personal info

UK-Shrewsbury: Health and social work services.

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Section I: Contracting Authority

I.1)Name, Addresses and Contact Point(s):

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement, Attn: [redacted]

Further information can be obtained at: As Above

Specifications and additional documents: As Above

Tenders or requests to participate must be sent to: As Above

I.2)Type of the contracting authority:

Regional or local authority

I.3) Main activity:

General Public Services

I.4) Contract award on behalf of other contracting authorities:

The contracting authority is purchasing on behalf of other contracting authorities: Yes

Section II: Object Of The Contract: SERVICES

II.1)Description

II.1.1)Title attributed to the contract by the contracting authority: DMC 114 - Recovery Orientated Substance Misuse Services

II.1.2)Type of contract and location of works, place of delivery or of performance: SERVICES

Service Category: 25

Region Codes: UKG22 - Shropshire CC

II.1.3) Information about a public contract, a framework or a dynamic purchasing system:The notice involves a public contract

II.1.5)Short description of the contract or purchase:

Health and social work services. Health and social work services. This is a notice for social and specific services in accordance with Directive 2014/24/EU, Article 74 Health and Social Related Services. Shropshire Council is seeking a service provider to provide a recovery orientated substance misuse service to serve the administrative County of Shropshire.

Shropshire Council, as part of its transformation programme, is moving away from direct service delivery to become a commissioning body. This has provided the opportunity to review the current system of drug and alcohol services provided by the Council in-house and the remaining elements by three external providers. Shropshire Council is seeking a new provider of specialist community drug and alcohol treatment service for adults and young people this will include all aspects of community provision to support recovery and will exclude the provision of residential rehabilitation, inpatient detoxification and community pharmacy services. The new service will need to be responsive to changing needs, including Novel Psychoactive Substances,

prescribed and over the counter drugs and recovery focused in line with the ambitions of the National Drug Strategy (NDS) of 2010.

Recovery is defined in the NDS as involving freedom from dependence, wellbeing and citizenship and is aligned to Shropshire Councils priorities of:

a)Protecting – Strive to keep people from harm (in a way that does not compromise choice).
b)Growing – Help to manage our environment (in a way that helps Shropshire to thrive).
c)Helping – Helping people to help themselves (in a way that helps them to make the most of the choices available to them).

The new contract will be commissioned to meet the following outcomes:

•Freedom of dependence on drugs and / or alcohol;
•Prevention of drug related deaths and blood borne viruses;
•A reduction in crime and re-offending
•Sustained employment and the ability to access and sustain suitable accommodation;
•Improvement in mental and physical health and wellbeing;
•Improved relationships with family members, partners and friends;
•The capacity to be an effective parent.

It is envisaged the new provider will increase sustainable recovery and help reduce future demand. This will require holistic approach that supports families in need, addresses other factors such as criminal justice, housing and employment issues.

With recovery as its focus the new system will need to deliver a range of clinical, psychosocial and recovery support interventions that have a proven effectiveness in the management and recovery of drug and alcohol issues. Interventions will be tailored to meet client needs and all provision must comply with up to date clinical guidelines, and meet standards as set out by NICE (National Institute for Clinical Effectiveness).

It is considered that the Employee ‘Transfer of Undertakings (Protection of Employment) Regulations ‘2006 (‘TUPE’) will apply to this contract. Also compliance with the provisions of The Best Value Authorities Staff Transfers (Pensions) Direction 2007, in relation to the Local Government Pension Scheme (as administered by Shropshire County Pension Fund) will also be required. Applicants are advised to seek their own legal advice about the practicality of these regulations.

As a public authority, in line with the Public Services (Social Value) Act 2012 the Council has due regard to economic, social and environmental well-being in Shropshire. Accordingly the council is looking, in relation to the delivery of this contract, for proposals from contractors that could help provide social value benefits within Shropshire where practicable and to maximise the social and economic impact of the proposed contract.

This is a notice for Social and specific services in accordance with Directive 2014/24/EU Article74 being Public Health Services. Accordingly the Council will follow a process based on the principles of transparency. The Council will treat all economic operators equally and in a non-discriminatory way.

The contract will run for an initial period of three years with an option to extend for further 12 month periods up to a maximum of a further 2 years.

II.1.6)Common Procurement Vocabulary:
85000000 - Health and social work services.

II.1.7) Information about Government Procurement Agreement (GPA):
The contract is covered by the Government Procurement Agreement (GPA): No
II.1.8)Lots:
This contract is divided into lots: No
II.1.9)Information about variants:
Variants will be accepted: Yes

II.2)Quantity Or Scope Of The Contract
II.2.1)Total quantity or scope:
Not Provided
Estimated value excluding VAT: 14,500,000
Currency: GBP

II.2.2)Options: Not Provided
II.2.3)Information about renewals:
This contract is subject to renewal: Not Provided
II.3)Duration Of The Contract Or Time-Limit For Completion
Starting: 01/02/2016
Completion: 01/02/2021

Information About Lots

Section III: Legal, Economic, Financial And Technical Information
III.1)Conditions relating to the contract
III.1.1)Deposits and guarantees required:
see tender documentation

III.1.2)Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:
see tender documentation

III.1.3)Legal form to be taken by the group of economic operators to whom the contract is to be awarded:
Joint and severable liability

III.1.4)Other particular conditions:
The performance of the contract is subject to particular conditions:Yes
If Yes, description of particular conditions:
see tender documentation
III.2)Conditions For Participation
III.2.1)Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:

see PQQ documentation

III.2.2)Economic and financial capacity

Economic and financial capacity - means of proof required:

Information and formalities necessary for evaluating if requirements are met:

see PQQ documentation

III.2.3)Technical capacity

Technical capacity - means of proof required

Information and formalities necessary for evaluating if requirements are met:

see PQQ documentation

III.2.4)Information about reserved contracts: Not Provided

III.3)Conditions Specific To Service Contracts

III.3.1)Information about a particular profession:

Execution of the service is reserved to a particular profession: Yes

If yes, reference to relevant law, regulation or administrative provision:

Health and Social Care Act 2008 (Regulated Activities) Regulations 2010 or EU equivalent

III.3.2)Staff responsible for the execution of the service:

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: Yes

Section IV: Procedure

IV.1)Type Of Procedure

IV.1.1)Type of procedure: Restricted

IV.1.2)Limitations on the number of operators who will be invited to tender or to participate:

Envisaged minimum number: 5 and maximum number: 8

Objective Criteria for choosing the limited number of candidates:

Please see PQQ documentation. It is the Council's intention to select up to 8 bidders to be issued with the invitation to submit a tender, provided there are eight suitably qualified bidders at the pre-qualification stage.

IV.2)Award Criteria

IV.2.1)Award criteria:

The most economically advantageous tender in terms of

The criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

IV.2.2)Information about electronic auction:

An electronic auction will be used: Not Provided

IV.3)Administrative Information

IV.3.1)File reference number attributed by the contracting authority: DMC 114

IV.3.2)Previous publication(s) concerning the same contract: Not Provided

IV.3.3)Conditions for obtaining specifications and additional documents or descriptive document:

Date: 28/04/2015

IV.3.4)Time-limit for receipt of tenders or requests to participate

Date: 29/04/2015

Time: 12:00

IV.3.5)Date of dispatch of invitations to tender or to participate to selected candidates: 13/05/2015

IV.3.6)Language(s) in which tenders or requests to participate may be drawn up: English

Section VI: Complementary Information

VI.1)This Is A Recurrent Procurement: Yes

Estimated timing for further notices to be published: 2021

VI.2)Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds: Not Provided

VI.3)Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement, and the contract will be awarded on the basis of the most economically advantageous tender.Applicants can view more information about this opportunity by visiting (link to be inserted).To respond to this opportunity, please click here (link to be inserted)The Contracting Authority reserves the right not to award a contract or to award any option(s) it so wishes. Closing date for the submission of tenders is 12 noon 24 June 2015.
For more information about this opportunity, please visit the Delta eSourcing portal at:
https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Health-and-social-work-services./X7D8Y73687

To respond to this opportunity, please click here:
https://www.delta-esourcing.com/respond/X7D8Y73687GO-2015325-PRO-6470358 TKR-2015325-PRO-6470357

VI.4)Procedures For Appeal

VI.4.1)Body responsible for appeal procedures:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992, Email: procurement@shropshire.gov.uk

VI.4.2)Lodging of appeals: The contracting authority will incorporate a minimum 10 day calendar day standstill period at the point of information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into. Additional information should be requested from the contact in Section 1.1. If an appeal regarding the award of contract has not been successfully resolved the Public Contracts Regulations 2006 (S1 2006 No 5) provide for aggrieved parties who have been harmed or are at risk

VI.4.3)Service from which information about the lodging of appeals may be obtained:

Shropshire Council

VI.5) Date Of Dispatch Of This Notice: 25/03/2015

ANNEX A

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Purchased on behalf of other contracting authority details:

1: Contracting Authority

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Current Community Drug and Alcohol Treatment Services

1. The current drug and alcohol community treatment service in Shropshire has been integrated through the commissioning process to provide a countywide hub and spoke model of service delivery. This works well in practice with all providers working together on agreed pathways of care to ensure people receive the right level of provision to meet their needs.

2. Alcohol treatment is provided by Aquarius and is accessed through a Single Point of Contact (SPoC). All referrals go through the SPoC where a triage is initially undertaken. Depending on the outcome of the triage the individual will either have their needs met within the provider service, or where there is a medical need, higher levels of complexity or safeguarding issues will be referred into the Community Substance Misuse Team. This service also support shared care arrangements for alcohol issues within GP practices and have a hospital liaison service too.

3. The Community Substance Misuse Team provide a range of community based interventions to support people with drug and alcohol dependence, including opioid substitute prescribing, psychosocial interventions, community assisted withdrawal and needle exchange. All people requiring treatment for drug or other substance misuse access treatment through this service. On entering treatment the service user receives a comprehensive needs assessment from which the appropriate intervention based on need is agreed. The CSMT also undertake community care assessment as requested to support carers and other family members affected by someone else's drug use.

4. When a person requires a medically assisted withdrawal the case is referred to the CSMT. A nurse will assess the individual to decide whether this needs to be provided within a medically managed inpatient unit or can be managed through community provision.

5. Within the Community Substance Misuse Team three further discrete teams exist:
    - The Young people's Substance Misuse Team
    - Drug Interventions Programme (criminal justice team)
    - Alcohol Liaison Service

6. The Young People's Substance Misuse Team, the Drug Interventions Programme (DIP) and Alcohol Liaison Service are areas of service led and managed by senior practitioners. The Young People's Substance Misuse services works with young people up to the age of 18 and older, if there is a recognised learning disability or it is felt the service needs will be best meet within young people's services. DIP supports the criminal justice pathway from arrest through to sentence and return to community where custodial sentence is given. Unlike other DIP services the team will carry a case load and work with the

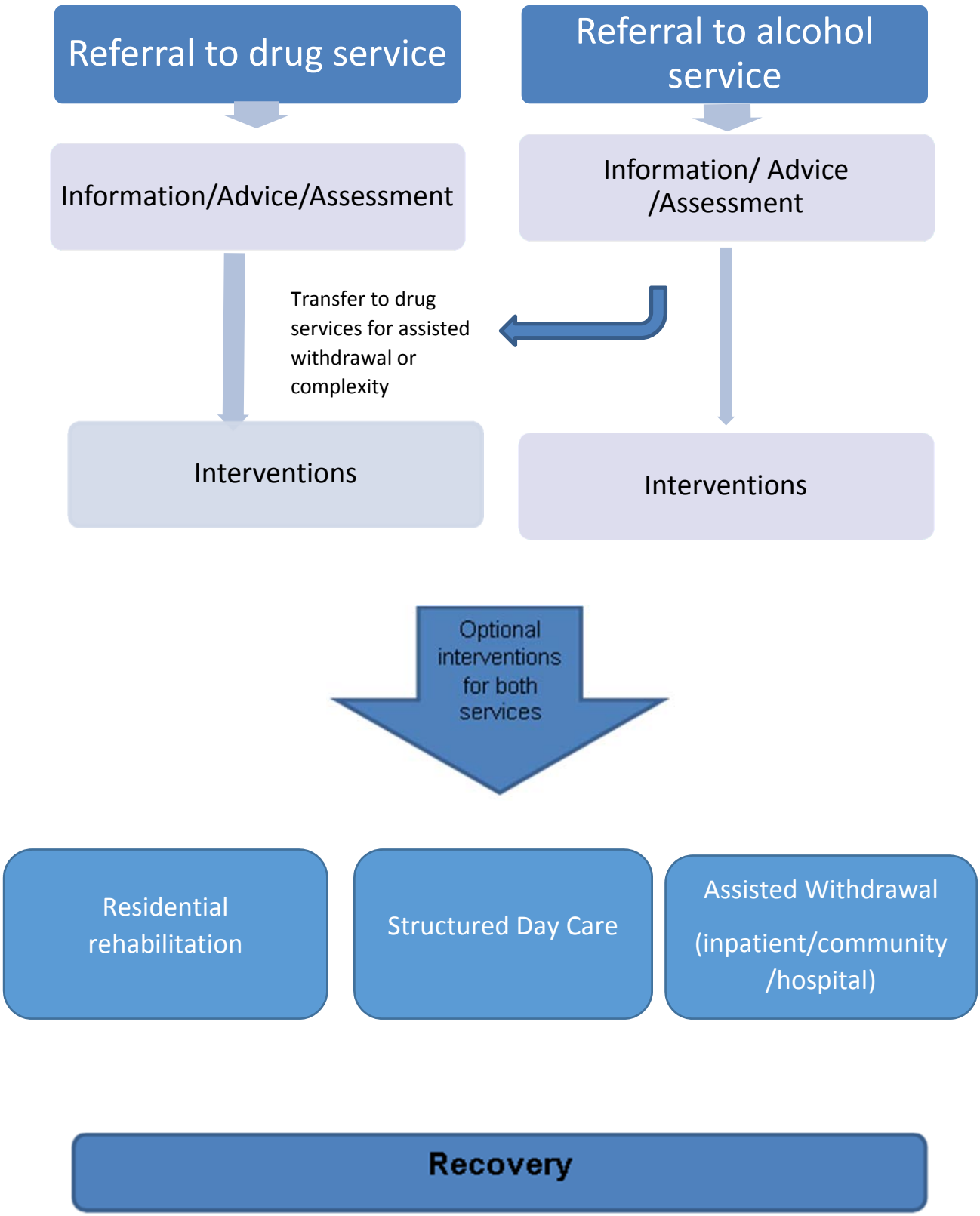
service user until offending has reduced. The Alcohol Liaison Service operates within Royal Shrewsbury Hospital site, the primary objective of this post is to prevent unnecessary hospital admissions and support assisted withdrawals of those who have been admitted with other medical conditions.

7. The integrated community substance misuse team comprises of staff from both Shropshire Community Health Trust and Shropshire Council. Shropshire Community Health Trust provide the clinical support to the service. This is led by a specialist doctor who is permanently situated within the team. The specialist doctor provides the clinical management of those with the most severe or complex needs. A fundamental part of this role is to provide clinical leadership, taking responsibility for all aspects of clinical governance and quality assurance in line with the requirements of the designated monitoring bodies. The Clinical lead also advises commissioners, leads on research and innovation and develops new clinical guidance and service protocols. A further role is to provide expert advice to other doctors on complex drug interactions, co-morbid drug-related physical and mental health issues, and integration of psychosocial and medical treatment. The clinical lead is supported by two further doctors on a sessional basis.

8. Recovery support is delivered by NACRO, a national voluntary sector organisation. NACRO deliver a 'day support service' to service users in treatment and active recovery, providing daily structured support through group activities which addresses living without dependence, tools to reduce relapse, health and well-being, managing day to day living. Mutual aid is also provided through this service using the SMART Recovery model. People accessing this service are referred through their drug or alcohol worker. NACRO also provide support to carers and other adult family members affected by substance misuse. A further element of their role is to develop recovery communities around each of the Hubs.

9. Best practice suggests that as people stabilise on medication for opiate dependency their requirement for specialist service should reduce and medically they should be able to be managed through a 'shared care' system with their GP in the community. In Shropshire provision of shared care for opiate misuse is not uniform and there are gaps in areas where GPs do not want to enter into these arrangements for drug misuse. Under these circumstances the care of the service user is managed under the specialist service. Arrangements for alcohol shared care are slightly different. Under these arrangements the Drug and alcohol Action Team identified areas where alcohol harm was more prevalent and negotiated services with practices within the area. Shared care for alcohol also has a floating support component which means the Aquarius service enter into 'shared' arrangement with local GPs on the treatment of patients.

Diagram A: Current Drug and Alcohol Treatment System Model



2013/14
PUBLIC HEALTH SERVICES CONTRACT

SHROPSHIRE COUNCIL LOCAL AUTHORITY (1)

AS AUTHORITY

AND

…….. (2)

AS PROVIDER

CONTRACT FOR THE

PROVISION OF PUBLIC HEALTH SERVICES

2013/14
PUBLIC HEALTH SERVICES CONTRACT

CONTENTS

APPENDICES

SECTION C – SPECIAL TERMS AND CONDITIONS

SECTION A

THE PARTICULARS

This Contract is made on ……..2015

PARTIES

(1) Shropshire Council of Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND (the ***Authority***); and

(2) …… (the ***Provider***).

BACKGROUND

(A) The Authority 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. In order to satisfy these obligations the Authority wishes to secure the provision of the Services and the Provider wishes to provide the Services.

(B) The Parties have agreed for the Provider to provide the Services in accordance with the terms and conditions of this Contract.

IT IS AGREED

A1. CONTRACT

A1.1. This Contract comprises of:

a) these Particulars (Section A);

b) the General Terms and Conditions (the ***General Conditions***) (Section B); and

c) the Special Terms and Conditions (the ***Special Conditions***) (Section C), where any such terms have been agreed,

as completed and agreed by the Parties and as varied from time to time in accordance with clause B22 (*Variations*) of the General Conditions (this ***Contract***).

A2. INTERPRETATION

A2.1. This Contract shall be interpreted in accordance with Appendix O (*Definitions and Interpretation*) and Section C7 (,*-Definitions and interpretation for sections* C8, C9 and C10) unless the context requires otherwise.

A2.2. If there is any conflict or inconsistency between the provisions of this Contract, such conflict or inconsistency must be resolved according to the following order of priority:

a) Section C;

b) Section B; and

c) Section A.

A3. COMMENCEMENT AND DURATION

A3.1. This Contract shall take effect on the date it is executed by or on behalf of the Parties (the ***Commencement Date***).

A3.2. The Provider shall, subject to having satisfied the Conditions Precedent where applicable, provide the Services from ……. (the ***Service Commencement Date***).

A3.3. This Contract shall expire automatically on ……. (the ***Initial Expiry Date***), unless it is extended in accordance with the provisions of Appendix L or terminated earlier in accordance with the provisions of this Contract.

A4. REPRESENTATIVES

A4.1. The person set out below is authorised from the Commencement Date to act on behalf of the Authority on all matters relating to this Contract (the ***Authority Representative***).

Name:	Rod Thomson
Title:	Director of Public Health
Contact Details:	0345 678 9000

A4.2. The person set out below is authorised from the Commencement Date to act on behalf of the Provider on all matters relating to this Contract (the ***Provider Representative***).

Name:	…….
Title:	…….
Contact Details:	…….

A4.3. The Provider may replace the Provider Representative and the Authority may replace the Authority Representative at any time by giving written notice to the other Party.

A5. NOTICES

A5.1. Any notices given under this Contract shall be in writing and shall be served by hand or post by sending the same to the address for the relevant Party set out in clause A5.3.

A5.2. Notices:

a) by post and correctly addressed shall be effective upon the earlier of actual receipt, or 5 Business Days after mailing; or

b) by hand shall be effective upon delivery.

A5.3. For the purposes of clause A5.2, the address for service of notices on each Party shall be as follows:

a) For the Authority:

Address:	Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND
For the attention of:	Rod Thomson, Director of Public Health
Tel:	0345 678 9000

b) For the Provider:

Address:	…….
For the attention of:	…….
Tel:	…….

A5.4. Either Party may change its address for service by serving a notice in accordance with this clause A5.

A6. ENTIRE CONTRACT

This Contract constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Contract, except for any contract entered into between the Authority and the Provider which relates to the same or similar services to the Services and is designed to remain effective until the Services are provided under this Contract.

A7. AUTHORITY

The Provider warrants that the signing of this Contract on its behalf has been validly authorised and the obligations expressed as being assumed by the Provider under this Contract constitute valid legal and binding obligations of the Provider enforceable against the Provider in accordance with their terms

A8. COUNTERPARTS

This Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

IN WITNESS WHEREOF the Parties have signed this Contract on the date shown below

SIGNED by Claire Porter
for and on behalf of
the AUTHORITY

……..
Signature

Head of Legal and Democratic Services

……..
Date

SIGNED by Tim Collard
for and on behalf of
the AUTHORITY

……..
Signature

Legal Services Manager

……..
Date

SIGNED by ……..
……..
for and on behalf of
the PROVIDER

……..
Signature

……..
Title

……..
Date

SECTION B

GENERAL TERMS AND CONDITIONS

B1. SERVICES

B1.1. The Provider shall provide the Services in accordance with the Service Specification(s) in Appendix A (*Service Specifications*), including any service limitations set out in them, and in accordance with the provisions of this Contract.

B1.2. The Provider shall satisfy any Conditions Precedent set out in Appendix B (*Conditions Precedent*) prior to commencing provision of the Services.

B2. WITHHOLDING AND/OR DISCONTINUATION OF SERVICE

B2.1. 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 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.

B2.2. If the Provider proposes not to provide or to stop providing a Service to any Service User under clause B2.1:

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 Authority in writing without delay and wherever possible in advance of taking such action;

provided that nothing in this clause B2.2 entitles the Provider not to provide or to stop providing the Services where to do so would be contrary to the Law.

B3. SERVICE AND QUALITY OUTCOMES INDICATORS

B3.1. The Provider must carry out the Services in accordance with the Law and Good Clinical Practice and must, unless otherwise agreed (subject to the Law) with the Authority 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, Serious Incident report or Patient Safety 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; and

g) comply with the Quality Outcomes Indicators set out in Appendix C (*Quality Outcomes Indicators*).

B4. SERVICE USER INVOLVEMENT

B4.1. The Provider shall engage, liaise and communicate with Service Users, their Carers and Legal Guardians in an open and clear manner in accordance with the Law, Good Clinical Practice and their human rights.

B4.2. As soon as reasonably practicable following any reasonable request from the Authority, the Provider must provide evidence to the Authority of the involvement of Service Users, Carers and Staff in the development of Services.

B4.3. The Provider must carry out Service User surveys (and Carer surveys) and shall carry out any other surveys reasonably required by the Authority in relation to the Services. The form (if any), frequency and method of reporting such surveys must comply with the requirements set out in Appendix D (*Service User, Carer and Staff Surveys*) or as otherwise agreed between the Parties in writing from time to time.

B4.4. The Provider must review and provide a written report to the Authority on the results of each survey carried out under clause B4.3 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 Authority, the Provider must publish the outcomes and actions taken in relation to such surveys.

B5. EQUITY OF ACCESS, EQUALITY AND NO DISCRIMINATION

B5.1. The Parties must not discriminate between or against Service Users, on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation or any other non-medical characteristics except as permitted by the Law.

B5.2. The Provider must provide appropriate assistance and make reasonable adjustments for Service Users, who do not speak, read or write English or who have communication difficulties (including without limitation hearing, oral or learning impairments).

B5.3. 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.

B5.4. As soon as reasonably practicable following any reasonable request from the Authority, the Provider must provide the Authority with a plan detailing how it will comply with its obligations under clause B5.3.

B5.5. The Provider must provide to the Authority as soon as reasonably practicable, any information that the Authority reasonably requires to:

a) monitor the equity of access to the Services; and

b) fulfil their obligations under the Law.

B6. MANAGING ACTIVITY

B6.1. The Provider must manage Activity in accordance with any activity planning assumptions and any caseloads set out in a Service Specification and must comply with all reasonable requests of the Authority to assist it with understanding and managing the levels of Activity for the Services.

B7. STAFF

B7.1. At all times, the Provider must ensure that:

a) each of the Staff is suitably qualified and experienced, adequately trained and capable of providing the applicable Services in respect of which they are engaged;

b) there is an adequate number of Staff to provide the Services properly in accordance with the provisions of the applicable Service Specification;

c) where applicable, Staff are registered with the appropriate professional regulatory body; and

d) Staff are aware of and respect equality and human rights of colleagues and Service Users.

B7.2. If requested by the Authority, the Provider shall as soon as practicable and by no later than 20 Business Days following receipt of that request, provide the Authority with evidence of the Provider's compliance with clause B7.1.

B7.3. 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, 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 applicable relevant professional body.

B7.4. 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.

B7.5. The Provider must carry out Staff surveys in relation to the Services at intervals and in the form set out in Appendix D (*Service User, Carer and Staff Surveys*) or as otherwise agreed in writing from time to time.

B7.6. Subject to clause B7.7, before the Provider engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Provider must without limitation, complete:

a) the Employment Checks; and

b) such other checks as required by the DBS.

B7.7. Subject to clause B7.8, the Provider 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 Authority.

B7.8. Where clause B7.7 applies, the Provider 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 Authority.

B7.9. Where the Authority has notified the Provider that it intends to tender or retender any of the Services, the Provider must on written request of the Authority and in any event within 20 Business Days of that request (unless otherwise agreed in writing), provide the Authority with all reasonably requested information on the Staff engaged in the provision of the relevant Services to be tendered or retendered that may be subject to the Employment Regulations, and such information may include the information referred to in paragraphs 1 and 3 of Section C10.

B7.10. The Provider shall indemnify and keep indemnified the Authority and any Replacement Provider against any Losses incurred by the Authority and/or the Replacement Provider in connection with any claim or demand by any transferring employee under the Employment Regulations.

B7.11. The parties agree that:

(a) where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Sections C8 to C10 (Staff Transfer) (inclusive) shall apply as follows:

(i) where the Relevant Transfer involves the transfer of Transferring Authority Employees Section C8 (Staff Transfer – Transferring Authority Employees) shall apply;

(ii) where the Relevant Transfer involves the transfer of Transferring Former Provider Employees, Section C9 (Staff Transfer – Transferring Former Provider Employees) shall apply;

(iii) where the Relevant Transfer involves the transfer of Transferring Authority Employees and Transferring Former Provider Employees, Sections C8 (Staff Transfer – Transferring Authority Employees) and C9 (Staff Transfer – Transferring Former Local Authority Employees) shall apply;

(b) Section C10 (Employment Exit Provisions) shall apply on the expiry or termination of the Services or any part of the Services.

B8. CHARGES AND PAYMENT

B8.1. Subject to any provision of this Contract to the contrary (including without limitation those relating to withholding and/or retention), in consideration for the provision of the Services in accordance with the terms of this Contract, the Authority shall pay the Provider the Charges.

B8.2. The Parties shall to the extent reasonably practicable agree the Charges in a transparent and equitable manner and the Charges shall be set out at Appendix E (*Charges*).

B8.3. The Provider shall invoice the Authority for payment of the Charges at the end of each calendar month (or such other frequency agreed between the Parties in writing) which the Authority shall pay within 30 Business Days of receipt in accordance with the amounts and dates in Appendix E (*Charges*). In the event of late payment, interest thereon shall be charged at 4% above the base rate of National Westminster Bank further to the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after Judgement.

B8.4. The Charges unless otherwise stated are exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Provider shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assess on the Authority 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 this Agreement.

B8.5. In its performance of this Contract the Provider shall not provide or offer to a Service User any clinical or medical services for which any charges would be payable by the Service User (other than in accordance with this Contract, the Law and/or Guidance).

B8.6. If a Party, acting in good faith, contests all or any part of any payment calculated in accordance with this clause B8:

a) the contesting Party shall within 5 Business Days notify the other Party, setting out in reasonable detail the reasons for contesting the requested payment, and in particular identifying which elements are contested and which are not contested;

b) any uncontested amount shall be paid in accordance with this Contract.

B8.7. If a Party contests a payment under clause B8.6 and the Parties have not resolved the matter within 20 Business Days of the date of notification under clause B8.6, the contesting Party may refer the matter to dispute resolution under clause B30 (*Dispute Resolution*) and following the resolution of any dispute referred to dispute resolution, where applicable the relevant party shall pay any amount agreed or determined to be payable in accordance with clause B8.3.

B8.8. Subject to any express provision of this Contract to the contrary each Party shall be entitled, without prejudice to any other right or remedy it has under this Contract, to receive interest at the Default Interest Rate on any payment not made from the day after the date on which payment was due up to and including the date of payment.

B8.9. Each Party may retain or set off any sums owed to the other Party which have fallen due and payable and for the avoidance of doubt this includes any sums demanded from the Council as a result of the Provider's failure to comply with its obligations under the Admission Agreement) against any sum due to the other Party under this Contract or any other agreement between the Parties.

B9. SERVICE IMPROVEMENTS AND BEST VALUE DUTY

B9.1. The Provider must to the extent reasonably practicable co-operate with and assist the Authority in fulfilling its Best Value Duty.

B9.2. In addition to the Provider's obligations under clause B9.1, where reasonably requested by the Authority, the Provider at its own cost shall participate in any relevant Best Value Duty reviews and/or benchmarking exercises (including without limitation providing information for such purposes) conducted by the Authority and shall assist the Authority with the preparation of any Best Value performance plans.

B9.3. During the term of this Contract at the reasonable request of the Authority, the Provider must:

a) demonstrate how it is going to secure continuous improvement in the way in which the Services are delivered having regard to a combination of economy, efficiency and effectiveness and the Parties may agree a continuous improvement plan for this purpose;

b) implement such improvements; and

c) where practicable following implementation of such improvements decrease the price to be paid by the Authority for the Services.

B9.4. If requested by the Authority, the Provider must identify the improvements that have taken place in accordance with clause B9.3, by reference to any reasonable measurable criteria notified to the Provider by the Authority.

B10. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

B10.1. The Provider shall adopt Safeguarding Policies and such policies shall comply with the Authority's safeguarding policy as amended from time to time.

B10.2. At the reasonable written request of the Authority and by no later than 10 Business Days following receipt of such request, the Provider must provide evidence to the Authority that it is addressing any safeguarding concerns.

B10.3. If requested by the Authority, the Provider shall participate in the development of any local multi-agency safeguarding quality indicators and/or plan.

B10.4. 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.

B10.5. The Provider must fulfil its commitment to safeguard and promote the welfare of vulnerable adults and children and shall have the following in place:

a) clear priorities for safeguarding and protecting vulnerable adults and children explicitly stated in strategic policy documents and Safeguarding Policies;

b) a clear commitment by the Provider's senior management to the importance of safeguarding and protecting vulnerable adults and children

c) a clear line of accountability within the Provider's organisation for overseeing safeguarding and protecting vulnerable adults and children and that roles and accountability for taking action and reporting internally and in accordance with the Authority's Multi Agency Adult Protection Policy and Procedure and Shropshire Safeguarding Children's Board Procedures are properly defined and understood by those involved

d) recruitment and human resources management procedures to take account of the need to safeguard and protect vulnerable adults including safe recruitment policies and practices and enhanced DBS checks for all Staff including agency staff students and volunteers working with vulnerable adults and children.

e) procedures for instigating the Authority's Multi Agency Adult Protection Policy and Shropshire Safeguarding Children's Board Procedures and for dealing with allegations of abuse against members of Staff and volunteers.

f) arrangements to ensure that all Staff receive supervision and undertake training in respect of safeguarding in order to equip them to carry out their safeguarding responsibilities effectively. Refresher training must be provided at regular intervals and all Staff including temporary Staff and volunteers who work with vulnerable adults and children must be made aware of the organisations arrangements for protecting vulnerable adults and children.

g) policies to safeguard and protect vulnerable adults and children and procedures that are in accordance with the Authority's Multi Agency Protection Policy and Shropshire Safeguarding Children's Board Procedures.

h) arrangements to work effectively with other organisations involved in the delivery of services to vulnerable adults and children in order to protect vulnerable adults and children including arrangements for sharing information.

i) a culture of listening to and engaging in dialogue with vulnerable adults and children in ways appropriate to their understanding and seeking their views and taking account of those views both in individual decisions and the establishment or development of services.

j) ensuring appropriate whistle blowing procedures are in place and there is a culture that enables issues about safeguarding and protecting vulnerable adults and children to be raised. A copy of the Authority's Speaking Up About Wrongdoing "Whistleblowing" Policy can be found on the Authority's website at www.shropshire.gov.uk.

B10.6. The Provider shall ensure that all policies required by the Authority are implemented in respect of the Services.

B10.7. Where the Service or activity being undertaken in this Contract is a Regulated Activity the Provider shall:

a) comply with the requirements of clause B7.6; and

b) monitor the level and validity of the checks under this clause B10.7 for each member of the Provider's Staff.

B10.8. 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 a Service or activity that is a Regulated Activity 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.

B10.9. The Provider shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause have been met.

B10.10. The Provider shall refer information about any person carrying out the Services or the activity to the DBS where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users, children or vulnerable adults.

B10.11. The Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

B11. INCIDENTS REQUIRING REPORTING

B11.1. 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.

B11.2. If the Provider gives a notification to the CQC or any other Regulatory Body under clause B11.1 which directly or indirectly concerns any Service User, the Provider must send a copy of it to the Authority within 5 Business Days or within the timescale set out in Appendix G (*Incidents Requiring Reporting Procedure*).

B11.3. The Parties must comply with the arrangements for reporting, investigating, implementing and sharing the Lessons Learned from Serious Incidents, Patient Safety Incidents and non-Service User safety incidents that are agreed between the Provider and the Authority and set out in Appendix G (*Incidents Requiring Reporting Procedure*).

B11.4. Subject to the Law, the Authority shall have complete discretion to use the information provided by the Provider under this clause B.11 and Appendix G (*Incidents Requiring Reporting Procedure*).

B12. CONSENT

B12.1. The Provider must publish, maintain and operate a Service User consent policy which complies with Good Clinical Practice and the Law.

B13. SERVICE USER HEALTH RECORDS

B13.1. 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.

B13.2. The Provider must:

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

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

c) ensure the secure storage, retention and use of Service User health records in accordance with the requirements of this Contract

B13.3. The Provider may, with the express written consent of each Service User affected, use Service User health records for the purposes of identifying and evaluating long term recovery outcomes and to assist toward the continuing improvement of its services and practices PROVIDED that such health records will only be used by the Provider for the specific purpose for which express written consent has been given by the Service User and PROVIDED FURTHER, that where a Service User subsequently withdraws consent to the use of its health records the Provider shall immediately discontinue the use of such health records for any purpose other than as permitted by clause B13.2

B13.4. The Provider must at all times during the term of this Contract have a Caldicott Guardian and shall notify the Authority 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 Authority of the identity and contact details of such replacements.

B13.5. Subject to Guidance and where appropriate, the Service User Health Records should include the Service User's verified NHS number.

B13.6. Where relevant and subject to compliance with the Law, the Provider shall at the reasonable request of the Authority promptly transfer or deliver a copy of the Service User health record held by the Provider for any Service User for which the Authority is responsible to a third party provider of healthcare or social care services designated by the Authority

B14. INFORMATION

B14.1. The Provider must provide the Authority the information specified in Appendix H (*Information Provision*) to measure the quality, quantity or otherwise of the Services.

B14.2. The Provider must deliver the information required under clause B14.1 in the format, manner, frequency and timescales specified in Appendix H (*Information Provision*) and must ensure that the information is accurate and complete.

B14.3. If the Provider fails to comply with any of the obligations in this clause B14 and/or Appendix H (*Information Provision*), the Authority may (without prejudice to any other rights it may have under this Contract) exercise any consequence for failing to satisfy the relevant obligation specified in Appendix H (*Information Provision*).

B14.4. In addition to the information required under clause B14.1, the Authority may request from the Provider any other information it reasonably requires in relation to this Contract and the Provider must deliver such requested information in a timely manner.

B15. EQUIPMENT

B15.1. The Provider must provide and maintain at its own cost (unless otherwise agreed in writing) all Equipment necessary for the supply of the Services in accordance with any required Consents and must ensure that all Equipment is fit for the purpose of providing the applicable Services.

B15.2. The Provider shall maintain a register of Equipment purchased for the necessary supply of the Services and shall at the termination or expiry of this Agreement, if requested by the Authority, execute all necessary documentation required to effect a transfer of ownership of the Equipment from the Provider to the Authority at no additional cost to the Authority

B16. TRANSFER OF AND DISCHARGE FROM CARE OBLIGATIONS

B16.1. The Provider must comply with any Transfer of and Discharge from Care Protocols agreed by the Parties set out in Appendix I (*Transfer of and Discharge from Care Protocols*).

B17. COMPLAINTS

B17.1. The Provider must at all times comply with the relevant regulations for complaints relating to the provision of the Services.

B17.2. If a complaint is received about the standard of the provision of the Services or about the manner in which any of the Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Provider's obligations under this Contract, then the Authority may take any steps it considers reasonable in relation to that complaint, including investigating the complaint and discussing the complaint with the Provider, CQC or/and any Regulatory Body. Without prejudice to any other rights the Authority may have under this Contract, the

Authority may, in its sole discretion, uphold the complaint and take any action specified in clause B28 (*Default and Failure to Supply*).

B18. SERVICE REVIEW

B18.1. The Provider must each quarter of this Contract deliver to the Authority a Service Quality Performance Report against the factors set out in Appendix J (*Service Quality Performance Report*).

B18.2. The Provider must submit each Service Quality Performance Report in the form and manner specified in Appendix J (*Service Quality Performance Report*).

B19. REVIEW MEETINGS

B19.1. The Parties must review and discuss Service Quality Performance Reports and monitor performance of the Contract and consider any other matters reasonably required by either Party at Review Meetings which should be held in the form and intervals set out in Appendix K (*Details of Review Meetings*).

B19.2. Notwithstanding clause B19.1, if either the Authority or the Provider:

a) reasonably considers a circumstance constitutes an emergency or otherwise requires immediate resolution; or

b) considers that a JI Report requires consideration sooner than the next scheduled Review Meeting,

that Party may by notice require that a Review Meeting be held as soon as practicable and in any event within 5 Business Days following that notice.

B20. CO-OPERATION

B20.1. The Parties must at all times act in good faith towards each other.

B20.2. The Provider must co-operate fully and liaise appropriately with:

a) the Authority;

b) any third party provider who the Service User may be transferred to or from the Provider;

c) any third party provider which may be providing care to the Service User at the same time as the Provider's provision of the relevant Services to the Service User; and

d) primary, secondary and social care services,

in order to:

e) ensure that a consistently high standard of care for the Service User is at all times maintained;

f) ensure a co-ordinated approach is taken to promoting the quality of Service User care across all pathways spanning more than one provider;

g) achieve a continuation of the Services that avoids inconvenience to, or risk to the health and safety of, Service Users, employees of the Authority's or members of the public.

B21. WARRANTIES AND REPRESENTATIONS

B21.1. The Provider warrants and represents that:

a) It has full capacity and authority to enter into this Contract and all necessary Consents have been obtained and are in full force and effect and shall be maintained for the duration of this Contract;

b) its execution of this Contract does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it or any of its assets;

c) in entering this Contract it has not committed any Fraud;

d) all reasonably material information supplied by it to the Authority during the award procedure leading to the execution of this Contract is, to its reasonable knowledge and belief, true and accurate and it is not aware of any material facts or circumstances which have not been disclosed to the Authority which would, if disclosed, be likely to have an adverse effect on a reasonable public sector entity's decision whether or not to contract with the Provider substantially on the terms of this Contract;

e) to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Contract;

f) it has the right to permit disclosure and use of Confidential Information for the purpose of this Contract;

g) in the 3 years prior to the Commencement Date:

(i) It has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

(ii) It has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

(iii) It has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an on going business concern or its ability to fulfil its obligations under this Contract; and

h) No proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge are threatened) for the winding up of the Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Provider's assets or revenue.

B21.2. The Authority warrants and represents that:

a) it has full power and authority to enter into this Contract and all necessary approvals and consents have been obtained and are in full force and effect;

b) its execution of this Contract does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it;

c) it has the right to permit disclosure and use of Confidential Information for the purpose of this Contract; and

d) to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Contract.

B21.3. The warranties set out in this clause B21 are given on the Commencement Date and repeated on every day during the term of this Contract.

B22. VARIATIONS

B22.1. This Contract may not be amended or varied other than in accordance with this clause B22.

B22.2. Either Party may from time to time during the term of this Contract, by written notice to the other Party, request a Variation. A Variation Notice must set out in as much detail as is reasonably practicable the proposed Variation(s).

B22.3. If a Variation Notice is issued, the Authority and the Provider must enter into good faith negotiations for a period of not more than 30 Business Days from the date of that notice (unless such period is extended by the Parties in writing) with a view to reaching agreement on the proposed Variation, including on any adjustment to the Charges that, in all the circumstances, properly and fairly reflects the nature and extent of the proposed Variation. If the Parties are unable to agree a proposed Variation within such time period (or extended time period), the proposed Variation shall be deemed withdrawn and the Parties shall continue to perform their obligations under this Contract.

B22.4. No Variation to this Contract will be valid or of any effect unless agreed in writing by the Authority Representative (or his nominee) and the Provider Representative (or his nominee) in accordance with clause A5 (*Notices*). All agreed Variations shall form an addendum to this Contract and shall be recorded in Appendix L (*Agreed Variations*).

B23. ASSIGNMENT AND SUB-CONTRACTING

B23.1. The Provider must not assign, delegate, transfer, sub-contract, charge or otherwise dispose of all or any of its rights or obligations under this Contract without the Authority in writing:

a) consenting to the appointment of the Sub-contractor (such consent not to be unreasonably withheld or delayed); and

b) approving the Sub-contract arrangements (such approval not to be unreasonably withheld or delayed).

B23.2. The Authority's consent to sub-contracting under clause B23.1 will not relieve the Provider of its liability to the Authority 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.

B23.3. Any sub-contract submitted by the Provider to the Authority for approval of its terms, must impose obligations on the proposed sub-contractor in the same terms as those imposed on it pursuant to this Contract to the extent practicable.

B23.4. The Authority may assign, transfer, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the consent of the Provider.

B24. AUDIT AND INSPECTION

B24.1. The Provider must comply with all reasonable written requests made by, CQC, the National Audit Office, any Authorised Person and the authorised representative of the Local HealthWatch for entry to the Provider's Premises and/or the premises of any Sub-contractor for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services, and for information relating to the provision of the Services. 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.

B24.2. Subject to Law and notwithstanding clause B24.1, an Authorised Person may enter the Provider's Premises and/or the premises of any Sub-contractor without notice for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services. During such visits, subject to Law and Good Clinical Practice (also taking into consideration the nature of the Services and the effect of the visit on Service Users), the Provider must not restrict access and must give all reasonable assistance and provide all reasonable facilities to the Authorised Person.

B24.3. Within 10 Business Days of the Authority's reasonable request, the Provider must send the Authority a verified copy of the results of any audit, evaluation, inspection, investigation or research in relation to the Services, or services of a similar nature to the Services delivered by the Provider, to which the Provider has access and which it can disclose in accordance with the Law.

B24.4. During the Term and for a period of 6 years after the Termination Date, the Authority may conduct or be subject to an audit for the following purposes:

a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) 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 Authority or any Service Users;
c) to review the Provider's compliance with the DPA and the FOIA in accordance with this Agreement and any other Law 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 Authority's accounts;
g) for the purposes of the Local Government Finance Act 1982 (and any other Legislation relating to the inspection, examination and auditing of the Authority's accounts)
h) to carry out an examination pursuant to Local Government Act 1999 of the economy, efficiency and effectiveness with which the Authority has performed its functions and used its resources;
i) to verify the accuracy and completeness of any reports delivered or required by this agreement.

B24.5. Except where an audit is imposed on the Authority by a regulatory body or further audits are required as a result of any non-compliance by the Provider with their obligations under this Agreement, the Authority may not conduct an audit under clause B24.4 more than twice in any calendar year.

B24.6. The Authority shall use its reasonable endeavours to ensure that the conduct of any audit does not unreasonably disrupt the Provider or delay the provision of the Services.

B24.7. Subject to the Authority's obligations of confidentiality, the Provider shall on demand provide the Authority 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, to include examining such documents as reasonably required which are owned, held or otherwise within the control of the Provider and any Sub-Contractor and may require the Provider and any Sub-Contractor to produce such oral or written explanations as the Authority or relevant regulatory body considers necessary;
b) reasonable access to any sites controlled by the Provider and to any equipment (including, but not limited to, any software, IT systems, materials, data or information stored on, accessed by or used to operate the equipment) used (whether exclusively or non-exclusively) in the performance of the Services; and
c) access to the Staff.

