**FRAMEWORK SCHEDULE 2:**

**PART A: GOODS AND SERVICES**

Lot 4 – Eye Care Services

1. INTRODUCTION
   1. This Framework Agreement will be managed by the Authority and Call Off contracts will be managed by Contracting Authorities.
   2. The duration of the RM3795 Framework Agreement for Lot 4 is three (3) years with the option to extend the initial Framework period for a maximum of one (1) year in total and a maximum Call Off Contract Period of up to one (1) year beyond the Framework end date.
   3. Lot 4 shall provide a compliant route for Contracting Authorities to procure an eyesight testing Service for Visual Display Unit (VDU) users that meets the Health and Safety (Display Screen Equipment) Regulations 1992 (as amended in 2002) and the provision of safety eye care Services for all of Contracting Authorities Personnel within UK Central Government and Wider Public Sector Organisations.
   4. The Supplier shall be responsible for the provision of Eye Care Services. Contracting Authorities will have the option to conduct a Further Competition with the successful Suppliers where the maximum prices agreed at Framework level can be improved upon by the Supplier or Direct Award where the maximum Framework prices will apply.
   5. The Supplier shall provide all aspects of the requirements for Lot 4 as set out in this Framework Schedule 2 (Part A: Goods and Services).

1. SCOPE OF THE REQUIREMENT
   1. **Core Requirements** 
      1. Lot 4 is for the provision of corporate eye care Services. The Service shall enable Contracting Authorities to to fulfil their legislative requirements and maintain a duty of care as a responsible employer through the provision of eye examinations and adequate spectacles or eyewear for safety purposes
      2. The Supplier shall satisfy statutory obligations in complying with the Health and Safety (Display Screen Equipment) Regulations 1992 Eyes and Eyesight Regulation 5 (as amended in 2002), plus adherence to any relevant future regulations (amendments or new).
   2. The Supplier shall provide the core requirements which shall include a wide range of sight tests, DSE eyewear and safety products:

* DSE eyesight tests;
* Lenses;
* Prescription spectacles;
* Safety lenses;
* Prescription safety spectacles and eye shields;
  + Prescription polarised spectacles;
* Prescription sunglasses;
* Prescription reaction spectacles;
* Occupational lenses;
* Prescription lens inserts;
* Medical fitness eyesight tests; and
* Colour vision tests.
  + 1. Provision of after sales service and warranties.
    2. Provision of access to a network of opticians in each UK geographic region.
    3. Provision of mobile services on request.
    4. Provision of an online portal and telephone support Services.
  1. **Exclusions** 
     1. The Supplier shall not be required to provide the following to Contracting Authorities Personnel:
* Contact lenses;
* Re-glazing of existing frames and;
* Insurance cover (breakage, damage and loss)

1. **MANDATORY REQUIREMENTS – DISPLAY SCREEN EQUIPMENT AND SAFETY EYE CARE SERVICES**
   1. **DISPLAY SCREEN EQUIPMENT EYE CARE**

The Supplier shall provide each of the following mandatory requirements.

