SUBSTANCE MISUSE RECOVERY SERVICES

IN NOTTINGHAMSHIRE

FRAMEWORK AGREEMENT
NCC000042

Contents

THIS CONTRACT is made the day of 2014

BETWEEN

THE COUNCIL

(1) **NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall, Loughborough Road, West Bridgford, Nottingham NG2 7QP

and

THE PROVIDER

(2) **CRIME REDUCTION INITIATIVES LIMITED** of 3rd Floor, Tower Point, 44 North Road, Brighton, East Sussex. BN1 1YR

RECITALS

(A) The Council must exercise a number of health service functions set out in section 2B of the NHS Act 2006 and the Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations.

(B) The Council invited potential providers to tender for the provision of substance misuse recovery services and obesity prevention and weight management services to the Contracting Bodies under a framework agreement to satisfy the obligations in (A).

(C) The Provider submitted a Tender.

(D) On the basis of the Provider's Tender, the Council selected the Provider to enter a framework agreement to provide Services on a call-off basis to the Contracting Bodies in accordance with this Contract.

(E) This Contract sets out the award and ordering procedure for the Services, the terms and conditions of any Call-Off Contract which the Contracting Body may conclude, and the obligations of the Provider during and after the term of this Contract.

SECTION A

A1 DEFINITIONS and INTERPRETATIONS

The terms and expressions as used in these Terms and Conditions shall have the meanings set out below:

Defined Terms and Expressions	Definition
Abuse	a single or repeated act, or lack of appropriate action, occurring within a relationship where there is an expectation of trust which causes or is likely to cause harm or distress to a Service User, their Carer and/or Representative including but not limited to physical, emotional, verbal, financial, sexual or racial abuse, neglect of, or cruelty towards, Service Users or abuse through misapplication of drugs.
Service OutcomeAchieved Service Outcome	in respect of any Service in any measurement period, the standard of performance actually achieved by the Provider in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the Service Outcome for that Service is calculated and expressed in C3
Activity	means any levels of services and/or Service User flows set out in the Schedules
APC	Area Prescribing Committee
Approval	the written consent of the Authorised Officer and Approved shall be interpreted accordingly
Authorised Officer	the person for the time being appointed by the Contracting Body and specified in Clause C1, as being authorised to administer the Contract on behalf of the Contracting Body or such person as may be nominated by the Authorised Officer to act on its behalf
BBV	Blood borne virus
BCDR	the Business Continuity and Disaster Recovery Plan as further detailed at Clause C18.1
Best Industry Practice	means the standards which fall within the upper quartile in the relevant industry and using standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced provider and a person engaged in the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the Service Outcomes, the Term, the pricing structure and any other relevant factors.
Bribery Act	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Business	a plan by which the Provider plans to maintain their business or the

Continuity Plan	Services they provide in the event of adverse impact to critical elements of that business or service as further detailed at Clause C18.1
Business Day	Monday to Friday, excluding any public holidays in England and Wales.
Caldicott Guardian	The senior health professional responsible for safeguarding the confidentiality of patient information
Call-Off Contract	The legally binding agreement (made pursuant to this Contract) for the provision of the Services made between a Contracting Body and the Provider comprising the Conditions of the Contract, except Clause A4, the Schedules and Annex A. The Conditions of Contract, except Clause A4, and the Schedules shall be included in the Call-Off Contract as if repeated in the Call-Off Contract, and will for the avoidance of doubt be directly enforceable rights and obligations as between the Contracting Body and the Provider.
Carer	a relative, friend or neighbour or other third party who, without payment, provides informal help and support to the Service User
Catastrophic Failure	means a failure by the Provider for whatever reason to implement the Disaster Recovery Plan successfully and in accordance with its terms on the occurrence of a Disaster and any action by the Provider, whether in relation to the Services and this Contract or otherwise, which in the reasonable opinion of the Authorised Officer has or may cause significant harm to a Service User or the reputation of the Contracting Body.
Change in Control	any sale or other disposal of any legal, beneficial or equitable interest in any or all of the equity share capital of a corporation (the effect of which is to confer on any person (when aggregated with any interest(s) already held or controlled) the ability to control the exercise of 50% or more of the total voting rights exercisable at general meetings of that corporation on all, or substantially all, matters), provided that a Change in Control will be deemed not to have occurred if after any such sale or disposal the same entities directly or indirectly exercise the same degree of control over the relevant corporation;
Commencement Date	1st October 2014
Commissioner	a commissioner of the Services
Competent Body	means any body that has authority to issue standards or recommendations with which either Party must comply
Competent Person	the person appointed by the Provider responsible for Health and Safety matters.
Conditions	means this Contract's terms and conditions and/or any modification

	duly agreed in accordance with this Contract
Conditions Precedent	means the conditions precedent, if any, to commencement of service delivery and set out in Schedule B
Confidential Information	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, Developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers or either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and the Commercially Sensitive Information.
Contract	the framework agreement between the Provider and the Council consisting of these Conditions and any attached Schedules, the ITT and any other documents (or parts thereof) specified by the Council
Contracting Body	The Council, the PCC and other public bodies in the geographical area of Nottinghamshire
Contract Price	the undisputed monies exclusive of any applicable tax, payable to the Provider by the relevant Contracting Body under this Contract, as set out in Schedule E, for the full and proper performance by the Provider of its obligations under this Contract as may be varied from time to time in accordance with the provisions of this Contract
Contract Query	(i) a query on the part of a Contracting Body in relation to the performance or non-performance by the Provider of any obligation on its part under this Contract; or (ii) a query on the part of the Provider in relation to the performance or non-performance by any Contracting Body of any obligation on its part under this Contract, as appropriate
Contract Query Notice	a notice setting out in reasonable detail the nature of a Contract Query
Contract Standard	the standard set out in clause C4.
Contract Year	a period of 12 months, commencing on the Commencement Date and each subsequent period of 12 months.

CQC	Care Quality Commission or its successor organisation.
CQC Regulations	means the Care Quality Commission (Registration) Regulation 2009
DANOS	Drug and Alcohol National Occupational Standards
Data Processor	shall have the same meaning as set out in the DPA .
Data Protection Legislation	the Data Protection Act 1998 (DPA), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
Data Subject	Shall have the meaning set out in the DPA
DBS	The Disclosure and Barring Service established under the Protection of Freedoms Act 2012
Default	means any breach of the obligations of the Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the Provider or the Staff in connection with or in relation to the subject-matter of this Contract and in respect of which the Provider is liable to the Contracting Body
Deprivation of Liberty	the deprivation of liberty safeguards introduced in 2009 to prevent the unlawful detention of adults in hospitals and care settings who lack capacity to choose where they live and/or to consent to care and treatment.
DH	Department of Health
Disaster	any unplanned interruption or event which significantly prevents or impairs a) the ability of the Provider to perform the Services (in whole or in part); b) the ability of the Contracting Body to receive the Services (in whole or in part); or c) the ability of either Party to operate systems or equipment to which the Services relate (in each case whether in whole or in part) in accordance with this Contract.
Disaster Recovery Plan	a plan prepared in respect of the Services which sets out the procedures to be adopted by the Provider in the event that the Provider or its Sub-contractor are unable for whatever reason to provide the Services or any part of the Services by reason of a Disaster (including the procedures to be taken by the Provider in planning and providing for any such event).
Dispute Resolution Procedure	the procedure set out in clause H6
DPA	means the Data Protection Act 1998
EIR	Environmental Information Regulation 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such

	regulations.
Employment Checks	means the pre-appointment checks that are required by Law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks
Enhanced DBS & Barred List Check	means an Enhanced DBS & Barred List Check (child) or Enhanced DBS & Barred List Check (adult) or Enhanced DBS & Barred List Check (child & adult) (as appropriate)
Enhanced DBS & Barred List Check (child)	means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's barred list
Enhanced DBS & Barred List Check (adult)	means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS adult's barred list
Enhanced DBS & Barred List Check (child & adult)	means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's and adult's barred list
Enhanced DBS Check	means a disclosure of information comprised in a Standard DBS Check together with any information held locally by police forces that it is reasonably considered might by relevant to the post applied for
Enhanced DBS Position	means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), which also meets the criteria set out in the Police Act 1997 (Criminal Records) Regulations 2002 (as amended), and in relation to which an Enhanced DBS Disclosure or an Enhanced DBS & Barred List Check (as appropriate) is permitted
Exception Report	A report issued in accordance with C15 notifying the relevant Party's Governing Body of that Party's breach of a Remedial Action Plan and failure to remedy that breach.
Excusing Notice	means a notice setting out in reasonable detail the Receiving Party's reasons for believing that a Contract Query is unfounded, or that the matters giving rise to the Contract Query are: (i) due wholly or partly to an act or omission by the Issuing Party; or (ii) a direct result of the Receiving Party following the instructions of the Issuing Party; or (iii) due to circumstances beyond the Receiving Party's reasonable control but which do not constitute an event of Force Majeure
Exit Management Plan	The exit management plan to be agreed between the Parties in accordance with clause H4 and set out in Schedule N
Expiry Date	The date the Provider will cease to provide the Services to the Contracting Body, namely, 30 September 2018 being four years from

	the Commencement Date, unless terminated earlier or extended in accordance with the Conditions of this Contract
Fair Deal for Staff Pensions	means the guidance note issued by HM Treasury in June 2004 titled "FAIR DEAL FOR STAFF PENSIONS: PROCUREMENT OF BULK TRANSFER CONTRACTS AND RELATED ISSUES" relating to the treatment of pensions issues in compulsory transfer of public sector staff including NHS staff, as amended, superseded or otherwise from time to time.
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and / or codes of practice issued by the Information Commissioner, the Department of Constitutional Affairs, the Office of Government Commerce and the NHS in relation to such legislation or relevant codes of practice to which the DH and the Contracting Bodies are subject
Force Majeure Event	means the occurrence after the Commencement Date of: a) war, civil war, riot, civil unrest, civil emergency, terrorist attack or threat of terrorist attack; b) nuclear, chemical or biological contamination; or c) an act of God.
General Change in Law	means a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Provider) or which would affect or relate to a comparable supply of Services of the same or a similar nature to the supply of the Services
Good Clinical Practice	means using standards, practices, methods and procedures conforming to the Law and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider, or a person providing services the same as or similar to the Services, at the time the Services are provided, as applicable
Governing Body	in respect of a Party, the board of directors, governing body, executive team or other body having overall responsibility for the actions of that Party.
GP	General practitioner
Guidance	any applicable local authority, clinical, health or social care guidance, direction or determination to which the Contracting Body and/or Provider has a duty to have regard to including any document published under section 73B of the NHS Act 2006, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Provider by the Contracting Body and/or any relevant regulatory or supervisory body.

HMP	Her Majesty's Prison
IG Guidance for Serious Incidents	The Serious Incident Framework dated 27 March 2015 available at: http://www.england.nhs.uk/wp-content/uploads/2015/04/serious-incidnt-framwrk-upd.pdf
Improper Conduct	any action that may reasonably be considered to be to the detriment of a Service User's welfare or to the delivery of the Service or the reputation of the Contracting Body – either by positive action or by omission. Such action shall include but is not limited to: a) Abuse b) Fraud and theft from Service Users c) Sexual misconduct or sexual exploitation d) Improper inducements, including inducements offered to employees of the Contracting Bodies e) Conspiracy with officers of the Contracting Bodies to defraud or disadvantage Service Users f) Financial malpractice g) Business continuity failure.
Improvement Plan	means a set of activities designed to bring gradual, but continual improvement to Service delivery through constant review
Information	has the meaning given under section 84 of FOIA.
Information Breach	any failure on the part of the Provider to comply with its obligations under Section F
Information Governance Lead	the Provider's nominated person, being an executive or senior manager on the Governing Body of the Provider, whose role it is to take ownership of the organisation's information policy, act as champion for information on the Governing Body of the Provider and provide written advice to the accounting officer on the content of the organisation's statement of internal control in regard to information governance.
Intellectual Property Rights	means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off
Issuing Party	The Party which has issued a Contract Query Notice
ITT	The invitation to tender specific to the Services.

Key Personnel	Those members of Staff identified as such in Schedule K
Law	means but is not limited to any applicable Act of Parliament, statutory legislation, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, by-law, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Provider is bound to comply, orders, regulations and other similar instruments, National Standards, Guidance, any applicable industry code, the requirements of any court with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union. Any reference to "Legislation" shall be construed accordingly
Legal Guardian	means an individual who, by legal appointment or by the effect of a written law, is given custody of both the property and the person of one who is unable to manage their own affairs
Lessons Learned	means experience derived from provision of the Services, the sharing and implementation of which would be reasonably likely to lead to an improvement in the quality of the Provider's provision of the Services
Local HealthWatch	means the local independent consumer champion for health and social care in England
Losses	all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but to avoid doubt excluding loss of profit (other than profits directly and solely attributable to provisions of the Services), loss of use, loss of production, increased operating cost, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature whether arising in tort or on any other basis.
Material Breach	includes the following: a) failure to have in place the insurance cover required under Clause G2. b) non-compliance with the equal opportunity requirements of Clause E2. c) evidence of Abuse d) breach of the requirements of Clause B13 or Clause E1 e) the conviction of the Provider of an offence under the provisions of the Care Standards Act 2000. f) persistent use by the Provider or a Sub-Contractor of unqualified or untrained Staff. g) failure to remedy a Default on three occasions
National Standards	means those standards applicable to the Provider under the Law and/or

	Guidance as amended from time to time
Necessary Consents	all approvals, certificates, authorisations, permissions, licences, permits, statutory agreements, exceptions, declarations, regulations and consents required by Law for or in connection with the performance of the Service.
NHS	National Health Service
NHS Act 2006	means the National Health Service Act 2006
NHS Branding Guidance	means NHS brand policy and guidance, as revised, updated or re-issued from time to time by the NHS Commissioning Board and/or Department of Health, and which are available at www.nhsidentity.nhs.uk (or any replacement website made available from time to time).
NHS Information Governance Toolkit	an online system which allows NHS organisations and partners to assess themselves against Department of Health Information governance policies and standards https://nww.igt.hscic.gov.uk/
NHS Number	the national unique patient identifier given to each person registered with the NHS in England and Wales. Further information is available at: http://www.connectingforhealth.nhs.uk/systemsandservices/nhsnumber
NHS Pension Scheme	means the National Health Service Pension Scheme for England and Wales, the rules of which are set out in the National Health Service Scheme Regulations.
NICE	the National Institute of Clinical Excellence
Notice	means any formal, written communication between the Parties as required by the Contract
ONS	Office of National Statistics
Ordering Procedure	the ordering and award procedures specified in Clause A4
Other Contracting Body	means a Contracting Body other than the Council
Outcome	the changes, benefits or other results that happen as a result of provision of the Services on a Service User's life
Party and Parties	means a party to this Contract or a Call-Off Contract respectively and "Parties" shall be construed accordingly
Payment Plan	means the plan for payment of the Contract Price to the Provider set out in Schedule E.
PCC	Police and Crime Commissioner
Personal Data	shall have the same meaning as set out in the Data Protection Act

	1998.
PHE	Public Health England
Principles of Good Employment Practice	means the guidance note issued by the Cabinet Office in December 2010 titled "SUPPLIER INFORMATION NOTE: WITHDRAWAL OF TWO-TIER CODE" (available at https://www.gov.uk/government/news/two-tier-code-withdrawn)
Prohibited Act	a) any of the following: b) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; c) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; d) committing any offence: (i) under the Bribery Act; (ii) under any applicable Law creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council or the PCC; or defrauding, attempting to defraud or conspiring to defraud the Council.
Provider	the successful Tenderers who have entered into a Call-Off Contract with the Contracting Body to provide the Services
Provider's Premises	means premises controlled or used by the Provider for any purposes connected with the provision of the Services
Provider Representative	the person for the time being appointed by the Provider, specified in Clause C2 and being authorised to administer the Contract on behalf of the Provider or such person as may be nominated by the Provider Representative to act on its behalf
Providers Tender	the tender submitted by the Provider and other associated documentation set out in full in Schedule Q
RCN	Royal College of Nursing
Receiving Party	The Party which has received a Contract Query Notice

Regulated Activity	in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Regulated Activity Provider	shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.
Regulations	the Public Contracts Regulations 2006 (as amended from time to time)
Regulatory Body	means any body other than CQC carrying out regulatory functions in relation to the Provider and/or the Services
Relevant Transfer	a relevant transfer for the purposes of TUPE.
Remedial Action Plan	A plan to rectify a breach of or performance failure under this Contract, specifying targets and timescales within which those targets must be achieved.
Replacement Provider	any third party appointed by the Contracting Body from time to time to provide any services which are substantially similar to any of the Services, or received in substitution for any of the Services, following the expiry, termination or partial termination of this Contract whether those services are provided by the Contracting Body internally and/or by any third party
Replacement Services	any services that are identical or substantially similar to any of the Services and which the Contracting Bodies receive in substitution for any of the Services following the termination or expiry of this Contract, whether those services are provided by the Contracting Bodies internally or by any Replacement Provider.
Representative	a person acting on behalf of a Service User who may be a relative or a friend.
Request for Information	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR.
Required Insurance	the insurances as further detailed in clauses G2.1-G2.5 which the Provider is required to have in place during the Term and for a minimum of 12 years following the expiration or earlier termination of the Contract.
Review Meeting	a meeting to be held between the Parties from time to time at the intervals set out in Schedule K or as otherwise reasonably requested by either Party
Safeguarding Policies	Means the Provider's written policies for safeguarding children and adults, as amended from time to time, and as may be appended at Schedule F.

Schedule	means a schedule attached to this Contract
Senior Information Risk Owner	the Provider's nominated person, being an executive or senior manager on the Governing Body of the Provider, whose role it is to take ownership of the organisation's information risk policy, act as champion for information risk on the Governing Body of the Provider and provide written advice to the accounting officer on the content of the organisation's statement of internal control in regard to information risk
Serious Incident	a serious incident requiring investigation, being an incident that occurs in relation to the Services resulting in one of the following: (i) unexpected or avoidable death of one or more Service Users, dependents of Service Users, Staff, visitors or members of the public; (ii) serious harm or injury to one or more Service Users, dependents of Service Users, Staff, visitors or members of the public or where the outcome requires life-saving intervention, major surgical/medical intervention, permanent harm or will shorten life expectancy or result in prolonged pain or psychological harm (this includes incidents graded under the National Patient Safety Agency definition of severe harm); (iii) a near miss of unexpected or avoidable death or serious harm to one or more Service Users, dependents of a Service Users, Staff, volunteers, visitors or members of the public; (iv) a scenario that prevents or threatens to prevent the Provider's or any Sub-Contractor's ability to continue to deliver the Service safely and properly, for example, actual or potential loss of personal/organisational information, damage to property, reputation or the environment, IT failure or incidents in population programmes like screening and immunisation where harm potentially may extend to a large population; (v) Applications to deprive someone of their liberty under the Mental Capacity Act; (vi) allegations of Abuse; (vii) incidents reported to the police adverse media coverage or public concern.
Service	The services to be provided by the Provider as specified in Schedule A from time to time under an individual Call-Off Contract and as more particularly specified in the Call-Off Contract
Service Failure	failure by the Provider to provide the Services in accordance with any individual Service Outcome.

Service Outcome	the quality indicators, service specific quality indicators, key performance indicators and outcome measures to be achieved to which the Services are to be provided, as set out in Schedule C
Service User	means the person directly receiving the Services provided by the Provider as specified in Schedule A and includes their Carer, Representative and Legal Guardian where appropriate
Service User Safety Incident	means any unintended or unexpected incident that occurs in respect of a Service User that could have led or did lead to, harm to that Service User (other than a Serious Incident).
Seventh Data Protection Principle	the seventh principle set out in paragraphs 9-12 of Part II of Schedule 1 to the DPA http://www.legislation.gov.uk/ukpga/1998/29/schedule/1/part/II/crossheading/the-seventh-principle
Staff	all persons employed or engaged by the Provider to perform the Contract together with the Provider's employees, volunteers, agents and Sub-Contractors used in or in connection with the performance of the Contract whether paid or unpaid
Standard DBS Check	means a disclosure of information which contains certain details of an individual's convictions, cautions, reprimands or warnings recorded on police central records and includes both 'spent' and 'unspent' convictions
Standard DBS Position	means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) and in relation to which a Standard DBS Check is permitted
Sub-Contract	any contract between the Provider and a third party (including providers of the Services in other geographical areas) pursuant to which the Provider agrees to source the provision of any of the Services from that third party.
Sub-Contractor	the contractors that meet the Contract Standard and enter into a Sub-Contract with the Provider to provide the Services.
Tender	a tender response submitted in response to the ITT
Tenderer	an operating organisation that submitted a Tender for the Services
Term	has the meaning in clause B2
Transition Period	the first three months of the Call-Off Contract or such time as agreed between the Parties
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI/2006/246) as amended
Value Added Tax	Value Added Tax or any similar tax replacing it or performing a similar fiscal function
Value for Money or VfM	the optimum combination of whole-life cost and quality (fitness for purpose) to meet the overall service requirement

Variation	a change to this Contract or to the Services, made in accordance with clause B3
Variation Notice	A notice of a Variation as further detailed in clause B3.3
WEMWBS	Warwick Edinburgh Mental Wellbeing scale
Whistleblowing	raising concerns about misconduct within an organisation or within an independent structure associated with it

A2 INTERPRETATIONS

A2.1 Should the Provider become aware of any ambiguities or discrepancies in or between any of the documents comprising the Contract, the Provider shall immediately inform the Authorised Officer giving full details. Any such notified ambiguities or discrepancies or any ambiguities or discrepancies otherwise coming to the notice of the Authorised Officer shall be resolved by the Authorised Officer who shall issue to the Provider any appropriate instructions in writing.

A2.2 Any references to any Law is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment thereof and includes any subordinate legislation for the time being in force made under it.

A2.3 Any undertaking hereunder not to do any act or thing shall be deemed to include an undertaking not to permit or allow the doing of that act or thing where that permission or allowance is within the reasonable control of the Provider.

A2.4 The headings in the Contract are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

A2.5 The expression ‘person’ used in the Contract shall include (without limitation) any individual partnership, local authority or incorporated or unincorporated body.

A2.6 In the Contract the masculine includes the feminine and the neuter and vice versa; the singular includes the plural and vice versa.

A2.7 Any reference to government departments and the like, is deemed to include its or their successors.

A2.8 References to Clauses, sections, Schedules or paragraphs shall be to Clauses, sections, Schedules and paragraphs of this Contract.

A2.9 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

A2.10 A reference to writing or written includes faxes and e-mail.

A2.11 Any obligation in this Contract on a person not to do something includes an obligation not to agree or allow that thing to be done.

A2.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Contract) at any time.

A2.13 If there is any conflict between the clauses and the Schedules and/or any appendices or annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

(a) parts A to H of this Contract (excluding Schedules);

(b) Schedule A (Services Specification) and Schedule C (Service Outcomes);

(c) all other Schedules (other than Schedule Q (Provider Tender) ; and

(d) Schedule Q (Provider Tender)**.**

A3 ENTIRETY AND SCOPE OF CONTRACT

A3.1 This Contract and any Call-Off Contract entered into represents the entire understanding between the Parties and supersedes all representations, understandings and agreements, whether oral or written, made by the Contracting Body or the Provider.

A3.2 This Contract governs the relationship between the Contracting Body and the Provider in respect of the provision of the Services by the Provider to the Contracting Body.

A3.3 The Contracting Body may enter into a Call-Off Contract for the Services or any part of the Services from the Provider in accordance with the Ordering Procedure during the Term of the Contract.

A3.4 The Parties acknowledge and agree that Other Contracting Bodies have the right to order Services or any part of the Services pursuant to this Contract provided that they comply at all times with all applicable Law, the requirements of any court with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry or public or statutory person of the government of the United Kingdom or of the European Union and the Ordering Procedure.

A3.5 The Provider acknowledges that there is no obligation for any Other Contracting Body to purchase any part or all of the Services from the Provider during the Term of the Contract.

A3.6 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Contracting Body in respect of the total quantities or values of the Services to be ordered by them pursuant to this Contract and the Provider acknowledges and agrees that it has not entered into this Contract

on the basis of any such undertaking, statement, promise or representation.

A4 ORDERING AND CALL OFF PROCEDURE

A4.1 If a Contracting Body decides to source Services or any part of the Services through the Contract then it may award its service requirements in accordance with the terms laid down in this Clause A4.

A4.2 The Contracting Body will submit its service requirements (as further detailed in the individual Schedules from time to time) to the Provider.

A4.3 The Provider will accept the service requirements of the Contracting Body by entering into a Call-Off Contract by signing Annex A with the Contracting Body.

A4.4 The Provider acknowledges that each Contracting Body is independently responsible for the conduct of its Call-Off Contract and that each Contracting Body is not responsible or accountable for and shall have no liability whatsoever in relation to:

a) the conduct of other Contracting Bodies in relation to the Contract; or

b) the performance or non-performance of any Call-Off Contract between the Provider and other Contracting Bodies entered into pursuant to the Contract.

SECTION B -GENERAL PROVISIONS

B1 UNDERPINNING VALUES AND EXPECTATIONS

B1.1 The purpose and function of this Contract is to ensure that the responsibility for the quality of Outcomes for Service Users is a shared responsibility between the Contracting Body and the Provider. This Contract signals mutuality in the relationships and expectations for both the Contracting Body and the Provider of the Services for Service Users.

B1.2 The Contracting Body wishes in collaboration with the Provider to deliver an outcome, recovery based and personalised approach to the provision of the Services and the Specification reflects that direction of travel. Providers will be expected to meet these new and evolving requirements during the Term.

B1.3 This Contract requires that the Services:

a) are arranged and delivered in safe ways which promote and enhance the dignity of Service Users,

b) are delivered by experienced, well trained Staff who respect and pay due regard to the preferences and wishes of Service Users ,

c) improve Service User's quality of life and help Service Users to play a key role in realising their Outcomes,

d) are responsive and flexible to accommodate changing needs yet remain value for money, and

e) allow Service Users to exercise choice and control over the services they access and the ways in which the Services are provided,

B1.4 This Contract requires Providers to ensure that:

a) their Staff have the skills and expertise to support Service Users,

b) a wide range of high quality Service User focussed services are available to Service Users who have a physical and mental health care needs, enabling and supporting them to attain and maintain their optimum level of health, safety and lead fulfilling lives,

c) they have a robust clinical governance framework in place, and

d) in developing individually tailored treatment and recovery plans with Service Users , Providers will be expected to consider and, where relevant, to identify community and voluntary resources and social networks to enable specific Outcomes to be achieved in the most cost effective ways.

e) they work in collaboration with the Contracting Body over the Term in order to achieve sustainable, cohesive Services which deliver cost efficiencies and which demonstrate continuous improvements in Service quality.

B1.5 This Contract requires Contracting Bodies to ensure that:

a) they contract with Providers who are able and willing to use their skills and expertise and to have the initiative to prevent Service Users' needs from escalating through the delivery of flexible, responsive Services without the continual need for recourse to Contracting Bodies,

b) efficiencies are delivered through innovative ways of providing and delivering Services and through establishing links with local community networks and facilities and in supporting Service Users to access local services, and

c) they facilitate proactive involvement of Service Users in quality monitoring and service development over the Term.

B2 CONTRACT PERIOD

B2.1 The Contract shall commence on the Commencement Date and shall expire automatically on the Expiry Date unless it is otherwise terminated or extended in accordance with the Contract or otherwise lawfully terminated.

B2.2 The Contracting Bodies may at their discretion in consultation with the other Contracting Bodies extend the Term by a further period of 2 years (to a maximum of six years in yearly increments) by serving Notice to the Provider not less than three months before the Expiry Date. In such circumstances, the definition of Term shall be deemed amended accordingly and the Provider shall continue to provide the Services. For the avoidance of doubt, the Contract and any Call-Off Contract shall not continue after 30 September 2020 and the Provider will cease to provide the Services on this date.

B3 CONTRACT VARIATION

B3.1 The Contracting Body reserves the right on giving reasonable written notice from time to time to propose changes to the Services (which may include but is not limited to the removal of Services, the addition of new Services, or increasing or decreasing the Services or specifying the order in which the Services are to be performed or the locations where the Services are to be provided) for any reasons whatsoever PROVIDED THAT such addition, omission or variation does not amount to a material change to the Specification or as outlined in the ITT. Such a change is hereinafter called "a Variation".

B3.2 The Contract Conditions may only be varied or modified if such Variation or modification is in writing and signed by the Authorised Officer and the Provider Representative.

B3.3 If either Party wishes to vary this Contract then it shall serve on the other a Variation Notice which shall set out the nature of the variation sought and the reasons for it. Each Variation Notice as detailed in Schedule L shall contain:

a) the title of the Variation;

b) the originator and date of the request or recommendation for the Variation;

c) the reason for the Variation;

d) full details of the Variation including any specifications

e) the price, if any, of the Variation;

f) a timetable for implementation, together with any proposals for acceptance of the Variation;

g) a revised schedule of payments if appropriate;

h) details of the likely impact, if any, of the Variation on other aspects of this Contract, and the Services supplied under this Contract;

i) the date of expiry of validity of the Variation Notice; and

j) provision for signature by the Contracting Body and by the Provider.

B3.4 If either Party receives a Variation Notice, it shall within 20 Business Days of receipt notify the other whether or not it agrees to the Variation and if not, the reasons.

B3.5 In the event of a Variation the Contract Price may also be varied. Such Variation in the Contract Price shall be calculated by the Contracting Body and agreed in writing with the Provider and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances.

B3.6 The Provider shall provide such information as may be reasonably required to enable such varied Contract Price to be calculated.

B3.7 If the Variation cannot be agreed between the Parties the matter shall be determined in accordance with the provisions of Clause H6.

B4 NOTICES

B4.1 Any Notice required by this Contract to be given by either Party to the other shall be in writing and shall be delivered personally or sent by registered post or recorded delivery to the appropriate person at the address, set out in the Call-Off Contract.

B4.2 Any Notice required by this Contract shall be issued by the Provider Representative or Authorised Officer or any person nominated to act on their behalf.

B4.3 Any Notice served personally will be deemed to have been served on the day of delivery, any Notice sent by post will be deemed to have been served 48 hours after it was posted, save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the following Business Day.

B5 SEVERANCE

B5.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provision of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

B5.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

B6 WAIVER

B6.1 The failure of either Party to insist upon strict performance of any provision of this Contract or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

B6.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of clause B4.

B6.3 A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

B7 ASSIGNMENT AND SUB-CONTRACTING

B7.1 The Provider shall deliver the Services using its own in-house resource but for reasons of specialism, utilisation of community resources and capacity and with the Contracting Body's prior knowledge and agreement, the Provider can engage with Sub-Contractors.

B7.2 The use of Sub-Contractors under clause B7.1 will not relieve the Provider of its liability to the Contracting Body for the proper performance of any of its obligations under this Contract and the Provider shall be responsible for the acts, defaults or neglect of any Sub-Contractor, or its employees or agents in all respects as if they were the acts, defaults or neglect of the Provider.

B7.3 Where the Provider enters into a Sub-Contract with a Sub-Contractor for the purpose of performing the Contract then, copies of each Sub-Contract shall, at the reasonable request of the Contracting Body, be sent by the Provider to the Contracting Body as soon as reasonably practicable of such request.

B7.4 Where the Provider enters into a Sub-Contract with a Sub-Contractor for the purpose of performing the Contract, it shall cause a term to be included in such a Sub-Contract which requires payment to be made of undisputed sums by the Provider to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the Sub-Contract requirements subject to receipt of payment from the Contracting Body. For the avoidance of doubt, the Contracting Body will not pay the Sub-Contractor directly.

B7.5 The Provider shall give the Authorised Officer at least twenty five (25) Business Days' Notice of a Change of Control. There will be no automatic assignment of this Contract. On receipt of the Notice the Contracting Body shall respond within five Business Days to confirm whether or not they accept the assignment of this Contract to the new owner which shall be on such terms as the Contracting Body shall reasonably require.

B7.6 If the Provider indicates in the Change of Control notification an intention or proposal to make any consequential changes to its operations then, to the extent that those changes require a change to the terms of this Contract in order to be effective, they will only be effective following a Variation. The Contracting Body will not and will not be deemed by a failure to respond or comment on the Change of Control notification to have agreed to or otherwise to have waived its rights under Clause B3 in respect of that intended or proposed change.

B7.7 If the Provider does not specify in the Change of Control notification an intention or proposal to sell or otherwise dispose of any legal or beneficial interest in the Provider's premises as a result of or in connection with the Change of Control then, unless the Contracting Body provides its written consent to the relevant action, the Provider must:

B7.7.1 ensure that there is no such sale or other disposal which would or would be likely to have an adverse effect on the Provider's ability to provide the Services in accordance with this Contract; and

B7.7.2 continue providing the Services from the Provider's premises,

in each case for at least 12 months following the date of that Change of Control notification. The provisions of this clause B7.7 will not apply to an assignment by way of security or the grant of any other similar rights by the Provider consequent

upon a financing or re-financing of the transaction resulting in Change of Control.

B7.8 The Provider must supply (and must use its reasonable endeavours to procure that the relevant Sub-Contractors supply) to the Contracting Body, whatever further information relating to the Change in Control the Contracting Body may, within 20 Business Days after receiving the Change in Control notification, reasonably request.

B7.9 The Provider must use its reasonable endeavours to ensure that the terms of its contract with any Sub-Contractor include a provision obliging the Sub-Contractor to inform the Provider in writing on, and in any event within 5 Business Days following, a Sub-Contractor Change in Control in respect of that Sub-Contractor.

B7.10 Subject to the Law and to the extent reasonable the Parties must co-operate in any public announcements arising out of a Change of Control.

B7.11 The Contracting Body shall be entitled to:

a) assign, novate or dispose of its rights and obligations under this Contract either in whole or part to any contracting authority (as defined in the Regulations); or

b) transfer, assign or novate its rights and obligations where required by Law.

B7.12 Where the Contracting Body elects to assign, novate, Sub-Contract or otherwise dispose of its rights and obligations under the Contract, the Contracting Body shall seek the prior written consent of the Provider to such assignment, such consent not to be unreasonably withheld or delayed.

B8 AGENCY

B8.1 Neither the Provider nor its Staff shall in any circumstance hold itself or themselves out as being the employee or agent of the Contracting Body, or enter into any contract or bind the Contracting Body to any undertaking unless otherwise agreed in writing by the Contracting Body.

