide training support for up to 50 Micro, Small and Medium Enterprises in each Lot over the 2 year contract period.

The Business Support Outcome below is to be achieved and is applicable to each Lot.

Business Support Outcome	Target
Support Business to make improvements in workplace health and wellbeing practices, policies or guidance.	50%

8. INTELLECTUAL PROPERTY RIGHTS ("IPR")

8.1. The use of any and all intellectual property rights developed under or utilised in relation to the Contract is governed by Condition 19 (Intellectual Property) of the Welsh Government's Standard Conditions of Contract for Services.

8.2. If any Bidder intends using any pre-existing intellectual property rights that it owns to deliver the Services, that Bidder must provide a list describing the intellectual property rights to be used.

8.3. If in delivering the Services the Bidder intends to use any intellectual property rights belonging to any third party it must provide details of such third party intellectual property rights; together with confirmation that the Bidder has (or will have) the appropriate permissions and licences to use such third party intellectual property rights for the purposes set out in the Specification. Evidence of such permissions and licences (or assurance that such permissions and licences will be provided) must be provided to the Client on request.

9. PERSONAL DATA

In-Work Support Service

9.1. Provision of the Services will require the processing of personal data on behalf of the Client. The Client will be the Data Controller and the table below provides details of the permitted processing to be undertaken in provision of the Services.

9.2. The successful Bidder shall comply with any further written instructions from the Client with respect of processing on behalf of the Client. Any such further instructions shall be incorporated into the table:

Description	Detail
Legal Basis for Processing	The Welsh Ministers have broad powers in relation to the health service under the National Health Service (Wales) Act 2006 ("2006 Act"). Section 1 of the 2006 Act provides that the Welsh Ministers must continue the promotion in Wales of a comprehensive health service designed to secure improvement – in the physical and mental health of the people of Wales, and in the prevention, diagnosis and treatment of illness. Section 2 of the 2006 Act provides that the Welsh Ministers may do anything which is calculated to facilitate to secure improvement in the physical and mental health of the people of Wales, and in the prevention, diagnosis and treatment of illness. The IWS falls within the scope of these powers, as it aims to support people in Wales who are struggling to remain in work, due to mental or physical ill-health, and helps them to remain employed / self-employed. Support is also provided to enterprises to help improve workplace wellbeing for employees. Section 60 of the Government of Wales Act 2006 enables Welsh Ministers to do anything they consider appropriate for the promotion or improvement of the social well-being of Wales. **UKGDPR Article 6** Lawfulness of processing. Processing shall be lawful only if and to the extent that at least one of the following applies: (a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes; **UKGDPR Article 9** Welsh Government will be data controller for the information provided. We will process it on the basis of our public task and the official authority vested in us and, where it amounts to special category data, in the substantial public interest. The Article 9(g)/substantial public interest condition has been referenced in relation to HSS processing only.
Subject Matter Of The Processing	To manage and administer the In-Work Support Service.

	The service is funded by the Welsh Government's Health and Social Services Group (HSS). The primary objective of the In-Work Support Service is to support participants with mental and physical health conditions to help them remain in employment / self-employment and to help those on a sickness absence to return to work more quickly. Support is also provided to enterprises to help improve workplace wellbeing for employees.
Duration of the Processing	Start Date – April 2023 End Date – March 2025
Location of Processing	The data will be processed within Wales. The In-Work Support Service (IWS) Project covers the whole of Wales: Lot 1 – North Wales Lot 2 – Gwent Lot 3 – Dyfed Lot 4 – Swansea Bay Lot 5 – Cwm Taf Lot 6 – Powys Lot 7 – Cardiff and Vale The data must be processed within the European Economic Area. The name of the Country in which the data will be physically stored must be given. If Cloud storage is employed the location of the physical servers used by the cloud service provider must be given.
Nature of the Processing	Collection of participant and enterprise information via IWS databases for invoicing purposes and monitoring of participant and enterprise data and Outcomes. Participant and enterprise Data collected is used to provide IWS Board with regular updates on progress.
Purposes of the Processing	To manage and administer the In-Work Support Project.
Type of Personal Data to be Processed	Name Address E-mail Addresses Telephone Number Date of Birth National Insurance Number Passport Driving Licence Birth Certificate Marriage Certificate DWP/JCP Letters

