

Reference: FOI.ICB-2627/003

Subject: Language Access, Commissioning, and Accessibility Strategy

I can confirm that the ICB does hold some of the information requested; please see responses below:

QUESTION	RESPONSE				
<p>This request pertains to your organisation's commissioning, strategy, and oversight of language access, interpreting, translation, and other communication accessibility services.</p> <p>I would be grateful if you could provide the following information:</p>					
<p>1. Current Provision & Scope</p> <p>a. The name(s) of your current supplier(s) for:</p> <ol style="list-style-type: none"> i. Spoken language interpreting (including telephone and video remote interpreting) ii. Written translation iii. British Sign Language (BSL) interpreting iv. Other accessible communication formats (e.g., Easy Read, large print, braille) <p>b. For each contract, the start date and end date (including any extension options).</p> <p>c. The total contract value (annual and full-term, if available).</p> <p>d. Please clarify if these contracts are for the ICB's own corporate use, or if they are system-wide agreements available to your commissioned provider organisations</p>	<p>a. The name(s) of your current supplier(s) for:</p> <ol style="list-style-type: none"> i. Language Empire ii. Language Empire iii. Sign Solutions iv. Language Empire, or Sign Solutions depending on requirement <p>b. Language Empire, 01/10/2024 to 30/09/2027 and Sign Solutions, 01/10/2024 to 30/09/2027</p> <p>c. Both contracts are activity based. Annual spend for the duration of the current contracts is given based on the October-September contract term:</p> <p>Language Empire</p> <table data-bbox="1176 1340 1646 1420"> <tr> <td>Oct 24 to Sep 25</td> <td>£271,818.71</td> </tr> <tr> <td>Oct 25 to Mar 26</td> <td>£153,902.66</td> </tr> </table>	Oct 24 to Sep 25	£271,818.71	Oct 25 to Mar 26	£153,902.66
Oct 24 to Sep 25	£271,818.71				
Oct 25 to Mar 26	£153,902.66				

<p>(e.g., NHS Trusts, Primary Care Networks, General Practice).</p>	<p>Sign Solutions</p> <table data-bbox="1176 331 1646 411"> <tr> <td>Oct 24 to Sep 25</td> <td>£121,794.53</td> </tr> <tr> <td>Oct 25 to Mar 26</td> <td>£67,386.57</td> </tr> </table> <p>d. The figures above relate to the contracts held for provision of language services to Primary Care providers only. NHS Trusts are contracted under the NHS Standard Contract which requires them to arrange language services. Primary Care trusts are comprised of General Practices which are included in the figures above.</p>	Oct 24 to Sep 25	£121,794.53	Oct 25 to Mar 26	£67,386.57		
Oct 24 to Sep 25	£121,794.53						
Oct 25 to Mar 26	£67,386.57						
<p>2. System-Wide Spend and Usage</p> <p>a. The total annual spend on language services across your Integrated Care System (ICS) for the last three financial years.</p> <p>b. A breakdown of this spend by service type (e.g., face-to-face interpreting, telephone interpreting, video remote interpreting, translation, BSL).</p> <p>c. If available, please provide a further breakdown of spend and usage data by provider type (e.g., Primary Care, Acute Trusts, Mental Health Trusts, Community Services).</p> <p>d. The top 10 most requested languages (excluding BSL) by volume across the system over the last 12 months.</p> <p>e. The total volume of bookings/assignments in the last 12 months, broken down by service type if possible.</p>	<table data-bbox="1131 722 1742 882"> <tr> <td>a. Apr 23 - Mar 24</td> <td>£313,156.63</td> </tr> <tr> <td>Apr 24 - Mar 25</td> <td>£380,888.76</td> </tr> <tr> <td>Apr 25 - Mar 26</td> <td>£413,791.25</td> </tr> </table> <p>The figures above relate to the contracts held for provision of language services to Primary Care providers only.</p> <p>Acute Trusts, Mental Health Trusts, and Community Services are contracted under the NHS Standard Contract which requires them to arrange language services.</p> <p>North Bristol NHS Trust (NBT): https://www.nbt.nhs.uk/about-us/information-governance/freedom-information/request-information</p> <p>University Hospitals Bristol and Weston NHS Foundation Trust (UHBW): https://www.uhbw.nhs.uk/p/how-we-use-your-data/freedom-of-information-foi-requests</p>	a. Apr 23 - Mar 24	£313,156.63	Apr 24 - Mar 25	£380,888.76	Apr 25 - Mar 26	£413,791.25
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Avon and Wiltshire Mental Health Partnership (AWP) NHS
Trust: <https://www.awp.nhs.uk/contact-us/freedom-information>

Sirona Care and Health: Sirona.hello@nhs.net

b.