* + 1. **DSE Eyesight Tests**
    2. The Supplier shall carry out an eyesight test for VDU Users, which meets the Health and Safety (Display Screen Equipment) Regulations 1992 (and as amended in 2002) and adherence to any relevant future regulations (amendments or new).
    3. The Supplier shall update all their Contracting Authorities Personnel patient prescription records with the results of the eyesight test and the prescription shall be securely and confidentially stored by the Supplier. A copy of the prescription shall additionally be provided to the Contracting Authorities Personnel.
    4. The Supplier shall book and execute eyesight tests in accordance with agreed Contracting Authorities authorisation procedures. Only bookings and tests made in accordance with such authorisation processes shall be binding. The Supplier shall agree such authorisation processes during the Call Off Procedure.
    5. The Supplier shall offer each Contracting Authorities Personnel an eyesight test every 2 (two) years.
    6. The Supplier shall notify Contracting Authorities Personnel to whom they have previously provided an eyesight test in the past two years, or other such time frame as agreed between the Parties, that they are due for a repeat eyesight test. Such notifications shall be at least three (3) month’s in advance of such eyesight test being due.
    7. The Supplier shall provide an eyesight test to any Contracting Authorities Personnel when approved by an authorised representative(s) of the Contracting Authorities, even if such tests are not normally due.
  1. **Lenses**
     1. The Supplier shall dispense the following lenses to all Contracting Authorities Personnel who are given a prescription for such lenses as part of an eye test performed by the supplier:
* single lenses;
* bifocal lenses;
  + progressive lenses.
    1. The Supplier shall ensure that all lenses conform to CR39.
  1. **Provision of Prescription Spectacles (Frames and Lenses)**
     1. The Supplier shall provide to each prescribed Contracting Authorities Personnel, one pair of spectacles (this is to include single vision, bi-focal and/or progressive lenses for Display Screen Equipment (DSE)).
     2. The Supplier shall be responsible for the correct fitting of the prescription spectacles provided to Contracting Authorities Personnel.
     3. The Supplier shall provide a standard range of spectacle frames, which consists of a minimum choice of ten (10) spectacle frames for men and ten (10) spectacle frames for women.
     4. The Supplier shall provide each Contracting Authorities Personnel who work in containment laboratory facilities with one pair of prescription spectacles per facility (this is to include single vision, bi-focal and/or progressive lenses as prescribed by the Supplier), as requested and approved by the Contracting Authorities.
     5. The Supplier shall agree specific procedures with Contracting Authorities where a risk assessment by Contracting Authorities highlights the need for the issuance of additional prescribed spectacles for Contracting Authorities Personnel which shall include single vision, bi-focal and/or progressive lenses as prescribed by the Supplier.
     6. The Supplier shall provide the prescription spectacles within seven (7) working days of an order being placed by the Contracting Authorities Personnel.
  2. **SAFETY EYE CARE SERVICES**
     1. **Safety Lenses**
     2. The Supplier shall dispense the following lenses to all Contracting Authorities Personnel who are given a prescription for such lenses as part of an eyesight test performed by the supplier:
* single lenses;
* bifocal lenses; and
* progressive lenses.
  + 1. The Supplier shall ensure that safety eye wear lenses conform to CR39 and BSEN 166 1S.
    2. The Supplier shall ensure that safety eye wear lenses which are polycarbonate or toughened glass conform to safety standard BSEN 166F.
  1. **Prescription Safety Spectacles and Eye Shields**
     1. The Supplier shall provide an eyesight test and one pair of safety spectacles and/or eye shields for each Contracting Authorities Personnel who is deemed to require this Service by the Contracting Authorities.
     2. The Supplier shall carry out an eyesight test and shall provide one pair of safety spectacles and/or eye shields when authorised by the Contracting Authorities. This shall include single vision, bi-focal and/or progressive lenses as prescribed by the Supplier to the Contracting Authorities Personnel, for each facility that they work at.
     3. The Supplier shall provide further additional safety spectacles and/or eye shields fitted with single vision, bi-focal and/or progressive lenses as prescribed by the Supplier in accordance with the Contracting Authorities approval processes.
     4. The Supplier shall be responsible for the correct fitting of all the safety spectacles and/or eye shields for the Contracting Authorities Personnel.
     5. The Supplier shall provide the fitted safety spectacles and/or eye shields with the required lenses within seven (7) working days of an order being placed.
  2. **Prescription Polarised Spectacles**
     1. The Supplier shall carry out an eyesight test for each Contracting Authorities Personnel and shall provide them with one pair of prescription polarised spectacles to polarised standards (this to include single vision, bi-focal and/or progressive lenses as prescribed by the Supplier) as authorised by the Contracting Authorities.
     2. The Supplier shall be responsible for the correct fitting of all prescription polarised spectacles provided to Contracting Authorities Personnel.
     3. The Supplier shall provide a minimum choice of ten (10) spectacle frames for men and ten (10) spectacle frames for women.
     4. The Supplier shall provide the fitted polarised spectacles with required lenses within seven (7) working days of an order being placed by the Contracting Authorities Personnel.
  3. **Prescription Sunglasses**
     1. The Supplier shall carry out an eyesight test on each Contracting Authorities Personnel and shall provide one pair of prescription sunglasses to them, with ABS G15 tint, (this to include single vision, bi-focal and/or progressive lenses as prescribed by the Supplier) as authorised by the Contracting Authorities.
     2. The Supplier shall be responsible for the correct fitting of all prescription sunglasses provided to Contracting Authorities Personnel.
     3. The Supplier shall provide a minimum choice of ten (10) spectacle frames for men and ten (10) spectacle frames for women.
     4. The Supplier shall provide the fitted prescription sunglasses with required lenses within seven (7) working days of an order being placed by the Contracting Authorities Personnel.
  4. **Prescription Reaction Spectacles** 
     1. The Supplier shall carry out an eyesight test on each Contracting Authorities Personnel and shall provide them with one pair of prescription reaction spectacles, with photochromic lenses brown or grey, (this to include single vision, bi-focal and/or progressive lenses as prescribed by the Supplier) as authorised by the Contracting Authority.
     2. The Supplier shall be responsible for the correct fitting of all prescription reaction spectacles provided to Contracting Authorities Personnel.
     3. The Supplier shall provide a minimum choice of ten (10) spectacle frames for men and ten (10) spectacle frames for women.
     4. The Supplier shall provide the fitted prescription reaction sunglasses spectacles with required lenses within seven (7) working days of an order being placed by the Contracting Authorities Personnel.
  5. **Occupational Lenses**
     1. The Supplier shall carry out an eyesight test on each Contracting Authorities Personnel and shall provide them with one pair of spectacles with occupational lenses as prescribed by the Supplier.