B8.2 Nothing in this Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent of the other for any purpose whatsoever except as specified by the terms of this Contract.

B9 PROVIDER'S OBLIGATIONS, CONSENTS, AND DUE DILIGENCE

B9.1 The Provider will deliver the Services in accordance with the Contract.

B9.2 The Provider shall ensure that all Necessary Consents are in place to provide the Services and the Contracting Body shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.

B9.3 Where there is any conflict or inconsistency between the Contract and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Contract.

B9.4 The Provider acknowledges and confirms that:

a) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Contracting Body all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;

b) it has received all information requested by it from the Contracting Body pursuant to clause B9.4(a) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;

c) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Contracting Body pursuant to clause B9.4(b);

d) it has raised all relevant due diligence questions with the Contracting Body before the Commencement Date; and

e) it has entered into this Contract in reliance on its own due diligence.

B9.5 Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Contracting Body in respect of any information which is provided to the Provider by the Contracting Body and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by Law.

B9.6 The Provider:

a) as at the Commencement Date, warrants and represents that all information contained in the Provider's Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Contracting Body prior to execution of the Contract; and

b) shall promptly notify the Contracting Body in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Contracting Body during such due diligence which materially and adversely affects its ability to perform the Services or meet any Service Outcomes.

B9.7 The Provider shall not be entitled to recover any additional costs from the Contracting Body which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Contracting Body by the Provider in accordance with clause B9.6 save where such additional costs or adverse effect on performance have been caused by the Provider having been provided with fundamentally misleading information by or on behalf of the Contracting Body and the Provider could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If

this exception applies, the Provider shall be entitled to recover such reasonable additional costs from the Contracting Body or shall be relieved from performance of certain obligations as shall be determined by the Variation procedure in Schedule L.

B9.8 Nothing in Clause B9 shall limit or exclude the liability of the Contracting Body for fraud or fraudulent misrepresentation.

B10 CONTRACTING BODY'S OBLIGATIONS

B10.1 Save as otherwise expressly provided, the obligations of the Contracting Body under the Contract are obligations of the Contracting Body in its capacity as a contracting counter party and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Contracting Body in any other capacity, nor shall the exercise by the Contracting Body of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Contracting Body to the Provider.

B11 FORCE MAJEURE

B11.1 Subject to the remaining provisions of this Clause B11, neither Party to this Contract shall be liable to the other for any delay or non-performance of its obligations under this Contract to the extent that such non-performance is due to a Force Majeure Event.

B11.2 In the event that either Party is delayed or prevented from performing its obligations under this Contract by a Force Majeure Event, such Party shall:

a) give notice in writing of such delay or prevention to the other Party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Contract; and

c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

B11.3 A Party cannot claim relief if the Force Majeure Event is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

B11.4 The Provider cannot claim relief if the Force Majeure Event is one where a reasonable Provider should have foreseen and provided for the cause in question.

B11.5 As soon as practicable following the affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Contract. Where the Provider is the affected Party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry

Practice.

B11.6 The affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.

B11.7 The Contracting Body may, during the continuance of any Force Majeure Event, terminate this Contract by Notice to the Provider if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 60 Business Days.

B12 CONFLICTS OF INTEREST

B12.1 The Provider shall take appropriate steps to ensure that neither the Provider nor any Staff is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider of Staff and the duties owed to the Contracting Body under the provision of the Contract. The Provider will disclose to the Contracting Body full particulars of any such conflict of interest which may arise.

B12.2 The provision of this Condition shall apply during the continuance of this Contract and for a period of 24 months after its termination.

B13 FRAUD

B13.1 The Provider shall safeguard the Contracting Body's funding of the Contract against fraud generally and in particular, fraud on the part of the Staff, or the Provider's directors, Sub-Contractors and suppliers.

B13.2 The Provider shall notify the Contracting Body immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

B13.3 The Contracting Body reserves the right to take whatever action it deems necessary in the event of either notification of, or a suspected fraud.

B14 B15 NON-SOLICITATION

B15.1 Neither Party shall (except with the prior written consent of the other) during the Term, and for a period of one year thereafter, solicit the services of any senior staff of the other Party who have been engaged in the provision of the Services or the management of this Contract or any significant part thereof either as principal, agent, employee, independent Provider or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at such staff of the other Party.

B16 CUMULATION OF REMEDIES

B16.1 Subject to the specific limitations set out in this Contract, no remedy conferred by

any provision of this Contract is intended to be exclusive of any other remedy except as expressly provided for in this Contract and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at Law or in equity by statute or otherwise.

SECTION C – PROVISION OF SERVICES

C1 AUTHORISED OFFICER

C1.1 The Contracting Body shall appoint an Authorised Officer to act on behalf of the Contracting Body for all purposes connected with the Contract. Details of this person and their primary duties are set out in Schedule K.

C1.2 The Contracting Body shall forthwith give notice in writing to the Provider of any change in the identity, address and telephone numbers of the person appointed as Authorised Officer.

C2 PROVIDER REPRESENTATIVE AND KEY PERSONNEL

C2.1 The Provider shall appoint a Provider Representative to act on behalf of the Provider for all purposes connected with the Contract. Details of the person and their primary duties are set out in Schedule K.

C2.2 The Provider shall forthwith give notice in writing to the Contracting Body of any change in the identity, address and telephone numbers of the person appointed as Provider Representative. The Provider shall give maximum possible notice to the Contracting Body before changing its Provider Representative.

C2.3 Key Personnel shall not be released from providing the Services without the agreement of the Contracting Body, except by reason of long-term sickness, termination of employment and other extenuating circumstances.

C2.4 Any replacements to the Key Personnel shall be subject to the agreement of the Contracting Body. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

C2.5 The Contracting Body shall not unreasonably withhold its consent under this clause. Such agreement shall be conditional on appropriate arrangements being made by the Provider to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

C3 THE SERVICE AND QUALITY INDICATORS & OUTCOME MEASURES

C3.1 The Provider shall satisfy any Conditions Precedent set out in Schedule B prior to commencing provision of the Services.

C3.2 The Provider must manage Activity in accordance with any activity planning assumptions and any caseloads set out in Schedule A and must comply with all reasonable requests of the Contracting Body to assist it with understanding and managing the levels of Activity for the Services.

C3.3 The Provider must, unless otherwise agreed (subject to the Law) with the Contracting Body in writing:

a) comply, where applicable, with the registration and regulatory compliance guidance of CQC and any other Regulatory Body;

b) respond, where applicable, to all requirements and enforcement actions issued from time to time by CQC or any other Regulatory Body;

c) consider and respond to the recommendations arising from any audit, death, or Serious Incident report ;

d) comply with the recommendations issued from time to time by a Competent Body;

e) comply with the recommendations from time to time contained in guidance and appraisals issued by NICE;

f) respond to any reports and recommendations made by Local HealthWatch;

g) comply with any transfer of and discharge from care protocols agreed by the Parties; and

h) where any Service is stated to be subject to a specific Service Outcome, the Provider shall provide that Service in such a manner as will ensure that the Achieved Service Outcome in respect of that Service is equal to or higher than such specific Service Outcome.

C3.4 As existing Services are varied and new Services are added, Service Outcomes for the same will be determined and included within Schedule C.

C3.5 The Provider shall provide records of and reports summarising the Achieved Service Outcomes.

C3.6 In the event that the Provider does not comply with the provisions of this Clause C3 in any way, the Contracting Body may serve the Provider with a Notice setting out the details of the Default (a Default Notice).

C3.7 In the event that any Achieved Service Outcome falls short of the relevant Service Outcome , without prejudice to any other rights the Contracting Body may have, the provisions of Clause C.15 shall apply.

C4 STANDARDS OF THE SERVICE

C4.1 Without prejudice to Clause C3, the Provider shall provide and perform the Services, or procure that they are provided for the Term:

a) using the skill, care and diligence to be expected by Best Industry Practice;

b) in accordance with the Contract and any Variation to it made in accordance with this Contract;

c) in accordance with the Contracting Body's relevant policies and procedures;

d) in accordance with requirements of the Schedules

e) in accordance with the Service Outcomes as further detailed in Schedule C;

f) in accordance with Good Clinical Practice; and

g) in accordance with Law.

C4.2 The Provider shall during the Term:

a) ensure that its Staff comply with all the Provider's obligations under this Contract;

b) maintain sufficient resources to fulfil its obligations under this Contract. For the avoidance of doubt this shall include finances, Staff, equipment and premises;

c) ensure that the Staff attend, participate and co-operate fully with the Contracting Body during any review meetings which may be held from time to time;

d) be responsible for obtaining and keeping all licences, authorisations, consents or permits required in relation to the performance of this Contract;

e) act in such a way so that the name and good repute of the Contracting Body is not brought into disrepute or otherwise adversely affected;

f) use such forms in communicating with the Contracting Body as may be provided to it by the Contracting Body for the particular purpose, and follow such procedures as the Contracting Body may specify from time to time;

g) notify the Authorised Officer immediately of any significant change in circumstances that might affect delivery of the Services.

h) remain registered with the CQC in accordance with the Care Standards Act 2000 and ensure it complies with its statutory obligations under the Care Standards Act 2000;

i) give Notice to the Contracting Body of the change or acquisition of any address or telephone, telex or other means of communication at the earliest possible opportunity, but in any event no later than 48 hours after any such change or acquisition.

C4.3 Without prejudice to other provisions within this Contract in the event of industrial action by Staff, it remains the Provider's responsibility to meet the requirements of this Contract and deliver the Service. The Provider shall inform the Contracting Body

immediately of impending or actual disputes, which may affect the Provider's ability to deliver the Service in accordance with this Clause C4.

C4.4 The Provider shall co-operate with the Contracting Body during the Transition Period and use its best endeavours to ensure the orderly migration of any staff under TUPE and the existing Service Users and in all other respects such that there is a seamless transition of the responsibility of providing the Services required under the Contract from the outgoing providers to the Provider with minimal disruption to the existing Service Users.

C5 QUALITY ASSURANCE

C5.1 The Provider shall throughout the Term demonstrate and maintain a properly documented system of quality assurance.

C5.2 The Provider and its Sub-Contractors shall have a clear set of policies and procedures to support good practice and meet the requirements of Law, which are dated, and monitored, as part of its quality assurance process. The policies and procedures shall be reviewed and amended at least annually.

C5.3 The Staff shall understand and have access to up-to-date copies of all policies, procedures and codes of practice and Service Users shall have access to relevant information on the policies and procedures and other documents in appropriate formats.

C5.4 The Provider shall demonstrate to the Contracting Body that it operates systems by which it satisfactorily and effectively implements its written policies in at least the following areas:

a) provision of Services, including methods of checking Services are being carried out at times required, with the desired Outcomes being achieved (this will include involvement of Service Users),
b) employee/workforce deployment systems,
c) Sub-Contractor management,
d) health and safety aspects of work management and Service delivery,
e) effective recruitment, management, support, induction and training of Staff,
f) equal opportunities issues,
g) referrals management,
h) administering medication,
i) account management, and
j) BCDR management.

C5.5 The Contracting Body is entitled to audit the Provider's quality assurance arrangements, which includes the Providers arrangements with Sub-Contractors in-line with Clause C12.1. Any concerns from such audits will be notified to the Provider in writing within 7 (seven) days as a failure to perform its duties and subject to Clause C15.

C6 PROVIDER'S STAFF

C6.1 The Provider must employ and must ensure that any Sub-Contractors employ sufficient trained, suitably qualified and experienced medical, nursing and other clinical and non-clinical Staff to ensure that the Service throughout the Term is provided in all respects and at all times in accordance with the Contract and to the Contract Standard including safeguarding adults, Mental Capacity Act and

Deprivation of Liberty. If requested by the Contracting Body the Provider must as soon as practicable and by no later than 20 Business Days following receipt of that written request, provide the Contracting Body with evidence of the Provider's and any Sub-Contractor's compliance with this clause C6.1.

C6.2 The Provider shall ensure that it has sufficient Staff to provide the Service to the Contract Standard during periods of normal operation, staff absence due to sickness, maternity leave, staff holidays or otherwise.

C6.3 The Provider's Staff employed in and about the provision of the Services shall at all times exercise due care and diligence in the execution of their duties and the Provider shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Services.

C6.4 The Provider:

C6.4.1 Subject to clause C6.4.2, shall before they engage or employ any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, without limitation, complete:

a) the Employment Checks; and

b) such other checks as required by the DBS.

C6.4.2 Subject to clause C6.4.3, may engage a person in a Standard DBS Position or an Enhanced DBS Position (as applicable) pending the receipt of the Standard DBS Check or Enhanced DBS Check or Enhanced DBS & Barred List Check (as appropriate) with the agreement of the Contracting Body.

C6.4.3 Where clause C6.4.2 applies, will ensure that until the Standard DBS Check or Enhanced DBS Check or Enhanced DBS & Barred List Check (as appropriate) is obtained, the following safeguards will be put in place:

a) an appropriately qualified and experienced member of Staff is appointed to supervise the new member of Staff; and

b) wherever it is possible, this supervisor is on duty at the same time as the new member of Staff, or is available to be consulted; and

c) the new member of Staff is accompanied at all times by another member of staff, preferably the appointed supervisor, whilst providing services under this Contract; and

d) any other reasonable requirement of the Contracting Body.

C6.4.4 shall obtain a full employment history and 2 satisfactory references for all applicants prior to the commencement of employment. The references should be one satisfactory employment reference from the applicant's preceding employer and one satisfactory and independent character reference, validated and checked in accordance with the National Standards. Where the applicant has no previous employment, two satisfactory independent character references must be obtained validated and checked in accordance with the National Standards.

C6.4.5 shall make the references available to the Contracting Body for purposes of inspection and audit.

C6.4.6 confirm the applicant's legal right to work in the UK;

C6.4.7 not allow any member of Staff to commence employment prior to the receipt of a satisfactory Employment Checks;

C6.4.8 notify the Contracting Body immediately if any member of Staff who, subsequent to his/her commencement of employment receives a conviction or whose previous convictions become known to the Provider.

C6.4.9 inform all prospective and current Staff in writing that undeclared criminal convictions that subsequently come to light may result in the individual being dismissed or withdrawn from all Services provided under this Contract.

C6.4.10 have in place a regularly updated workforce development plan that includes appropriate competencies for Staff in relation to all competencies and training requirements.

C6.5 The Provider shall bear the cost of or costs arising from any Notice, instruction or decision of the Contracting Body under this clause.

C6.6 For the avoidance of doubt, the Parties acknowledge that Staff shall have no contractual or agency relationship with the Contracting Body and the Provider agrees to indemnify and keep indemnified the Contracting Body in respect of any claim made by Staff arising from the performance of its obligations under this Contract.

C6.7 Any proven Improper Conduct on the part of the Provider or Staff shall be considered to be a breach of this Contract and may result in the immediate termination of the Contract. The Contracting Body take Improper Conduct very seriously and if the Contract is not terminated, the Provider agrees to any measures instigated by the Contracting Body, including the appointment of a Replacement Provider to provide some or all of the Services, subject to such measures being instigated to protect Service Users.

C6.8 All Staff shall be notified and instructed by the Provider about the Provider's obligations under the terms of this Contract and about Law.

C6.9 The Provider shall at all times comply with its obligations pursuant to Law relating to employment.

C6.10 Without prejudice to the other provisions of this Clause C6, the Provider shall comply with any requirements set out in Schedule A regarding the recruitment and on-going employment of Staff.

C6.11 The Contracting Body may, acting reasonably and to the extent reasonably necessary to protect Service Users and the standards and reputation of the Contracting Body, following consultation with the Provider, instruct the Provider to remove a member of the Provider's Staff from the provision of the Services (which, for the avoidance of doubt, may include any Provider Representative).

C6.12 The Provider shall replace any of the Staff who the Contracting Body reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Staff for any reason, the Provider shall ensure such person or persons is replaced promptly with another person or persons with the necessary training and skills to meet the requirements of the Services.

C6.13 The Provider shall maintain up-to-date personnel records on the Staff engaged in the provision of the Services and, on request, provide reasonable information to the Contracting Body on the Staff. The Provider shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.

C6.14 The Provider shall use its best endeavours to ensure continuity of personnel and to ensure that the turnover rate of its Staff engaged in the provision or management of the Services is at least as good as Best Industry Practice.

C6.15 The Provider will ensure staff:

a) are able to speak, read and write English to a high standard and be prepared to communicate with Service Users of all backgrounds;

b) are properly briefed as to the needs and wishes of the Service User, their desired level of independence, their race and their gender and

c) treat all Service Users and Carers with dignity and respect

C6.16 The Provider must ensure that the Staff:

a) if applicable, are registered with and where required have completed their revalidations by the appropriate professional regulatory body;

b) have the appropriate qualification, experience, skills and competencies to

perform the duties required of them and be appropriately supervised (including where appropriate preceptorship, clinical supervision and rotation arrangements), managerially and professionally; and

c) carry, and where appropriate display, valid and appropriate identification in accordance with Best Industry Practice.

C6.17 The Provider must have in place systems for seeking and recording specialist professional advice and must ensure that every member of Staff involved in the provision of the Services receives:

a) proper and sufficient continuous professional and personal development, clinical supervision, training and instruction; and

b) full and detailed appraisal (in terms of performance and on-going education and training),

each in accordance with Good Clinical Practice and the standards of any relevant professional body.

C6.18 Where applicable under section 1(F)(1) of the NHS Act 2006, the Provider must co-operate with and provide support to the Local Education and Training Boards and/or Health Education England to help them secure an effective system for the planning and delivery of education and training.

C6.19 The Provider must carry out Staff surveys in relation to the Services at intervals and in the form set out in Schedule D or as otherwise agreed in writing from time to time.

C6.20 The Provider must comply with the Fair Deal for Staff Pensions whenever applicable. The Provider must be aware of the Principles of Good Employment Practice.

C6.21 If any Staff are members of the NHS Pension Scheme the Provider must participate and must ensure that any Sub-Contractor participates in any applicable data collection exercise and must ensure that all data relating to Staff membership of the NHS Pension Scheme is up to date and is provided to the NHS Business Services Commissioner in accordance with Guidance.

C6.22 If the Contracting Body has notified the Provider that any Contracting Body intends to tender or retender any Services, the Provider must within 20 Business Days following written request (unless otherwise agreed in writing) provide the Contracting Body with anonymised details of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Provider must indemnify and keep indemnified the relevant Contracting Body and at the Contracting Body's request any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect of any inaccuracy in or omission from the information provided under this clause C6.22.

C7 WITHHOLDING AND/OR DISCONTINUATION OF SERVICE

C7.1 Except where required by the Law, the Provider shall not be required to provide or to continue to provide Services to any Service User:

a) who in the reasonable professional opinion of the Provider is unsuitable to receive the relevant Service, for as long as such unsuitability remains;

b) who displays abusive, violent or threatening behaviour unacceptable to the Provider acting reasonably and taking into account the mental health of that Service User);

c) in that Service User's support setting or circumstances (as applicable) where that environment poses a level of risk to the Staff engaged in the delivery of the relevant Service that the Provider reasonably considers to be unacceptable; or

d) where expressly instructed not to do so by an emergency service provider who has authority to give such instruction, for so long as that instruction applies.

C7.2 If the Provider proposes not to provide or to stop providing a Service to any Service User under clause C7.1:

a) where reasonably possible, the Provider must explain to the Service User, taking into account any communication or language needs, the action that it is taking, when that action takes effect, and the reasons for it (confirming that explanation in writing within 2 Business Days);

b) the Provider must tell the Service User of the right to challenge the Provider's decision through the Provider's complaints procedure and how to do so;

c) the Provider must inform the Contracting Body in writing without delay and wherever possible in advance of taking such action;

provided that nothing in this clause C7.2 entitles the Provider not to provide or to stop providing the Services where to do so would be contrary to the Law.

C8 SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS

C8.1 The Parties acknowledge that the Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

C8.2 The Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

C8.3 The Provider shall immediately notify the Contracting Body of any information that it

reasonably requests to enable it to be satisfied that the obligations of this clause C8 have been met.

C8.4 The Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to any Service Users, children or vulnerable adults.

C8.5 The Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

C8.6 The Provider shall have a procedure approved by the Contracting Body for dealing with allegations or suspicions of Abuse.

C8.7 All Staff must be trained at induction in the proactive prevention of Abuse, in the identification of relevant incidents, in following the reporting procedures and training should be updated at least annually.

C8.8 The Provider shall:

a) Fully contribute to safeguarding assessments and concerns of Abuse in according with the Nottinghamshire Safeguarding Adults procedure which can be accessed on: http://www.nottinghamshire.gov.uk/caring/adultsocialcare/backgroundsupport/safeguardingadults/ or any similar procedure of the Contracting Body

b) Have in place a workforce development plan that includes appropriate competencies for Staff in relation to safeguarding adults work.

c) Adhere to rigorous recruitment practices to deter those who actively seek vulnerable people to exploit or abuse.

d) Have robust systems in place so that Staff are familiar with and follow the Safeguarding Adults policy and procedure.

e) Notify the Authorised Officer immediately of all instances of suspected Abuse pertaining to the Contract.

f) Maintain a proactive approach to prevent Abuse.

g) Address issues around bullying and have in place an anti-bullying policy which should be linked to their safeguarding procedures as appropriate. It is expected that Staff and Service Users will be made aware of this policy and that relevant training will be given to Staff and Service Users.

C8.9 The Provider shall comply with the Mental Capacity Act 2005 including Deprivation of Liberty safeguards and related Codes of Practice.

C8.10 Information should routinely be provided to Service Users and their Representatives, families and friends about the Mental Capacity Act 2005 and Deprivation of Liberty safeguards. Information must be included about the right of a concerned person to bring to the Providers attention that there should be an application for a Deprivation of Liberty authorisation, and what else they could do if the Provider did not agree.

C8.11 The Provider should have a system in place to ensure that the role of representative under Deprivation of Liberty safeguards is carried out adequately in line with the Law in the Deprivation of Liberty Code of Practice 7.25 – 7.28.

C8.12 The Provider should have a procedure in place that identifies:

a) Whether deprivation is or may be necessary in a particular case

b) What steps they should take to assess whether to seek authorisation

c) Whether it requires an urgent authorisation

d) Whether they have taken all practical and reasonable steps to avoid deprivation of liberty

e) What action they should take if they do need to request an authorisation and any time limits

f) Who would be the authorised applicant

g) How to implement any conditions

h) When to request a review of a standard authorisation

i) How they would monitor the Representatives contact with the Service User

j) A prompt response to eligible persons concerned there may be a Deprivation of Liberty

k) Where and how to record

l) What governance processes are in place to evaluate the procedures, duties, referral rates and authorisations

C8.13 The Provider shall during the Transition Period provide written policies for safeguarding children and adults to be included in Schedule F

C9 SERVICE USER INVOLVEMENT

C9.1 The Provider shall engage, liaise and communicate with Service Users, their Carers, Representatives and Legal Guardians in an open and clear manner in accordance with the Law, Good Clinical Practice and their human rights.

C9.2 As soon as reasonably practicable following any reasonable request from the Contracting Body, the Provider must provide evidence to the Contracting Body of the involvement of Service Users, Carers and Staff in the development of Services.

C9.3 The Provider must carry out Service User surveys (and Carer surveys) and shall carry out any other surveys reasonably required by the Contracting Body in relation to the Services. The form (if any), frequency and method of reporting such surveys must comply with the requirements set out in Schedule D or as otherwise agreed between the Parties in writing from time to time.

C9.4 The Provider must review and provide a written report to the Contracting Body on the results of each survey carried out under clause C9.3 and identify any actions reasonably required to be taken by the Provider in response to the surveys. The Provider must implement such actions as soon as practicable. If required by the Contracting Body, the Provider must publish the outcomes and actions taken in relation to such surveys.

C9.5 The Provider must publish, maintain and operate a Service User consent policy which complies with Good Clinical Practice and the Law.

C10 INCIDENTS REQUIRING REPORTING

C10.1 If the Provider is CQC registered it shall comply with the requirements and arrangements for notification of deaths and other incidents to CQC in accordance with CQC Regulations and if the Provider is not CQC registered it shall notify Serious Incidents to any Regulatory Body as applicable, in accordance with the Law.

C10.2 If the Provider gives a notification to the CQC or any other Regulatory Body under clause C10.1 which directly or indirectly concerns any Service User, the Provider must send a copy of it to the Contracting Body within 5 Business Days.

C10.3 The Parties must comply with the arrangements for reporting, investigating, implementing and sharing the Lessons Learned from Serious Incidents, that are agreed between the Provider and the Contracting Body and further detailed in Schedule G.

C10.4 Subject to the Law, the Contracting Body shall have complete discretion to use the information provided by the Provider under this clause C.10.

C11 SERVICE USER HEALTH RECORDS

C11.1 The Provider must create, maintain, store and retain Service User health records for all Service Users. The Provider must retain Service User health records for the periods of time required by Law and securely destroy them thereafter in accordance with any applicable Guidance.

C11.2 The Provider must:

i) use Service User health records solely for the execution of the Provider's obligations under this Contract; and

j) give each Service User full and accurate information regarding his/her treatment and Services received.

C11.3 The Provider must at all times during the term of this Contract have a Caldicott Guardian and shall notify the Contracting Body of their identity and contact details prior to the Service Commencement Date. If the Provider replaces its Caldicott Guardian at any time during the term of this Contract, it shall promptly notify the Contracting Body of the identity and contact details of such replacements.

C11.4 Subject to Guidance and where appropriate, the Service User health records should include the Service User's verified NHS number.

C12 RIGHTS OF ACCESS AND INSPECTION

C12.1 The Provider shall allow authorised officers of the Contracting Body, CQC, the National Audit Office and/or the authorised representative of the Local HealthWatch to have reasonable access to the Provider's premises, records and Staff to enable the Contracting Body to ascertain that the Services are being provided in accordance with the Contract and any relevant statutory provisions.

C12.2 Any information made available to the Contracting Body under this Clause shall be treated as Confidential Information.

C12.3 The Provider may refuse such request to enter the Provider's Premises and/or the premises of any Sub-contractor where it would adversely affect the provision of the Services or, the privacy or dignity of a Service User.

C13 PERFORMANCE MONITORING

C13.1 The Provider shall comply with the performance monitoring arrangements set out in the Schedules.

C13.2 The Contracting Body will monitor the performance of the Services by the Provider.

C13.3 The Provider shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Contracting Body in carrying out the monitoring referred to in clause C13.2 at no additional charge to the Contracting Body.

C14 CONTRACT REVIEW

C14.1 Contract reviews will be undertaken by the Contracting Body to review performance against the Contract as a whole. The frequency and format of the reviews shall be set out and agreed in Schedule K. The Provider shall afford all reasonable resources and facilities to allow the Contracting Body to carry out its contract reviews and provide all reasonable information required.

C15 FAILURE TO PERFORM

C15.1 If the Provider fails to meet a Service Outcome, the Council may, subject to the remaining provisions of this clause C15.1:

a. terminate the contract under Clause H2.1; or

b. issue a Contract Query Notice.

C15.2 The provisions of this Clause 15 do not affect any other rights and obligations the Parties may have under this Contract.

Contract Query

C15.3 If the Contracting Body has a Contract Query it may issue a Contract Query Notice to the Provider. If the Provider has a Contract Query it may issue a Contract Query Notice to the Contracting Body.

Excusing Notice

C15.4 The Receiving Party may issue an Excusing Notice to the Issuing Party within 5 Business Days of the date of the Contract Query Notice. If the Issuing Party accepts the explanation set out in the Excusing Notice, it must withdraw the Contract Query Notice in writing within 10 Business Days following the date of the Contract Query Notice.

Contract Monitoring Meeting

C15.5 Unless the Contract Query Notice has been withdrawn, the Contracting Body and the Provider must meet to discuss the Contract Query and any related Excusing Notice within 10 Business Days following the date of the Contract Query Notice.

C15.6 As part of the Contract monitoring arrangement the Contracting Body and the Provider must agree either:

a) that the Contract Query Notice is withdrawn; or

b) to implement an appropriate Remedial Action Plan.

Remedial Action Plan

C15.10 If a Remedial Action Plan is to be implemented, the Contracting Body and the Provider must agree the contents of the Remedial Action Plan within 5 Business Days following, either the contract monitoring meeting, or following the Review Meeting as appropriate.

C15.11 The Remedial Action Plan must set out:

a) Milestones for performance to be remedied;

b) The date by which each milestone must be completed; and

c) Subject to the maximum sums identified in Clause C15.15, the consequences for failing to meet each milestone by the specified date.

C15.12 The Provider and the Contracting Body must implement or meet the milestones applicable to it within the timescales set out in the Remedial Action Plan.

C15.13 The Contracting Body and the Provider must record progress made or developments under the Remedial Action Plan in accordance with its terms. The Contracting Body and the Provider must review and consider that progress on an ongoing basis and in any event at the next Review Meeting.

C15.14 If following implementation of a Remedial Action Plan:

a) The matter that gave rise to the relevant Contract Query Notice has been resolved, it must be noted in the next review that the Remedial Action Plan has been completed; or

b) The matter that gave rise to the relevant Contract Query Notice remains in the reasonable opinion of the Contracting Body or the Provider unresolved, either may issue a further Contract Query Notice in respect of that matter.

Withholding Payment for Failure to Agree Remedial Action Plan

C15.15 If the Contracting Body and the Provider cannot agree a Remedial Action Plan within the relevant period specified in Clause C15.11 they must jointly notify the Governing Body of both the Provider and the Contracting Body accordingly.

C15.16 If, 10 Business Days after notifying the Governing Bodies, the Contracting Body and Provider still cannot agree a Remedial Action Plan, the Contracting Body may withhold up to 2.5% of the monthly sums payable by them under Schedule E for each further month the Remedial Action Plan is not agreed.

C15.17 The Contracting Body must pay the Provider any sums withheld under clause C15.16 within 10 Business Days of receiving the Provider's agreement to the Remedial Action Plan. Unless Schedule E applies, those sums are to be paid without interest.

Exception Reports

C15.18 If a Party breaches a Remedial Action Plan and does not remedy the breach within 5 Business Days following its occurrence, the Provider or the Contracting Body (as the case may be) may issue a first Exception Report to that Party's Governing Body. If the Party in breach is the Provider, the Contracting Body may withhold payment from the Provider in accordance with C15.16

C15.19 If following issue of the first Exception Report, the breach of the Remedial Action Plan is not rectified within the timescales indicated in the first Exception Report, the Contracting Body or the Provider (as the case may be) may issue a second Exception Report to:

a) The relevant Party's Governing Body; and/or

b) Any appropriate regulatory or supervisory body;

In order that each of them may take whatever steps they think appropriate.

Withholding of Payment at First Exception Report for Breach of Remedial Action Plan

C15.20 If the Provider is in breach of a Remedial Action Plan:

a) The Contracting Body may withhold, in respect of each milestone not met, up to 2.5% of the aggregate monthly sums payable by them under Schedule E from

the date of issuing the first Exception Report and for each month the Provider's breach continues, subject to a maximum monthly withholding of 10% of the aggregate monthly sums payable by the Contracting Body in relation to each Remedial Action Plan; and

b) The Contracting Body must pay the Provider any sums withheld under this Clause C15.20 within 10 Business Days following rectification by the provider of the breach of the Remedial Action Plan. Subject to other provisions in this Contract, these sums are to be paid without interest.

Retention of Sums Withheld at the Second Exception Report for Breach of Remedial Action Plan

C15.21 If the Provider is in breach of a Remedial Action Plan the Contracting Body may, when issuing any second Exception Report, retain permanently any sums withheld under Clause C15.20.

Unjustified Withholding or Retention of Payment

C15.22 If the Contracting Body withholds sums under Clause C15.16 or retains sums under Clause C15.20, and within 20 Business Days of the date of that withholding or retention the Provider produces evidence satisfactory to the Contracting Body that the relevant sums to the Provider were withheld or retained unjustifiably, the Contracting Body must pay those sums to the Provider within 10 Business Days following the acceptance of that evidence, together with interest for the period for which the sums were withheld or retained. If the Contracting Body does not accept the Provider's evidence the Provider may refer the matter to the Dispute Resolution Procedure.

Retention of Sums Withheld on Expiry or Termination of this Contract

C15.23 If the Provider does not agree a Remedial Action Plan:

a) Within 6 months following the expiry of the relevant time period set out in the Clause C15.10; or

b) Before the end of the Term,

Whichever is the earlier, the Contracting Body may retain permanently any sums withheld under Clause C15.17.

C15.24 If the Provider does not rectify a breach of a Remedial Action Plan before the end of the Term, the Contracting Body may retain permanently any sums withheld under Clause C15.17.

C15.25 Subject to Clauses C15.3-C15.24, if the Provider fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Contracting Body shall acting reasonably instruct the Provider to remedy the failure and the Provider shall at its own cost and expense remedy such failure within such period of time as the Contracting Body may direct.

C15.26 In the event that:

a) the Provider fails to comply with clause C15.25 above and the failure is materially adverse to the interests of the Contracting Body or prevents the Contracting Body from discharging a statutory duty; or

b)the Provider persistently fails to comply with clause C15.25 above, the Contracting Body may terminate the Contract with immediate effect by Notice.

C15.27 In the event that the Contracting Body is of the reasonable opinion that there has been a Material Breach of the Contract by the Provider or their Sub-Contractors, then the Contracting Body may, without prejudice to its rights under clause H2, do any of the following:

a) without terminating the Contract, itself supply or procure a third party to supply all or part of the Services until such time as the Provider shall have demonstrated to the reasonable satisfaction of the Contracting Body that the Provider will once more be able to supply all or such part of the Services in accordance with the Contract;

b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or

c) terminate, in accordance with clause H2, the whole of the Contract.

C15.28 The Contracting Body may charge the Provider for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Contracting Body or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Provider for such part of the Services and provided that the Contracting Body uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

C15.29 The Contracting Body may suspend payments whilst investigating the affairs of the Provider and the Provider shall co-operate with such investigations including giving the Contracting Body access to all relevant Service information and premises.

C16 COMPLAINTS

C16.1 The Provider shall, throughout the Term, have in place a written procedure approved by the Contracting Body to enable Service Users or their Carers or Representative to make complaints and representations about the Services (the "Complaints Procedure").

C16.2 Subject to clause C16.6, the Provider shall, throughout the Term, make Service Users, Carers or their Representatives aware that they can use the Contracting Body complaints process as well as the Provider's process.