2023-24	
Spoken F2F Interpreting	£639.51
Signed F2F interpreting	£89,441.96
Telephone Interpreting	£212,365.35
Video Interpreting	£171.00
Document Translation	£10,538.81
2024-25	
Spoken F2F Interpreting	£5,118.71
Signed F2F interpreting	£114,785.15
Telephone Interpreting	£238,281.45
Video Interpreting	£81.00
Document Translation	£22,622.45
2025-26	
Spoken F2F Interpreting	£12,040.88
Signed F2F interpreting	123941.75
Telephone Interpreting	£254,949.96
Video Interpreting	£270.00
Document Translation	£22,588.66

c. Please refer to question a. we advise you to contact the Acute Trusts, Mental Health Trusts, and Community Services directly for more information.

- d. The top 10 most requested languages (excluding BSL) by volume across the system over the last 12 months.

SOMALI	4034
Arabic - All or Any	3757
PASHTO	2198
POLISH	1899
FARSI	1874
Kurdish (Sorani)	1770
ROMANIAN	1493
Bengali (Sylheti)	1330
URDU	1197
Dari (Afghanistan)	782

- e.

2025-26	
Spoken F2F Interpreting	262
Signed F2F interpreting	600
Telephone Interpreting	33,849
Video Interpreting	4
Document Translation	219

3. Procurement and Future Strategy

- The procurement route used for the current contracts (e.g., open tender, framework, direct award).
- If procured via a framework, please provide the name of the framework and the framework provider.
- The anticipated timeline for re-procurement or renewal.

- Both contracts - Language Empire and Sign Solutions – were procured using the Crown Commercial Services RM6141 framework.
- Both contracts - Language Empire and Sign Solutions – were procured using the Crown Commercial Services RM6141 framework.
- Both contracts expire on 30 September 2027

<ul style="list-style-type: none"> d. The name and contact details of the person or team responsible for managing these contracts and/or commissioning strategy. e. Are there plans to consolidate language service procurement across your ICS under a single framework or contract in the next procurement cycle? 	<ul style="list-style-type: none"> d. Noting that ICBs are currently undergoing a significant organisational change process, the current lead for contract managing these contracts is the Assistant Contract Manager – Primary Care. Enquires should be sent to the Primary Care Contracts Team: bnssg.pc.contracts@nhs.net e. No
<p>4. Performance and Governance</p> <ul style="list-style-type: none"> a. The key performance indicators (KPIs) used to measure supplier performance. b. Details of any service credits, penalties, or formal performance concerns raised against your supplier(s) in the last 12 months. c. A copy of the service specification for the current contract(s), if publicly shareable. 	<ul style="list-style-type: none"> a. See enclosed Framework Call-Off Schedule 14 (Service Levels) b. None c. See enclosed Framework Call-Off Schedule 20 (Call-Off Specification) <p>Please note that FOI requests and responses are publicly available and therefore personal information has been redacted. The ICB considers the name(s) included in the enclosed document(s) to be personal information and therefore has applied a section 40 (Personal Information) exemption to this information.</p>
<p>5. Strategy, Health Inequalities, and Accessibility</p> <ul style="list-style-type: none"> a. Does the ICB have a formal Language Access or Communication Accessibility Policy that applies across the ICS? b. How does the ICB's commissioning strategy for language services specifically support its statutory duty to reduce health inequalities? 	<ul style="list-style-type: none"> a. The ICB's Management of Complaints, Compliments and General Enquiries Policy makes reference to language provisions, please see section 9; <i>Equality of Access and Non-Discriminatory Practice</i>, Management of Compliments, General Enquiries and Complaints Policy - BNSSG Healthier Together b. The ICB does not have a specific commissioning strategy for language services, however the provision of language services allows people to access healthcare services and