	GP and NHS communications/prescriptions Bank statement Utility Bills Pay Slip Health condition Or any other type of data permissible to show eligibility.
Categories of Data Subjects	Participants and Enterprise owners / employees.
Plan for the return and/or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Information processed or collected must be returned to the Welsh Government within six (6) weeks of the end of the Contract. This includes any information stored on servers, mobile devices or other storage media including CDs or DVDs, other removable media, paper (hard copy) or hard drives. In the case of electronic information, Contractors must confirm in writing that this information has been destroyed, and in the case of non-electronic records obtain confirmation of receipt in writing from the Welsh Government.

9.3 The Successful Bidder, whether or not it has fewer than 250 staff will be required to maintain complete and accurate records and information to demonstrate its compliance with the UK GDPR and the applicable Welsh Government Standard Conditions for Services.

10. TIMESCALES

10.1 The successful Bidder(s) will be required to provide the Services in accordance with the following timetable:

Contract start date	April 2023
Contract inception meeting	April 2023

10.2 Any variation to these dates must be agreed in writing by the Client and the successful Bidder in accordance with the Welsh Government's Standard Conditions of Contract for Services.

10.3 **Duration of the Contract for each Lot:**

Start Date: April 2023

Length of Contract: 24 Months

End date: 31 March 2025

10.4 Extension: An additional 24 months to 31 March 2027. The client retains the right to extend the contract(s) for a further 24 months depending on availability of budget and supplier performance. Contingent on satisfactory supplier performance and budget availability the client retains the right to invoke an option to extend for a final 24 month period.

10.5 The Contract(s) can only be extended in accordance with Condition 3 (Commencement and Duration) of the Welsh Government's Standard Conditions of Contract for Services.

10.6 Any variation to these dates must be agreed in writing by the Client and the successful Bidder in accordance with the Welsh Government's Standard Conditions of Contract for Services.

11. WELSH LANGUAGE REQUIREMENTS

Welsh Language Standards

11.1.1 The Welsh Government is committed to the principle of treating the Welsh and English Languages on a basis of equality. The Welsh Language (Wales) Measure 2011 (the "Measure") makes provision for the specification of standards of conduct in relation to the Welsh language. The current standards are specified in the Welsh Language Standards (No. 1) Regulations 2015. The Measure also provides that the Welsh Language Commissioner may by notice require certain public bodies to comply with some or all of the standards specified.

11.2 The Welsh Language Commissioner has issued a compliance notice on the Welsh Ministers specifying which of the standards currently apply to any activity or service provided by or on behalf of the Client. A copy of the latest version of the compliance notice is available at

Welsh Language Commissioner's compliance notice | GOV.WALES

11.3 As the successful bidder will be providing the services on the Client's behalf, it must comply with the relevant Service Delivery Standards listed in the compliance notices issued to the Client from time to time.

11.4 The Service Delivery Standards which currently apply to the Services are listed below. The Client will notify the successful bidder of any changes to the Service Delivery Standards with which the Services must comply.

11.5 The successful bidder will be required to report against compliance with the standards in the same way as for other duties and requirements under this Contract.

11.6 The relevant standards in relation to this Contract are:

	Service Provided	Relevant Standards

In-Work Support Service

1	Correspondence	1, 2, 3, 4, 5, 6, 7
2	Telephone helplines or call centres	8, 9, 10, 12, 13, 14, 15, 16, 17
3	Telephone calls to staff	18,20,21,22
4	Meetings (with stakeholders and/or members of the public)	24, 24A, 26, 26A, 27, 27A, 29, 29A
5	Open, public meetings	30,31,32,33,34
6	Public events	35,36*
7	Publicity and Advertising	37*
8	Displaying material in public	38*
9	Publishing Documents	40,47,48,49**
10	Publishing Forms	50,50A,50B,51**
11	Websites and online services	52,55,56,57*
12	Social media	58,59*
13	Self service machines	60
14	Signage	61,62,63*
15	Reception services	64,67,68
16	Publishing or displaying official notices	69,70
17	Awarding grant funding	71,72,72A,74,75
18	Awarding contracts	76,77,77A,79,80
19	Raising awareness of Welsh language services	81,82