C16.3 The Provider shall give Service Users or their Carers or Representative information about the Complaints Procedure and how it works. The Provider shall ensure that

this information shall be easily understood and available in appropriate form for all Service Users.

C16.4 The Provider shall promptly inform the Authorised Officer of any complaint made under the Complaints Procedure by a Service User or their Carer or Representative regarding the provision of the Services and the action taken by the Provider in response. The Provider shall maintain full records of any such complaint and provide it to the Contracting Body upon request.

C16.5 Subject to Clause C16.6, where the Provider is unable to resolve a complaint by a Service User or their Representative, the Provider shall enable the Service User to make a formal complaint to the Contracting Body through the relevant Contracting Body's own complaints procedure and the Provider agrees to fully implement any recommendation or decision made following the completion of the relevant Contracting Body's complaints procedure at its (the Provider's) cost and it will fully indemnify each Contracting Body against any costs it may reasonably incur whilst handling or resolving any such complaint.

C16.6 Records of complaints must be available for inspection by the Contracting Body. Records must give details of the complaint together with the Provider's response and whether the complainant was satisfied with the outcome.

C16.7 The Contracting Body reserve the right to investigate any complaint without reference to the Provider's Complaints Procedure where the issues involved are deemed to be serious, or to affect the wellbeing of Service Users.

C16.8 The Provider shall co-operate with any investigation by the Ombudsman into allegations of maladministration where the Provider is providing care on behalf of the Contracting Body. The Contracting Body shall be entitled to recover from the Provider any payments that are made by the Contracting Body as awards to Service Users as a result of a finding of maladministration by the Ombudsman in respect of the Services.

C17 WHISTLEBLOWING

C17.1 The Provider shall ensure that it has a Whistleblowing Procedure which shall be approved by the Contracting Body from time to time.

C17.2 The Provider confirms that the Contracting Body is authorised as a person whom the Staff may make a qualifying disclosure under the Public Interest Disclosure Act 1998 and declares that any of its Staff making a protected disclosure (as defined by the said Act) shall not be subjected to any detriment and its Staff will be made aware of this provision. The Provider further declares that any provision in any contract purporting to preclude a member of its Staff from making a protected disclosure is void.

C17.3 The Provider shall ensure that Staff employed by the Provider in connection with this Contract (including any Sub-Contractor staff) are aware of the Council's whistle blowing policy (available on the Council's website http://www.nottinghamshire.gov.uk/) and any of the Other Contracting Body's whistle blowing policies if applicable and the arrangements to be followed in the event of them having any concerns and wishing to make a disclosure pursuant to the policy.

C18 BUSINESS CONTINUITY AND DISASTER RECOVERY

C18.1 The Provider must comply with the Civil Contingencies Act 2004 and with any applicable national and local civil contingency plans.

C18.2. The Provider shall, at all times, maintain a written BCDR Plan in respect of the Services and the people and facilities used to provide them, that is adequate to minimise the effect of and deal promptly and efficiently with any Disaster and which will as a minimum reflect Best Industry Practice and comply with all applicable Law. The Provider shall comprehensively test the plan not less than once each year and the Provider will immediately implement the plan following the occurrence of any Disaster. The Provider shall, on request, provide a copy of such plan to the Contracting Body and will also provide any other information that it may reasonably require in relation thereto (including the results of any tests of such plan). The Provider must notify the Contracting Body of any activation of the plan as soon as reasonably practicable of its activation and in any event no later than 5 Business Days from the date of such activation.

C18.4 The BCDR Plan shall:

a) set out how the business continuity and disaster recovery elements link to each other;

b) provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Services and any services provided to the Contracting Body by other providers;

c) contain an obligation upon the Provider to liaise with the Contracting Body and (at the Contracting Body's request) any other provider with respect to issues concerning business continuity and disaster recovery where applicable;

d) detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Contracting Body and any of its other related providers as notified to the Provider by the Contracting Body from time to time;

e) contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Contracting Body;

f) contain a risk analysis, including:

   a. failure or disruption scenarios and assessments and estimates of frequency of occurrence;

   b. identification of any single points of failure within the Services and processes for managing the risks arising therefrom;

c. identification of risks arising from the interaction of the Services with the services provided by a other providers; and

d. a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;

g) provide for documentation of processes, including business processes, and procedures;

h) set out key contact details (including roles and responsibilities) for the Provider (and any Sub-Contractors) and for the Contracting Body;

i) identify the procedures for reverting to "normal service";

j) set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption; and

k) identify the responsibilities (if any) that the Contracting Body has agreed it will assume in the event of the invocation of the BCDR Plan.

C18.5 The BCDR Plan shall be designed so as to ensure that:

a) the Services are provided in accordance with the Contract at all times during and after the invocation of the BCDR Plan;

b) the adverse impact of any Disaster, Service failure, or disruption on the operations of the Contracting Body is minimal as far as reasonably possible;

c) it complies with the relevant provisions of BS25999 (as amended) and all other industry standards from time to time in force; and

d) there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

C18.6 The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.

C18.7 The Provider shall not be entitled to any relief from its obligations under the Service Outcomes or to any increase in the Contract Price to the extent that a Disaster occurs as a consequence of any breach by the Provider of this Contract.

a.

C18.8 Following the declaration of a Disaster in respect of any of the Services, the Provider shall:

a) implement the **BCDR** Plan;

b) work with the Contracting Body and any Replacement Provider to ensure the

Services continue to the Service Users without break and with as little disruption as reasonably possible;

c) continue to provide the affected Services to the Contracting Body in accordance with the **BCDR** Plan; and

d) restore the affected Services to normal within the period laid out in the **BCDR** Plan.

C18.9 To the extent that the Provider complies fully with the provisions of this Clause C18 (and the reason for the declaration of a Disaster was not breach of any of the other terms of this Contract on the part of the Provider), the Service Outcomes to which the affected Services are to be provided during the continuation of the Disaster shall not be the Service Outcomes as referred to in Schedule C but shall be the Service Outcomes set out in the Disaster Recovery Plan or (if none) the best Service Outcomes which are reasonably achievable in the circumstances.

C18.21 If applicable, in the event of a Disaster in a particular geographical area, the Provider who has been awarded the Contract for the given geographical area will be responsible for remedying the Disaster and implementing the BCDR Plan. However in exceptional circumstances or in the event of circumstances beyond the control of the Contracting Body, the Provider may be required to provide a Service in a different geographical area In these circumstances the Contracting Body would expect Providers to be flexible in their approach to service delivery.

C19 BEST VALUE

C19.1 The Provider shall demonstrate continuous improvement in respect of the Contract Standard, or any other indicators that the Contracting Body are measured upon from other regulatory bodies and shall comply with Best Value.

C19.2 The Provider shall provide to the Contracting Body all such assistance that could be reasonably expected and such information and documentation as the Contracting Body shall from time to time reasonably require for the purpose of compliance with its obligations of Best Value under the Local Government Act 1999 ("the Act"), including, without limitation:

a) the carrying out of any Best Value reviews under section 5 of the Act; or

b) the production of any Best Value performance plans under section 6 of the Act; or

c) monitoring by the Contracting Body of compliance by the Contracting Body with its obligations of Best Value;

d) auditing of the Contracting Body's Best Value performance plans under section 6 of the Act; or

e) Any inspection of the Contracting Body's compliance with the Act as a result of any audit or inspection of the Contracting Body's compliance with the Act or otherwise or any action ordered by the Secretary of State under section 15 of the Act.

C19.3 For the purposes of clause C16, “Best Value” means arrangements to secure continuous improvement in the way the Contracting Body’s functions are exercised having regard to a combination of economy, efficiency and effectiveness.

C20 IMPROVEMENT IN PERFORMANCE

C20.1 If, in the Contracting Body’s reasonable opinion, performance of the Services (or any part) may be improved by either Party, then the Contracting Body may serve notice upon the Provider stating the nature of the improvements which are required to be made to the Services (or relevant part).

C20.2 The Provider shall, within 10 Business Days of the date of receipt of such notice provide the Contracting Body with a detailed plan (the “Performance Improvement Plan”) with a supporting written statement containing the Provider's proposals to achieve the improvement in the performance of the Services (or the relevant part), with measurable timescales.

C20.3 As soon as practicable after the Contracting Body receives the Provider’s response the Parties shall meet and discuss and agree the issues. The Contracting Body may modify their requirements, in which case the Provider shall, as soon as practicable, and in any event not more than 5 Business Days after the receipt of the said modification, notify the Contracting Body of any consequential changes to its Performance Improvement Plan with supporting documentation submitted to the Contracting Body.

C20.4 If the Parties cannot agree then the dispute will be determined in accordance with H6.

C20.5 As soon as practicable after agreement or determination pursuant to H6, the Contracting Body shall either confirm the changes in writing or withdraw the improvement notice.

C20.6 The cost of complying with an improvement notice shall be met by the Provider.

SECTION D – CONTRACT PRICE AND PAYMENT

D1 CONTRACT PRICE

D1.1 In return for the Provider carrying out its obligation under this Contract the relevant Contracting Body shall pay the Provider the Contract Price as set out in Schedule E.

D2 VALUE ADDED TAX

D2.1 Value Added Tax (VAT), where applicable, shall be shown separately on all invoices as a strictly net extra charge.

D2.2 The Contracting Body and the Provider agree to pay to the other any VAT properly chargeable.

D3 RECOVERY OF SUMS DUE

D3.1 Subject to Clause C15, wherever under the Contract any sum of money is recoverable from or payable by the Provider (including any sum which the Provider is liable to pay to the Contracting Body in respect of any breach of this Contract), the Contracting Body may deduct that sum from any sum then due to the Provider under the Contract or under any other agreement or contract with the Contracting Body.

D3.2 Any overpayment by the Contracting Body to the Provider shall be recoverable by the Contracting Body.

D3.3 The Provider shall make any payments due to the Contracting Body without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Provider has obtained the prior Approval of the Contracting Body to such deduction.

D4 EURO

D4.1 Any legislative requirement to account for the services in euro, (or to prepare for such accounting) instead of and/or in addition to sterling, shall be implemented by the Provider at nil charge to the Council.

D4.2 The Contracting Body shall provide all reasonable assistance to facilitate such changes.

SECTION E – STATUTORY OBLIGATIONS AND REGULATIONS

E1 PREVENTION OF BRIBERY

E1.1 The Provider:

a) shall not, and shall procure that any Staff shall not, in connection with this Contract commit a Prohibited Act;

b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Contracting Body, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Contracting Body before execution of this Contract.

E1.2 The Provider shall:

a) if requested, provide the Contracting Body with any reasonable assistance, at the Contracting Body's reasonable cost, to enable the Contracting Body to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

b) within five Business Days of the Commencement Date, and annually thereafter (if requested), certify to the Contracting Body in writing (such certification to be signed by an officer of the Provider) compliance with this clause E1.2 by the Provider and all persons associated with it or other persons who are supplying goods or services in connection with this Contract. The Provider shall provide such supporting evidence of compliance as the Contracting Body may reasonably request.

E1.3 The Provider shall have an anti-bribery policy (which shall be disclosed to the Contracting Body) to prevent any Staff from committing a Prohibited Act and shall enforce it where appropriate.

E1.4 If any breach of clause E1.1 is suspected or known, the Provider must notify the Contracting Body immediately.

E1.5 If the Provider notifies the Contracting Body that it suspects or knows that there may be a breach of clause E9.1, the Provider must respond promptly to the Contracting Body's enquiries, co-operate with any investigation, and allow the Contracting Body to audit books, records and any other relevant documentation. This obligation shall continue for six years following the expiry or termination of this Contract.

E1.6 The Contracting Body may terminate this Contract by written notice with immediate effect if the Provider or its Staff (in all cases whether or not acting with the Provider's knowledge) breaches clause E1.1. In determining whether to exercise the right of termination under this clause E1, the Contracting Body shall give all due consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Provider or a senior officer of the Provider or by an employee, Sub-Contractor or supplier not acting independently of

the Provider. The expression "not acting independently of" (when used in relation to the Provider or a Sub-Contractor) means and shall be construed as acting:

a) with the Contracting Body; or,

b) with the actual knowledge;

c) of any one or more of the directors of the Provider or the Sub-Contractor (as the case may be); or

d) in circumstances where any one or more of the directors of the Provider ought reasonably to have had knowledge.

E1.7 Any notice of termination under clause E1.6 must specify:

a) the nature of the Prohibited Act;

b) the identity of the party whom the Contracting Body believes has committed the Prohibited Act; and

c) the date on which this Contract will terminate.

E1.8 Despite clause H6 (Dispute resolution), any dispute relating to:

a) the interpretation of clause E1; or

b) the amount or value of any gift, consideration or commission,

c) shall be determined by the Contracting Body and its decision shall be final and conclusive.

E1.9 Any termination under clause E1.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Contracting Body.

E2 EQUITY OF ACCESS AND EQUAL OPPORTUNITIES

E2.1 In the performance of the Services, the Provider and any Sub-Contractor shall not unlawfully discriminate within the meaning and scope of any Law relating to discrimination (whether in race, gender, religion, belief, disability, sexual orientation, age, human rights, gender reassignment, marriage or civil partnership, pregnancy or maternity or any other non-medical characteristics) except as permitted by the Law between or against Service users or in employment.

E2.2 The Provider must provide appropriate assistance and shall ensure that all reasonable adjustments for people with disabilities are made in line with The Equalities Act 2010. Provider's attention is drawn to statutory guidance relating to the Autism Act 2009.

E2.3 In performing this Contract the Provider must comply with the Equality Act 2010 and have due regard to the obligations contemplated by section 149 of the Equality Act 2010 to:

a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the Equality Act 2010;

b) advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it; and

c) foster good relations between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it,

and for the avoidance of doubt this obligation shall apply whether or not the Provider is a public authority for the purposes of section 149 of the Equality Act 2010.

E2.2 The Provider shall take all reasonable steps to secure the observance of clause E2.1 to E2.3 by its Staff employed in the execution of this Contract:

E2.2.1 The Provider shall have an equal opportunities policy approved by the Contracting Body;

E2.2.2 The Provider shall provide such information as the Contracting Body may reasonably require for the purpose of assessing the Provider's continued compliance with this clause E2.

E2.3 If any court or tribunal, or the Equality and Human Rights Commission (or any other Commission promoting equal opportunity) should make any finding of unlawful discrimination against the Provider, then the Provider shall immediately inform the Contracting Body of such a finding.

E2.4 The Provider shall take all necessary steps to prevent reoccurrence of such unlawful discrimination. The Provider will provide the Contracting Body with details of the steps taken to prevent such a reoccurrence.

E2.5 In the event of a re-occurrence, the Contracting Body shall have a right to terminate this Contract if after having discussed the matter with the Provider; the Contracting Body is of the opinion that the actions of the Provider leading up to the re-occurrence were sufficiently serious as to undermine its compliance with clause E2.1 above.

E2.6 In the event that the Contracting Body does not exercise its right of termination under clause E2.5 the Provider shall discuss with the Contracting Body the appropriate steps the Provider needs to take to prevent repetition of the unlawful discrimination and shall provide the Contracting Body with details of any such steps taken.

E3 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

E3.1 No person who is not a Party to the Contract shall have any right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or

remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

E4 HEALTH AND SAFETY

E4.1 In relation to the Provider's Staff, the Provider shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice pertaining to the health and safety of employees and others who may be affected by the Provider's acts or omissions in providing the Services under this Contract and shall require that any Sub-Contractors likewise comply.

E4.2 The Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act 1974) is made available to the Contracting Body on request.

E4.3 The Provider shall take full responsibility for the adequacy and safety of all operations and methods adopted in the performance of the Service and the acts of its Staff. The Provider shall notify the Contracting Body in writing if any method or practice shall be or shall become an unsafe method of practice.

E4.4 The Contracting Body reserves the right to suspend the provision of the Services in whole or in part without paying compensation if and whenever the Provider is, in the reasonable opinion of the Council, in contravention of the Health and Safety at Work Act 1974 and provision within this clause E4.

E4.5 The Provider shall promptly notify the Contracting Body of any health and safety hazards, which may arise in connection with the performance of the Contract. The Contracting Body shall promptly notify the Provider of any health and safety hazards that may exist or arise at the Contracting Body's Premises and that may affect the Provider in the performance of the Contract.

E4.6 The Provider shall take all necessary steps to secure the health and safety of its Staff, Service Users and any visitor to any premises at which the Services are provided and shall at all times comply with Law relating to health and safety .

E4.7 While on the Contracting Body's Premises, the Provider shall comply with any health and safety measures implemented by the Contracting Body in respect of staff and other persons working on the Contracting Body's Premises.

E4.8 The Provider shall notify the Contracting Body immediately in the event of any incident occurring in the performance of the Contract where that incident causes any personal injury or damage to property that could give rise to personal injury.

E4.9 The Contracting Body will investigate any allegation that the Provider has failed to comply with relevant health and safety legislation.

E4.10 The Provider will nominate or appoint a Competent Person to take responsibility for all Health and Safety matters in accordance with the National Minimum Care Standards. The name of the Competent Person must be supplied to the Contracting Body, with details of their knowledge, experience and training.

E4.11 The Provider will have a written safety policy, in accordance with National Standards, and ensure it is reviewed by senior management and the Registered Person at least annually, or more frequently if changes occur. The review will be documented and minutes made available to the Contracting Body upon request. The safety policy will be reviewed together with the accident records book. A copy of the safety policy will be provided to all staff at induction and following any subsequent revision.

E4.12 The Provider will maintain a pre-printed, accident records book, e.g. Form B1510, and comply with all recording and reporting legislation, including RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations). The Provider will make the accident records book available to the Contracting Body upon request.

E4.13 Risk Assessments and Specific Risks

a) Staff carrying out risk assessments must be trained by a recognised and suitably qualified person or training agency and the Provider shall produce evidence of that training when requested to do so by the Contracting Body (for example by producing a current valid training certificate).

b) Staff carrying out the manual handling element of the risk assessment must be trained by a suitably qualified person or recognised training agency and the Provider shall produce evidence of that training when requested to do so by the Contracting Body (for example by producing a current valid training certificate)

E4.14 The Provider shall comply with the National Standards for the Control of Substances Hazardous to Health.

E4.15 Risk assessment and planning can eliminate potential manual handling hazards. Where the risk assessment indicates manual handling cannot be avoided, a detailed assessment of identified risks and safe manual handling systems must be undertaken and recorded by the Provider and included in the risk assessment.

E4.16 Fire Safety

a) Providers are required to have a practical fire safety risk assessment process. Fire safety

risks must be assessed as part of the risk assessment.

b) Staff carrying out the fire safety element of the risk assessment must be trained in fire safety risk assessment.

c) Staff must be trained in fire safety awareness.

d) The fire safety element of the risk assessment must be suitable and sufficient and cover the potential hazards to which the Staff, Service User (and where applicable the Carer) are exposed, and must include:

i) The presence or absence of a correctly sited fitted and regularly maintained smoke detector. The absence of a smoke detector in working order must be reported to the Contracting Body immediately;

ii) The assessment of each room where the risk of fire may reasonably be expected to present a hazard;

iii) The control measures introduced to remove or reduce the risk of fire; and

iv) An escape plan in case of emergency and, where appropriate, indicating a plan for services delivered during the Night.

E4.17 Personal Protective Equipment and Infection Control

a) The Provider will ensure that suitable and sufficient personal protective equipment is provided to Staff who may be exposed to risk at work, except where and to the extent that such risk is adequately controlled by other means which are equally or more effective. The Provider must issue free of charge a residual current device to any Staff required to use any electrical equipment in the delivery of the Services.

b) Where personal protective equipment is deemed necessary following risk assessment, the Provider will provide that equipment free of charge and maintain and replace it as necessary.

c) The Provider will ensure that Staff are provided with all information, instruction and training to enable them to properly use personal protective equipment, and take all reasonable steps to ensure its proper use.

E5 HUMAN RIGHTS

E5.1 The Provider shall comply with the Human Rights Act 1998 (HRA) as if it were a 'Public Contracting Body' within the meaning of the legislation.

E5.2 The Provider shall indemnify the Contracting Body against any liability, loss, claim or proceedings arising out of any violation of the Human Rights Act by the Provider in the course of the provision of the Service under this Contract.

E6 TRANSFER OF UNDERTAKINGS

E6.1 Schedule P shall apply if TUPE is applicable.

E7 ENVIRONMENTAL REQUIREMENTS

E7.1 The Provider shall operate and comply with and provide for the Contracting Body on request a comprehensive Environmental Policy, which includes but is not limited to:

a) purchasing of goods and services

b) travel and transport

c) energy usage

d) waste and recycling

e) printing

f) environmental action plans

E7.2 In all matters connected with the Services, the Provider shall implement and maintain throughout the Term systems designed to ensure good environmental practice including compliance with any relevant British Standards or European equivalents. In complying with its obligations under this clause E7.2, the Provider shall have due regard to any relevant environmental policies of the Contracting Body.

E8 DIVERSITY

E8.1 The Provider shall have a Diversity Policy that is Approved by the Contracting Body and promotes an inclusive society, opposing all forms of intolerance and prejudicial discrimination, whether intentional, institutional or unintentional. The Provider and its staff shall comply with the Diversity Policy.

SECTION F – INFORMATION

F1 DATA PROTECTION

F1.1 Each Party, including its Staff, shall comply with the requirements of the DPA in relation to the provision of the Services and shall not knowingly or negligently by any act or omission, place the other party in breach, or potential breach of the DPA.

F1.2 The Provider shall in accordance with the DPA be notified and shall advise the Authorised Officer of its notification reference on the Public Register of Data Controllers.

F1.3 The Provider shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

F1.3.1 provide the Contracting Body with such information as the Contracting Body may reasonably require to satisfy itself that the Provider is complying with its obligations under the DPA;

F1.3.2 immediately notify the Contracting Body of any breach of the security measures required to be put in place pursuant to this Clause F1; and

F1.3.3 ensure that it does nothing knowingly or negligently which places the Contracting Body in breach of the Contracting Body's obligations under the DPA.

F1.4 The Provider agrees to indemnify the Contracting Body against all costs that the Contracting Body incurs as a result of the Provider's failure to comply with this clause F1.

F1.5 The Provider shall ensure that personal data is not transferred to a country or territory outside the European Economic Area without the prior written consent of the Contracting Body.

F1.6 On termination of this Contract the Provider shall return all personal data or destroy or dispose of it in a secure manner and in accordance with any specific instructions issued by the Contracting Body.

F1.7 The provision of this Condition shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

F1.8 Subject always to B7 if the Provider is to require any Sub-Contractor to process Personal Data on its behalf, the Provider must:

F1.8.1 require that Sub-Contractor to provide sufficient guarantees in respect of its technical and organisational security measures governing the data processing to be carried out, and take reasonable steps to ensure compliance with those measures;

F1.8.2 ensure that the Sub-Contractor is engaged under the terms of a written agreement requiring the Sub-Contractor to:

a) process such personal data only in accordance with the Provider's instructions;

b) comply at all times with obligations equivalent to those imposed on the Provider by virtue of the Seventh Data Protection Principle; and

c) allow rights of audit and inspection in respect of relevant data handling systems to the Provider or to the Contracting Body or to any person authorised by the Provider or by the Contracting Body to act on its behalf.

F1.9 To the extent that the Provider is acting as a Data Processor on behalf of the Contracting Body, the Provider shall, in particular, but without limitation:

a) only process such Personal Data as is necessary to perform its obligations under this Contract, and only in accordance with any instruction given by the Contracting Body under this Contract;

b) put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the specific requirements in clause F1.10 below, the state of technical development and the level of harm that may be suffered by a Data Subject whose Personal Data is affected by such unauthorised or unlawful processing or by its loss, damage or destruction;

c) take reasonable steps to ensure the reliability of Staff who will have access to such Personal Data, and ensure that such Staff are properly trained in protecting Personal Data;

d) provide the Contracting Body with such information as the Contracting Body may reasonably require to satisfy itself that the Provider is complying with its obligations under the DPA;

e) promptly notify the Contracting Body of any requests for disclosure of or access to the Personal Data;

f) promptly notify the Contracting Body of any breach of the security measures required to be put in place pursuant to this clause F1;

g) ensure it does not knowingly or negligently do or omit to do anything which places the Contracting Body in breach of the Contracting Body's obligations under the DPA.

F1.10 To the extent that any Contracting Body data is held and/or processed by the Provider, the Provider shall supply that Contracting Body data to the Contracting Body as requested by the Contracting Body.

F2 CONFIDENTIALITY

F2.1 Each Party: -

F2.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

F2.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of the Contract.

F2.2 The Provider shall take all necessary precautions to ensure that all Confidential Information obtained from the Contracting Body under or in connection with the Contract:

F2.2.1 is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract;

F2.2.2 is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Contract.

F2.3 The Provider shall not use any Confidential Information it receives from the Contracting Body otherwise than for the purposes of the Contract.

F2.4 The provisions of clauses F2.1 to F3. shall not apply to any Confidential Information received by one Party from the other:

F2.4.1 which is or becomes public knowledge (otherwise than by breach of this clause);

F2.4.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

F2.4.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

F2.4.4 is independently developed without access to the Confidential Information; or

F2.4.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations 2004.

F2.5 Nothing in this clause shall prevent the Contracting Body disclosing any Confidential Information:

F2.5.1 for the purpose of the examination and certification of the Council's accounts; or

F2.5.2 any examination pursuant to Section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Contracting Body has used its resources; or

F2.5.3 to any government department or any other contracting authority. All government departments or contracting authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other contracting authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any contracting authority; or

F2.5.4 to any person engaged in providing any services to the Contracting Body for any purpose relating to or ancillary to this Contract provided that in disclosing information the Contracting Body discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

F2.6 Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contracting Body in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

F2.7 In the event that the Provider fails to comply with this Clause F2, the Contracting Body reserves the right to terminate the Contract by Notice with immediate effect.

F3 AUDIT

F3.1 During the Term and for a period of six years after the end of the Term, the Contracting Body may conduct or be subject to an audit for the following purposes:

a) to verify the accuracy of Contract Price (and proposed or actual variations to them in accordance with this Contract) and/or the costs of all suppliers (including Sub-Contractors) of the Services;

b) to review the integrity, confidentiality and security of any data relating to the Contracting Body or any Service Users;

c) to review the Provider's compliance with the DPA, the FOIA, in accordance with clause F1 and clause F2 and any other legislation applicable to the Services;

d) to review any records created during the provision of the Services;

e) to review any books of account kept by the Provider in connection with the provision of the Services;

f) to carry out the audit and certification of the Contracting Body's accounts;

g) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 OR sections 44 and 46 of the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Contracting Body has used its resources;

h) to verify the accuracy and completeness of the management reports delivered or required by this Contract.

F3.2 Except where an audit is imposed on the Contracting Body by a regulatory body, the Contracting Body may not conduct an audit under this clause F3 more than twice in any calendar year.

F3.3 The Contracting Body shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Provider or delay the provision of the Services.

F3.4 Subject to the Contracting Body's obligations of confidentiality, the Provider shall on demand provide the Contracting Body and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

a) all information requested by the above persons within the permitted scope of the audit;

b) reasonable access to any sites controlled by the Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and

c) access to the Staff.

F3.5 The Contracting Body shall endeavour to (but is not obliged to) provide at least 15 days' notice of its or, where possible, a regulatory body's, intention to conduct an audit.

F3.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this Contract in any material manner by the Provider in which case the Provider shall reimburse the Contracting Body for all the Contracting Body's reasonable costs incurred in the course of the audit.

F3.7 If an audit identifies that:

a) the Provider has failed to perform its obligations under this Contract in any material manner, the Parties shall agree and implement a remedial plan. If the Provider's failure relates to a failure to provide any information to the Contracting Body about the Contract Price or the Provider's costs, then the remedial plan shall include a requirement for the provision of all such information;

b) the Contracting Body have overpaid any charges, the Provider shall pay to the Contracting Body the amount overpaid within 30 days. The Contracting Body may deduct the relevant amount from the Contract Price if the Provider fails to make this payment; and

c) the Contracting Body have underpaid any charges, the Contracting Body shall pay to the Provider the amount of the under-payment less the cost of audit incurred by the Contracting Body if this was due to a Default by the Provider in relation to invoicing within 30 days.

F4 PUBLICITY

F4.1 Except with the Approval of the Contracting Body, the Provider shall not make any press announcement or publicise this Contract or any part thereof in any way.

F4.2 The Provider shall not make any press announcements or publicise this Contract or any part thereof in any way that in the opinion of the Contracting Body may bring the reputation of the Contracting Body into disrepute. Any breach of this Clause F4.2 shall constitute a Material Breach.

F4.3 The Provider shall take reasonable steps to ensure the observance of the provision of clauses F4.1 and F4.2 by all its Staff.

F4.4 The provision of this clause F4 shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

F5 LOGO

F5.1 Neither Party shall use the crest or logo belonging to the other Party either on its own or in combination with their crest or logo nor cause nor permit it to be used without express permission.

F5.2 The Provider must comply with the applicable NHS Branding Guidance. In addition, where appropriate to the Service the Provider must comply with the applicable Contracting Body brand guidance.

F6 RECORDS

F6.1 The Provider shall maintain current and accurate records of all work carried out in the provision of the Services and shall ensure that these records shall be available for inspection by an authorised representative of the Contracting Body at all reasonable times.

The Parties must maintain complete and accurate records of all payments and receipts.

F6.2 The Provider shall maintain security safeguards against the destruction or loss or unauthorised use or alteration of records irrespective of the storage media which are

under the Provider's control as part of the Services. Such safeguards shall include an obligation on the Provider to ensure that access to records is only obtained by such Contracting Body Staff as may be specifically designated by the Authorised Officer.

F6.3 If any records are:

F6.3.1 accidentally or wilfully destroyed, otherwise than by the Contracting Body or on the authorisation of the Contracting Body, or;

F6.3.2 altered without authorisation

in the event that the Provider does not put in hand a method for reinstatement or replacement of such records within seven days of receipt of a Notice from the Contracting Body then without prejudice to the Council's other rights at law, the Provider shall reimburse the Contracting Body reasonable costs in restoring such records.

F6.4 Immediately upon expiry or termination of this Contract for any reason whatsoever the Provider shall at the sole option of the Contracting Body either return to the Contracting Body all records in an agreed form, timescale and location or destroy all copies thereof.

F6.5 The Provider must comply with all reasonable written requests made by any relevant regulatory or supervisory Body (or its authorised representatives), the National Audit Office, the Audit Commission or its appointed auditors, or any Authorised Officer for entry to the Providers Premises and/or the Services and/or the premises of any Sub-Contractor for the purpose of auditing, viewing, observing or inspecting those premises and/or the provision of the Service, and for information relating to the provision of the Service.

F6.6 The Provider must have a healthcare associated infections reduction plan to manage health care associated infections, as defined in sections 20(6) and 20(7) of the Healthcare Associated Infections Act 2008 for each contract year and must comply with its obligations under that plan.

F6.7 The Provider must:

F6.7.1 nominate an Information Governance Lead, to be responsible for information governance and for providing the Provider's Governing Body with regular reports on information governance matters, including details of all incidents of data loss and breach of confidence;

F6.7.2 assign a Caldicott Guardian and Senior Information Risk Owner and notify the Contracting Body.

F6.7.3 If the Provider replaces its Caldicott Guardian or the Senior Information Risk Owner or the Information Governance Lead it must promptly notify the Contracting Body of the identity and contact details of the replacement;

F6.8 The Provider must ensure that the Service Users health records include the Service Users verified NHS Number.

F6.9 The Provider must complete and publishing an annual information governance assessment using the NHS Information Governance Toolkit.

F6.10 The Provider must, at least once in each Contract Year, audit its practices against quality statements regarding data sharing set out in NICE Clinical Guideline 138.

F6.11 The Provider must achieve a minimum level 2 performance against all requirements in the relevant NHS Information Governance Toolkit.

F6.12 The Provider must report and publish any Information Breach and any information governance breach in accordance with IG Guidance for Serious Incidents.

F7 FREEDOM OF INFORMATION

F7.1 The Provider acknowledges that the Contracting Body is subject to the requirements of the FOIA and the EIR and must assist and cooperate with the Contracting Body (at the Providers expense) to enable the Contracting Body to comply with these information disclosure requirements.

F7.2 The Provider must and must procure that any Sub-Contractors:

F7.2.1 transfer the request for information to the Contracting Body as soon as practicable after receipt and in any event within two Business Days of receiving a request for information;

F7.2.2 provide the Contracting Body with a copy of all information in its possession or power in the form that the Contracting Body require within five Business Days (or such other period as the Contracting Body may specify) of the Contracting Body requesting that Information; and

F7.2.3 provide all necessary assistance as reasonably requested by the Contracting Body to enable the Contracting Body to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

F7.3 The Contracting Body will be responsible for determining at its absolute discretion whether any information:

F7.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;

F7.3.2 is to be disclosed in response to a request for information, and in no event will the Provider respond directly to a request for information unless expressly authorised to do so by the Council.

F7.4 The Provider acknowledges that the Contracting Body may, acting in accordance with the Ministry of Justice Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIR to disclose Information:

F7.4.1 without consulting with the Provider, or

F7.4.2 following consultation with the Provider and having taken its views into account.

F7.5 The Provider must ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and must permit the Contracting Body to inspect such records as requested from time to time.

F7.6 The Provider acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Contracting Body may nevertheless be obliged to disclose Confidential Information in accordance with clause F7.4. The Provider acknowledges that the Contracting Body is subject to the requirements under the FOIA and the EIR and shall cooperate with the Contracting Body (at the Provider's expense) to enable the Contracting Body to comply with these information disclosure requirements.

F8 INTELLECTUAL PROPERTY

F8.1 In the absence of prior written agreement by the Contracting Body to the contrary, all Intellectual Property created by the Provider or any Staff, employee, agent or Sub-Contractors of the Provider shall vest in the Contracting Body on creation:

a) in the course of performing the Services; or

b) exclusively for the purpose of performing the Services,

F8.2 The Provider shall indemnify the Contracting Body against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Contracting Body's acts or omissions.

SECTION G – LIABILITY AND INSURANCE

G1 LIABILITY

G1.1 Notwithstanding any other provision of this Contract neither party limits or excludes its liability for:

a) fraud or fraudulent misrepresentation;

b) death or personal injury caused by its negligence;

c) breach of any obligation as to title implied by statute; or

d) any other act or omission, liability for which may not be limited under any applicable Law.