* + 1. The Supplier shall provide fitted spectacles with the prescribed occupational lenses within ten (10) working days of an order being placed by the Contracting Authorities Personnel
  1. **Prescription Lens Inserts**
     1. The Supplier shall carry out an eyesight test for on each Contracting Authorities Personnel and shall dispense prescription lens inserts (this is to include single vision, bi-focal and progressive lenses as prescribed by the Supplier).
     2. The Supplier shall fit the prescription lenses to equipment provided by the Contracting Authorities, including at a minimum General Service Respirators (GSR) and FM12 Respirators, self- contained breathing apparatus and/or laser safety goggles/UV goggles. The Supplier shall fit the prescription lense insert within ten (10) working days of an order being placed.
     3. The Supplier shall be responsible for the correct fitting of all prescription lens inserts in all equipment as requested by the Contracting Authorities.
     4. The Supplier shall be responsible for replacement of any equipment damaged during prescription lenses insert fitting.
  2. **Medical Fitness Eyesight Tests – provision of evidence of eyesight fitness standards**
     1. The Supplier shall be required to provide medical fitness eyesight tests for certain job roles which will be defined during the Call Off stage by Contracting Authorities.
     2. The Supplier shall ensure that Contracting Authorities Personnel can book an appointment for medical fitness testing within ten (10) working days of the request for an appointment by Authorised Contracting Authorities Personnel.
     3. The Supplier shall perform the required medical fitness eyesight test for each Contracting Authorities Personnel in accordance with applicable optometry standards and latest medical fitness eyesight testing standards.
     4. The Supplier shall provide Contracting Authorities Personnel with documented evidence of the tests, including the test report and the standard that the test was executed against.
     5. The Supplier shall provide the results of the medical fitness eyesight tests to each Authorised Contracting Authorities Personnel within two (2) working days of such test having been carried out.
     6. The Suppliers shall report to the Contracting Authorities within two (2) working days of the test results being reported to the Contracting Authorities Personnel. If any Contracting Authorities Personnel has requested that the Supplier not release the test report to the Contracting Authorities then 3.11.7 below applies.
     7. The Supplier shall, in such circumstances not release the test report until the Contracting Authorities Personnel’s consent has been obtained by the Contracting Authorities. This process shall be agreed at Call Off contract stage.
  3. **Colour Vision Tests**
     1. The Supplier shall carry out colour vision tests on Contracting Authorities Personnel as authorised by the Contracting Authorities to assess for any deficiency in Contracting Authorities Personnel’s personal colour vision.
     2. The Supplier shall ensure that Contracting Authorities Personnel can book an appointment for colour vision testing within ten (10) working days of the request for an appointment.
     3. The Supplier shall ensure such tests comply with latest City University or Ishihara tests.
     4. The Supplier shall provide the report of the colour vision tests to Authorised Contracting Authorities Personnel within two (2) working days of such tests having been carried out.
     5. The Suppliers shall report to the Contracting Authorities within two (2) working days of the test results being reported to the Contracting Authorities Personnel. If any Contracting Authorities Personnel has requested that the Supplier not release the test report to the Contracting Authorities then 3.12.6 below applies.
     6. The Supplier shall, in such circumstances not release the test report until the Contracting Authorities Personnel’s consent has been obtained by the Contracting Authorities. This process shall be agreed at Call Off stage.
  4. **Mobile Services**
     1. The Supplier shall, provide on-site mobile facilities for both DSE and safety eye care Services. The Supplier shall ensure that all required equipment is provided for such tests and, if requested to do so, shall provide mobile facilities where such tests shall be undertaken.
     2. The Supplier shall agree the procedures for booking mobile facilities at Call Off stage.
     3. The Supplier shall provide mobile facilities within fifteen (15) working days of a request by the Contracting Authorities for such Services.
     4. Contracting Authorities shall ensure that Supplier Personnel have access to the appropriate premises necessary for the provision of mobile Services. The Supplier shall ensure that access to promises is requested in advance of Services being performed so as to allow for any additional security clearance which may be required.
     5. The Contracting Authorities and Supplier shall agree in advance if any cancellation charges shall apply to the provision of mobile Services.
  5. **Cancellation Of Tests And Voucher Redemption**
     1. The Supplier shall ensure that no charge is applied to the Contracting Authorities should the Contracting Authorities or Contracting Authorities Personnel cancel eyesight tests.
     2. The Supplier shall ensure that no charge is applied to the Contracting Authorities should Contracting Authorities Personnel fail to attend an eyesight test.
     3. The Supplier shall issue vouchers with an expiry date no less than six (6) months and no greater than twelve (12) months after the date of issue. This shall be agreed during the Call Off Procedure.
     4. The Supplier shall reimburse the Contracting Authorities for any charges which have been paid in advance for any vouchers that have expired and have not been redeemed. This process shall be agreed at Call Off stage.
  6. **Equipment** 
     1. The Supplier shall ensure that all necessary medical equipment is made available to its network of opticians involved in the delivery of the Services.
     2. The Supplier shall ensure that such medical equipment necessary for the provision of the Services shall be adequately maintained and calibrated with maintenance records being available to the Contracting Authorities on request. This applies to all equipment used in the provision of the Services, including those used by Sub-Contractors and in mobile facilities.
  7. **Coverage**
     1. The Supplier shall ensure that that it has access to a wide range of geographically spread opticians, including remote locations. Contracting Authorities Personnel are based throughout the UK (ranging from sites with large numbers of Contracting Authorities Personnel to singleton posts along the coast and in specific regions). As detailed in list below.

|  |
| --- |
| **UK RegIONS** |
| Greater London |
| South West England |
| South Central England |
| South East England |
| East of England |
| East Midlands |
| West Midlands |
| Yorkshire & Humberside |
| North West England |
| North East England (excluding Yorkshire and Humberside) |
| Northern Ireland |
| Scotland |
| Wales |

* + 1. The Supplier shall provide Contracting Authorities Personnel with access to an optician within one (1) hour travelling time from their home or office address, unless otherwise agreed with the Contracting Authorities or where mobile Services are provided.
    2. The Supplier shall ensure that the optician Services shall be available Monday to Saturday between 09.00 and 17.00.The availability of mobile Services shall be agreed in the Call Off contract between the Supplier and the Contracting Authorities.
    3. The Supplier shall provide appointments for all eye tests for Contracting Authorities Personnel within ten (10) working days of when Contracting Authorities Personnel or Contracting Authorities request an appointment.
  1. **After Sales Service And Warranties**
     1. The Supplier shall provide after sales Services to Contracting Authorities Personnel for all lenses and eye wear provided as part of the Service including but not limited to:
* provision of replacement lenses, spectacles and/or safety wear if such equipment is still within its standard manufacturer or Supplier warranty, whichever is the longest;
* provision of replacement parts, where such equipment can be repaired; and
* adjustment of equipment as required for the comfort of the user;

this will be at no additional Charge to the Contracting Authorities.