20	Developing and presenting a corporate identity	83
21	Education courses for the public	84,85
22	Public address systems	87

11.7 Any communications or marketing services provided as part of this Contract must be provided in accordance with the Welsh Government's Guidance on the Use of the Welsh Language in Welsh Government communication and marketing work (a copy of which is attached).

https://gov.wales/compliance-welsh-language-standards

https://llyw.cymru/cydymffurfiaeth-safonaur-gymraeg?_ga=2.155581691.1152816101.1612971102-40484522.1612971102

12 SECURITY

12.1 In providing the Services the successful Bidder (and its sub-contractors) will be exposed to sensitive Welsh Government information assets. The Client requires all successful Bidders, sub-contractors and service delivery partners to operate appropriate and secure processes for handling, storing and processing data and information owned by the Welsh Government. This paragraph 12 specifies how the Client's information assets must be handled. Compliance with this paragraph 12 will be a standard agenda item in contract review meetings and documentation will be required from the successful Bidder to show how compliance is being monitored by the successful Bidder and the frequency of such compliance/monitoring events (e.g. the dates when training was undertaken; when access control logs were updated/cross-checked; and when relevant policies were last updated).

12.2 A named individual must be appointed to the role of 'security lead' to take responsibility for the security aspects of the Contract. This named individual will be required to lead on any response required in relation to assessment of the measures in place during the Contract Period.

12.3 Any security breaches must be brought to the attention of the named security lead who is then required to report the incident to the Client's Contract Manager at the earliest opportunity.

12.4 The OFFICIAL–SENSITIVE marking must be retained on all Welsh Government information which is marked as such. The successful Bidders must seek guidance from the Client's Contract Manager for new information being created as part of the Contract.

12.5 The successful Bidder must demonstrate that they can meet the technical requirements prescribed by Cyber Essentials Plus / ISO27001. The scheme defines a set of controls which, when properly implemented, will provide organisations with basic protection from the most prevalent forms of threat coming from the internet. Evidence of holding certification is desirable before contract award, but essential at the point when personal or otherwise sensitive data is to be processed by the successful Bidder. Further Information can be found at: https://www.cyberstreetwise.com/cyberessentials/

12.6 Where Cyber Essentials Plus is required, bidders must cover the end to end process of data collection and processing, in particular this must include the process for any IT equipment used in the field and/or home working.

12.7 Written confirmation of valid certification will be required every 12 months to ensure the successful Bidder holds a certificate that is no more than 12 months old.

12.8 If any information is stored or processed on equipment other than that owned by the successful Bidder then assurance must be provided that consortium members and subcontractors also comply with Cyber Essentials Plus / ISO27001 or other recognised third party standards when processing the information needed to carry out the Contract.

12.9 Where any work is subcontracted you will need to document at return of tender how you will implement the data security requirements set out in the specification and the Terms and Conditions between yourself and any subcontractor(s) to ensure these requirements are adhered to throughout your supply chain.

12.10 Storing or processing information on personally owned devices or email accounts is not permitted. Personally owned devices and personal equipment are defined as equipment which:

12.1.1 is not a company asset; or

12.1.2 the configuration of the equipment is outside company control;

12.1.3 it is used by those not employed by the company e.g. a sole trader who allows their ‘work’ laptop to be used by other family members

12.1.4 The risk being that Welsh Government information could be accessed by those not authorised to see it.

12.11 Data created under the Contract must be ‘backed-up’ on a weekly basis as a minimum. The back-ups must be stored off-site and secured (including in transit) to the same standards as the original data.

12.12 If ‘Cloud’ storage services are to be used for sensitive personal information, evidence must be provided that the relevant Government Cloud Security Principles are applied.