G1.2 Subject to clause G1.1, the Provider shall indemnify and keep indemnified the Contracting Body against all claims, proceedings, actions, damages, legal costs, expenses, consequential loss or damage and any other liabilities whatsoever arising out of, in respect of or in connection with this Contract including but not limited to loss or damage to property, financial loss arising from any advice given or omitted to be given by the Provider, or any other loss which is caused directly or indirectly by any act or omission of the Provider limited to such liability as is covered by the Required Insurances.

G1.3 This clause G1 shall not apply if the Provider is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default or by any circumstances within its control.

G2 INSURANCE

G2.1 The Provider shall effect and maintain with an insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider.

G2.2 The Provider shall hold public liability Insurance cover for an amount of not less that £10 (ten) million in respect of any one incident.

G2.3 The Provider shall hold professional indemnity insurance cover for an amount of not less than £5 (five) million for any one occurrence arising out of each and every event.

G2.4 The Provider shall hold employer's liability insurance cover for an amount of not less than £10 (ten) million in respect of any one incident.

G2.5 The Provider shall hold medical indemnity insurance cover for an amount of not less than £5 (five) million in respect of any one incident.

G2.6 The Provider shall supply to the Contracting Body forthwith and upon each renewal date of any relevant policy referred to in clause G2.1 to G2.5 a certificate from its insurers or brokers demonstrating that appropriate cover is in place.

G2.7 The Provider shall hold adequate insurance for all vehicles used by the Provider and ensure that any Staff using their motor vehicles to carry Service Users and/or Carers have valid business insurance on their motor vehicles and shall produce a copy of each certificate to the Authorised Officer if requested to do so provided that if the Contracting Body requests this information more often than once a year the Contracting Body shall meet the Provider's reasonable cost of production.

G2.8 If the Provider fails to take out and maintain the insurances required by this Contract the Contracting Body may itself insure against any risk in respect of which the failure shall have occurred and a sum or sums equivalent to the amount paid or payable by the Contracting Body in respect of premiums therefore may be deducted by the Contracting Body from any monies due or to become due to the Provider under this Contract or such amount may be recoverable by the Contracting Body from the Provider as a debt.

G2.9 The Provider is responsible for ensuring that all Sub-Contractors have the Required Insurance appropriate for the service they carry out.

G2.10 The onus is on the Provider to ensure it has adequate insurances at all times to cover the requirements of its business. This includes coverage for any Sub-Contractor activities if the Sub-Contractor fails to hold such insurance.

G2.11 The terms of any insurance or the amount of cover shall not relieve the Provider of any liabilities under the Contract.

G2.12 The Provider shall hold and maintain the Required Insurances for a minimum of twelve years following the expiration or earlier termination of the Contract.

G3 WARRANTIES AND REPRESENTATIONS

G3.1 The Provider warrants and represents that:

G3.1.1 the Provider has the full capacity and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform this Contract and that this Contract is executed by a duly authorised representative of the Provider;

G3.1.2 the Provider shall discharge its obligation hereunder with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this Condition) in accordance with its own established internal procedures;

G3.1.3 the Provider is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect to its business, assets or financial condition or its ability to observe or perform its obligations under this Contract.

SECTION H – DISPUTE, DISRUPTION AND TERMINATION

H1 TERMINATION

H1.1 Subject to the provisions of clause B11 the Contracting Body may terminate the Contract by Notice with immediate effect if:

H1.2.1 the Provider ceases or threatens to cease to carry on the whole or a substantial part of its business or disposes of the whole or a substantial part of its assets that in the reasonable opinion of the Contracting Body would adversely affect the delivery of the Services; or

H1.2.2 the Provider undergoes a Change of Control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Contract; or

H1.2.3 the Provider is an individual or a firm and a petition is presented for the Provider's bankruptcy, or a criminal bankruptcy order is made against the Provider or any partner in the firm, or the Provider or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Provider's or firm's affairs; or

H1.2.4 the Provider is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or

H1.2.5 where the Provider is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

H1.2.6 if the Provider, being an individual, shall die or be adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983; or

H1.2.7 any similar event occurs under the law of any other jurisdiction within the United Kingdom;

H1.2 If the Contract is terminated in accordance with H1.1 the Contracting Body shall not be liable to make any payments to the Provider until any Losses arising from the termination have been calculated and it is apparent that a sum is due to the Provider.

H2 TERMINATION FOR CAUSE

H2.1 The Contracting Body may terminate the Contract, or terminate the provision of any part of the Contract by Notice to the Provider with immediate effect or as soon as practicable if the Provider commits a Default and if:

H2.1.1 the Provider has not remedied the Default (under a Remedial Action Plan, clauses C15.10-C15.14 to apply) to the satisfaction of the Contracting Body within the timeframe specified by the Contracting Body, after issue of a Notice specifying the Default and requesting it to be remedied; or

H2.1.2 the Default is not capable of remedy; or

H2.1.3 the Default is a Material Breach, provided that if the breach is capable of remedy, the Contracting Body may only terminate this Contract under this clause if the Provider has failed to remedy such Material Breach within 28 days of receipt of Notice from the Contracting Body to do so;

H2.1.3 a Catastrophic Failure occurs;

H2.2.3 the Provider is in persistent or repetitive breach of the Service Outcomes;

H2.2.4 the Provider is in persistent breach of its obligations under this Contract;

H2.2.5 the Provider:

a) fails to obtain any Necessary Consent;

b) loses any Necessary Consent; or

c) has any Necessary Consent varied or restricted

the effect of which might reasonably be considered by the Contracting Body to have a material adverse effect on the provision of the Services;

H2.2.6 the Provider has committed a Prohibited Act

H2.2.7 any of the Provider's necessary registrations are cancelled by the CQC or other Regulatory Body as applicable; or

H2.2.8 the Provider materially breaches its DPA obligations.

H3 CONSEQUENCES OF TERMINATION

H3.1 If the Contracting Body terminates this Contract or terminates the provision of any part of this Contract, the Contracting Body shall:

H3.1.1 be entitled to employ and pay a Replacement Provider to provide and complete the provision of the Services or any part thereof; and

H3.1.2 be entitled to recover from the Provider the costs incurred of making those other arrangements including any additional expenditure incurred by the Contracting Body; and

H3.1.3 be entitled to deduct from any sum or sums which would have been due from the Contracting Body to the Provider under this Contract or recover any sum or sums as a debt.

H3.2 Where this Contract is terminated, no further payments shall be payable by the Contracting Body to the Provider until the Contracting Body has established the final cost of making alternative arrangements and until any Losses arising from the termination have been calculated and it is apparent that a sum is due to the Provider.

H3.3 Expiry or termination of this Contract, or termination of any Service, will not affect any rights or liabilities of the Parties that have accrued before the date of that expiry or termination or which later accrue.

H3.4 On the expiry or termination of this Contract or termination of any Service the Provider must co-operate fully with the Contracting Body to migrate the Services in an orderly manner to the Replacement Provider.

H3.5 In the event of termination or expiry of this Contract, the Provider must cease to use the Contracting Body's Confidential Information and on the earlier of the receipt of the Contracting Body's written instructions or 12 months after the date of expiry or termination, return all copies of the Confidential Information to the Contracting Body.

H3.6 If, as a result of termination of this Contract or of any Service under Clause H2, the Authority procures any terminated Service from a Replacement Provider, and the cost of doing so (to the extent reasonable) exceeds the amount that would have been payable to the Provider for providing the same Service, then the Contracting Body, acting reasonably, will be entitled to recover from the Provider (in addition to any other sums payable by the Provider to the Contracting Body in respect of that termination) the excess cost and all reasonable related professional and administration costs it incurs (in each case) for a period of 6 months following termination.

H4 HANDOVER

H4.1 The Provider shall not charge the Contracting Body or any Replacement Provider for any expenditure incurred howsoever in carrying out the handover arrangements as set out in this clause H4.

H4.2 On the expiry of the Term or if this Contract is terminated in whole or in part for any reason the provisions of the Exit Management Plan shall come into effect and the Provider shall co-operate fully with the Contracting Body to ensure an orderly migration of the Services to the Contracting Body or, at the Contracting Body's request, a Replacement Provider.

H4.3 On termination of this Contract and on satisfactory completion of the Exit Management Plan (or where reasonably so required by the Contracting Body before such completion) the Provider shall procure that all data and other material belonging to the Contracting Body (and all media of any nature containing information and data belonging to the Contracting Body or relating to the Services,

including the Service Users), shall be delivered to the Contracting Body forthwith and the Provider Representative shall certify full compliance with this clause.

H4.4 The Provider shall use all reasonable endeavours to transfer all data in accordance with industry standard format (or any format reasonably specified by the Contracting Body or a Replacement Provider) relating to the Services including without limitation requests for Services to be undertaken which have not been completed.

H4.5 At any time upon reasonable notice from the Authorised Officer or (where the request is occasioned by the termination of the Contract) forthwith and in any event upon the day which shall be not less than six (6) months before the end of the Term or within four (4) weeks of early termination of the Contract the Provider shall comply with and supply to the Contracting Body within a reasonable time following the request full, complete and accurate information as to the numbers, identity, functions and terms and conditions of employment of all Staff then currently engaged in the provision of the Service (whether or not employed by the Provider) and any other employee liability information ('Employee Information') and shall warrant the accuracy of such information and shall forthwith notify the Contracting Body of any change in such information. The Contracting Body shall not be liable to make any further payments to the Provider until the Employee Information has been provided by the Provider to the satisfaction of the Contracting Body.

H4.6 The Provider shall permit the Contracting Body to use the information provided pursuant to Clause H4.5 for informing any tenderer or Replacement Provider for the Service or any part thereof and shall enable and assist the Contracting Body and such other persons as the Contracting Body may determine to communicate with and meet the Staff and their trade unions or other employee representatives or staff associations as when and where the Contracting Body may determine.

H4.7 The Provider undertakes to effect no changes in the numbers, identity, functions and terms and conditions of employment of Staff employed by the Provider in connection with the performance of the Contract during the last 6 months of the Term without the Council's consent. Such consent not to be unreasonably withheld or delayed.

H4.8 At the end of the Term (howsoever arising) and/or after the Term the Provider shall co-operate free of charge with the Contracting Body and any Replacement Provider appointed by the Contracting Body to continue or take over the performance of the Contract in order to ensure an effective handover of all work then in progress.

H4.9 The provisions of this Clause H4 shall survive the continuance of the Contract indefinitely after its termination.

H4.10 The Contracting Body reserves the right to withhold the final payment to the Provider if it deems that the Handover process and implementation of the Replacement Provider was unsatisfactory as a result of the Providers actions or inaction.

H5 DISRUPTION

H5.1 The Provider shall give the maximum possible advance warning of prospective industrial action by the Staff or other industrial disputes likely to affect the performance of this Contract adversely.

H5.2 In the event that:

H5.2.1 industrial action is taken by any Staff such as that the provision of the Services are, in the opinion of the Contracting Body, materially disrupted; or

H5.2.2 action is taken by the Provider so as to prevent its Staff from providing the Services the Contracting Body reserves the right to make alternative arrangements for the provision of the Services and to charge the Provider for any difference in resultant cost or terminate this Contract by one month's Notice to the Provider.

H6 DISPUTE

H6.1 If there is a dispute between either Party concerning the interpretation or operation of this Contract then either Party may notify the other that it wishes the dispute to be referred to a meeting of the Authorised Officer and the Provider Representative to resolve, negotiating on the basis of good faith.

H6.2 If after 20 Business Days (or such longer period as both of the Parties may agree) of the date of the Notice referred to in clause H6.1 the dispute has not been resolved then either party may notify the other that it wishes the dispute to be referred to a meeting of a Senior Officer of the Contracting Body (or a person appointed by her to act on her behalf) and a senior officer of the Provider, to resolve, negotiating on the basis of good faith.

H6.3 If after 20 Business Days (or such longer period as both Parties may agree) of the date of the Notice referred to in clause H6.2 the dispute has not been resolved then either Party may notify the other that it wishes to attempt to settle the dispute by mediation, in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure 2001 (the 'Model Procedure') or such later edition as may be in force from time to time.

H6.4 If both Parties to this Contract do not agree on the identity of the mediator then either one of the Parties may request CEDR to appoint one.

H6.5 The procedure in Clause H6.3 will be amended to take account of:

H6.5.1 any relevant provisions in this Contract; or

H6.5.2 any other agreement, which both Parties may enter into in relation to the conduct of the mediation ("Mediation Agreement").

H6.6 Both of the Parties shall:

H6.6.1 use their best endeavours to ensure that the mediation starts within 20 Business Days of the date on which the Notice referred to in clause H6.3 was served; and

H6.6.2 pay the mediator's fee in equal shares.

H6.7 Any agreement the Contracting Body reaches with the Provider as a result of mediation shall be binding on both of the Parties. However, if the dispute has not been settled by mediation within 10 Business Days of the commencement of mediation (being the date of the first meeting between the Parties and the mediator), then either Party may commence litigation proceedings (but not before then).

H6.8 Neither Party shall be precluded by clause H6.7 from taking such steps in relation to court proceedings or otherwise as the Contracting Body or the Provider (as the case may be) may deem necessary or desirable to protect their respective positions. This shall include:

H6.8.1 issuing or otherwise pursuing proceedings to prevent limitation periods from expiring; or

H6.8.2 applying for interim relief; and

H6.8.3 issuing or otherwise pursuing proceedings that are necessary to protect their employees, or their agents, or Service Users.

H6.9 The use of the dispute resolution procedures set out in this clause H6 shall not delay or take precedence over the provisions for termination set out in clause H1.

H6.10 If, with the assistance of the mediator, the Parties reach a settlement, such settlement shall be in writing and, once signed by the Authorised Officer and Provider Representative, shall remain binding on the Parties.

H6.11 The Parties shall bear their own legal costs but the costs and expenses of mediation shall be borne by the Parties equally.

H7 LAW AND JURISDICTION

H7.1 Subject to clause H6, the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Contract and the legal relationship established by this Contract.

H8 CHANGE OF LAW

H8.1 The Provider shall take all steps reasonably necessary to ensure that the Services are performed in accordance with the Contract following any change in Law.

H8.2 The Provider shall comply with any General Change in Law at the Provider's sole risk and cost.

H8.3 As soon as practicable after any notification in accordance with this clause the Parties shall discuss and agree the matters referred to in the change in Law and any ways in which the Provider can mitigate the effect of the change in Law, including:

H8.3.1 providing evidence that the Provider has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;

H8.3.2 demonstrating that any expenditure that has been avoided has been taken into account in amending the Contract Price.

H8.4 Any increase in the Contract Price or relief from the Provider's obligations agreed by the Parties pursuant to this clause H8 shall be implemented in accordance with clause B3.

H9 SUSPENSION

H9.1 The Contracting Body may suspend this Contract or any part of it by Notice if any of the following occur:

H9.1.1 the Contracting Body becomes aware that prosecution or enforcement proceedings or criminal investigations have been instituted against the Provider; or

H9.1.2 the Contracting Body is of the reasonable opinion that the safety or welfare of Service Users is at risk due to the acts or omissions of the Provider; or

H9.1.3 the Contracting Body wishes to confirm by internal or external investigation their reasonable suspicion that the Provider has defrauded the Contracting Body in the performance of its obligations under this Contract; or

H9.1.4 the Provider is in breach of any of its obligations under this Contract; or

H9.1.5 the Provider does not meet the standards required as determined by the CQC (or its successor).

H9.2 A notice served by the Contracting Body shall specify the terms of the suspension which shall include without limitation:

H9.2.1 the period of suspension (which for the avoidance of doubt may be determined by a specified event rather than on a given date);

H9.2.2 any information and other assistance that the Provider is required to provide to the Contracting Body; and

H9.2.3 the Services (if any) that the Provider shall be required to provide during the period of suspension.

H9.3 Upon service of the Notice of suspension by the Contracting Body in accordance with Clause **H9.1:**

H9.3.1 the Provider shall comply in full with the terms of the Notice; and

H9.3.2 the Contracting Body may cease to purchase Services in accordance with the terms of this Contract.

H10 COUNTERPARTS

H10.1 This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Contract, but all the counterparts shall together constitute the same Contract.

The Common Seal of

THE NOTTINGHAMSHIRE COUNTY COUNCIL

was affixed in the presence of:

For and on behalf of the

Provider

Signature . . . . . Name . . . . . .

Position. . . . . Date . . . . . .

Schedule A: Service Specification

Service	**Adult Substance Misuse Recovery Services**
Period	**1st October 2014 – 30th September 2018 (4+1+1)**
Date of Review	**Monthly**

1. Population Needs

1.1 Introduction

This document provides a specification for the delivery of outcome focussed, high quality and person centred substance misuse recovery services for adults across the County of Nottinghamshire.

For the purpose of this specification the term "substance misuse" is used to refer to alcohol and/or drug use. Drug use is not confined to illegal drugs, such as heroin and cocaine, but to the misuse of other drugs including prescription only drugs (such as benzodiazepines and opioid based painkillers), those sold over the counter (preparations containing codeine) and any substance with stimulant, image enhancing or mood-altering properties whose sale or use is not banned by current legislation regarding the misuse of drugs, for example anabolic steroids and injectable tans.

The specification has a clear focus on recovery outcomes for all Service Users rather than a detailed description of the mechanisms for service provision - it seeks to empower the Provider to use the best evidence of what works, to innovate and develop Staff and Services to deliver Outcomes that are meaningful for Service users, families and communities. In addition, patterns of substance misuse change over time and it is expected that the Service will be sensitive to the evolving nature of substance misuse and develop effective, timely responses based on evidenced need.

The Parties recognise the spirit and intent underlying the Contract and that the process is essentially an on-going and dynamic one. There will be numerous challenges to address through the delivery of this specification, some are known and some will emerge. Both the Contracting Body and the Provider will be committed to working together to continually improve the Service (Supplier Relationship Management (SRM).

1.2 Strategic context

Substance misuse has been identified as a key strategic priority in Nottinghamshire:

- Nottinghamshire Health and Wellbeing Strategy https://www.nottinghamshire.gov.uk/caring/yourhealth/developing-health-services/health-and-wellbeing-board/strategy/
- Refreshed Nottinghamshire Police and Crime Plan 2014-2018

http://www.nottinghamshire.pcc.police.uk/Document-Library/Public-Information/Police-and-Crime-Plan/Refreshed-Plan/Draft-Refreshed-Police-and-Crime-Plan-2014.pdf

- Nottinghamshire Substance Misuse Strategy

The national drive for a recovery focussed system was the 2010 Drug Strategy[i], in response to this Nottinghamshire commenced a re-design process of its current substance misuse treatment and recovery services. This redesign however only touched part of the current treatment system, and whilst some excellent progress has been made in promoting and actively raising the profile of the concept of recovery, it highlighted areas where further work was required.

Nottinghamshire has adopted the UK Drug Policy Commission (2008)[ii] definition of recovery, where recovery is defined as "*voluntary sustained control over substance use which maximises health and well-being and participation in the rights, roles and responsibilities of society".*

A Countywide consultation with service users (current and ex), family members and significant others, current providers and key stakeholders was undertaken to define what Nottinghamshire's approach to substance misuse recovery service provision should look like.

This service specification aims to reflect the passion and energy expressed by those contributing and fully embraces an "asset based approach"; one which values the capacity, skills, knowledge, connections and potential in individuals, families and communities.

Nottinghamshire County Council recognises that in order for Service Users to aspire to and achieve sustained recovery it will take time. The implementation of this recovery system will require a shift in the understanding of where recovery happens (from the clinic to the community), who makes it happen (individuals in recovery, peers and families – in partnership with professionals whose role will be significantly less central) and over what period of time (with an emphasis on much longer periods of holistic continuing support in peer-based community settings beyond the formal traditional "treatment" setting). This shift in understanding needs to be applied across the whole system, not just certain components of it.

1.3 Local context

Nottinghamshire is a diverse County, with seven districts. The impact of substance misuse is felt within all districts with some significant variation. The North of the county bears the brunt of the impact, with more opiate users currently in treatment in the districts of Ashfield, Bassetlaw, Mansfield, Newark and Sherwood, than in the districts in the South (Broxtowe, Gedling and Rushcliffe). Joint Strategic Needs Assessment (JSNA) http://www.nottinghamshire.gov.uk/thecouncil/plans/strategydevelopment/joint-strategic-needs-assessment/

The North of the County also experiences higher rates of alcohol specific hospital admissions for under 18's, males and females. http://www.lape.org.uk/index.html and

http://www.nottinghamshire.gov.uk/caring/childrenstrust/latest-news/?blogpost=1821

1.3.1 Substance Misuse Profile

The latest data from the National Drug Treatment Monitoring System (NDTMS) indicates that in Nottinghamshire (Over 18's) within the 'structured' treatment system, there are:

- 2416 Opiate and/or Crack Cocaine (OCU's)[iii]
- 260 Non-OCU's
- 1781 Alcohol (primary substance)
- Around 25% of those currently in treatment are also in the criminal justice system
- 29% of opiate users have been in treatment for more than 6 years, 37% for under 2 years
- 84% of non-opiate users have been in treatment for less than 2 years
- 60% of alcohol users are in treatment for less than 6 months, 22% for over a year.

- 170 Drug Rehabilitation Requirements made in 2012/13

In addition, and not recorded on NDTMS (Over 18's):

- 2972 contacts with treatment services
- 12,615 contacts within community pharmacies for supervised consumption
- 34,988 contacts with Community Pharmacy Needle and Syringe Programmes
- 10,013 contacts with Specialist Needle and Syringe Programmes

Hepatitis C

Hepatitis C is most strongly associated with injecting drug users and often marginalised groups in society including minority ethnic populations. Around 160,000 individuals are thought to be infected with hepatitis C in England. It is estimated that in Nottinghamshire by 2015 there will be 2,259 individuals infected with Hepatitis C. In England laboratory reported infection rate was reported as 20 per 100,000 for 2012 . All regions in England have shown a steady rise in case detection. Within Nottinghamshire in 2012 new infections were reported at a rate of 17 per 100,000 (suggesting around 110 new infections).

Hepatitis B

Hepatitis B is primarily associated with migrant populations but those who have ever injected drugs will be at increased risk. Around 180,000 individuals are thought to be infected with Hepatitis B in England (less than 0.4% of the population). This places the estimate for Nottinghamshire at around 2,000. It is estimated that the annual incidence of Hepatitis B in England and Wales is around 7.4 per 100,000. Within Nottinghamshire, laboratory reported Hepatitis B infection rates have been reported as 6 per 100,000 in 2012 (suggesting around 40 new cases per year).

1.4 Evidence

The United Kingdom's 2010 drug strategy that was the first UK strategy to integrate a vision for drug and alcohol services focussing on recovery. One of its two strategic aims was to increase the numbers recovering from dependence, by building on the investment in drug and alcohol treatment and putting the goal of recovery at the centre.

A harm reduction approach dominated previous strategies, with specialist services delivering traditional medical models of addiction treatment. This served to improve drug related mortality and strengthening communities by reducing drug related crime.

In 2010 Dr John Strang led a review to re-examine substance misuse treatment methods and outcomes to ensure that the recovery focussed aims of the drug strategy could be realised. The key focus of this review was the use opiate substitute prescribing; where it was recognised that the benefits of "*substitute prescribing becoming an end in itself rather than the stepping stone from which they might progress towards further recovery"*. This review concluded that whilst there is a clear role for substitute prescribing it should take place within a setting where recovery is visible to people in treatment.

It acknowledged that treatment in isolation doesn't work, but working alongside peers and giving direct access or facilitated support to engage with others in visible recovery gives the individual a better chance of achieving abstinence and improved quality of life.

Responding to the evidence base on Recovery, Nottinghamshire aims to commission a system that measures improvements in an individual's 'Recovery Capital'.

It is the gradual accrual of these personal and social resources, supports and strengths (in the context of collective recovery capital) that will enable people to overcome their substance misuse. The impact of life events or experiences on an individual (whether a single event or an accumulation of events) and the individual's resulting behaviour will be determined by the resources and supports available to them at 3 recovery capital levels.

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/144114/acmd recovery.pdf

2. Key Service Outcomes

2.0 Aim

To reduce illicit and other harmful substance misuse and increase the numbers recovering from dependence

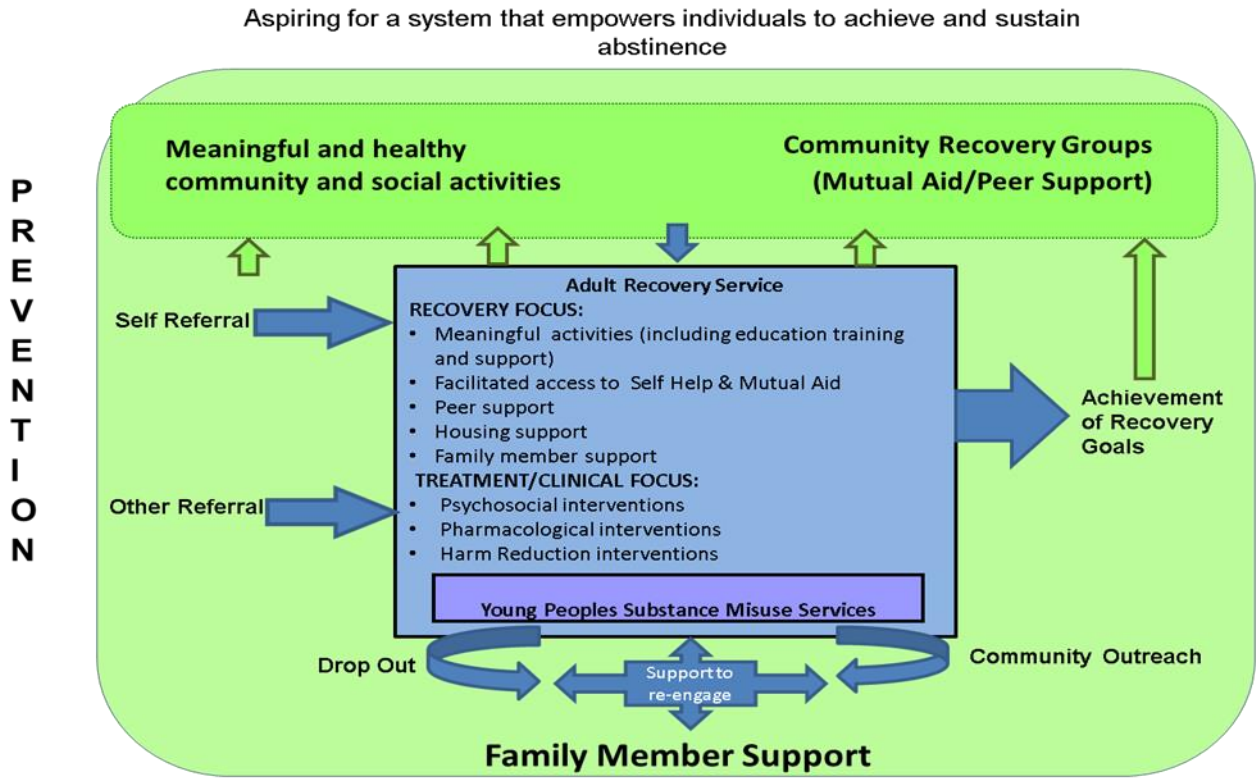
2.1 Objectives

This will be achieved by:

- Improving and increasing access and engagement into the system for those needing support for their substance misuse.
- Developing an asset based approach, which values the capacity, skills, knowledge, connections and potential in individuals, families and communities.
- Co-ordinating and delivering a personalised recovery package of care for all people entering the system and ensure continuity of care on entry, during and on leaving
- Supporting and promoting the use of peer recovery networks across all stages of system delivery and beyond.
- Working together with partners including offender management partners, Community Rehabilitation Companies, National Probation Service and other criminal justice agencies

This is captured in the model below. The concept that recovery is not just a process of shedding symptoms but is a process of growth and wellbeing: focussing on the potential not the pathology. Treatment alone does not make recovery, but it can be a critical component in someone's recovery journey.

Figure 1. Nottinghamshire County Adult Recovery System



2.2 Outcomes

The UK Drug Policy Commission (2008) defines recovery, as "voluntary sustained control over substance use which maximises health and well-being and participation in the rights, roles and responsibilities of society". It is an individually experienced journey.

Opinions about recovery are wide-ranging, and cannot be uniformly characterised. This multiplicity of perspectives in itself has a lesson – no one approach works for, or 'fits', everyone. There is no right way for a person to recover, and we accept it is not a linear process. Hence, there is a need for caution about the universal applicability of any measure of recovery, however accepting this position Nottinghamshire wishes to work with the Provider to capture the personal recovery progress made by each service user and for the recovery system to demonstrate the contribution it has made.

The following lists the outcomes expected from the recovery system.

1. An improvement in mental health and wellbeing from entry and at 12 months
2. Reduce substance misuse harm and related deaths
3. Increase engagement in education, employment and training from entry and at 12 months
4. An improvement in sustaining suitable accommodation from entry and at 12 months
5. Improvement in positive social networks from entry and at 12 months
6. Reduction in reoffending in the offender cohort with no more than 25% reoffending per month within cohort
7. An improvement in Drug Rehabilitation Requirement successful completion rate in comparison with previous year's data

In turn the above outcomes will contribute towards achieving the **community level**

outcomes within Nottinghamshire County Councils Strategic Plan (currently out for consultation)

http://www.nottinghamshire.gov.uk/thecouncil/plans/councilplansandpolicies/strategicplan/

In addition, all of the above service level outcomes will lead to a positive impact on the following national **Public Health outcomes**:

- Successful completion of drug treatment - opiate and non-opiate (2.15)
- People entering prison with substance dependence issues who are previously not known to community treatment (2.16)
- Alcohol-related admissions to hospital (2.18)
- Emergency re-admissions within 30 days of discharge from hospital (4.11)

These are reflected in the Nottinghamshire Substance Misuse Strategy 2010-15 outcomes of:

- An increase in the number of successful completions of drug treatment.
- A reduction in alcohol related admissions to hospital
- A reduction in alcohol related crime and disorder
- A reduction in the number of people entering prison with substance misuse issues who are previously not known to community treatment

And the Refreshed Nottinghamshire Police and Crime Plan 2014-2018 priorities of:

- Protect, support and respond to victims, witnesses and vulnerable people
- Improve the efficiency, accessibility and effectiveness of the criminal justice process
- Focus on priority crime types and those local areas that are most affected by crime and antisocial behaviour
- Reduce the impact of drugs and alcohol on levels of crime and antisocial behaviour
- Reduce the threat from organised crime
- Prevention, early intervention and reduction in reoffending
- Spending your money wisely

3. Scope

3.0 Scope of the service model

The service model as described in this specification differs to the current configuration. The following does not provide a description of the service model to be commissioned but represents those contracts and areas of service which are or are not being considered in relation to this service model.

In scope

The current contracts which are in scope for this service model are:

- Community based drug and alcohol services (adults and young people).
- Residential Rehabilitation service placements

- Hospital Liaison Services
- Inpatient detoxification services
- Blood borne virus testing and vaccination
- Specialist Needle Programmes
- Contracts for GPs with Specialist Interest in substance
- Community pharmacy substance misuse services (needle and syringe programmes and supervised consumption services)
- Substance misuse prescribing costs
- Supported accommodation services for substance misusers
- The training and development of the wider workforce to raise drug and alcohol awareness and deliver drug and alcohol interventions
- Criminal justice substance misuse services including Court ordered Drug Rehabilitation Requirements.

Out of scope:

- Support for family member carers in their own right (assessment and support to be provided by Nottinghamshire County Council carers support contracts.)
- High Volume Service Users (other than where this service provides part of their package of care)
- Substance Misuse Midwifery services
- Dual diagnosis services
- Prison based substance misuse services

3.1 Service Principles

- To adopt an abstinence-based approach incorporating the principles of harm reduction
- To proactively engage (and re-engage) individuals helping them to find their way to services that may help them (including, but not exclusively clinical intervention and treatment services)
- To play a significant role in bringing together people who are at different stages of their recovery journey and make recovery visible
- To offer a personalised plan that optimises and builds the recovery capital of the individual and is inclusive of family/significant other(s) involvement where appropriate
- To develop a wide range of partnerships, recognising that more than one agency will need to contribute to the wider recovery of each individual, specifically focussing on

the mobilisation of community assets

- To provide prevention and early intervention reducing the need for Social Care and Health Services

- To ensure that services genuinely respond to local needs and will create a sense of empowerment, ownership and trust, by including key and integral roles for service users and those affected by another's substance misuse.

- To ensure service users and those affected by another's substance misuse have significant and real responsibility for ongoing involvement, the direction of service design and development and the monitoring and evaluating of the quality of services delivered.

- To provide services that are culturally competent and embrace and address broader equality and diversity issues, with a full understanding of:

    - Identified and emerging local need and trends
    - The barriers and challenges faced by some communities in accessing services
    - How to effectively engage and provide effective services to a range of service users from across diverse groups and communities

How to support diverse groups and communities into other relevant agencies and other support within the wider community

3.2 Service description/pathway

This specification is not intended to provide a detailed description of the service to be delivered; rather it is a description of the outcomes to be achieved. Specific requirements and characteristics are specified where appropriate.

The focus of this specification is on achieving the outcomes listed in Section 2.2. The aspects below are required as part of the model to deliver these outcomes. This is not an exhaustive description of the service.

3.3 Engagement

The recovery system will be responsive to the individual's needs. It will encourage and enable access to other support services and interventions as appropriate. The system will build upon the service users motivation to want to change, and as such will need to be available at the right time and the right place to respond quickly to requests for help and support. Engagement will need to take place in a wide range of services which can include: primary and secondary care, workplace settings and community groups.

The Provider will be expected to work in consultation with partners, key stakeholders, service users, families and friends to actively seek ways to increase access to services, particularly for priority groups and groups which may appear under-represented in the service. This will include developing relationships with Offender Management Providers to ensure the seamless transfer of care into community provision on the completion of substance misuse related court orders as well as HMP Nottingham and HMP Peterborough when prisoners are released.

3.4 Access

The service model will function as an integrated system. Service Users will therefore experience one system and there will be no transitions between Providers. The Provider is required to deliver equity of service in terms of accessibility, quality and outcomes

The Provider will be expected to provide a balance of provision for drug and alcohol users on evidence of need but also focusing on those with highest risk to themselves, risk to other or risk to the wider community.