<ul style="list-style-type: none"> c. Has the ICB identified any specific patient pathways or geographical areas where language access is a key challenge to be addressed? d. Does the ICB have a specific policy or strategy regarding the promotion and use of digital/remote interpreting (video and telephone) versus face-to-face interpreting across its provider network? e. Please provide any published equality impact assessments relating to language or communication access. f. Please provide any data you hold on patient feedback, complaints, or Patient Advice and Liaison Service (PALS) contacts related to language access services in the last 12 months. 	<p>therefore mitigating inequalities that arise from a potential language barrier.</p> <ul style="list-style-type: none"> c. The ICB uses internal data and other sources such as Local Authority Needs assessments to identify geographical areas where language access challenges exist. d. No e. The ICB has not published any EIAs on this subject f. The ICB has received zero complaints related to language access services in the last 12 months
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The information provided in this response is accurate as of 5 May 2026 and has been approved for release by Jenny Bowker, Deputy Director of Performance Delivery, Primary Care for NHS Bristol, North Somerset and South Gloucestershire ICB.

Call-Off Schedule 14 (Service Levels)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

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2.4.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold;
- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service Credits Table

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Interpreting Request Fulfillment	Availability	98% of requests fulfilled in any service month	80% of requests fulfilled in any service month	1% Service Credit gained for each percentage under the specified Service Level Performance Measure

The Service Credits shall be calculated on the basis of the following formula:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance) = $x\%$ of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period) = 23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

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- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

- 4.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

BNSSG ICB Primary Care Language Services summary of needs

Need	Details
Language Services	<p>Services required are:</p> <p>Spoken interpreting, face-to-face and remote (telephone or video)</p> <p>Document Translation</p> <p>Signed interpreting – BSL</p> <p>And by exception:</p> <p>arrangement of International Sign Language interpreting, Lipspeaking</p>
Languages required	<p>Language requested over 12 months in order of volume. Top 16 languages (bold) account for 80% of total usage.</p> <p>Arabic, Somali, Polish, Romanian, Pashto, Sorani, Portuguese, Spanish, Farsi, Urdu, Mandarin, Ukrainian, Dari, Cantonese, Bengali, Punjabi, Russian, Bulgarian, Turkish, Albanian, Sylheti, Hungarian, Tigrigna, French, Czech, Amharic, Tamil, Italian, Hindi, Sudanese Arabic, Vietnamese, Gujarati, Bahdini, Slovak, Wolof, Lithuanian, Greek, Akan, Latvian, Oromo, Thai, Nepali, Swahili, Georgian, Indonesian, Malayalam, Japanese, Kurmanji, Portuguese Brazilian, Soninke, Khmer, Lingala, Tagalog, German, Sinhala, Malay, Chin Hakha, Bosnian, Telugu, Rundi, Fulani, Armenian, Kinyarwanda, Laotian, Igbo, Uzbek, Azerbaijani, Mandinka, Nigerian Pidgin, Danish, Portuguese Cape Verdean, Hebrew, Korean, Maay</p>
Professional Standards	<p>All Interpreters must adhere to the framework code of conduct, including but not limited to standards around confidentiality, competence, disclosure of conflicts of interest or relevant criminal record, and discrimination.</p> <p>All interpreters must be able to provide photo ID, and have permission to work in UK</p>