* + 1. The Supplier shall provide an appointment for the Contracting Authorities Personnel within five (5) working days of a request for after sales Services and shall carry out the after sales Services within five (5) days of Contracting Authorities Personnel booking such appointment.
  1. **Service Implementation**
     1. The Supplier shall on award of any Call Off Contract:
* Provide a detailed implementation plan including the online portal which details the key activities including a draft timeline, resources, promotional activity, risks, mitigations, responsibilities priorities and dependencies.
* Provide the Contracting Authorities with a list of data required by the Supplier prior to Service commencement.
* Work with the Contracting Authorities to set up systems and processes to support the delivery of the Services.
* Work with the Contracting Authorities to agree all policies and procedures which are relevant to the Services and develop and execute a training plan for relevant Supplier Personnel; and
  + 1. The Supplier shall appoint a project manager who shall lead the implementation and report to the Contracting Authorities on all aspects of implementation. This project manager must have experience of having implemented a project of similar size and complexity.
  1. **Diversity and Inclusion**
     1. The Supplier shall ensure Services comply with all discrimination legislation, including the Equality Act 2010 and Gender Recognition Act 2004.
     2. The Supplier shall ensure Supplier Personnel are trained in such legislation as necessary for the provision of the Services. The delivery of Services shall be accessible to users, and shall include as a minimum:
* Should meet or be working towards meeting, the content accessibility standards WCAG 2.0 AA, in line with central Government standards. For further information see:

[Web Content Accessibility Guidelines (WCAG) 2.0](http://www.w3.org/WAI/intro/wcag.php).

* Provision of written reports in alternative formats where required or upon request of the Contracting Authorities Personnel.
* Telephone services to support Contracting Authorities Personnel with hearing or speech difficulties.
* Services for Contracting Authorities Personnel whose first language is not English and who may request or require language support.
* Access to Supplier premises for face-to-face appointments shall be disability friendly, where required.  Where this is not possible alternative arrangements shall be made in advance of any appointments; and
* Provision of disabled parking at Supplier premises, where required.

1. **MANDATORY REQUIREMENTS – INFRASTRUCTURE**
   1. **Online Portal**
      1. The supplier shall provide an online portal (hosted externally) which shall be available Monday to Friday from 08:00 – 18:00 which shall:

* Provide user registration and a secure password protected login;
* Brand the online portal home page in accordance with Contracting Authorities departmental branding standards;
* Allow Contracting Authorities Personnel to request a DSE eye sight test and/or safety eye care Services where self-service is approved by the Contracting Authorities;
* Provide an electronic confirmation and a voucher to Contracting Authorities Personnel within one (1) working day of their request for Services. This should include full details of where the Contracting Authorities Personnel can access the Services, instructions for making appointments, redeeming the electronic voucher and any other relevant details of the Services;
* Provide Contracting Authorities Personnel who self-serve, a list of opticians with whom they can book an appointment within one hour’s travelling distance from their workplace or their home base;
* Provide Contracting Authorities Personnel with sufficient details of opticians in the Supplier’s network to enable them to book an appointment;
* Publish details of the Supplier’s e-mail and telephone support Services, which Contracting Authorities Personnel can access should they have queries regarding the Services or require additional assistance; and
* Allow Authorised Contracting Authorities to administer and approve Services, including uploading requests and receiving approvals for groups of Contracting Authorities Personnel (i.e. bulk requests and approvals). The Authorised Contracting Authorities Personnel will also receive vouchers and/or plans which they can distribute to Contracting Authorities Personnel or approve such distribution directly to Contracting Authorities Personnel.
  + 1. The Supplier shall ensure that the online portal will allow Authorised Contracting Authorities Personnel to bulk book appointments to use any of the Services.
  1. **Telephone and Email Support Services**
     1. The Supplier shall provide a dedicated customer telephone helpline, open between Monday – Friday 08.30 and 17.30 through which all enquiries from Contracting Authorities Personnel and the Contracting Authorities’ representative(s) can be channelled. The Supplier shall use this Service to assist Contracting Authorities Personnel and/or the Contracting Authorities to book appointments for Contracting Authorities Personnel where additional assistance may be required (e.g. disabled colleagues).
     2. The Supplier shall provide the Contracting Authorities with a freephone number. The Supplier’s telephone service shall provide a dedicated non premium rate and/or a 01, 02, 03 prefix telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.
     3. The Supplier shall provide an email support service to Contracting Authorities and Contracting Authorities Personnel to raise queries regarding any aspect of the Services.
     4. The Supplier shall provide a response to all queries raised to the email support service within one (1) working day.
     5. The Supplier shall ensure all queries raised to the email support service will be logged and maintained.
     6. The Supplier shall ensure their network of opticians will have the facility to be able to accept electronic vouchers or paper versions.