The Provider will deliver relevant and accessible services across the district seven days a week. It is expected that at least one site during this period will be available from 8am-8pm

The service will operate 52 weeks of the year. Services should be made available at times and places where there is demand. This may need to be flexible as the local needs/demands change. Delivery in geographic areas and setting will also take into account the wider delivery systems of key partner agencies and services. The Provider will be required to work closely with the Contracting Body to develop services that are tailored to the local population.

3.5 Harm Reduction information and advice

Every contact should be viewed as an opportunity to review harm reduction risks and interventions. At the point of initial contact the system will deliver an open access harm reduction focused service, which also provides additional support to those most at risk and targeted support for those that are either not engaging, have dropped out or who are unable to meet the conditions of recovery focused treatment.

The principles of harm reduction are consistent with the recovery focused treatment system. The Provider will deliver interventions to reduce the risk of harm. This will include but not be limited to:

- Advice and support on safer injecting, on reducing frequency of injecting and on reducing initiation of others into injecting;
- Advice and information to prevent the transmission of BBVs and other drug and alcohol related infections;
- Advice and support on preventing risk of overdose and drugs and alcohol related deaths.

3.5.1 Needle and Syringe Programmes

The Provider shall deliver needle, syringe and harm minimisation services in line with NICE Guidelines in appropriate settings and at appropriate times and manage all activity in relation to providing the service.

The co-ordination of the needle exchange services including the procurement and funding of sterile injecting equipment and paraphernalia is included in this specification.

Storage and safe disposal of all stock/equipment for the needle exchange, and other support as well as promoting safer injecting practices including safe disposal of equipment is a requirement of the Provider. Return rates should be monitored.

Needle and syringe exchange will need to be delivered in appropriate locations to ensure the population that requires it is properly targeted.

3.5.2 Blood Borne Virus Interventions

Blood-borne viruses can cause chronic poor health and can lead to serious disease and premature death. Rates of infection with blood-borne viruses are high among people with drug use disorders, specifically those who inject drugs. Testing for hepatitis B/C is not exclusively about making an offer to current injecting drug users.

The past history of a Service User, other personal risk factors and country of origin (especially in respect of hepatitis B) need to be taken into consideration. Service Users who continue to put themselves at risk should be retested at periodic intervals. Vaccination can protect against hepatitis B and carrying out testing to diagnose infection with blood-borne viruses is the first step in preventing transmission and accessing treatment.

Staff must have the knowledge and skills to manage a hepatitis B and C testing service in line with NICE public health guidance 43 and ensure an on-go education programme for clinical and non-clinical Staff to support this comprehensive approach.

The Provider will deliver interventions that specifically aim to prevent diseases due to blood borne viruses (BBV), infections and other drug related harm, and also:-

Provide advice, information and counselling, as appropriate, for viral hepatitis and HIV testing (pre and post-test)

Test for blood borne viruses including Hepatitis B and Hepatitis C and HIV screening

To deliver Hepatitis B vaccinations and BBV screening

To provide referrals for Service Users to access treatment for hepatitis B, C and HIV infection

The Provider will develop clear and effective integrated pathways with Primary and Secondary Care to support them in the delivery of blood borne virus testing and vaccination, improving health and reducing the potential harm caused by injecting behaviour. The Service will ensure coverage across the whole commissioned system. Interventions will be targeted at specific groups according to need

Where Service Users are unwilling to access services, they should be encouraged to adopt healthier lifestyles that reduce the likelihood of harm to themselves and transmission to others.

The co-ordination and management of BBV interventions, including the procurement and funding of testing equipment, including laboratory costs are included in this specification.

The Provider will contribute to the annual Public Health England Health Protection Agency Injecting Drug User Survey (UAM PWID)

3.5.3 Overdose prevention awareness and management

The Provider will develop clear and effective integrated pathways with Primary, Secondary Care and wider community to support them in the delivery of managing the risk of overdose and reducing the deaths within the injecting population.

The Provider will develop and implement plans to reduce substance misuse related deaths following recommendations from confidential enquiry groups or similar mechanisms. The Provider will share with the Contracting Body information regarding Service User deaths and serious critical incidents.

3.5.4 Early intervention

The Provider is expected to develop and deliver individual-level interventions aimed at changing health-damaging behaviours, in line with NICE Guidance. It includes a range of approaches, from single interventions delivered as the opportunity arises to planned, high-intensity interventions that may take place over a number of sessions.

This may mean also addressing identified needs which may not be specific to the presenting substance misuse issues, but are linked to health problems and chronic diseases (such as cardiovascular disease, type 2 diabetes and cancer). These behaviours include: smoking, poor eating patterns, lack of physical activity, unsafe sexual behaviour. This means interventions that help people change have considerable potential for improving health and wellbeing.

The Provider is expected to provide a range of brief, extended brief and high intensity interventions to meet identified needs including :

Advice and information,

Motivational interviewing

Relapse prevention,

Brief Interventions

Provide initial triage assessment of need and risk in a variety of settings and timings to meet the diverse needs of people with substance misuse issues within Nottinghamshire, without the need for appointment where possible but this should not constitute a barrier to service utilisation. This may mean working with primary and secondary care, as well as other key stakeholders.

This will include interventions appropriate for those who use performance and image enhancing drugs.

3.5.5 Domestic violence

The Provider will develop effective integrated pathways with Primary, Secondary Care and providers of domestic violence services to support them the identification and response to Service Users both experiencing and the perpetrators of domestic violence.

3.5.6 Think Family

Think Family will be fully embedded within all service delivery in line with clear and agreed effective local protocols. The Provider will adopt and follow the Nottinghamshire Safeguarding Children's Board policies, procedures and guidance throughout all of its work. All interventions will be delivered in accordance with the statutory guidance "Working Together to Safeguard Children 2010" – where a child is suffering or is likely to suffer significant harm, professionals must act promptly to ensure the child is safe, including where necessary taking court action. Where Service Users have parental roles or responsibilities, the focus will be on building parenting capacity.

The Provider will also adopt and follow the Nottinghamshire Safeguarding Vulnerable Adults Board policies, procedures and guidance throughout all of its work and be informed by The Department of Health's 'No Secrets' Guidance.

The Provider will demonstrate to commissioners a clear, robust and effective governance structure in relation to all safeguarding issues across the whole Recovery Pathway.

3.6 Care Coordination

A framework to deliver enhanced care co-ordination to those identified as requiring additional support is expected. Additional support to those most at risk, including younger people in the transition to adult services, care leavers, people in the criminal justice system and those needing support from mental health services. This additional support should be directed in a consistent way by a named care co-ordinator.

Enhanced care co-ordination should exist irrespective of the Service User currently accessing substance misuse clinical interventions or treatment. It is expected that those who are most vulnerable will enter and exit the system on more than one occasion.

A Provider should work jointly with mental health services to identify the most effective way of providing additional support to those people requiring support from mental health services. This does not mean replicating the work of mental health services.

Care co-ordinators will be based at a range of locations across the *district*. Once allocated, service users shall be advised of the name and contact details of their care co-ordinator immediately.

If the allocated care co-ordinator is changed, all agencies involved in the delivery of care shall be informed in writing, including contact details of the new care co-ordinator.

The care coordinator will be responsible (as part of the care-planning and reviewing responsibilities) for the implementation and collation of Treatment Outcomes Profile (TOPs) returns and other outcome measures as requested by the Contracting Body.

3.7 Recovery provision

The Provider will deliver a recovery system that is geared towards delivering positive outcomes for all Service Users. Within this recovery provision there is a role for the delivery of treatment programmes, where the Service Users' needs have been assessed as requiring clinical interventions and treatment. These programmes will be appropriately phased and layered, dynamic and designed to assist recovery, with exit clearly visible to the individual.

The Provider will be using a common assessment approach to identify and respond to substance misuse in their clients which may identify the need for a clinical intervention and treatment. The Provider will have a publicly available policy which will enable Service Users and referrers to understand how referrals will be prioritised for interventions and treatment.

3.7.1 Psychosocial Interventions

It is expected that the Provider will provide evidence based interventions delivered in a variety of settings across Nottinghamshire, and that these interventions meet the varied needs of Service Users. A range of delivery methods shall be employed to suit specific users and user groups.

Where an appropriate mainstream service is available but it is assessed that the service user needs a specific substance misuse related intervention, pathways will be established to enable the Service User to be moved over to mainstream services as soon as possible.

3.7.2 Prescribing

The Provider will be responsible for all aspects of prescribing as part of the service model, and work in accordance with the Area Prescribing Committee (APC) guidance. The Provider will manage this element of the Service to ensure that those requiring prescribing receive it. The Contracting Body will not provide additional funding if a Provider over spends. Clinical assessment is mandatory prior to prescribing. This will build on and contribute to the comprehensive assessment undertaken by the Service Users care coordinator.

The Provider will provide specialist prescribing for stabilisation, reduction, withdrawal, detoxification and relapse prevention to clients with an assessed and established need across the following groups:

Opiate users

Dependant alcohol users

Dependant stimulant use, including symptomatic prescribing where appropriate alongside individual support;

New psychoactive substances (legal highs).

Prescribing should be delivered as part of a recovery orientated treatment service. The Provider will ensure that 'Medications in Recovery: Re-Orientating Drug Dependence Treatment' (2012) is fully implemented to ensure that for Service Users receiving opioid substitution therapy, it is always delivered in line with clinical guidance. This will be in order to optimise its effectiveness, enable Service Users to quit street drug-use and support recovery from addiction. This is in response to the Government's 2010 Drug Strategy which said too many people risked remaining on a substitute prescription, when it should be the first step on the road to recovery. The Provider will in the first instance:

Review all existing Service Users to ensure they are working to achieve abstinence from problem drugs

Ensure treatment programmes are dynamic and support recovery, with the exit visible to service users from the moment they walk through the door

Integrate treatment services with other recovery support, such as mutual aid groups, employment services and housing agencies.

All Service Users accessing prescribing interventions shall have a named care co-coordinator.

3.7.3 Substance Misuse Testing

The Provider shall fund, develop, manage and deliver all aspects of substance misuse testing for Service Users.

The Provider shall work jointly with other agencies to enable substance misuse testing to take place in locations suited to the Service User's recovery journey.

3.7.4 Community detoxification

The Provider will deliver a community detoxification service for substance misusers, providing appropriate clinical assessment and support to enable this to be delivered safely. Community detoxification will be delivered in line with NICE guidance for those who are opioid or alcohol dependent and wish to become abstinent. In most cases community based detoxification will normally be offered.

Exceptions to this are for those who will require in-patient detoxification or a combination of in-patient followed by community detox as set out below:

Not benefited from previous formal community detoxification;

Significant co-morbid physical or mental health requiring medical/nursing care;

Complex poly detoxification requirements eg alcohol or benzodiazepines;

Significant social issues which will limit efficacy.

It is expected that the percentage of clients on a reducing prescription or on detoxification will increase and it is expected that detoxification is carried out in the community in line with NICE guidance. Drug costs should then be reduced over the length of the contract.

Interventions should be delivered at a time and in a location that is most appropriate for those targeted, including evenings and weekend.

3.7.5 Residential rehabilitation and in-patient detoxification

The Provider may deliver or may contract sufficient in-patient detoxification capacity for drugs and alcohol. This should be delivered / contracted from an appropriate facility, which is CQC registered and with an appropriate level of clinical cover.

The Provider is required to provide assessment and care coordination for access to planned in-patient detoxification. Ensuring continuity of care for service users is particularly important with respect to unplanned discharges.

The care co-ordinator will still remain responsible for tracking the Service User's progress on their treatment journey whilst they are in residential rehabilitation including TOPs recording and other data collection and recording.

Residential rehabilitative treatment provides a safe environment, a daily structure, multiple interventions and can support recovery in some people with substance misuse problems who have not benefitted from other clinical interventions or recovery options. For people with substance misuse problems to make an informed choice about residential rehabilitative treatment, taking into account personal preferences, it is important they are aware of the NICE eligibility criteria (Clinical Guideline 51).

The Provider will offer access to residential rehabilitation. This will require additional assessment and care co-ordination. A residential rehabilitation pathway will be produced by the Provider which will be available to Service Users and other agencies.

A Provider will be responsible for all aspects of residential rehabilitation as part of the service model. A Provider will manage this element of the service to ensure that those requiring residential rehabilitation receive it. A Provider may deliver residential rehabilitation itself or may contract from an appropriately suitable and qualified Provider. In this case a Provider is expected to conduct all quality assurance checks and contract management.

3.7.6 Drug Rehabilitation Requirement Delivery

The Provider will deliver recovery focused substance misuse services through the structure of a court ordered Drug Rehabilitation Requirement using the Integrated Offender

Management model. This model is proven to be successful and the Provider will continue to work within this structure and develop models for co-location with offender management services across the county to support effective implementation of Integrated Offender Management working practices. Over the last three years an average of 202 DRRs have been made each year. The Provider is expected to work in partnership with Offender Management Providers in delivering Drug Rehabilitation Requirements.

The Provider will work within the legal framework and mandate of the criminal justice governance system. All interventions start from the premise of a criminal justice relationship established through the court and with the offender management Provider.

The Provider will clearly demonstrate a commitment to:

Reducing crime, reducing re-offending and preventing victimisation: through easy access to recovery interventions, working in partnership with criminal justice agencies and Offender Management Providers and supporting Service Users to not become involved with crime or anti-social behaviour and to help create a more stable and sustainable society.

Bring persistent and dependent substance using offenders into a closely supervised programme of recovery, in order to effectively break the links between their substance misuse and their offending

Provide timely and accurate assessments in police custody suites and court settings to support effective sentencing outcomes in partnership with Offender Management Providers, meeting the deadlines set by Offender Management Policy and Procedures

Support substance using offenders to meet their holistic recovery and reintegration needs through in-house Pathways Out Of Offending provision and/or the interventions delivered in the Recovery Pathway

Support substance using offenders in maintaining progress,

Ensure services for all Service Users including high-risk offenders are delivered in appropriate venues, in appropriate locations and meet service delivery standards

Maximise opportunities for developing effective multi-agency working through shared venues and co-location

Ensure there is a robust retention strategy in place to maintain and increase offender attendance and compliance

The Provider will deliver an integrated countywide model through the development of effective and consistent integrated approaches to service delivery which recognise and support the relationship with other criminal justice services and Providers.

The Nottinghamshire Probation Trust (the Trust) is the current established arm of the government that carries out responsibility to manage the supervision of offenders within the community, subject to statutory orders imposed by the courts or released from custody subject to statutory licences. The Trust is required to undertake formal assessments of risk of harm and re-offending and establish management plans with regard to those offenders.

The key focus of these plans is often in the delivery of interventions which impact upon the various pathways out of offending, accommodation, employment, education, attitudes and thinking, personal and family relationships, drug and alcohol misuse etc. In addition, the Trust is charged with supporting the victims of offences of serious harm and reducing re-offending through the punishment and rehabilitation of offenders. Under the Government's Transforming Rehabilitation agenda this service will move to a Community Rehabilitation Company in June 2014 and then to a private Provider from April 2015.

The Provider will clearly demonstrate how it will carry out the specific responsibility of implementing substance misuse services as part of a Drug Rehabilitation Requirement (DRR) at the request of the court and ensuring that appropriate treatment is provided to the group of offenders supervised by the Offender Management Provider through principles of Integrated Offender Management (IOM). The joint management of both the Offender Management and recovery arm of the rehabilitation requirement is seen as a particular strength and is acknowledged nationally as providing a model of excellence in ensuring a continuity of care and treatment that ensures a joined-up approach to work with the service user, their families and carers under the Think Family agenda and following best practice guidelines.

3.8 Primary and secondary care

The Provider will develop pathways with primary and secondary care health services to ensure that service users access services, support primary and secondary care in identifying and working with substance misusers and reduce substance misuse related hospital admissions.

3.8.1 Primary Care:

The Provider will work with and where possible, within primary health care settings to:

Develop clear and robust referral pathways supporting client access and engagement with the recovery system

Build strong joint working relationships with health care staff including, GPs, Dentists, Nursing Staff, Midwives and Health Visitors to support client care pathways, improved outcomes and recovery.

Build and maintain links with primary care teams, GPs and other health staff in order to optimise a joint approach to brief interventions and harm reduction in the community and to encourage referrals to the recovery system

Deliver support to primary care teams to build confidence in their ability to assess and instigate appropriate interventions around alcohol and drugs primary care and community settings, including building awareness of the services available and the pathways for recovery

Through screening processes or receiving referrals from the primary care services or health trainers, identify people at risk from harmful or hazardous drinking or dependant drinkers and ensure they have brief intervention support where indicated and are referred to the recovery system for a comprehensive assessment and structured intervention where indicated.

The Provider will aim to ensure that all clients are registered with a GP and in particular pregnant service users supporting them to access antenatal care through the GP and practice based midwife.

Substance misuse services should work closely with maternity services to develop jointly developed co-ordinated care plans across agencies which should have information about opiate replacement in line with NICE guidance Pregnant Mothers with Complex Social Needs (2010)

3.8.2 Secondary Care

The Provider will contribute towards the delivery of a liaison service or 'in-reach' into hospitals for patients whose admission is substance misuse related.

The Provider will ensure that the identification, screening and appropriate interventions, including appropriate care and treatment while in hospital, is delivered to individuals whose admission or attendance is substance misuse related.

Interventions will be delivered within and across acute hospital settings and sites in the county of Nottinghamshire. Patients will have the opportunity to address their substance misuse problems whilst in the hospital setting and they will have access and direct referral to the full range of community based services on discharge from hospital. Interventions will include;-

- Assessment of hospitalised patients with substance use related problems, patient counselling, harm reduction advice and information, treatment and liaison and rapid referral to on-going recovery support, community-based services, GPs and other relevant services.

- Advising clinical teams on the clinical management of patients admitted (planned and unplanned admissions) or inpatients who develop substance misuse related problems ie acute withdrawal

- The promotion of best practice for the management of patients with substance misuse problems within the hospital setting (e.g. screening and detection, harm reduction and health education and medical interventions) and the development of effective policies and protocols. Lead on and support where appropriate clinical care pathways for individuals with complex needs, to manage their care more effectively in the community and reduce un-necessary hospital admissions e.g. individuals with Alcohol Liver Disease or Alcohol Related Brain Injury

- The Provider will ensure that effective promotion of the Service takes place within the hospital environment to ensure appropriate referrals

- Improving the education and awareness of hospital staff in working with patients with substance misuse problems. Hospital staff will be supported and advised, both individually and through policy development.

3.9 Communication and marketing

The Provider is expected to:

- Provide innovative ways of engaging with the target groups, maximising opportunities for marketing and recruitment.
- Market the service and provide accurate and up to date substance misuse recovery resources
- Use the Contracting Body logo when appropriate and share all material with the Contracting Body for approval and offer the opportunity to provide a quote from a Contracting Body spokesperson for inclusion in press releases.
- Notify the Contracting Body in advance of any key service activity such as promotional events or other newsworthy activities
- Provide supporting information in accessible formats.
- The Service should be consistent with and reinforce national messages around substance misuse actively promoting Change 4 Life campaigns locally as appropriate.

3.10 Service User and Family Member/significant other Involvement

The Provider will enable the full participation and involvement of Service Users and family members/significant others in the development, review and assessment of Services. This includes, but will not be limited to, Service Users and carers participation in service development and planning meetings, participation on interview panels and attendance at review meetings.

The Provider will have a Service User and family member/significant other engagement and participation strategy. The Provider will clearly demonstrate how ex-Service Users and

people in recovery contribute to the development and delivery of the service. This will include volunteering, training and employment opportunities.

The Provider will help to raise the profile of recovery by supporting Service Users to participate in service delivery. This will include employment of Service Users in recovery.

The Provider will have a clear policy in place to provide additional support to Service Users, ex-Service Users and carer "recovery champions", recognising the potential additional pressures of this role.

Support for family members affected by someone else's drug or alcohol use. The Provider will be expected to work with people as members of families. This means working with family members as carers, identifying and referring/signposting carers for assessment to appropriate organisations and providing or signposting to evidence based family interventions.

3.11 A common assessment approach

Nottinghamshire's ambition is for a service system to operate an approach to screening and assessment that takes account of any previous screening and assessment undertaken by the wider workforce.

In addition to recording client demographics, a common tool will be used to determine the levels of drugs and alcohol use and the interventions needed. The Provider will accept what has been recorded using these tools, so any further assessment will build on this not duplicate it.

3.12 Facilitating recovery communities

Recovery support services will support the development of independence, including independent social activities. It will also include developing and training mentors and volunteers and the utilisation of (trained) mentors.

NICE recommend that staff should routinely provide people with information about mutual aid groups and facilitate access and engagement for those who are interested in attending.

3.13 Substance Misuse Training

The Provider will deliver training on substance misuse issues across Nottinghamshire to a range of partner agencies as required, to improve the understanding of, access to and efficiency of the recovery system. This training will be mapped to DANOS where appropriate.

3.14 Staff Competence and Training

The system will require a highly motivated and competent recovery-focussed substance misuse workforce, which for some this will mean a fundamentally different approach to their work. The Provider is required to have:

- A system provided by appropriately qualified/ experienced workers who have an understanding of the diverse range of needs of adults who misuse substances. This includes appropriately qualified clinical professionals.

- Where additional training needs are identified for Staff, the Provider will arrange training and supervision to help Staff to develop the necessary skills and competence to provide effective support: i.e. in respect to safeguarding children and adults, mental health, offending behaviour, etc.

- A system which will adhere to the Safeguarding Vulnerable Groups Act 2006 and any subsequent changes that are implemented.

- The Provider will collaborate with other services and agencies. This will enable the sharing of capacity and skills and to maximise successful outcomes.

- The Provider will undertake regular training and development with their Staff.

- Formal clinical and professional supervision for all Staff must be provided on a regular basis – at least monthly and in line with guidance from the British Association for Counselling and Psychotherapy, Royal College of Nursing and Federation of Drug and Alcohol Professionals who are consistent in the view that there is an obligation for workers to engage with regular and on-going supervision

-

-

- A Provider will ensure that they follow safe recruitment practice as exemplified in 'Recruiting Safely – safer recruitment guidance helping to keep children and young people safe', (Children's Workforce Development Council, 2009).

3.15 Any acceptance and exclusion criteria and thresholds

The interventions will be delivered to individuals who are resident within Nottinghamshire to support them in addressing substance misuse issues. Where the individual is an out of area resident, the Provider may wish to have in place arrangements with neighbouring providers to either a) signpost the individual to the provision in their locality or b) work with the individual with the agreement of the commissioner in their resident locality. The Provider will be responsible for all aspects of agreeing this approach, including agreeing all associated costs. The Contracting Body will not provide additional funding.

In very rare cases, Service Users may be excluded as a result of a professional risk assessment highlighting potential serious risk to Staff and/or others. This will take into account, and operate within, the Provider's policies. The Provider should ensure protocols are in place which regularly reviews an individual's care should risk assessment suggest exclusion. Case notes should reflect reasons for exclusion and collaborative working should be prioritised with relevant partner agencies until such a point that it is appropriate to re-establish links with the individual. Alternative provision will need to be put in place. The Provider will be expected to develop links and pathways with the zero tolerance GP practices. If appropriate the Provider will negotiate contracts with these practices.

A person aged 17 years or under who requires substance misuse treatment will normally access a young person's service and those that take into account the age and maturity of the young person.

3.16 Interdependencies with other services

To deliver an effective recovery pathway, the Provider must have strong links and working relationships with a wide range of local non-substance misuse specific and mainstream services. Including but not limited to:

- Health and Mental Health services (primary and secondary care)
- Acute Hospital Trusts
- Family member and carer support services
- Social Care services
- Criminal Justice services (including Police, Probation, Prisons and Courts)
- Children and Young Peoples services
- Job Centre Plus
- Housing agencies and accommodation services across all sectors
- Pharmacies
- Local education and training Providers
- Local employers
- Relevant voluntary sector Provider agencies
- Social enterprises
- The independent sector (including private sector) Providers
- Mentoring, peer support and self-help services and mutual aid groups

In addition it is expected that the Provider attend when requested meetings such as the Multi-Agency Safeguarding Panel (MASP), Multi-Agency Risk Assessment Conference (MARAC) and Vulnerable Persons Panels (VPP)

4. Applicable Service Standards

4.1 Applicable national standards

Interventions by the Provider must comply with the following (not exhaustive) list of service delivery standards:-

- ADMD (2003) Hidden Harm: Responding to the Children of Problem Drug Users
- Care Quality Commission (CQC) (2010) Essential Standards for Quality and Safety
- DoH (2004) Standards for Better Health
- DANOS
- Drug Misuse and Dependence – UK Guidelines on Clinical Management 2007
- NICE Technology Appraisal 114 (Methadone and Buprenorphine for the Management of Opioid Dependence)
- NICE Clinical Guidance 51 (Drug Misuse: Psychosocial interventions)
- NICE Public Health Guidance 43 Hepatitis B and C - ways to promote and offer testing: costing report
- QuADS (Quality in Alcohol and Drug Services) (1999) Alcohol Concern
- Routes to Recovery: Psychosocial Interventions for Drug Misuse - a framework and toolkit for implementing NICE-recommended treatment interventions
- Nottinghamshire Safeguarding Children's Board Safeguarding Policy
- NICE Technology Appraisal 115 (Naltrexone for the Management of Opioid Dependence)
- NTA Models of Care for the treatment of adult drug misusers 2002 (and update 2006)
- NICE Clinical Guidance 52 (Drug Misuse: Opioid detoxification)
- Models of Care for Alcohol Misuse 2006 (MOCAM)
- NICE Clinical Guidance 100 (Alcohol use disorders: Diagnosis and clinical management of
- alcohol-related physical complications)
- NICE Public Health Guidance 24 (Alcohol use disorders: Preventing harmful drinking)
- NICE Quality Standard 11 (Alcohol dependence and harmful alcohol abuse)
- NICE Quality Standard 23 (Drug use disorders)
- NICE clinical guideline 115 (Alcohol-use disorders: diagnosis, assessment and management of harmful drinking and alcohol dependence).
- NICE public health guidance 24 (Alcohol-use disorders: preventing the development of hazardous and harmful drinking).
- PHE (2013) Medications in recovery: best practice in reviewing treatment. Supplementary advice from the Recovery Orientated Drug Treatment Expert Group
- PHE (2013) Commissioning treatment for dependence on prescription and over-the-counter medicines: a guide for NHS and local authority commissioners
- NTA (2012) Medications in recovery re-orientating drug dependence treatment

New guidance documents are published periodically and the Provider is expected to keep abreast of these and implement where necessary and/or appropriate.

4.2 Quality Assurance and Governance Arrangements

The Provider will have in place appropriate structures with which to continuously improve the quality of the Service, safeguard high standards of care, and create an environment in which excellence can flourish. These will include as a minimum:

- established clinical and operational standards in the form of service policies which cover all main aspects of the service. All policies will have a named person with responsibility for implementing, monitoring and reviewing
- a staffing structure whereby all Staff receive advice, support, training, clinical guidance and supervision, appropriate to their role within the organisation, from suitable qualified, experienced individuals
- a system to ensure that all Staff receive an appropriate induction in terms of the values, philosophy, aims and objectives, culture of the organisation and their own role and function within it
- a system in place where all staff and managers have opportunities to develop at a personal and professional level
- a documented system of risk assessment and risk management
- mechanism by which stakeholders and Services Users and families/significant other(s) are involved in the planning, development, delivery and evaluation of services
- annual audit plan to ensure delivery against NICE Quality Standards

Clinical governance which specifically pertains to the management of controlled drugs, as defined within the Misuse of Drugs Act, the Service will at a minimum have the following:

- Registration with the Care Quality Commission as an Independent Healthcare Provider and meeting all requirements pertaining to the registration
- A lead clinician with suitable training, skills and experience to provide clinical advice, supervision and leadership

The Provider will have nominated lead/leads for service governance. They will operate within a clear system governance framework.

4.3 Confidentiality and Data Protection

The Provider must follow good information protocols and have a clear confidentiality and data handling policy. The Data Protection Act allows data sharing if 'fair processing information is provided to the Service User. This should be explained to the Service User and must describe:

- What information is collected
- When and what information will be shared with other organisations involved in their care
- Who information will go to and why
- In what circumstances confidentiality will be breached

This policy will cover submissions to NDTMS and the Providers client management system

5. Location of Provider Premises

The Provider will give details of proposed locations for delivery of the Services and component interventions. The Provider will be responsible for securing and developing any fixed site premises and will be responsible for any rent, maintenance, running costs, safety and upkeep of any premises used for the provision of the Service.

The fixed sites will be suitable to accommodate open access, as well as scheduled one-to-one appointments and group activities and may act as the central bases for multi-disciplinary teams. Premises will be fully compliant with all requirements of the Disability Discrimination Act in respect of accessibility. The Provider is expected to provide and operate all required premises within the Contract Price. It is the responsibility of the Provider to ensure that all premises (including vehicles) being used for the Service are fit for the purpose of providing the Service, including compliance with any clinical standards. The Provider will conduct regular risk assessments on all premises utilised.

Schedule B: Conditions Precedent

The conditions precedent, if any, to be inserted prior to commencement of service delivery referred to in Section A of the Contract (*Commencement and Duration*).
To include the required CQC registration activities.