B24.8. The Authority shall endeavour to (but is not obliged to) provide at least 5 Business Days' notice of its or, where possible, a regulatory body's, intention to conduct an audit.

B24.9. For the purposes of this clause B24 any reference to the Authority carrying out an audit shall include the ability for that audit to be carried out by the District Auditor, the Authority's internal auditor or any external auditor appointed by the Authority.

B24.10. 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 agreement in any material manner by the Provider in which case the Provider shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

B24.11. If an audit identifies that:

a) the Provider has failed to perform its obligations under this agreement 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 Authority about the Charges, proposed Charges or the Provider's costs, then the remedial plan shall include a requirement for the provision of all such information;

b) the Authority has overpaid any Charges, the Provider shall pay to the Authority the amount overpaid within 20 days. The Authority may deduct the relevant amount from the Charges if the Provider fails to make this payment; and

c) the Authority has underpaid any Charges, the Authority shall pay to the Provider the amount of the under-payment less the cost of audit incurred by the Council if this was due to a default by the Provider in relation to invoicing within any required period.

B25. INDEMNITIES

B25.1. The Provider shall indemnify and keep indemnified the Authority against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Contract, or breach of its statutory duty or breach of an obligation under the DPA, save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Contract or breach of statutory duty or breach of an obligation under the DPA by the Authority.

B26. LIMITATION OF LIABILITY

B26.1. Neither Party shall be liable to the other Party (as far as permitted by Law) for Indirect Losses in connection with this Contract.

B26.2. Each Party must at all times take all reasonable steps to minimise and mitigate any Losses for which it is entitled to be indemnified by or bring a claim against the other Party pursuant to this Contract.

B26.3. Nothing in this Contract will exclude or limit the liability of either Party for:

a) death or personal injury caused by its negligence; or

b) fraud or fraudulent misrepresentation.

B27. INSURANCE

B27.1. The Provider must at its own cost effect and maintain with a reputable insurance company the Required Insurances. The cover shall be in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of this Contract, including death or personal injury, loss of or damage to property or any other such loss. Such policies must include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider.

B27.2. The Provider warrants that it has complied with this clause B27 and must give the Authority prior to the commencement of this Contract, and annually upon renewal of the Required Insurances a copy of or a broker's placement verification of the Required Insurances insurance, together with receipts or other evidence of payment of the latest premiums due under those policies.

B27.3. The provision of any insurance or the amount or limit of cover will not relieve or limit the Provider's liabilities under this Contract.

B27.4. The Parties agree that Clause C1 shall apply in addition to this Clause B27

B28. DEFAULTS AND FAILURE TO SUPPLY

B28.1. In the event that the Authority is of the reasonable opinion that there has been a Default which is a material breach of this Contract by the Provider, then the Authority may, without prejudice to any other rights or remedies it may have under this Contract including under clause B29 (*Contract Management*), consult with the Provider and then do any of the following:

a) require the Provider to submit a performance improvement plan detailing why the material breach has occurred and how it will be remedied within 10 Business Days or such other period of time as the Authority may direct;

b) without terminating this Contract, suspend the affected Service in accordance with the process set out in clause B31 (*Suspension and Consequences of Suspension*);

c) without terminating the whole of this Contract, terminate this Contract in respect of the affected part of the Services only in accordance with clause B32 (*Termination*) (whereupon a corresponding reduction in the Charges shall be made) and thereafter the Authority may supply or procure a third party to supply such part of the Services.

B28.2. If the Authority exercises any of its rights under clause B28.1, the Provider must indemnify the Authority for any costs reasonably incurred (including reasonable professional costs and any reasonable administration costs) in respect of the supply of any part of the Services by the Authority 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 Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

B29. CONTRACT MANAGEMENT

B29.1. If the Parties have agreed a consequence in relation to the Provider failing to meet a Quality Outcomes Indicator as set out in Appendix C (*Quality Outcomes Indicators*) and the Provider fails to meet the Quality Outcomes Indicator, the Authority may exercise the agreed consequence immediately and without issuing a Contract Query, irrespective of any other rights the Authority may have under this clause B29.

B29.2 The provisions of this clause B29 do not affect any other rights and obligations the Parties may have under this Contract.

B29.3 Clauses B29.19. B29.23, B29.24 and B29.26 will not apply if the Provider's failure to agree or comply with a Remedial Action Plan (as the case may be) is as a result of an act or omission or the unreasonableness of the Authority.

Contract Query

B29.4 If the Authority has a Contract Query it may issue a Contract Query Notice to the Provider.

B29.5 If the Provider has a Contract Query it may issue a Contract Query Notice to the Authority.

Excusing Notice

B29.6 The Receiving Party may issue an Excusing Notice to the Issuing Party within 5 Business Days of the date of the Contract Query Notice.

B29.7 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 Management Meeting

B29.8 Unless the Contract Query Notice has been withdrawn, the Authority 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.

B29.9 At the Contract Management Meeting the Authority and the Provider must agree either:

a) that the Contract Query Notice is withdrawn; or

b) to implement an appropriate Remedial Action Plan; or

c) to conduct a Joint Investigation.

B29.10 If a Joint Investigation is to be undertaken:

a) the Authority and the Provider must agree the terms of reference and timescale for the Joint Investigation (being no longer than 4 weeks) and the appropriate clinical and/or non-clinical representatives from each Party to participate in the Joint Investigation.

b) the Authority and the Provider may agree an Immediate Action Plan to be implemented concurrently with the Joint Investigation.

Joint Investigation

B29.11 On completion of a Joint Investigation, the Authority and the Provider must produce and agree a JI Report. The JI Report must include (without limitation) a recommendation to be considered at the next Review Meeting that either:

a) the Contract Query be closed; or

b) Remedial Action Plan be agreed and implemented.

B29.12 Either the Authority or the Provider may require a Review Meeting to be held at short notice in accordance with the provisions of this Contract to consider a JI Report.

Remedial Action Plan

B29.13 If a Remedial Action Plan is to be implemented, the Authority and the Provider must agree the contents of the Remedial Action Plan within:

a) 5 Business Days following the Contract Management Meeting; or

b) 5 Business Days following the Review Meeting in the case of a Remedial Action Plan recommended under clause B29.11.

B29.14 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 B29.23, the consequences for failing to meet each milestone by the specified date.

B29.15 The Provider and the Authority must implement or meet the milestones applicable to it within the timescales set out in the Remedial Action Plan.

B29.16 The Authority and the Provider must record progress made or developments under the Remedial Action Plan in accordance with its terms. The Authority and the Provider must review and consider that progress on an ongoing basis and in any event at the next Review Meeting.

B29.17 If following implementation of a Remedial Action Plan:

a) the matters that gave rise to the relevant Contract Query Notice have been resolved, it must be noted in the next Review Meeting that the Remedial Action Plan has been completed;

b) any matter that gave rise to the relevant Contract Query Notice remains in the reasonable opinion of the Authority 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

B29.18. If the Authority and the Provider cannot agree a Remedial Action Plan within the relevant period specified in clause **Error! Reference source not found.**, they must jointly notify the Board of Directors of the Provider and the Authority's Chief Executive.

B29.19. If, 10 Business Days after notifying the Board of Directors and the Authority's Chief Executive, the Authority and the Provider still cannot agree a Remedial Action Plan, the Authority may withhold up to 2% of the monthly sums payable by it under clause **Error! Reference source not found.** (Charges and Payment) for each further month the Remedial Action Plan is not agreed.

B29.20. The Authority must pay the Provider any sums withheld under clause B29.19 within 10 Business Days of receiving the Provider's agreement to the Remedial Action Plan. Unless clause B29.25 applies, those sums are to be paid without interest.

Exception Reports

B29.21. If a Party breaches a Remedial Action Plan and does not remedy the breach within 5 Business Days of its occurrence, the Provider or the Authority (as the case may be) may issue a First Exception Report to that Party's chief executive and/or Board of Directors. If the Party in breach is the Provider, the Authority may withhold payment from the Provider in accordance with clause B29.23.

B29.22. 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 Authority or the Provider (as the case may be) may issue a Second Exception Report to:

a) the relevant Party's chief executive and/or Board of Directors; and/or;

b) CQC or any other Regulatory 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

B29.23. If the Provider breaches a Remedial Action Plan:

a) the Authority may withhold, in respect of each milestone not met, up to 2% of the aggregate monthly sums payable by the Authority under clause **Error! Reference source not found.** (Charges and Payment), 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 Authority under clause **Error! Reference source not found.** (Charges and Payment) in relation to each Remedial Action Plan;

b) the Authority must pay the Provider any sums withheld under clause B29.23(a) within 10 Business Days following the Authority's confirmation that the breach of the Remedial Action Plan has been rectified. Subject to clause B29.25, no interest will be payable on those sums.

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

B29.24. If the Provider is in breach of a Remedial Action Plan the Authority may, when issuing any Second Exception Report retain permanently any sums withheld under clause B29.23.

Unjustified Withholding or Retention of Payment

B29.25. If the Authority withholds sums under clause B29.19 or clause B29.23 or retain sums under clause B29.24, and within 20 Business Days of the date of that withholding or retention (as the case may be) the Provider produces evidence satisfactory to the Authority that the relevant sums were withheld or retained unjustifiably, the Authority must pay those sums to the Provider within 10 Business Days following the date of the Authority's acceptance of that evidence, together with interest at the Default Interest Rate for the period for which the sums were withheld or retained. If the Authority does not accept the Provider's evidence the Provider may refer the matter to Dispute Resolution.

Retention of Sums Withheld on Expiry or Termination of this Contract

B29.26. 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 clause **Error! Reference source not found.**; or

b) before the Expiry Date or earlier termination of this Contract,

whichever is the earlier, the Authority may retain permanently any sums withheld under clause B29.19.

B29.27. If the Provider does not rectify a breach of a Remedial Action Plan before the Expiry Date or earlier termination of this Contract, the Authority may retain permanently any sums withheld under clause B29.23.

B30. DISPUTE RESOLUTION

B30.1. If there is any dispute between the Parties arising out of or in connection with this Agreement (the "Dispute") the Authority Representative and Provider Representative (the "Authorised Representatives") shall work together in good faith to resolve the Dispute to the mutual satisfaction of the Parties.

B30.2. If the Authorised Representatives cannot resolve the Dispute within ten (10) Business Days of it being referred to the Authorised Representatives the Dispute shall be referred to the Chief Executive and Board of Directors of each Party, who shall attempt in good faith to resolve the Dispute to the mutual satisfaction of the Parties.

B30.3. If the Dispute arises out of or is in connection with the sum payable to the Provider in accordance with B8 (Charges) of this Contract, or any other financial remuneration due from the Authority to the Provider, then either Party may refer the dispute for resolution by expert determination in accordance with the procedure in Appendix M of this Contract.

B30.4. The decision of an expert in accordance with Appendix M shall be binding on, and implemented by the parties pending final determination of the relevant dispute by the English Courts.

B30.5. The provisions of this clause B30 shall survive termination or expiry of this Contract.

B31. SUSPENSION AND CONSEQUENCES OF SUSPENSION

B31.1. A suspension event shall have occurred if:

a) the Authority reasonably considers that a breach by the Provider of any obligation under this Contract:

(i) may create an immediate and serious threat to the health or safety of any Service User; or

(ii) may result in a material interruption in the provision of any one or more of the Services; or

b) clause B31.1 does not apply, but the Authority, acting reasonably, considers that the circumstances constitute an emergency, (which may include an event of Force Majeure) affecting provision of a Service or Services; or

c) the Provider is prevented, or will be prevented, from providing a Service due to the termination, suspension, restriction or variation of any Consent,

(each a ***Suspension Event***).

B31.2. Where a Suspension Event occurs the Authority:

a) may by written notice to the Provider and with immediate effect suspend any affected Service, or the provision of any affected Service, until the Provider demonstrates to the reasonable satisfaction of the Authority that it is able to and will perform the suspended Service, to the required standard; and

b) must where applicable promptly notify CQC and/or any relevant Regulatory Body of the suspension.

B31.3. During the suspension of any Service under clause B31.2, the Provider must comply with any steps the Authority reasonably specifies in order to remedy the Suspension Event, including where the Authority's decision to suspend pursuant to clause B31.2 has been referred to dispute resolution under clause B30 (*Dispute Resolution*).

B31.4. During the suspension of any Service under clause B31.2, the Provider will not be entitled to claim or receive any payment for the suspended Service except in respect of:

a) all or part of the suspended Service the delivery of which took place before the date on which the relevant suspension took effect in accordance with clause B31.2; and/or

b) all or part of the suspended Service which the Provider continues to deliver during the period of suspension in accordance with clause B31.5.

B31.5. The Parties must use all reasonable endeavours to minimise any inconvenience caused or likely to be caused to Service Users as a result of the suspension of the Service.

B31.6. Except where suspension occurs by reason of an event of Force Majeure, the Provider must indemnify the Authority in respect of any Losses directly and reasonably incurred by the Authority in respect of that suspension (including for the avoidance of doubt Losses incurred in commissioning the suspended Service).

B31.7. Following suspension of a Service the Provider must at the reasonable request of the Authority and for a reasonable period:

a) co-operate fully with the Authority and any Successor Provider of the suspended Service in order to ensure continuity and a smooth transfer of the suspended Service and to avoid any inconvenience to or risk to the health and safety of Service Users, employees of the Authority or members of the public; and

b) at the cost of the Provider:

(i) promptly provide all reasonable assistance and all information necessary to effect an orderly assumption of the suspended Service by an alternative Successor Provider; and

(ii) deliver to the Authority all materials, papers, documents and operating manuals owned by the Authority and used by the Provider in the provision of the suspended Service.

B31.8. As part of its compliance with clause B31.7 the Provider may be required by the Authority to agree a transition plan with the Authority and/or any alternative Successor Provider.

B31.9. If it is determined, pursuant to clause B30 (*Dispute Resolution*), that the Authority acted unreasonably in suspending a Service, the Authority must indemnify the Provider in respect of any Loss directly and reasonably incurred by the Provider in respect of that suspension.

B31.10. During any suspension of a Service the Provider where applicable will implement the relevant parts of the Business Continuity Plan to ensure there is no interruption in the availability to the relevant Service.

B32. TERMINATION

B32.1. Either Party may voluntarily terminate this Contract or any Service by giving the other Party not less than 3 months' written notice at any time after the Service Commencement Date.

B32.2. The Authority may terminate this Contract in whole or part with immediate effect by written notice to the Provider if:

a) the Provider is in persistent or repetitive breach of the Quality Outcomes Indicators;

b) the Provider is in persistent breach of its obligations under this Contract;

c) the Provider:

(i) fails to obtain any Consent;

(ii) loses any Consent; or

(iii) has any Consent varied or restricted,

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

d) the Provider has breached the terms of clause B39 (*Prohibited Acts*) and Clause Cx;

e) any of the Provider's necessary registrations are cancelled by the CQC or other Regulatory Body as applicable;

f) the Provider materially breaches its obligations in clause **Error! Reference source not found.** (*Data Protection*);

g) two or more Second Exception Reports are issued to the Provider under clause B29.22 (*Contract Management*) within any rolling 6 month period which are not disputed by the Provider, or if disputed, are upheld under Dispute Resolution;

h) the Provider breaches the terms of clause **Error! Reference source not found.** (*Assignment and Sub-contracting*);

i) a resolution is passed or an order is made for the winding up of the Provider (otherwise than for the purpose of solvent amalgamation or reconstruction) or the Provider becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the Provider's property or equipment;

j) the Provider ceases or threatens to cease to carry on business in the United Kingdom; or

k) the Provider has breached any of its obligations under this Contract and that breach materially and adversely affects the provision of the Services in accordance with this Contract, and the Provider has not remedied that breach within 30 Business Days following receipt of notice from the Authority identifying the breach.

a) the Provider committing a material breach in respect of any requirements set out in Sections [C. 8 & 9(Staff Transfer)] or

b) any failure by the Provider to enter into or to comply with an Admission Agreement under the Annex to either [Part A or Part B of Section C8 & C9 (Staff Transfer)]

B32.3. Either Party may terminate this Contract or any Service by written notice, with immediate effect, if and to the extent that the Authority or the Provider suffers an event of Force Majeure and such event of Force Majeure persists for more than 30 Business Days without the Parties agreeing alternative arrangements.

B32.4. The Provider may terminate this Contract or any Service with immediate effect by written notice to the Authority if the Authority is in material breach of any obligation under this Contract provided that if the breach is capable of remedy, the Provider may only terminate this Contract under this clause B32.4 if the Authority has failed to remedy such breach within 30 Business Days of receipt of notice from the Provider to do so.

B33. CONSEQUENCE OF EXPIRY OR TERMINATION

B33.1. 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.

B33.2. On the expiry or termination of this Contract or termination of any Service for any reason the Authority, the Provider, and if appropriate any successor provider, will agree a Succession Plan and the Parties will comply with the provisions of the Succession Plan.

B33.3. On the expiry or termination of this Contract or termination of any Service the Provider must co-operate fully with the Authority to migrate the Services in an orderly manner to the successor provider.

B33.4. In the event of termination or expiry of this Contract, the Provider must cease to use the Authority's Confidential Information and on the earlier of the receipt of the Authority's written instructions or 12 months after the date of expiry or termination, return all copies of the Confidential Information to the Authority.

B33.5. On termination of this Contract and on satisfactory completion of the Succession Plan (or where reasonably so required by the Authority before such completion) the Provider shall at its own cost deliver, and procure that its Staff, agents and sub-contractors deliver all data (including Authority Data) and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), to the Authority forthwith (in an accessible and legible format) and the Provider's Representative shall certify full compliance with this clause.

B33.6. If, as a result of termination of this Contract or of any Service in accordance with this Contract (except any termination under clauses B32.1 or B32.3 (*Termination*), the Authority procures any terminated Service from an alternative 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 Authority, acting reasonably, will be entitled to recover from the Provider (in addition to any other sums payable by the Provider to the Authority 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.

B33.7. The provisions of clauses B7 (*Staff*), B8 (*Charges and Payment*), B11 (*Incidents Requiring Reporting*), B13 (*Service User Health Records*), B14 (*Information*), B23 (*Assignment and Sub-contracting*), B24 (*Audit and Inspection*), B33 (*Consequence of Expiry or Termination*), B36 (*Confidentiality*) and B38 (*Freedom of Information and Transparency*) Section C 11 *(Employment Exit Provisions)* will survive termination or expiry of this Contract.

B34. BUSINESS CONTINUITY

B34.1. The Provider must comply with the Civil Contingencies Act 2004 and with any applicable national and local civil contingency plans.

B34.2. The Provider must, unless otherwise agreed by the Parties in writing, maintain a Business Continuity Plan and must notify the Authority as soon as reasonably practicable of its activation and in any event no later than 5 Business Days from the date of such activation.

B34.3. The Provider shall comply at all times with the relevant provisions of the Business Continuity Plan.

B34.4. Following the activation of the Business Continuity Plan in respect of any of the Services, the Provider shall:

a) implement the Business Continuity Plan;
b) continue to provide the affected Services to the Authority in accordance with the Business Continuity Plan; and
c) restore the affected Services to normal within the period laid out in the Business Continuity Plan.

B34.5. To the extent that the Provider complies fully with the provisions of this clause B34 (and the reason for the activation of the Business Continuity Plan was not in breach of any of the other terms of this Contract on the part of the Provider), the Quality Outcomes Indicators to which the affected Services are to be provided during the continuation of the situation shall be as set out in the Business Continuity Plan or (if none) the best service levels which are reasonably achievable in the circumstances.

B35. COUNTER-FRAUD AND SECURITY MANAGEMENT

B35.1. The Provider must put in place and maintain appropriate counter fraud and security management arrangements.

B35.2. The Provider must take all reasonable steps, in accordance with good industry practice, to prevent Fraud by Staff and the Provider in connection with the receipt of monies from the Authority.

B35.3. The Provider must notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

B35.4. If the Provider or its Staff commits Fraud in relation to this or any other contract with the Authority, the Authority may terminate this Contract by written notice to the Provider with immediate effect (and terminate any other contract the Provider has with the Authority) and recover from the Provider the amount of any Loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services for the remainder of the term of this Contract had it not been terminated.

B35.5. Clause CX applies in addition to the terms of this clause B35

B36. CONFIDENTIALITY

B36.1. Other than as allowed in this Contract, Confidential Information is owned by the Party that discloses it (the "**Disclosing Party**") and the Party that receives it (the "**Receiving Party**") has no right to use it.

B36.2. Subject to Clauses B36.3 and B36.4, the Receiving Party agrees:

a) to use the Disclosing Party's Confidential Information only in connection with the Receiving Party's performance under this Contract;

b) not to disclose the Disclosing Party's Confidential Information to any third party or to use it to the detriment of the Disclosing Party; and

c) to maintain the confidentiality of the Disclosing Party's Confidential Information and to return it immediately on receipt of written demand from the Disclosing Party.

B36.3. The Receiving Party may disclose the Disclosing Party's Confidential Information:

a) in connection with any dispute resolution under clause B30 (*Dispute Resolution*);

b) in connection with any litigation between the Parties;

c) to comply with the Law;

d) to its staff, consultants and sub-contractors, who shall in respect of such Confidential Information be under a duty no less onerous than the Receiving Party's duty set out in clause B36.2;

e) to comply with a regulatory bodies request.

B36.4. The obligations in clause B36.1 and clause B36.2 will not apply to any Confidential

Information which:

a) is in or comes into the public domain other than by breach of this Contract;

b) the Receiving Party can show by its records was in its possession before it received it from the Disclosing Party; or

c) the Receiving Party can prove that it obtained or was able to obtain from a source other than the Disclosing Party without breaching any obligation of confidence.

B36.5. The Receiving Party shall indemnify the Disclosing Party and shall keep the Disclosing Party indemnified against Losses and Indirect Losses suffered or incurred by the Disclosing Party as a result of any breach of this clause B36.

B36.6. The Parties acknowledge that damages would not be an adequate remedy for any breach of this clause B36 by the Receiving Party, and in addition to any right to damages the Disclosing Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this clause B36.

B36.7. This clause B36 shall not limit the Public Interest Disclosure Act 1998 in any way whatsoever.

B36.8. The obligations in clause B36.1 and clause B36.2 shall not apply where the Confidential Information is related to an item of business at a board meeting of the Authority or of any committee, sub-committee or joint committee of the Authority or is related to an executive decision of the Authority and it is not reasonably practicable for that item of business to be transacted or that executive decision to be made without reference to the Confidential Information, provided that the Confidential Information is exempt information within the meaning of Section 101 of the Local Government Act 1972 (as amended), the Authority shall consider properly whether or not to exercise its powers under Part V of that Act or (in the case of executive decisions) under the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 as amended to prevent the disclosure of that Confidential Information and in doing so shall give due weight to the interests of the Provider and where reasonably practicable shall consider any representations made by the Provider.

B37. DATA PROTECTION

B37.1. The Parties acknowledge and shall (and the Provider shall procure that its Staff involved in the Services shall) comply with their respective duties under the DPA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

B37.2. To the extent that the Provider is acting as a Data Processor on behalf of the Authority, 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 Authority 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 B37.3 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 Authority with such information as the Authority may reasonably require to satisfy itself that the Provider is complying with its obligations under the DPA;

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

f) Promptly notify the Authority of any breach of the security measures required to be put in place pursuant to this clause B37;

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

B37.3. To the extent that any Authority data is held and/or processed by the Provider, the Provider shall supply that Authority data to the Authority as requested by the Authority.

B37.4. The Provider and the Authority shall ensure that Personal Data is safeguarded at all times in accordance with the Law.

B32.5. The Provider shall not disclose Personal Data to any third parties other than:

a) to Staff and Sub-Contractors to whom such disclosure is reasonably necessary in order for the Provider to carry out the Services; or

b) to the extent required under a court order,

c) provided that disclosure under clause B37.5(a) is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this clause B37 and that the Provider shall give notice in writing to the Authority of any disclosure of Personal Data which either the Provider or a Sub-Contractor is required to make under clause B37.5(b) immediately upon becoming aware of such a requirement.

B32.6. The Authority may, at reasonable intervals, request a written description of the technical, contractual and organisational methods employed by the Provider or the sub-contractors referred to in clause B37.5. Within twenty (20) Business Days of such a request, the Provider shall supply written particulars of all such measures detailed to a reasonable level such that the Authority can determine whether or not, in connection with the Personal Data, it is compliant with the DPA.

B32.7. The Provider must, in accordance with HSCIC reporting requirements with respect to suspected and/or actual Information Governance Serious Incidents Requiring Investigation (IG SIRI) and/or Cyber Serious Incidents Requiring Investigation (Cyber SIRI) ensure that serious incidents related to suspected or actual breach of the principles of the DPA or any cyber related incident which has or is suspected of having compromised information assets within cyberspace are:

a) reported in writing to the Authority's SIRO and Information Governance Officer within 24 hours of such incident having occurred or suspected of having occurred;

and

b) that such IG SIRI and Cyber SIRIs are managed in accordance with the current version at the time of the incident of the HSCIC " Checklist Guidance for Reporting, Managing and Investigation Information Governance and Cyber Security Serious Incidents Requiring Investigation" and reported via the IG Toolkit incident Reporting Tool where appropriate

B38. FREEDOM OF INFORMATION AND TRANSPARENCY

B38.1. Where the parties are Public Authorities, they each acknowledge their respective duties under the FOIA and must give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

B38.2. If the Provider is not a Public Authority, the Provider acknowledges that the Authority is subject to the requirements of the FOIA and will assist and co-operate with the Authority to enable the Authority to comply with its disclosure obligations under the FOIA. Accordingly the Provider agrees:

a) that this Contract and any other recorded information held by the Provider on the Authority's behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA;

b) that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the Authority;

c) that if the Provider receives a request for information under the FOIA, it will not respond to such request (unless directed to do so by the Authority) and will promptly (and in any event within 2 Business Days) transfer the request to the Authority;

d) that the Authority, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Provider and this Contract either without consulting with the Provider, or following consultation with the Provider and having taken its views into account; and

e) to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA, and providing copies of all information requested by a Authority within 5 Business Days of such request and without charge.

B38.3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information.

B38.4. Notwithstanding any other provision of this Contract, the Provider hereby consents to the publication of this Contract in its entirety including from time to time agreed changes to this Contract subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.

B38.5. In preparing a copy of this Contract for publication pursuant to clause B38.4 the Authority may consult with the Provider to inform its decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the Authority's absolute discretion.

B38.6. The Provider must assist and co-operate with the Authority to enable the Authority to publish this Contract.

B38.7. In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Authority will be disclosing information on its website in relation to monthly expenditure over £500 (five hundred pounds) in relation to this Contract. The information will include the Provider's name and the monthly Charges paid. The Parties acknowledge that this information is not Confidential Information or commercially sensitive information.

B39. PROHIBITED ACTS

B39.1. Neither Party shall do any of the following:

a) offer, give, or agree to give the other Party (or any of its officers, employees or agents) any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining of performance of this Contract or any other contract with the other Party, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the other Party; and

b) in connection with this Contract, pay or agree to pay any commission, other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the other Party,

(together "**Prohibited Acts**").

B39.2. If either Party or its employees or agents (or anyone acting on its or their behalf) commits any Prohibited Act or commits any offence under the Bribery Act 2010 with or without the knowledge of the other Party in relation to this Contract, the non-defaulting Party shall be entitled:

a) to exercise its right to terminate under clause B32.2 (*Termination*) and to recover from the defaulting Party the amount of any loss resulting from the termination; and

b) to recover from the defaulting Party the amount or value of any gift, consideration or commission concerned; and

c) to recover from the defaulting Party any loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence.

B39.3. Each Party must provide the other Party upon written request with all reasonable assistance to enable that Party to perform any activity required for the purposes of complying with the Bribery Act 2010. Should either Party request such assistance the Party requesting assistance must pay the reasonable expenses of the other Party arising as a result of such request.

B39.4. The Provider must have in place an anti-bribery policy for the purposes of preventing any of its Staff from committing a prohibited act under the Bribery Act 2010. Such policy must be disclosed to the Authority within 5 Business Days of the Authority requesting it and enforced by the Provider where applicable.

B39.5. Should the Provider become aware of or suspect any breach of this clause B39, it will notify the Authority immediately. Following such notification, the Provider must respond promptly and fully to any enquiries of the Authority, co-operate with any investigation undertaken by the Authority and allow the Authority to audit any books, records and other relevant documentation.

B39.6. The Parties agree that Clause C2 applies in addition to this Clause B39

B40. FORCE MAJEURE

B40.1. Subject to the remaining provisions of this clause B40, neither party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.

B40.2. 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) promptly 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 agreement;
c) use reasonable endeavours to carry out its obligations under this Agreement in any way that is reasonably practicable; and
d) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

B40.3. 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.

B40.4. The Provider cannot claim relief if the Force Majeure Event is one where a reasonable service provider should have foreseen and provided for the cause in question.

B40.5. 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 agreement. 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 Good Clinical Practice.

B40.6. 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 agreement. 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.

B40.7. The Authority may, during the continuance of any Force Majeure Event, terminate this agreement by written 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 25 Business Days.

B41. THIRD PARTY RIGHTS

B41.1. No term of this Contract is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Contract.

B42. CAPACITY

B42.1. Without prejudice to the contractual rights and/or remedies of the Provider expressly set out in this Contract, the obligations of the Authority under this Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in this Contract shall operate as an obligation upon the Authority or in any way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability on the part of the Authority under this Contract (howsoever arising) in any capacity other than as contracting counterparty.

B43. SEVERABILITY

B43.1. If any provision or part of any provision of this Contract is declared invalid or otherwise unenforceable, the provision or part of the provision as applicable will be severed from this Contract and this will not affect the validity and/or enforceability of the remaining part of that provision or other provisions of this Contract.

B44. WAIVER

B44.1. Any relaxation or delay by either Party in exercising any right under this Contract will not be taken as a waiver of that right and will not affect the ability of that Party subsequently to exercise that right.

B45. PUBLICITY

B45.1. Without prejudice to clause B38 (*Freedom of Information and Transparency*), except with the written consent of the Authority, (such consent not to be unreasonably withheld or delayed), the Provider must not make any press announcements in relation to this Contract in any way.

B45.2. The Provider must take all reasonable steps to ensure the observance of the provisions of clause B45.1 by all its staff, servants, agents, consultants and sub-contractors.

B46. EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY

B46.1. Nothing in this Contract creates a partnership or joint venture or relationship of employer and employee or principal and agent between the Authority and the Provider.

B47. GOVERNING LAW AND JURISDICTION

B47.1. This Contract will be governed by and interpreted in accordance with English Law and will be subject to the exclusive jurisdiction of the Courts of England and Wales.

B47.2. Subject to the provisions of clause B30 (*Dispute Resolution*), the Parties agree that the courts of England have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Contract.

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APPENDIX A

SERVICE SPECIFICATIONS

Service Specification No.	
Service	
Authority Lead	[redacted], Director of Public Health
Provider Lead	[to be inserted]
Period	
Date of Review	

1. Population Needs

1.1 National/local context and evidence base

National/Local Context

Evidence Base

2. Key Service Outcomes

2.1 Insert any locally agreed outcomes and quality requirements which are NOT Quality Outcomes Indicators which should be set out in Appendix C (*Quality Outcomes Indicators*)

3. Scope

3.1 Aims and objectives of service

3.2 Service description/pathway

3.3 Population covered

3.4 Any acceptance and exclusion criteria and thresholds

3.5 Interdependencies with other services

3.6 Any activity planning assumptions

Drafting note: remember any associated public health medicine prescribing costs and fees

4. Applicable Service Standards

4.1 Applicable national standards eg NICE

.

4.2 Applicable local standards

5. Location of Provider Premises

The Provider's Premises are located at:

6. Required Insurances

Refer to Section C Special Conditions Clause C1.

APPENDIX B

CONDITIONS PRECEDENT

1. Provide the Authority with a copy of the Provider's registration with the CQC where the Provider must be so registered under the Law

[Please insert any locally agreed conditions that must be satisfied prior to commencing service delivery – eg provide a copy of insurance certificate]

:

APPENDIX C

QUALITY OUTCOMES INDICATORS

Quality Outcomes Indicators	Threshold	Method of Measurement	Consequence of breach

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APPENDIX D

SERVICE USER, CARER AND STAFF SURVEYS

[***Insert form, frequency and reporting process where required]***

APPENDIX E

CHARGES

[*Please list the price(s) for the Services or set out the total charges to be paid*]

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APPENDIX F

SAFEGUARDING POLICIES

[*Please append safeguarding children and vulnerable adults policy of Provider*]

APPENDIX G

INCIDENTS REQUIRING REPORTING PROCEDURE

Insert pursuant to clause *Error! Reference source not found.* ***(Incidents Requiring Reporting) procedure for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) reportable Patient Safety Incidents; and (3) Non-Service User incidents]***

APPENDIX H

INFORMATION PROVISION

[Insert type, format, frequency and timescales and consequence for non-provision of required information]

APPENDIX I

TRANSFER OF AND DISCHARGE FROM CARE PROTOCOLS

***Insert any locally agreed protocols including contents for discharge correspondence and relevant timescales for delivering such correspondence*]**

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APPENDIX J

SERVICE QUALITY PERFORMANCE REPORT

[Insert format and manner of provision of the Service Quality Performance Report, together with the factors to be measured and reported on]

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APPENDIX K

DETAILS OF REVIEW MEETINGS

[Insert frequency and manner of Review Meetings]

APPENDIX L

AGREED VARIATIONS

[*Insert agreed Variations*]

APPENDIX M

DISPUTE RESOLUTION

General Principles

1 The Expert shall act impartially.

2 The Expert may take the initiative in ascertaining the facts and the law. He may use his own knowledge and experience.

3 The Expert's decision shall be binding until the dispute is finally determined by legal proceedings.

4 The Parties shall implement the Expert's decision without delay whether or not the dispute is to be referred to legal proceedings.

Application

5 If a conflict arises between this procedure and the Contract, unless the Contract provides otherwise, this procedure shall prevail.

Appointment of the Expert

6 Either Party may give notice at any time of its intention to refer a dispute arising under the Contract to expert determination by giving a written notice ("the Notice") to the other Party. The Notice shall include a brief statement of the issue or issues which it is desired to refer and the redress sought. The referring Party shall send a copy of the Notice to the Expert within 1 Business Day of the date of his/her appointment.

7 Where the Parties have agreed upon the identity of the Expert who has confirmed their readiness and willingness to embark upon the expert determination within 5 Business Days of the Notice, then that person shall be the Expert.

8 Where the Parties have not so agreed upon an Expert, or where such person has not so confirmed his willingness to act, then any Party may apply to the Chartered Institute of Arbitrators for the nomination of an Expert. The request shall be in writing, accompanied by a copy of the Notice and the appropriate fee.

9 If, for any reason, the Expert is unwilling to act, or fails to reach their decision within the time required by this procedure, either Party may request the Chartered Institute of Arbitrators to nominate a replacement Expert.

10 Unless the Parties and the Expert otherwise agree, the Expert shall be appointed on the terms and conditions set out in the attached Agreement and shall be entitled to a reasonable fee and expenses.

11 If a Party objects to the appointment of a particular person as Expert, that objection shall not invalidate the Expert's appointment or any decision they may reach.

Conduct of the Expert Determination

12 The Party serving the Notice shall send to the Expert within 5 Business Days of the appointment of the Expert and at the same time copy to the other Party, a statement of its case including a copy of the Notice, the Contract, details of the circumstances giving rise to the dispute, the reasons why it is entitled to the redress sought, and the evidence upon which it relies. The statement of case shall be confined to the issues raised in the Notice.

13 The date of referral shall be the date on which the Expert receives the statement of case in accordance with paragraph 12 above.

14 The Expert shall reach their decision within 30 Business Days of the date of referral, or such longer period as is agreed by the Parties after the dispute has been referred.

15 The Expert shall have complete discretion as to how to conduct the expert determination, and shall establish the procedure and timetable, subject to any limitation there may be in the Contract. Without prejudice to the generality of these powers he/she may:

- 15.1 request a written response, further argument or counter argument;
- 15.2 request the production of documents or the attendance of people whom he/she considers could assist;
- 15.3 meet and question the Parties and their representatives;
- 15.4 limit the length or time for submission of any statement, response or argument;

15.5 proceed with the expert determination and reach a decision even if a Party fails to comply with a request or direction of the Expert;

15.6 issue such further directions as he/she considers to be appropriate.

16 The Parties shall comply with any request or direction of the Expert in relation to the expert determination.

17 The Expert may obtain legal or technical advice, provided that they have notified the Parties of his/her intention first. He/She shall provide the Parties with copies of any written advice received.

18 The Expert shall decide the matters set out in the Notice, together with any other matters which the Parties and the Expert agree shall be within the scope of the expert adjudication.

19 The Expert shall determine the rights and obligations of the Parties in accordance with the law of the Contract.

20 Any Party may at any time ask that additional parties shall be joined in the adjudication. Joinder of additional parties shall be subject to the agreement of the Expert and the existing and additional parties. An additional party shall have the same rights and obligations as the other Parties, unless otherwise agreed by the Expert and the Parties.

21 The Expert may resign at any time on giving notice in writing to the Parties.

The Decision

22 The Expert shall reach and issue their decision to the Parties within the time limits in paragraph 14. He/she shall be required to give reasons unless both Parties agree at any time that he shall not be required to give reasons.

23 If the Expert fails to reach or issue a decision in accordance with paragraph 22, they shall not be entitled to any fees or expenses (save for the cost of any legal or technical advice subject to the Parties having received such advice).

24 The Expert may open up, review and revise any certificate, decision, direction, instruction, notice, opinion, requirement or valuation made in relation to the Contract.

25 The Expert may in any decision direct the payment of such simple or compound interest from such dates, at such rates and with such rests, as they consider appropriate.

26 The Expert may, within 5 Business Days of delivery of the decision to the Parties, correct his/her decision so as to remove any error arising from an accidental error or omission or to clarify or remove any ambiguity.

27 The Parties shall bear their own costs and expenses incurred in the expert determination.

28 The Parties shall be jointly and severally liable for the Expert's fees and expenses, including those of any legal or technical adviser appointed under paragraph 17, but the Expert may direct a Party to pay all or part of the fees and expenses. If he/she makes no such direction, the Parties shall pay them in equal shares. The Party requesting the expert determination shall be liable for the Expert's fees and expenses if the expert determination does not proceed.

29 The Parties shall be entitled to the redress set out in the decision and to seek summary enforcement, whether or not the dispute is to be finally determined by legal proceedings. No issue decided by the Expert may subsequently be referred for decision by another Expert unless so agreed by the Parties.

30 In the event that the dispute is referred to legal proceedings, the Expert's decision shall not inhibit the right of the court to determine the Parties' rights or obligations as if no expert determination had taken place.

Miscellaneous Provisions

31 Unless the Parties agree, no Party may call the Expert as a witness in any legal proceedings concerning the subject matter of the expert determination.

32 The Expert is not liable for anything done or omitted in the discharge or purported discharge of his functions as Expert (whether in negligence or otherwise) unless the act or omission is in bad faith, and any employee or agent of the Expert is similarly protected from liability.

33 The Expert is appointed to determine the dispute or disputes between the Parties and his/her decision may not be relied upon by third parties, to whom he shall owe no duty of care.

34 This procedure shall be interpreted in accordance with the law of England and Wales.

Definitions

"Expert" means the person named as such in the Contract or appointed in accordance with this procedure.

"Contract" means this Agreement.
"Notice" means the notice given under paragraph 6.
"Party" means a party to the Contract, and any additional parties joined under paragraph 20 and 'referring Party' means the Party who gives notice under paragraph 6.

AGREEMENT

This Agreement is made on the day of 20

Between

1……
of …….
…… (the Referring Party)

2 ……
of …….
……(the Responding Party)

3……
of …….
…… (the Expert)

A dispute has arisen between the Parties under a contract between them dated …….. ("the Contract") in connection with ……

which has been referred to expert determination in accordance with the expert determination procedure in the Contract (the Procedure) and the Expert has been requested to act.

The Parties and the Expert agree that their rights and obligations shall be as set out in and subject to the terms of this Agreement:

1 The expert determination shall be conducted in accordance with the Procedure.

2 The Parties shall be jointly and severally liable to pay the Expert's fees and expenses as set out in the schedule below and in accordance with the Procedure.

3 The Expert and the Parties shall keep the expert determination confidential, except so far as is necessary to enable a Party to implement or enforce the Expert's decision.

4 The Expert may destroy all documents received during the course of the expert determination six Months after delivering his decision, provided that he shall give the parties 14 days notice of his intention to do so and that he shall return the documents to the Parties if they so request.

5 The Expert shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as Expert (whether in negligence or otherwise) unless the act or omission is in bad faith, and any employee or agent of the Expert shall be similarly protected from liability.

6 This Agreement shall be interpreted in accordance with the law of England and Wales.

Schedule

The Expert shall be paid £……. per hour in respect of all time spent on the expert determination, including travelling time, with a maximum of £…….. per day.

The Expert shall be reimbursed his reasonable expenses and disbursements in respect of the cost of legal or technical advice obtained in accordance with the Procedure, travelling, hotel and similar expenses, room charges and other extraordinary expenses necessarily incurred.

The Expert is / is not * currently registered for VAT (where the Expert is registered for VAT, it shall be payable in accordance with the rates current at the date the work is done). * delete as applicable.

Signed on behalf of the Referring Party

……

Signed on behalf of the Responding Party

……

Signed on behalf of the Expert

……

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APPENDIX N

SUCCESSION PLAN

Appendix O

Definitions and Interpretation

1. The headings in this Contract shall not affect its interpretation.

2. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

3. References to a statutory provision shall include any subordinate legislation made from time to time under that provision.

4. References to Sections, clauses and Appendices are to the Sections, clauses and Appendices of this Contract, unless expressly stated otherwise.

5. References to anybody, organisation or office shall include reference to its applicable successor from time to time.

6. Any references to this Contract or any other documents includes reference to this Contract or such other documents as varied, amended, supplemented, extended, restated and/or replaced from time to time.