1. **MANDATORY REQUIREMENTS – SUPPLIER PERSONNEL** 
   1. **Qualifications**
      1. The Supplier shall ensure all Supplier Personnel are suitably experienced, skilled and/or qualified to deliver the Services for which they are employed.
      2. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver the Service.
      3. The Supplier shall ensure all Supplier Personnel who are optometrists are a member of the General Optical Council.
      4. The Supplier shall ensure that eyesight tests, as defined in the Opticians Act 1989, will be carried out by a registered ophthalmic optician, optometrist, or a registered medical practitioner with suitable qualifications e.g. ophthalmology.
   2. **Training**
      1. The Supplier shall ensure that all Supplier Personnel who provide Services shall:

* Be appropriately trained in the Contracting Authorities’ booking and authorisation processes and policies as provided by the Contracting Authorities;
* Be appropriately trained in the Supplier’s processes, procedures and policies, including those which have been agreed between the Supplier and the Contracting Authorities; and
* Undergo, at a minimum, annual training which shall include training on any changes to the above and refresher training.
  + 1. The Supplier shall ensure that any Supplier Personnel training undertaken does not interrupt the delivery services to Contracting Authorities.
    2. The Supplier shall ensure that any Supplier Personnel training is at a nil cost to Contracting Authorities.
    3. The Supplier shall keep a record of Supplier Personnel training and provide evidence of training and/or Supplier Personnel qualifications on request to the Contracting Authorities.
  1. **Vetting**
     1. The Supplier shall ensure that Supplier Personnel having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Suppliers shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all Supplier Personnel having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at: <https://www.gov.uk/government/publications/security-policy-framework>.
     2. The Supplier shall ensure that all Supplier Personnel, have been security vetted and approved to Disclosure and Barring Service (DBS) relevant standards and/or Disclosure Scotland relevant standards where appropriate. The Supplier shall ensure this is completed prior to the involvement of Supplier Personnel in the delivery of the Services under this Framework Agreement.
     3. The Supplier shall ensure that all Supplier Personnel have appropriate security clearance and comply with any additional security requirements specified by Contracting Authorities at the Call Off stage.
     4. The Supplier shall provide details of its Supplier Personnel security procedures to Contracting Authorities.
  2. **Supply Chain Management**
     1. This paragraph describes the supply chain mandatory requirements the Supplier shall comply with throughout the Framework Agreement, and the term of any Contracting Authorities Call Off contracts. This is in addition to the obligations set out in Framework Clause 25.
     2. The Supplier shall note the Government intends to continue its relentless focus on ensuring SMEs are at the forefront of its commercial thinking. Suppliers shall be required to make this Framework Agreement and Call Off contracts as accessible as possible to ensure the most appropriate Sub Contactors are part of their supply chain whilst proactively supporting the Governments SME agenda and delivering a quality service ensuring value for money is achieved.
     3. The Supplier shall proactively encourage SME’s to become part of their supply chain to support the Government’s SME agenda.
     4. The Supplier shall ensure that they exercise due skill and care in the appointment and selection of any Sub-Contractors (including associates/partners).
     5. The Supplier shall ensure that all Sub-Contractors appointed have the technical and professional resource and experience to unreservedly deliver in full all the mandatory Service requirements set out in this Framework Agreement Schedule 2.
     6. The Supplier shall be responsible for managing and monitoring the on-going performance of any Sub-Contractors appointed and ensure they have a process in place to deal with any issues with under and non-performance of appointed Sub- Contractors.
     7. The Supplier shall formalise relationships with Sub-Contractors and manage any Sub- Contractors in accordance with Good Industry Practice.
  3. **Patient Confidentiality And Anonymity**
     1. The Supplier shall ensure that all Supplier Personnel are trained in Good Industry Practice relating to patient confidentiality, and the Supplier shall provide evidence of such training on request to Contracting Authorities.

1. **MANDATORY REQUIREMENTS – SECURITY AND STANDARDS**
   1. **Security**
      1. The Supplier shall ensure that the implementation of security controls and how they shall comply to CESG BC and HMG Security Policy Framework as detailed at the link below and Industry best practice is documented, with associated security policies and standards:

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

* + 1. The Supplier shall have a Cyber Essentials Scheme Basic Certificate or equivalent at the commencement date of the first Call Off contract. Cyber Essential Scheme requirements can be located at:

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

* + 1. The Supplier shall ensure that prior to the Services ‘Go Live’ and annually thereafter that they will undertake Check Assurance with a CESG approved provider. Further information on CESG penetration testing can be found at:

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

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

### The Supplier shall ensure that Contracting Authorities information and Data is secured in a manner that complies with the Government Security Classification Policy rating of OFFICIAL-SENSITIVE. The Supplier shall ensure that the Government Security Classification Policy rating is also applied when information and Data is transmitted across all applicable networks and/or in line with the Contracting Authorities’ requirements.

### The Supplier shall, where required, have the capability to employ encryption to information / Data which shall be sent across a network or extracted by electronic means. The Supplier shall ensure that the level of encryption complies in full with the Government Security Classification Policy rating of OFFICIAL-SENSITIVE and/or in line with the Contracting Authorities’ requirements.

### The Supplier shall ensure that any suspected or actual security breaches are reported to Contracting Authorities representative immediately and depending on the impact of the breach, shall be included in monthly/quarterly performance reporting to the Authority.

### The Supplier shall comply with all relevant legislation, organisational and cross Government policy and guidelines in relation to Data and asset security.