Schedule C: Quality Indicators and Outcome Measures

Section A = Quality Indicators

Section B = Service Specific Quality Indicators

Section C = Never Events Indicators

Section D = Outcome Measures

Section A: Quality Indicators

Quality Requirement	**Threshold**	**Method of Measurement** Reports to be produced a minimum of 5 days prior to the relevant QCRM	**Consequence of breach** will be to raise the breach as a performance issue and escalate it via procedures detailed in the contract terms and conditions unless specified
Requirements reflective of national standards			
Evidence that a culture of compassion in practice is demonstrated Confirmation of the adoption and roll out of the 6 Cs outlined in- Compassion in Practice (DH 2012) - Care, Compassion, Competence, Communication, Courage and Commitment	Delivery to agreed action plan outlining delivery against the six action areas outlined in Compassion in Practice (DH 2012) Evidence of roll out of the 6Cs across all Staff	Constant Monitoring	
NHS Constitution Standards in relation to principles, values, rights and responsibilities	Delivery to NHS Constitution standards	Continuous monitoring	

Local requirements framed around NHS Outcomes Framework domains
NHS Outcomes Framework Domain 1: Preventing people dying prematurely

Provider organisation Internal Audit Plan	Annual Internal audit plan to be presented to Contract Quality Review Meeting Copies of all relevant internal audits to be presented to the Contract Quality Review Meeting	Annual Report	
NHS Outcomes Framework Domain 2: Enhancing the quality of life of people with long term conditions			
Demonstrate appropriate dissemination and implementation of relevant NICE guidance	Implementation of new guidance within 90 days of dissemination/publication Demonstration of continued implementation	Assurance provided through action plan as required	
NHS Outcomes Framework Domain 3: Helping people to recover from episodes of ill-health or following injury			
Integrated system of care supports recovery outcomes Evidence to demonstrate that the Provider is proactively and effectively collaborating and jointly working with partner organisations	Integrated system of care is central to recovery ethos and is clearly demonstrated	Continuous monitoring	

NHS Outcomes Framework Domain 4: Ensuring that people have a positive experience of care			
Dignity in Care Compliance with Dignity challenge	Privacy and dignity audits Essence of Care	Continuous monitoring	The Commissioner reserves the right to undertake a quality improvement visit (QIV)

Making Every Contact Count/First Contact 1. Organisation readiness and leadership 2. Staff readiness and training 3. Delivery of brief advice, signposting and referral to behaviour change services 4. 4. Completion of First Contact questions for relevant Service Users	The Provider will demonstrate progress against agreed milestones	Continuous monitoring	
To ensure people have a positive experience of care Continuous improvements in Service User experience and safety through response to: complaints/ PALS / compliments/ PPI throughout the organisation	Adherence to an agreed Provider complaints policy and where appropriate PPI strategy which reflects national best practice Complaint response times: • 100% acknowledged within 3 working days • At least 90% responded to within 25 working days • Real time data collection Evidence of service improvements related to Service User feedback.	Submission of policy and procedure on request Quarterly summary report of complaints relating to the service	The Commissioner reserves the right to undertake QIV

	Number of Ombudsman Investigations		

Domain 5: Treating and caring for people in a safe environment and protecting them from avoidable harm			
Compliance with Health and Safety Regulations	All RIDDOR incidents are reported. COSHH assessments are completed Relevant risk assessments are undertaken	Reported by exception	
Governance within organisations	The Provider Risk Register will be made available to the Commissioner to ensure shared risk is managed There is a mechanism within the Provider organisation to acknowledge and action relevant CAS alerts	Copy of Risk Register highlighting significant risks (>20) within the organisation with associated action plans. Report by exception	
Information Governance	95% of staff have received IG training to required level at any time Any loss of person identifiable information to be recorded according to the DH guidelines Any significant data losses to be reported to the Commissioner as per the process in Schedule G.	Data losses recorded on matrix1-5 Significant data losses recorded on STEIS or directly to Commissioner if not STEIS registered Investigation initiated in line with Schedule G	

Implementation of Service User safety processes which ensures improvement in safety throughout the organisation http://www.legislation.gov.uk/uksi/2008/1652/pdfs/uksi_20081652_en.pdf	All Rule 43s are reported to Authorised Officer The Provider will comply with the Coroner's requirement's An action plan to address the Rule 43 will be presented to the Commissioner	Annual review of strategy Exceptions to be discussed Annual thematic reporting evidencing learning has been shared and service improvements embedded in practice	
National Hospital cleaning standards Continual Improvement in hygiene and the prevention of HCAI Links to Evidence of compliance with Infection, Prevention and Control (IPC) Standards,	Audit 95% + compliance with national cleaning standards (DH 2012) Health and Social care Act 2008: Code of practice for the NHS on the prevention and control of healthcare associated infections and related guidance) 100% mandatory Infection Prevention and Control training completed for all relevant staff (including community teams) Annual self-assessments against the Health and Social Care Act (2012) with action plan. Evidence of progress against each statement from the	Compliance with Essential Steps Evidence from training records Relevant Policies and procedures in place. Continuous monitoring	The commissioner reserves the right to undertake QIV

	NICE Improvement Guide for the Prevention and Control of HCAI		
Safeguarding **Compliance with best practice in safeguarding adults and children**	Assessment against evidenced of good practice, Further discussions to take place to identify and agree good practice measures – specifically safeguarding adults assessment tool 'Markers of Good Practice' Implementation of action plan in light of self-assessment	Annual safeguarding report and self-assessment	The commissioner reserves the right to undertake QIV
Public Health Outcomes Framework: Domain 2 Health Improvement			
Provider has an active health and wellbeing policy (policy sets out the approach of the organisation to promote healthy lifestyles and employee engagement, including staff management, employee mental wellbeing and working conditions)	Demonstrate policy has been implemented and feedback reflect positive employment	Policy Annual Staff feedback report	

Section B: Service Specific Quality Indicators

Any breach of the service specific quality indicators will result in it being raised as a performance issue and escalated via procedures detailed in the contract terms and conditions

Quality Requirement	**Threshold**	**Method of Measurement** Reports to relevant QCRM
A minimum of 1 recovery clinic/session in each district on a weekly basis	100%	Quarterly performance report
Triage assessment offered within 48 hours from receipt of referral	85%	Quarterly performance report
First face to face appointment within 7 days	85%	Quarterly performance report
Letter to GP (where registered) within 2 weeks of assessment detailing assessment summary, management plan and prescribing arrangements	85%	Quarterly performance report
Pregnant women who misuse substances are referred to midwifery services before 12 weeks gestation	100%	Quarterly performance report
Families and carers of people who misuse substances offered a statutory assessment of their needs if not already completed	100%	Quarterly performance report
Triage assessment offered within 48 hours from DRR commencement	85%	Quarterly performance report
First face to face appointment within 48 hours of DRR commencement	85%	Quarterly performance report
Proportion of successful completions of DRRs	%	Quarterly performance report
Proportion of reduction in re-offending	%	Quarterly performance report
Proportion of successful transfers from completion of DRR to ongoing treatment	%	Quarterly performance report
The Provider must meet the Quality Assessment Framework (QAF) Standard C as a minimum www.nottssupportingpeople.org.uk	100%	Quarterly performance report

Service users complete the short version WEMWBS tool at entry, 6 months and 12 months after entry	100%	Quarterly performance report
Letter to GP (where registered) within 2 weeks of reviews detailing any changes in management plan and prescribing arrangements	85%	Quarterly performance report
Domestic violence risk assessment completed	100%	Quarterly performance report
Completion of TOP (Treatment Outcome Profile) at initial assessment, 3 month (no later than 6mths) and treatment exit and upload to NDTMS	80%	Quarterly performance report
Letter to GP (where registered) within 2 weeks of discharge	85%	Quarterly performance report
Proportion of those completing treatment abstinent and free from all substances	100%	Quarterly performance report
Proportion of service users screened for Hepatitis B & C at treatment commencement	65%	Quarterly performance report
Number of those tested who are HCV antigen positive	Baseline to be determined in year 1.	Quarterly performance report
Number of those tested who are HCV antigen positive a) accept referral for treatment b) refuse referral for treatment	Baseline to be determined in year 1.	Quarterly performance report
Proportion of those in treatment who a) accept the offer to commence HBV vaccination b) Refuse the offer to commence HBV vaccination	Baseline to be determined in year 1.	Quarterly performance report
Completion of Annual Mutual aid self-assessment and action plan	100%	Yearly performance report
Successful drug and alcohol treatment completions	Results from the preceding DOMEs report.	Quarterly performance report May be discontinued after year 1

Section C: Never Events

The guidance in relation to Never Events is available at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/213046/never-events-policy-framework-update-to-policy.pdf

Never Events	Threshold	Method of Measurement	Never Event Consequence (per occurrence)	DH Guidance Applicability	Applicable Service Category
MEDICATION					
Wrong route administration of oral/enteral treatment	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with applicable Guidance, recovery of the cost of the procedure and no charge to Commissioner for any corrective procedure or care (not discretionary)	All healthcare settings	A MH MHSS AM C
Overdose of midazolam during conscious sedation	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with applicable Guidance, recovery of the cost of the procedure and no charge to Commissioner for any corrective procedure or care (not discretionary)	All healthcare premises	A MH MHSS AM C
Opioid overdose of an opioid-naïve Service User	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service	In accordance with applicable Guidance, recovery of the cost of the procedure and no charge to Commissioner for any corrective procedure or care (not	All healthcare settings	A MH MHSS AM C

Never Events	Threshold	Method of Measurement	Never Event Consequence (per occurrence)	DH Guidance Applicability	Applicable Service Category
MEDICATION					
		Quality Performance Report	discretionary)		

Never Events	Threshold	Method of Measurement	Never Event Consequence (per occurrence)	DH Guidance Applicability	Applicable Service Category
GENERAL HEALTHCARE					
Falls from unrestricted windows	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with applicable Guidance, recovery of the cost of the procedure and no charge to Commissioner for any corrective procedure or care (not discretionary)	All healthcare premises	A MH MHSS AM C
Misidentific-ation of Service Users	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service Quality Performance Report	In accordance with applicable Guidance, recovery of the cost of the procedure and no charge to Commissioner for any corrective procedure or care (not discretionary)	All healthcare premises	A MH MHSS AM C
Severe scalding of Service Users	>0	Review of reports submitted to NRLS/Serious Incidents reports and monthly Service	In accordance with applicable Guidance, recovery of the cost of the procedure and no charge to Commissioner for any corrective	All healthcare premises	A MH MHSS AM C

Never Events	Threshold	Method of Measurement	Never Event Consequence (per occurrence)	DH Guidance Applicability	Applicable Service Category
GENERAL HEALTHCARE					
		Quality Performance Report	procedure or care (not discretionary)		

Section D: Outcome Measures

THE SERVICE LEVELS

1.1 The measurement of Service Levels linked to payments by the Commissioner will start after the transition period as defined by the Commissioner and when deemed appropriate by the Commissioner.

The Commissioner will accept proposals to revise the Key Performance Indicators (KPI's) but at its sole discretion it may accept or reject any proposals. Equally the Commissioner may propose changes and invite the Provider to agree a change to the KPI's. This can occur at any time during the life of the contract but not within the final six months in accordance with the provisions of Contract Variation clause as stated in the Contract.

1.2 The information below details a proposed set of KPIs in relation of the level of service required for commissioned services

KPI's for Adult Substance Misuse Recovery Services

KPI 1. Improve mental health and wellbeing

Measure	Rationale	Target	Weighting	Technical notes
The proportion of service users that improve their mental health and wellbeing	The expectation is that service users will have sustained improvements in their mental health and wellbeing	• Evidence of 4-point change on the SWEMWBS score between start (review for inherited SUs) and exit	30%	1. For adults measured using the Warwick Edinburgh Mental Wellbeing Scale[1] at service entry and 12 months from February

[1] http://www.healthscotland.com/scotlands-health/population/Measuring-positive-mental-health.aspx

				2015

KPI 2. Increase engagement in education, employment and training

Measure	Rationale	Target	Weighting	Technical notes
The proportion of clients who increase engagement in education, employment and training	The expectation is that service users will make sustained improvements in the time spent in education, employment or training	Year 1: • Agree technical definition, baseline and targets for subsequent years	20%	Examples include: One or more of the following outcomes:- a. Gaining FT sustained employment for 3 months or more b. Gaining PT sustained employment for over 3 months c. Gaining some form of employment to provide 'therapeutic earnings' for 3+ mths. d. 3 hours per week volunteering for at least 6 weeks. e. Completion of/enrolment onto recognised academic or skills based training f. Involvement with apprenticeship schemes for at least 12 months. g. Maintenance of sustained employment for those already employed for [a given time period] This measure will include elements of, but be wider than, the current TOP[2]s measure.

KPI 3. Sustained suitable accommodation

[2] Treatment Outcomes Profile. http://www.nta.nhs.uk/healthcare-top.aspx

Measure	Rationale	Target	Weighting	Technical notes
The proportion of clients who (a) remained in suitable accommodation; **or** (b) moved to suitable accommodation; between entry and exit	The expectation is that the suitability of service users' accommodation will maintain or improve on a sustained basis	Year 1: • Agree measure, agree a baseline and targets for subsequent years	20%	1. This measure will include a wider range of accommodation issues than those recorded on the current TOP[3] dataset. For instance achievement of a clients' accommodation goals in his/her recovery plan may form part of this measure.

KPI 4. Successful completions for drug and alcohol treatment (year one only)

Measure	Rationale	Target	Weighting	Technical notes
The proportion of Service Users who successfully completed structured treatment	This is to ensure that the treatment system does not stagnate and that clients are able to move through the treatment system in a planned way.	Year 1: •	30%	As defined by NDTMS but incorporating alcohol, opiate and non-opiate completions in one measure

2 CONSISTENT FAILURE

2.1 In this Contract, consistent failure shall mean:

(a) the same Outcome Indicators in 2 consecutive reporting periods being below the minimum performance target as set out above in **Sections A,B and C** of this Schedule when reviewed at the meetings as defined in **Schedule K Details of Review Meetings; and**

(b) Failure to meet any of the quality requirements of **Section D** for 2 consecutive reporting months when reviewed at the meeting as defined in **Schedule K Details of Review meetings**,

[3] Treatment Outcomes Profile. http://www.nta.nhs.uk/healthcare-top.aspx

Then the Commissioner reserves the right to withhold the tendered and agreed profit / surplus element of the cost per person rate as defined in **Schedule E Charges Payable** until the failure has been remedied.

Schedule D: Service User Experience, Carer Experience and Staff Surveys

SURVEY	INDICATOR	THRESHOLD	METHOD OF MEASUREMENT	FREQUENCY OF MONITOIRNG
Service User Experience Survey	A service user survey is undertaken from service users To actively promote an appropriate local public feedback service (eg PALs / Complaints) Visibility of promotional literature within designated service areas	100% of Service Users must be offered 40% of questionnaires must be completed	Audit to evaluate Communication of outcomes of Service User experience data to public / service users Evidence of publications / communication channels used to feedback to public. Organisational publications	Annual Report detailing survey results with recommended improvement plan
Carer Experience Survey	A carer survey is undertaken	100% of carers must be offered 40% of questionnaire must be completed	Communication of outcomes of carer experience data to carers Organisational publications	Annual Report detailing survey results with recommended improvement plan
Staff Survey	A staff survey is undertaken with all staff	100% of staff must be offered survey 40% of questionnaires must be completed	Communication of outcomes of staff survey data to staff Organisational publications	Annual Report detailing survey results with recommended improvement plan

Schedule E: Contract Price and Charges Payable

The Provider is required to make provision to charge and receive payments from the Council separately from other Commissioners. It will be based on what is recorded by the Provider using pre-defined business rules which are agreed with the Commissioner. For the avoidance of doubt the Providers Sub Contractors are required to use the same business rules. The Provider and its Sub Contractors agree to work on an Open Book principle. A review of the payment process will take place during the first year of the Contract.

In an open-book contract, the Commissioner and Provider of Services agree on:

(1) which costs are remunerable, and

(2) the profit/surplus that the Provider can add to these costs.

The Provider will keep detailed records of the actual cost incurred in performing the Services on the basis that the records of actual cost are maintained in a fully auditable manner and are made available to the Purchaser whenever reasonably required for purposes of verification in connection with the Services. The Commissioner and the Provider will agree what records need to be kept by the Provider in respect of the actual costs and what form it will. The Services is then invoiced to the Commissioner based on the actual costs incurred plus the agreed profit/surplus level.

PAYMENT DEFINITIONS AND BREAKDOWN

Payment Model Definitions

Term	Abbreviation	Description
Charges	Charges	The collective term for IRP, SCP, ERP and an annual volume reconciliation payment
Cost per person per Month	CpppM	Sum of all Direct and Indirect costs for each Service User receiving a Service
Incentive Reward Payment	IRP	The monies the Provider is prepared to receive on achievement of Outcome Indicators.
Service Credits Payments	SCP	Annual repayment to the Commissioner including any Volume Discount payments
Efficiency Reward Payment	ERP	Monies payable to the Provider resultant from cost efficiencies.
Price per person per Month	PpppM	CpppM + IRP

Volume Discount	VolDis	Annual volume discount payable to the Commissioner resultant from the Provider delivering Services to Commissioners through a separate call-off agreement.
Total Income Payment	TIP	Annualised PpppM + ERP - SCP

Cost Breakdown

The Provider shall provide the direct costs breakdown which are the fully amortised payroll costs, which must expressly include as a minimum the items listed below:

For TUPE Transfers:

- Clinical / Nursing
    - Direct Contact with Service Users
    - non Contact with Service Users
    - Managers
    - Other Direct Contact with Service Users

- Non Clinical / Nursing.
    - No direct contact with Service Users
    - Support Staff
    - Other staff

For Non-TUPE Transfers:

- Clinical / Nursing
    - Direct Contact with Service Users
    - non Contact with Service Users
    - Managers
    - Other Direct Contact with Service Users

- Non Clinical / Nursing.
    - No direct contact with Service Users
    - Support Staff
    - Other staff

The Provider shall provide an indirect costs breakdown which must expressly include as a minimum the items listed below:

- Clinical / Nursing
    - Registration & inspection
    - Recruitment/advertising costs

- Marketing,
- Training costs,
- Travel / Transport costs,
- Insurance costs,
- Premises costs,
- Audit /accountancy fees,
- Equipment, clothing,
- Supplies & services,
- Infrastructure /Systems costs,
- Human Resources Management,
- Parent Company fee, and
- ICT.

- Non-Clinical/Nursing
    - Registration & inspection
    - Recruitment/advertising costs
    - Marketing,
    - Training costs,
    - Travel / Transport costs,
    - Insurance costs,
    - Premises costs,
    - Audit /accountancy fees,
    - Equipment, clothing,
    - Supplies & services,
    - Infrastructure /Systems costs,
    - Human Resources Management,
    - Parent Company fee, and
    - ICT.

The Provider shall provide a profit/surplus margin cost.

The Provider shall provide a Price per person per Month (PpppM) which is the sum of the direct costs, indirect costs and profit/surplus.

From 1st April 2015 and each subsequent April and with due regard to its financial capability, the Commissioner will consider a reasonable change to the CpppM to recognise the impact of changes in cost of living standards. The Provider will be expected to hold such increases to the minimum possible, and the Commissioner will consider limiting the direct costs to be no greater than the annual percentage increase agreed for the Commissioners own staff annual pay uplift in line with the Commissioners pay and conditions agreement. No consideration shall be made.

If either Party in exceptional circumstances, and having regard to the actual costs incurred by Provider and the resources available to the Commissioner, find the unplanned costs associated with the Services unacceptable then the Parties shall meet and discuss in good faith. If the Provider proposes a variance to the Contract Price, the Commissioner is entitled to request and

receive evidence justifying the Providers proposal before agreeing to any Variation.

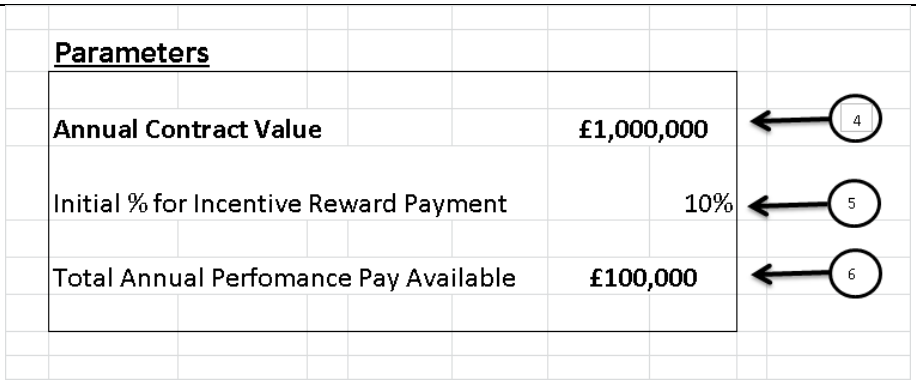
From time to time, the Commissioner may ask for more details in the makeup of the CpppM. The Provider shall not refuse any reasonable request for such information.

The overall monies payable by the Commissioner to the Provider shall be the sum of the CpppM, Incentive Reward Payment, and Efficiencies Reward Payments less Service Credit Payments.

PAYMENT MODEL EXAMPLE

The example model described below explains how the payment model will work. It starts with volume demand and works through commissioning targets to Provider performance and finally into monies paid.

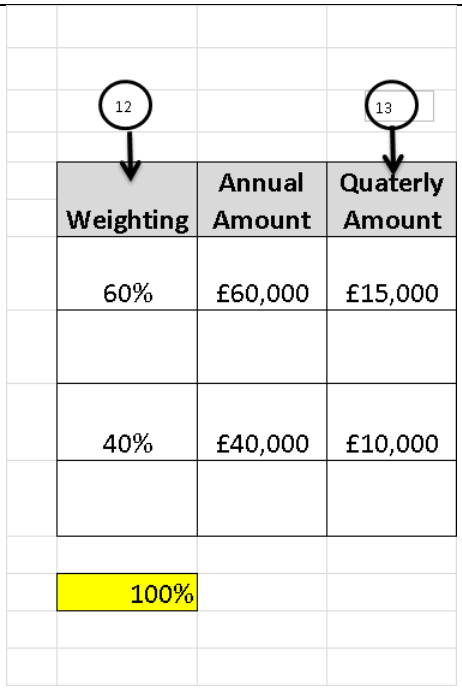
Step	Description
1	The Commissioner will produce a volume profile for the service based on the number of Service Users it expects to receive the Services. The volume will be set for each year before the year commences. Future years will not be guaranteed but indicative only.
2	The Commissioner will set out an efficiency expectation i.e. by how much it expects the PpppM to reduce by. In this case it is year on year % reduction in unit price presented to the Commissioner.
3	The Commissioner will in effect produce an indicative PpppM
	Example table **Demand Profile and savings target** Year 1 Targets Definition / current / Y1 / Y2 / Y3 / Y4 1 Number of Young People in the system: 90 / 100 / 103 / 106 / 110 2 Cost per person per month baseline: £750 / £728 / £708 / £682 Efficiencies target: [redacted] / £7.28 / £14.15 / £20.45 3 Price per person per month plan: £750 / £721 / £693 / £661
4	The Provider will tender a price for each of the Contract Years. In the example below the first years price is considered.
5	The Provider will tender a proportion of the price available for incentives
6	In this example the incentive represents £100,000
	Example table

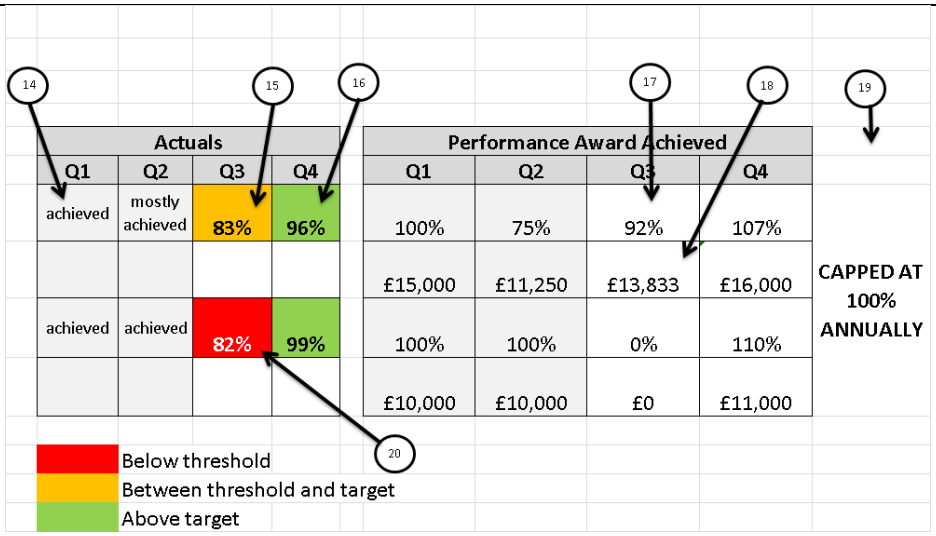
	
7	The Commissioner will set out in year quarterly targets that associate with the incentive reward.
8	The Commissioner will define a number of Outcome based KPI's.
9	Each Outcome based KPI will have a minimum threshold below which no incentive payment is payable. For the avoidance of doubt Providers are also required to achieve all the performance requirements for the Service Specific Quality Indicators set out above in Sections A,B and C of Schedule C before any incentive payment is payable.
10	Some targets notably in Year 1 may not be numeric in recognition of the need to develop the Outcome based KPI with the Provider.
11	Most targets will be numeric in recognition that the Outcome based KPI are established and will be recognised by the Provider.

Step	Description
	Example table Performance Related Incentives - Year 1 (In year details) 7 8 9 10 11 Year 1 Targets

	KPI	Definition	Threshold	Q1	Q2	Q3	Q4
1	Planned Exits	Number of Young People Leaving the Service in a planned way	80%	baseline	test	90%	90%
2	Re-offending	The number of young people who don't reoffend within 12 months	85%	data collect	baseline	90%	90%

12	Each Outcome based KPI will have a weighting to represent the importance to the Commissioner.
13	Each Outcome based KPI will be converted to a maximum amount of money a Provider can receive in any one Contract Year.
	Example table

	
14	Some non-numeric targets will achieve a performance where the Commissioner will rate as achieved performance in a similar manner to a tender evaluation i.e. mostly achieved will be rewarded with the majority of monies available.
Step	**Description**
15	This example achievement is above the threshold but below the target
16	This example achievement is above the threshold and above the target
17	As only 92% of the expectation was achieved, only 92% of the reward is payable
18	This example shows that a previously missed target can be recovered
19	This explains that the total recovery cannot exceed the monies available for incentives for the year
20	This example achievement is below the threshold
	Example table



21	Cumulative results from year 1 placed in overall schedule

Example table

Performance Related Incentives - Year 1- 4 (Across Year details)

21

	KPI	Definition	Threshold	Annual Targets Y1	Y2	Y3	Y4
1	Planned Exits	Number of Young People Leaving the Service in a planned way	80%	90%	90%	90%	90%
2	Re-offending	The number of young people who don't reoffend within 12 months	85%	90%	93%	95%	95%

22	This indicates the amount of out of the original £100,000 achieved and payable to the Provider as the incentivised reward payment.
23	If efficiencies are generated totalling £10,000, then the Provider will keep twice the associated profit/surplus. The associated profit is calculated at twice the percentage level as the incentive level.
Step	**Description**
24	The Annualised PpppM (which is the PpppM multiplied by the volume) is reduced by the level of Efficiencies. This means the following year's base income target is calculated as new year's Annualised PpppM minus the cumulative Efficiencies saved in the previous years of the contract.
25	The result of continued Efficiencies savings and Incentive Reward Payments means the overall financial reward to the provider could increase overall profitability levels
	Example table

Actuals				Performance Award Achieved				
Y1	Y2	Y3	Y4	Y1	Y2	Y3	Y4	
93%	85%	100%	100%	£56,083	£51,000	£60,000	£60,000	CAPPED AT 100% ANNUALLY
78%	85%	94%	100%	£31,000	£34,000	£37,600	£40,000	
			Annualised Incentivised Reward Payment	£87,083	£85,000	£97,600	£100,000	
22	→		**Level of Incentive Reward Payment Achieved**	8.7%	8.5%	9.8%	10.0%	
			Efficiencies	£10,000	£10,000	£10,000	£10,000	
23	→		Efficiencies Reward Payment	£2,000	£2,000	£2,000	£2,000	
			Annualised PpppM	£900,000	£881,000	£862,000	£843,000	
24	→		Total income	£979,083	£958,000	£951,600	£935,000	
25	→		Profitability/Surplus Level	9.9%	9.9%	11.3%	11.8%	

3. CHARGES

Name of Tenderer:	CRI (Crime Reduction Initiatives)
Price per person per Month (PpppM)	
Unit of Measure	**PpppM Year 1 in GBP**
Direct Costs	
For TUPE Transfers:	
• Clinical / Nursing	
• Direct Contact with Service Users	
• non Contact with Service Users	
• Managers	
• Other Direct Contact with Service Users	
• Non Clinical / Nursing.	
• No direct contact with Service Users	
• Support Staff	
• Other staff	

• Other costs	
For Non-TUPE Transfers:	
• Clinical / Nursing	
• Direct Contact with Service Users	
• non Contact with Service Users	
• Managers	
• Other Direct Contact with Service Users	
• Non Clinical / Nursing.	
• No direct contact with Service Users	
• Support Staff	
• Other staff	
• Other costs	
Subtotal Direct Costs	
• Clinical / Nursing	
• Registration & inspection	
• Recruitment/advertising costs	
• Marketing,	
• Training costs,	
• Travel / Transport costs,	
• Insurance costs,	
• Premises costs,	
• Audit /accountancy fees,	
• Equipment, clothing,	
• Supplies & services,	
• Infrastructure /Systems costs,	
• Human Resources Management,	
• Parent Company fee, and	
• ICT.	
• Others	
• Non Clinical / Nursing	
• Registration & inspection	
• Recruitment/advertising costs	

• Marketing,	
• Training costs,	
• Travel / Transport costs,	
• Insurance costs,	
• Premises costs,	
• Audit /accountancy fees,	
• Equipment, clothing,	
• Supplies & services,	
• Infrastructure /Systems costs,	
• Human Resources Management,	
• Parent Company fee, and	
• ICT.	
• Others	
Subtotal Indirect Costs	

Profit / Surplus Costs	
Subtotal Profit / Surplus Costs	

Total

PpppM Information

PpppM Year 2 [in GBP]	
PpppM Year 3 [in GBP]	
PpppM Year 4 [in GBP]	

Incentive Reward Payment Information

Incentive percentage [applies across all years]	

Volume Discount Percentage Information

Volume discount percentage [applies across all years]	

4. PAYMENTS

In consideration of the provision of the Services by the Provider in accordance with the terms

and conditions of this agreement, the Commissioner shall pay to the Provider in accordance with the Payment Plan based solely on the PpppM determined in the Providers tender submission.

The Provider will be paid for Services on a monthly basis monthly in arrears. The Provider shall invoice the Commissioner for payment of the Charges at the time the Charges are expressed to be payable in accordance with the Payment Plan. All invoices shall quote a valid purchase order number and be directed to the Commissioner. The first of two regular form invoices shall take account the CpppM. The second of two invoices, quarterly in arrears, shall take account of Incentive Reward Payments, Efficiency Reward Payments and Service Credits Payments.

The Commissioner shall pay the fees which have become payable in accordance with the Payment Plan upon receipt of an undisputed invoice from the Provider. Payment of undisputed sums will be made by BACS within 30 days of receipt and agreement of a valid invoice.

The Provider shall add VAT, where applicable and in accordance with VAT regulations and laws in force, to the Contract Price at the prevailing rate and the Commissioner shall pay the VAT to the Provider following receipt of a valid VAT invoice.

The Provider shall indemnify the Commissioner on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Commissioner at any time in respect of the Provider's failure to account for or to pay any VAT relating to payments made to the Provider under the Contract. Any amount due shall be paid by the Provider to the Commissioner not less than 5 working days before the date upon which the tax or other liability is payable by the Commissioner.

Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with the Framework Agreement Clause H6 Dispute. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of 30 days after resolution of the dispute between the two parties.

Interest shall be payable on the late payment of an undisputed Charges properly invoiced under this Contract in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Provider shall not suspend the supply of the Services if any payment is overdue.

The Provider shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Commissioner pursuant to this Contract. Such records shall be retained for inspection by the Commissioner for a minimum of 6 years after the terms of the contract have expired.

Where the Provider enters into a Sub Contract with a supplier or contractor for the purpose of performing the agreement, it shall cause a term to be included in such a Sub Contract that requires payment to be made of undisputed sums by the Provider to the Sub Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the Sub Contract requirements.

5. INCENTIVE PAYMENTS

The Commissioner will separate out the Incentive Reward Payment from the CpppM and will pay the Incentive Reward Payment to the Provider on complete and in full achievement of the Outcome based KPI's. Incentive Reward Payments are subject to the achievement of a minimum of 90% of the Quality Requirements shown at Parts A, B and C of Section C Contract Management being met. These payments will be made quarterly and in arrears. The Provider shall invoice the Commissioner in accordance to the Payment Plan.

In the event an Outcome based KPI's is not met completely and in full, the Commissioner will make a partial payment in accordance with the Business Rules. The Business rules allow for the Provider to recover underperformance against an Outcome based KPI up to the annual payment limit set for each Outcome based KPI.

The Commissioner will set quarterly performance targets for each Outcome based KPI. These will be set and agreed with the Provider by the start of each Contract Year.

The Provider will evidence achievement against each Outcome based KPI at the frequency set by the Commissioner. During the Strategic Service Review Group meetings after the close of each quarter, the Provider shall present the quarterly achievement which it expects to invoice for.

The performance of each Outcome based KPI will be measured as the proportion of achievement when compared with the corresponding quarter's target.

In the event the proportion of achievement is below the Outcome based KPI's threshold level, no Incentive Reward Payment will be payable for that quarter for that Outcome based KPI.

In the event the proportion of achievement is equal to or above the Outcome based KPI threshold level, an Incentive Reward Payment will be payable for that quarter for that Outcome based KPI up to the maximum amount of money available for that Outcome based KPI in the Contract Year.

6. EFFICIENCY REWARD PAYMENT

During the lifetime of the Contract there may be changes required in Services or the way that Services are delivered which would result in a lower cost or in some cases further benefits for the same cost.

At the time of awarding this Contract the detail of these changes is not known. For the purposes of this Schedule these changes will be referred to as 'Projects'. The details of any Project will need to be determined by the Quality Contract Review Meeting as described in Schedule K Contract Management.

The Commissioner therefore reserves the right to request Project based detailed cost information for new Projects commissioned over the value of £50k which it may benchmark as set out in Schedule O. The decision to proceed with any such Project is at the discretion of Commissioner.

The Provider prepares a Project proposal with the total time charge and expenses for the whole of the Project ('Forecast Fee') and submits them to the Commissioner alongside the current fee incurred for providing the service in scope of the Project ('Planned Fee') for the Commissioner to agree to the Project. In the event the Services have not previously been carried out the Commissioner will use a benchmark to establish a realistic current fee.

With the Commissioners agreement to the Project, the Provider starts the Project and prepares Forecast Fees which are produced at the intervals agreed with the Commissioner from the start date of the Project until completion of the whole of the Project. An explanation of the changes made since the previous Forecast Fee is submitted with each Forecast Fee.

The Provider shall provide information which shows how each activity relates to the Project which the Provider submits for acceptance.

The Commissioner makes a final assessment of the Provider's Forecast Fee to agree payment.

The payment from the Commissioner to the Provider will be the revised Planned Fee. This will be equal to:

a. two times the profit/surplus associated to the difference between the Forecast Fee and Planned Fee; and

b. the Forecast Fee,

providing the Forecast Fee does not exceed the Planned Fee and if the Service Quality Indicators set out in Schedule K Contract Management have been achieved in each of the preceding three reporting periods otherwise just the Forecast Fee is payable.

On completion of the Project the revised Planned Fee becomes the Planned Fee for any future Project affecting those Service Users.

7. SERVICE CREDIT PAYMENTS

If the Provider fails to provide the Services in accordance with any individual Service Level measured for the Service Quality Indicators and a Consequence of Breach value has been set, the Provider shall pay to the Commissioner the Service Credit Payment set out for that Service Quality Indicators at the level stated as the Consequence of Breach value.

The parties agree that any such Service Credit Payment has been calculated as, as is, a

genuine pre-estimate of the loss likely to be suffered by the Commissioner. The Provider has taken the Service Credit Payment into account in setting the level of the PpppM.

The Commissioner will assess the Providers performance against the Quality Indicators which carry a consequence charge at the frequency set out in the Service Quality Indicators.

In the event a Provider does not achieve the minimum Service Level for any Service Quality Indicators where a Consequence of Breach value has been set it will trigger a Service Credit Payment which is payable to the Commissioner. The Commissioner will net the sum of all Service Credits Payments against any Incentive Reward Payments and Efficiency Rewards Payments in the next due invoice from the Provider. This will be approved at the next due Strategic Service Review Group meeting between the Commissioner and the Provider.

In the event the result of netting a Service Credit payment against any Incentive reward Payments and Efficiency Rewards Payments results in an overall credit in favour of the Commissioner, the Provider shall make provisions and then pay the monies owed to the Commissioner in full and without delay within 30 days of the Commissioner making a formal request.

8. ANNUAL VOLUME RECONCILIATION

The first year of operations will be a virtual year for operating a PpppM scheme. The Commissioner will use the Providers first year tendered price in establishing a PpppM that it will use in the Payment Plan.

The Provider will track the actual costs of delivering the Services so that both the Commissioner and Provider can assess the actual PpppM. The Provider will report on this at the Strategic Service Review Group meeting. This information will be used to consider any variations to the PpppM when finalising any subsequent years PpppM.

The Commissioner will unless exceptional circumstances prevail or Service Credit Payments are warranted, pay the full Incentive Reward Payment to the Provider in the first year of operations. In practice the Commissioner will pay the Provider during the course of the year in line with operational performance and make a final balancing payment at the end of the Contract Year. This is to ensure the PpppM scheme operates as normally as possible.

Keeping the PpppM rate uniform and aligned to prevailing health risks will prevent unduly burdening Providers. For this reason, the Commissioner requires the Provider to work with it to establish if the PpppM for each year from the second year onwards requires adjustment to account for variations in health risks.

The Provider will provide all Services that have been tendered for to the Services Users on an as-required basis and without bias.

The Provider will be expected to provide Services to the volume levels specified by the

Commissioner. If, when measuring the volume at the end of the Contract Year, the volume is exceeded by the level set in the table below the Commissioner agrees to pay for each additional Service User above this level at the prevailing Direct Cost rate. If, when measuring the volume at the end of the Contract Year, the volume is under-achieved by the level set in the table below the Provider agrees to pay back to the Commissioner for each Service User below this level at the prevailing Direct Cost rate.

Service	**Lower volume threshold level**	**Upper volume threshold level**
All Adults Substance Misuse Services	-5%	+5%
Police and Crime Commissioners Services	0	0

Payment reconciliation will be made at the end of each Contract Year and no later than the first quarter of the following Contract Year.

The Coouncil expects that this Framework Agreement will be used by Other Contracting Bodies in the future. In the event this takes place separate call-off contracts will be let. The Council anticipates that this will be a maximum of two new call-off contracts during the life of this Framework Agreement. In those instances, neither the Other Contracting Bodies nor the Provider will need to incur the cost of tendering. The Commissioners require that in recognition of cost avoidance, the Provider will offer the Commissioners a discount (VolDis) to the tendered PpppM.