7. Use of the singular includes the plural and vice versa.

8. The following terms shall have the following meanings:

Activity means any levels of clinical services and/or Service User flows set out in a Service Specification

Authorised Person means the Authority and anybody or person concerned with the provision of the Service or care of a Service User

Authority Representative means the person identified in clause A4.1 (*Representatives*) or their replacement

Best Value Duty means the duty imposed by section 3 of the Local Government Act 1999 (the ***LGA 1999***) as amended, and under which the Authority is under a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to any applicable guidance issued from time to time

Board of Directors means the executive board or committee of the relevant organisation

Business Continuity Plan means the Provider's plan referred to in Clause B34.2 (*Business Continuity*) relating to continuity of the Services, as agreed with the Authority and as may be amended from time to time

Business Day means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London

Caldicott Guardian means the senior health professional responsible for safeguarding the confidentiality of patient information

Care Quality Commission or CQC means the care quality commission established under the Health and Social Care Act 2008

Carer means a family member or friend of the Service User who provides day-to-day support to the Service User without which the Service User could not manage

CEDR means the Centre for Effective Dispute Resolution

Charges means the charges which shall become due and payable by the Authority to the Provider in respect of the provision of the Services in accordance with the provisions of this Contract, as such charges are set out in Appendix E (*Charges*)

Commencement Date means the date identified in clause A3.1 (*Commencement and Duration*)

Competent Body means anybody that has authority to issue standards or recommendations with which either Party must comply

Conditions Precedent means the conditions precedent, if any, to commencement of service delivery referred to in clause A3.2 (*Commencement and Duration*) and set out in Appendix B (*Conditions Precedent*)

Confidential Information means any information or data in whatever form disclosed, which by its nature is confidential or which the Disclosing Party acting reasonably states in writing to the Receiving Party is to be regarded as confidential, or which the Disclosing Party acting reasonably has marked 'confidential' (including, without limitation, financial information, or marketing or development or work force plans and information, and information relating to services or products) but which is not Service User Health Records or information relating to a particular Service User, or Personal Data, pursuant to an FOIA request, or information which is published as a result of government policy in relation to transparency

Consents means:

(i) any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by Law for or in connection with the performance of Services; and/or

(ii) any necessary consent or agreement from any third party needed either for the performance of the Provider's obligations under this Contract or for the provision by the Provider of the Services in accordance with this Contract

Contract has the meaning given to it in clause A1.1 (*Contract*)

Contract Query means:

(i) a query on the part of the Authority 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 the Authority of any obligation on its part under this Contract,

as appropriate

Contract Query Notice means a notice setting out in reasonable detail the nature of a Contract Query

Contract Management Meeting means a meeting of the Authority and the Provider held in accordance with clause B29.8 (*Contract Management*)

CQC Regulations means the Care Quality Commission (Registration) Regulation 2009

Data Processor has the meaning set out in the DPA

Data Subject has the meaning set out in the DPA

DBS means 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 Authority

Default Interest Rate means LIBOR plus 2% per annum

Disclosing Party means the Party disclosing Confidential Information

Dispute means a dispute, conflict or other disagreement between the Parties arising out of or in connection with this Contract

DPA means the Data Protection Act 1998

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

"Employment Regulations" the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;

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 be 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

Equipment means the Provider's equipment, plant, materials and such other items supplied and used by the Provider in the performance of its obligations under this Contract

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

Expert means the person designated to determine a Dispute by virtue of paragraphs 1.6 or 1.7 of Appendix M (*Dispute Resolution*)

Expert Determination Notice means a notice in writing showing an intention to refer Dispute for expert determination

Expiry Date shall be the later of the Initial Expiry Date or the last day of any agreed extension period further to the provisions of Appendix L

First Exception Report mans a report issued in accordance with clause B29.21 (*Contract Management*) notifying the relevant Party's chief executive and/or Board of Directors of that Party's breach of a Remedial Action Plan and failure to remedy that breach

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Authority or relevant government department in relation to such legislation and the Environmental Information Regulations 2004

Force Majeure means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

(i) any industrial action occurring within the Provider's or any Sub-contractor's organisation; or

(ii) the failure by any Sub-contractor to perform its obligations under any Sub-contract

Fraud means any offence under the laws of the United Kingdom creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts or defrauding or attempting to defraud or conspiring to defraud the Authority

General Conditions has the meaning given to it in clause A1.1(b) (*Contract*)

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

Guidance means any applicable local authority, health or social care guidance, direction or determination which the Authority and/or the Provider have a duty to have regard to including any document published under section 73B of the NHS Act 2006

Immediate Action Plan means a plan setting out immediate actions to be undertaken by the Provider to protect the safety of Services to Service Users, the public and/or Staff

Indirect Losses means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, 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

Initial Expiry Date means 31st March 2016

Initial Term means a period of two years commencing on the Service Commencement Date and expiring on the Initial Expiry

Issuing Party means the Party which has issued a Contract Query Notice

JI Report means a report detailing the findings and outcomes of a Joint Investigation

Joint Investigation means an investigation by the Issuing party and the Receiving Party into the matters referred to in a Contract Query Notice

Law means:

(i) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;

(ii) any enforceable EU right within the meaning of Section 2(1) of the European Communities Act 1972;

(iii) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;

(iv) National Standards;

(v) Guidance; and

(vi) any applicable industry code

in each case in force in England and Wales

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

LIBOR means the London Interbank Offered Rate for 6 months sterling deposits in the London market

Local HealthWatch means the local independent consumer champion for health and social care in England

Losses means 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, excluding Indirect Losses

National Institute for Health and Clinical Excellence or **NICE** means the special health authority responsible for providing national guidance on the promotion of good health and the prevention and treatment of ill health (or any successor body)

National Standards means those standards applicable to the Provider under the Law and/or Guidance as amended from time to time

Negotiation Period means the period of 15 Business Days following receipt of the first offer

NHS Act 2006 means the National Health Service Act 2006

Option to Extend means the Authority's option to extend the Initial Term by a period of up to two years commencing from 1st April 2016

Parties means the Authority and the Provider and "Party" means either one of them

Patient 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

Personal Data has the meaning set out in the DPA

Prohibited Acts has the meaning given to it in clause B39.1 (*Prohibited Acts*)

Provider Representative means the person identified in clause A4.2 (*Representatives*) or their replacement

Provider's Premises means premises controlled or used by the Provider for any purposes connected with the provision of the Services which may be set out or identified in a Service Specification

Public Authority means as defined in section 3 of the FOIA

Quality Outcomes Indicators means the agreed key performance indicators and outcomes to be achieved as set out in Appendix C (*Quality Outcomes Indicators*)

Receiving Party means the Party which has received a Contract Query Notice or Confidential Information as applicable

'Regulated Activity' in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

'Regulated Provider' as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006

Regulatory Body means anybody other than CQC carrying out regulatory functions in relation to the Provider and/or the Services

Relevant Transfer means a transfer of employment to which the Employment Regulations applies;

Remedial Action Plan means 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 means any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);

Replacement Services any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or partial termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;

Required Insurances means the types of policy or policies providing levels of cover as specified in the Service Specification(s)

Restricted Person means any person: (i) other than an Institutional Investor who has a material interest in the production of tobacco products or alcoholic beverages; or (ii) whom the Co-ordinating Commissioner reasonably believes is inappropriate for public policy reasons to have a controlling interest in the Provider or in a Material Sub-contractor

Review Meeting means a meeting to be held in accordance with clause B19 (*Review Meetings*) or as otherwise requested in accordance with clause B19.2 (*Review Meetings*)

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 Appendix F (*Safeguarding Children and Vulnerable Adults*)

Second Exception Report means a report issued in accordance with clause B29.22 (*Contract Management*) notifying the recipients of a breach of a Remedial Action Plan and the continuing failure to remedy that breach

Serious Incident means an incident or accident or near-miss where a patient (whether or not a Service User), member of staff, or member of the public suffers serious injury, major permanent harm or unexpected death on the Provider's Premises or where the actions of the Provider, the Staff or the Authority are likely to be of significant public concern

Service Commencement Date means the date set out in clause A3.2 (*Commencement and Duration*)

Service Specification means each of the service specifications defined by the Authority and set out at Appendix A (*Service Specifications*)

Service User means the person directly receiving the Services provided by the Provider as specified in the Service Specifications and includes their Carer and Legal Guardian where appropriate

Service Quality Performance Report means a report as described in Appendix J (*Service Quality Performance Report*)

Services means the services (and any part or parts of those services) described in each of, or, as the context admits, all of the Service Specifications, and/or as otherwise provided or to be provided by the Provider under and in accordance with this Contract

Special Conditions has the meaning given to it in clause A1.1(c) (*Contract*)

Staff means all persons employed by the Provider to perform its obligations under this Contract together with the Provider's servants, agents, suppliers and Sub-contractors used in the performance of its obligations under this Contract

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 means a contract approved by the Authority between the Provider and a third party for the provision of part of the Services

Sub-contractor means any third party appointed by the Provider and approved by the Authority under clause B23.1 (*Assignment and Sub-contracting*) to deliver or assist with the delivery of part of the Services as defined in a Service Specification

Succession Plan means a plan agreed by the Parties to deal with transfer of the Services to an alternative provider following expiry or termination of this Contract as set out at Appendix N (*Succession Plan*)

Term means the period commencing on the Service Commencement Date and expiring on the Expiry Date

Transfer of and Discharge from Care Protocols means the protocols set out in Appendix I (*Transfer and Discharge from Care Protocols*)

VAT means value added tax in accordance with the provisions of the Value Added Tax Act 1994

Variation means a variation to a provision or part of a provision of this Contract

Variation Notice means a notice to vary a provision or part of a provision of this Contract issued under clause B22.2 (*Variations*).

SECTION C

SPECIAL TERMS AND CONDITIONS

DATA SECURITY

C1.1. Subject to clauses C1.2 to C1.5, the Provider shall be liable to the Authority for loss or corruption of any Authority Data, if and to the extent that such loss or corruption results from an act or omission of the Provider or from any default of the Provider.

C1.2. In the event of loss or corruption of Authority Data resulting from an act or omission of the Provider or a default of the Provider, the Provider shall return such data and software to a fully operational state as soon as is reasonably practicable thereafter. The Provider shall promptly notify the Authority (via the Authority's ICT Helpdesk) within one (1) Business Day if at any time the Provider becomes aware, suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, and inform the Authority of the remedial action the Provider proposes to take.

C1.3. If the Provider fails to comply with clause C1.2, and within any reasonable period notified to the Provider, the Provider fails to take any remedial action in respect of its breach of clause C1.2 as required by the Authority, the Authority may itself restore or procure the restoration of Authority Data, and shall be repaid by the Provider any reasonable expenses incurred in doing so including the restoration of the Authority Data.

C1.4. In the event of loss or corruption of Authority Data or software occurring otherwise than as a result of an act or omission of the Provider or from any default of the Provider, the Authority may in any event require the Provider to return such data and software to a fully operational state, provided that in such circumstances the Provider shall be reimbursed by the Authority for all reasonable costs of complying with such requirement (such costs to have been agreed by the Parties prior to being incurred by the Provider).

C1.5. The Provider shall ensure that any system on which the Provider holds any Authority Data, including back-up data, is a secure system that complies with, as a minimum, the requirements of a 'Community Health Provider' specified in the NHS Information Governance Toolkit to Level 2 compliance (as specified in the Conditions Precedent) and the Security Policy to include, but not limited to, the following requirements in the Security Policy:

(a) access to the system is restricted to the Staff with a legitimate need to access the Authority Data; and
(b) the system is kept up to date with the latest versions of operating system and anti-virus updates; and
(c) transfer of data to and from the system is conducted in a secure manner.

C1.6. The Provider shall be responsible for the proper implementation of the Security Policy and any loss or corruption of any data or software to the extent that the same would have been prevented by the proper use and implementation of the Security Policy.

C2. INSURANCE

C2.1. The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum of £5,000,000 (FIVE MILLION POUNDS) cover each. In respect of death or personal injury due to negligence will be unlimited

C2.2. **If appropriate and requested in Writing**, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.

C2.3. Where the Contractor is providing Services of a professional and clinical nature or the Council otherwise specifies that professional and clinical indemnity insurance is required, the Contractor shall hold and maintain professional and clinical indemnity insurance cover and shall ensure that all staff or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional and clinical indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £5,000,000 (ONE MILLION POUNDS) for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six years following the expiration or earlier termination of the agreement.

C2.4. The Contractor warrants that it has complied with this clause C3 and shall provide the Council with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.

C2.5. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the agreement the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

C2.6. This Clause C1 is in addition to Clause B27.1 (INSURANCE) of this Contract.

C3. PREVENTION OF BRIBERY

C3.1. The Contractor:

a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement 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 Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement

C3.2. The Contractor shall:

a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council 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) the Contractor shall, within 10 Business Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause C3 and provide such supporting evidence of compliance with this clause C3 by the Contractor as the Council may reasonably request.

C3.3. If any breach of clause C3.1 is suspected or known, the Contractor must notify the Council immediately

C3.4. If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause C3.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.

C3.5. The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause C3.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause C3.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:

a) with the authority; or,

b) with the actual knowledge of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or

c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge

C3.6. Any notice of termination under clause C3.5 must specify

a) the nature of the Prohibited Act;

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

c) the date on which this Agreement will terminate.

C3.7. Despite clause B30 (DISPUTE RESOLUTION), any dispute relating to:

a) the interpretation of clause 15; or

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

shall be determined by the Council and its decision shall be final and conclusive

C3.8. Any termination under clause C3.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

C3.9. **This clause C3 is an addition to B39 (PROHIBITED ACTS)**

C4. SAFEGUARDING VULNERABLE ADULTS

C4.1. 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.

C4.2. The Provider must fulfil its commitment to safeguard and promote the welfare of vulnerable adults and shall have the following in place:

a) Clear priorities for safeguarding and protecting vulnerable adults explicitly stated in strategic policy documents in accordance with the West Midlands Safeguarding Policy and the Shropshire Council Safeguarding arrangements;

b) A clear commitment by senior management of the organisation to the importance of safeguarding and protecting vulnerable adults

c) A clear line of accountability within the organisation for overseeing safeguarding and protecting vulnerable adults and that roles and accountability for taking action and reporting internally and in accordance with both the West Midlands Safeguarding Policy and the Authority's Multi Agency Adult Protection Policy and Procedure and is properly defined and understood by those involved.

d) Recruitment and human resources management procedures to take account of the need to safeguard and protect vulnerable adults including safe recruitment policies and practices and enhanced Disclosure and Barring Service (DBS) checks for all Staff including agency staff students and volunteers working with vulnerable adults.

e) Procedures for instigating the West Midlands Safeguarding Policy and the Authority's Multi Agency Adult Protection Policy and for dealing with allegations of abuse against members of Staff and volunteers.

f) Arrangements to ensure that all Staff receive supervision and undertake training in respect of safeguarding in order to equip them to carry out their safeguarding responsibilities effectively. Refresher training must be provided at regular intervals and all Staff including temporary Staff and volunteers who work with vulnerable adults must be made aware of the organisations arrangements for protecting vulnerable adults and children.

g) Policies to safeguard and protect vulnerable adults and procedures that are in accordance with the West Midlands Safeguarding Policy and the Authority's Multi Agency Protection Policy.

h) Arrangements to work effectively with other organisations involved in the delivery of services to vulnerable adults in order to protect vulnerable adults including arrangements for sharing information.

i) A culture of listening to and engaging in dialogue with vulnerable adults in ways appropriate to their understanding and seeking their views and taking account of those views both in individual decisions and the HMPYOI Stoke Heath or development of services.

Ensuring appropriate whistle blowing procedures are in place and there is a culture that enables issues about safeguarding and protecting vulnerable adults to be raised. A copy of the Authority's Speaking Up About Wrongdoing "Whistleblowing" Policy can be found on the Authority's website at www.shropshire.gov.uk.

C4.3. The Provider shall ensure that all policies required by the Authority are implemented in respect of the Services.

C4.4. Where the Service or activity being undertaken in this Contract is a Regulated Activity the Provider shall:

a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list; and

b) monitor the level and validity of the checks under this clause C4.4 for each member of the Provider's Staff.

C4.5. 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 a Service or activity that is a Regulated Activity 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.

C4.6. The Provider shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause have been met.

C4.7. The Provider shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users or vulnerable adults.

C4.8. The Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

C4.9. Where the service requirement or specification specifies that the Service or activity to be provided under this Contract involves a Regulated Activity, or the Council otherwise notifies the Provider, acting reasonably, that the Provider's Staff are required to be subject to a Disclosure and Barring Service check, the Provider shall comply with clause C4.4 above.

C4.10. For the avoidance of doubt, where there is a conflict between the requirements of the West Midlands Safeguarding Policy and the Authority's Multi-Agency Adult Protection Policy the terms of the West Midlands Safeguarding Policy shall take precedence

C4.11. C4.11 This Clause C4 is in addition to Clause B10

C5. CHANGE IN CONTROL

C5.1. Notwithstanding any other provision of this Agreement, the Provider shall not at any time permit a Restricted Person to hold five (5) per cent or more of the total value of any Security

a) in it or in its holding company or any of its subsidiaries (as defined in the Companies Act 2006); or
b) in a Material Sub-contractor or in any holding company or any of the subsidiaries (as defined in the Companies Act 2006) of a Material Sub-contractor.
c)

C6. INTELLECTUAL PROPERTY

C6.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property created by the Provider or any employee, agent or subcontractor of the Provider:
(a) in the course of performing the Services; or
(b) exclusively for the purpose of performing the Services,
(c) shall vest in the Authority on creation.

C6.2 The provisions of clause C6.1 shall not override any pre-existing binding contractual terms with agents or Sub-Contractors in respect of Intellectual Property which reserve rights of ownership to the agent or Sub-Contractor which the Provider entered into prior to the Commencement Date and which were within the knowledge of the Authority at the Commencement Date.

C6.3 The Provider shall indemnify the Authority 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 Authority's acts or omissions.

C6.4 The Provider provides an irrevocable, non-exclusive, royalty free licence to the Authority to use the Provider's Intellectual Property for purposes related to the Authority's exercise of its functions and delivery of public services.

C6.6 This provision shall survive the expiration or termination of the Contract.

C7. STAFF TRANSFER - DEFINITIONS AND INTERPRETATION FOR SECTIONS C8, C9 and C10

1. **DEFINITIONS**

In Sections C8, C9 and C10, the following definitions shall apply:

"Admission Agreement" The agreement to be entered into by which the Provider agrees to participate in the Schemes or the LGPS as amended from time to time;

"Appropriate Pension Provision": in respect of Eligible Employees, either:
(a) membership, continued membership or continued eligibility for membership of their Legacy Scheme; or
(b) membership or eligibility for membership of a pension scheme, which is certified by the Government Actuary's Department (GAD) as being broadly comparable to the terms of their Legacy Scheme.

"Bond": the bond required under the LGPS to be executed in the LGPS administering authority's standard form to the value of required following an actuarial assessment under paragraph 2 - Annex A to Section C9

Cessation Date any date on which the Provider ceases to be an Admission Body other than as a result of the termination of this Agreement or because it ceases to employ any Eligible Employees;

"Eligible Employee" any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement

"Employee Liabilities" all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
(b) unfair, wrongful or constructive dismissal compensation;
(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
(d) compensation for less favourable treatment of part-time workers or fixed term employees;
(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
(f) employment claims whether in tort, contract or statute or otherwise;
(g) any investigation relating to employment matters 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;

Employment Regulations" the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;

"Fair Deal Employees" those Transferring Authority Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal;

"**Former Provider"** a provider supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such provider (or any sub-contractor of any such sub-contractor);

Legacy Scheme: the pension scheme of which the Eligible Employees are members, or are eligible for membership of, or are in a waiting period to become a member of, prior to the Relevant Transfer.

"LGPS" Local Government Pension Scheme

"LGPS Eligible Employee" any Transferring Former Provider Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations) from employment with a public sector employer and who were active members of (or who were eligible to join) the LGPS on the date of a previous Relevant Transfer of the Services;

"**LGPS Regulations**" includes:

(a) the Local Government Pension Scheme (Administration) Regulations 2008 (SI 2008/239); and
(b) the Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007 (SI 2007/1166) (as amended);
(c) the Local Government Pension Scheme (Transitional Provisions) Regulations 2008 (SI 2008/238);
(d) the Local Government Pension Scheme Regulations 1997 (SI 1997/1612),
(e) The Local Government Pension Scheme Regulations 2013

as amended and replaced from time to time.

"New Fair Deal" the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for staff pensions: staff transfer from central government"* issued in October 2013;

"Provider's Provisional Staff List" a list prepared and updated by the Provider of all Staff who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Provider;

"Provider's Final Staff List" a list provided by the Provider of all Staff who will transfer under the Employment Regulations on the Relevant Transfer Date;

"Replacement Services" any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or partial termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;

"Replacement Provider" any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);

"Replacement Subcontractor" a sub-contractor of the Replacement Provider to whom Transferring Provider Employees will transfer on a Service Transfer Date (or any sub-contractor of any such subcontractor);

"**Relevant Employees"** those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Authority or a Replacement Provider by virtue of the application of the Employment Regulations.

"Relevant Transfer" a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date" in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

"Schemes" the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Provider by the Minister for the Cabinet Office);

"Service Transfer" any transfer of the Services (or any part of the Services), for whatever reason, from the Provider or any Subcontractor to a Replacement Provider or a Replacement Sub-contractor;

"Service Transfer Date" the date of a Service Transfer;

"Staffing Information" in relation to all persons identified on the Provider's Provisional Staff List or Provider's Final Staff List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:
(a) their ages, dates of commencement of employment or engagement and gender;
(b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
(c) the identity of the employer or relevant contracting Party;
(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
(e) their wages, salaries and profit sharing arrangements as applicable;
(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Transferring Authority" means Her Majesty's Prison Stoke Heath

"Transferring Authority Employees" those employees of the Transferring Authority listed at Annex B to Section C8 to whom the Employment Regulations will apply on the Relevant Transfer Date;

"**Transferring Former Provider Employees"** in relation to a Former Provider, those employees of the Former Provider listed at Annex B to Section C9, to whom the Employment Regulations will apply on the Relevant Transfer Date.

"Transferring Provider Employees" those employees of the Provider and/or the Provider's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. **INTERPRETATION**
Where a provision in the Sections to which this Section C7 applies imposes an obligation on the Provider to provide an indemnity, undertaking or warranty, the Provider shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Transferring Authority, Replacement Provider or Replacement Sub-contractor, as the case may be.

C8. STAFF TRANSFER – TRANSFERRING AUTHORITY EMPLOYEES

Transferring Authority Employees at commencement of Services

1. **RELEVANT TRANSFERS**

1.1 The Authority and the Provider agree that:

(a) the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Authority Employees; and

(b) as a result of the operation of the Employment Regulations, the contracts of employment between the Authority and the Transferring Authority Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Provider and/or any Notified Sub-contractor and each such Transferring Authority Employee.

1.2 The Authority shall procure that the Transferring Authority comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Authority Employees in respect of the period arising up to (but not including)the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Authority; and (ii) the Provider (as appropriate).

2. AUTHORITY INDEMNITIES

2.1 Subject to Paragraph 2.2, the Authority shall indemnify the Provider against any Employee Liabilities in respect of any Transferring Authority Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

(a) any act or omission by the Transferring Authority occurring before the Relevant Transfer Date;

(b) the breach or non-observance by the Transferring Authority before the Relevant Transfer

Date of:

(i) any collective agreement applicable to the Transferring Authority Employees; and/or

(ii) any custom or practice in respect of any Transferring Authority Employees which the Transferring Authority is contractually bound to honour;

(c) any claim by any trade union or other body or person representing the Transferring Authority Employees arising from or connected with any failure by the Transferring Authority to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

(d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

(ii) in relation to any employee who is not a Transferring Authority Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Transferring Authority to the Provider, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.

(e) a failure of the Transferring Authority to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees arising before the Relevant Transfer Date;

(f) any claim made by or in respect of any person employed or formerly employed by the Transferring Authority other than a Transferring Authority Employee for whom it is alleged the Provider may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and

(g) any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Transferring Authority in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Provider or any Sub-contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Provider or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

(a) arising out of the resignation of any Transferring Authority Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Provider and/or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or

(b) arising from the failure by the Provider or any Sub-contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Authority as a Transferring Authority Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Authority Employee, that his/her contract of employment has been transferred from the Transferring Authority to the Provider pursuant to the Employment Regulations or the Acquired Rights Directive then:

(a) the Provider shall within 5 Working Days of becoming aware of that fact, give notice in writing to the Authority; and

(b) the Authority or the Transferring Authority may offer (or may procure that a third party may offer) employment to such person within 15 Business Days of receipt of the notification by the Provider or take such other reasonable steps as the Authority considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.4 If an offer referred to in Paragraph 2.3(b) is accepted, or if the situation has otherwise been resolved by the Authority, the Provider shall immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Business Day period specified in Paragraph 2.3(b):

(a) no such offer of employment has been made;
(b) such offer has been made but not accepted; or
(c) the situation has not otherwise been resolved,

the Provider may within 5 Business Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Provider acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Authority shall indemnify the Provider against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Provider takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

(a) shall not apply to:
(i) any claim for:

(A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Provider ; or

(ii) any claim that the termination of employment was unfair because the Provider neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Provider to the Authority within 6 months of the Relevant Transfer Date.

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Authority or Transferring Authority (or such Third Party) nor dismissed by the Provider within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Provider and the Provider shall, comply with such obligations as may be imposed upon it under applicable Law.

3. **PROVIDER INDEMNITIES AND OBLIGATIONS**

3.1 Subject to Paragraph 3.2, the Provider shall indemnify the Authority against any Employee Liabilities in respect of any Transferring Authority Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

(a) any act or omission by the Provider or any Sub-contractor whether occurring before, on or after the Relevant Transfer Date;

(b) the breach or non-observance by the Provider or any Sub-contractor on or after the Relevant Transfer Date of:

(i) any collective agreement applicable to the Transferring Authority Employees; and/or
(ii) any custom or practice in respect of any Transferring Authority Employees which the Provider or any Sub-contractor is contractually bound to honour;

(c) any claim by any trade union or other body or person representing any Transferring Authority Employees arising from or connected with any failure by the Provider or any Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

(d) any proposal by the Provider or a Sub-contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Authority Employees to their material detriment on or after their transfer to the Provider or the relevant Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Authority Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

(e) any statement communicated to or action undertaken by the Provider or any Sub-contractor to, or in respect of, any Transferring Authority Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority in writing;

(f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

(ii) in relation to any employee who is not a Transferring Authority Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Transferring Authority to the Provider or a Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

(g) a failure of the Provider or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees in respect of the period from (and including) the Relevant Transfer Date; and

(h) any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Provider or any Sub-contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Transferring Authority's failure to comply with its obligations under regulation 13 of the Employment Regulations.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Transferring Authority whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Transferring Authority's failure to comply with its obligations under the Employment Regulations.

3.3 The Provider shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Authority Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension

contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Authority and the Provider.

4. **INFORMATION**

The Provider shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and/or the Transferring Authority in writing such information as is necessary to enable the Transferring Authority to carry out its duties under regulation 13 of the Employment Regulations. The Authority shall or shall procure that the Transferring Authority shall promptly provide to the Provider in writing such information as is necessary to enable the Provider to carry out their respective duties under regulation 13 of the Employment Regulations.

5. **PRINCIPLES OF GOOD EMPLOYMENT PRACTICE**

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Provider of employees whose employment begins after the Relevant Transfer Date, and the Provider undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Provider shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Transferring Authority relating to pensions in respect of any Transferring Authority Employee as set down in:

(a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
(b) HM Treasury's guidance “Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
(c) HM Treasury's guidance “Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues” of June 2004; and/or
(d) the New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the procedure for Variation

6. **PENSIONS**

The Provider shall, and shall procure that each of its Sub-contractors shall, comply with the pensions provisions in the following Annex.

ANNEX A TO SECTION C8
PENSIONS

PARTICIPATION

1.1 The Provider undertakes to enter into the Admission Agreement.

1.2 The Provider and the Authority undertake to or procure that the Transferring Authority do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Provider to participate in the Schemes in respect of the Fair Deal Employees.

1.3 The Provider shall bear its own costs and all costs that the Authority or Transferring Authority reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Provider participating in the Schemes.

2 FUTURE SERVICE BENEFITS

2.1 The Provider shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Provider shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.

2.2 The Provider undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Authority, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Authority or Transferring Authority in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.

2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3 FUNDING

3.1 The Provider undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Provider shall indemnify and keep indemnified the Authority on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Provider to or in respect of the Schemes.

4 PROVISION OF INFORMATION

The Provider and the Authority respectively undertake to each other:

(a) to provide or procure the provision of all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and

(b) not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5 INDEMNITY

The Provider undertakes to the Authority to indemnify and keep indemnified the Authority on demand from and against all and any losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6 EMPLOYER OBLIGATION

The Provider shall comply with the requirements of Part 1 of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

7 SUBSEQUENT TRANSFERS

The Provider shall:

(a) not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;

(b) provide all such co-operation and assistance as the Schemes and the Replacement Provider and/or the Authority or the Transferring Authority may reasonably require to enable the Replacement Provider to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and

(c) for the period either

(i) after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement, to terminate the Agreement or any part of the Services; or
(ii) after the date which is two (2) years prior to the date of expiry of this Agreement,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Provider or the Authority or the Transferring Authority, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

ANNEX B TO SECTION C8

Transferring Authority Employees

Name	NI Number
SB	
JC	

C9 STAFF TRANSFER – TRANSFERRING FORMER PROVIDER EMPLOYEES

Transferring Former Provider Employees at commencement of Services

1 **RELEVANT TRANSFERS**
1.1 The Authority and the Provider agree that:
(a) the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Provider Employees; and
(b) as a result of the operation of the Employment Regulations, the contracts of employment between each Former Provider and the Transferring Former Provider Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Provider and each such Transferring Former Provider Employee.

1.2 The Authority shall procure that each Former Provider shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Provider Employees in respect of the period up to (but not including)the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Provider shall make, and the Authority shall procure that each Former Provider makes, any necessary apportionments in respect of any periodic payments.

2 FORMER PROVIDER INDEMNITIES
2.1 Subject to Paragraph 2.2, the Authority shall procure that each Former Provider shall indemnify the Provider against any Employee Liabilities in respect of any Transferring Former Provider Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
(a) any act or omission by the Former Provider arising before the Relevant Transfer Date;

(b) the breach or non-observance by the Former Provider arising before the Relevant Transfer Date of:

(i) any collective agreement applicable to the Transferring Former Provider Employees; and/or

(ii) any custom or practice in respect of any Transferring Former Provider Employees which the Former Provider is contractually bound to honour;

(c) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Former Provider Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the

Relevant Transfer Date; and

(ii) in relation to any employee who is not a Transferring Former Provider Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Provider to the Provider, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

(d) a failure of the Former Provider to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Provider Employees in respect of the period to (but excluding) the Relevant Transfer Date;

(e) any claim made by or in respect of any person employed or formerly employed by the Former Provider other than a Transferring Former Provider Employee for whom it is alleged the Provider may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

(f) any claim made by or in respect of a Transferring Former Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Provider Employee relating to any act or omission of the Former Provider in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Provider or any Sub-contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Provider or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

(a) arising out of the resignation of any Transferring Former Provider Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Provider or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or

(b) arising from the failure by the Provider and/or any Sub-contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Authority as a Transferring Former Provider Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Provider Employee, that his/her contract of employment has been transferred from a Former Provider to the Provider and/or any Notified Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

(a) the Provider shall, within 5 Business Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Provider; and

(b) the Former Provider may offer (or may procure that a third party may offer) employment to such person within 15 Business Days of the notification by the Provider or take such other reasonable steps as the Former Provider considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

2.4 If an offer referred to in Paragraph 2.3(b) is accepted, or if the situation has otherwise been resolved by the Former Provider and/or the Authority, the Provider shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15th Business Day period specified in Paragraph 2.3(b):

(a) no such offer of employment has been made;

(b) such offer has been made but not accepted; or
(c) the situation has not otherwise been resolved,
the Provider may within 5 Business Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Provider acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Authority shall procure that the Former Provider indemnifies the Provider against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Provider takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:
(a) shall not apply to:
(i) any claim for:
(A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
(B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
in any case in relation to any alleged act or omission of the Provider and/or any Sub-contractor; or
(ii) any claim that the termination of employment was unfair because the Provider neglected to follow a fair dismissal procedure; and
(b) shall apply only where the notification referred to in Paragraph 2.3(a) is made by the Provider to the Authority and, if applicable, the Former Provider, within 6 months of the Relevant Transfer Date.

2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Provider nor dismissed by the Provider within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Provider and the Provider shall, comply with such obligations as may be imposed upon it under the Law.

3 **PROVIDER INDEMNITIES AND OBLIGATIONS**

3.1 Subject to Paragraph 3.2, the Provider shall indemnify the Authority and/or the Former Provider against any Employee Liabilities in respect of any Transferring Former Provider Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
(a) any act or omission by the Provider or any Sub-contractor whether occurring before, on or after the Relevant Transfer Date;
(b) the breach or non-observance by the Provider or any Sub-contractor on or after the Relevant Transfer Date of:
(i) any collective agreement applicable to the Transferring Former Provider Employee; and/or
(ii) any custom or practice in respect of any Transferring Former Provider Employees which the Provider or any Sub-contractor is contractually bound to honour;
(c) any claim by any trade union or other body or person representing any Transferring Former Provider Employees arising from or connected with any failure by the Provider or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
(d) any proposal by the Provider or a Sub-contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Provider Employees to their material detriment on or after their transfer to the Provider or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Provider Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
(e) any statement communicated to or action undertaken by the Provider or a Sub-contractor to, or in respect of, any Transferring Former Provider Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority and/or the Former Provider in writing;

(f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Former Provider Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after
the Relevant Transfer Date; and
(ii) in relation to any employee who is not a Transferring Former Provider Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Provider to the Provider or a Subcontractor,
to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

(g) a failure of the Provider or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Provider Employees in respect of the period from (and including) the Relevant Transfer Date; and
(h) any claim made by or in respect of a Transferring Former Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Provider Employee relating to any act or omission of the Provider or any Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Provider's failure to comply with its obligations under regulation 13 of the Employment Regulations.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Provider whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Provider's failure to comply with its obligations under the Employment Regulations.

3.3 The Provider shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Provider Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Provider and the Former Provider.

4 **INFORMATION**

The Provider shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and/or at the Authority's direction, the Former Provider, in writing such information as is necessary to enable the Authority and/or the Former Provider to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Former Provider shall promptly provide to the Provider in writing such information as is necessary to enable the Provider to carry out their respective duties under regulation 13 of the Employment Regulations.

5 **PRINCIPLES OF GOOD EMPLOYMENT PRACTICE**

5.1 The Provider shall, and shall procure that each Sub-contractor shall, comply with any requirement notified to it by the Authority relating to pensions in respect of any Transferring Former Provider Employee as set down in:
(a) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
(b) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
(c) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
(d) Best Value Authorities Staff Transfers (Pensions) Direction 2007

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation procedure.

6 **PROCUREMENT OBLIGATIONS**
Notwithstanding any other provisions of this Section C9, where in this Section C9 the Authority accepts an obligation to procure that a Former Provider does or does not do something, such obligation shall be limited so that it extends only to the extent that the Authority's contract with the Former Provider contains a contractual right in that regard which the Authority may enforce, or otherwise so that it requires only that the Authority must use reasonable endeavours to procure that the Former Provider does or does not act accordingly.

7 SUBSEQUENT TRANSFERS

The Provider shall:

(a) not adversely affect pension rights accrued by any Transferring Former Provider Employee in the period ending on the date of the relevant future transfer;

(b) provide all such co-operation and assistance as the LGPS and the Replacement Provider and/or the Authority may reasonably require to enable the Replacement Provider to participate in the LGPS in respect of any LGPS Eligible Employee and to give effect to any transfer of accrued rights required as part the Best Value Authorities Staff Transfers (Pension) Directions 2007 or other protection of the LGPS Eligible Employees participation in the LGPS under the requirements set out in paragraph 5 of this Section

(c) for the period either

(i) after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement, to terminate the Agreement or any part of the Services; or
(ii) after the date which is two (2) years prior to the date of expiry of this Agreement,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Provider or the Authority, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

8 **PENSIONS**
The Provider shall, and shall procure that each Sub-contractor shall, comply with the pensions provisions in the following Annex in respect of any Transferring Former Provider Employees who transfer from the Former Provider to the Provider.

ANNEX A TO SECTION C9
PENSIONS

1. PENSIONS
1.1 The Provider shall or shall procure that any relevant Sub-Contractor shall ensure that all LGPS Eligible Employees are offered Appropriate Pension Provision with effect from the Relevant Transfer Date up to and including the date of the termination or expiry of this agreement.

1.2 The provisions of paragraph 1 and paragraph 2 of this Section shall be directly enforceable by an affected employee against the Provider or any relevant Sub-contractor and the parties agree that that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by the

Provider or Sub-Contractor under those paragraphs in his own right under section 1(1) of the Contracts Rights of Third Parties Act 1999..

2 PROVIDER'S PARTICIPATION IN THE LOCAL GOVERNMENT PENSION SCHEME

2.1 Where the Provider or Sub-Contractor wishes to offer the LGPS Eligible Employees membership of the LGPS, the Provider shall or shall procure that it and/or each relevant Sub-Contractor shall enter into an Admission Agreement to have effect from and including the Relevant Transfer Date. The Provider or Sub-Contractor will bear the cost of any actuarial assessment required in order to assess the employer's contribution rate or Bond value in respect of any LGPS Eligible Employee who elects to join the LGPS on or after the Relevant Transfer Date.

2.2 The Provider shall and shall procure that it and any Sub-Contractor shall prior to the Relevant Transfer Date obtain any indemnity or Bond required in accordance with the Admission Agreement.

2.3 The Provider undertakes to pay to the LGPS all such amounts as are due under the Admission Agreement and shall deduct and pay to the LGPS such employee contributions as are required for the LGPS.

2.4 The Provider shall indemnify and keep indemnified the Authority and/or any Replacement Provider and, in each case, their service providers, from and against all direct losses suffered or incurred by it or them, which arise from any breach by the Provider or Sub-Contractor of the terms of the Admission Agreement, to the extent that such liability arises before or as a result of the termination or expiry of this agreement.

2.5 The Provider shall and shall procure that any relevant Sub-Contractor shall award benefits (where permitted) to the LGPS Eligible Employees under the LGPS Regulations in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by the Authority. The Provider shall be responsible for meeting all costs associated with the award of such benefits.

2.6 The Authority shall have a right to set off against any payments due to the Provider under this Agreement an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Provider or from any relevant sub-contractor under the Admission Agreement, or any demands made upon the Authority where it acts as Guarantor for the Provider.

3. PROVIDER PENSION SCHEME

3.1 Where:

(a) the Provider or any Sub-Contractor employs any LGPS Eligible Employees from the Relevant Transfer Date and:

(b) the Provider or any relevant Sub-Contractor does not wish to offer those LGPS Eligible Employees membership of the LGPS;

(c) the Authority, the Provider or any relevant Sub-Contractor are of the opinion that it is not possible to operate the provisions of paragraphs 2.; or

(d) if for any reason after the Relevant Transfer Date the Provider or any relevant Sub-Contractor ceases to be an Admission Body other than on the date of termination or expiry of this Agreement or because it ceases to employ any LGPS Eligible Employees,

then the provisions of paragraph 2 shall not apply (without prejudice to any rights of the Authority under those clauses) and the provisions of the remainder of this paragraph 3 (paragraphs 3.2 to 3.4) shall apply.

3.2 The Provider or shall procure that any relevant Sub-Contractor shall not later than the Cessation Date nominate to the Authority in writing the occupational pension scheme or schemes which it proposes shall be the Provider Scheme for the purposes of this paragraph 3.2. Such pension scheme or schemes must be:

(a) established within three (3) months of the Cessation Date and maintained until any payment to be made in accordance with the bulk transfer terms established under paragraph 3.4 (Bulk Transfer Terms) is made;

(b) reasonably acceptable to the Authority (such acceptance not to be unreasonably withheld or delayed);
(c) a registered pension scheme for the purposes of Part 4 of the Finance Act 2004; and
(d) certified by the Government Actuary's Department or an actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are the same as, broadly comparable to or better than those benefits provided by the LGPS

3.3 The Provider undertakes to the Authority (for the benefit of the Authority itself and for the Authority as agent and trustee for the benefit of the LGPS Eligible Employees) that it shall procure and shall procure that any relevant Sub-Contractor shall procure that:
(a) the LGPS Eligible Employees shall by three (3) months before the Cessation Date be offered membership of the Service Provider Scheme with effect from and including the Cessation Date (as the case may be);
(b) the Service Provider Scheme shall provide benefits in respect of the LGPS Eligible Employees' periods of service on and after the Cessation Date which the Government Actuary's Department or an actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department shall certify to be the same as, broadly comparable to or better than the benefits which the LGPS Eligible Employees were entitled to under the LGPS at the Cessation Date.
(c) if the Service Provider Scheme is terminated, a replacement pension scheme shall be provided with immediate effect for those LGPS Eligible Employees who are still employed by the Provider. The replacement scheme must comply with this paragraph 3 as if it were the Service Provider Scheme;
(d) before the Cessation Date the trustees of the Service Provider Scheme shall undertake by deed to the Authority and to the Administering Authority that they shall co-operate with the provisions of paragraph 3 (Service Provider Scheme) and paragraph 3.4 (Bulk Transfer Terms) to the extent applicable to them; and
(e) where the Service Provider Scheme has not been established at the Cessation Date, the LGPS Eligible Employees shall be provided with benefits in respect of death-in-service which are no less favourable than the death-in-service benefits provided by the LGPS immediately before the Cessation Date. Such benefits will continue to be provided until death-in-service benefits are provided by the Service Provider Scheme;

3.4 The Authority's actuary shall determine the terms for bulk transfers from the LGPS to the Service Provider's Scheme following the Relevant Transfer Date and any subsequent bulk transfers on termination or expiry of this agreement

3.5 The Provider shall and shall procure that each relevant Sub-Contractor shall:
(a) maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any Sub-Contractor in the provision of the Services on the expiry or termination of this Agreement (including without limitation identification of the LGPS Eligible Employees);
(b) promptly provide to the Authority such documents and information mentioned in paragraph 0 which the Authority may reasonably request in advance of the expiry or termination of this Agreement; and
(c) fully cooperate (and procure that the trustees of the Service Provider's Scheme shall fully cooperate) with the reasonable requests of the Authority relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any Sub-Contractor in the provision of the Services on expiry or termination of the Agreement.

ANNEX B TO SECTION C9

Transferring Former Provider Employees

Name	NI Number
C. C	

G. G	
L. J	

C10 - EMPLOYMENT EXIT PROVISIONS

1. During the Term, the Provider shall provide, and shall procure that each Sub-contractor shall provide, to the Authority any information the Authority may reasonably require relating to the manner in which the Services are organised, which shall include:
(a) the numbers of employees engaged in providing the Services;
(b) the percentage of time spent by each employee engaged in providing the Services; and
(c) a description of the nature of the work undertaken by each employee by location.

2. This Agreement 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 Agreement, 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 Authority or Replacement Provider will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date. The Authority and the Provider further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Provider and the Relevant Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Provider and/or a Replacement Sub-contractor (as the case may be) and each such Relevant Employee.

3. The Provider shall and shall procure that any Sub-Contractor shall on receiving notice of termination of this Agreement or notification of a tender or re-tender further to clause B7.9 or otherwise, on request from the Authority and at such times as required by the Employment Regulations, 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 Authority, including information as to the application of the Employment Regulations to the employees. The Provider shall notify the Authority of any material changes to this information as and when they occur.

4. At least 20 Business Days prior to the Service Transfer Date, the Provider shall and shall procure that any Sub-Contractor shall prepare and provide to the Authority and/or, at the direction of the Authority, to the Replacement Provider, the Provider's Final Staff List, which shall be complete and accurate in all material respects, and the Staffing Information in relation to the Provider's Final Staff List (in so far as such information has not previously been provided). The Provider's Final Staff List shall identify which of the Provider's and Sub-Contractor's personnel named are Relevant Employees.

5. The Authority 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.

6. The Provider warrants to the Authority and the Replacement Provider that the Provider's Provisional Staff List, the Provider's Final Staff List and the Staffing 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.

7. The Provider shall and shall procure that any Sub-Contractor shall ensure at all times that it has the right to provide the Staffing Information under Data Protection Legislation.

8. The Authority regards compliance with this Section C10 as fundamental to the Agreement. In particular, failure to comply with paragraph 3 and paragraph 4 in respect of the provision of accurate information about the Relevant Employees shall entitle the Authority to suspend payment of the Charges until such information is provided, or indefinitely. The maximum sum that may be retained under this paragraph 8 shall not exceed an amount equivalent to the Charges that would be payable in

the three month period following the Provider's failure to comply with paragraph 3 or paragraph 4, as the case may be.

9. From the date of the earliest event referred to in paragraph 2, the Provider agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Provider's Provisional Staff List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):
(a) replace or re-deploy any Staff listed on the Provider Provisional Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
(b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Staff (including any payments connected with the termination of employment);
(c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Staff save for fulfilling assignments and projects previously scheduled and agreed;
(d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Provider's Provisional Staff List;
(e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
or
(f) terminate or give notice to terminate the employment or contracts of any persons on the Provider's Provisional Staff List save by due disciplinary process,
and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Provider and any Replacement Sub-contractor of any notice to terminate employment given by the Provider or relevant Sub-contractor or received from any persons listed on the Provider's Provisional Provider Staff List regardless of when such notice takes effect.

10. The Provider shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Relevant Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Relevant Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Provider and/or the Sub-contractor (as appropriate); and (ii) the Replacement Provider and/or Replacement Sub-contractor.

11. The Provider shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Provider and/or Replacement Subcontractor, in writing such information as is necessary to enable the Authority, the Replacement Provider and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Authority shall procure that the Replacement Provider and/or Replacement Subcontractor, shall promptly provide to the Provider and each Sub-contractor in writing such information as is necessary to enable the Provider and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

12. The Provider shall indemnify and keep indemnified in full the Authority and at the Authority's request each and every Replacement Provider against all Employee Liabilities (whether occurring before, on or after the Service Transfer Date, 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,
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 the Employment Regulations or any award of compensation under regulation 15 of the Employment Regulations and, whether any such claim arises or has its origin before or after the Service Transfer Date.

13. 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.

14. The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply from paragraph 2 to paragraph 11, 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 Authority in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

15. Despite paragraph 14, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Agreement 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.