12.13 All sensitive or personal electronic information must be encrypted in transit. Data encryption services such as Egress Switch or iShare Connect must be used when emailing information.

12.14 All sensitive or personal electronic information at rest on mobile devices handling Welsh Government information e.g. laptops, must be encrypted (minimum FIPS 140-2 / AES 256).

12.15 Information rest on servers/individual computers must be encrypted (minimum FIPS140-2 / AES 256) unless the ICT equipment is located in secure premises with strong physical controls e.g. a data centre with access control measures, alarmed, arrangements for 24 hours security guards.

12.16 An independent IT Health Check undertaken by qualified personnel (e.g. those listed on the CHECK, Tiger or CREST schemes) must be completed prior to 'go-live' on any external systems (infrastructure or applications) to ensure they are protected from unauthorised access or change and they do not provide an unauthorised entry point into systems where Welsh Government data is held. In addition to providing a copy of the IT Health Check report, the successful Bidder must provide evidence that any issues highlighted in the report have been remediated.

12.17 Access to the information involved in the Contract must be on a 'need to know' basis. Only authorised Bidder staff and subcontractors who have received suitable training can be given access. A list of authorised Bidder staff and subcontractors must be maintained and made available to the Client's Contract Manager on request.

12.18 If contacted by telephone, staff must verify the identity of the caller before discussing Welsh Government business. No personal data shall be passed to another party without absolute verification of the identity of the caller and that they have the authority to receive this information.

12.19 The information processed or collected in accordance with the Contract must be returned within 6 weeks of the end of the contract. This includes any information stored on servers, mobile devices or other storage media including CDs or DVDs, other removable media, hard copy paper or hard drives. The successful Bidder must confirm in writing when this has been done.

12.20 The information collected in accordance with the Contract remains the property of the Client.

12.21 Only Bidder staff and subcontractors who have been authorised can have access to restricted areas containing information systems, removable media or hard copy information relating to the Contract. Plans and procedures for dealing with, and intercepting, unauthorised visitors and intruders must be in place and evidence provided to the Client on request.

12.22 If it is necessary to take hardcopy information outside the restricted areas this must be kept to the minimum required and protected in transit (e.g. by means of envelope / file

/ briefcase) to avoid information being visible and to reduce the likelihood of loss or misuse.

12.23 Any hardcopy data collected in connection with the Contract must be returned within 6 weeks of the end of the Contract. The successful Bidder must confirm in writing when this has been done.

12.24 The successful Bidder's processes must make it easy for its staff and subcontractors to follow the rules (e.g. clear desk policies, separating publicly available printed information from the OFFICIAL-SENSITIVE papers, guidance and facilities for proper disposal etc.).

12.25 The successful Bidder must hold accurate and verified information for all its staff and subcontractors working on the Contract in relation to proof of identity, nationality/immigration status, unspent criminal convictions and employment history. Evidence must be provided on request and the Client may verify the validity and expiry dates of any existing clearances with the relevant holding agency.

12.26 If the successful Bidder requires for its staff and subcontractors, frequent and unescorted access to the premises of the Client, or where such personnel have access to restricted information, or proximity to public figures, then all such personnel must satisfy the security requirements of the Client by completing a security vetting questionnaire. No such personnel will be issued security passes until they have obtained the required security clearance. Until then, they will be issued with a temporary pass and will have to be escorted by a member of staff each and every time they have access to the premises.

12.27 The successful Bidder should ensure that appropriate checks have been undertaken through the Disclosure and Barring Service for any personnel that are likely to come into contact with children, young people or vulnerable adults during the course of the Contract. Evidence that these checks have been performed should be presented to the Client once they have been completed and prior to any contact.

12.28 The successful Bidder and their sub-contractors must have, or be able to obtain, sufficient staff who can achieve the appropriate security clearance prior to engagement with the Welsh Government.

12.29 All Bidder staff working on this Contract must be properly trained to understand that they have a duty of confidentiality and are responsible for safeguarding any Welsh Government information that they are entrusted with by applying the measures set out in this Specification.