The discount will only be triggered when a new call-off contract is signed and in the Commissioners' financial year the discount is assessed as the new call-off contract achieves a spend of at least £2,000,000. This discount will applies against each call-off contract signed.

The Commissioners will calculate the discount as follows:

1. At the end of each of the Commissioners' financial years the Commissioners require the Provider to confirm whether any new call-off contract has been signed or remains live.

2. In the event no new call-off contract has been signed or remains live then the discount procedure will end.

3. In the event a new call-off contract has been signed, the Commissioners will ask if the annualised spend of that call-off contract, during the Commissioners' financial year has reached or exceeded £2,000,000. If the spend level has reached or exceeded £2,000,000 then the Provider will pay the Commissioners the VolDis rate applied to the spend from the Commissioners in the Commissioners' financial year.

4. In the event more than one call-off contract has been signed, then the steps will apply to each call-off contract.

5. In the event a call-off contract from an Other Contracting Body remains live then the

Commissioner will ask if the annualised spend of that call-off contract, during the Commissioners' financial year has reached or exceeded £2,000,000. If the spend level has reached or exceeded £2,000,000 then the Provider will pay the Commissioners the VolDis rate applied to the spend from the Commissioners in the Commissioners' financial year.

6. In the event more than one call-off contract remains live, then the steps will apply to each call-off contract.

The discount must be calculated on the spend which must be determined by the cumulative sum of BACS cleared invoices from the Council's BMS system, approximately 1 month after the end of the financial year.

Payment reconciliation will be made at the end of each Contract Year and no later than the first quarter of the following Contract Year.

9. NOT USED

10. PAYMENT PLAN

Name	Description	When	Charge Payable
CpppM Month 01, 02, 03, 04....47	Monthly charge for Services	Invoice in subsequent month to when CpppM falls due	One twelfth of (the PpppM minus the Incentive Reward Payment)
CpppM 48	Handover Final Payment	Invoice in subsequent month to when CpppM falls due and when Handover is deemed completed	One twelfth of (the PpppM minus the Incentive Reward Payment)
Name	**Description**	**When**	**Charge Payable**
Charges Q1,Q2,Q3,Q4,...Q16	Quarterly summary of charges	Invoice in subsequent quarter to when charges falls due	The sum of the Incentive Reward Payments, Efficiency Rewards Payments and Service Credits Payments.
Charges 01,02,03,04	Annual volume reconciliation charge	Invoice in subsequent month to when CpppM falls due	Annual reconciliation charge for Services related to volume adjustments

Schedule F: Safeguarding Policies

The Provider will comply with the Council's Safeguarding policies as reproduced below (Safeguarding Policies) and updated from time to time in accordance with Service Condition in the Contract (safeguarding). The Provider's policies for safeguarding children and adults are inbedded.

Nottinghamshire safeguarding policy

Foreword

Nottingham and Nottinghamshire produced its first set of multi agency adult protection policies, procedures and practice guidance in October 2001. In response to new legislation, research, growing expertise and the publication of the Association of Directors of Social Services document, "Safeguarding Adults" (2005), the time has arrived to completely overhaul our policy and procedure. Progressing from Adult Protection to Safeguarding Adults is a positive step forward supported by the changing national context as well as by individuals and organisations in Nottingham and Nottinghamshire. "Safeguarding Adults" builds upon "No secrets" and provides us with a national framework of standards for good practice. Our mission has been to produce an overarching document ensuring a framework of consistency to protect those individuals in our society who are the most vulnerable. At the heart of our work is the individual experiencing abuse or neglect. The multi agency team responsible for creating the policies and procedures have consulted extensively with a range of partner agencies, fellow professionals and individual users of services to create a document that is meaningful to all who may need to use it. "There can be no secrets and no hiding place when it comes to exposing the abuse of vulnerable adults" No Secrets, DoH (2000). Much has been achieved since this publication and many adults have been enabled to live safer lives. However, much remains to be done. This document will guide and inform your practice but each and every reader needs to ensure they remain vigilant and play their part in routeing out every hiding place when it comes to exposing the abuse of vulnerable adults.

Jon Wilson,Chair, Nottinghamshire Committee for the Protection of Vulnerable Adults.

Policy

'All persons have the right to live their lives free from violence and abuse. This right is underpinned by the duty on public agencies under the Human Rights Act (1998) to intervene proportionately to protect the rights of citizens. These rights include Article 2: 'the Right to Life'; Article 3: 'Freedom from Torture' (including humiliating and degrading treatment); and Article 8: 'Right to Family Life' (one that sustains the individual).

Any adult at risk of abuse or neglect should be able to access public organisations for appropriate interventions which enable them to live a life free from violence and abuse. It follows that all citizens should have access to relevant services for addressing issues of abuse and neglect, including the civil and criminal justice system and victim support services. Remedies available should also include measures that achieve behaviour change by those who have perpetrated abuse or neglect'. **Safeguarding Adults: A National Framework of Standards for Good Practice and Outcomes in Adult Protection Work (ADSS, 2005).**

"Abuse is a violation of an individual's human and civil rights by any other person or persons."**'No Secrets' (DH 2000)**

This document provides a framework within which all agencies will work together in preventing and minimising the risk of abuse to vulnerable adults in Nottingham(shire) and provides a consistent and effective approach to dealing with concerns and allegations of abuse and neglect.

Vulnerable Adult A 'Vulnerable Adult' is defined by *No Secrets* as: 'A person aged 18 years or over who is or maybe in need of community care services by reason of mental or other disability, age or illness; **AND** Who is or maybe unable to take care of him or herself, or unable to protect him or herself against significant harm or exploitation.'

Values

All individuals have a right to live free from abuse in accordance with the principles of respect, dignity, autonomy, privacy and equity. Vulnerable adults are entitled to exercise the same rights as others in the prosecution of criminal offences and the pursuit of civil remedies. Vulnerable adults should enjoy the same rights as others in respect of access to care and treatment provided by public agencies.

Statement of commitment

In order to support these values, organisations will:

- Actively work together within the agreed inter-agency framework based on the guidance contained in no Secrets (2000 Department of Health, Home Office) and Safeguarding Adults (2005 Association of Directors of Social Services).
- Endeavour to provide safe and effective delivery of services that facilitate the prevention and early detection of abuse.
- Maintain effective dialogue to ensure co-operation between agencies, including sharing information as appropriate in line with the Nottingham(shire) Information Sharing Protocol to safeguard vulnerable adults.
- Fully contribute to safeguarding assessments and concerns of abuse in accordance with this policy and procedure.
- Take a proactive approach to preventing and minimising abuse of vulnerable adults within their organisation.
- Provide and maintain the multi-agency Safeguarding Adults Policy and Procedure and ensure organisational procedures are compliant with the multi-agency framework.
- Have robust systems so that staff are familiar with the Safeguarding Adults Policy and Procedure and the need for a proactive approach to prevent abuse.
- Audit and evaluate practice, and provide reports as required, to ascertain how well services work together and how each agency fulfils its responsibilities to safeguard adults.
- Collect data to enable monitoring and analysis of information, in accordance with good practice and government requirements.
- Actively promote the empowerment and well-being of vulnerable adults through the services they provide.
- Integrate strategies, policies and services relevant to abuse and the safeguarding of vulnerable adults.

- Recognise the ongoing duty of care to service users who perpetrate abuse and facilitate any necessary action to address abusive behaviour.
- Adhere to rigorous recruitment practices to deter those who actively seek vulnerable people to exploit or abuse.
- Actively support the rights of the individual to lead an independent life based on self determination and personal choice.
- Provide appropriate advocacy, advice and support when a vulnerable adult's right to an independent lifestyle and choice is at risk.
- Carry out assessments and investigations in accordance with equal opportunity principles, in a manner and setting appropriate to the understanding, degree of disability, cultural background, and gender of the person(s) involved.
- Contribute fully to serious case reviews as necessary or required by the Safeguarding Adults Board.
- Provide appropriate resources to contribute to the development of the multi-agency framework.
- Have a workforce development plan in place that includes appropriate competencies for staff and volunteers in relation to safeguarding adults work.

Link with other systems designed to protect other groups (e.g. Domestic Violence and Child Protection).


Safeguarding_Vulner
able_Adults_Guidanc


safeguarding_Vulner
able_Adults_Procedu


Thresholds_&_Pathw
ays_Guidance._final_


criply028
Safeguarding Childre

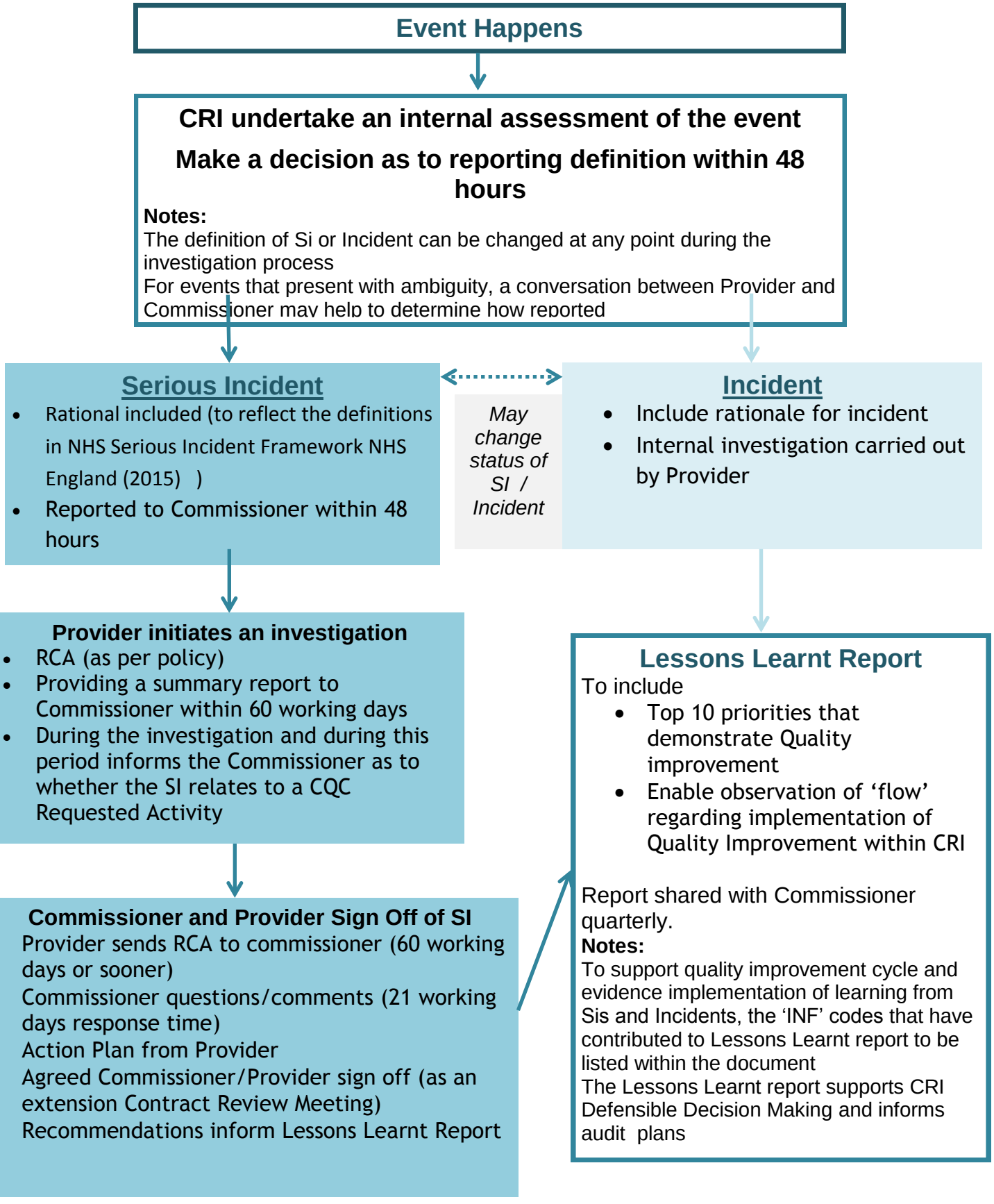

criply029
Safeguarding Adults a

Schedule G: Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing lessons learned from: (1) Serious Incidents (2) Reportable Service User Safety Incidents (3) Other Service User Safety Incidents (4) Non Service User Incidents
criply099 Incident Reporting Policy v4 J…
In finalising and agreeing Schedule G the following requirements are required: The Provider must report any Serious Incidents (SIs) via the Strategic Executive Information System (STEIS (http://nww.steis.doh.nhs.uk/steis/steis.nsf/steismain?readform) in line with the timeframes set out in the *NHS England Serious Incident Framework* (http://www.england.nhs.uk/ourwork/patientsafety/) and ensure such incidents are also reported to the National Reporting and Learning System (http://www.nrls.npsa.nhs.uk/report-a-patient-safety-incident/). Serious Incident reporting must be reflective of Care Quality Commission Core Standards and NICE Quality Improvement indicators: NRLS1 -consistent reporting of patient safety events NRLS2 -Timely reporting of patient safety events NRLS3 -rate of reported patient safety events The Provider must investigate any SI using appropriate Root Cause Analysis methodology as set out in the NHS Serious Incident Framework and relevant guidance or, where reasonably required by the commissioner in accordance with the NHS Serious Incident Framework, commission a fully independent investigation. The outcomes of any investigation, including the investigation report and relevant action plan should be reported to the Commissioner within the timescales set out in the NHS Serious Incident Framework. The Provider and Commissioner must ensure that the processes and principles set out in the Serious Incident Framework are incorporated into their organisational policies and standard operating procedures. The Provider must operate an internal system to record, collate and implement learning from all Service User safety incidents and will agree to share such information with the commissioner as the commissioner reasonably requires. (This is a requirement under the revised, more general provisions for Lessons Learned as stated in the Contract). The Commissioner should address any failure by the Provider to comply with the requirements specified in the Contract. However, Commissioners and Providers should

recognise the primary importance of encouraging and supporting the reporting of incidents in order to promote learning and the improvement of Service User safety. Incident reports must be welcomed and appreciated as opportunities to improve, not automatic triggers for sanction. Only where the Provider fails to report, or does not comply with the specific requirements as stated in the Contract or where the reporting of Service User safety incidents or SIs identifies a specific breach of contractual terms leading to the incident in question occurring, should the Commissioner address these using the formal processes of Review and Contract Management.

Death Investigation Guide and Form July


Event Happens
CRI undertake an internal assessment of the event
Make a decision as to reporting definition within 48 hours
Notes:
The definition of Si or Incident can be changed at any point during the investigation process
For events that present with ambiguity, a conversation between Provider and Commissioner may help to determine how reported
Serious Incident
Rational included (to reflect the definitions in NHS Serious Incident Framework NHS England (2015))
Reported to Commissioner within 48 hours
May change status of SI / Incident
Incident
Include rationale for incident
Internal investigation carried out by Provider
Provider initiates an investigation
RCA (as per policy)
Providing a summary report to Commissioner within 60 working days
During the investigation and during this period informs the Commissioner as to whether the SI relates to a CQC Requested Activity
Lessons Learnt Report
To include
Top 10 priorities that demonstrate Quality improvement
Enable observation of 'flow' regarding implementation of Quality Improvement within CRI
Report shared with Commissioner quarterly.
Notes:
To support quality improvement cycle and evidence implementation of learning from Sis and Incidents, the 'INF' codes that have contributed to Lessons Learnt report to be listed within the document
The Lessons Learnt report supports CRI Defensible Decision Making and informs audit plans
Commissioner and Provider Sign Off of SI
Provider sends RCA to commissioner (60 working days or sooner)
Commissioner questions/comments (21 working days response time)
Action Plan from Provider
Agreed Commissioner/Provider sign off (as an extension Contract Review Meeting)
Recommendations inform Lessons Learnt Report

Schedule H: Information provision

1. Table Summarising Reporting Requirements

National Requirements Reported Centrally		**Reporting Period**	**Format of Report**	**Timing and Method for Delivery of Report**
1.	NDTMS (for SMS)	As set out in Public Health England (PHE) Guidance	As set out in PHE Guidance	As set out in PHE Guidance
2.	As specified in the list of assessed mandated collections published on the HSCIC website to be found at: http://www.ic.nhs.uk/data collections as applicable to the Provider and Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance
Requirements Reported Locally		**Reporting Period**	**Format of Report**	Submitted a minimum of 5 days prior to relevant QCRM
3.	Audit	Annually	Copy of provider's own audit and plan	
4.	Service User Safety	Annually	Copy of Provider's strategy and thematic report	
5.	Service User Survey	Annually	Copy of survey results	
6.	Equality	Annually	Written summary of successes and constraints through case studies	
7.	Safeguarding	Annually	Self-assessment report	
8.	Staff Survey	Annually	Copy of survey results	
9.	Carer Survey	Annually	Copy of survey results	
10.	Mutual Aid	Annually	Written summary evidencing engagement in Mutual Aid and Peer support	
11.	Complaints	Quarterly	Short written summary of complaints	
12.	Summary report of all incidents requiring reporting	Quarterly	Number and types of incidents reported as Serious Incidents or to the CQC to be included in the Service	

			Quality Performance Report	
13.	Proportion of clients in treatment against prevalence estimates for opiate and/or crack cocaine	Quarterly	Excel spreadsheet	
14.	Waiting time over 3 weeks	Quarterly	Excel spreadsheet	
15.	Proportion retained over 12 weeks	Quarterly	Excel spreadsheet	
16.	Unplanned exits in 12 weeks	Quarterly	Excel spreadsheet	
17.	Care plans completed	Quarterly	Excel spreadsheet	
18.	Healthcare assessments completed	Quarterly	Excel spreadsheet	
19.	Nos of SUs who are parents	Quarterly	Excel spreadsheet	
20.	Completion of TOPs	Quarterly	Excel spreadsheet	
21.	Reduction across substance use	Quarterly	Excel spreadsheet	
22.	Proportion of successful completions	Quarterly	Excel spreadsheet	
23.	Proportion of successful completions not re-presenting	Quarterly	Excel spreadsheet	
Hepetitus B & C and BBV specific				
24.	Proportion screened for Hep B & C at commencement	Quarterly	Excel spreadsheet	
25.	Proportion received HCV test	Quarterly	Excel spreadsheet	
26.	No.s receiving Hep C test			
27.	Nos of positive HCV antigen/antibody	Quarterly	Excel spreadsheet	
28.	No. PCR positive	Quarterly	Excel spreadsheet	
29.	Percentage accepted HBV vaccs	Quarterly	Excel spreadsheet	
30.	Proportion accepted HBV vaccs and started course	Quarterly	Excel spreadsheet	
31	Proportion accepted HBV vaccs and completed course of 3	Quarterly	Excel spreadsheet	

	injections			
Quality Indicators (to include proportion split of CJ clients)				
32.	Total number in treatment	Quarterly across districts	Excel spreadsheet	
33.	New treatment journeys	Quarterly across districts	Excel spreadsheet	
34.	Waiting times	Quarterly across districts	Excel spreadsheet	
35.	TOP starts/reviews/exits	Quarterly across districts	Excel spreadsheet	
36.	Triage <48 hrs from referral	Quarterly across districts	Excel spreadsheet	
37.	1st appointment within 7 days	Quarterly across districts	Excel spreadsheet	
38.	GP letter < 2 weeks of assessment	Quarterly across districts	Excel spreadsheet	
39.	Pregnancy referrals to midwifery < 12 weeks to gestation	Quarterly across districts	Excel spreadsheet	
40.	% actively engaged with wraparound services	Quarterly across districts	Excel spreadsheet	
41.	Re-presentations within 6 months pf successful completion from 1st April 2016	Quarterly across districts	Excel spreadsheet	
CJ Specific Indicators				
42.	Percentage CJ referrals successfully engaged	Quarterly	Excel spreadsheet	
43.	Proportion community referrals engaged in prison treatment	Quarterly	Excel spreadsheet	
44.	Proportion prison referrals successfully engaged	Quarterly	Excel spreadsheet	
45.	No. of Rob orders given in the month	Quarterly across districts	Excel spreadsheet	
46.	DRR Caseload (Starts/completions/active)	Quarterly across districts	Excel spreadsheet	
47.	ATR Caseload (starts/completions/active)	Quarterly across districts	Excel spreadsheet	
48.	No. referred to structured treatment from an ATR	Quarterly across districts	Excel spreadsheet	

	route			
49.	Other information reasonably required by Commissioners in relation to the Contract	As and when required by the Commissioner	As stated by the Commissioner	As stated by the Commissioner
50.	Data Quality Improvement Plan (including data completeness)	As and when required by the Commissioner	As stated by the Commissioner	As stated by the Commissioner

The quarterly report will be provided to the Safer Nottinghamshire Board.

2. Client consent

The Provider should seek explicit, written consent for the following activities:

- Consent to share core data set with commissioner for validation
- Consent to use data for submission to National Drug Treatment Monitoring System (NDTMS) (ie passing data on to bodies that are not providing direct care or commissioning the service)
- Consent to use anonymised data extracts by commissioners for health needs analysis, equity profiles and audit.

Clients can and should be able to consent to interventions / treatment but refuse use of their data for other purposes. The provider must be able to accommodate this in their data systems.

3. Core dataset

The core dataset should capture demographic data for each client, but also details of each intervention/ treatment and outcomes as appropriate to the service.

The data should be reported on a row-by-row basis, to enable providers and commissioners to track service use and outcomes by population cohorts as well as assess health needs and carry out equity profiles and audit work.

The core set will include, but not be limited to, the following:

Data Item	Description
Date of Birth	
Gender	A self-chosen classification of the sex of a person

Ethnicity	Service User's ethnic category (using standard ONS categories)
Sexuality	Self-chosen classification of clients' sexuality
Religion	Self-chosen classification of clients' religion (using standard ONS categories)
Disability	Does the client have a physical or mental impairment which has a substantial and long-term adverse effect on their ability to carry out normal day-to-day activities?
Gender-reassignment	Is client the same legal gender as at birth (Y/N)
Pregnancy	Is the client pregnant?
ReferralDate	Referral to Agency: Date when the provider becomes aware that the client is waiting
ProviderCode	Organisation Provider code provided by NDTMS centre
ClientID	Local patient ID used to uniquely identify a patient within a Service
Consent for NDTMS	Whether client has consented to data sharing for defined further reporting (eg NDTMS) or processing of data
ClientPostcode	Full postcode (AN(8))
GPPractice Code	Unique national code for clients' registered General Practice (Letter followed by 5 digits)
Referral Source	How client was referred to the service (service specific list to be developed)
Discharge Date	Date client left service
Discharge Reason Code	The reason why the client left the service (service specific list to be developed)
Local Authority of Residence	Named local authority
Age at attendance	Age at attendance in years
Location Type	Physical location where Service User seen or services provided (service specific list to be developed)
Date treatment/ service started	Date specific treatment or intervention started
Date treatment/ service ended	Date specific treatment or intervention ended (not necessarily same as discharge date)

-

Schedule I: Transfer of and Discharge from Care Protocols

The detail is provided as an example of the required approach, with the expectation that the Transfer of and Discharge from care protocols will be confirmed with the Provider during the mobilisation period.

Example

Introduction

The risks inherent in discharge and the transfer of care, and particularly the failures due to poor communication throughout transfers and care handover are well documented. Therefore to ensure that good clinical processes are in place to support an individual's discharge and/or clinical handover of care the Provider is expected to have in place a Discharge and Transfer Policy.

This policy should set out standards relating to the safe and appropriate transfer and discharge of service users. It will therefore:

- Ensure a safe, timely and effective discharge/transfer for all service users
- Ensure the Service User is always treated as an individual with due regard shown to their personal choice, cultural characteristics and dignity.
- To ensure Service Users and carers are involved throughout the discharge/transfer planning process.
- To promote discharge planning in as early as possible during clinical/treatment intervention
- Ensure service users have been actively offered or where requested have facilitated access to mutual aid and self-help provision; relapse prevention advice and how to re-access clinical support

General Practitioner (GP)

- The service users GP should be informed of the services users discharge from clinical intervention/treatment by letter, detailing summary of care given and advice given
- The GP should be contacted by telephone prior to the Service User's discharge when: continuous medical treatment and/or monitoring is required, or when medical follow-up will be required by the GP within a week of discharge
- The GP should also be informed of the Service User's infection status

Transfer of care from the prison setting

There is a need to ensure that there is a safe chain of communication from clinicians in prison to clinical/treatment services in the community, to ensure that both the identity of service users and the detail of prescriptions have been passed on without error.

It is expected that both providers will work collaboratively to have in place a process to ensure that the minimum amount of information necessary is passed on immediately to ensure that treatment in the community can be continued safely.

There are also a number of other pieces of information which should be shared to ensure that continuing treatment in the community can be effective and comprehensive. Ensuring

that communication is possible by making the names and contact numbers of the clinicians involved readily available will enable the seamless transfer of care from prison to community. It is the responsibility of the substance misuse teams to work together to provide this information.

Schedule J: Service Quality Performance Report - Quality Indicators

The Commissioner will define the contents of this Report. This will be finalised during the Mobilisation Period and this will largely be narrative around the indicators which will include Recovery Action Plans.

Schedule K: Details of Review Meetings

Below is a summary of the Review Meetings the Commissioner will hold with the Provider/s. The Commissioner reserves the right at its sole discretion to add, delete or adjust the Review Meetings.

1. Summary Table of Review Meetings

MEETING	PURPOSE	FREQUENCY	ATTENDANCE
Strategic Service Review Group Meeting	To set the vision, direction and objectives and plan for the partnership to meet the service level and strategic objectives of the Commissioners.	Quarterly	See Terms of Reference (see section 4 below)
Quality Contract Review Meeting (QCRM)	To report and review progress against activity schedule and Service Outcomes	Monthly	see Terms of Reference (see section 5 below)
Inspections as required, for example, CQC	To give an overview on delivery to inspectors Provide policy and procedure reports as and when requested to inspectors	Ad hoc	Provider
Service User Experience Review Meetings	A general review of the performance of Services provided from a service user and carer perspective	Bi-annual (or as agreed between the Commissioner and Provider/s)	Service users, carers, providers and commissioners (see section 6 below)
Quality Audit Meetings	To agree a programme of quarterly visits (or such other timescales as agreed between the parties) to a selected service area, agreed in advance at QCRM	As agreed between the Commissioner and Provider/s	Service users, carers, providers and commissioners

2. Contract Management

2.1 The Public Health Contract Manager acts as the representative of the Commissioner for all purposes of this Contract. The Contract Manager shall:

- diligently supervise the performance of all Services instructed under this Contract;
- manage all Contract Quality and Review Meetings with the Provider (the location, frequency and time of which are specified by the Commissioner); and
- be available to the Provider at reasonable notice to resolve any issues arising in connection with this Contract.

2.2 The Provider will nominate a contract and performance lead who will act as the representative for all purposes of this Contract. They shall:

- diligently supervise the performance of all Services instructed under this Contract;
- attend all Contract, Quality and Review Meetings with the Commissioner (the location, frequency and time of which are specified by the Commissioner; and
- be available to the Commissioner at reasonable notice to resolve any issues arising in connection with this Contract.

The Public Health Contract and Performance lead Manager and Provider performance lead together are Key Personnel of this Contract.

3. Contract Governance and Review

3.1 Two groups shall be established with agreed Terms of Reference by the Parties as soon as practicable following execution of this Contract comprising:

- a Strategic Service Review Group; and
- a Contract Quality and Review Meeting group.

3.2 The objectives set out below are intended to capture the spirit of the charter between the Commissioner and its key Providers and the key elements of the intended ways of working. However, the intention is that this will to a large extent dictate the relationship between the parties. Although from time to time reference may be made to this Contract being a partnership, this does not create a partnership in Law. The joint objectives are:

- to improve the value for money of Services provided to the Commissioners by the Provider
- to improve processes and cycle times for engaging with the Provider and delivering the Service

- to maximise the outputs and outcomes from the Provider's interventions
- to engage with each other in such a way that the Provider's profit opportunities are maximised but consistent with achieving "Best Value" for the Commissioner and agreed levels of Service excellence.

3.3 The ways of working to achieve these objectives include:

- promoting innovation and continuous improvement in processes and costs
- acting and communicating openly and honestly in a spirit of collaboration and close working
- provide a working environment in which learning and improvement is fostered
- collect and share relevant and timely information that facilitates the partnering arrangement
- both Parties providing a manager to act as the focal point, co-ordinator and single accountability for delivering the objectives of the partnership ('Contract Manager')
- joint ownership of objectives, measures and targets that are used to drive improvements and act as a communication device for the Parties.

3.4 The Parties also agree to provide Director level (or equivalent) sponsors to oversee the strategy and ensure compliance with corporate governance best practice.

3.5 The Commissioner and the Provider agree to produce a joint plan within nine months of the contract start date for achieving the above objectives and to provide the time and resources to deliver that plan.

3.6 The performance and progress of the partnership will be reviewed at a minimum of four times a year and these reviews will both celebrate successes and identify areas for further improvement.

4. Terms of Reference for Strategic Service Review Group

Membership
Director of Public Health, Nottinghamshire County Council – Chair
Consultant in Public Health
Public Health Contract Manager
Senior Public Health Manager overseeing Contracts and Performance
Public Health Policy Lead

Senior Representation from the Provider

Changes to representation will be subject to Strategic Service Review Group agreement.

A quorum for meetings of the Strategic Service Review Group will be the Chairman and one of the named Commissioner representatives, plus one named representatives from each of the Providers.

Additional members may be invited or co-opted onto the Strategic Service Review Group as necessary – either as a one off, in observer capacity or to present a report and answer questions, or as a permanent member. Any permanent members will only be co-opted with the agreement of the Members.

Secretariat

The meetings will be organised and chaired by Public Health. The secretariat will be provided by the Commissioner.

The agenda and associated papers and reports will be circulated by email to all members of the Group at least 5 calendar days prior to the scheduled meeting date.

All meetings will have an agenda and this, along with any supporting papers and reports, will be circulated by email to all Group Members at least 5 calendar days prior to the scheduled meeting date. Any exceptional meeting protocol will be agreed by the Strategic Service Review Group within the first three planned meetings.

Frequency

The Strategic Service Review Group will be meet on a quarterly basis, with the opportunity to escalate any issues outside of the meeting process.

Role of the Strategic Service Review Group

The role of the Strategic Service Review Group will be to:

- Set the vision, direction and objectives and plan for the partnership to meet the service level and strategic objectives of the Commissioners. The plan would include review such as, where relevant, the Providers Business Plan, Continuity Plan, Quality Plans and Financial performance.
- Set a demand forecast with Providers, review any potential risks with meeting that demand and agreeing actions to minimise risks.
- Review the risks contained in the risk register reported to the Strategic Service Review Group by 'exception' by the Contract Quality and Review Group.
- Review the overall operation and performance of the Services in the delivery of a

Substance Misuse Service in Nottinghamshire.

- Review the Providers performance reported to the Strategic Service Review Group by 'exception' by the Contract Quality and Review Group.
- Receive and review a quarterly update report from the Contract Manager on key issues that would be of interest to or that will have direct impact upon the Providers.
- Receive and review a quarterly update report from the Providers on overall performance and operations carried out by the Providers.
- Endorse, monitor and review any procedures that govern the relationship between the Providers and the Commissioner under which the Contract is to be managed.
- Serve as a forum for the open exchange of ideas to enable the Parties to discuss the Commissioner's forthcoming service delivery requirements to ensure an integrated co-ordinated approach to fulfilling such requirements;
- Approval of the Providers annual activity plan and monitor progress towards achievement of the annual plan and then consider and take appropriate action to rectify variances.
- Receive and review a monthly report on the performance of the Contract against its KPIs.
- Consider and Approve any Variations to the Contract from Providers
- Consider and Approve any Variations to the Contract required by the Commissioner
- Note information and concerns about the use of Sub-Contractors,
- Consider any disputes arising from the performance of the Contract, and make appropriate recommendations to the Commissioner with regard to any extension, Variation, suspension or termination of the Contract, or part thereof.
- Decide on Cost per person per Month (CpppM) scheme details for the second and subsequent years of operations
- Recommend any contract extension when it falls due if the prevailing performance of the Services warrant such recommendation
- Review quarterly performance and approve it for Charges payment purposes
- Endorse CpppM cap and collars and implement them
- Approve any annual volume related pay discrepancies as a Service Credit
- Approve any project findings which risk adjust the CpppM for health risks.

Post Meeting

- Public Health will finalise minutes and circulate within two weeks post meeting date.
- The minutes will be signed off by both the Provider and Commissioner at the next meeting.
- All actions as a result of the Strategic Service Review Group will be recorded by the Public Health Contract Manager and form part of the overall contract work schedule for that contract.

Review

The Terms of Reference will be reviewed and amended as appropriate during the mobilisation period. After that time period they will be reviewed and amended on an annual basis.

Date

Terms of Reference written January 2014.

5. Terms of Reference for the Quality Contract Review Meeting

Membership

Public Health Manager – Contracts and Performance - Chair

Public Health Policy lead

The Senior Public Health Manager - Performance and Quality

Provider; Manager, Service Lead, Finance representatives

A quorum for the meeting will be the Chair, Public Health Policy Lead and representative from the Provider.

Additional members may be invited or co-opted onto the QCRM Group as necessary – either as a one off, in observer capacity or to present a report and answer questions.

Secretariat

The meetings will be organised and chaired by Public Health. The secretariat will be provided by the Commissioner.

The agenda and associated papers and reports will be circulated by email to all members of the Group at least 5 calendar days prior to the scheduled meeting date.

Frequency

The Quality, Contract Review Meetings will be conducted on monthly basis, with the opportunity to escalate any quality/performance issues or development opportunities outside

of the quality, contract review process.

Role of the QCRM Group

The role of the Public Health Quality Contract Review meeting is to provide commissioners with auditable and robust assurances that the outcomes of the service specification are being met and that a high quality service is being delivered. The meetings will ensure that any issues or concerns that are identified can then be recorded and addressed.