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Need	Details																																																										
Volumes	<table border="1" data-bbox="639 282 1254 1509"> <thead> <tr> <th data-bbox="639 282 1110 356">Service type by year</th> <th data-bbox="1110 282 1254 356">Total Requests</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="639 356 1110 398">On Demand Telephone Interpreting</td> </tr> <tr> <td data-bbox="639 398 1110 441">2021-22</td> <td data-bbox="1110 398 1254 441">21,565</td> </tr> <tr> <td data-bbox="639 441 1110 483">2022-23</td> <td data-bbox="1110 441 1254 483">27,317</td> </tr> <tr> <td data-bbox="639 483 1110 526">2023-24</td> <td data-bbox="1110 483 1254 526">28,528</td> </tr> <tr> <td colspan="2" data-bbox="639 526 1110 568">Schedule Telephone Interpreting</td> </tr> <tr> <td data-bbox="639 568 1110 611">2021-22</td> <td data-bbox="1110 568 1254 611">184</td> </tr> <tr> <td data-bbox="639 611 1110 654">2022-23</td> <td data-bbox="1110 611 1254 654">442</td> </tr> <tr> <td data-bbox="639 654 1110 696">2023-24</td> <td data-bbox="1110 654 1254 696">1,017</td> </tr> <tr> <td colspan="2" data-bbox="639 696 1110 739">Document Translation</td> </tr> <tr> <td data-bbox="639 739 1110 781">2021-22</td> <td data-bbox="1110 739 1254 781">28</td> </tr> <tr> <td data-bbox="639 781 1110 824">2022-23</td> <td data-bbox="1110 781 1254 824">134</td> </tr> <tr> <td data-bbox="639 824 1110 866">2023-24</td> <td data-bbox="1110 824 1254 866">114</td> </tr> <tr> <td colspan="2" data-bbox="639 866 1110 909">Spoken Face to Face Interpreting</td> </tr> <tr> <td data-bbox="639 909 1110 952">2021-22</td> <td data-bbox="1110 909 1254 952">15</td> </tr> <tr> <td data-bbox="639 952 1110 994">2022-23</td> <td data-bbox="1110 952 1254 994">4</td> </tr> <tr> <td data-bbox="639 994 1110 1037">2023-24</td> <td data-bbox="1110 994 1254 1037">14</td> </tr> <tr> <td colspan="2" data-bbox="639 1037 1110 1079">Spoken Video Interpreting</td> </tr> <tr> <td data-bbox="639 1079 1110 1122">2021-22</td> <td data-bbox="1110 1079 1254 1122">2</td> </tr> <tr> <td data-bbox="639 1122 1110 1164">2022-23</td> <td data-bbox="1110 1122 1254 1164">0</td> </tr> <tr> <td data-bbox="639 1164 1110 1207">2023-24</td> <td data-bbox="1110 1164 1254 1207">5</td> </tr> <tr> <td colspan="2" data-bbox="639 1207 1110 1249">Signed Face to Face Interpreting</td> </tr> <tr> <td data-bbox="639 1249 1110 1292">2021-22</td> <td data-bbox="1110 1249 1254 1292">424</td> </tr> <tr> <td data-bbox="639 1292 1110 1335">2022-23</td> <td data-bbox="1110 1292 1254 1335">476</td> </tr> <tr> <td data-bbox="639 1335 1110 1377">2023-24</td> <td data-bbox="1110 1335 1254 1377">539</td> </tr> <tr> <td colspan="2" data-bbox="639 1377 1110 1420">Signed Video Interpreting</td> </tr> <tr> <td data-bbox="639 1420 1110 1462">2021-22</td> <td data-bbox="1110 1420 1254 1462">0</td> </tr> <tr> <td data-bbox="639 1462 1110 1505">2022-23</td> <td data-bbox="1110 1462 1254 1505">2</td> </tr> <tr> <td data-bbox="639 1505 1110 1547">2023-24</td> <td data-bbox="1110 1505 1254 1547">14</td> </tr> </tbody> </table> <p data-bbox="501 1581 1398 1644">Note: volumes have been increasing due to a combination of service usage and immigration support.</p>	Service type by year	Total Requests	On Demand Telephone Interpreting		2021-22	21,565	2022-23	27,317	2023-24	28,528	Schedule Telephone Interpreting		2021-22	184	2022-23	442	2023-24	1,017	Document Translation		2021-22	28	2022-23	134	2023-24	114	Spoken Face to Face Interpreting		2021-22	15	2022-23	4	2023-24	14	Spoken Video Interpreting		2021-22	2	2022-23	0	2023-24	5	Signed Face to Face Interpreting		2021-22	424	2022-23	476	2023-24	539	Signed Video Interpreting		2021-22	0	2022-23	2	2023-24	14
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Budget	The Budget for the maximum of 3+1 years is £1,082,751.30																																																										

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Need	Details
Geography	Services to be available to the following sites commissioned by Bristol, North Somerset, and South Gloucestershire ICB: Medical Sites Pharmacy Sites Dental Sites Optometry Sites Individual site details will be provided in site lists
Availability	On-demand services to be available to all Primary Care providers during GP core hours of 08:00 to 18:30 as a minimum. Bookable services to be available to all Primary Care providers at all times with sufficient notice. Bookings should be able to be made freephone telephone number, email, or online
Service level	On-demand 98% fulfilment Pre-booked 98% fulfilment
Contract management	Contact point for contractual and operational queries Attendance at and engagement with contract performance meetings to be held quarterly as a minimum. Provision of Management Information regularly to support invoicing, and in response to ad-hoc requests as required. Consolidated invoicing for all elements of the services.
Service Improvement	Provider to work with commissioner to develop and improve service over the lifetime of the contract, responding to changes in demand



05 September 2024