* 1. **Standard**
     1. The Supplier shall provide secure solutions that comply with any restrictions or requirements arising out of Contracting Authorities’ security policies. This shall include, but not be limited to:
* Cyber Essentials Scheme Basic Certificate;
* CESG Check Accreditation;
* ISO27001 Information Security Management or agreed;
* BS EN ISO 9001 or agreed equivalent; and
* HMG Baseline Personnel Security
  + 1. The Supplier shall ensure that they support Contracting Authorities in meeting their legislative obligations including, but not limited to, those set out in: The Freedom of Information Act (FOI) and the Data Protection Act.
    2. The Supplier shall not charge a premium to Contracting Authorities for any additional standards and/or security compliance applicable to a Call Off contract, unless otherwise agreed in advance by Contracting Authorities.

1. **MANDATORY REQUIREMENTS – FRAMEWORK MANAGEMENT**
   1. **Framework Management**
      1. The Supplier shall comply with Framework Schedule 8 (Framework Management) and the Key Performance Indicators as set out in Framework Schedule 2, Part B (Key Performance Indicators) throughout the duration of the Framework Agreement.
2. **MANDATORY REQUIREMENTS – CONTRACTING AUTHORITIES CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION** 
   1. **Call Off Contract Management** 
      1. The Supplier shall provide a suitably qualified ‘Call Off Contract’ Manager within five (5) working days of the ‘Call Off Contract’ Commencement date, provide Contracting Authorities with the name and contact details (including the telephone number and email address) of the ‘Call Off Contract’ Manager.
      2. The Call Off Contract Manager shall have a detailed understanding of the Framework and Call Off Contract and shall have experience of managing contracts of similar size and complexity.
      3. The Supplier Call Off Contract Manager shall be the primary contact between the Supplier and the Contracting Authorities. The Supplier Call Off Contract Manager shall be responsible for managing the relationship with the Contracting Authorities, which will include:

* Ensuring continuity of provision and Service delivery;
* Service planning, monitoring and continuous improvement;
* Agreeing and documenting points of contacts with the Supplier for communication and escalation;
* Contract administration;
* The provision of Management Information;
* Attending contract review meetings at the frequency determined by the Contracting Authorities;
* Providing detailed key performance data;
* Issue resolution and Service improvement where issues have been identified; and
* Resolution of complaints and queries, which have been escalated.
  + 1. The Supplier shall provide contact details of the Supplier Personnel responsible for managing the Call Off contract if they differ to the Call Off Contract manager.
    2. Any issues that cannot be resolved between the Contracting Authorities and the Supplier can be escalated by either Party to the Authority.
    3. The Supplier shall undertake quarterly satisfaction surveys of the Services with Contracting Authorities Personnel who have used the Service on behalf of the Contracting Authorities.
    4. The Supplier shall aim for a minimum of a 50% response rate from Contracting Authorities Personnel. The surveys will contain questions relating to all aspects of the Services, including the technology used to support the Services.
    5. The Supplier shall provide the Contracting Authorities with the results of the surveys, including recommendations for Service improvements, specifically identifying changes to Services for any Contracting Authorities where user satisfaction has not met the minimum satisfaction levels agreed.
    6. The Supplier shall agree the content of satisfaction surveys in advance with the Contracting Authorities, including the measures to be used and the minimum satisfaction levels for each measure.
    7. The Supplier shall provide the Contracting Authorities with a quarterly report, listing as a minimum:
* A trend analysis of usage, broken down by types of Services.
* Market trends, including analysis of how the Contracting Authorities could benefit from adopting such trends, including a cost analysis of the adoption of such changes; and
* Proposed improvements to Services, including but not limited to, technology changes, administrative changes, charges and new ways of working. Such proposals should include an impact assessment of what such changes will mean.
  1. **Service Levels and Service Credits**
     1. The Supplier and Contracting Authorities shall agree Service Levels, Service Credits and Performance Monitoring at the Call Off stage.
     2. Annex 2 (Service Levels and Services Credits) of this Framework Schedule 2 which is for information only, provides baseline Service Levels that Contracting Authorities may implement at the Call Off stage.
     3. Where this Annex 2 applies, the relevant Call Off Contract Clauses and Call Off Contract Schedule 6: Service Levels, Service Credits and Performance Monitoring Part A: Service Levels and Service Credits shall be amended in accordance with this Annex 2 ‘Guidance Note to this Part A: Service Levels and Service Credits’.
  2. **Complaints Process**
     1. The Supplier shall ensure that any issues raised directly by customers are dealt with as a matter of priority. The Supplier shall assist in seeking speedy resolution to resolve the situation, irrespective of where the fault lies. Types of complaints that will be supported in this way include, but are not limited to:
* Contracting Authorities Personnel complaints relating to delays in booking appointments for Services.
* Contracting Authorities Personnel complaints relating to the availability of receiving the Services.
* Contracting Authorities Personnel complaints relating to any sharing of patient data.
* Contracting Authorities Personnel complaints in relation to the quality of Services received.
* Customer complaints in relation to Services not meeting specific needs of individuals e.g. facilities for disabled Contracting Authorities Personnel.
* Contracting Authorities complaints relating to failure of Service Levels; and
* Contracting Authorities complaints in relation to invoicing and billing.
  + 1. The Supplier shall acknowledge complaints made by Contracting Authorities Personnel i.e. verbal, formal or informal and written within one (1) day of the details of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution of the complaint shall be made by the Supplier to the Contracting Authorities at intervals of two (2) working days, until a satisfactory resolution has been agreed which is mutually acceptable to both Parties.
    2. The Supplier shall have in place a robust escalation process to support complaints handling and to ensure effective management and resolution of all complaints received from Contracting Authorities.
    3. The Supplier shall provide Contracting Authorities with one consolidated report (per month) for the duration of this Framework Agreement capturing all customer complaints detailed by Contracting Authorities. These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the Services and lessons learnt.
    4. The Supplier shall provide the Contracting Authorities with a copy of the documented complaints process.
  1. **Contracting Authorities Management Information (MI)**
     1. The Supplier shall provide Management Information each month to the Contracting Authorities which shall, at a minimum, include:
* An Executive Summary outlining service usage of the Services used by Contracting Authorities and emerging trends, including usage trends.
* Contracting Authorities name and further breakdown as requested e.g. by department.
* Number of Services purchased by type.
* Number of Services delivered by type as listed in the Pricing Matrix.
* Number of vouchers redeemed and expired.
* Charges in month and cumulative charges per Contract Year for each Service; and
* Service Levels performance against stated measures. Service Levels shall be measured and reported for each Contracting Authorities and will not be reported at an aggregated level across the Framework.
  + 1. The Supplier shall also include the following every quarter in the management information report:
* Consolidated complaints report, as described in this Schedule.
* Results of Contracting Authorities Personnel satisfaction surveys as described in this Framework Schedule 2.
* Continuous improvement report as described in this Framework Schedule 2 and;
* Identification of any risks identified with the delivery of the Services including mitigating actions to manage the risks going forward.
  + 1. The Supplier shall provide Contracting Authorities additional Management Information which shall be agreed at the Call Off stage. The Supplier and the Contracting Authorities shall agree the layout of Management Information reports at the Call Off stage.
    2. The Supplier shall make the Management Information available in electronic format.