INSTRUCTIONS FOR TENDERING

DMC 114 – RECOVERY ORIENTED SUBSTANCE MISUSE SERVICES

Shropshire Council Instructions for tendering

Index

1.0 Invitation to Tender

1.1 You are invited to tender for the provision of recovery oriented substance misuse services as detailed in the service specification, tender response document and other invitation to tender documentation provided. The contract will be for an initial period of three years with an option to extend for further 12 month periods up to a maximum of a further 2 years.

1.2 Tenders are to be submitted in accordance with the, Specification, Tender Response Document, the Terms and Conditions and the instructions outlined within this document.

1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.

1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.

1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.

1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.

1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

2.2 Terms and Conditions

2.1 Every Tender received by the Council shall be deemed to have been made subject to the specification of requirements, the Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services**.**

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

a) Where the Tenderer is an individual, by that individual;

b) Where the Tenderer is a partnership, by two duly authorised partners;

c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

3.2.8 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 <u>Tender Submission</u>

4.1 Tenders must be submitted strictly in accordance with the letter of instruction

accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 1 July 2015.**

4.2 No unauthorised alteration or addition should be made to the Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 The Transfer of Undertakings (Protection of Employment) regulations

6.1 Tenderers should note that the current Employee 'Transfer of Undertakings (Protection of Employment) Regulations ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.

6.2 Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract can be requested by emailing procurement@shropshire.gov.uk Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

7.0 Tender Evaluation

7.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

7.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

8.0 Clarifications

8.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

8.2 If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.

8.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

8.4 All queries should be raised as soon as possible (in writing through the Delta portal), in any event not later than **24 June 2015.**

8.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

8.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

9.0 Continuation of the Procurement Process

9.1 The Council shall not be committed to any course of action as a result of:

i) issuing this Invitation to Tender;

ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;

iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

9.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

9.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

10.0 <u>Confidentiality</u>

10.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

10.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

10.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

10.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

10.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

10.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to

submit) the tender; and

10.4.3 Tenderers shall not undertake any publicity activity within any section of the media.

10.5 Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

10.5.1 this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or

10.5.2 the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

10.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

10.5.4 the Tenderer is legally required to make such a disclosure.

10.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

10.7 Transparency of Expenditure

Further to it's obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

11.0 Freedom of Information

11.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

11.2 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

11.3 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

11.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

11.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: http://www.ico.gov.uk

12.0 Disqualification

12.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

12.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of the Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

12.1.2 The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

12.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

12.1.4 The Tenderer :

a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or

c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or

d) Offers or agrees to pay or give or does pay or gives any sum of money,

inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

12.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

12.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

13.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

14.0 Award of Contract

14.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

14.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) and Contract Finder where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

14.3 Transparency of Expenditure

Further to it's obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

15.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract

16.0 Acceptance

16.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

16.2 The Tender documentation including, the Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, the returned tender together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

16.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being **1 February 2016**

17.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

18.0 Liability of Council

18.1 The Council does not bind himself to accept the lowest or any tender.

18.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

18.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

18.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed,

abandoned or suspended.

18.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

19.0 Declaration

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) …… Status……

Signed (2) …… Status……

(For and on behalf of ……..)

Date ……..

PRICING SCHEDULE
SHROPSHIRE COUNCIL
SHROPSHIRE DRUG AND ALCOHOL RECOVERY SERVICE

BIDDER NAME:	
DATE	
SCHEDULE	PRICING SCHEDULE

DMC 114 – RECOVERY ORIENTATED SUBSTANCE MISUSE SERVICES

SHROPSHIRE COUNCIL

Confidentiality Undertaking Regarding TUPE

[Date] 2015

[NAME]

Your ref: * Our ref: DMC 114

Dear Procurement Team,

We have taken legal advice in this matter and anticipate preparing a Bid on the basis that the current Transfer of Undertakings Regulations (Protection of Employment) Regulations and the EC Acquired Rights Directive may apply to this Contract. We also understand that there is confidential information relating to employees which will be provided on receipt of this letter.

We now formally request from you full details of the current provider staff and conditions of employment.

We hereby acknowledge that this information is confidential. We undertake: -

1. To treat the information in the strictest confidence
2. That the information will be used solely for the purpose of preparing this Bid
3. That it will not be disclosed to any other party for any purpose whatsoever, except for the purpose of preparing this Bid and we will not make copies thereof

We acknowledge that all documents and other information received from the Council as detailed above shall remain the current provider's property and that we will hold them as bailee for the current provider, exercising reasonable care to keep them safe from access by unauthorised persons. We shall also return them to the Council forthwith on written request.

We acknowledge that we shall fully indemnify the current provider against all losses claims damages fines costs and other liabilities as a consequence of or arising from our failure to comply with our obligations to keep such information confidential.

DATED THIS DAY OF _____

Signature _____

Duly authorised to sign for and on behalf of the Bidder (print full name and address of Bidder)

Please return to: procurement@shropshire.gov.uk.

Shropshire Council

Drug and Alcohol Recovery Service

Specification

2015

Introduction

Context

Shropshire Council (SC) is transforming how it commissions services with a greater focus on delivering outcomes that positively impact on people's health and well-being. The development of a recovery focused drug and alcohol system will support local ambitions to reduce health inequalities, support people to make positive choices to improve health, wellbeing and family functioning.

This specification has been developed to set out Shropshire's Safer Stronger Communities Partnership's (the partnership) ambition to develop a drug and alcohol recovery system (the system) that is reflective and responsive to the needs of service users, families and young people. Signifying a step change in how drug and alcohol services have previously being commissioned, the new recovery system will aim to deliver the outcomes identified in in this specification to positively impact on those whose lives are adversely affected by drug and alcohol misuse and dependence.

Outcome based commissioning puts the service user at the forefront of the commissioning process and over the course of the contract it is expected the role of service users will develop in the co-production of service design and delivery. By commissioning for outcomes it is anticipated this will allow providers to be innovative in their approach, to respond to local needs to improve outcomes and maximise value for money. We will underpin this with key quality standards, values and principles which we expect to be adopted into the new system to support the development of the ethos of co-production with service users and family members affected by their drug and alcohol use.

This specification has been written in accordance with the principles and expectations outlined within the Drug Strategy 2010, Alcohol Strategy 2012, National Treatment Agency (NTA) Commissioning for Recovery (2010), Models of Care (2006), Medications in Recovery: Re-orientating drug dependence treatment (2012), Drug Misuse and Dependence , UK guidelines on clinical management (2007) and other cited relevant guidance and protocols.

All system elements and services will be developed in line with these expectations and will also need to be delivered in line with the forthcoming local or national frameworks.

Where there is ambiguity regarding the content or meaning of any part of this specification interpretation will favour service delivery in line with these guidelines.

The provider will establish and deliver the system in accordance with the principles of this specification and contract.

2. Policy Context

Underpinning delivery of the new system will be the priorities and ambitions of the National Drug Strategy 2010, the Governments' Alcohol Strategy 2012 and the 2012 Social Justice Strategy. These are to move people from a state of dependence to that of sustainable recovery that goes beyond treatment and encompasses wider factors that re-inforce dependence and the broader determinants of health and wellbeing, including housing, education and employment.

The system will contribute locally to the delivery of the Public Health Outcome Framework outcomes to increased healthy life expectancy and reduced differences in life and healthy life expectancy between communities, through the four domains both pertinent to substance misuse and other outcomes where reducing drug and alcohol related harm can contribute to other positive outcomes.

The new system will follow clinical and good practice guidance Drug Misuse and Dependence: UK Guidelines on Clinical Management (2007); National Treatment Agency Commissioning for Recovery (2010); Medications in Recovery: Re-orientating Drug Dependence Treatment (2012), NICE Guidance and quality standards and other relevant future guidance.

Shropshire Council is committed to achieving social value outcomes through maximising the social, economic and or environmental impact of all its procurement activity in line with the Public Service (Social Value) Act 2012. Accordingly it is expected delivery of this specification will contribute to providing social value benefits to individuals, families and the wider community.

http://www.shropshire.gov.uk/doing-business-with-shropshire-council/social-value/

3. Local Strategic Context

Shropshire Council and partners recognise the significance of tackling substance misuse to reduce other social harms and to reduce wider health inequalities. Reducing drug and alcohol related harm is a key priority for the Partnership and is evident within the local alcohol strategy and crime reduction strategy. The local Alcohol Strategy 2013 -2016 contains four strategic themes:

- Promoting safer communities;
- Improving the health and wellbeing of those affected by alcohol misuse,
- Promote sensible drinking
- Protecting children and young people from alcohol related harm.

https://shropshire.gov.uk/committeeservices/documents/s6198/11%20Alcohol%20Strategy%20ratified.pdf

Similarly the Crime Reduction, Community Safety and Drug and Alcohol Strategy 2014 – 2017 identifies reducing demand, restricting supply and building recovery as key priorities.

http://www.shropshire.gov.uk/crime-and-criminal-justice/safer-stronger-communities-partnership/

Preventing the long term harms of parental substance misuse is also one of the key themes of the Shropshire Children's Safeguarding Board under their compromised parenting priority and the Children Trust Strategy under Hidden Harm.

http://www.safeguardingshropshireschildren.org.uk/scb/home_about_us.html

http://shropshire.gov.uk/shropshire-council/shropshire-childrens-trust-children,-young-people-and-families-plan-2014/

The new system will also support delivery of the local Health and Wellbeing Board's strategic outcomes:

Outcome1: Health Inequalities are reduced
Outcome 2: People are empowered to make better lifestyle and health choices for their own, and their family's health and well being
Outcome 3: Better emotional and mental health and well-being for all
Outcome 4: People with long-term conditions and older people will remain independent for longer
Outcome 5: Health, social-care and well-being services are accessible, good quality and seamless

http://www.shropshiretogether.org.uk/health-wellbeing-board/

4. Local need

Overall, Shropshire is a relatively affluent area and is ranked the 113th most deprived County out of 149 Counties in England (Shropshire was 106th in 2007). In terms of overall deprivation, 4% of Shropshire's population live within the most deprived fifth of areas in England. This figure is up from 2% in 2004 and 3% in 2007.

Shropshire has one of the lowest rates of problem drug users in the West Midlands when compared against other Local Authorities in the same region. This is partly due to the rural nature of the county. Other rural counties such as Warwickshire, Worcestershire and Staffordshire also have comparable lower rates. However, although rates are low the levels of complexity, pockets of entrenched behaviour, transport issues and limited opportunities within some market towns bring a number of challenges to delivering services. Further challenges are connected to historic relationships between service users, the family and extended family networks and intergenerational substance misuse.

Unlike the national trend there has not been a significant decrease in the number of people accessing services for opiates. The rise in use of novel psychoactive substances by both new users and established drug users is challenging. There are an increasing number of people in treatment for 6 years plus, that is similar to other areas.

The numbers of young people who enter service are relatively low, however those in treatment tend to stay longer and have multiple and complex needs.

Appendix A provides a summary of the Joint Strategic Needs Assessment in respect of current treatment requirements for adult's drugs and alcohol requirements and young people

5 A System for the Future

The future system will be outcome based and recovery focused. It will be ambitious and characterised by its ability to motivate and support people to achieve both short and longer term goals of recovery through evidence based and innovative approaches.

It will need to adopt a whole system approach and recovery must be explicit in everything it does to support people to make the changes they need to lead purposeful and fulfilling lives.

For the purposes of this specification recovery is defined as the voluntary sustained control over alcohol or drug use that maximises health and well-being. To achieve this it is expected the system will demonstrate progress across all four domains of social, physical, cultural and human capital:

- Social capital – engaging in positive relationships.
- Physical capital – money and a safe place to live
- Human capital – new skills, improved mental and physical health and a job;
- Cultural capital – values, beliefs and attitudes held by the individual.

Key to improvement within these four domains is the family and its role in both supporting and being supported; to promote resilience to reduce future problematic drug, alcohol and other substance misuse issues.

Whilst it is recognised that the needs of children and young people vulnerable to drug and alcohol related harm are different to those of adults, by commissioning a whole system it is anticipated the new service will employ a whole family approach. This will lead to better integration between children and adult services to support safeguarding, improve transitions from children to adult services and support children and young people who are at risk of harm, either from their own substance misuse or that of their parents or carers to reduce intergenerational substance misuse.

Service users can play an important role in developing and delivering services. Their lived experience and recovery can in turn support others to make the changes they need within their lives. Through the lifetime of this contract the role of service users will be developed from passive recipients of services to mutually equal partners in the recovery process. This will mean people's strengths are recognised from the outset and services will move from a deficit base system of need to an asset based system of recovery. People will be empowered to identify their own solutions to recovery and co-produce the outcomes they want to achieve alongside the support required to attain them.

The new system needs to be able to create an environment where treatment is optimised through appropriate care planning and review, where recovery is focused on individual needs and is at the core of all contacts and interventions. To pursue sustainable recovery the provider will need to work with a number of organisations who sit outside the traditional treatment system. It is expected the new system will work in partnership with criminal justice, housing, employment, education and the primary health services will need to become part of a wider virtual system.

To achieve this, the system will need to rebalance some of the current activity to ensure clearly identified pathways are in place to sustain recovery, identifying the most appropriate treatment the individual can benefit from to support their recovery. Harm reduction services, as the first point of contact, need to actively engage service users in the system and promote the wider benefits of treatment and recovery

6. System Outcomes

It has been agreed by the Partnership, the new system will support delivery of the outcomes of the National Drug 2010 that equally apply to illicit drugs, illegal drugs, alcohol and novel psychoactive substances:

- Freedom of dependence on drugs and / or alcohol;
- Prevention of drug related deaths and blood borne viruses;
- A reduction in crime and re-offending
- Sustained employment and the ability to access and sustain suitable accommodation;
- Improvement in mental and physical health and wellbeing;
- Improved relationships with family members, partners and friends;
- The capacity to be an effective parent

To monitor delivery of the outcomes a performance management framework has been developed (Appendix B).

Specialist treatment is only one part of the recovery journey. It is acknowledged to achieve the ambitions of recovery, the system will need to work in partnership with other organisations, community groups and providers to maximise recovery capital.

7. System Objectives

The system will operate to achieve the following objectives:

- To enable and support recovery from alcohol and drug dependence.
- To support people to reduce drug and alcohol use with a view to abstinence or to drink within safe limits if this appropriate for the individual.
- To ensure the service is accessible across the county of Shropshire.
- To co-ordinate and deliver a person centred recovery plan ensuring continuity of care throughout the treatment journey.
- To be proactive re-engaging those who have left service in an unplanned way.
- To reduce drug and alcohol related deaths
- To reduce drug and alcohol related hospital admissions and readmissions.
- To support and promote the use of the recovery community in Shropshire at all stages of the treatment journey.
- To develop peer mentoring and to use this to build recovery in the community.
- To promote and facilitate access to mutual aid as part of the recovery pathway.
- To develop mutual relationships with service users to support future system design and delivery.
- To ensure all interventions are beneficial and where no progress is been made reassess treatment options with the service user.
- To safeguard children and young people by developing effective partnerships with Early Help and other services.
- To increase the number of families affected by drug and alcohol use supported through universal and targeted services
- To reduce the number of dependent drinkers who receive medically assisted withdrawal in an in-patient setting who could safely withdraw within the community.
- To reduce the number of unplanned acute alcohol withdrawals.
- To improve the pathway from hospital to community treatment.

- To develop a systematic approach to day care to support and sustain recovery following assisted withdrawal and residential rehabilitation.

- To support the reduction of drug and alcohol related crime through delivery of effective interventions across the criminal justice pathway.

- To improve the health and well-being of family members and carers affected by someone else's substance misuse through the development of appropriate services.

- To improve harm reduction services through increased screening for Hep C and completion of Hep B vaccinations.

- To reduce health inequalities.

- To develop good working relationships with community based statutory and voluntary services to support delivery of the outcomes.

- Develop information sharing protocols to enhance partnership working.

- To provide timely performance information as agreed with the Partnership to monitor delivery of the outcomes.

- To work with the commissioner and other partners to continually develop and improve the system.

8. System Delivery Requirements

To be successful the new system will need to be responsive to individual need and able to motivate people to make the changes needed to adopt positive healthy behaviours and promote recovery. The system will need to balance the ambition of overcoming dependence with reducing harm. Utilising the philosophy espoused in *Medications in Recovery, 2012* it is expected the treatment system will have a coherent vision and framework for recovery that is clear to people in treatment, owned by all staff and supported by clear leadership. Employing the key principles of Medications in Recovery, drug and alcohol treatment should create the therapeutic conditions in which people are able to initiate and maintain change. Adopting the phased and layered approach, treatment interventions should be reviewed regularly to ensure the service user is still benefitting from the assigned intervention. Where no progress is been made review the treatment options available, increasing and decreasing intensity of support as required.

The service will be on an open access basis, enabling self and third party referrals into the system.

Provision of the service must be accessible; with a limited rural transport network service delivery should be accessible within the **five main market towns of Shrewsbury, Oswestry, Whitchurch, Ludlow and Bridgnorth** as a minimum. All pharmacological, psychosocial and

recovery provision should be available within each of the market towns. For young people access to services should be available in premises that are readily accessible and non-stigmatising.

Waiting times for interventions and structured treatment should not exceed the 3 week national standards and triage /assessment should be offered within 5 working days of initial referral.

Following consultation with key stakeholders, service users and carers it is expected the service will offer greater flexibility in access, with evenings and weekend availability to meet people's needs. It is expected as a minimum, there will be at least one late night/weekend opening per month within each service area to meet need. Provision should also be made available in an appropriate form of cover to address needs during out of office hours.

It is also expected access to the new system will be communicated to both the public and to other professionals to raise awareness and to ensure people get appropriate support at the earliest opportunity.

The focus of engagement should be asset based, encouraging and enabling people to overcome their dependency with recovery plans establishing clear achievable goals where people move through the system and change is demonstrable. The system will need to build strong relationships with housing, employment services, job centre plus and other community provision to achieve sustainable recovery. Whilst the intention is not to be too prescriptive to allow for innovation within the system, it is anticipated it will need to provide, as a minimum, the following service elements.

a) Eligibility Criteria

The system will support all residents from the age of 10 years upwards within the administrative county of Shropshire who wish to address their own drug and alcohol issues, who are mandated through the criminal justice system or who are affected by someone else's drug and alcohol misuse.

As the new system is taking a more holistic approach parents, carers and significant others affected by someone else's drug or alcohol use should also have access to appropriate support.

b) Priority Groups.

Priority should be given to those at risk of harming themselves and others, causing harm to their families or friends or to the wider community, and those vulnerable and at serious risk of harm from others. This will include:

- Pregnant women and those with parenting responsibilities (Hidden Harm).
- Victims of domestic abuse.
- Young people aged 18 years and under.

- Criminal justice service users including perpetrators of domestic abuse and violent crime.
- Co-existing mental health and drug and alcohol issues (Dual Diagnosis).
- Homeless.

c) Single Point of Contact

There will be a single point of contact for the entire system. This will be available to anyone who wants to make contact or access the service including referrals through the criminal justice system. Referral into the service should include traditional methods such as direct access, drop-in, telephone as well as utilising new technology to support access.

First impressions are important and the service should be welcoming and non-judgemental making key information about the services on offer and the support available. The ambition for recovery should be visible showing a range of routes through treatment to allow choice and empower service users and carers.

d) Engagement and assessment

On entry to service people should be appropriately assessed using a stepped approach to determine appropriate level of interventions. The process should be a shared or joint collaboration with the service user and owned by them. Fundamentally the process should be a detailed exploration of resources (internal and external), goals, strategies, options, benefits and risks.

Screening, triage and comprehensive assessment should all be undertaken using validated assessment tools.

Each service user should have an appointed key worker. A comprehensive assessment of risks needs to consider the risks of disengagement as well as the risk posed by less frequent face to face contact

e) Prevention and Early Intervention

The new system will need to prevent people from developing problematic use as well as supporting those are already experiencing issues developing into more serious problems. Prevention and early intervention services should follow best practice and NICE quality standards. As part of the wider local agenda to reduce health inequalities the provider is also expected to deliver to Making Every Contact Count (MECC) principles and ensure personnel possess appropriate skills and knowledge to MECC activity to give appropriate brief opportunistic advice to service users and support them to adopt healthier lifestyles actively sign-posting patients into relevant local lifestyle-risk management services e.g. smoking cessation support services.

The service will provide:

Information and Advice to include:

- Information for families affected by drug and alcohol us.
- Preventing the transmission of blood borne virus.
- Information and advice on service options available;
- Support to GPs and other health professionals on patient care and safety.

Low Intensity Interventions to include:
- Opportunist brief interventions and extended brief interventions.
- Motivational interviewing to support entry to service

Harm Reduction services to include:
- Specialist Needle Exchange provision including the storage and safe disposal of all stock and equipment as well as promoting safer injecting practices including safe disposal of equipment returns should be actively encouraged and return rates monitored to ensure the service is operating effectively.
- Measures to prevent drug related death particularly for those leaving prison or returning from inpatient or residential rehab.
- Hepatitis C (Hep C) screening
- Hepatitis B vaccination (Hep B) programme.

Needle exchange will promote the benefits of screening of Hep C and Hep B vaccinations. Pharmacy based needle exchange is separate to this tender. The provider will build relationships with local pharmacies to further develop the service.

The service will be expected to work with other organisation to promote recovery, the activities of the service and provide information and brief advice

f) Treatment

- *Structured Psychosocial Interventions.*
  The system will deliver a range of evidence based psychosocial interventions such as International Treatment Effectiveness Programme (ITEP), Cognitive Behavioural Therapy (CBT) and formal structured counselling delivered in a range of settings which comply with NICE Clinical Guideline 51, July 2007; DH 'Orange Book' update 2007; NICE Clinical Guideline 115, February 2011).

  Structured psychosocial interventions will be provided as either a stand-alone treatment intervention or part of a wider programme including structured day care or as part of aftercare.

- *Clinical Interventions*.
  It is expected a range of pharmacological interventions will be used to enhance and support active recovery. Opioid Substitute Treatment (OST) effectiveness has a strong evidence base for reducing drug related harm from heroin and should be used as part of a comprehensive package of psychosocial and recovery interventions. Similarly after a successful withdrawal for people with moderate and severe alcohol dependence should be considered for a pharmacological intervention to support ongoing psychosocial treatment in accordance with best practice. (NICE Clinical Guideline 52, July 2007, DH

Orange Book update 2007, NICE Clinical Guideline 100 and 115, February 2011 and Medications in Recovery: re-orientating drug dependence treatment, NTA 2012).

To safeguard quality and clinical assurance the provider will have an appropriate infrastructure in place to support clinical leadership and ensure provision can respond appropriately to new clinical guidance, policies and protocols. As clinical lead within drug and alcohol services the provider will develop strong working relationships with local GPs to influence appropriate pharmacological interventions to meet need, this will include ongoing prescribing as part of a relapse /prevention strategy to sustain benefits of interventions and recovery.

- *Community Rehabilitation.*
  Structured day or group work programmes should be available to meet the needs of all service users including those on a DRR or ATR. Structured day programmes should be an integral part of treatment for those completing medically assisted withdrawal whether in the community or in an inpatient facility to ensure there is consolidation of change and ongoing recovery support. Day service programmes should follow best practice and should be for a minimum of 12 weeks. Group work programmes should be determined and focused on need.

- *Mutual Aid*
  In order to maximise the benefits of treatment the new system will facilitate access to mutual aid across the county. Engagement with mutual aid organisations should form part of service introduction. For service users in long term treatment a proactive approach to facilitating mutual aid should be applied and form part of the review process.

  The provider will work with local mutual aid and Shropshire Recovery Community (SRC) to ensure all people are offered the opportunity to benefit from mutual aid. The ambition is to ensure everybody has the opportunity to link with peer networks to support their recovery.

- *Medically Assisted Withdrawal*
  People needing medically assisted withdrawal are offered treatment in the most appropriate setting to their age, severity of dependence, available social support and presence of any physical or psychiatric comorbidity. A community based medically assisted withdrawal is as effective as inpatient treatment and where appropriate should be used.

  For those whose needs cannot be managed within the community a medically assisted inpatient withdrawal should be pursued. The service will manage and co-ordinate inpatient referrals.

- *Residential Rehabilitation*
  The provider will assess and prepare those who will benefit from a residential rehabilitation programme. This must be based on a full comprehensive assessment and form part of an agreed recovery pathway. Following residential rehabilitation care

management should provide relapse prevention, pharmacological interventions and structured day programmes on return to the community to maximise outcomes and reduce representation to services

- *Hospital Liaison*
  The provider will be expected to build and maintain a liaison service within the Royal Shrewsbury Hospital for patients whose admission is alcohol and/or drug related. This will include the delivery of brief interventions discussing the reason for their admission, addressing lifestyle behaviour and choices and ensuring effective engagement with structured treatment and/or other support services to those who need it; with the objective of reducing length of stay and reducing readmissions. All patients prior to discharge will be assessed and where appropriate treatment continued within the community as part of a seamless treatment journey. This will involve working with existing hospital links to develop shared pathways and protocols for the identification and management of patients with alcohol and or drug related admissions and attendances including paediatric ward.

  It is expected that the service provider will deliver and further develop the existing hospital discharge policy to complete assisted withdrawal within the community. Where an inpatient of the acute hospital receiving treatment for a medical condition is also being assisted with alcohol related issues the service should ensure the patient is discharged at the earliest opportunity after medical treatment is complete and the alcohol assisted withdrawal and other continuing treatment needs are met by the community team

  The service will also be expected to conduct bespoke training in relation to the identification and management of alcohol and drug problems with staff. Raise awareness of the issues relating to alcohol and drug misuse amongst hospital staff, the necessity for improving detection rates and responding appropriately, building confidence in their ability to assess and instigate appropriate interventions, including building awareness of the services available and the pathways for recovery.

- *Shared Care*
  The new provider will work with GPs to build on current shared care arrangements for both drug and alcohol service users. This will include agreed pathways of care to reduce hospital admissions, referral into specialist provision where required and support continuity of care in primary health setting where appropriate. The Provider will chair and organise the bi-annual shared care meetings.

  Shared care arrangements currently operate differently from different surgeries for drugs and alcohol dependent on the preference of the GPs. Regardless of the surgery setting it is expected the provider will maintain relationships with the respective surgery and ensure there is consistent staffing with a named worker to support each surgery. Surgeries for drug misuse are located in Shifnal, Market Drayton, Whitchurch, Ellesmere and Shrewsbury. The Provider will work with the Commissioner and Clinical Commissioning Group to develop this service in other parts of the county.

- *Parenting Support*

  People identified within the system with parental responsibility should be assessed and managed using the Joint Working Protocol between Substance Misuse services and Children and Family services (see Appendix C). The aim of the protocol is to improve outcomes for children affected by parental substance misuse and ensure their needs are appropriately met. This requires building effective working relationships with Early Help, Young Carers, Children's Centres and other organisations who can help support the family.

- *Volunteering and peer mentoring*

  Service users have told us of the benefits of peer support and the opportunities to give something back and how this provides support for their own recovery. They have also shared with us their wish to be more linked to volunteering opportunities both within the treatment system and outside to help their personal development.

- *Relapse prevention*

  The system needs to provide range of interventions including pharmacological to support relapse prevention giving people the skills to maintain abstinence. This also means there should be a prompt re-entry back into services for people who have relapsed to prevent further harm and quickly regain abstinence.

- *Young people's substance misuse services*

  Yong People's specialist substance misuse services should be readily available for those whose functioning is seriously impaired by substance use. Following best practice and the evidence base this element of the service should provide a range of medical, psychosocial and specialist harm reduction managed through a care plan for young people aged 18 years and under. Key to effective delivery is the interface with targeted and universal services and it is expected young people's services will be closely aligned to the wider children and young people's system to support joint care planning and integration.

  Whilst the need to provide residential treatment for young people is scarce this should be readily available for any young person as assessed as their needs would be best met within these services.

  It is expected parents and guardians should be involved in decisions about care in accordance with best practice for young people 16 years and under. Best practice suggests young people have better outcomes when there is a whole family approach and parent carers are involved in their care. To support behaviour change it is expected parents, carers and significant others will also have access to appropriate support, this support should be available whether or not the young person is accessing young people's substance misuse services.

  As well as providing young people's specialist substance misuse treatment services it is expected universal and targeted youth provision will be enabled and supported to respond to substance misuse issues through the service

g) Safeguarding

The new provider will be expected to be competent in the assessment and management of safeguarding issues for both adults and young people.

Children and Young People Safeguarding

Building on the partnership work to date the new provider will need to develop positive working relationships with Children and Family services from Early Help through to Child Protection to ensure the needs of children and young people are met appropriately. As part of the Partnership approach practitioners will be expected to attend all meetings as required and share information in accordance with the local Joint Working Protocol (Appendix C) to protect children and young people from harm.

It will be a contractual requirement the new provider adheres to the Shropshire Children's Safeguarding Board protocols. This will include the active engagement of specialist input into multi-agency review meetings as required; this will include assessments, initial case conferences, core groups and case conference meetings. Practitioners will be required to attend and provide any reports as required within the process to ensure the best outcomes for the child.

All practitioners should be familiar with local safeguarding processes and understand their responsibility under S47 of the Children's Act 1989 and Section 11 of the Children's Act 2004 to ensure their functions are discharged having regard for the need to safeguard and promote the welfare of the child. All practitioners should be trained and fully competent in safeguarding.

Adults Safeguarding

The new provider will need to be familiar with the West Midland Adult Safeguarding processes and protocol to support the safeguarding of adults within the county of Shropshire. Relationships should be built with the Adult Safeguarding team and all practitioners should be competent in recognising and managing issues in respect of vulnerable adults whether as a user of services or their care/family members.

h) Criminal Justice Pathway

Drug and alcohol use and the relationship with criminal justice services are complex and well documented. Illegal drug use brings not only issues around dealing and use, but also acquisitive crime to support dependency. Alcohol is often cited in instances of violent crime and anti-social behaviour. To reduce drug and alcohol crime we want to strengthen the pathway between criminal justice and treatment services to offer timely support to reduce drug and alcohol crime. Utilising the functions of the Drug Interventions Programme of identification, advice, information, triage assessment including Required Assessment (RA) provisions of the Drugs Act 2005 and care co-ordination our ambition is to ensure, where

drug and alcohol is an issue people within the criminal justice system offenders are given the opportunity to engage in treatment at the earliest opportunity.

Using validated screening tool within the custody block, we want to ensure criminal justice clients are prioritised within the overall system and receive triage /assessment within 1 working day of initial referral/identification and second appointment within 3 working days of triage /assessment

The provider will work in partnership with the National Probation Service (NPS) and Community Rehabilitation Company (CRC) to deliver effective treatment interventions to support the substance misuse element of the Drug Rehabilitation Requirements (DRR) and Alcohol Treatment Requirements (ATR) orders.

Similarly, the provider will need to become part of the Integrated Offender Management service supporting delivery of appropriate drug and alcohol treatment interventions as part of the 7 pathways:

Accommodation and support
- Housing support services
- Education, training and employment
- Health
- Drugs and Alcohol
- Finance, benefits and debt
- Children and Families
- Attitudes, thinking and behaviour

Information sharing is fundamental to ensure those who are being managed through the criminal justice system are receiving the right support at the right time to reduce crime within the community. To achieve continuity of care between community and custody a single point of contact should be established

Under current arrangements drug and alcohol workers are situated within the IOM team providing support with the DRRs and ATRs

i) Meadow Place Recovery Community

The provider will have access to a four unit at Meadow Place a community recovery supported living facility under a peppercorn lease arrangement. Currently the project supports people committed to recovery receive an intensive structured programme together with housing support to meet their needs to facilitate and consolidate behaviour change. The principles of this recovery resource would be expected to be maintained, developed and co-produced with present and past service users and the Shropshire Recovery Community.

The facility is also providing a resource for the growing recovery community in Shrewsbury through the communal garden. It is anticipated the new provider will foster and develop the recovery community ethos that is growing around the project.

j) Homeless and Housing support
In addition to the Meadow Place recovery community, the provider will support service users to maintain homes and tenancies, providing additional support where required to enable people to keep their own homes. This support should be available to all those who are assessed with housing need, including homeless and street beggars.

The service should also have sufficient flexibility to respond to the needs of people who are homeless to engage in provision to promote health and well-being and support better outcomes.

k) Service User and Family engagement and involvement
The views of service users and family members in the development and delivery of service provision is fundamental if the ambition is to build an asset based future system. To develop and deliver this, the provider will need to foster the principles of co-production with service user and family members to improve outcomes.

This will mean involving service uses and their family and friends in the planning, developing and evaluation of services and considering proposals for changes in the way those services are provided to ensure they genuinely respond to needs.

A Charter of Service User Rights and Responsibilities should be developed and adhered to by all staff and be clearly displayed in all waiting rooms.

Family support can play a positive role in the engagement and successful completion of treatment. Staff should promote the benefits of family involvement in the recovery plan and where appropriate encourage consent to be given.

The impact of drug and alcohol misuse on the family unit is well documented. Family members have a right to a community care assessment and support (The Care Act, 2014) in their own right. The new system should ensure carers, family members are aware of the support available to them and as part of who system approach develop appropriate levels of support. This should be made available even if their family members misusing drugs or alcohol are not accessing recovery treatment support services.

l) Reducing Drug Related Deaths
The new system must provide the culture and ethos to reduce drug related deaths through a recovery focused system that is proactive and challenges ongoing harmful and risky use of substances. Reducing drug related deaths is a key priority at the local and national level. The new provider will have to mitigate the risks associated with custody releases, discharge from residential rehabilitation and medically assisted withdrawal ensuring all service users are aware of the risks due to changes in circumstances and advise properly.

Naloxone should form part of any response to reduce drug related deaths. It is expected training of service users and their carers in use of naloxone will continue and the service will manage and prescribe medications appropriately.

Adherence to the local Drug Related Death Policy will be required, including notifying the commissioner at the earliest opportunity of a suspected drug related death. This will be recorded in accordance with the local protocol. Any learning and recommendations within the process of enquiry will form part of an improvement plan and the provider will be expected to act upon it in a timely fashion.

9. Clinical Governance

The service providers must produce a clinical governance framework that demonstrates how they promote quality and safety of care within the system. This framework should cover both clinicians and practitioners and should include:

- Roles, responsibilities and accountability.
- Dealing with serious and untoward incidents, including support to drug related death enquiries, and policies to deal with needle stick injuries in the community.
- Clinical Audit
- Clinical and Cost effectiveness
- Patient focus
- Safety.
- Workforce competency

The provider should be able to demonstrate how, through policies and procedures, they manage risks, both reactively and proactively, should a near miss or serious incident occur. As a minimum it is expected organisations will have the following policies in place:

- **Child Protection**
- **Safe Prescribing and Handling of medications ,**
- **Blood Borne virus – e.g. vaccinations and needle stick injuries to staff.**
- **Staff safety, including lone working, working away from base**

10. Achieving Quality

Delivering effective quality treatment that promotes recovery needs to be underpinned by the evidence base. It is the expectation of the Partnership providers will be able to demonstrate how they will contribute to the achievement of national and local priorities and targets using the best evidence available.

The following are the minimum required standards that the Provider is required to meet wherever a service schedule indicates that the function listed is part of that service.

- Care Quality Commission (CQC) Essential Standards for Quality and Safety December 2010
- QuADS (Quality in Alcohol and Drug Services): *Alcohol Concern*, 1999

- Clinical governance in drug treatment: A good practice guide for providers and commissioners, 2009 (NTA)
- 'Models of Care' (*National Treatment Agency, 2002 and 2006)*
- Drug Misuse and Dependence UK Guidelines on Clinical Management, 2007 (DoH)
- DH 2003 NHS Code of Practice on Confidentiality
- DH 2004 Standards for Better Health (updated 2006)
- All relevant DH NICE Guidelines
- The Provider must provide the services to SC in accordance with the terms of this specification and quality standards promoted by NICE (Appendix D).

The Provider will comply with all relevant legislation, regulations, statutory circulars and National Quality requirements in so far as they are applicable to the service. Services will have robust processes for assessing, implementing and monitoring NICE technology appraisals, guidance and interventional procedures as appropriate. Outcomes of any non-compliance are to be made available to SC with an appropriate Action Plan and timelines for compliance.

The service will have a clear and written complaints procedure in place which complies with both Local Authority and NHS standards. It will be made available to service users and their friends and family at commencement of engagement with the service. Where a service user or their friend or family member has a complaint or concern about the service offered the provider will make efforts to address the issue as soon as possible at the local level. If the issue is not resolved to the satisfaction of the service user or their friend or family member there should be an open and transparent process to escalate the complaint to a higher level within the organisation, informing the commissioner of this action.

The Provider will log all complaints and will return a quarterly collated report of the complaints received and resulting actions taken.

11 Workforce

To deliver a recovery focused agenda staff need to be competent and able to demonstrate they are appropriately qualified to undertake the roles they do. It is expected to achieve this, the provider will ensure:

- All staff are appropriately qualified to undertake their role and provision is in place for training updates where necessary.
- To maintain quality of delivery and good practice all employees should have in place an individual personal development plan, which is reviewed every 12 months.
- Staff attend appropriate education and training programmes to maintain their level of competency and comply with their professional body requirements.
- All staff has the relevant professional qualifications and operates within their scope of competency, their professional body's standards, regulations and codes of conduct.
- All staff undergo an induction process.

- Workforce and Training Plan are in place relevant to substance misuse that is reviewed and amended annually.
- Appropriate skill mix is in place, or plans in place to improve skill mix.
- Professional leadership is provided.
- An appropriate management structure is in place that supports service delivery and development.
- Staffs work to their employing organisational policies.

The organisation will be responsible for ensuring all staff that requires professional registration maintains their registration.

The Provider will have in place appropriate Human Resource policies to manage short and long term absences, discipline and capability policies.

12 Exclusions

Although in normal circumstances every effort will be made to engage service users in treatment and support services delivered, the Provider will have in place a clear policy, which describes circumstances in which services may be withdrawn and ensures that appropriate risk management processes are contained within. This may include circumstances where service users are violent or highly aggressive. In these circumstances the service must be satisfied that the level of risk has reduced to manageable levels before offering the service user continued support.

The following services are not part of this tender exercise:

- Inpatient assisted withdrawal.
- Pharmacy based needle exchange provision.
- Residential Rehabilitation

Residential rehabilitation is currently spot purchased. On award of contract the council reserve the right to discuss how the management of residential rehabilitation will be undertaken in the future with the new provider.

13. Inclusions

The following services will form part of this tender:

- All clinical and psychosocial drug and alcohol community services for adults 18+
- Hospital Liaison
- Recovery services
- Service user development
- Meadow Place community recovery service
- Young people's substance misuse services for under 18 years

- Co-ordination of shared care for drugs and alcohol
- Tier 3 Needle Exchange

14. DATA Management and Information Sharing

All provision of drug and alcohol treatment and associated interventions are required to be reported onto the national data management site maintained by the National Drug Treatment Monitoring system (NDTMs). The Provider must be open about information stored on an individual and must follow good information sharing principles. (Including consent to NDTMS and a local data sharing protocol).

It will be a requirement that all data is migrated into one system. The provider will have the option to use their own system or on award of the contract can negotiate separately for continued use of the Illy Carepath system.

The Provider must have a clear confidentiality and data handling policy, which is understood by all members of staff. The purpose of this policy is to prevent patient details being inappropriately disclosed when consent is given. The policy should be presented and clearly explained to the client/patient, both verbally and in written form, before assessment for treatment begins. The policy may be outlined in the form of a simple leaflet and / or notice displayed within the provider.
Circumstances of information sharing and when confidentiality may be breached must be explained to service users on entry to the service.

The Provider will develop clear and robust information sharing protocols with relevant partner agencies across the county. This will ensure the development of good working relationships with relevant partners and make the transfer of client information easier and safer to facilitate optimal treatment gains and recovery for service users. Agreed protocols must be in place for commencement of the service

15. Performance Expectations and Targets

Where possible, targets are displayed next to the data requirements in the Outcomes Framework in Appendix B. Performance targets will be set and reviewed on an annual basis by the Partnership.

Targets will be calculated on the basis of existing data and evidence where possible. Where this is not available, an ‘aspirational’ target may be set.

16 Quality Standards and Reports

The Provider must provide the services to SC in accordance with the terms of this specification and quality standards promoted by NICE (Appendix D). In addition to this we will be requesting a number of reports on specific aspects of the service as detailed below:

QUALITY STANDARDS AND REPORT TABLE

Report	Frequency	Detail
Safeguarding report	Quarterly	• Number of families where the need for a CAF is identified. • The number of CAF meetings invited to and attended, • The number of clients who have been supported to have a CAF completed. • The number of CAFs where Drug and alcohol worker is the lead professional • Number of referrals made to children's services and proportion accepted. • The numbers of child protection case conferences staff are invited to. • Number attended, • Number of written reports for conferences provided.
Workforce information	Quarterly	• Staff employed (job title, hours worked [i.e. full time, part time], and salary grade). • Mentors and volunteers (numbers, hours worked and roles undertaken) • Sickness, absence and vacancy rates
Audits	Annually	Programme of annual audits in line with quality and safety issues, which will be discussed and agreed with Shropshire Council
Drug Related Death	Annually	Report on service user deaths
	As required	• Death of service user reported using agreed process. • Serious incident/near miss
Complaints	Six monthly	Number of complaints and responses
Quality and Clinical Assurances	Annually	A full report on how the provider is complying with all quality assurance and clinical governance expectations, including compliance with Care Quality Commission registration
Exception reports	Monthly	Service Users waiting more than 6 weeks for a treatment intervention.
	As applicable	Patient safety reports including CQC

All communication with the Commissioner and associated staff should be open and transparent.

Appendix A

Joint Strategic Needs Assessment Summary

Drug and Alcohol

2014

Public Health Intelligence Team, Shropshire Council
January 2015

Contents.

Adult Substance Misuse in Shropshire.

Estimated Prevalence of Substance Misuse in Shropshire

In 2010-2011, in Shropshire, there were an estimated 1,123 (CI: 1020-1274) individuals using opiates and/or crack cocaine (OCU), aged between 15 and 64 years old.

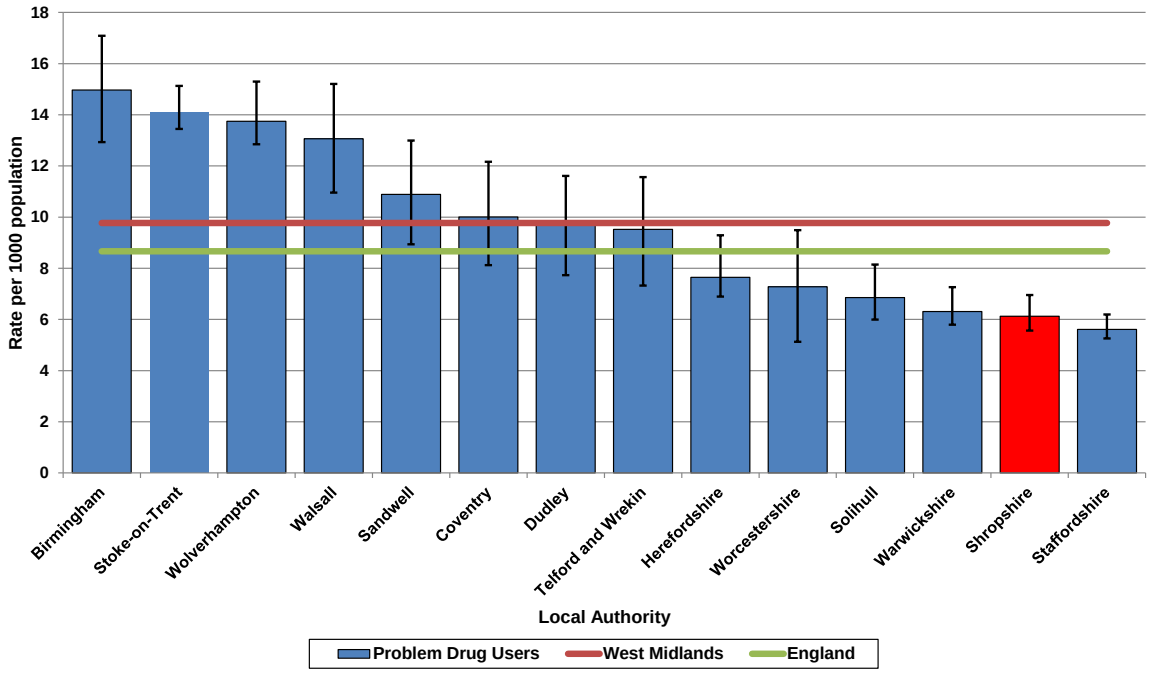
This works out to be at a rate of 6.13 (CI: 5.57-6.96) per 1000 of the population. Statistically, this figure is significantly less than the prevalence estimate for the West Midlands Region (9.77 per 1000, CI: 9.26-10.37) and significantly less than the prevalence estimate for England (8.67 per 1000, CI: 8.55-8.91) as shown in Table 1 and Figure 1.