12.30 On termination of involvement in the Contract user access privileges must be withdrawn and staff debriefed on their confidentiality responsibilities. This includes, but is not limited to, pin codes and any passwords known to the user.

12.31 Bidders will need to address how informed consent from children and their parents/carers and from adults at risk will be achieved. Bidders will also need to set out how relevant permissions in relation to access will be secured from statutory and

voluntary organisations in line with the policies of such organisations (if appropriate). Bidders must also outline their policy/protocol for appropriately reporting any information gained in the course of the work that might indicate that a child or adult may be at risk. The protocol should be in accordance with the Regional Safeguarding Children or Adult Board procedures for the area in which the child/young person/adult at risk lives. The protocol should specify that where there are any concerns that a child/young person/ adult is, or may be at risk, those concerns will be notified immediately to the local social services department or the police and will be followed up in writing. This policy should be shared with the Client Contract Manager.

13 RETENTION OF INFORMATION

13.1 The successful Bidder will need to maintain full and accurate records of the Contract in accordance with the Welsh Government's Standard Conditions of Contract for Services for a period of 15 years from expiry or termination.

14 SUCCESSFUL BIDDER'S LIABILITY

14.1 The Client is willing to limit the successful Bidder's liability for the purposes of and in accordance with Condition 40 (Limitation of Liability) of the Welsh Government's Standard Conditions of Contract for Services to a maximum of £5million.

15 INSURANCE

15.1 The Bidder must maintain the following forms of insurance cover with a reputable insurance company with the following minimum levels of cover:

15.1.1 Public Liability including Products Liability: £ 5 Million.

15.2 The Bidder will be required to ensure that the Client's interest is noted on each insurance policy, or that a generic interest clause has been included.

16 EXIT MANAGEMENT

16.1 On termination or expiry of the Contract the Welsh Government's Standard Conditions of Contract for Services provide in:

(i) Condition 19.5 (Intellectual Property) that the Supplier returns and provides to the Client all documents, information, work, data, or records held etc. in connection with the Contract unless the Client instructs the Supplier to destroy them instead;

(ii) Condition 20.4 (Goods and Materials of the Client) that the Supplier returns all Client goods, materials or records held by it;

(iii) Condition 45.6 (Consequences of Termination and Expiry) that the Supplier must provide information and guidance to ensure and preserve continuity of the Services and will meet with the Client and the incoming Supplier.

17 FINANCIAL STANDING AND RESOURCE

17.1 The Client wishes to ensure that Bidders have the necessary financial standing and resources to meet their obligations throughout the duration of the Contract. This may include (where appropriate) considering bidders' level of existing work commitments and the potential impact on resources that awarding a contract would have.

17.2 In deciding to tender for a contract, Bidders should be aware and consider the risks of becoming over-reliant on the Client's business, or indeed that of any customer. In doing so, bidders should take into account earnings from any other work undertaken for the Client as well as potential earnings from the Contract.

18 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS - TUPE

18.1 The employees engaged by the incumbent Supplier to deliver the services under the current contract could be affected by a change in Supplier. Bidders are therefore advised that they will need to consider the risk of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applying to the transfer of work.

18.2 Bidders are responsible for obtaining at their own expense advice regarding the application of TUPE to the delivery of the Services.

18.3 Bidders will be held to have, by their own independent observations and enquiries, fully informed and satisfied themselves as to the nature, extent and practicability of providing the Services and the cost, risks (including the risks of TUPE), contingencies or other circumstances or matters which might in any way affect the tender.

18.4 At the end of the Contract, it is possible that TUPE may apply and the successful Bidder shall provide the information required in accordance with Condition 51 (Transfer of Undertakings (protection of Employment) Regulations 2006 ("TUPE")) of the Welsh Government's Standard Conditions of Contract for Services.