This will be done by:

- Monitoring and reviewing the performance of the Service by means of Key Performance Indicators which implicitly includes Sub-Contractor performance.
- Monitoring and reviewing the progress of Project task against their predicted task completion dates.
- To liaise with the Strategic Service Review Group and share with them the results of the Provider's performance of the Services with a view to identifying lessons that can be learnt or practices that can be improved upon.
- Reporting by exception to the Strategic Service Review Group and Public Health Committee.
- Making recommendations and observations regarding the operational performance of Providers and the ways in which performance needs to be, or might be, imposed.
- Identifying lessons that can be learnt or practises that can be improved upon.
- Monitoring and reviewing Providers risk register and highlight those risks that are to passed onto the Strategic Service Review Group via an exception report. This will include, but is not limited to, items such as safeguarding issues, CQC ratings changes, capacity constraints, cost constraints and general quality concerns.
- Ensuring any mitigation measures are put in place to prevent / mitigate any previously identified risks.
- Reviewing and discussing any amendments to the service specification.
- Ensuring any operational issues are dealt with in a timely and efficient manner to maintain efficient Service delivery.
- Reviewing Providers approved Sub-Contractor list and changes to it, to assure safety and quality objectives are covered.
- Agree annual audit visits plan.
- Reviewing any quality assurance audit reports and report any concerns to the Strategic Service Review Group.
- Reconciling volume related pay discrepancies at the end of each Contract Year.

- Track volume related pay discrepancies.

Post Meeting

- Public Health will escalate any immediate concerns to Senior Public Health Manager Contracts and Quality, Public Health Consultant with responsibility for the service area and Associate Director of Public Health.
- Public Health will finalise minutes and circulate within two weeks post meeting date.
- The minutes will be signed off by both the Provider and Commissioner at the next meeting.
- All actions as a result of the Quality Service Review Meeting will be recorded by the Public Health Contract Manager and form part of the overall contract work schedule for that contract.

Review

The Terms of Reference will be reviewed and amended as appropriate during the mobilisation period. After that time period they will be reviewed and amended on an annual basis.

Date

Terms of Reference written January 2014.

6. Service User Experience Meetings

Further Quality Contract and Review meetings may be attended by other representatives of the Provider and the Commissioners as mutually agreed between the Parties. These may focus on Service User experience and the agenda shall include, but shall not be limited to, the following:

- Biannual review bringing together service users, carers, providers and commissioners to explore experiences of the service and develop pathways to services.
- The Service User Satisfaction Survey.
- The level of improvement achieved in respect of the Contract Standard, Service Levels and the Outcomes for Service Users.
- A general review of the performance of the Services provided.
- Service User complaints.
- Policy and practice issues relating to this Contract.
- The Provider's processes for monitoring equality in employment and service delivery.
- Safeguarding Adults.

7. Quality Audit Meetings

7.1 As part of this Contract the Commissioners will carry out Quality Audits, the details of which will be forwarded to Providers in advance of any Quality Audit visit. The audits will be conducted in such a way as to ensure outcomes for service users are being met.

7.2 The Commissioner specially reserves the right to inspect payroll records for the sole purpose of ensuring that appropriate payment is made for travel time and expenses.

7.3 A summary report of the visit will be provided by the Commissioner and shared at the next QCRM and shared internally within Commissioner organisation, for example: Public Health Senior Leadership Team (PH SLT)

Schedule L: Recorded Variations

1. GENERAL PRINCIPLES

1.1 Where the Commissioners or the Provider sees a need to vary this Contract, the Commissioners may at any time request, and the Provider may at any time recommend, such Variation only in accordance with the procedure set out in Clause 2 of this Schedule 7 ('Variation Procedure').

1.2 Until such time as a Variation is made in accordance with the Variation Procedure, the Commissioners and the Provider shall, unless otherwise agreed in writing, continue to perform this Contract in compliance with its terms before such Variation.

1.3 Any discussions which may take place between the Commissioners and the Provider in connection with a request or recommendation before the authorisation of a resultant Variation shall be without prejudice to the rights of either Party.

1.4 Any work undertaken by the Provider and the Staff which has not been authorised in advance by a Variation, and which has not been otherwise agreed in accordance with the provisions of this Schedule 7, shall be undertaken entirely at the expense and liability of the Provider.

2. PROCEDURE

2.1 Discussion between the Commissioners and the Provider concerning a Variation shall result in any one of the following:

a) no further action being taken; or

b) a request to vary this Contract by the Commissioners; or

c) a recommendation to vary this Contract by the Provider.

2.2 Where a written request for an amendment is received from the Commissioners, the Provider shall, unless otherwise agreed, submit a copy of the proposed Variation to the Commissioners within three weeks of the date of the request.

2.3 A recommendation to amend this Contract by the Provider shall be submitted directly to the Commissioners at the time of such recommendation. The Commissioners shall give its response to the proposed Variation within three weeks.

2.4 Each proposed Variation shall contain:

a) the title of the Variation;

b) the originator and date of the request or recommendation for the Variation;

c) the reason for the Variation;

d) full details of the Variation, including any specifications;

e) the price, if any, of the Variation;

f) a timetable for implementation, together with any proposals for acceptance of the Variation;

g) a schedule of payments if appropriate;

h) details of the likely impact, if any, of the Variation on other aspects of this Contract including:

    a. the timetable for the provision of the Variation;

    b. the personnel to be provided;

    c. the Charges;

    d. the Documentation to be provided;

    e. the training to be provided;

    f. working arrangements;

    g. other contractual issues;

i) the date of expiry of validity of the Variation; and

j) provision for signature by the Commissioners and the Provider.

2.5 For each proposed Variation submitted by the Provider the Commissioners shall, within the period of the validity of the proposed Variation:

a) allocate a sequential number to the proposed Variation; and

b) evaluate the proposed Variation and, as appropriate:

    a. request further information;

    b. arrange for two copies of the Variation to be signed by or on behalf of the Commissioners and return one of the copies to the Provider; or

    a. notify the Provider of the rejection of the Variation.

2.6 A Variation signed by the Commissioners and by the Provider shall constitute an amendment to this Contract.

2.7 A draft Variation is appended at Appendix 1 to this Schedule.

APPENDIX 1

CONTRACT VARIATION

DATED : *[insert date this variation is signed off by Commissioner(once it has been signed by Provider]*

BETWEEN:

(1) [insert full details of the Commissioner] (the "Commissioner'); and

(2) [*insert full name and address of provider as on original contract*] (the "Provider')

RECITALS

(A) By an agreement dated [*original date*] (the "Contract') the Provider agreed to provide the services set out in that Contract to the Commissioner.

(B) Pursuant to the Contract, the Commissioner and the Provider have agreed to amend the provisions of the Contract in the manner set out below.

(C) The document attached as the schedule to this Agreement incorporates the variations the Commissioner and the Provider have now agreed to make in relation to the Contract ('Schedule 1').

IT IS AGREED as follows:

1 The Commissioner and the Provider agree that the provisions of the Contract shall be varied as set out in Schedule 1 wherever the provisions of Schedule 1 differ in any way from the provisions of the Contract. The Commissioner and the Provider further agree that such variations shall be deemed to have taken effect on [*insert date of implementation*] (the "Variation Effective Date").

2 For the avoidance of doubt, clause 1 above applies to the definitions, the operative provisions in, and the schedules to the Contract and Schedule 1 of this Variation..

3 This Agreement constitutes a variation for the purposes of the Contract.

4 Save as expressly varied by the provisions of this Agreement the Contract shall continue in full force and effect.

5 This Agreement is governed by, and shall be construed and interpreted in accordance with, English law.

AGREED by the parties through their authorised signatories

SCHEDULE 1

Contract name / reference	
Title:	*(reason, ie Change in Contract Price)*
Originator:	*(Provider or Commissioner)*
Reason for request:	*(Brief reason, ie VFM exercise, strategic review, change in service hours, reduction in price, increase in units etc)*
Details of Amendment:	*(Describe the changes, ie increase in price, units, hours, change of districts, service spec etc - and then would refer to the revised service schedules which needs to pasted after this table, the service schedules will have the revised details on, or this bit could refer to a clause in main contract that is being changed so you would detail the changes and the clause here).*
Implementation Timetable:	*(Date changes effective from, could be in future, could be a retrospective variation etc)*
Schedule of Payments:	As per the Contract / as varied
Impact on other terms of the Contract:	None
Expiry Date of variation:	Termination of the Contract

For and on behalf of **THE CONTRACTING BODY**

Authorised Signatory 1:

Name:

Designation:

Date:

Authorised Signatory 2:

Name:

Designation:

Date:

For and on behalf of **THE PROVIDER**

Authorised Signatory 1:

Name:

Designation:

Date:

Authorised Signatory 2:

Name:

Designation:

Date:

Schedule M: Dispute Resolution

Part One: Dispute Resolution Process

1. ESCALATED NEGOTIATION

a) Except to the extent that any injunction is sought relating to a matter arising out of the Contract Confidentiality clause, if any Dispute arises out of or in connection with this Contract, the Parties must first attempt to settle it by either of them making a written negotiation offer to the other, and during the 15 Business Days following receipt of the first such offer (the "Negotiation Period") each of the Parties shall negotiate in good faith and be represented:

i. for the first 10 Business Days, by a senior person who where practicable has not had any direct day-to-day involvement in the matter that led to the Dispute and has authority to settle the Dispute; and

ii. for the last 5 Business Days, by its chief executive, director, or board member who has authority to settle the Dispute,

provided that no Party in Dispute where practicable shall be represented by the same individual under paragraphs 1.1.1 and 1.1.2.

2. MEDIATION

2.1 If the Parties are unable to settle the Dispute by negotiation, they must within 5 Business Days after the end of the Negotiation Period submit the Dispute to mediation by CEDR or other independent body or organisation agreed between the Parties and set out in Part 2 of this Schedule M.

2.2 The Parties will keep confidential and not use for any collateral or ulterior purpose all information, whether given orally, in writing or otherwise, arising out of or in connection with any mediation, including the fact of any settlement and its terms, save for the fact that the mediation is to take place or has taken place.

2.3 All information, whether oral, in writing or otherwise, arising out of or in connection with any mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever.

3. EXPERT DETERMINATION

3.1 If the Parties are unable to settle the Dispute through mediation, then either Party may give written notice to the other Party within 10 Business Days of closure of the failed mediation of its intention to refer the Dispute to expert determination. The Expert Determination Notice must include a brief statement of the issue or issues which it is desired to refer, the expertise required in the expert, and the solution sought.

3.2 If the Parties have agreed upon the identity of an expert and the expert has confirmed in writing his readiness and willingness to embark upon the expert determination, then that person shall be appointed as the Expert.

3.3 Where the Parties have not agreed upon an expert, or where that person has not confirmed his willingness to act, then either Party may apply to CEDR for the appointment of an expert. The request must be in writing, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously

to the other Party. The other Party may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.

3.4 The Party serving the Expert Determination Notice must send to the Expert and to the other Party within 5 Business Days of the appointment of the Expert a statement of its case including a copy of the Expert Determination Notice, the Contract, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies. The statement of case must be confined to the issues raised in the Expert Determination Notice.

3.5 The Party not serving the Expert Determination Notice must reply to the Expert and the other Party within 5 Business Days of receiving the statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.

3.6 The Expert must produce a written decision with reasons within 30 Business Days of receipt of the statement of case referred to in paragraph 1.9, or any longer period as is agreed by the Parties after the Dispute has been referred.

3.7 The Expert will have complete discretion as to how to conduct the expert determination, and will establish the procedure and timetable.

3.8 The Parties must comply with any request or direction of the Expert in relation to the expert determination.

3.9 The Expert must decide the matters set out in the Expert Determination Notice, together with any other matters which the Parties and the Expert agree are within the scope of the expert determination. The Expert must send his decision in writing simultaneously to the Parties. Within 5 Business Days following the date of the decision the Parties must provide the Expert and each other with any requests to correct minor clerical errors or ambiguities in the decision. The Expert must correct any minor clerical errors or ambiguities at his discretion within a further 5 Business Days and send any revised decision simultaneously to the Parties.

3.10 The Parties must bear their own costs and expenses incurred in the expert determination and are jointly liable for the costs of the Expert.

3.11 The decision of the Expert is final and binding, except in the case of fraud, collusion, bias, or material breach of instructions on the part of the Expert at which point a Party will be permitted to apply to Court for an Order that:

3.11.1 the Expert reconsider his decision (either all of it or part of it); or

3.11.2 the Expert's decision be set aside (either all of it or part of it).

3.12 If a Party does not abide by the Expert's decision the other Party may apply to Court to enforce it.

3.13 All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings.

3.14 The Expert is not liable for anything done or omitted in the discharge or purported discharge of his functions, except in the case of fraud or bad faith, collusion, bias, or material breach of instructions on the part of the Expert.

3.15 The Expert is appointed to determine the Dispute or Disputes between the Parties and his decision may not be relied upon by third parties, to whom he shall have no duty of care.

Part Two: Nominated Mediation Body

This Clause/Paragraph is not used.

Part Three: Recorded Dispute Resolutions

This Clause/Paragraph is not used.

Schedule N: Exit Management Plan

EXIT MANAGEMENT PLAN AGREEMENT

THIS AGREEMENT IS DATED……

PARTIES

1) The Nottinghamshire County Council

2) ……

IT IS AGREED

PROVIDER OBLIGATIONS

1. The Provider shall co-operate fully with the Authority and the successor provider to migrate the Services, Service Users and Staff as required in an orderly manner to the successor provider.
2. Without prejudice to the generality of clause 1, the Provider shall provide on request from the Authority:
   2.1 in respect of any person engaged in the Services, a list of Service Users and their data together with any additional information required by the Authority, including information in respect of the Service User pathway;
   2.2 and at such times as required by TUPE, in respect of any person engaged or employed by the Provider or any sub-contractor in the provision of the Services, a staff list and the required staffing information together with any additional information required by the Authority, including information as to the application of TUPE to the employees.
3. The Provider shall notify the Authority of any material changes to the information provided in Clause 2 as and when they occur.
4. The Provider shall co-operate fully with the Authority in respect of the end of contract reporting requirements as further detailed in the Contract.
5. The Provider shall submit their final invoice within one calendar month of the Expiry Date of the Contract.

AUTHORITY OBLIGATIONS

6. The Authority shall assist the Provider as far as practicable in the transition period.
7. Without prejudice to the generality of clause 6, the Authority shall:

7.1 provide to the Provider, contact details for the successor provider within five Working Days of the date of this Exit Management Plan.

7.2 agree the final invoice received from the Provider and make payment to the Provider of the agreed sum within 30 days

SPECIFIC OBLIGATIONS OF THE PARTIES

Without prejudice to the generality of the above clauses, the Parties agree to:

(please include below any specific actions agreed between the parties)

Signed:

……

Authorised Signatory Provider

……

Authorised Signatory Council

Schedule 0: Quality Assurance

1. INTERPRETATION

The definitions in this paragraph apply in this schedule.

Defined Terms and Expressions	Definition
Benchmarked Services	the Services taken as a whole.
Benchmarker	the independent third party appointed by the Commissioners following discussions with the Provider under Clause 4 of this Schedule P.
Comparison Sample	a sample of organisations providing Equivalent Services identified in accordance with Clause 5.1(d) of this Schedule P.
Equivalent Services	services that are identical, or similar in all material respects, to the Services (including in terms of scope, specification, volume and quality of performance) that are generally available within the UK and are supplied to a customer similar in size and nature to the Commissioners over a similar period.
Median Price	in relation to the Equivalent Services provided by a Comparison Sample, the median price of the relevant services over the previous 12-month period. In the event that there are an even number of organisations in the Comparison Sample then the Median Price will be the arithmetic mean of the middle two prices.

2. BENCHMARK REVIEW

2.1 The Commissioners may, by written notice, require a Benchmark Review of the Services in accordance with the provisions of this Schedule O.

The first Benchmark Review may not take place until at least [18] months after the Commencement Date and each subsequent Benchmark Review must be at least [12] months after the previous one.

2.2 Subject to Clause 2.4 of this Schedule O, if any Benchmark Review determines that the Contract Price does not represent Good Value (as defined in Clause 3.2 of this Schedule O), then the Provider shall, in accordance with Schedule L and within three months of completion of the Benchmark Review, make a proposal for a changes to the Services, with the Contract Price representing Good Value in accordance with the recommendations of the Benchmarker under Clause 6.1(c) of this Schedule O, and modifications may be made to the Services and the Service Levels.

2.3 On receipt of the proposal from the Provider under Clause 2.2 of this Schedule O the

Commissioners shall have the option to:

a) accept the new proposal in which case the Parties shall record the change in accordance with Schedule L; or

b) reject the proposal and elect to continue to receive the Services on the existing basis; or

c) reject the proposal and terminate this Contract by applying [insert reference to Termination Clause]

2.4 If the Provider reasonably believes the Benchmarker has not complied with the provisions of this Schedule O in any material respects, or that the Benchmarker has made a manifest error in determining the results of the Benchmark Review, the Provider may dispute the Benchmark Report and the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

3. PURPOSE AND SCOPE OF BENCHMARK REVIEW

3.1 The purpose of the Benchmark Review shall be to establish whether the Services as a whole are Good Value.

3.2 The Benchmarked Services as a whole shall be Good Value if the Contract Price attributable to the Services are, having regard to the Service Levels, less than or equal to [10]% more than the Median Price for Equivalent Services provided by a Comparison Sample.

4. APPOINTMENT OF BENCHMARKER

4.1 Each Benchmark Review shall be performed by an independent third party appointed by agreement between the parties.

4.2 The Commissioners has the right at any time to require the Benchmarker to enter into an appropriate and reasonable confidentiality undertaking directly with it.

4.3 Each Party shall bear its own costs relating to a Benchmark Review, save that the costs and expenses of the Benchmarker shall be shared equally by the parties.

4.4 The Benchmarker shall conduct the Benchmark Review by applying the following general principles and criteria:

a) benchmarking shall be carried out in an independent and objective manner;

b) the Benchmarker shall be jointly instructed by the Parties;

c) benchmarking shall be truly comparative in respect of the technology, Services and Service Levels;

d) benchmarking shall be structured and undertaken in a way that causes the minimum disruption possible; and

e) immediately following selection of the Benchmarker, the Parties and the Benchmarker shall agree the general principles and method of benchmarking.

4.5 The Provider shall not be deemed to be in breach for any failure to perform any obligation under this Contract where such failure results from any disruption to the Provider's performance as a result of disruption caused by the Benchmarker.

5. BENCHMARKING PROCESS

5.1 The Commissioners's instructions to the Benchmarker shall require the Benchmarker to produce, and to send to each Party for approval, a draft plan for the Benchmark Review within 10 days after the date of appointment of the Benchmarker. The plan shall include:

a) a proposed timetable for the Benchmark Review (including for delivery of the Benchmarking Report);

b) a description of the information that the Benchmarker requires each Party to provide;

c) a description of the benchmarking methodology to be used; and

d) details of any organisations providing Equivalent Services which the Commissioners proposes, having consulted with the Provider (and including any organisations providing Equivalent Services reasonably proposed by the Provider), are included within the Comparison Sample.

5.2 In carrying out the benchmarking analysis, the Benchmarker shall have regard to the following matters when performing a comparative assessment of the Benchmarked Services:

a) the contractual and business environment under which the Equivalent Services are being provided;

b) any front-end investment and development costs;

c) the Provider's risk profile, including the financial, performance or liability risk (including any limitation or exclusion or limitation of the Provider's liability under this Contract) associated with the provision of the Equivalent Services as a whole; and

d) any other factors reasonably identified by the Provider which, if not taken into consideration, could unfairly cause the Provider's pricing to appear non-competitive.

5.3 Each Party shall give notice in writing to the Benchmarker and to the other Party within 10 days after receiving the draft plan, advising whether it approves the draft plan or, if it does not approve the draft plan, suggesting amendments to that plan. Neither Party may unreasonably withhold its approval of the draft plan and any suggested amendments shall be reasonable.

5.4 Where a Party suggests amendments to the draft plan under Clause 5.3 of this Schedule O, the Benchmarker shall, if it believes the amendments are reasonable, produce an amended draft plan. Clause 5.2 of this Schedule O shall apply to any amended draft plan. If the Benchmarker believes that the suggested amendments are not reasonable then the Benchmarker shall discuss the amendments with the Parties to reach a resolution. If the Parties are unable to agree a resolution within 10 days of the matter first being referred to each of them by the Benchmarker for discussion, then such matter shall be resolved in accordance with the Dispute Resolution Procedure.

5.5 Failure by a Party to give notice under Clause 5.3 of this Schedule O shall be treated as approval of the draft plan by that Party.

5.6 Once the plan is approved by both Parties, the Benchmarker shall carry out the Benchmark Review in accordance with it. Each Party shall, to the extent it is not

precluded from doing so by confidentiality obligations owed to third parties, provide the information described in the plan, together with any additional information reasonably required by the Benchmarker.

5.7 The Benchmarker shall share with the Parties, in an even-handed manner, all data relating to the Benchmarking and the Benchmarking Report to the extent that it is lawfully able to do so.

5.8 In conducting the Benchmark Review, the Benchmarker shall apply correction factors to the information to take account of reasons for difference in accordance with his professional judgement. Such normalisation information shall be available for approval by the parties before the production of the Benchmarking Report.

5.9 The Benchmarker shall perform the Benchmark Review in a fully transparent and open manner, and shall promptly provide the Commissioners and the Provider with full details of all data and methodologies employed at all stages of the Benchmark Review.

6. BENCHMARK REPORT

6.1 The Benchmarker shall prepare a Benchmark Report setting out its findings. Those findings shall:

a) include a finding as to whether or not the Benchmarked Services as a whole are Good Value;

b) include other findings regarding the quality and competitiveness or otherwise of the Services; and

c) if the Benchmarked Services as a whole are not Good Value, specify the changes that would be required to the Services, and in particular to the Charges, that would be required to make the Benchmarked Services Good Value.

6.2 If the Benchmark Report states that the Services, Charges or Service Levels (or any part of them) that are benchmarked are not Good Value then Clause 2.2 of this Schedule O shall apply.

Schedule P: TUPE

PART 1. TRANSFER OF EMPLOYEES

1. DEFINITIONS

The definitions in this paragraph apply in this schedule:

Defined Terms and Expressions	Definition
Effective Date:	the date(s) on which the Services (or any part of the Services) transfer from any Third Party Employer to the Provider or Sub-Contractor, and a reference to Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Provider or Sub-Contractor.
Employee Liability Information:	the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE: a) the identity and age of the employee; and b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996); and c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where [the Employment Act 2002 (Dispute Resolution) Regulations 2004 (SI 2004/752) and/or] a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years; and d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the Provider arising out of the employee's employment with the transferor; and e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.
Employment Liabilities:	all claims, including claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses

	reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses.
Redundancy Costs:	statutory redundancy payments, contractual redundancy payments and contractual notice pay payable by the Provider to the Redundant Transferring Employees, but excluding any payments or liabilities arising from any claim as to the fairness of the dismissal and/or unlawful discrimination.
Redundant Transferring Employees:	Transferring Employees whom the Provider has dismissed following a lawful redundancy within 6 months of the Effective Date.
Relevant Employees:	those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Commissioners or a Replacement Provider by virtue of the application of TUPE.
Provider's Final Staff List:	the list of all the Provider's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date.
Provider's Provisional Staff List:	the list prepared and updated by the Provider of all the Provider's [and Sub-Contractor's] personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list.
Service Transfer Date:	the date on which the Services (or any part of the Services), transfer from the Provider or Sub-Contractor to the Commissioners or any Replacement Provider.
Staffing Information:	in relation to all persons detailed on the Provider's Provisional Staff List, in an anonymised format, such information as the Commissioners may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, Providers or consultants, agency workers or otherwise, and the amount of time spent on the provision of the Services.
Third Party Employee:	employees of Third Party Employers whose contract of employment transfer with effect from the Effective Date to the Provider or Sub-Contractor by virtue of the application of TUPE .
Third Party Employer:	a Provider engaged by the Commissioners to provide Services to the Commissioners and whose employees will transfer to the Provider on the Effective Date.
Transferring	employees of the Commissioners whose contracts of employment transfer with effect from the Effective Date to the Provider by virtue of the application

Employees:	of TUPE .

2. TRANSFER OF EMPLOYEES TO THE PROVIDER

2.1 The Commissioners and the Provider agree that where the identity of the provider of any of the Services changes, this shall constitute a Relevant Transfer and the contracts of employment of any Transferring Employees and Third Party Employees shall transfer to the Provider or Sub-Contractor. The Provider shall comply and shall procure that each Sub-Contractor shall comply with their obligations under TUPE. The first Relevant Transfer shall occur on the Effective Date.

2.2 The Commissioners shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the Effective Date. The Commissioners shall provide and, where necessary, update the Employee Liability Information for the Transferring Employees to the Provider, as required by TUPE. The Commissioners shall warrant that such information is complete and accurate as it is aware or should reasonably have been aware as at the date it is disclosed.

2.3 Subject to Clause 2.4 of this Schedule P, the Commissioners shall indemnify the Provider against any losses, except indirect losses incurred by the Provider or any relevant Sub-Contractor in connection with any claim or demand by any Transferring Employee arising out of the employment of any Transferring Employee. This indemnity shall apply provided that it arises from any act, fault or omission of the Commissioners in relation to any Transferring Employee prior to the Effective Date (except where such act, fault or omission arises as a result of the Provider or any relevant Sub-Contractor's failure to comply with regulation 13 of TUPE) and any such claim is not in connection with the transfer of the Services by virtue of TUPE on the Effective Date.

2.4 The Provider shall be liable for and indemnify and keep indemnified the Commissioners and any Third Party Employer against Employment Liabilities arising from or as a consequence of:

a) any proposed changes to terms and conditions of employment the Provider or Sub-Contractor may consider taking on or after the Effective Date;

b) any of the employees informing the Commissioners and any Third Party Employer they object to being employed by the Provider or Sub-Contractor; and

c) any change in identity of the Transferring Employees' and Third Party Employees' employer as a result of the operation of TUPE or as a result of any proposed measures the Provider or Sub-Contractor may consider taking on or after the Commencement Date.

2.5 The Provider shall be liable for and indemnify and keep indemnified the Commissioners and any Third Party Employer against any failure to meet all remuneration, benefits, entitlements and outgoings for the Transferring Employees, the Third Party Employees, and any other person who is or will be employed or engaged by the Provider or any Sub-Contractor in connection with the provision of the Services, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national

insurance contributions, pension contributions and otherwise from and including the Effective Date.

2.6 The Provider shall immediately on request by the Commissioners and/or the Third Party Employer provide details of any measures that the Provider or any Sub-Contractor of the Provider envisages it will take in relation to any Transferring Employees and the employees of any Third Party Employer including any proposed changes to terms and conditions of employment. If there are no measures, the Provider shall give confirmation of that fact, and shall indemnify the Commissioners and any Third Party Employer against all Employment Liabilities resulting from any failure by it to comply with this obligation.

2. EMPLOYMENT EXIT PROVISIONS

3.1 This Contract envisages that subsequent to its commencement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Contract, or part or otherwise) resulting in a transfer of the Services in whole or in part (Subsequent Transfer). If a Subsequent Transfer is a Relevant Transfer then the Commissioners or Replacement Provider will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.

3.2 The Provider shall [and shall procure that any Sub-Contractor shall] on receiving notice of termination of this Contract or otherwise, on request from the Commissioners and at such times as required by TUPE, provide in respect of any person engaged or employed by the Provider or any Sub-Contractor in the provision of the Services, the Provider's Provisional Staff List and the Staffing Information together with any additional information required by the Commissioners, including information as to the application of TUPE to the employees. The Provider shall notify the Commissioners of any material changes to this information as and when they occur.

3.3 At least 28 days prior to the Service Transfer Date, the Provider shall [and shall procure that any Sub-Contractor shall] prepare and provide to the Commissioners and/or, at the direction of the Commissioners, to the Replacement Provider, the Provider's Final Staff List, which shall be complete and accurate in all material respects. The Provider's Final Staff List shall identify which of the Provider's and Sub-Contractor's personnel named are Relevant Employees.

3.4 The Commissioners shall be permitted to use and disclose the Provider's Provisional Staff List, the Provider's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Provider for any services that are substantially the same type of services as (or any part of) the Services.

3.5 The Provider warrants that the Provider's Provisional Staff List, the Provider's Final Staff List and the Staffing Information (TUPE Information) will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Provider's Final Staff List.

3.6 The Provider shall [and shall procure that any Sub-Contractor shall] ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.

3.7 Any change to the TUPE Information which would increase the total employment costs of the staff in the six months prior to termination of this Contract shall not (so far as

reasonably practicable) take place without the Commissioners' prior written consent, unless such changes are required by law. The Provider shall and shall procure that any Sub-Contractor shall supply to the Commissioners full particulars of such proposed changes and the Commissioners shall be afforded reasonable time to consider them.

3.8 The Provider shall indemnify and keep indemnified in full the Commissioners and at the Commissioners' request each and every Replacement Provider against all Employment Liabilities relating to:

a) any person who is or has been employed or engaged by the Provider or any Sub-Contractor in connection with the provision of any of the Services; or

b) any trade union or staff association or employee representative (where such claim arises as a result of any act, fault or omission of the Provider and/or any Sub-Contractor),

arising from or connected with any failure by the Provider and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.

3.9 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.

3.10 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to Clause 3.1 to Clause 3.8 of this Schedule P, to the extent necessary to ensure that any Replacement Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Provider by the Provider or the Commissioners in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

3.11 Despite Clause 3.10 of this Schedule P, it is expressly agreed that the parties may by agreement rescind or vary any terms of this contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

3.12 During the 3 months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract or of any Service being given, the Provider must not and must procure that its Sub-Contractors do not, without the prior written consent of the Co-ordinating Commissioner, in relation to any persons engaged in the provision of the Services or the relevant Service:

- terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);
- increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any Sub-Contractor by more than 5% (except in the ordinary course of business);
- propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the individuals engaged in the provision of the Services or the relevant Service;

- replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or
- assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.

3.13 On termination or expiry of this Contract or of any Service for any reason, the Provider must indemnify and keep indemnified the relevant Commissioners and any new provider who provides any services equivalent to the Services or any of them after that expiry or termination against any Losses in respect of:

- the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the Provider and/or any Sub-Contractor before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Provider and/or any Sub-Contractor;
- claims brought by any other person employed or engaged by the Provider and/or any Sub-Contractor who is found to or is alleged to transfer to any Commissioner or new provider under TUPE; and/or
- any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE in connection with any transfer to any Commissioner or new provider.

3.14 The Commissioners must use all reasonable endeavours to procure that any new provider who provides any services equivalent to the Services or the relevant Service after expiry or termination of this Contract or of any Service will indemnify and keep indemnified the Provider and/or any Sub-Contractor against any Losses in respect of:

- 5.17.1 any failure by the new provider to comply with its obligations under TUPE in connection with any relevant transfer under TUPE to the new provider;
- 5.17.2 any claim by any person that any proposed or actual substantial change by the new provider to that person's working conditions or any proposed measures on the part of the new provider are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE to the new provider on expiry or termination of this Contract or of any Service; and/or
- 5.17.3 any claim by any person in relation to any breach of contract arising from any proposed measures of the new provider, whether that claim arises before or after the date of any relevant transfer under TUPE to the new provider on expiry or termination of this Contract or of any Service.

PART 2. TRANSFERRING AND THIRD PARTY EMPLOYEES

Transferring Employees	Third Party Employees

PART 3. RE-TENDERING AND HANDOVER

1.1 Within 30 Working Days of being so requested by the Commissioners, the Provider shall provide and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Commissioners to issue invitations to offer for the future provision of the Services and it shall be the Provider's responsibility to get all consents or permits necessary to pass that information to the Commissioners.

1.2 Where, in the opinion of the Commissioners, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "Regulations") are likely to apply on the termination or expiration of the Contract, the information to be provided by the Provider under Clause 11.1 shall include, as applicable, accurate information relating to the employees or personnel under the control of the Provider who would or could be transferred under the Regulations (the "Employees") and such other relevant information as may be reasonably required for disclosure to third parties intending to submit tenders for any subsequent contract for the provision of the Services ("the Workforce Information").

1.3 The Provider shall advise the Commissioners immediately of any changes to the Workforce Information between the date on which it is provided and the Contract expiry date and shall ensure that the information disclosed is accurate and up to date as at the expiry date and that all known existing liabilities relating to the Employees have been discharged.

1.4 The Provider shall indemnify each Commissioner against any claim made against that Commissioner at any time by any person in respect of the liability incurred by that Commissioner arising from any deficiency or inaccuracy in information, which the Provider is required to provide under Clause 11.2.

1.5 The Provider shall, if required by the Commissioners, provide an undertaking and warranty to any person to whom the Staff may transfer pursuant to TUPE to the effect the Provider has discharged all its obligations as employer in relation to the Employees.

1.6 The Provider shall co-operate fully with the Commissioners during the handover arising from the completion or earlier termination of the Contract. This co-operation, during the setting up operations period of the new Provider, shall extend to consultation with the Employees allowing full access to, and providing copies of all documents, reports, summaries and other information necessary in order to achieve an effective transition without disruption to the routine operational requirements.

1.7 Within 20 (twenty) Working Days of being so requested by the Commissioners, the Provider shall transfer to the Commissioners, or any person designated by the Commissioners, free of charge, all computerised filing, recordings, documentation, planning and drawings held on software and utilised in the provision of the services. The transfer shall be made in a fully indexed and catalogued disk format to operate on a proprietary software package identical to that used by the Commissioners.

Schedule Q: Provider Bid

Annex A

SIGNATURE CLAUSE

CALL-OFF CONTRACT

The Provider and the Contracting Body agree through their authorised signatories to enter into this legally binding Call-Off Contract comprising the Conditions of the Contract, except Clause A4, the Schedules and this Clause.

The Common Seal of

THE NOTTINGHAMSHIRE COUNTY COUNCIL

was affixed in the presence of:

Authorised Signatory

Signed and Delivered as a Deed by the **CRIME REDUCTION INITIATIVES LIMITED** acting by two Directors and the Company Secretary or by two Directors whose signatures are hereby subscribed:

Director . . . . . Print Name . . . . . .

Director/Secretary . . . . . Print Name . . . . . .

[i] HM Government (2010) Drug Strategy 2010:Restricting demand, reducing supply, building recovery. London. Home Office

[ii] UK Drug Policy Commission (2008) The UK Drug Policy Commission Recovery Consensus group: A vision of recovery. London. UK Drug Policy Commission

[iii] As of XXX data source NDTMS