Table 1. Estimated prevalence of opiate and crack cocaine users for Shropshire 2010/11

	Number	Rate per 1000	95% Confidence Interval		Statistical Difference to National	Statistical Difference to West Midlands
			Lower Limit	Upper Limit		
Shropshire	**1,123**	**6.13**	**5.57**	**6.96**	**Lower**	**Lower**
West Midlands	34,498	9.77	9.26	10.37	-	-
England	298,752	8.67	8.55	8.91	-	-

Source: Glasgow Prevalence Estimates 2010-11, Centre for Public Health, Liverpool John Moores University, Glasgow Prevalence Estimation Ltd, and The National Drug Evidence Centre, University of Manchester.

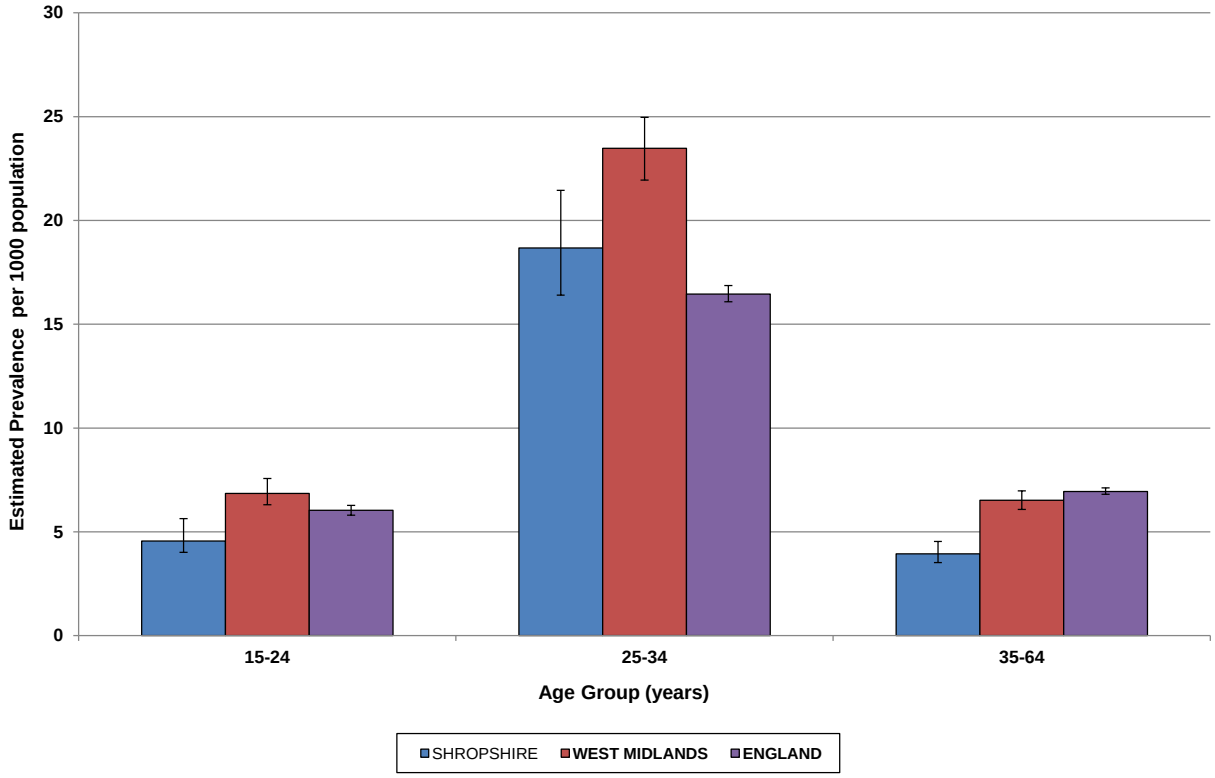
Figure 1. Estimated prevalence for opiate and crack cocaine users in West Midlands by Local Authority 2010/11



Source: Glasgow Prevalence Estimates 2010-11, Centre for Public Health, Liverpool John Moores University, Glasgow Prevalence Estimation Ltd, and The National Drug Evidence Centre, University of Manchester.

Shropshire has one of the lowest rates of problem drug users in the West Midlands when compared against other Local Authorities in the same region. This is partly due to the rural nature of the county. Other rural counties such as Warwickshire, Worcestershire and Staffordshire also have comparable lower rates. Urban centres such as Birmingham, Wolverhampton and Stoke-on-Trent have much higher rates of opiate and crack users.

Figure 2. Estimated prevalence of opiate and crack cocaine users by age group in Shropshire 2010/11.

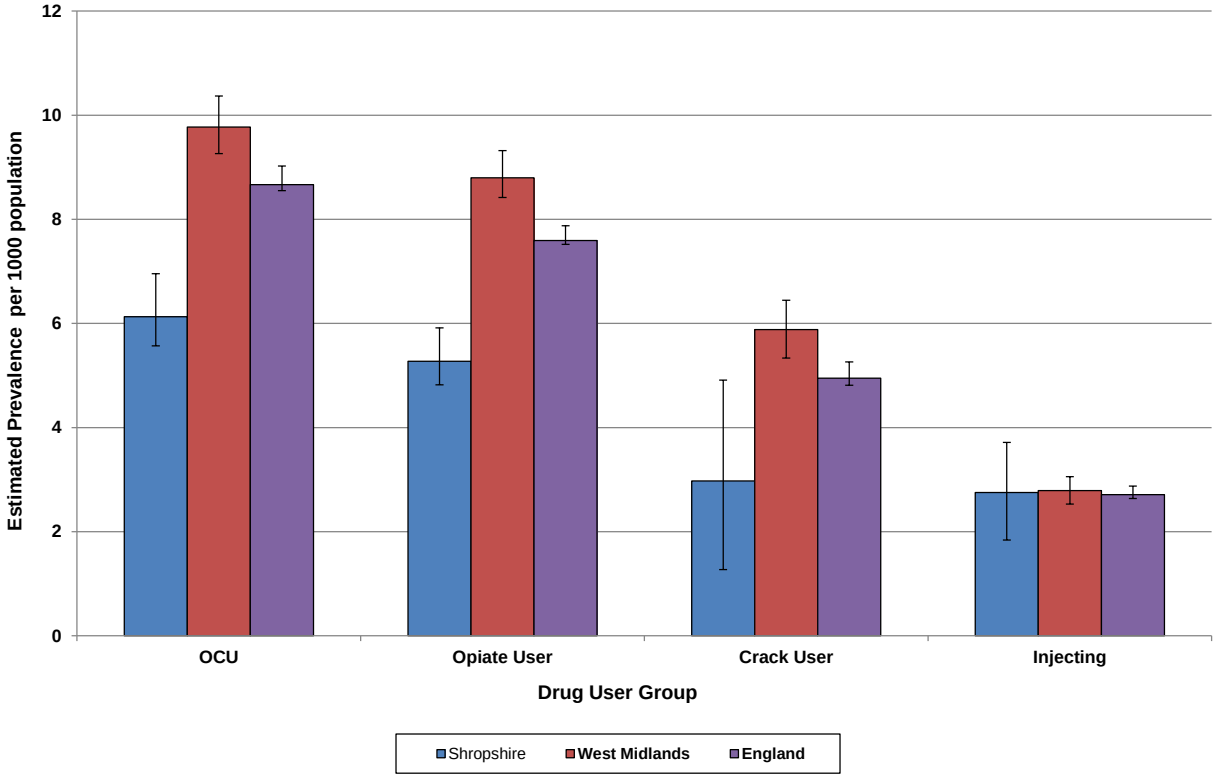


Source: Glasgow Prevalence Estimates 2010-11, Centre for Public Health, Liverpool John Moores University, Glasgow Prevalence Estimation Ltd, and The National Drug Evidence Centre, University of Manchester.

Figure 2 shows the estimated prevalence of opiate and crack cocaine users in Shropshire by age group in 2010/11. The age group with the highest estimated prevalence in Shropshire is the 25-34 year age group, with an estimated prevalence rate of 18.7 per 1000 (CI: 16.4-21.5). This is significantly less than the prevalence rate in this age group in the West Midlands but not significantly different to the prevalence rate for England as a whole.

The prevalence rates for problem drug users among 15-24 year olds and for 35-64 year olds are each less than 5 per 1000 and significantly less than both the prevalence rates for the West Midlands and England in both age groups.

Figure 3. Estimated prevalence of opiate and crack cocaine users by drug use in Shropshire 2010/11

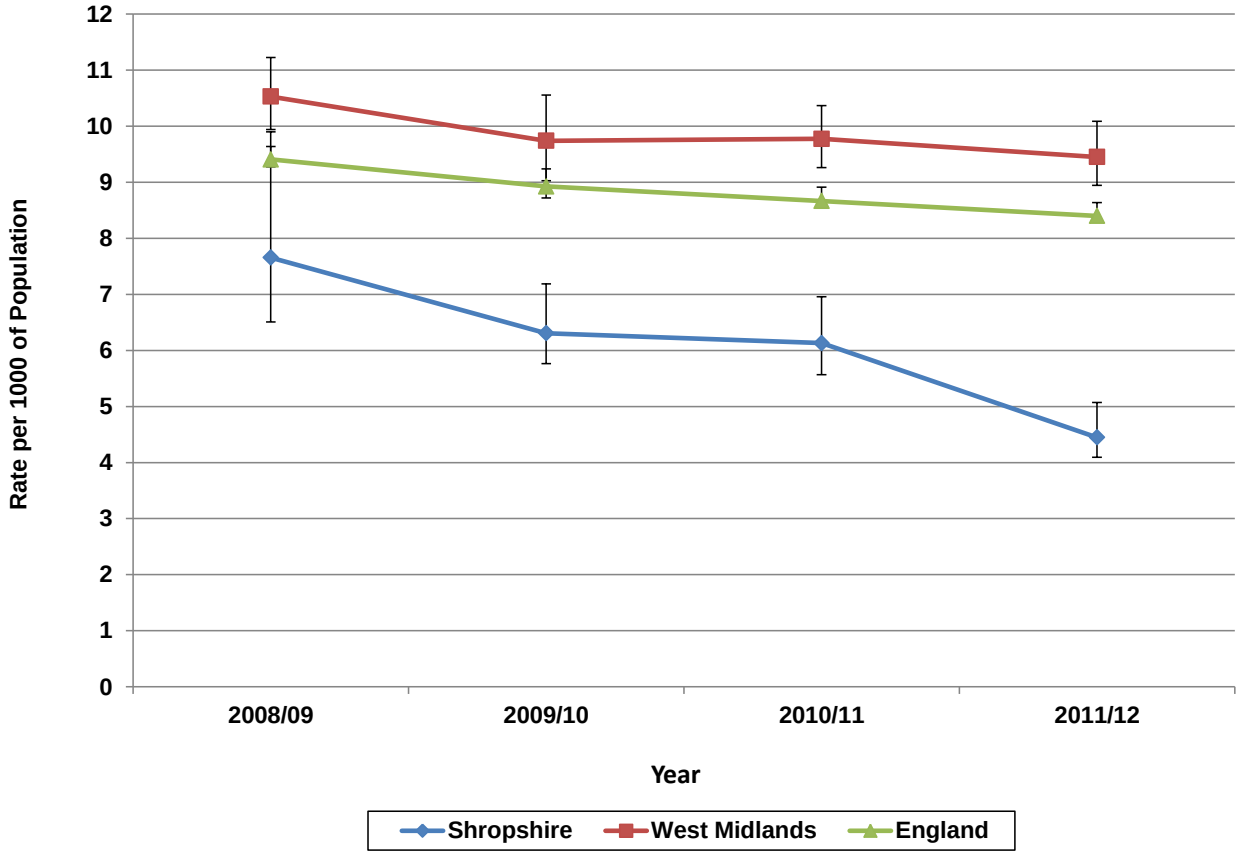


Source: Glasgow Prevalence Estimates 2010-11, Centre for Public Health, Liverpool John Moores University, Glasgow Prevalence Estimation Ltd, and The National Drug Evidence Centre, University of Manchester.

Figure 3 above shows the estimated prevalence rate of opiate and crack cocaine users in Shropshire by type of drug. The rate of opiate users and crack cocaine users are significantly lower than the West Midlands rate and the National rate. The rate per 1000 of the population for injecting users is statistically similar to both the West Midlands and National rates.

Figure 4 below shows how the estimated prevalence rates for opiate and crack users (OCUs) in Shropshire have changed from 2008/9 to 2011/12. Over this period there has been a decreasing trend in the rate of OCUs per 1000 of population seen nationally and in the West Midlands. For Shropshire this decreasing trend in the rate of OCUs is more pronounced than it is regionally or nationally. In 2011/12 the estimated rate of OCUs in Shropshire was 4.45 per 1000 (95% CI: 4.09-5.07). For the first time since 2008/09 the estimated prevalence of OCUs in Shropshire in 2011/12 is significantly less than the previous year.

Figure 4. Estimated prevalence for opiate and crack users (OCU) from 2008/9 to 2011/12



Source: Glasgow Prevalence Estimates 2008-12, Centre for Public Health, Liverpool John Moores University, Glasgow Prevalence Estimation Ltd, and The National Drug Evidence Centre, University of Manchester.

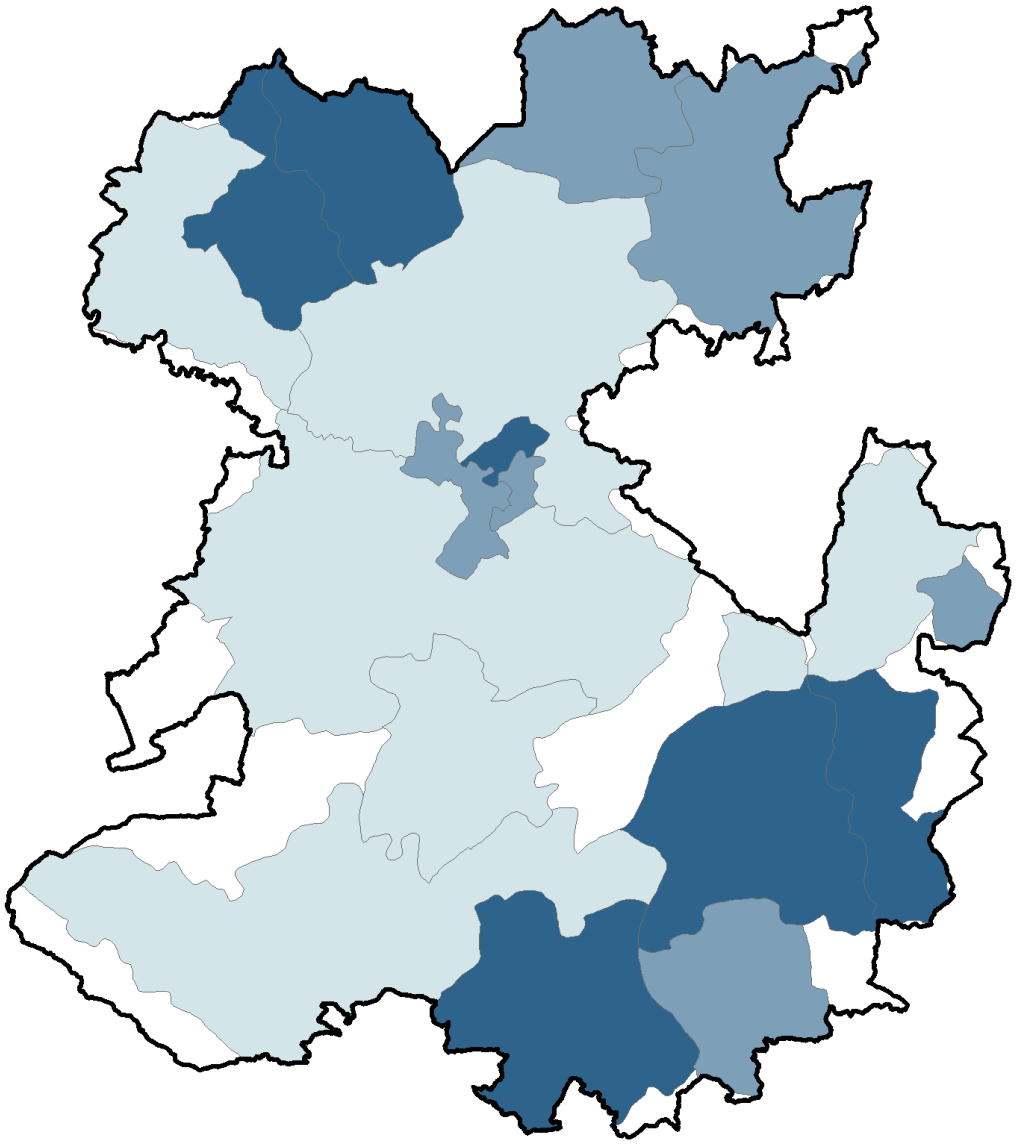
Treatment for Adult Drug Misuse in Shropshire

Drug treatment in Shropshire is provided by the Community Substance Misuse Team (CSMT), a community based drug treatment service based at Crown House in Shrewsbury. It provides treatment services and support to Shropshire residents who need help because of substance misuse issues.

CSMT has hubs located at different strategic points around the county which provide treatment support. These are located in the towns of Oswestry, Ludlow, Bridgnorth, Whitchurch, and Shrewsbury.

Additionally, there are various GP practices located through-out the county which offer additional drug treatment services including prescribing support. These “shared-care” practices are located in the following towns: Albrighton, Shrewsbury, Shifnal, Market Drayton, Wem, Ellesmere and Whitchurch.

Figure 5. Map showing the distribution of the rate per 1000 of Adults in Treatment by postal district within Shropshire County for the year 2013-14.



Rate1000

0.7 - 1.9

2.0 - 2.2

2.3 - 4.5

Scale : 1:400,000

Public Health IntelligenceTeam
Shropshire Council

Source Community Substance Misuse Team, Shropshire, Resident Exeter Population Data

The different shades of blue on the map in Figure 5 indicate the different rates per 1000 of population of adults in treatment by terciles. Areas with darker shades of blue indicate higher prevalence of individuals in treatment. These areas are mainly surrounding the larger towns within the county. This is as expected given that the treatment hubs were located around Shrewsbury, Oswestry, Bridgnorth, Ludlow and Whitchurch.

Areas with the highest and lowest rates in treatment:

- SY12- Ellesmere had the highest rate of individuals in treatment per 1000 population at 4.46 per 1000.
- SY7 – Craven Arms/Lydbury North had the lowest rate with 0.70 individuals per 1000 of population in treatment.

Please note the shading in Figure 5 does **not** indicate statistical significance. If postal districts appear as white on the map that indicates that there was no or insufficient data available to calculate a rate per 1000 of the resident population for that postal district.

Numbers in Effective Treatment:

Table 2 shows the number and percentage of adults in Shropshire in 2013/14 who were engaged in effective treatment as a total of the treatment population. To be engaged in effective treatment an individual must have been retained in a structured intervention for at least 12 weeks or if shorter obtained a successful completion of that treatment. Of those in treatment for opiates, 96% were in effective treatment, slightly more than the total for England. Whereas, 88% in treatment for non-opiates were in effective treatment for the same period, which is the same as the national figure. There was also an increase of 3% for those in effective treatment for opiates when compared to 2012/13 and a 10% drop in effective treatment for non-opiates when compared to the previous year.

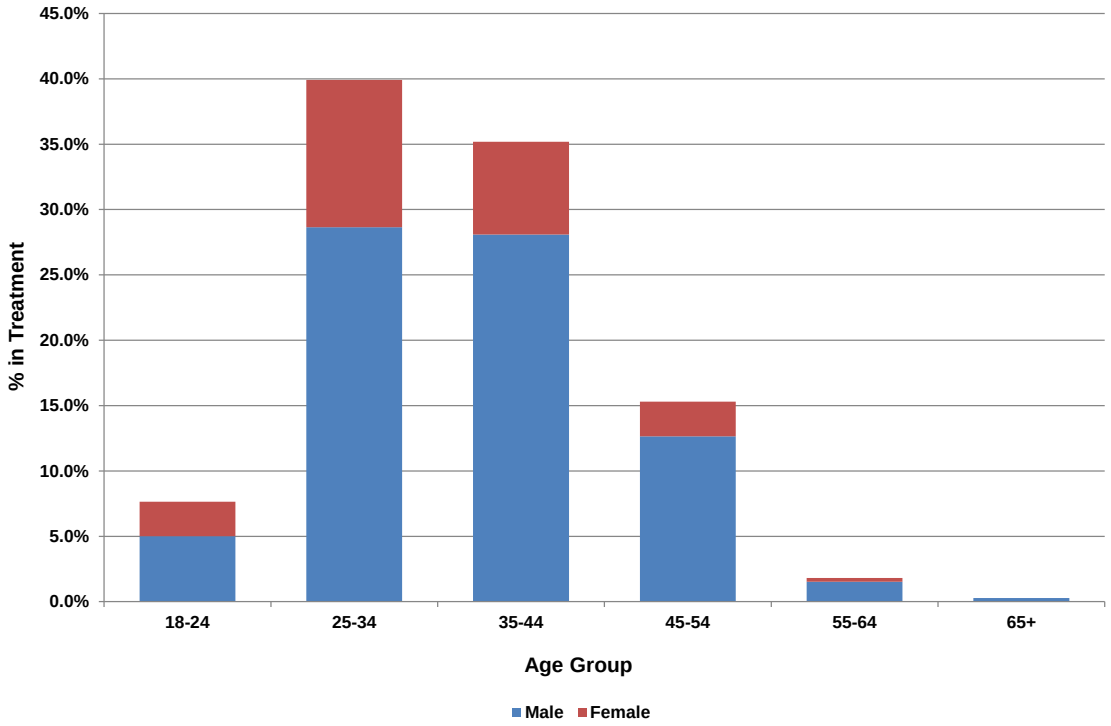
Table 2. Number and percentage of adults engaged in effective treatment 2013/14

	Shropshire	Change from 2012/13	Percentage of Treatment Population	National	Change from 2012/13	Percentage of Treatment Population
Opiate	**604**	**3%**	**96%**	**146,001**	**-2%**	**95%**
Non Opiate	**140**	**-10%**	**88%**	**35,477**	**5%**	**88%**
All	**744**	**1%**	**94%**	**181,478**	**0%**	**94%**

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

The largest proportion of individuals in treatment were those age 25-34 years (40%) and the second largest proportion were those aged 35-44 years (35%). Just over 15% of the treatment population were aged between 45 – 54 years. Those under the age of 24 years of age accounted for 5% of the treatment population. Less than 5% of those in treatment were aged 55 and 64 years and fewer than 1% of individuals in treatment were over the age of 65 years. In each age group there were a much larger proportion of males than females in treatment (Figure 6).

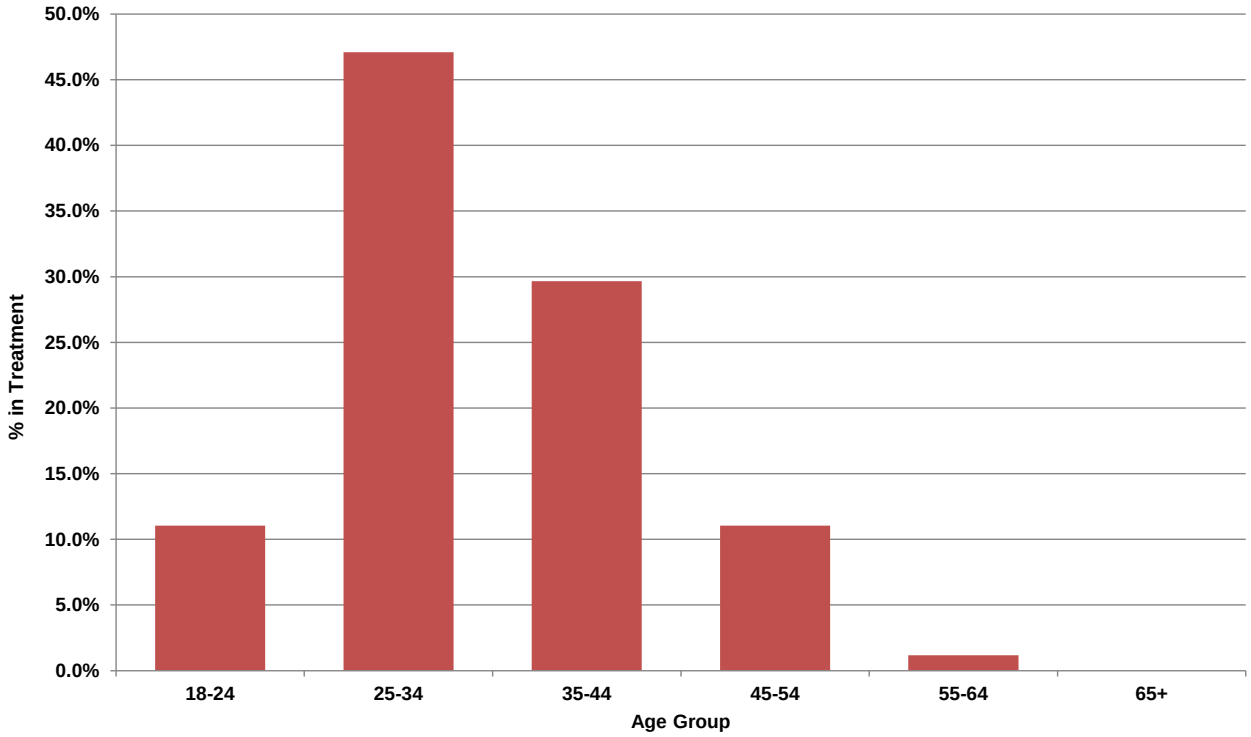
Figure 6. Percentage of adults in treatment in Shropshire by age group and gender 2013/14.



Source: Treatment Data, Community Substance Misuse Team, Crown House, Shrewsbury, Shropshire, 2013/14.

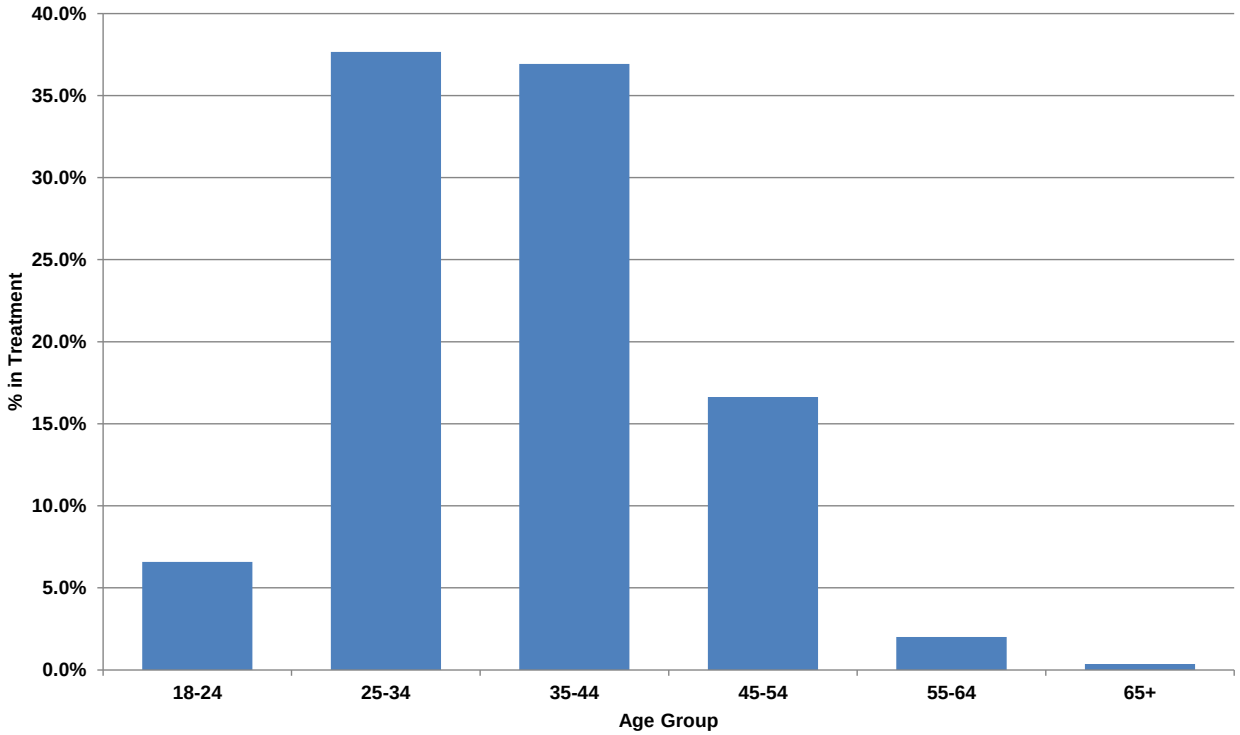
Figure 7, Figure 8 and Table 3 show the age profiles for adult females and males respectively in drug treatment in Shropshire in 2013/14. The age profiles for both males and females in treatment are very similar with the largest proportion of individuals in treatment being between 25 and 34 years. Table 3 shows that there are a higher proportion of females in treatment (11.0%) compared with males (6.6%) among those aged between 18 and 24 and there was a higher proportion of males to females in the 35-44 age group (36.9% compared to 29.7%).

Figure 7. Age distribution of all adult females in drug treatment in Shropshire 2013/14



Source: Treatment Data, Community Substance Misuse Team, Crown House, Shrewsbury, Shropshire, 2013/14.

Figure 8. Age distribution of all adult males in drug treatment in Shropshire 2013/14



Source: Treatment Data, Community Substance Misuse Team, Crown House, Shrewsbury, Shropshire, 2013/14.

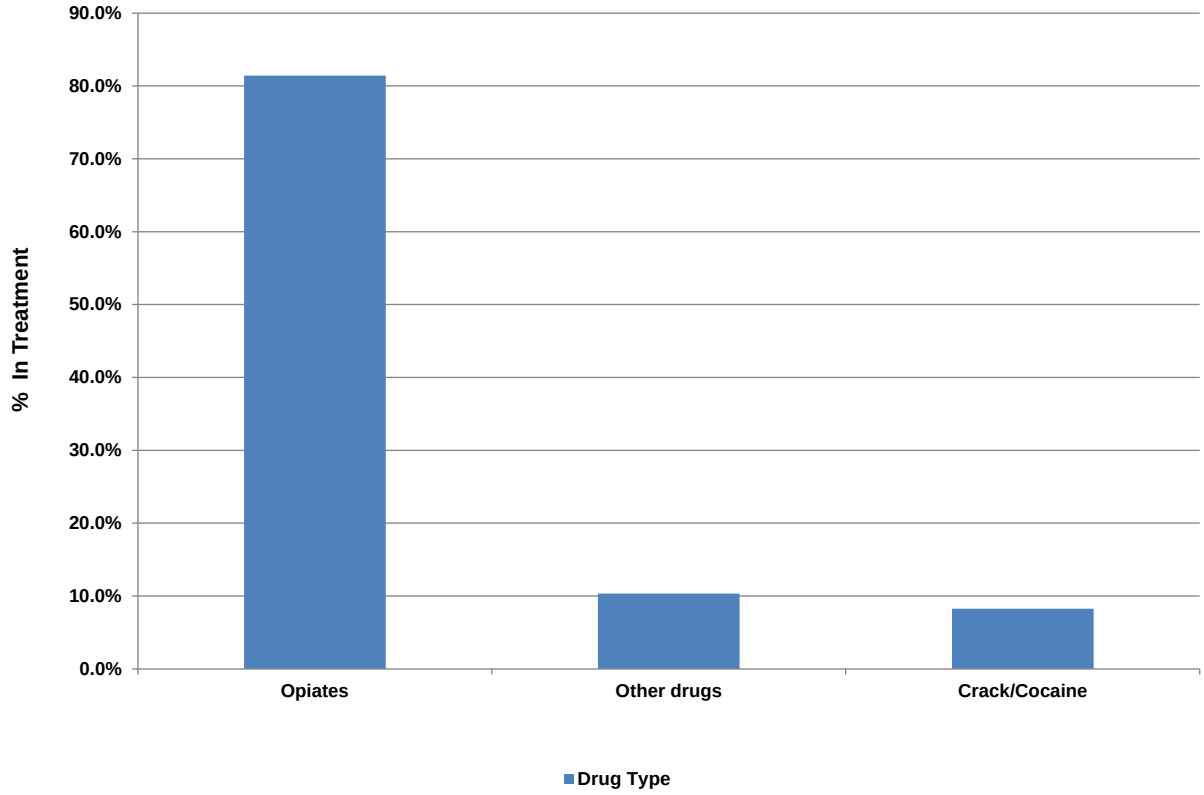
Table 3. Percentage of female and males in drug treatment in Shropshire by age band 2013/14

Age Bands	18-24	25-34	35-44	45-54	55-64	65+
Females	11.0%	47.1%	29.7%	11.0%	1.2%	0
Males	6.6%	37.7%	36.9%	16.6%	2.0%	0.4%

Source: Treatment Data, Community Substance Misuse Team, Crown House, Shrewsbury, Shropshire, 2013/14.

Figure 9 shows the percentage of individuals in treatment according to the main drug that they reported they used for the year 2012/13. Just over 80% of individuals in treatment reported opiates as their main drug, less than 10% reported crack or cocaine as their main drug.

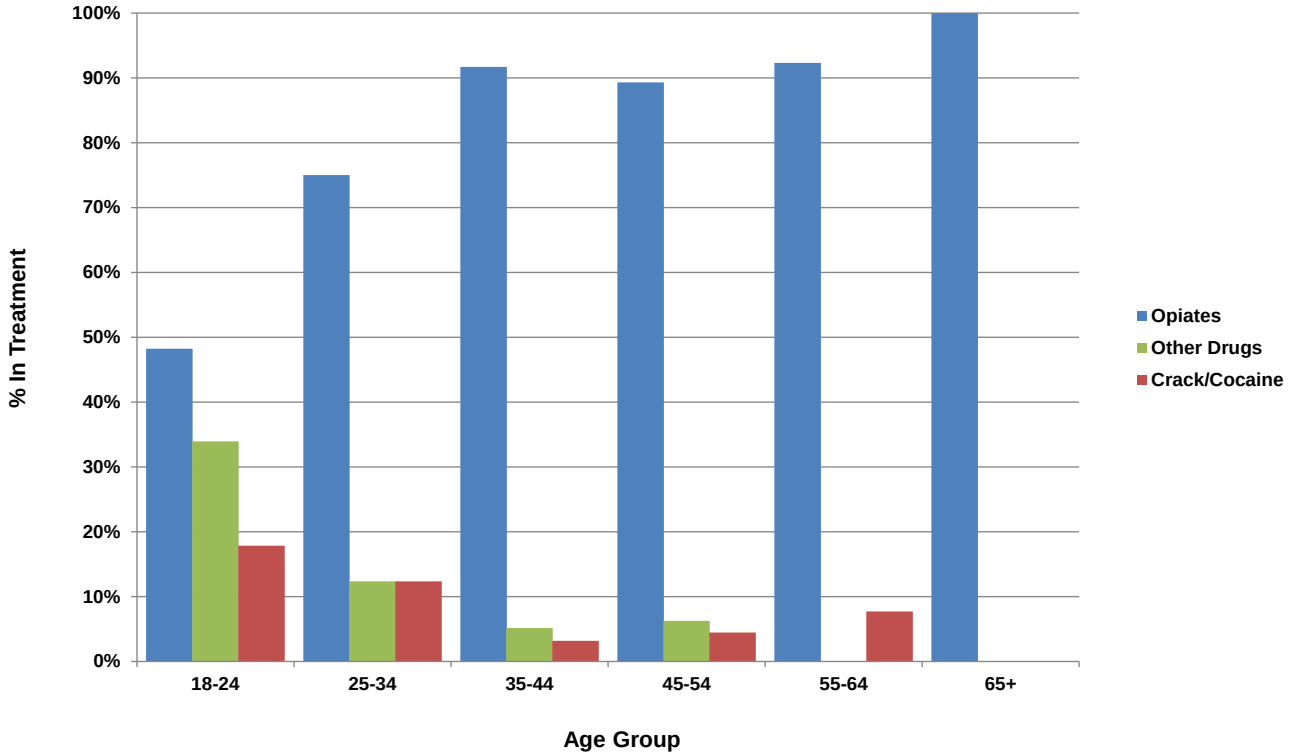
Figure 9. Percentage of individuals in treatment by main drug type reported 2013/14 in Shropshire



Source: Treatment Data, Community Substance Misuse Team, Crown House, Shrewsbury, Shropshire, 2013/14.

Figure 10 shows the profile of main drug use for each age group for adults in treatment. It can be seen from this chart that there is a clear trend of increasing proportions of opiate users with each age group up until the 65+ year age group. The opposite trend is visible for crack/cocaine and for other drugs where, as the age increases, the proportion of users for crack/cocaine and other drugs decreases with the exception of those aged 55-64 year. It is interesting to note that in the 25-34 year age group there is nearly an equal proportion of individuals who are in treatment for crack cocaine as there are for other drugs.

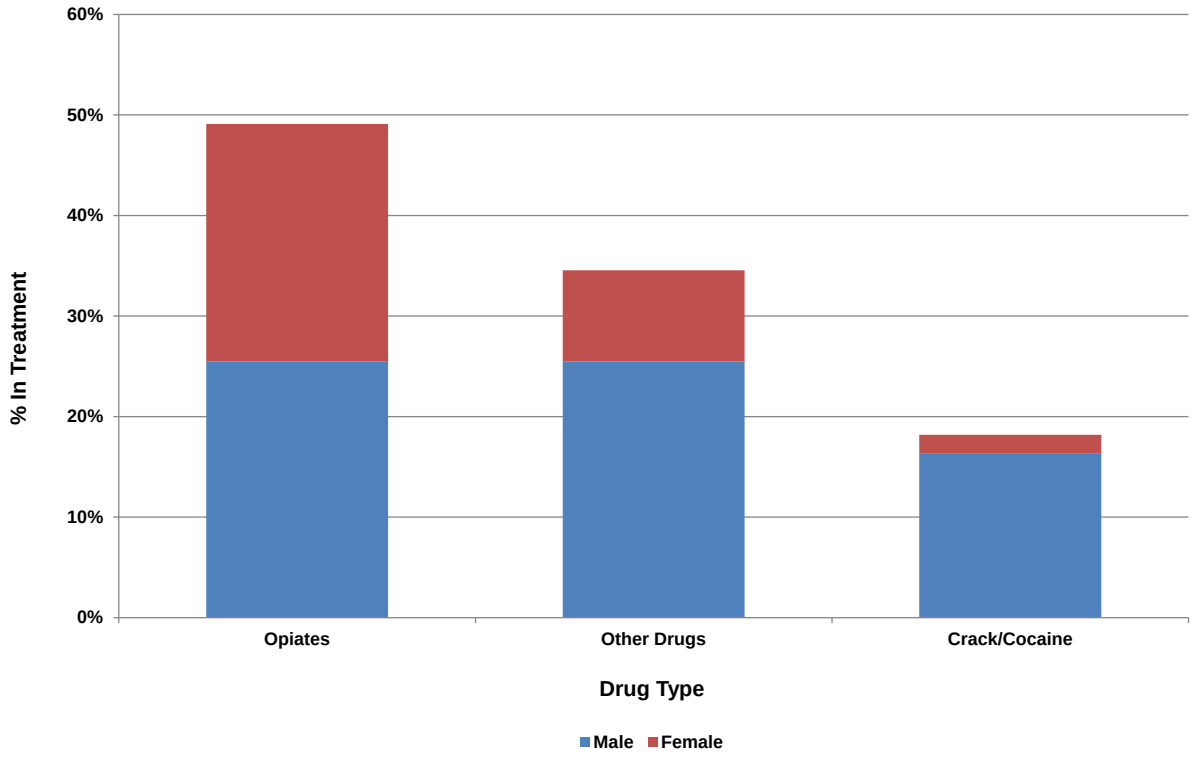
Figure 10. Percentage of each age group in treatment by main drug type reported 2013/14



Source: Treatment Data, Community Substance Misuse Team, Crown House, Shrewsbury, Shropshire, 2013/14.

Figure 11 shows a profile of 18-24 year olds in treatment by drug type and gender. Interestingly when looking at the distribution of males and females in treatment there are nearly equal proportions of males and females in treatment for opiates among 18-24 year olds. There are much larger proportions of males than females for individuals using crack/cocaine and other drugs.

Figure 11. Profile of 18 to 24 year olds in treatment in 2013/14 by main drug type and gender - Shropshire



Source: Treatment Data, Community Substance Misuse Team, Crown House, Shrewsbury, Shropshire, 2013/14.

Successful Completions

Table 4 shows the proportion of clients in treatment whose latest treatment journey ended during 2013/14 and who recorded as “treatment completed” and are considered free of dependence. Seven percent of clients in treatment for opiates ended their treatment journey successfully in Shropshire. This is slightly less than the national picture where there were 8% of clients who successfully completed treatment.

For non-opiate clients 41% successfully completed treatment in 2013/14, this is the same as the national picture.

Table 4. Proportion of individuals who successfully complete treatment and for Shropshire and England 2013/14

	Shropshire	National
	% who successfully complete	% who successfully complete
Opiate	7%	8%
Non Opiate	41%	41%
All	14%	15%

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Table 5 shows that proportion of individuals in Shropshire and England who successfully completed treatment and did not relapse and return to treatment within six months in 2013/14. When compared to the national picture, there are a smaller proportion of clients who successfully complete treatment and then do not return within six months. For opiate users this represented 75% of successful completers in Shropshire compared with 81% nationally and for non-opiate users this represented 91% in Shropshire compared with 95% nationally.

Table 5. Proportion of individuals who successfully complete treatment and did not return within six months in Shropshire and England 2013/14

	Shropshire	National
	% who successfully complete and did not return within six months	% who successfully complete and did not return within six months
Opiate	75%	81%
Non Opiate	91%	95%
All	84%	89%

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Prescription only medicine and over the counter medicine

Table 6 shows the number and proportion of individuals in treatment who cited the use of prescription only medicine (POM) or over the counter medicine (OTC) in their last treatment journey. The proportion shown is of all individuals in treatment in 2013/14. Seven percent of individuals in treatment in Shropshire cited use of POM/OTC alongside illicit drug use. This is lower than the 14% of those in treatment nationally. Two percent of those in treatment in Shropshire cited only use of POM/OTC (with no illicit drug use) this is slightly less than the 3% nationally. In total 8% of those in treatment in Shropshire cited use of POM/OCT compared with 16% of those in treatment nationally.

Table 6. Number and proportion of individuals in treatment who used prescription only medicine or over the counter medicine either alongside or to illicit drug use or not during 2013/14

	Shropshire		National	
	N	% of treatment population	N	% of treatment population
Illicit Use	53	7%	26,563	14%
No illicit use	14	2%	5,171	3%
Total	67	8%	31,734	16%

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Novel Psychoactive Substances and Club Drugs

The following summary describes some of the Novel Psychoactive Substances (NPS), also known as “Legal Highs”, and Club Drugs being used by individuals in treatment in Shropshire in 2013/14. Mephedrone, also known as “meow-meow” is an example of a NPS. It is related to amphetamines such as speed and ecstasy. It is often ingested, but there are increasing reports nationally of it being injected. It is no longer legal, and was classified as a Class B drug in 2010.

Shropshire 2013-2014

Prevalence

- Currently, the prevalence of NPS use among the population in Shropshire is not known. Because of the great disparity for prevalence rates in different regions across England, any national estimates of prevalence would not be reflective of the local picture.

In Treatment

- 21% of new entrants into treatment (non-opiate users) cited Club Drug use – ecstasy, ketamine, GHB/GBL, methamphetamine and mephedrone (compared to 11% in England).
- 86% of these new entrants cited mephedrone use (18/21 individuals).
- Note, the numbers are very small, but they do show that the majority of non-opiate users who were new to treatment in the last year had taken mephedrone.