PART 3: SOCIAL INCLUSION AND ECONOMIC SUSTAINABILITY

19 COMMUNITY BENEFITS

19.1 Procurement in Wales is governed by the Wales Procurement Policy Statement which sets out which sets out 10 principles for the public sector in Wales. Principle 4 requires the delivery of social, economic and environmental benefits through the effective application of Community Benefits. The Client views the use of the Community Benefits

approach as integral to its commitment to sustainable development and a key mechanism for delivering against its duties under the requirements of the Wellbeing of Future Generations Act 2015 Wellbeing Goals.

19.2 Community Benefits and the priorities to address

The approach

The Client has decided to take a non-core approach to Community Benefits, this means that the Community Benefits proposal that a Bidder returns as part of this tender process will not be evaluated and scored.

19.3 The priorities to address

The Community Benefits Policy is designed to support a number of strategic priorities in other policy areas. In relation to the Contract the Client wants Bidders to focus on the following Community Benefits:

Training and recruitment opportunities for:

i) people between 16-24 years of age; or

ii) A disabled person

The Public Contracts Regulations (PCR) 2015 state that "disabled", in relation to a person, means a disabled person within the meaning of the Equality Act 2010 and, in relation to a worker, means a disabled person who is a worker. The Equality Act 2010 defines disabled as having:

"a physical or mental impairment that has a 'substantial' and 'long-term' negative effect on your ability to do normal daily activities."

Bidders should consider opportunities for recruiting and training the above groups as part of the workforce delivering the Contract.

Innovation is encouraged and this list is not exhaustive.

It is important to ensure that Contract delivery achieves Community Benefits over and above the Contract itself and also is clearly linked to the successful Bidder's expertise and the subject of the Contract. The expectation is that any Non-Core Community Benefits proposal will be delivered on a cost neutral basis.

Management of Community Benefits Delivery

The successful Bidder must work with the Client's Contract Manager to maximise the community benefits delivered through the Contract. Bidders will appoint a 'champion' in order to progress and innovate in this area of sustainability and community benefit. The Community Benefit Proposal and progress against objectives will be a standard agenda item on Contract review meetings.

Further Help and Guidance

In-Work Support Service

Agencies are available to support Bidders in preparing their 'Community Benefits' proposal, and in the delivery of the Benefits post Contract award. For a more details please see the Community Benefits Guidance link below.

Community benefits guidance

20 EQUALITY AND DIVERSITY

20.1 No one should be denied opportunities because of their race, ethnicity, disability, gender, sexual orientation, age or religion. The Welsh Government, in its statutory duty to promote equality has led to the development of a distinctive equality agenda in Wales. This drives all our strategic policies and ensures that our practices reflect an equality of opportunity.

20.2 Bidders must therefore comply with legal duties as a minimum to ensure non-discrimination.

20.3 The Bidder is referred to Condition 28 (Discrimination and Equality) of the Welsh Government's Standard Conditions of Contract for Services.

Disability Confident

The Client monitors their equality and diversity data and in doing so is subject to various equalities benchmarking schemes. The Client encourages Bidders to be committed to the equal opportunities agenda and challenge discrimination relating to all the protected characteristics. Therefore, diversity and inclusion applicable to the Contract will be monitored as a standing item in Contract review meetings. One way of demonstrating commitment to equality is through the Disability Confident scheme. It is a free scheme open to organisations across public, private and 3rd sectors and is aimed at organisations and businesses from 1 employee upwards. The Client encourages Bidders, as potential suppliers, to explore the possibility of their organisation being Disability Confident Level 1 as a minimum.

About the scheme: https://www.gov.uk/government/collections/disability-confident-campaign#become-a-disability-confident-employer

How to sign up: https://www.gov.uk/guidance/disability-confident-how-to-sign-up-to-the-employer-scheme

21 ETHICAL SUPPLY CHAINS

21.1 The Client is committed to ensuring that fair and transparent employment practices are in place throughout the supply chain for the Services. The Client's policy in relation to Ethical Employment Practices in Welsh Government Supply Chains is attached below. The Client will work with the successful Bidder to monitor and to ensure that fair employment practices are in operation.

https://gov.wales/ethical-employment-supply-chains-code-practice

22 ENVIRONMENTAL CONSIDERATIONS

22.1 The Client is committed to minimising the effect of its day to day operations on the environment and successful Bidders are encouraged to adopt a sound proactive environmental approach, designed to minimise harm to the environment.