1. **NON MANDATORY REQUIREMENTS**
   1. **Additional Services**
      1. The Supplier shall, if approved by Contracting Authorities, allow Contracting Authorities Personnel to:

* Choose any spectacle frame available from the optician where the eyesight test has been carried out, which are not part of the standard range of spectacle frames. The Contracting Authorities Personnel shall be responsible for any additional costs incurred for these spectacle frames.
* Make use of any applicable offer available from the optician where the eyesight test has been carried out and where spectacles have been provided to the Contracting Authorities Personnel e.g. additional frames at reduced prices. The Contracting Authorities Personnel shall be responsible for any applicable costs in excessive of the contract charges incurred; and
* The Contracting Authorities takes no liability for any additional services or costs incurred by the Contracting Authorities Personnel for any additional services.

**ANNEX 1 – GLOSSARY**

|  |  |
| --- | --- |
| Authorised Contracting Authorities Personnel | means Contracting Authorities Personnel who have the authority to order vouchers or Services on behalf of individuals. |
| Call Off Contract Manager | means the Supplier’s Contract Manager appointed to manager Contracting Authorities Contract |
| Contracting Authorities Personnel | means all employees including volunteers and managers working in the Contracting Authorities (including agencies, Non-Departmental Public Bodies (NDPB’s) and Arms Length Bodies (ALB’s)) office locations and to those working remotely and in field locations, both in the UK and abroad. |
| Data | means Data relating to a record which is stored on the Supplier’s systems and databases. |
| Go Live | means an IT System or Service becoming operational. |
| Supplier Personnel | means the Personnel of the Supplier with whom the Contracting Authorities have entered into a Call Off contract |
| Service Levels | means the Contracting Authorities specified Service Level linked to specific functions which the Supplier is required to undertake as part of the Contract. |

**ANNEX 2: SERVICE LEVELS AND SERVICE CREDITS**

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

1. **GENERAL PROVISIONS**
   1. The Supplier shall provide a proactive Call Off Contract manager to ensure that all Service Levels in this Call Off Contract and Key Performance Indicators in the Framework Agreement are achieved to the highest standard throughout, respectively, the Call Off Contract Period and the Framework Period.
   2. The Supplier accepts and acknowledges that a Service Level Failure will result in Service Credits being issued to Customers in accordance with this Part A of Call Off Contract Schedule 6.
2. **PRINCIPAL POINTS**
   1. The objectives of the Service Levels and Service Credits are to:
      1. ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
      2. provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier’s failure to deliver the level of service for which it has contracted to deliver; and
      3. incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
3. **SERVICE LEVELS**
   1. Annex 1 to this Part A of this Call Off Schedule 6 sets out the Service Levels the performance of which the Parties have agreed to measure.
   2. The Supplier shall, at all times, provide the Goods and/or Services in such a manner that the Green Service Levels Performance Measures are achieved.
   3. If the level of performance of the Supplier of any element of the provision by it of the Services during the Call Off Contract Period is likely to or fails to meet any Service Level Performance Measure the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising including under Clause 13 of this Call Off Contract (Service Levels and Service Credits), may:
      * + 1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent the failure of the Service Level Performance Measure from taking place or recurring; and
          2. if the action taken under paragraph (a) above has not already prevented or remedied the failure of the Service Level Performance Measure the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
          3. if a Service Level Failure has occurred, deduct from the Call Off Contract Charges the applicable Service Level Credits payable by the Supplier to the Customer in accordance with this Part A of this Call Off Schedule 6; or
          4. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 14 of this Call Off Contract (Critical Service Level Failure) (including subject, for the avoidance of doubt, the proviso in Clause 14.2.2 of this Call Off Contract in relation to Material Breach).
          5. Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.
4. **SERVICE CREDITS**
   1. Annex 1 to this Part A of this Call Off Schedule 6 sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given service period which, for the purpose of this Call Off Schedule 6, shall be a recurrent period of one Month during the Call Off Contract Period (the “**Service Period**”).
   2. A “**Service Level Failure**” shall be when any of the following are reported in a Performance Monitoring Report produced in accordance with Part B of this Call Off Schedule 6:
      1. the Supplier’s performance of any Critical Service Level is reported as failing to meet the Red Service Level Performance Measure in a given Service Period;
      2. the Supplier’s performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level twice or more in any three (3) consecutive Service Periods;
      3. the Supplier’s performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level four (4) times or more in any twelve (12) consecutive Service Periods; and
      4. the Supplier’s performance of a single Service Level is reported as failing to meet the Amber Service Level Performance Measure for that Service Level six (6) times or more in any twelve (12) consecutive Service Periods.
   3. The Customer shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Monitoring) of this Call Off Schedule 6 to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.
   4. Where a Service Level Failure occurs the percentage identified as the “Service Credit Payable” for the relevant Service Level Criterion in Annex 1 of Part A of this Call Off Schedule 6 shall be applied to the Contract Charges for the Month in which the Service Level Failure occurs and the resulting amount deducted from such Contract Charges.
   5. Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the invoice for the Month in which the Service Level Failure occurs.
5. **NATURE OF SERVICE CREDITS**
   1. The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Call Off Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