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

The following is a list of some of the names of NPSs that are known to be available or being sold in Shropshire:

Exodus
Black Mamba
Cyclone
Cherry Bomb
Super lemon haze
Super strawberry haze
Pandora’s box
Crystal Meow

Summary Points

- From 2010/11 to 2012/13 there has been a decreasing trend in the estimated prevalence rate of OCUs per 1000 of population in Shropshire, and this reflects the trend seen both nationally and in the West Midlands.
- The postal districts with highest prevalence of individuals in treatment are located in the north of the county in areas around Oswestry, Ellesmere, within the town of Shrewsbury and in areas around Bridgnorth and Ludlow.
- 25-34 year olds are the age group who represent the largest proportion in treatment.
- The age profiles for both males and females in treatment are similar but overall there are more males than females in treatment.

- Within the 18-24 year old age group, there are nearly equal proportions of males and females who report opiate use but much higher proportions of males than females who report use of crack/cocaine or other drugs.
- Of those in treatment for both opiate and non-opiates, 14% successfully completed in 2013/14 and 84% of those in Shropshire who successfully complete do not return to treatment within six months compared with 89% nationally.
- In 2013/14, 8% of the treatment population in Shropshire report use of prescription only medicine or over the counter medicine, this is compared with 16% nationally.
- 21% of new entrants to treatment in Shropshire (2013/14) for non-opiate use reported use of Club Drugs including ecstasy, ketamine, GHB/GBL, Methamphetamine and Mephedrone this is compared to 11% nationally. 86% or (18/21) of these new entrants cited mephedrone use (2013/14).

Adult Alcohol Misuse in Shropshire.

Prevalence of Drinking in Shropshire

Who abstains from drinking in Shropshire?

Table 7 shows that the synthetic estimate of the percentage of the population of Shropshire who are aged 16 years and older who report abstaining from drinking is 13.89%. Although not statistically significant, this figure is lower than both the West Midlands and England estimates.

Table 7. Synthetic Estimate for Abstaining from Drinking in Shropshire

	Abstaining from Drinking		
	Proportion	95% Confidence Interval	
		Lower Limit	Upper Limit
Shropshire County	13.85	8.71	17.77
West Midlands	17.91	12.30	22.09
England	16.53	11.11	20.62

Source: Local Alcohol Profiles, 2014, Knowledge and Intelligence Team (North West), Liverpool John Moores University, Liverpool

There is a higher proportion of the population who drink in the Shropshire than there is in the West Midlands and in England.

The Behaviour among Drinkers in Shropshire

Synthetic estimates from mid-2009 showing the percentage of drinkers in the population who are aged 16 years and older and who report different drinking behaviours are shown in Table 8. These are the latest prevalence estimates available from the Local Alcohol Profiles for England. The different classes of drinking behaviour are defined below:

Lower Risk Drinking – an estimate of the percentage of drinkers in the population who report drinking fewer than 22 units of alcohol per week if male and 15 units of alcohol per week if female.

Increasing Risk Drinking – an estimate of the percentage of drinkers in the population who report drinking between 22 and 50 units per week if males and between 15 and 35 units per week if female.

Higher Risk Drinking – an estimate of the percentage of drinkers in the population who report drinking more than 50 units per week if male and more than 35 units per week if female.

Table 8 shows that the estimated prevalence of individuals in Shropshire who, are lower risk drinkers, increasing risk drinkers or are higher risk drinkers are each statistically similar to the estimated prevalences both regionally, the West Midlands and nationally across England.

The synthetic prevalence estimate for Increasing Risk Drinkers in Shropshire updated in April 2012 was 20.8% (95% C.I.: 11.5% - 39.9%) of the drinking population aged over 16 years. The synthetic prevalence estimate for Higher Risk Drinkers was 6.9% (95% C.I.: 2.4%- 22.3%) of the drinking population over the age of 16.

Table 8. Synthetic Estimates for Drinking within Shropshire

	Lower Risk Drinking		
	Proportion	95% Confidence Interval	
		Lower Limit	Upper Limit
Shropshire County	72.28	48.77	85.64
West Midlands	73.88	52.11	86.94
England	73.25	51.12	86.44
	Increasing Risk Drinking		
	Proportion	95% Confidence Interval	
		Lower Limit	Upper Limit
Shropshire County	20.83	11.54	39.91
West Midlands	19.61	10.67	37.66
England	20.00	10.83	38.54
	Higher Risk Drinking		
	Proportion	95% Confidence Interval	
		Lower Limit	Upper Limit
Shropshire County	6.89	2.43	22.32
West Midlands	6.51	2.34	21.26
England	6.75	2.38	21.77

Source: Local Alcohol Profiles, 2014, Knowledge and Intelligence Team (North West), Liverpool John Moores University, Liverpool

Binge Drinking in Shropshire

The synthetic estimates for binge drinking in Shropshire produced in 2007-08 by the Association of Public Health Observatories are shown in Table 9.

Binge drinking is defined as adults (aged 16 year and above) who consume at least twice the daily recommended amount of alcohol in one single drinking session. For males this would be defined as drinking eight or more units in one session and for females this would be defined as drinking six or more units in one drinking session.

The estimated proportion of binge drinkers in Shropshire is 20% or one in five individuals aged over 16 years. This proportion is largely in line with both the regional figure for the West Midlands (18.8%) and the figure for England (20.1%).

Table 9. Synthetic Estimate for the proportion of Binge Drinkers in Shropshire

	Binge Drinking		
	Proportion	95% Confidence Interval	
		Lower Limit	Upper Limit
Shropshire County	20.0%	18.2%	21.9%
West Midlands	18.8%	16.7%	21.1%
England	20.1%	19.4%	20.8%

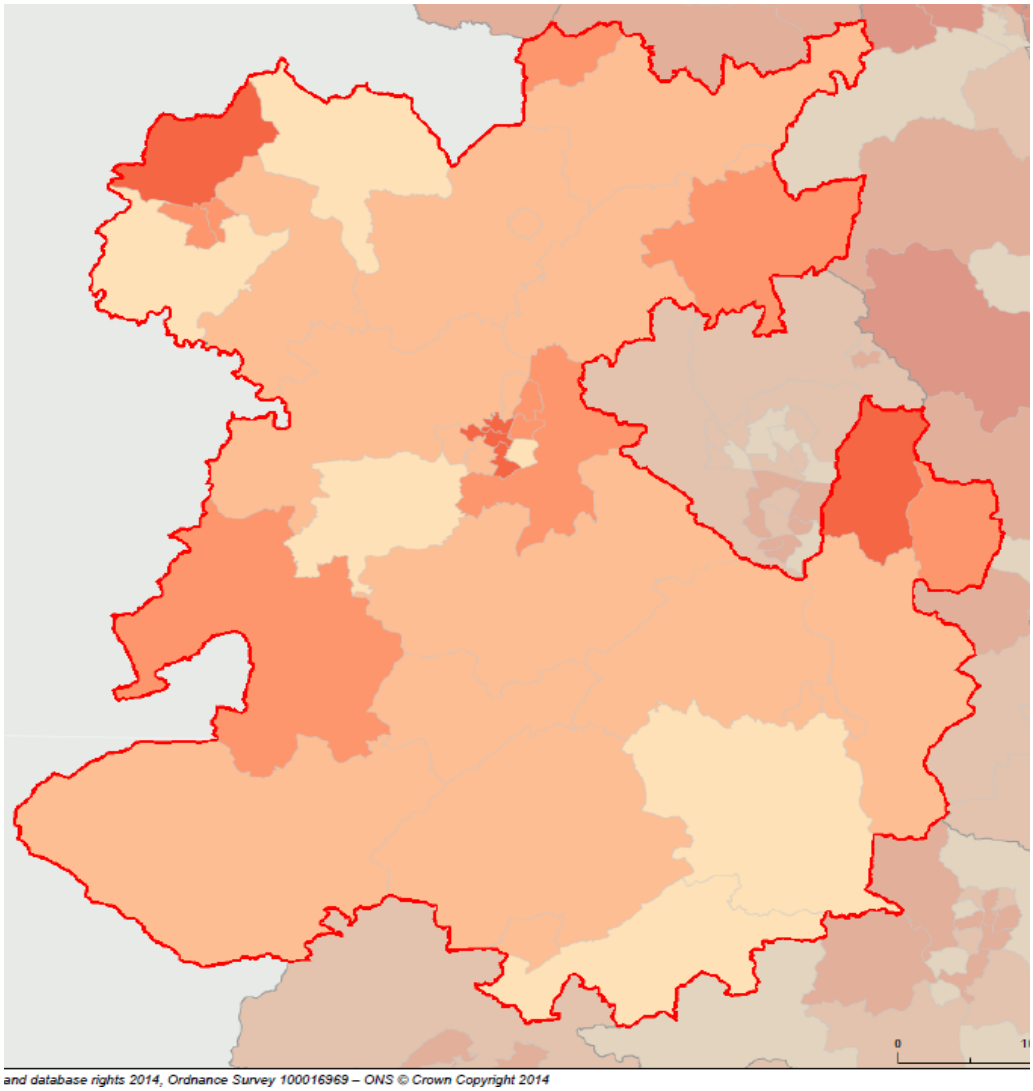
Source: Local Alcohol Profiles, 2014, Knowledge and Intelligence Team (North West), Liverpool John Moores University, Liverpool

Figure 12 shows the modelled estimated prevalence of binge drinking in Shropshire by Middle Super Output Areas (MSOAs) for 2006-2008 based on National Quintile for England and Figure 13 shows the legend for Figure 12 indicating which shades of yellow and orange represent the different national quintiles for estimated binge drinking within England.

The five areas (MSOAs) in Shropshire with the highest estimated prevalence of Binge Drinking and that fell within the highest national quintiles were coloured in dark orange in Figure 12, and included:

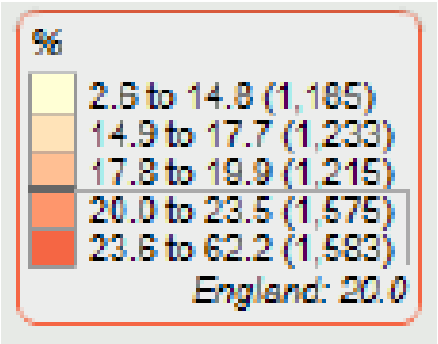
- The MSOA containing **Gobowen** and **Weston Rhyn** has the highest estimated prevalence of Binge Drinking with 25.5% of the population (95% CI: 14.3%-41.8%).
- Three MSOAs around the **north and east of Shrewsbury** contained the next highest estimated prevalence. These ranged from 23.7% to 25.4%.
- An MSOA based around **Shifnal** was the next with 23.7% (95% CI: 13.1-39.3).

Figure 12. Local Health Profile for Modelled Estimated Prevalence of Binge Drinking in Shropshire by Middle Super Output Areas (2006-2008) based on National Quintiles for England



Source: Binge Drinking data estimates are taken from the Health Survey for England 2007-2008. The Map is created using Public Health England's Local Health Profile website:http://www.apho.org.uk/default.aspx?QN=HP_LOCALHEALTH2012

Figure 13. Legend for National Quintiles for England



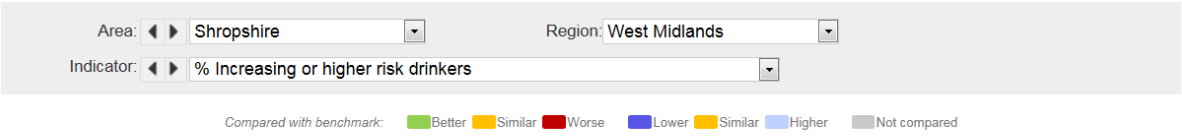
Source: Binge Drinking data estimates are taken from the Health Survey for England 2007-2008. The Map is created using Public Health England's Local Health Profile website:http://www.apho.org.uk/default.aspx?QN=HP_LOCALHEALTH2012

Estimated Prevalence of Increasing and Higher Risk Drinking within the Population in Shropshire

Figure 14 shows the estimated prevalence of drinkers in the population across the West Midlands who are aged 16 years and older and are likely to be engaged in increasing and higher risk drinking. The data is presented as an estimated count of individuals in the population and an estimated percentage of the population. These numbers are compared with other local authorities across the West Midlands region. These prevalence estimates are taken from 2008 data.

Shropshire is estimated to have the second highest prevalence of individuals engaging in increasing and higher risk drinking out of all the local authorities in the West Midlands region. There are an estimated 57,681 increasing and higher risk drinkers in the county amounting to an estimated prevalence of 23.9% (95% CI: 23.7%-24.1%). This estimated prevalence is significantly higher than that of the prevalence for the whole West Midlands region.

Figure 14. Data showing the estimated prevalence of increasing and higher risk drinking in Shropshire as a percentage of total population compared with other local authorities in the West Midlands



% Increasing or higher risk drinkers 2008 — Proportion - %

Area	Count	Value	95% Lower CI	95% Upper CI
West Midlands	942,510	21.4	21.4	21.5
Herefordshire	35,872	24.2	23.9	24.4
Shropshire	57,681	23.9	23.7	24.1
Worcestershire	107,017	23.4	23.3	23.6
Warwickshire	102,229	23.3	23.2	23.5
Staffordshire	158,861	23.2	23.1	23.3
Telford and Wrekin	28,956	22.4	22.2	22.6
Solihull	36,717	22.0	21.8	22.2
Dudley	53,505	21.4	21.3	21.6
Stoke-on-Trent	40,732	21.0	20.9	21.2
Coventry	52,211	20.5	20.4	20.7
Walsall	40,593	20.0	19.8	20.2
Wolverhampton	35,955	18.7	18.5	18.8
Birmingham	149,479	18.5	18.4	18.6
Sandwell	42,702	18.5	18.4	18.7

Source: NWPHO

Source: Local Alcohol Profiles for England -2008, North West Public Health Observatory: http://fingertips.phe.org.uk/substancemisuse#gid/1000032/pat/6/ati/102/page/6/par/E12000005/are/E06000051/iid/925/age/164/sex/4

Please note that this figure is different from that in Table 8 due to it being based on people drinking in the total population, compared with Table 8 which is based on all people that drink in the population and excludes those that abstain.

Hospital Admissions due to Alcohol Misuse 2012-2013

Figure 15 shows the age standardised rate of admission episodes to hospital for people (all genders) in Shropshire with alcohol related conditions. Alcohol related conditions include any alcohol-related primary diagnosis or a secondary diagnosis with an alcohol-related external cause. The data presented are directly age-standardised to the European standard population.

In 2012/13 in Shropshire there were 568.5 admission episodes to hospital for alcohol related conditions per 100,000 of the population. When compared with admission rates in fifteen other local authority areas with similar demographic, socio-economic and geographic variables to Shropshire (i.e. Nearest Neighbour Groups), the rate in Shropshire was within the third worst quartile indicating “higher harm levels”. This can be interpreted as meaning that there are increasing levels of harm in Shropshire with regards to hospital admissions for alcohol-related conditions compared with the other similar local authorities.

Admission episodes for alcohol-related conditions are lower in Shropshire than the national level, 568.5 per 100,000 compared with 636.9 per 100,000 and Shropshire falls within the second quartile nationally with is measured at “lower levels of harm”.

Figure 15. Data showing hospital admission episodes for alcohol-related conditions 2012/13

	Local		National	
	Measure	Nearest Neighbour Group	Measure	National
Admission episodes for alcohol-related conditions - narrow 2012/13 All genders, standardised rate per 1000	568.49	3	636.85	2

Source: Local Area Profiles Data from the Joint Strategic Needs Assessment for 2013/14 released from Public Health England Sept 2014

Months of Life Lost due to Alcohol 2010-2012

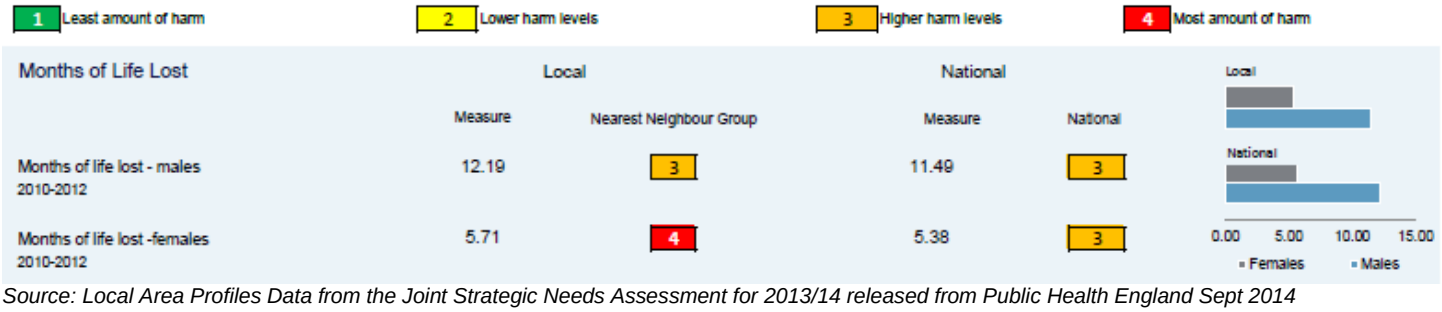
Figure 16 shows the months of life lost due to alcohol for males and females from 2010 to 2012. The months of life lost due to alcohol is an estimate of the increase in life expectancy at birth that would be expected if all alcohol-related deaths in either males or females aged less than 75 years were prevented.

In Shropshire, this figure is 12.19 months for males and 5.71 months for females.

Months of Life Lost due to Alcohol 2010-2012 in males is higher than the national measure. In England, over the same period, male alcohol-related deaths resulted in 11.49 months of life lost. Shropshire’s number falls in the third quartile both within its nearest neighbour group and nationally and is labelled among the higher levels of harm for this indicator.

Months of Life Lost due to Alcohol 2010-2012 in females higher than the national measure of 5.38 months of life lost. Shropshire’s number is within the worst quartile of its nearest neighbour group and is labelled as among the most amount of harm, and falls within the third worst quartile nationally and is indicated as higher level of harm for this indicator.

Figure 16. Data showing months of life lost due to alcohol for males and females in Shropshire from 2010-2012



Source: Local Area Profiles Data from the Joint Strategic Needs Assessment for 2013/14 released from Public Health England Sept 2014

Adult Alcohol Treatment Services in Shropshire 2013/14

Numbers in Treatment

Table 10 shows that in 2013/14 there were 841 adult clients (aged 18 – 99 years of age) in alcohol treatment in Shropshire. This has increased from 602 in 2012/13. The number of adult clients in alcohol treatment in England also increased from 2012/13 to 2013/14. A similar trend is observed in 2014/15. It is expected the numbers will stabilise next year.

Table 10. The number of adults in alcohol treatment services in Shropshire and England in 2012-13 and 2013-14

Year	Shropshire	England
2012-2013	602	109,441
2013-2014	841	114,877

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2012/13 and 2013/14, Public Health England

Number Starting Alcohol Treatment

Table 11 shows the total number of adults who cited alcohol as their primary problem substance and who started a new treatment journey during the year 2013/14.

In 2013/14, 662 individuals started treatment for alcohol in Shropshire, up from 413 the previous year. Nearly four fifths (79%) of those in treatment in 2013/14 also started their treatment that year. This is up from 69% in 2012/13. An upward trend is observed in 2014/15. It is expected the numbers will stabilise next year. This proportion is higher than the national measure, with 70% of those in alcohol treatment in England starting their treatment in 2013/14.

Table 11. The number and proportion of adults starting alcohol treatment during 2013/14

Year	Shropshire	England
	N (%)	N (%)
2012-2013	413 (69%)	75,606 (69%)
2013-2014	662 (79%)	80,888 (70%)

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2012/13 and 2013/14, Public Health England

Referrals into Treatment of Adult Alcohol Services 2013/14

Table 12 shows the proportion of treatment episodes in 2013/14 from each of their referral sources. In Shropshire, self-referral was the most common source by which clients entered alcohol treatment. This accounted for 31% of all referrals in 2013/14. Referrals from hospital or A&E departments were the second most common source of referral for alcohol treatment accounting for nearly a quarter of referrals (24%). The third most common referral source in Shropshire in 2013/14 was from GPs and this accounted for 18% of referrals.

Nationally, self-referral was also the most common way into treatment with 42% of referrals being made by self in 2013/14. Apart from “all other referral sources”, GPs were the second most common source of referral accounting for 17% and the Criminal Justice System was the third most common source accounting for 10% of referrals.

Table 12. Referral source into adult alcohol treatment as a proportion of all treatment episodes in Shropshire and England in 2013/14

Referral Source	Shropshire	England
	% of all treatment episodes	% of all treatment episodes
Self-referral	31%	42%
Criminal Justice System (CJS)	9%	10%
GP	18%	17%
Hospital/A&E	24%	7%
All Other Referral Sources	17%	22%

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Profile of Clients in Treatment for Alcohol by Age and Gender

Table 13 and Figure 17 show the profile of clients in alcohol treatment in Shropshire in 2013/14. The proportion of clients is shown by age group and gender.

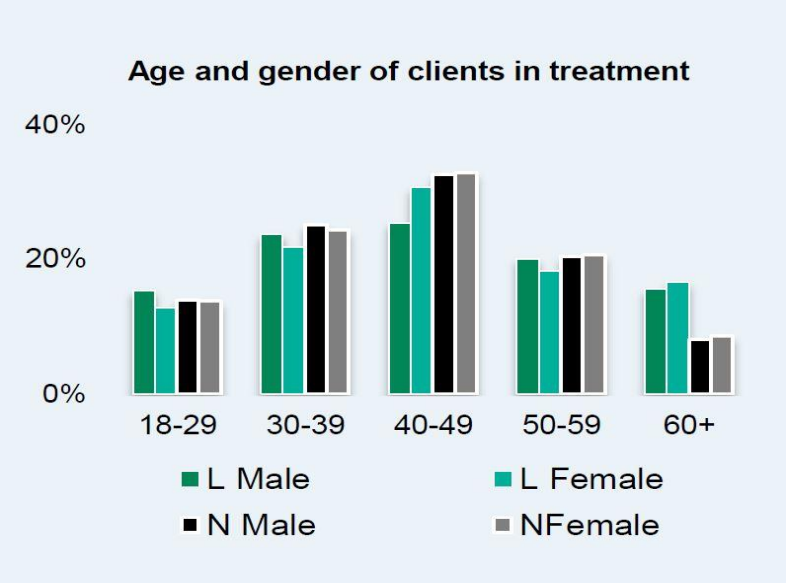
When comparing the age distribution for both genders they are very similar for Shropshire and for England. However there are a larger proportion of clients, both male and female in treatment in Shropshire who are aged 60 year and older when compared with the national picture. Nearly a fifth (17%) of females and 16% of males in treatment in Shropshire are 60+ years old, compared with 9% of females and 8% of males in treatment in England.

Table 13. The proportion of adults in alcohol treatment in 2013/14 by age group and gender in Shropshire and England.

	Shropshire		England	
Age Group	**Female**	**Male**	**Female**	**Male**
18-29	**13%**	**15%**	**14%**	**14%**
30-39	**22%**	**24%**	**24%**	**25%**
40-49	**31%**	**25%**	**33%**	**33%**
50-59	**18%**	**20%**	**21%**	**20%**
60+	**17%**	**16%**	**9%**	**8%**
Totals	**100%**	**100%**	**100%**	**100%**

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Figure 17. The proportion of adults in alcohol treatment in 2013/14 by age group and gender in Shropshire and England



Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Profile of Clients in Treatment for Alcohol by Safeguarding, Housing and Employment Status

Safeguarding

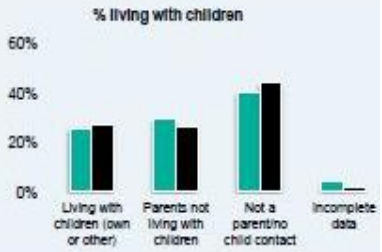
Figure 18 shows the number of adults in alcohol treatment who either live with children (their own or others), who are parents but do not live with their children, who do not have children or contact with children or for whom there is incomplete data.

The majority, 40%, of adults who are in treatment for alcohol in Shropshire in 2013/14 are not a parent and have no child contact this is compared with 44% of the treatment population in England.

However, over a quarter of adults (26%) in alcohol treatment in Shropshire have a chid living with them at least some of the time. Nationally, 27% of the treatment population have a child living with them at least some of the time.

Figure 18. Data showing the number and proportion of adults in alcohol treatment who either live with children or who are parents not living with children in Shropshire and England in 2013/14

	Local n	% of all in treatment	Gender Split (M/F) %	National n	% of all in treatment	Gender Split (M/F) %
Living with children (own or other)	220	26%	24/29	31360	27%	22/36
Parents not living with children	248	29%	31/27	30631	27%	28/24
Not a parent/no child contact	339	40%	41/39	50887	44%	47/39
Incomplete data	34	4%	4/5	1999	2%	2/2



Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Local Data National Data

Housing and Homelessness

Table 14 shows the proportion of adults in alcohol treatment who began a new treatment journey in 2013/14 by their accommodation status at the start of their treatment journey.

In Shropshire, 84% of new clients in 2013/14 had no housing problem at start of treatment. However, 2% of new clients had an urgent housing problem with not fixed abode. In real terms this amounted to 15 clients. This proportion is slightly less that nationally, where 4% of new clients reported having an urgent housing problem with no fixed abode.

Table 14. Proportion of clients who began a new treatment journey in 2013/14 by accommodation status at the start of treatment in Shropshire and England

Accommodation status at start of treatment	Shropshire	England
Urgent housing problem (NFA)	2%	4%
Housing Problem (not urgent)	6%	9%
No Housing Problem	84%	82%
Other or Missing Data	7%	5%

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

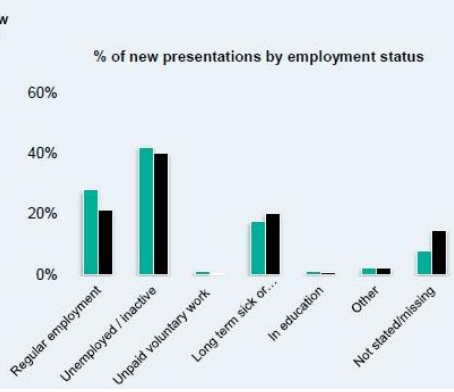
Employment Status

Figure 19 shows the number and proportion of adults who began a new treatment journey for alcohol treatment in Shropshire in 2013/14 by their employment status at the start of treatment.

The employment status profile for adults in alcohol treatment in Shropshire is mostly in line with the profile nationally. Unemployed and economically inactive clients form the largest proportion, 42%, of clients who started treatment. Twenty-eight percent of new clients in Shropshire were in regular employment compared with 21% in England.

Figure 19. Data showing the number and proportion of adults starting alcohol treatment in 2013/14 by their employment status at the start of treatment in Shropshire and England

Employment status at the start of treatment:	Local n	% of new starts	National n	% of new starts
Regular employment	186	28%	17387	21%
Unemployed/economically inactive	279	42%	32445	40%
Unpaid voluntary work	8	1%	247	0%
Long term sick or disabled	117	18%	16316	20%
In education	7	1%	672	1%
Other	14	2%	1859	2%
Not stated/missing	51	8%	11962	15%



Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Local Data National Data

Additional Substances Used

Table 15 shows the proportion of all adults in treatment for alcohol who cite use of any other substance in addition to alcohol at any point during the client's latest treatment journey. Clients may cite use of more than one additional substance and so they can be counted in more than one group.

In Shropshire in 2013/14, the most common additional substance to be used by adults in treatment was cannabis with 7% citing its use in addition to alcohol. This figure is slightly less than the 10% of clients additionally using cannabis nationally.

Four percent of clients in treatment in Shropshire cited using opiates and crack in addition to alcohol, this is the same proportion as in England.

Table 15. The proportion of all adults in alcohol treatment who cite using additional substances to alcohol in 2013/14 in Shropshire and England

Additional Substance	Shropshire	England
Additionally Using opiates and crack	**4%**	**4%**
Additionally using cannabis	**7%**	**10%**
Additionally using other drugs (not opiates, crack or cannabis)	**6%**	**10%**

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Length of Time in Treatment

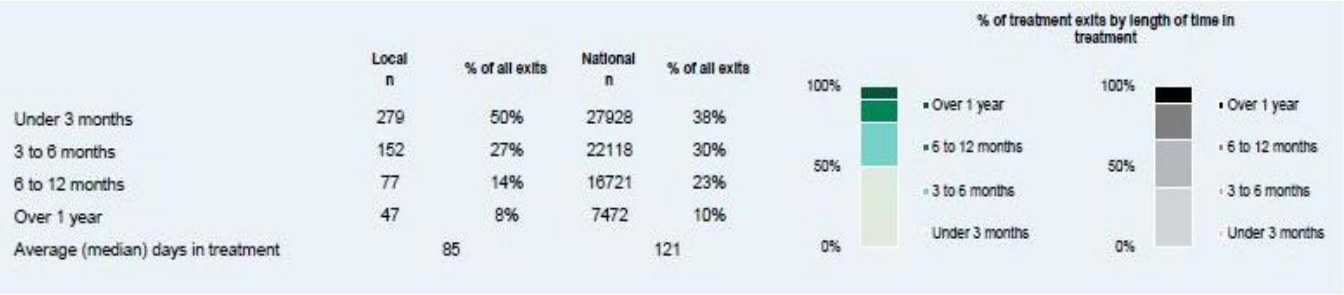
Figure 20 shows the number and proportion of clients leaving treatment in 2013/14 by the length of time the spent in treatment. The length of time in treatment has been broken down into less than 3 months, between 3 and 6 months, between 6 and 12 months and greater than one year.

The average (median) number of days in treatment for Shropshire clients was 85. This figure is less than the national average of 121 days.

Half (50%) of all the clients leaving alcohol treatment in Shropshire in 2013/14 were in treatment for less than 3 months and a just over a further quarter (27%) were in treatment for between three and six months.

Nationally 38% of those leaving treatment in 2013/14 were in treatment for less than three months and 30% were in treatment for between three and six months(Figure 20). Data showing the number and propotion of clients leaving treatment in 2013/14 by the length of time they spent in treatment in Shropshire and England.

Figure 20. Data showing the number and proportion of adults leaving alcohol treatment in 2013/14 by the length of time in treatment.



Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Discharges and Planned Exits from Treatment

Total number of clients leaving alcohol treatment

Table 16 shows the number of adult clients leaving alcohol treatment in the years 2012/13 and 2013/14. The number of clients leaving treatment rose from 394 in 2012/13 to 555 in 2013/14. There was a rise in the number of clients leaving treatment nationally during the same time period. There was also an increase in the number of patients starting treatment (Table 11).

Table 16. The number of adult clients leaving alcohol treatment in 2012/13 and 2013/14 in Shropshire and England

Year	Shropshire	National
2012-13	394	69,989
2013-14	555	74,239

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2012/13 and 2013/14, Public Health England

Individuals leaving alcohol treatment successfully as a proportion of all exits

Table 17 shows the proportion of adult clients who left treatment successfully out of the total number of treatment exits in 2012/13 and 2013/14. In order for a client to leave treatment successfully, their recorded discharge reason will be a planned discharge where they are either alcohol free or discharged as an occasional user.

In Shropshire the proportion of successful exits increased from 49% in 2012/13 to 73% in 2013/14, this is in contrast to the national picture where the proportion of successful exits dropped form 63% in 2012/13 to 59% in 2013/14.

Table 17. The proportion of adult clients who left alcohol treatment successfully out of the total number of treatment exits in 2012/13 and 2013/14 in Shropshire and England

Year	Shropshire	National
2012-13	49%	63%
2013-14	73%	59%

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2012/13 and 2013/14, Public Health England

Individuals leaving alcohol treatment successfully (between 1st Jan and 31st Dec) and not returning within 6 months

Table 18 shows the proportion of adult clients who left treatment successfully over the period of one calendar year (either 2012 or 2013) and did not return within six months of leaving treatment. This data is offset by six months in comparison to previous treatment data which covered the financial year 2013/14. This is done to allow for the six month window for clients to re-present.

In Shropshire the proportion of clients who left treatment successfully and did not return within six months increased from 30% in 2012 to 45% in 2013, this is compared to the national figure which has remained static at 36% for both years.

Table 18. The proportion of adult clients who left treatment successfully and did not return within six months (between 1st Jan and 31st Feb) in 2012 and 2013 in Shropshire and England

Year	Shropshire	National
2012	30%	36%
2013	45%	36%

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2012/13 and 2013/14, Public Health England

Summary Points

- 13.89% of the population in Shropshire are estimated to abstain from drinking.
- Shropshire is estimated to have the second highest prevalence of individuals engaging in increasing and higher risk drinking out of all the local authorities in the West Midlands region.
- There are an estimated 57,681 increasing and higher risk drinkers in the County which amounts to an estimated prevalence of 23.9% (95% CI: 23.7%-24.1%).
- This estimated prevalence is significantly higher than that of the prevalence for the whole West Midlands region.
- The estimated proportion of binge drinkers in Shropshire is 20% or one in five individuals aged over 16 years.
- In 2012/13, in Shropshire, there were 568.5 admission episodes to hospital for alcohol related conditions per 100,000 of the population; this is measured as lower than the national rate.
- In Shropshire, the number of months lost due to alcohol in 2010 - 2012 is 12.19 months for males and 5.71 months for females.
- In 2013/14 there were 841 adult clients (aged 18 – 99 years of age) in alcohol treatment in Shropshire.
- In 2013/14, 662 individuals started treatment for alcohol in Shropshire, up from 413 the previous year. Nearly four fifths (79%) of those in treatment in 2013/14 started their treatment that year.
- In Shropshire, self-referral was the most common source by which clients entered alcohol treatment. This accounted for 31% of all referrals in 2013/14.
- Nearly a fifth or 17% of females and 16% of males in treatment in Shropshire are 60+ years old this is compared with 9% of females and 8% of males in treatment in England.
- Over a quarter of adults (26%) in alcohol treatment in Shropshire have a chid living with them at least some of the time.
- The majority, 40%, of adults who are in treatment for alcohol in Shropshire in 2013/14 are not a parent and have no child contact.
- In Shropshire, 84% of new clients in 2013/14 had no housing problem at start of treatment; however, 2% of new clients had an urgent housing problem with not fixed abode. In real terms this amounts to 15 clients.

- Unemployed and economically inactive clients form the largest proportion, 42%, of clients who started treatment in Shropshire in 2013/14.
- In Shropshire in 2013/14, the most common additional substance to be used by adults in treatment was cannabis with 7% citing its use in addition to alcohol.
- Half (50%) of all the clients leaving alcohol treatment in Shropshire in 2013/14 were in treatment for less than 3 months and a just over a further quarter (27%) were in treatment for between three and six months.
- The number of clients leaving treatment in Shropshire rose from 394 in 2012/13 to 555 in 2013/14.
- In Shropshire the proportion of exits that were successful increased from 49% in 2012/13 to 73% in 2013/14.
- In Shropshire, the proportion of clients who left treatment successfully and did not return within six months increased from 30% in 2012 to 45% in 2013.

Young People in Specialist Substance Misuse Services in Shropshire.

Numbers in Treatment

Table 19 shows that in 2013/14 there were 92 young people, under the age of 18, in specialist substance misuse services within the community in Shropshire. This number has fallen from 113 in the previous year. The number of young people in England also dropped from 20,042 in 2012/13 to 19,126 in 2013/14.

This number does not include young people under the age of 18 who are receiving treatment from specialist substance misuse services and are in the secure estate which includes young offender institutions, secure training centres and secure children's homes. In 2013-14 there were less than five young people who were under the age of 18 and in specialist services who were within the secure estate.

Table 19. The number of young people (under the age of 18 years) in specialist substance misuse services in Shropshire and England over a three year period from 2011-12 to 2013-14

Year	Shropshire	England
2011-2012	110	20,688
2012-2013	113	20,042
2013-2014	92	19,126

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Referrals into Treatment

Table 20 shows the proportion of treatment episodes in 2013/14 from each of their referral sources for clients under 18 years of age. In Shropshire, the most common source by which clients were referred into treatment was themselves or by their family and friends. This accounted for 33% of all treatment episodes. The second most common referral source was from Youth Justice with 18% of treatment episodes being referred from there.

The picture for England as a whole is slightly different from the Shropshire picture. The most common source of referral in England was from Youth Justice at 31% of referrals and the second most common source of referral was from Educational Services with one quarter of all referrals. Referrals from self, family and friends were third equal with referrals from children and family services.

Table 20. Referral source as a proportion of all treatment episodes in Shropshire and England in 2013/14 (for clients under 18 years of age).

Referral Source	Shropshire	England
	% of all treatment episodes	% of all treatment episodes
Self, Family, Friends	33%	11%
Youth Justice	18%	31%
Education Services	14%	25%
Children and Family Services	13%	11%
Other substance misuse services	12%	10%
Health and Mental Health services	7%	7%

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Referrals for those 18 years and older into the Young Peoples Substance Misuse Team (YPSMT)

Referrals from each referral source were calculated as a proportion of the total referrals into treatment in 2013/14. There were a total of 9 referrals into YPSMT for clients aged 18 years and older and because of very small numbers (<5) in specific categories these findings are not presented here.

However, the most common referral source as a proportion of all referrals into treatment in Shropshire in 2013/14 for clients 18 years and older was self-referral, and tied equally for the second most common source of referral were Children and Family Services and Education Services.

Source: Young Persons Substance Misuse Team, Crown House Shropshire, 2012/13 and 2013/14 NDTMS yearly treatment data set.

Age of Young People in Treatment

Table 21 shows the proportion of clients in treatment who were aged 13-17 years and the proportion who were 18 years and older. These proportions have largely remained the same over the last two treatment years (2012/13 and 2013/14). In 2013/14, 71.2% of those in treatment were aged 13-17 and 28.6% were aged 18 years and older.

Table 21. Proportion of young people in treatment with YPSMT in Shropshire in 2012/13 and 2013/14 by age group

Year	Age Group	
	13-17 %	18+ %
2012/13	72.0	28.0
2013/14	71.4	28.6

Source: Young Persons Substance Misuse Team, Crown House Shropshire, 2012/13 and 2013/14 NDTMS yearly treatment data set.

Among those in treatment between the ages of 13 and 17 years 47.1% were female and 52.9% were male. There is a slightly higher percentage of males among those service users who were 18 years and older, for that age group 64.7% were male and 35.3% were female (Table 22).

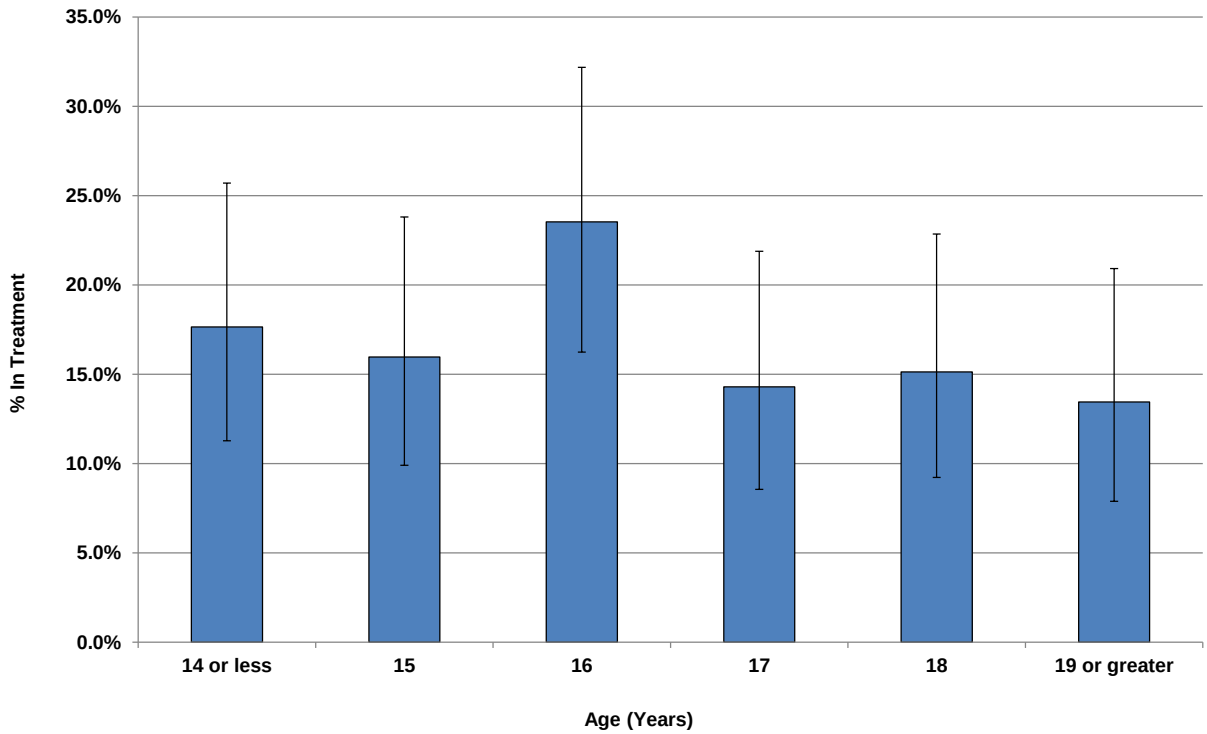
Table 22. Proportion of young people in treatment with YPSMT in Shropshire in 2013/14 by age group and gender

	Female	Male
Age Group	%	%
13-17	47.1	52.9
18+	35.3	64.7

Source: Young Persons Substance Misuse Team, Crown House Shropshire, 2012/13 and 2013/14 NDTMS yearly treatment data set.

Figure 21 shows the age distribution of all those in treatment with the Young Person Substance Misuse Team in Shropshire in 2013/14. The largest proportion of clients, with just under one quarter (23.5%) were aged 16 years. Those aged 14 or less and those age 19 or greater were grouped together. Apart from 16 year olds, the remainder of the ages appear to be fairly evenly distributed with similar proportions for each age.

Figure 21. Age distribution of clients in treatment with the young person substance misuse team in Shropshire in 2013/14



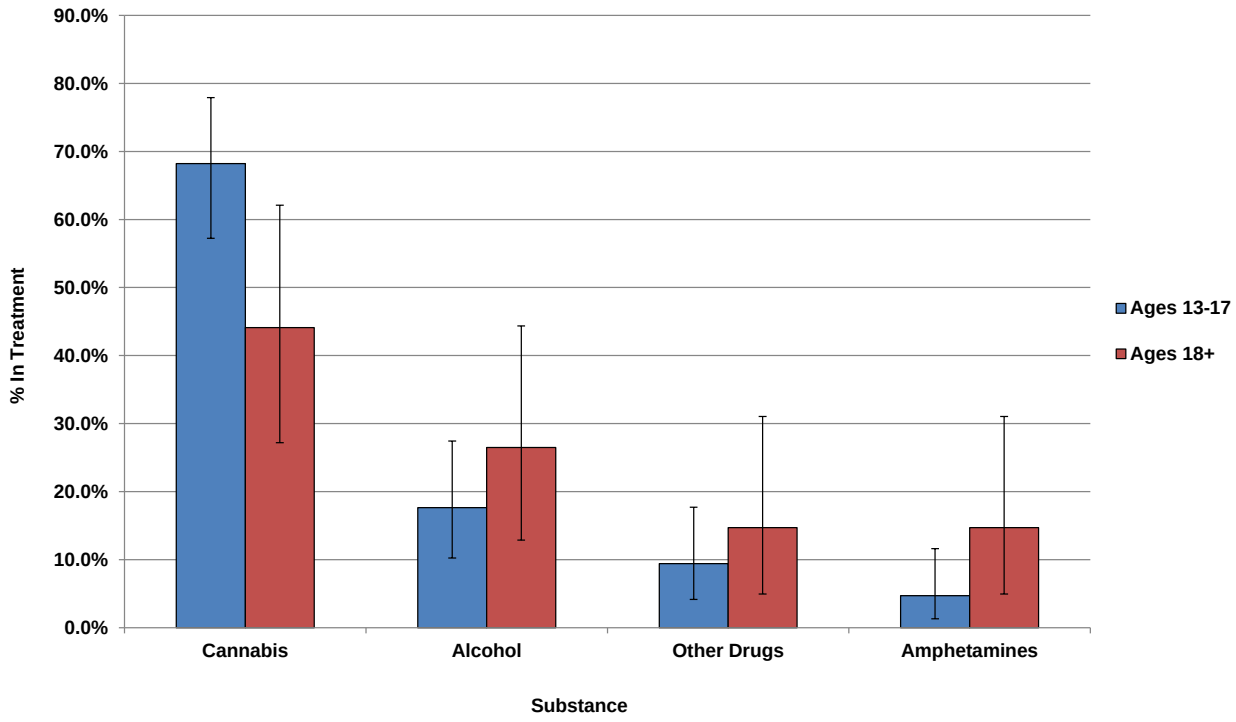
Source: Young Persons Substance Misuse Team, Crown House Shropshire, 2012/13 and 2013/14 NDTMS yearly treatment data set.