22.2 Any materials that are produced are to be kept to a minimum. Materials should be sustainable, renewable and recyclable.

22.3 Factors to be considered should include areas such as:

22.3.1 Adopting an environmental management system which includes focus on disposal of waste and packaging.

22.3.2 More efficient use energy and water

22.3.3 Beginning to embed sustainability into the provision of goods and services supplied to the Client

22.3.4 Use of recycled paper containing only post-consumer waste for all non-specialist printing whenever possible

22.3.5 Reduction in carbon dioxide emissions from business travel by extending use of video conferencing and encouraging the use of low emissions vehicles

22.3.6 Building an environmentally friendly work culture through training and high quality communication with staff

22.4 While on site the successful Bidder should be aware of and actively support the Client's Environmental Policy Statement which will be made available on request to the successful Bidder in advance or on arrival.

22.5 The Bidder is referred to Condition 25 (Environmental Requirements) of the Welsh Government's Standard Conditions of Contract for Services.

PART 4: CONTRACT & PERFORMANCE MANAGEMENT

23 COLLABORATIVE BIDS / CONSORTIA

23.1 The Client welcomes collaborative bids.

For further information on joint bidding, please see the Invitation to Tender and https://gov.wales/search?global-keywords=joint+bidding

24 BIDDERS REGISTERED OR LOCATED OUTSIDE OF ENGLAND AND WALES

24.1 Bidders who are registered or based outside of England and Wales will be required to provide a legal opinion in a form prescribed by and satisfactory to the Client before the Contract is awarded. The legal opinion will need to be provided by a law firm authorised to practice in the foreign jurisdiction in which Bidder is registered or located and which is independent of the Bidder.

25 LOCAL AUTHORITIES/NHS BODIES

25.1 Bidders that are local authorities or National Health Service bodies must ensure that they comply with all statutory provisions governing their power to enter into the Contract and to perform their obligations thereunder and shall if so requested by the Client provide evidence to that effect to the Client.

26 CONTRACT MANAGEMENT

26.1 The nominated Client Contract Manager will be Stephen Craddock, Head of Health Employment Support Programmes, Health and Social Services Group, Welsh Government, Sarn Mynach, Llandudno Junction, LL31 9RZ – Stephen.Craddock@gov.wales.

26.2 The Contract Manager will be the point of contact for the Contractor during the course of the Contract.

26.3 Formal performance reviews will take place quarterly and shall be scheduled during the Contract implementation phase. However, the Contract Manager may elect to meet a named representative of the Contractor as and when necessary to discuss any issues which may have arisen during the provision of the Services.

26.4 Bidders will be required to provide the details of a nominated contact point to act as the successful Bidder's Contract Manager.

26.5 Bidders should provide the names of personnel to be assigned to the Contract, their status in the organisation and their previous experience of dealing with contracts of a similar nature.

27 PERFORMANCE MANAGEMENT

27.1 From time to time, the Client may be required to respond to urgent requests for information. The successful Bidder (s) shall provide the requested information within 24 hours of receipt of request, unless agreed in advance with the Client.

Key Performance Indicators

27.2 Key Performance Indicators (KPIs) will be used to measure the successful Bidder's performance of the Contract. The minimum KPI requirements are as detailed in section 7 of this specification. The Client and the successful Bidder(s) will meet after award of the Contract to agree any additional KPIs that will apply during the Contract Period. These may be refined during the Contract Period and updates against each will form part of regular Contract management reviews.

27.3 Records on achievement of the KPIs must be submitted by the successful Bidder to the Client on a quarterly basis.

27.4 Service Levels will be used to measure the successful Bidder's performance of the Contract. The Client and the successful Bidder will meet after award of the Contract to agree the Service Levels that will apply during the Contract Period.

28 PERFORMANCE ISSUES

28.1 Issues with the performance of the Contract by the successful Bidder will be dealt with in accordance with the procedures set out in the Welsh Government's Standard Conditions of Contract for Services.