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

1. **BASELINE SERVICE LEVELS FOR EYE CARE SERVICES:**

|  |  | Service Level Performance Measure | | | |  |
| --- | --- | --- | --- | --- | --- | --- |
| Service Level Performance Criterion | Description | Service Level– Fail  RED | Service Level – Warning  AMBER | Service Level – Pass  GREEN | Service Credit Payable (%) |  |
| **Online Portal** | Web Portal to be available Monday to Friday 08:00 – 18:00 | <98% | >= 98% and < 100% | 100% |  | Critical Service Level |
|  | Issue of eye care voucher within one (1) working day of receipt of request | <97% | >= 97% and < 99% | >= 99% |  | Critical Service Level |
| **DSE Eyesight tests** | DSE eyesight tests to be booked within ten (10) working days of request for appointment | <100% |  | 100% |  |  |
| **Fitting of prescription DSE spectacles** | Supply and fit lenses into DSE spectacles after order placed within seven (7) working days | <97% | >= 97% and < 99% | >= 99% |  |  |
| **Safety Eye Care Eye Sight Tests** | Safety eyesight tests to be booked within ten (10) working days of request for appointment | <100% |  | 100% |  |  |
| **Medical Fitness eyesight test** | All appointments to be booked within ten (10) working days of request for appointment | < 98% | >= 98% and < 100% | 100% |  |  |
|  | Test Reports to be delivered within two (2) working days of the completion of the test | <97% | >= 97% and < 99% | >= 99% |  |  |
| **Colour Vision eyesight test** | All appointments to be booked within ten (10) working days of request for appointment | <97% | >= 97% and < 99% | >= 99% |  |  |
|  | Test Reports to be delivered within two (2) working days of the completion of the test | <97% | >= 97% and < 99% | >= 99% |  |  |
| **Safety Eye Wear** | Delivery of fitted lenses into prescription safety spectacles, prescription polarised spectacles, prescription sunglasses and prescription reaction spectacles within seven (7) working days of order being placed | <97% | >= 97% and < 99% | >= 99% |  |  |
|  | Delivery of fitted occupational lenses and prescription lens inserts within ten (10) working days of an order being placed | <97% | >= 97% and < 99% | >= 99% |  |  |
| **After Sales Service** | After Sales Services to be delivered within five (5) working days following appointment | <97% | >= 97% and < 99% | >= 99% |  |  |
| **Call Off Contract Management** | All customer complaints to be acknowledged within one (1) Working Day of receipt | < 97% | > = 97% and < 99% | > = 99% |  |  |
|  | Customers to be updated regarding complaints resolution at an interval of every two (2) Working Days until Complaint resolved | < 97% | > = 97% and < 99% | > = 99% |  |  |
|  | All customer satisfaction surveys to meet agreed target measures | < 90% | > = 90% and < 95% | > = 95% |  |  |
| Telephone and Email Support Services | Telephone support services to be available Monday – Friday, 08:00 to 17:30. | <100% |  | 100% |  |  |
|  | All queries to Email support Service to be responded to within one (1) working day | <100% |  | 100% |  |  |

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

The following amendments shall be made to the Call Off Contract where this Part A of Call Off Contract Schedule 6 applies.

Amendments to Call Off Contract Clauses:

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

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

|  |  |
| --- | --- |
| **“Amber Service Level Performance Measure”** | shall be the amber service level performance measure as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring); |
| **“Critical Service Level”** | shall be those Service Level Performance Criteria identified as critical service levels in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring); |
| **“Critical Service Level Failure”** | means a failure to meet a Red Service Level Performance Measure for a Critical Service Level; |
| **“Green Service Level Performance Measure”** | shall be the green service level performance measure as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring); |
| **“Red Service Level Performance Measure”** | shall be the red service level performance measure as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring); |
| **"Service Level Failure"** | has the meaning given to it in paragraph 4.2 to Part A of Call Off Schedule 6; |
| **“Service Level Performance Criteria”** | the performance criteria for achieving the Service Levels shown in Annex 1 to Part A of Call Off Schedule 6; |
| **“Service Level Performance Measure”** | A Red Service Level Performance Measure, an Amber Service Level Performance Measure or a Green Service Level Performance Measure; |