Main Problem Substance

Figure 22 shows the substances clients cited as their main problem substance for which they were seeking treatment with YPSMT in Shropshire in 2013/14. The proportions of clients citing different substances are shown in two separate age groups, 13- 17 year olds and those clients 18 years and older. For those aged between 13 and 17 years, cannabis was the most common substance cited with 68.2% and alcohol was the second most common with less than 20% of clients citing it as their main problem substance. For clients who were 18 years old and over cannabis remains the most common main substance (44.1%). Alcohol is the second most common main substance with just over a quarter of clients citing it (26.5%).

The "other drugs" category includes cocaine, crack, ecstasy, hallucinogens, heroin, novel psychoactive substances, and solvents as well as other less common drugs. The exact number of clients in each age group using these specific drugs has not been presented because they were too small.

Figure 22. Proportion of clients in treatment with YPSMT in 2013/14 showing main substance by age group



Source: Young Persons Substance Misuse Team, Crown House Shropshire, 2012/13 and 2013/14 NDTMS yearly treatment data set.

Length of Time Spent in Treatment

Table 23 shows the proportion of young people in treatment in Shropshire and the length of time they spent in treatment. The largest proportion 37% were in treatment for between 0 and 12 weeks, one third (33%) was in treatment for between 13 to 26 weeks. Ten percent were in treatment for more than a year (longer than 52 weeks) this is compared with 7% of young people in treatment in England.

Table 23. Proportion of young people in treatment in 2013-14 by the length of time they spent in treatment in weeks in Shropshire and England.

Length of Time in Treatment (weeks)	Shropshire	England
	%	%
0 to 12 weeks	37%	43%
13 to 26 weeks	33%	31%
27 to 52 weeks	20%	19%
Longer than 52 weeks	10%	7%

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Discharges and Planned Exits from Treatment in the YPSMT

Table 24 shows the proportion of young people who have left treatment in a planned way as a percentage of all exits from treatment in a given treatment year for the past three years. A planned exit is defined as a client who has been discharged from treatment with a discharge reason of "treatment completed".

The proportion of planned exits in Shropshire has remained fairly consistent since 2011/12 only decreasing by 2% over the course of the two year period. The rate has also remained close to the national rate for planned exits over the three year period.

Table 24. The proportion of young people who have left treatment successfully over the last three years (2011/12 to 2013/14) in Shropshire and England.

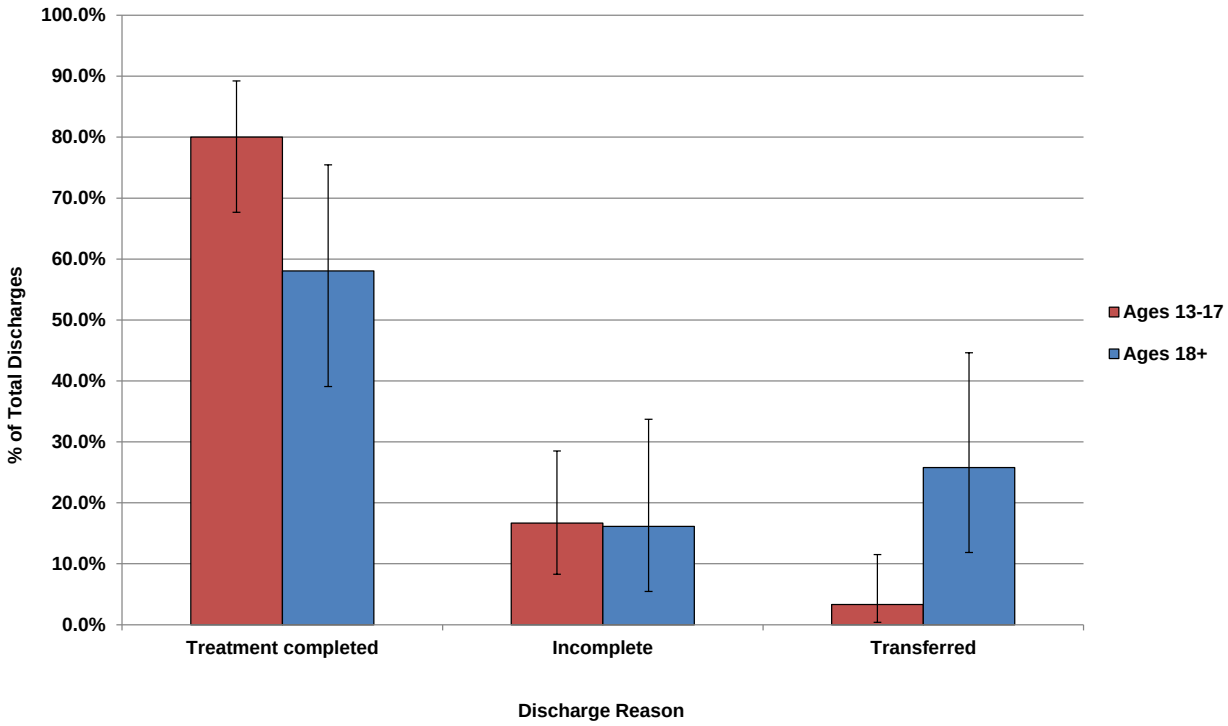
Year	Shropshire	National
2011/12	78%	77%
2012-13	77%	79%
2013-14	76%	79%

Source: Joint Strategic Needs Assessment Support Pack for Alcohol and Drugs in Shropshire 2013/14, Public Health England

Figure 23 shows the proportion of total discharges from treatment in 2013/14 by discharge reason and by age group. For those clients who were aged 13-17 years old 80% of discharges were because the clients had completed their treatment. Less than one fifth (16.7%) were discharged with incomplete treatment and less than 5% were transferred. For clients aged 18 years and older, 58% were discharged having completed their treatment, 16% were discharged with incomplete treatment and a just over a quarter (25.8%) were discharged by being transferred.

If a client completes their treatment they can either be classed as alcohol-free, drug-free or an occasional user. A client who has been recorded as having incomplete treatment might have dropped out of treatment or been retained in custody. Transferred clients can include those who have made the transition to adult substance misuse service or to another treatment service.

Figure 23 Proportion of clients discharged from treatment in Shropshire in 2013/14 by discharge reason and age group



Source: Young Persons Substance Misuse Team, Crown House Shropshire, 2012/13 and 2013/14 NDTMS yearly treatment data set.

Summary Points

- In 2013/14 there were 92 young people, under the age of 18, in specialist substance misuse services within the community in Shropshire.
- Self-referral or referral by family and/or friends was the most common source by which clients were referred into treatment. This accounted for 33% of all treatment episodes in 2013/14.
- In 2013/14, 71.2% of those in treatment were aged 13-17 and 28.6% were aged 18 years and older.
- Among those in treatment between the ages of 13 and 17 years 47.1% were female and 52.9% were male.
- The largest proportion of clients, with just under one quarter (23.5%) were aged 16 years.
- For those aged between 13 and 17 years, cannabis was the most common substance cited with 68.2% and alcohol was the second most common with 20.2% of clients citing it as their main problem substance.
- For clients who were 18 years old and over cannabis remains the most common main substance cited (44.1%). Alcohol is the second most common main substance with just over a quarter of clients citing it (26.5%).
- In 2013/14, 37% of young people were in treatment for between 0 and 12 weeks

- of the two year period. The rate has also remained close to the national rate for planned exits over the three year period.
- The proportion of planned exits in Shropshire has remained fairly consistent since 2011/12. In 2013/14 76% of clients who were discharged from treatment left treatment on a planned exit.

Outcomes Framework for drug and alcohol recovery services

	Performance Indicator	Reporting Measure	Data Source	Target or Report only	Target	Baseline Qtr 4 2013/2014 % (No.)	2014/2015	Qtr1 2015/2016	Qtr2 2015/2016	Qtr3 2015/2016	Qtr 4 2015/2016	Qtr1 2016/2017	Qtr2 2016/2017	Qtr3 2016/2017	Qtr 4 2016/2017	Qtr1 2017/2018	Qtr2 2017/2018	Qtr3 2017/2018	Qtr4 2017/2018
Freedom from dependence																			
1	Increase the number of people who successfully complete treatment and sustain it	% Successful completion as a proportion of all in treatment opiate	DOMES	Target	TBA														
2		% Successful completion as a proportion of all in treatment non-opiate	DOMES	Target	TBA														
3		% Successful completions as a proportion of all in treatment alcohol	DOMES	Target	TBA														
4		% Successful completions as a proportion of all in treatment alcohol and non-opiate	DOMES	Target	TBA														
5		% who successfully complete and represent within 6 months - opiate	DOMES	Target	TBA														
6		% who successfully complete and represent within 6 months - non-opiate	DOMES	Target	TBA														
7		% who successfully complete and represent within 6 months - alcohol	DOMES	Target	TBA														
8		Proportion of all in treatment, who successfully completed and did not represent within 6 months - opiates (PHOF 2.15 i/ii)	DOMES	Target	TBA														
9		Proportionate od all in treatment, who successfully completed treatment and did not represent within 6 months - non opiate (PHOF 2.15 i/ii)	DOMES	Target	TBA														
10	Acess to services	% of clients waiting three weeks or more to start first intervention- opiates	DOMES	Target	1%														
11		% of clients waiting three weeks or more to start treatment - non-opiates	DOMES	Target	1%														
12		% of clients waiting three weeks or more to start treatment alcohol	DOMES	Target	2%														
13		% of clients in effective treatment - opiates	DOMES	Target	95%														
14		% of clients in effective treatment -non opiates	DOMES	Target	85%														
15		% of clients in effective treatment -alcohol and non-opiate	DOMES	Target	95%														
16		% of service users in treatment offered mutual aid (all)	Local	Report only	100%														

		% of service users actively engaged in mutual aid (all)	NDTMS	Target	TBA														
17		Number of Clinics operating Out of Hours	Local	Target	TBA														
Prevention of drug related deaths and blood borne viruses																			
18		% Return from needle exchange	Local	Target	80%														
19		% of eligibile new presentations who are offered HBV vaccination	Local	Target	100%														
20		Clients with no record of completing a course of HBV vaccinations as a proportion of eligible clients in treatment	DOMES	Target	TBA														
21		Clients with no record of HCV test of all eligible clients in treatment	DOMES	Target	TBA														
22		Clients with no record of HCV test of all eligible clients in treatment (new presentations latest 12 months)	DOMES	Target	TBA														
23		Increase the number of injecting drug users who have stopped injecting at six month review	TOPS Item	Target	TBA														
Reduced Crime and Offending																			
24	Reduce crime and offending	% of successful completions as a proportion of criminal justice clients in treatment -opiates	DOMES	Target	TBA	8%													
25		% of successful completions as a proportion of criminal justice clients in treatment -non-opiates	DOMES	Target	TBA	47%													
26		% of successful completions as a proportion of criminal justice clients in treatment -alcohol	DOMES	Target	TBA														
27		% Representation Rates from successful completions within 6 months (opiates)	DOMES	Target	TBA														
28		% picked up within 21 days from prison treatment to criminal justice treatment	DOMES	Target	TBA														
29		No of Drug Rehabilitaton Requirements (DRRS) commenced	Local	Target	TBC														
30		No of DRRs successfuly completed	Local	Target	TBC														
31		No. of Alcohol Treatment (ATRs) requirements commenced	Local	Target	TBC														
32		No of ATRs successfully completed	Local	Target	TBC														
33		Proportion of service users identified through the criminal just system	DOMES	Report only															

34		% of clients who stopped shoplifting at first review	TOPS Item	Target	TBA														
Sustained employment and ability to access and sustain suitable accommodation																			
35	To support drug and alcohol service users to become work ready and capable of sustaining employment	% of service users with employment/benefit status recorded at first presentation	Local	Target	100%														
36		% of service users with benefit status recorded who agree to disclosure with JCP.	Local	Target	TBA														
37		% of clients who enter formal job training and support through the work programme	Local	Target	TBA														
38		% of service users reported working 10 days or more at TOP exit.	TOPS Item	Report only															
39	To maintain suitable accommodation and provide support to housing services	% of service users with accommodation status recorded at first presentation	Local	Target	100%														
40		% of service users with planned exit in stable/suitable accommodation	DOMES	Target	TBA														
Improvement in mental and physical health and well being																			
47	Quality of Life improvement	Improvement in quality of life score as a function of change at 6 month review (opiate)	RDT	TBA	TBA														
48		Improvement in quality of life score as a function of change at six month review (non-opiate)	RDT	TBA	TBA														
49		Improvement in quality of life score as a function of change at six month review (alcohol)	RDT	TBA	TBA														
50		No of people identified with dual diagnosis in treatment system	DOMES /Local	Report only															
51		No. of people identified with dual diagnosis appropriately supported by MH services	Local	Report only															
Improved relationships with Family																			
52	Improve support to family members affected by drug or alcohol use	Increase number of family members affected by drug or alcohol use who receive assessment under provisions of the Care Act	Local	Target	TBA														
53		No. of people identified identified under the Care Act who receive appropriate support	Local To be negogiated	Target	TBA														
The Capacity to be an effective Parent																			
54		Parental status recorded at treatment commencement (opiates)	DOMES	Target	80%														

55	Promote safeguarding to reduce the impact of parental drug and alcohol use on children and young people	Parental status recorded at treatment commencement (non opiates)	DOMES	Target	80%														
56		Parental status recorded at treatment commencement (alcohol)	DOMES	Target	80%														
57		Proportion of those with parental status already known to Children's services (new presentations)	Local	Report only															
58		Parental status disclosed screened using Hidden Harm tool	Local	Target	100%														
59		No of Referrasl to CYP Services	Local	Report only															
60		No of service users with parental responsibility accessing parent support programmes (Opiates)	Local	Target	TBA														
61		No of service users with parental responsibility accessing parent support programmes (Non-opiates)	Local	Target	TBA														
62		No of service users with parental responsibility accessing parent support programes (Alcohol)	Local	Target	TBA														
63		No of service users known to Child Protection Services on referral	Local	Report only															
64		% of planned exits of those known to treatment with parental status (Opiates)	Local	Target	TBA														
65		% of planned exits of those known to treatment with parental status (non-opiates)	Local	Target	TBA														
66		% of planned exits of those known to treatment with parental status (alcohol)	Local	Target	TBA														
Young People																			
67	Preventing the escalation of use and harm	% of young people with planned exit	NDTMS	Target	80%														
68		% of young people with planned exit who represent	NDTMS	Target	TBA														
69		% of young people with planned exit transferred to Early help for ongoing support	Local	TBA	TBA														
70		Substance misuse advice and information provided to other professionals	Local	Report only															

Safer Shropshire Partnership
www.shropshire.gov.uk

Meeting the needs of children and young people affected by Parental drug/alcohol misuse.

A Joint Working Protocol between Substance Misuse Services and Children and Family Services

March 2015

Contents

Joint Local Protocol between Drug and Alcohol Partnership and Children and Family Services

1 Background

1.1 In June 2003 the Advisory Council on the Misuse of Drugs published its report '*Hidden Harm: responding to the needs of children and young people of problematic drug users'*. The report estimated between 250,000 and 350,000 children lived in households with problematic drug use, approximately 1 child for every problem drug user, and a further 1.3 million children were living in households where alcohol was misused. The report concluded :

- Parental drug use causes serious harm to every child at every age from conception to adulthood.
- Reducing the harm to children from parental problem drug use should become the main objective of policy and practice.
- Effective treatment of the parent can have major benefits for the child.
- By working together, services can take practical steps to protect and improve the health and wellbeing of the child/children affected;
- The number of affected children is only likely to decrease when the number of problem drug users decreases.

1.2 The impact of parental drug and alcohol misuse on children and young people is well documented. Research suggests alcohol is a factor in 33% of child protection cases and drug and alcohol misuse is evident in 70% of care proceedings cases nationally. In 2009 the DCSF reported in their *Biannual Analysis of Serious Case Reviews 2005-2007* that substance misuse featured in 25% of all reviews. Many of the families involved were already known to children's social care but were in denial regarding their substance use.

1.3 Working Together to Safeguard Children 2013 puts a duty on all staff with children and families to ensure they receive the right help and support at the right time to reduce the risk of harm. This is defined as:

- Protecting children from maltreatment;
- Preventing impairment of children's health and development;
- Ensuring children grow up in circumstances consistent with the provision of safe and effective care;
- Taking action to enable all children to have the best outcomes.

1.4 Supporting and managing the needs of families affected by parental drug or alcohol misuse through an agreed joint process is well established and has become even more important with the implementation of the Children and Families Act 2014. Two key elements of the Act are particularly pertinent to how services support families

affected by drug and alcohol misuse. The first is the expectation that adult services should consider the needs of children and young people in a family when reviewing adult support particularly in respect of any caring roles they may have adopted. Secondly, the Act requires local authorities to reduce delay in care proceedings by imposing a maximum 26 week time limit. Given the impact parental substance misuse can have on family functioning it is important services work together to achieve the best outcomes for the child.

1.4 This joint working protocol sets out the local framework for the management of parental substance misuse to improve outcomes for both children and families. It builds on the joint working that already exists between children/family and substance misuse services consolidating relationship and ensures consistency across the county.

2 Outcomes

2.1 Implementation of this protocol will support the following outcomes:

(a) Improved outcomes for children and young people of substance misusing parents or carers;
(b) Improved treatment outcomes for parents engaged in drug and alcohol treatment services.
(c) Improved joint working between adult treatment services and children /family services, to provide an integrated approach to ensure their functions are discharged having regard to the need to safeguard and promote the welfare of the child;
(d) Improved identification and support for children and young people who are undertaking caring roles for their parents and siblings.

3 Key Principles

3.1 Misuse of drugs and /or alcohol by a parent or carer does not automatically indicate that children are at risk of abuse or neglect. However, it is essential that all frontline staff involved with a family properly assess the impact of any substance use on the care and development of the child.

3.2 In general, information sharing with consent will be common practice to reduce risks and ensure the right help and support is available at the right time. If there is a significant risk of harm there is a statutory responsibility to share information appropriately without consent, although it is still good practice to inform the parent of the referral. The impact of parental substance misuse on children can be greatly reduced where information is shared and acted upon across the agencies involved with the family at any level.

3.3 Where the parents/carer's ability to provide adequate care to the child is compromised due to their substance misuse, then the child's needs must be seen as paramount. Under these circumstances the parent/carer's have the right to support to enable them to fulfill their parental responsibilities.

3.4 Often adults who misuse substances face multiple problems, including homelessness, poor or inappropriate accommodation, financial difficulties, difficult or damaging relationships, lack of effective support mechanisms, issues relating to criminal activity and poor physical and /or mental health. It is therefore important any substance misuse by parents and/or carer's is viewed in the context of family functioning, and not purely as a predictor or indicator of child abuse and neglect.

3.5 It is well recognised in substance misuse research the therapeutic relationship between drug worker and service user is a key predictor in the successful completion of treatment. Whilst the child's needs are paramount, every effort should be made to maintain engagement of the parent/carers in treatment and to support them to be effective parents and carers.

Strategic Arrangements

4.1 This protocol forms part of a suite of tools that have been developed to support the safeguarding of children and young people within Shropshire. Governance of this protocol is through the Shropshire Safeguarding Children's Board (SSCB).

5 Information Sharing

5.1 The sharing of relevant information between adult substance misuse services and children and families services is essential if the ambition of this protocol is to be achieved.

5.2 Confidentiality is an important factor in enabling service users to engage openly and honestly with treatment services and support successful recovery. All agencies should respect the need for organisations and professionals to protect their relationship with their client and support this requirement as far as possible. However, sometimes information will need to be shared with other professionals to ensure the family receives appropriate help and support to meet identified needs. The role of the worker is to reassure the service user of the gains and benefits to the family that can be made by sharing information with other services.

5.3 It is important that people remain confident about how agencies manage their personal information and why the information is being shared. Information sharing and confidentiality should be discussed at the start of the assessment process and consent to share information with a range of agencies should be sought. Only under the conditions of where the child is at significant risk of harm (see 5.4 below) is consent not necessary; and even then it is good practice to discuss reasons for the referral with the service user and record the decision on the case file (see Appendix A for more information on when to share).

5.4 Information can be legally shared without consent, if the reasons meet the following criteria:

- There is a risk of significant harm to a child. Under S47 of the Children's Act 1989 there is a statutory duty placed on all agencies to share information. The welfare of

the child is paramount and any delay in the sharing of information can heighten risk and be harmful.

- If child protection services make enquiries about drug or /and alcohol misuse by parents as part of section 47 enquiries, or if the child is subject to a child protection plan, there is a statutory duty to share information with child protection services. Client consent is not required to do this but it is good practice to inform service users about the reasons for sharing this information, unless you believe this will put the child at increased risk.

5.5 Section 11 of the Children's Act 2004 places a statutory duty on a range of agencies, including children's and adult services which come in contact with children, their parents and family members, to make arrangements to ensure their functions are discharged having regard to the need to safeguard and promote the welfare of children.

5.6 Further guidance can be found in the Safeguarding Procedures which are available at **www.safeguardingshropshireschildren.org.uk.**

6. Identifying the needs of children and their parents or carer's who misuse substances.

6.1 Parents and /or carer's who misuse substances may have difficulties meeting the needs of their children and fulfilling their parental responsibilities. This protocol acknowledges that children living in these circumstances may have additional needs and require support provided by a range of services from universal and early intervention services to specialist services for those with more complex or acute needs.

6.2 All agencies are responsible for identifying families where substance use is impacting on parenting capacity and additional support is needed. Whilst accessing treatment may be a positive step for the parent, it may have a negative impact on the child/children. For a child it may mean taking on more responsibilities for their parent(s) both practically and emotionally. Any changes in the family circumstances should be reviewed and any necessary action taken if the changes are impacting on the health and wellbeing of the child/children whether it is substance misuse related or not.

6.3 Where there are concerns of safeguarding the local safeguarding procedure should be followed **www.safeguardingshropshireschildren.org.uk.**

7. Referrals to Children and Family Services from Substance Misuse Services

7.1 On each new presentation to substance misuse services a comprehensive assessment should be undertaken of the service users' needs. This assessment should also ascertain whether the person has any caring/parental responsibilities for a child under 18. The procedure illustrated in the flow diagram in Appendix B should

be followed for all new treatment episodes, including referrals from Children and Family Services, and on each Treatment Outcome Profile (TOP) review where children are present within the home.

7.2 When the service user discloses they have parental/ carer responsibilities, details of the child/children under their care should be taken and noted on the assessment (as described in Appendix B). This information is discussed within each worker's supervision and each supervisor will keep a log of all cases where there are children present within the family home. All information should be passed to the Safeguarding Lead within the team who will update the Safeguarding Log. If the service user does not have children of their own but lives with someone else's children, the same process should be followed in relation to the child/children. Information regarding confidentiality and information sharing should be discussed at the start of the assessment and at each review and consent should be sought.

7.3 If the service user does not have child/children of their own it should be ascertained if they or their partner is, or could be pregnant. Where a pregnancy is identified this should be discussed with a senior practitioner and a possible referral to the initial contact team. A consultation with the vulnerable women's group should also be sought to ensure care packages are robust.

7.4 Once it has been established that a child/children are living in the same home as the service user appropriate harm reduction information should be supplied. As a minimum standard this should include information on how behaviours associated with substance misuse may have a detrimental effect on the welfare of their child/children and advice on keeping medicines and other substances safe.

7.5 If the service user discloses children and /or family services are already involved with the family, the drug worker, with consent, should contact the lead child professional. Where appropriate a discussion between the lead child professional and the drug worker should take place and consideration given to further assessment and home visit if required in order to determine the recovery care plan and support needs of the family. The senior practitioner for each area should be kept informed communicating all activity to the Safeguarding Lead who should update Log accordingly.

7.6 Where there is no current involvement from other services it is the responsibility of the substance misuse service to assess the level of drug and/or alcohol use and associated behaviours and its impact on parenting. The Substance Misuse Family Matrix (see Appendix C) should be used to ascertain levels of risk and resilience. Once completed discuss with the Safeguarding Lead senior practitioner for your area the most appropriate course of action based on the needs identified and the assessed risk. Consider the range of services on offer that can support both the family and children/child and make an appropriate referral with consent to Early Help.

7.7 Where no immediate needs are identified take no further action and note this on the case records detailing decisions taken. Any significant changes within the family circumstance should be considered and its impact on the health and wellbeing of the child whether substance use related or not assessed. It should be noted due to the

complexity of substance misuse national guidance anticipates the majority of parents presenting to substance misuse services will have some form of parenting support needs.

7.8 If the child/children are assessed at risk of significant harm Safeguarding Procedures must always be followed and a referral made directly to Children's Social Care via the Customer Services Centre on 0345 678 9021 and specify you want to make a 'child protection referral. Further guidance can be found in the Safeguarding Procedures which are available at **www.safeguardingshropshireschildren.org.uk**

7.9 If there is no immediate risk to the child but advice on the child or family circumstance and support available can be gained by contacting COMPASS on 0345 678 9021.

8 Referrals to Drug and Alcohol Treatment Services

8.1 When any agency or practitioner involved with supporting a child, identifies issues relating to substance misuse within the family they should be considered and explored.

8.2 The key consideration for the children/family worker is the impact the parents/carers substance misuse may be having on their parenting capacity. The Substance Misuse Family Matrix (see Appendix C), should be used to ascertain levels of risk and resilience. If drug and alcohol use is affecting parenting capacity and the parent consents to treatment the practitioner should support a referral to the Community Substance Misuse Team through the Safeguarding Lead (see appendix D)

8.3 Where the parent discloses use the practitioner should ascertain the level of use including frequency, age of first use and route of administration, quantity and patterns of use. Where consent has been granted this information should be passed to the Duty Worker Safeguarding Lead within the substance misuse service to support the assessment.

8.4 Referrals from children's services should be treated as a priority. If the parent does not attend the agreed assessment appointment the children's practitioner should be informed within **24 hours** in case further urgent action is required from the child's/children's perspective. The welfare of the child is paramount in all situations and any delay in the process could be harmful to the child.

8.5 On completion of the assessment by the adult substance misuse service, and if the parent is willing to engage in treatment, a treatment and recovery plan should be developed based on presenting needs and shared with children's practitioner with consent. The flow diagram in Appendix B illustrates the process.

8.6 Where parents do not wish to engage in treatment and their drug or alcohol use is not having a detrimental impact on family functioning this should be recorded on the case notes of the child and monitored by the children's services. The impact of drug or alcohol use should be reassessed with any change in family functioning. It is the

duty of all frontline staff to active engagement with any support services that will benefit the family.

9 Joint Working and Case Management

9.1 The principal of this joint working protocol is to ensure there is a holistic approach to support the family where drug and alcohol use is having a detrimental effect on parenting capacity and wider family functioning. Where a need has been identified the substance misuse service and the children/family service provider need to work together to maximise outcomes where consent has been gained to share information Where appropriate joint working should be undertaken to determine the recovery care plan and support needs of the family.

9.2 Substance misuse services can provide specialist input for assessments, including attendance at meetings, written information where appropriate and advice around drugs/alcohol, their effects and the local treatment services available.

9.3 Substance misuse services will provide specialist input to multi-agency review meetings as required and attend statutory childcare reviews, child protection case conferences and core group meetings through the key worker or safeguarding lead. Where a representative is not able to be present a comprehensive written report should be submitted to the lead professional to inform the decision making process.

10 Domestic Abuse

There is a strong association between domestic abuse and substance misuse. Domestic abuse increases the risk to children and raises child protection issues. As a matter of routine the presence of domestic abuse should be assessed and consideration given to the impact this is having on parenting capacity and the health and wellbeing of the child/children.

10.1 Prior to treatment the relationship between the substance misuse and the domestic abuse should be assessed and consideration given to whether the victim is likely to become more vulnerable during the treatment process.

10.2 Couples or family therapy is not constructive where domestic abuse is an issue however a family based therapeutic model for the children and non-abusing parent can still provide. Where screening has identified domestic abuse all practitioners should follow the local DV protocol.

10.3 Substance misuse may contribute or intensify domestic abuse within a relationship. It is therefore imperative that any substance misuse by parents and/or carer's is viewed in the context of family functioning, and not purely as a predictor or indicator of child abuse and neglect.

11. Young Carer's

11.1 Both children and adult services can be the first to be aware that a child/ young person is at risk of becoming a young carer. Practitioners should consider the impact of any agreed care plan on any children in the family and should revisit this as

treatment plans change. If you suspect or know a child or young person is carrying out responsibilities that are inappropriate to their age, regardless of their competency, discuss with the parent's and young person the support that is available for young carers'.

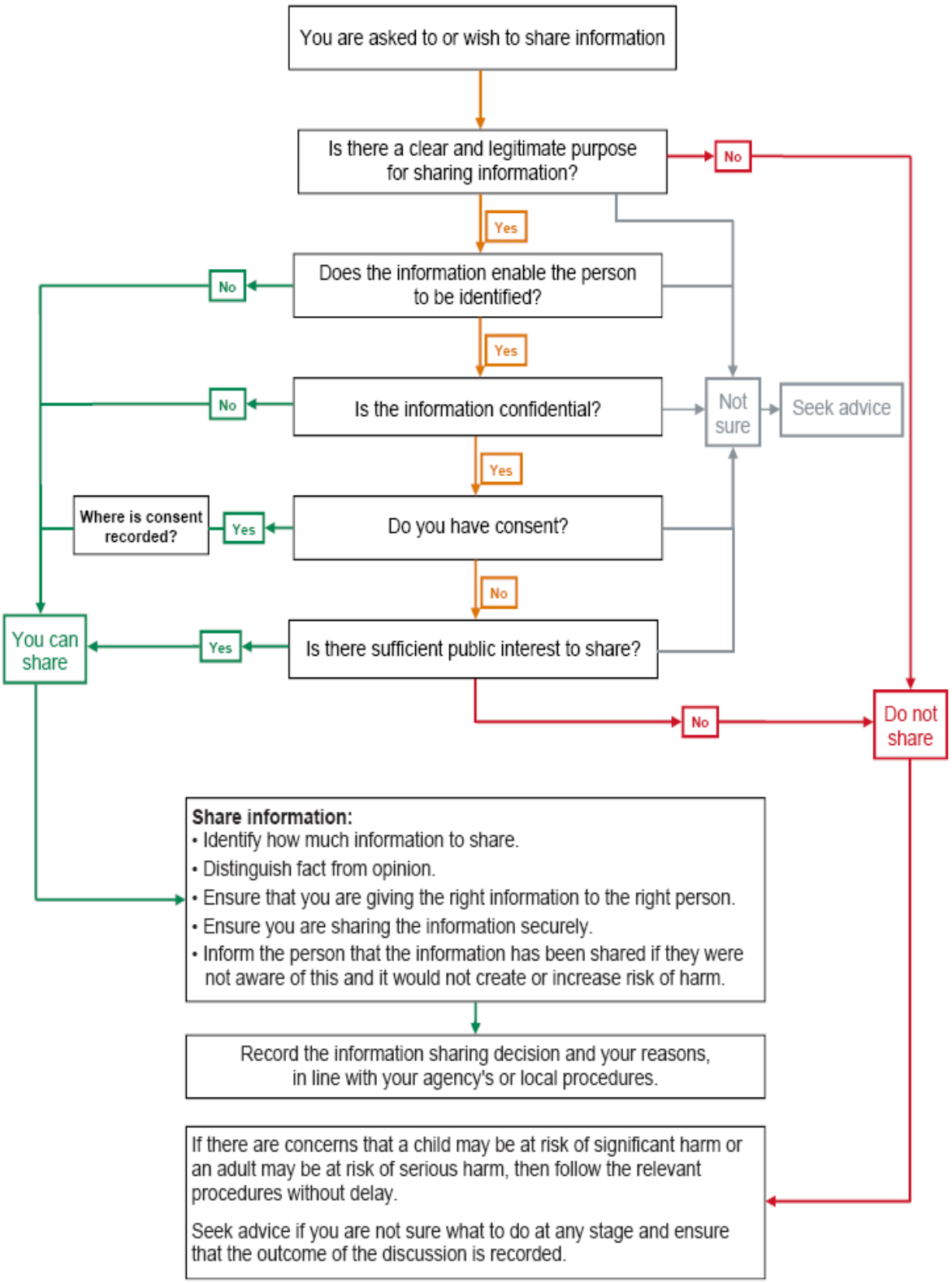
11.2 A young carer under 16 may request a carers' assessment (and this must be granted) whenever the person they care for is assessed or reassessed. The child/young person can also be offered an assessment under the Early Help Assessment to identify any additional support needs they may have.

12 Young People Misusing Substances

Substance misuse by young people whose parents have serious drug and alcohol problems becomes more likely as they grow older. Research has found that at around 11 - 12 years of age children start to understand their parent's substance misuse issues and become more cautious of exposing family life. Feelings of isolation and low self-esteem can result in young people participating in more risky behavior themselves including substance use. If substance misuse is identified within younger family members either by concerns raised by the parents, other family members or by the practitioner involved with the adult, the young people's substance misuse team should be consulted with. Where possible the practitioner should screen the young person using the young people's substance misuse screening tool and make the appropriate referral (see appendix E).

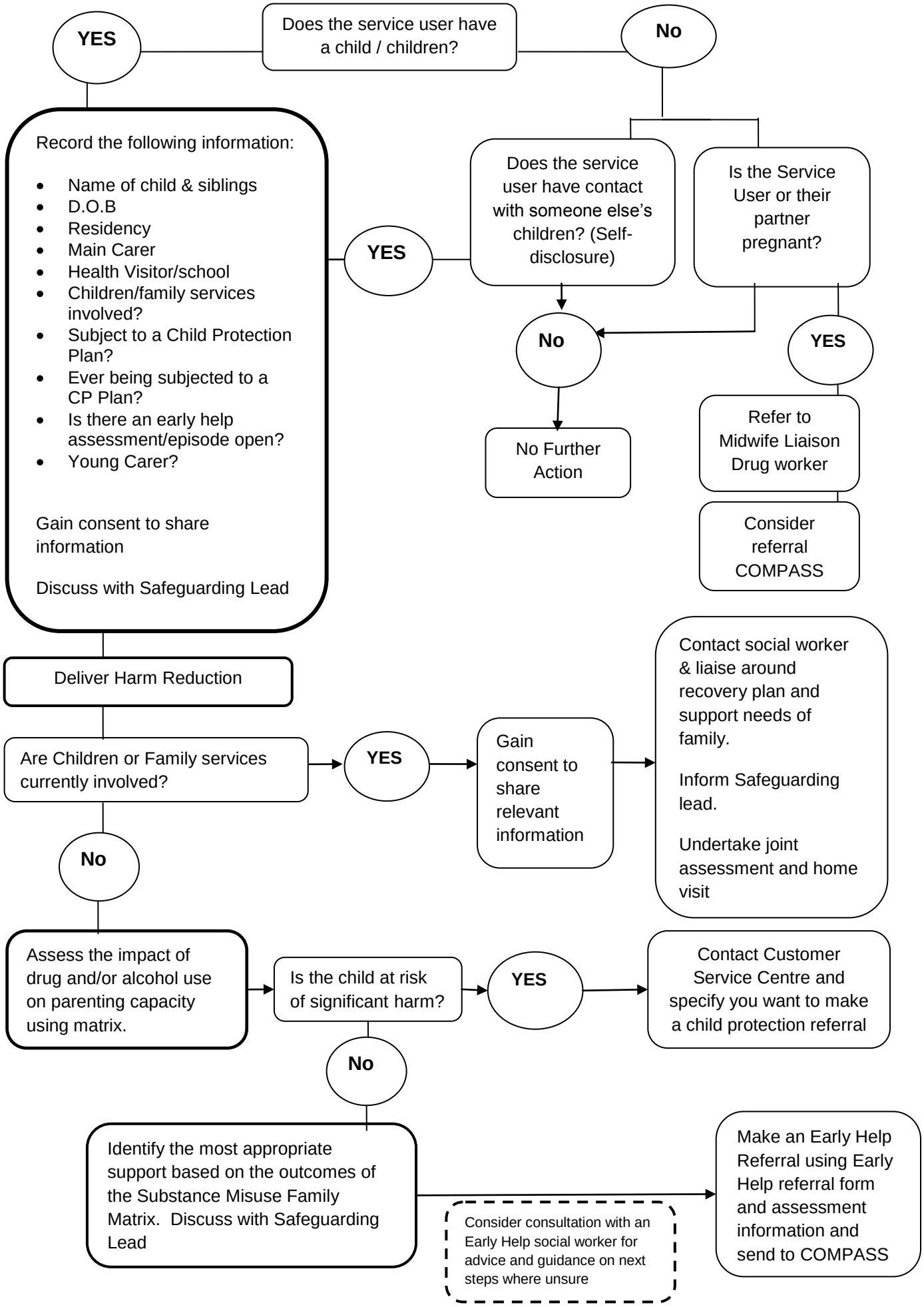
Appendix A

Flow Chart of Key Questions for Information Sharing



Information Sharing: Guidance for Practice and Mangers (DCSF 2008)

Appendix B: Identification of children and young people through Substance Misuse Route



Appendix C: Substance Misuse Family Matrix (Working with complex needs families Matrix © Adfam)

1. Each question in Part 1 and Part 2 should act as a prompt for exploration with the service user.

2. Total the number of scores at the bottom of each response column. This will show the clusters of high, medium and low risk, as well as mitigating signs of safety

Part 1
Impact of Substance Use

1. What is the usual impact of your substance misuse?	Insignificant alteration of mood or thought	Significant alteration of mood or thought	Awake but out of it/ "off your face"	Unconscious or asleep
Is there any change in the amount and frequency of your substance use?	Recent abstinence (Minimum of 2 weeks)	Decrease in either amount or frequency of alcohol use	Staying the same	Increase in the amount and frequency in previous months
What is your pattern of substance use?	Currently abstinent	Binge/chaotic use	Daily at specific times (i.e. evenings)	Daily and consistently
How do you ensure safe use?	All care always taken to ensure safety of self and others	Reasonable care taken	Generally careful but not always responsible	Use is risky or chaotic (i.e. drink/use with anyone, anywhere)
What is the usual context of your substance use?	Within safe limits	In presence of non-users	Concurrently with other users	Alone
How long have you been using substances?	Less than three months	Between three months and one year	Between one and two years	More than two years
How would you describe your relationship to substances?	Highly controlled	Copes with periods of abstinence	Completely dependent, afraid of running out or having nothing	Desperate – any substance, any way
ADD THE NUMBER OF MARKED SQUARES IN EACH COLUMN				

Part 2

How old is the youngest child for whom the parent/carer is responsible?	12 years or older	Between 4 and 12 years	Between birth and 4 years	Alert, pregnant or breastfeeding
Are there any additional needs/complications?	None	Minor disability or chronic illness in child or carer	Severe disability or chronic illness in child or carer	Mental illness or impaired cognitive functioning in carer
Where are the children during using episodes?	Child is always in care of known, trusted, non-using adult	Child never in the drinking/using context	Child assumed to be able to look after themselves	No arrangements made
Who does the parent and child live with?	Supportive non-using partner/family	Alone with the child and close to support networks	Alone with the child	With partners who also uses alcohol/drugs.
What is the impact of the parents substance use on the family finances?	No drink/drug related debts	Find it hard to manage, borrowing to see through the week	Debts building up	Eviction threatened, utilities cut off, serious debt problems/owe drug suppliers and being threatened
What support networks does the parent/carer have?	Practically and socially supported by community, friends or family	Socially isolated but uses child focused community based amenities	Estranged from family and community	Contacts limited to drinking and drug taking friends.
How is the parent coping with the stresses of daily life?	Feel in charge	Life is tough but there are some wins	Life is a constant struggle, anxious to a point of needing medication	Feel overwhelmed depressed. Other problems should as DV also a factor
How does the parent feel towards making change in substance use?	Wanting to change	Contemplating/ preparing to deal with issues – cut down etc.	External coercion but parent does not agree there is a problem	Statutory requirement to attend and client unwilling to participate
How does the parent see the child/children affecting their substance use?	Child is cited as reason to deal with issues	Child needs always met before drinking /using drugs	Child perceived as difficult, parenting as a burden	Presence or behaviour of child seen as a reason or trigger for drinking/using drugs
Does the parent/carer think their substance use or lifestyle has	Child's physical and emotional needs are always met	Carer concerned about physical or emotional harm or neglect	Child's physical needs and emotional needs are compromised,	Child previously apprehended or hospitalised because of abuse, neglect,

affected their children?		of child	carer shows little concern	or sexual abuse.
ADD THE NUMBER OF MARKED SQUARES IN EACH COLUMN				

Safety/ Risk Categories	**Signs of Safety**	**Low Risk**	**Medium Risk**	**High Risk**
Totals Part 1				
Totals Part 2				
Totals				

The total scores should be used as a guide only. All workers should use their professional judgment to determine the action they take following the screening.

Actions

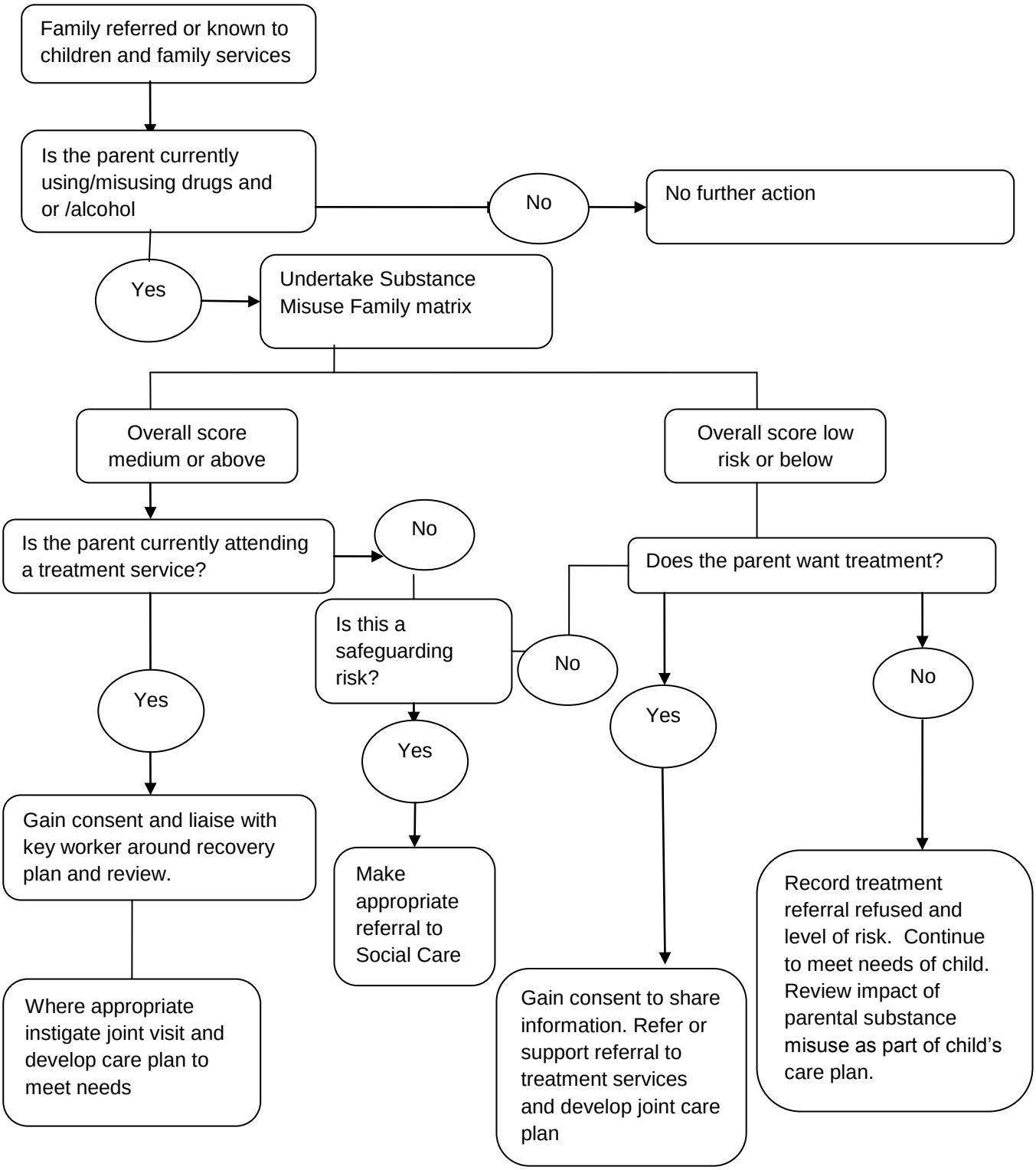
Signs of Safety – Inform the parent/carer of universal services available through either the local Children's Centre's, Young Carer's group and/or other services that may be of interest/benefit. Continue to monitor situation and reassess it as and when significant changes take place within family.