29 INVOICE AND PAYMENT PROCEDURE

29.1 Unless an alternative interval / instalment of payments for Call Off contracts is mutually agreed with the successful Bidder during the inception meeting, payment will be made in arrears within 30 days of receipt of a valid and agreed invoice. Invoices must show a full breakdown of costs that clearly correlate with the successful Bidder's tender.

29.2 The Client will deduct from any sum payable to the successful Bidder any income tax, national insurance contribution and such other tax, fee or charge it is required to deduct in accordance with legislation such as legislation known as the "IR35 legislation". Information on IR35 legislation can be found here: https://www.gov.uk/topic/business-tax/ir35. After selecting the successful Bidder the Client will determine whether or not it will be required to make any such deductions. The Client's determination will be stated in the Award Letter to the successful Bidder.

29.3 A valid invoice must include the information listed in Condition 13 (The Price and Payment) of the Standard Conditions.

29.4 Invoices should be emailed in a pdf format direct to the address stated on the Purchase Order (usually this is the Corporate Shared Service Centre financewaginvoices@gov.wales) to ensure payments can be processed as quickly as possible (usually within 5 working days). Backing documents to support an invoice are to be sent along with a copy invoice to the Client Contract Manager.

29.5 The successful Bidder must provide a breakdown of all costs as required by the Client. The Client may request extra detail to appear on each invoice. It is critical that each invoice makes clear what has been charged and why, and that its layout facilitates checking, approval and audit.

29.6 Copy invoices shall be issued within five working days of a request being made.

29.7 The successful Bidder shall perform regular internal audits to check for duplicate charges and / or payments, and provide the Client with a report of all items identified on a quarterly basis, arranging appropriate refunds to the Client.

Payment Requirements

29.8 The Client will determine their preferred payment method as part of the account opening / implementation procedure, which may include the use of a Project Bank Account.

E –PROCUREMENT CAPABILITY

29.9 The Client requires Bidders to be capable of conducting business electronically, including but not limited to Purchase Order receipt and invoice delivery. There are no licence fees or transaction costs applicable to Bidders using the eTrading system, and support is available to help Bidders in registering and using the system.

29.10 It may be a requirement, where requested by the Client to receive electronic Purchase Orders and send electronic Invoices and electronic Credit Notes via the eTrading system within one month of the request being made.

FAIR PAYMENT

29.11 UK government policy is to expect all public sector organisations to pay successful Bidders within 10 working days of the receipt of a valid and agreed invoice. Whilst standard payment terms within contracts remain at 30 days, it is generally accepted that successful Bidders will be paid within 10 working days (although it should be recognised that it may take longer than 10 days).

29.12 The successful Bidder must pay their sub-contractors / consortium members within a maximum 30 days of the receipt of a valid invoice. The Client will be in contact with sub-contractors / consortium members to ensure Fair Payment is observed. Bidders are encouraged to sign up to the Prompt Payment Code (http://www.promptpaymentcode.org.uk)

30 CHANGES TO THE SPECIFICATION

30.1 Please be minded that as the COVID-19 situation continues there could be an impact on the award of this contract in terms of potential delays or even non-award. Although not anticipated, the Client may also need to change elements of the scope of work, including the scale. Any potential change or impact will be discussed and agreed with the contractor at the earliest opportunity.

30.2 This specification sets out the Client's service requirements. During the Contract Period it is anticipated that these requirements may be refined with the aim of achieving best value for money for a quality output.

30.3 Changes to the specification will be implemented in accordance with the procedure set out in Condition 35 (Change Control) of the Welsh Government's Standard Conditions of Contract for Services.

31 STANDARD CONDITIONS OF CONTRACT

31.1 The Welsh Government's Standard Conditions of Contract for Services (SCON-Services) (version 1.0) shall apply to the Contract. The Bidder must agree to these as part of its tender response. These are standard conditions for all contracts – even if

the Bidder considers that particular conditions are not relevant or applicable, there is no need to delete and/ or make any amends.