Low risk – Identify any services that can alleviate any of the issues presenting that could escalate risk. Inform the parent/carer of groups and services available through Children's Centre's, CABs, Young Carer's and where necessary support them to access appropriate assistance. Continue to monitor situation and reassess as and when significant changes take place within the family.

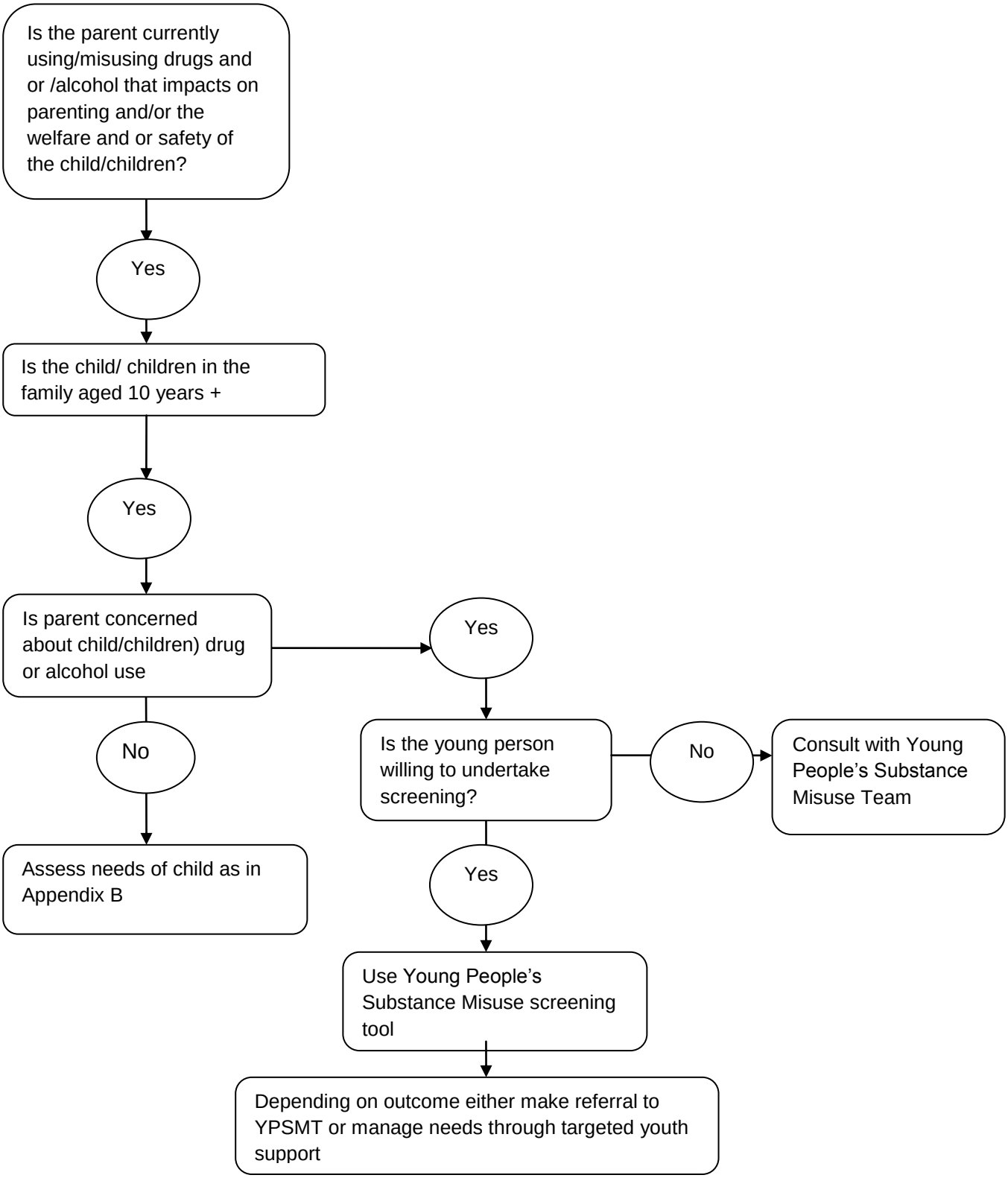
Medium Risk –Contact Early Help and request social work consultation if unsure if referral is appropriate. Undertake agreed course of action.

High Risk- This is a potential safeguarding issue. Contact customer service team and specify you want to make a child protection referral.

Appendix D: Identification of Parental Substance misuse within Children's Services



Appendix E: Younger family members who misuse substances



Glossary

Substances

'Substance' is used to refer to any psychotropic substance (capable of affecting the mind- changing the way we feel, think and or behave) including alcohol, tobacco, drugs sold as legal highs, illegal drugs, illicit use of prescription drugs and volatile substances (such as gases, lighter and other fuel) some plants and fungi (magic mushrooms); over the counter and prescribed medicines that are used for recreational rather than medical purposes.

Substance Use

Substance use defines the consumption of the above that requires a lower level of intervention than treatment. Harm may still occur through substance use whether through intoxication, illegality or health problems, even though this may not be immediately apparent. Substance use requires the provision of appropriate interventions, such as education and information, brief advice, and targeted prevention to reduce the potential for harm.

Substance Misuse

When referring to substance misuse the definition used by the Advisory Council on the Misuse of Drugs in the Hidden Harm Report (2003) to define problematic drug use will apply to alcohol and other substances as defined above.

"….By problem drug use we mean drug use with serious negative consequences of a physical, psychological, social and interpersonal, financial or legal nature for users and those around them". Such drug use will usually be heavy, with features of dependence."

(Page7, Hidden Harm, 2003)

Drug and Alcohol Misuse

The same definition as in 4.3 above will apply when referring to drug and or alcohol misuse in this protocol

Parents

The definition of parents will apply to mothers, fathers and other adults who have responsibility for the care of children and young people. This will also include any adult who has a significant relationship with the primary care givers in the family as well as the primary care givers themselves.

Parenting Support/Services

Referral to parenting and family services throughout this protocol relates to any support or services that are available through the local authority as set out in the parenting strategy.

Safeguarding

The term safeguarding uses the Working Together 2010 definition:

- Protecting children from maltreatment
- Preventing impairment of child's health and development
- Ensuring that children are growing up in circumstances consistent with the provision of safe and effective care.

Child in Need

A Child in need is defined by the Children's Act 1989 as:

….a child who is unlikely to achieve or maintain a reasonable standard of health or development without the provision of services by the local authority or other agencies, or his health or development is likely to be significantly impaired or further impaired without the provision of Services.

Useful Contact Numbers

Aquarius (alcohol, help advice and support)	0300 4564 299
Community Substance Misuse Team	01743 248800
Customer Contact Centre	0345 678 9021

Sure Start Children's Centres

North Team

Main Office	01691 656513
Baschurch	01939 261146
Ellesmere	01691 624086
Gobowen	Call Main North Office
Holy Trinity, Oswestry	01691 662661
Ifton Heath, Oswestry	01691 778305
Morda, Oswestry	01691 662862
Wem	01939 236136
Weston Rhyn, Oswestry	Call Main North Office
Whittington, Oswestry	Call Main North Office
Woodside, Oswestry	01691 661152

Central Team

Sunflower House, Shrewsbury (Main Office)	01743 452400
Honeysuckle Lodge, Shrewsbury	01743 361594
Grange Park Primary, Shrewsbury	Call Main Central Office
Harlescott, Shrewsbury	Call Main Central Office
Meole Brace, Shrewsbury	01743 343430
Crowmoor, Shrewsbury	01743 246899
Mereside, Shrewsbury	Call Main Central Office
Bayston Hill, Shrewsbury	Call Main Central Office
Monkmoor, Shrewsbury	Call Main Central Office
Market Drayton (Infant school)	01630 658974
Longlands Primary Market Drayton	01630 554666
Whitchurch	01948 667617

South Team

Church Stretton (Main Office)	01694 723465
Albrighton	01902 374767
Bishops Castle	01588 638121
Bridgnorth	01746 766814
Broseley	01952 885830
Craven Arms	01588 673873
Ludlow	Call Main South Office
Highley	01746 860395
Minsterley	Call Main South Office
Rock Spring, Ludlow	01584 878188
Shifnal	Call Main Office
Creche Office, Ludlow	01584 872085

Appendix D

NICE quality standards [QS11]

Alcohol dependence and harmful alcohol use quality standard

List of statements

Statement 1. Health and social care staff receive alcohol awareness training that promotes respectful, non-judgmental care of people who misuse alcohol.

Statement 2. Health and social care staff opportunistically carry out screening and brief interventions for hazardous and harmful drinking as an integral part of practice.

Statement 3. People who may benefit from specialist assessment or treatment for alcohol misuse are offered referral to specialist alcohol services and are able to access specialist alcohol treatment.

Statement 4. People accessing specialist alcohol services receive assessments and interventions delivered by appropriately trained and competent specialist staff.

Statement 5. Adults accessing specialist alcohol services for alcohol misuse receive a comprehensive assessment that includes the use of validated measures.

Statement 6. Children and young people accessing specialist services for alcohol use receive a comprehensive assessment that includes the use of validated measures.

Statement 7. Families and carers of people who misuse alcohol have their own needs identified, including those associated with risk of harm, and are offered information and support.

Statement 8. People needing medically assisted alcohol withdrawal are offered treatment within the setting most appropriate to their age, the severity of alcohol dependence, their social support and the presence of any physical or psychiatric comorbidities.

Statement 9. People needing medically assisted alcohol withdrawal receive medication using drug regimens appropriate to the setting in which the withdrawal is managed in accordance with NICE guidance.

Statement 10. People with suspected, or at high risk of developing, Wernicke's encephalopathy are offered thiamine in accordance with NICE guidance.

Statement 11. Adults who misuse alcohol are offered evidence-based psychological interventions, and those with alcohol dependence that is moderate or severe can in addition access relapse prevention medication in accordance with NICE guidance.

Statement 12. Children and young people accessing specialist services for alcohol use are offered individual cognitive behavioural therapy, or if they have significant comorbidities or limited social support, a multicomponent programme of care including family or systems therapy.

Statement 13. People receiving specialist treatment for alcohol misuse have regular treatment outcome reviews, which are used to plan subsequent care.

In addition, quality standards that should also be considered when commissioning and providing a high-quality alcohol service are listed in related NICE quality standards.

NICE quality standards [QS23]

Quality standard for drug use disorders

List of quality statements

Tender Response Document

DMC 114 – RECOVERY ORIENTED SUBSTANCE MISUSE SERVICES

Name of TENDERING ORGANISATION	**ARCH Initiatives**

Shropshire Council Tender Response Document

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;

   a) Where the tenderer is an individual, by that individual;

   b) Where the tenderer is a partnership, by two duly authorised partners;

   c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.

Contents

Award Criteria

Tenders will be evaluated on the answers provided in this Tender Response Document against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (400 marks)		
Pricing Schedules	Price	40 / 400 max marks

Total for price		**40 / 400 max marks**
Quality 60% (600 marks)		
B 1.	1.Service Delivery & Clinical	18 / 180 max marks
B 2.	2.Workforce Development & HR	18 / 180 max marks
B 3.	3.Clinical Governance & Quality	8 / 80 max marks
B 4.	4.Information Governance & Data Management	8 / 80 max marks
B 5	5. Contract Management & Implementation	8 / 80 max marks
	Total for quality	**60 / 600 max marks**

Please note that each question within each of the above quality criteria sections is weighted against the other questions only within that section. The individual question weightings are indicated against each question in section B 1-5.

Each question will be marked out of 10 using the scheme below and the total mark received for each quality section (B1 – B5) will then be used in the final calculation. The tender receiving the highest initial mark overall in each of the quality sections will receive the full maximum marks available for that quality criteria as shown in the table above. Other tenders will receive a final mark that represents a % of the maximum marks for each quality section that reflects the difference in the initial marks between those tenders and the tender receiving the highest mark for each of the quality sections.

For example:- If the best scoring tender in relation to Section B 1 scores a total of 280 then their final mark will be 180 for that section. If the second highest mark bidder scores 200 then they would receive a final mark of 128 for that section (200 divided by 280 x 100 = 71% x 180 = 128)

Or for example:- If the best scoring tender in relation to Section B 4 scores a total of 120 then their final mark will be 80 for that section. If the second highest mark bidder scores 60 then they would receive a final mark of 40 (60 divided by 120 x 100= 50% x 80 = 40)

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation

Excellent	***10***	*Exceeds the requirement.* *Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.*
	9	
Good	***8***	*Satisfies the requirement with minor additional benefits* *Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.*
	7	
Acceptable	***6***	*Satisfies the requirement.* *Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.*
	5	
Minor Reservations	***4***	*Satisfies the requirement with minor reservations* *Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.*
	3	
Serious Reservations	***2***	*Satisfies the requirement with major reservations.* *Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.*
	1	
Unacceptable	***0***	*Does not meet the requirement* *Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.*

The use of odd numbers indicates an answer's allocated mark lies between definitions.

Price Evaluation

Price has an overall weighting of 40% of the total evaluation criteria. Please complete the pricing schedule attached. The price that will be evaluated will be the average annual price as shown in cell C19 on the 'Summary of all the Costs' worksheet.

The most competitively priced tender will receive the maximum marks of 400 Less competitive tenders will receive a mark that is a % of the maximum mark available that represents the difference in cost or reduction between that tender and the most competitively priced tender.

There is one pass /fail question at 5.6.

The winning tender will be the highest scoring tender overall when the final quality and price marks are combined.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council
Tender for **RECOVERY ORIENTED SUBSTANCE MISUSE SERVICES**

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the Recovery Oriented Substance Misuse Services at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.

Signed [redacted] Name…… [redacted]

Date …30 June 2015……..

Designation …Chief Executive……..

Company…….ARCH Initiatives……

Address ……Willow House, Clatterbridge Hospital, Clatterbridge Road, Bebington, Wirral

…….. Post Code …CH63 4JY…….

Tel No …0151 482 7161…….. Fax No …0151 482 7180……

E-mail address
[redacted] ……..

Web address
…www.archfutures.com……

personal info

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called "the Council")

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1)  Status Chief Executive

Signed (2) Status Deputy Chief Executive

(For and on behalf of …ARCH Initiatives)

Date …30 June 2015……..

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called "the Council")

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

(a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or

(b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or

(c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) [redacted] Status Chief Executive

Signed (2) Status Deputy Chief Executive

(For and on behalf of ARCH Initiatives)

Date 30 June 2015

Section A:
4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

No If yes, please give details:

Name	Relationship

***Please note**:*
This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1) [redacted] Status Chief Executive

Signed (2) [redacted] Status Deputy Chief Executive

(For and on behalf of ARCH Initiatives)

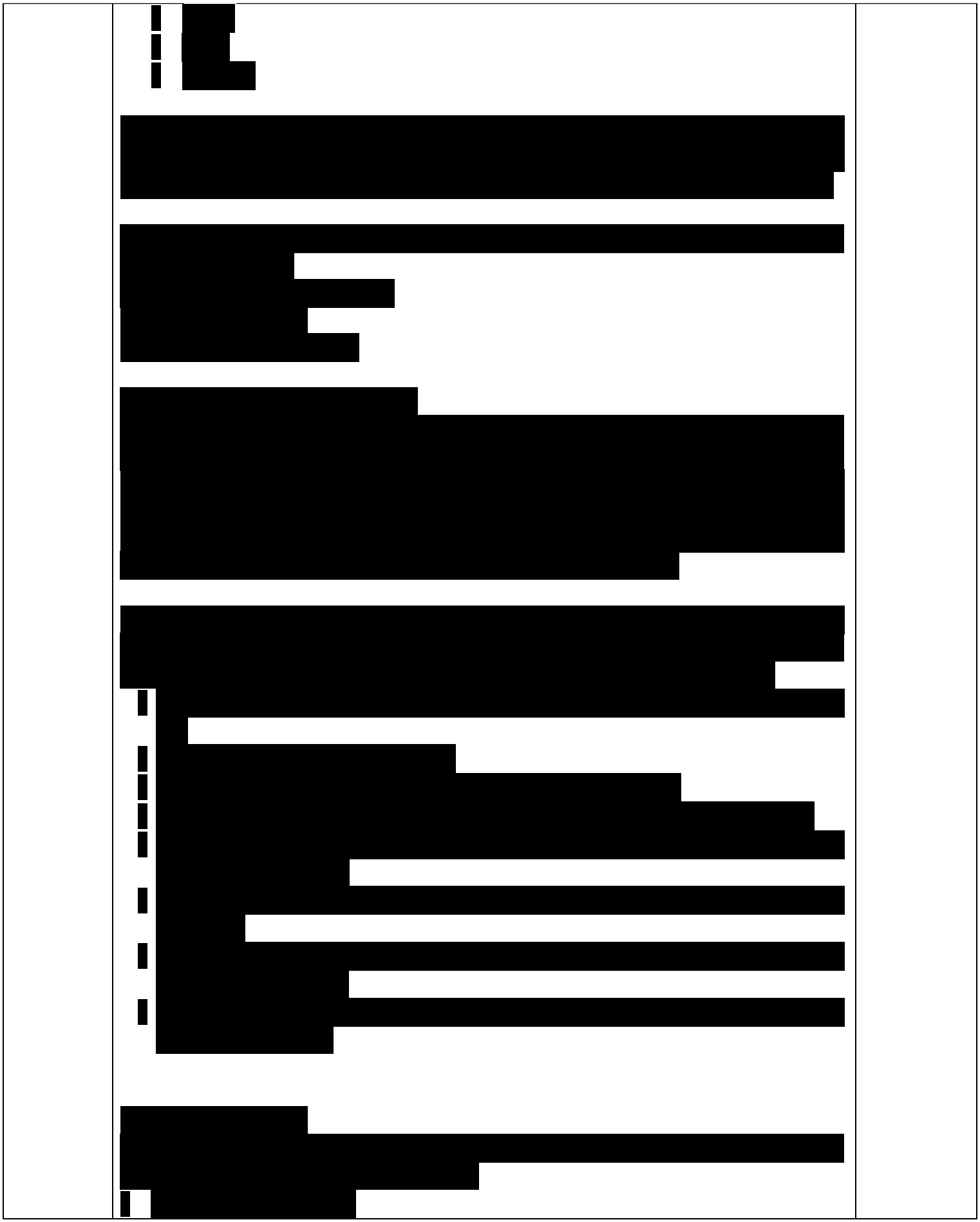
Date 30 June 2015

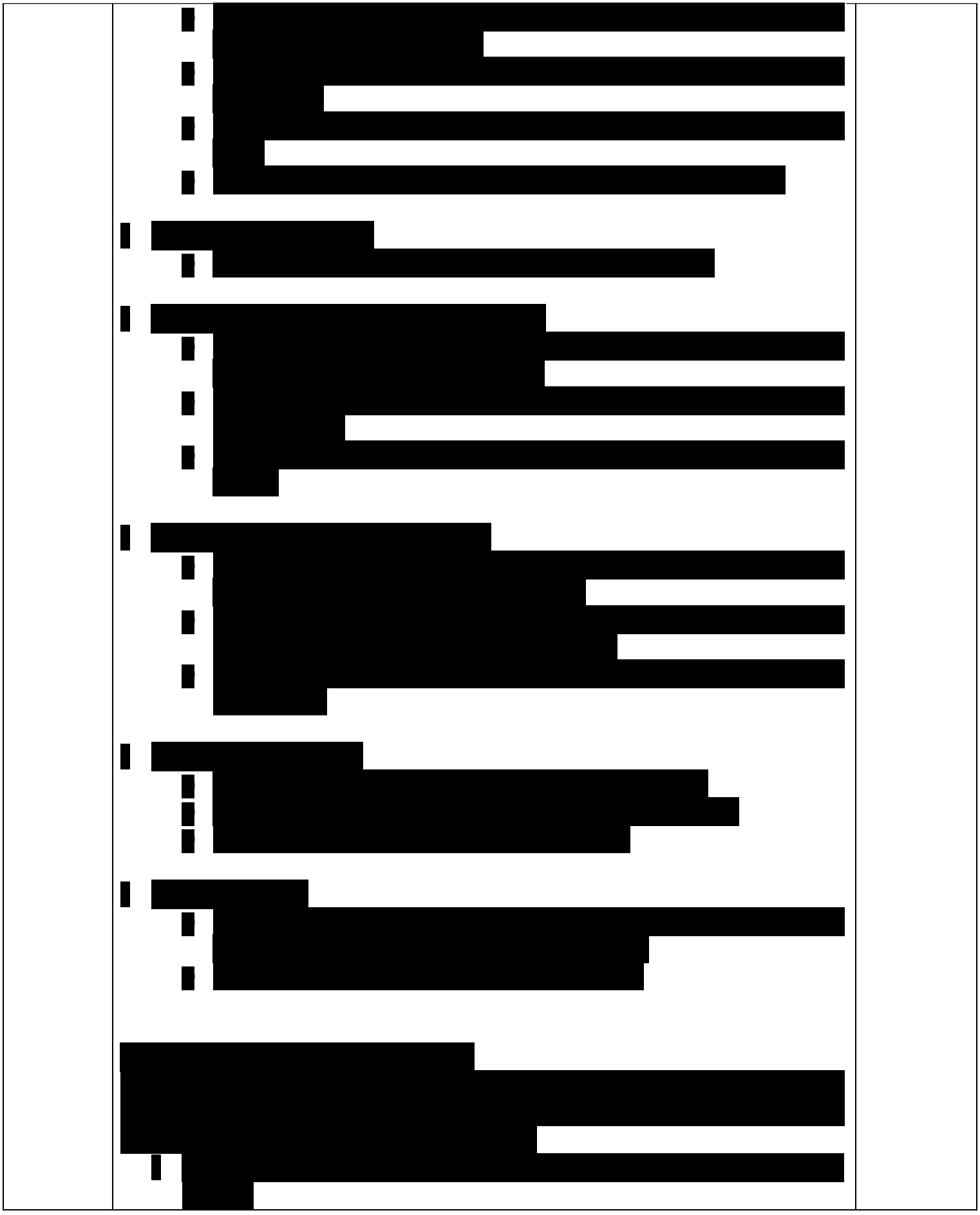
Section B:

Tender Schedule

(Please provide responses to all of the following questions under each section keeping within the maximum word counts for each.)

Question No.	1.Service Delivery & Clinical Question	Question Weighting Within Section
1.1	Based on the specification please describe your overarching proposed service model for providing drug and alcohol recovery services for adults and young people reflecting the. Your response should give consideration to the resources, including staff you will apply in order to deliver the service. Please provide a chart to illustrate how you will deliver the proposed recovery service model (max 1500 words).	5



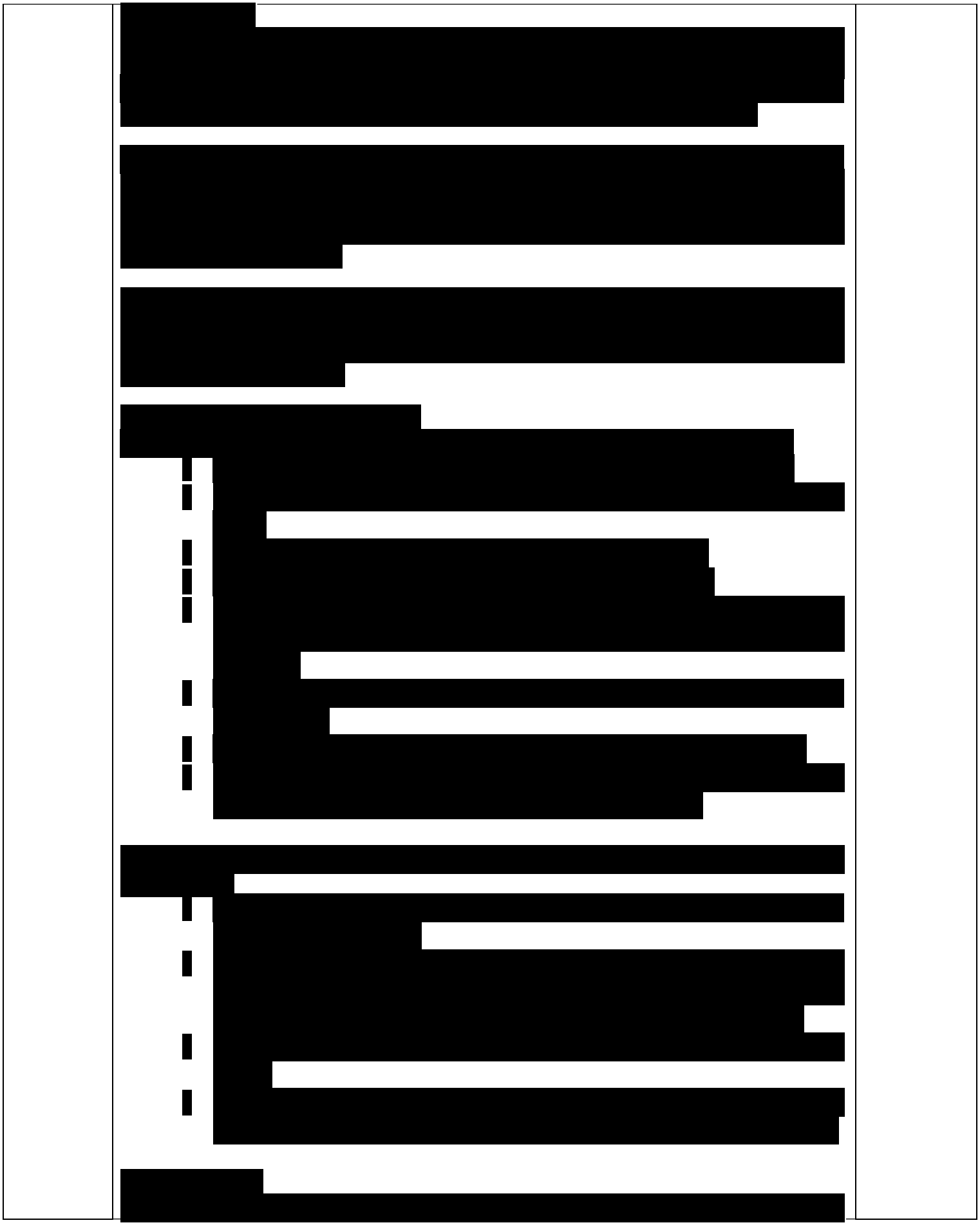


	[redacted]	
1.2	What are the challenges of delivering services to a rural county and how would you address them? (max 500 words). [redacted]	5

	[redacted]	
1.3	One of the key priorities of the Shropshire Health and Wellbeing Strategy is that all health, social care and wellbeing services in Shropshire are accessible to the residents. Please describe how your organisation will ensure that the substance misuse services are accessible in Shropshire. Your answer should reflect the service requirements set out within the specification including out of hours/ weekends provision (max 400 words). [redacted]	3

hours

	[redacted]	
1.4	Please describe what methods you will use to optimise recovery across the cohort, in particular those drug service users who have been in consistently in treatment for six years or more (max 750 words). [redacted]	3

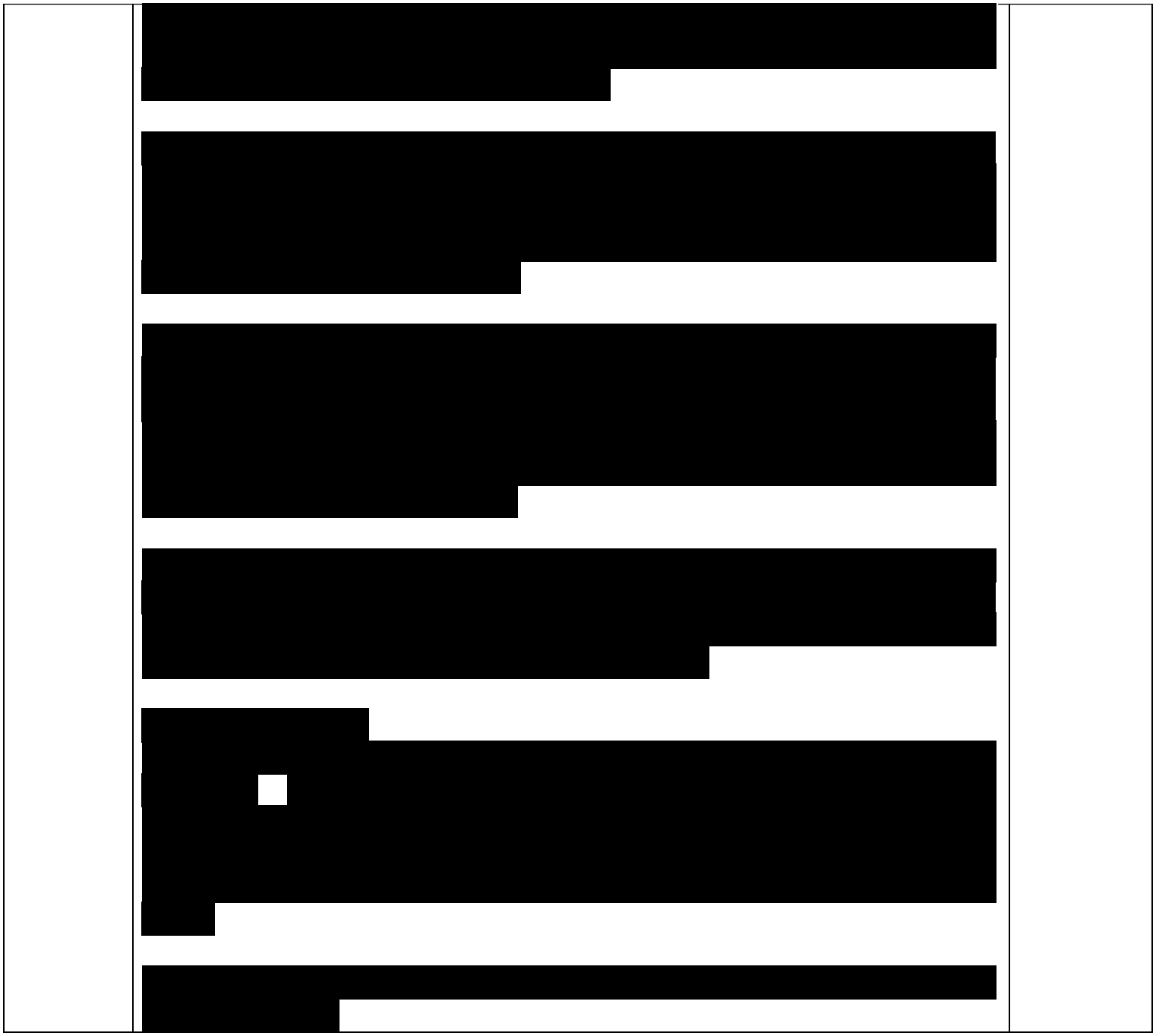


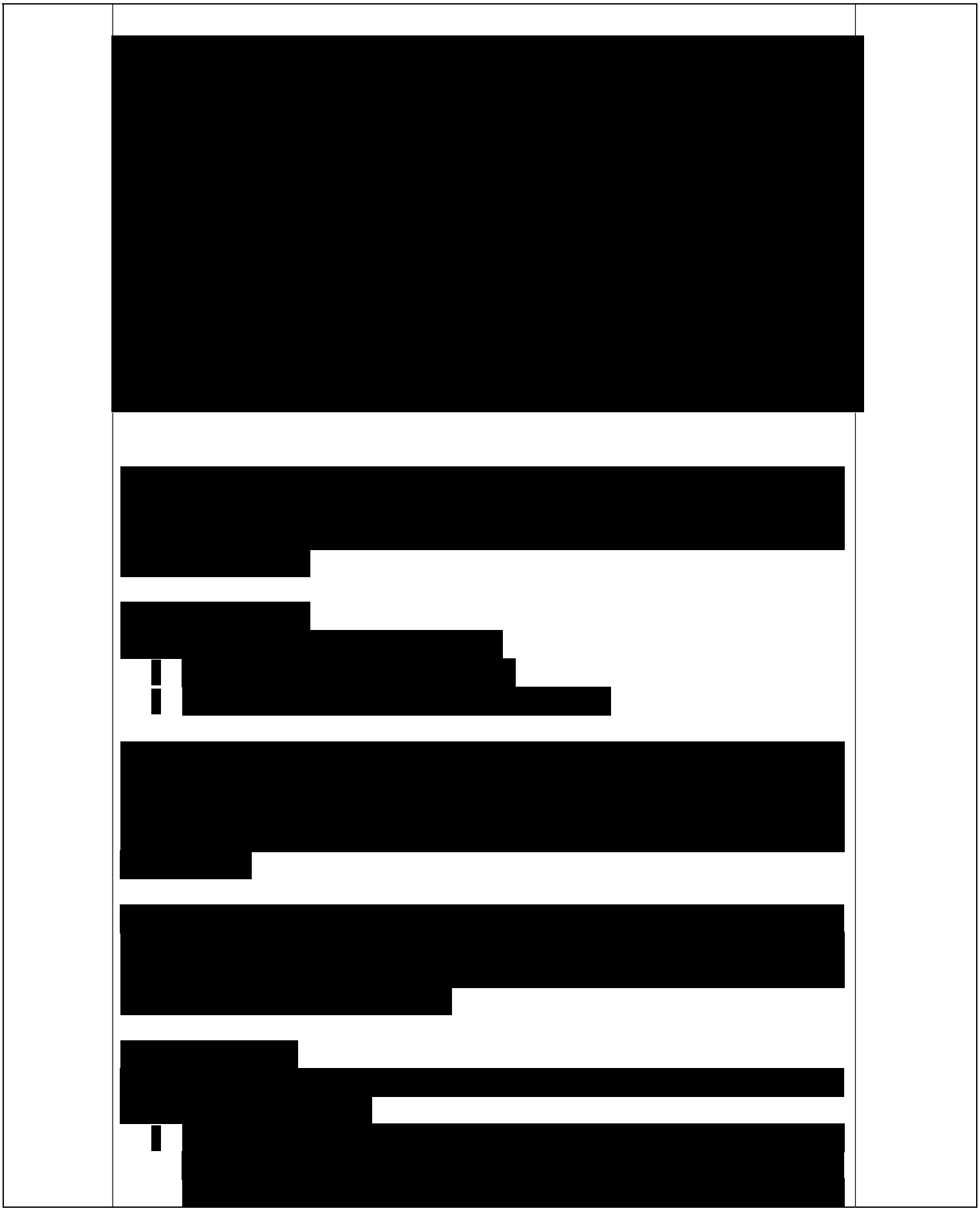
	[redacted]	
1.5	Nationally there has been a reduction in the numbers of opiate users entering treatment, this has not been the experience in Shropshire and similar to the national trend but has seen an increase in new and established users using novel psychoactive substances and the misuse of prescribed and over the counter medications. Please describe how you will address these issues and support the delivery of the local Health and Wellbeing strategic outcomes as described in the Service Specifications (max words 400). [redacted]	2

	[redacted]	
1.6	Please describe how you will address the needs of young service users bearing in mind the significance of multiple problems, likelihood of other services involved and where a whole family approach may be required. Include how you will manage their transition to adult services (maximum 750 words).	4

	[redacted]	
1.7	A significant proportion of service users have contact with Children and Family Services due to the risks of parental substance misuse to children in the home. Please describe how your service will engage with Children and Family Services and other agencies in order to mitigate the risks to born and unborn children of parental	5

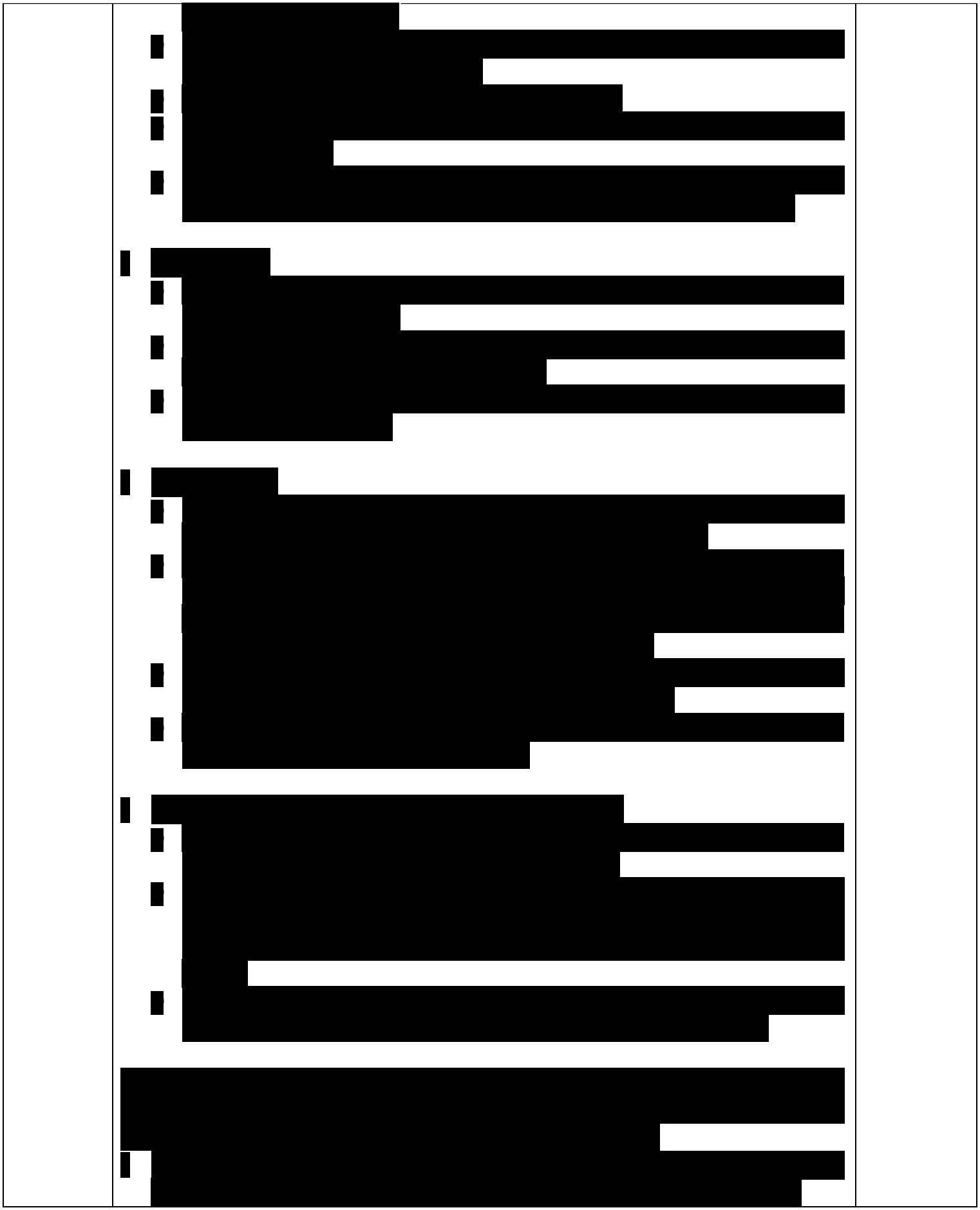
	substance misuse and substance misuse in extended families including transgenerational substance misuse. Your response should consider the duty of contracted services to safeguard and promote welfare (Section 11 Children Act 2004) (max 1000 words). [redacted]	





	staff in children's centres across the country, has been externally evaluated showing a [redacted]	
1.8	Working with partners across the criminal justice pathway is integral to reducing crime. Describe how you will work with partners to strengthen pathways and improve outcomes for this cohort of service users.(max 750 words) [redacted]	4

commercial info



	[redacted]	
1.9	As described in the service specification there is a good evidence base which supports the practice of involving family members and mutual aid networks in treatment interventions. How will you deliver this element of the service and what outcomes do you plan to realise by this approach? (max 500 words). [redacted]	3

Question No.	2. Workforce Development & HR	Question Weighting Within Section
2.1	Please attach your proposed staffing model for full service operation. This should include detail of all professions, roles, bands and whole time equivalents (max 500 words).	2

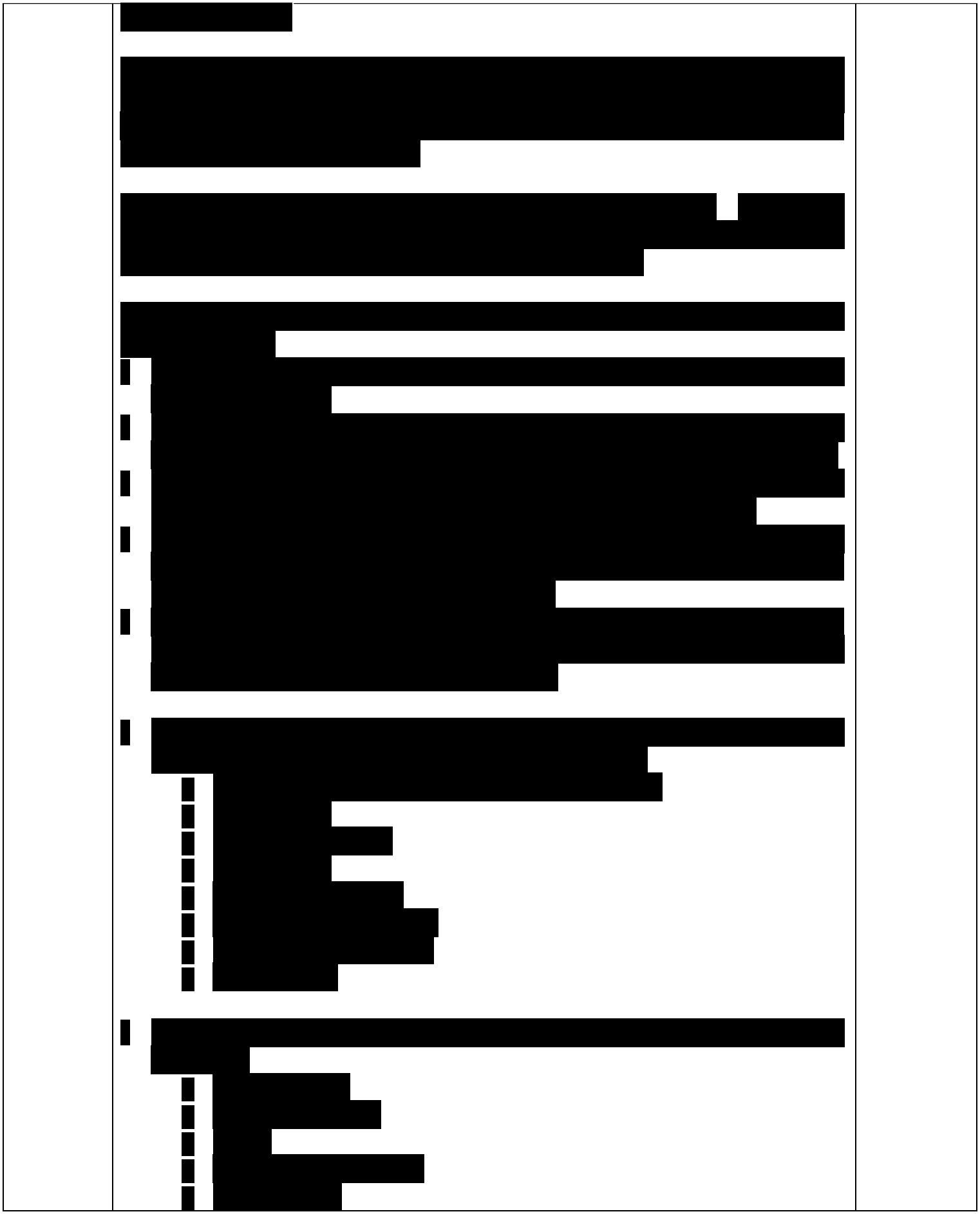
	See Appendix 6	
2.2	Please describe how you arrived at your workforce plan and how it links with the service specification. The answer should detail how the workforce compliments the service requirements (max 500 words).	2

	[redacted]	
2.3	Please describe your proposed retention strategy. This should detail how staffing requirement is assessed, monitored and maintained (max 500 words). [redacted]	2

	[redacted]	
2.4	How will you maintain service delivery during periods of annual leave, staff sickness (long term) or other absence. Please ensure your answer addresses planning, policies and resources (max 500 words). [redacted]	2

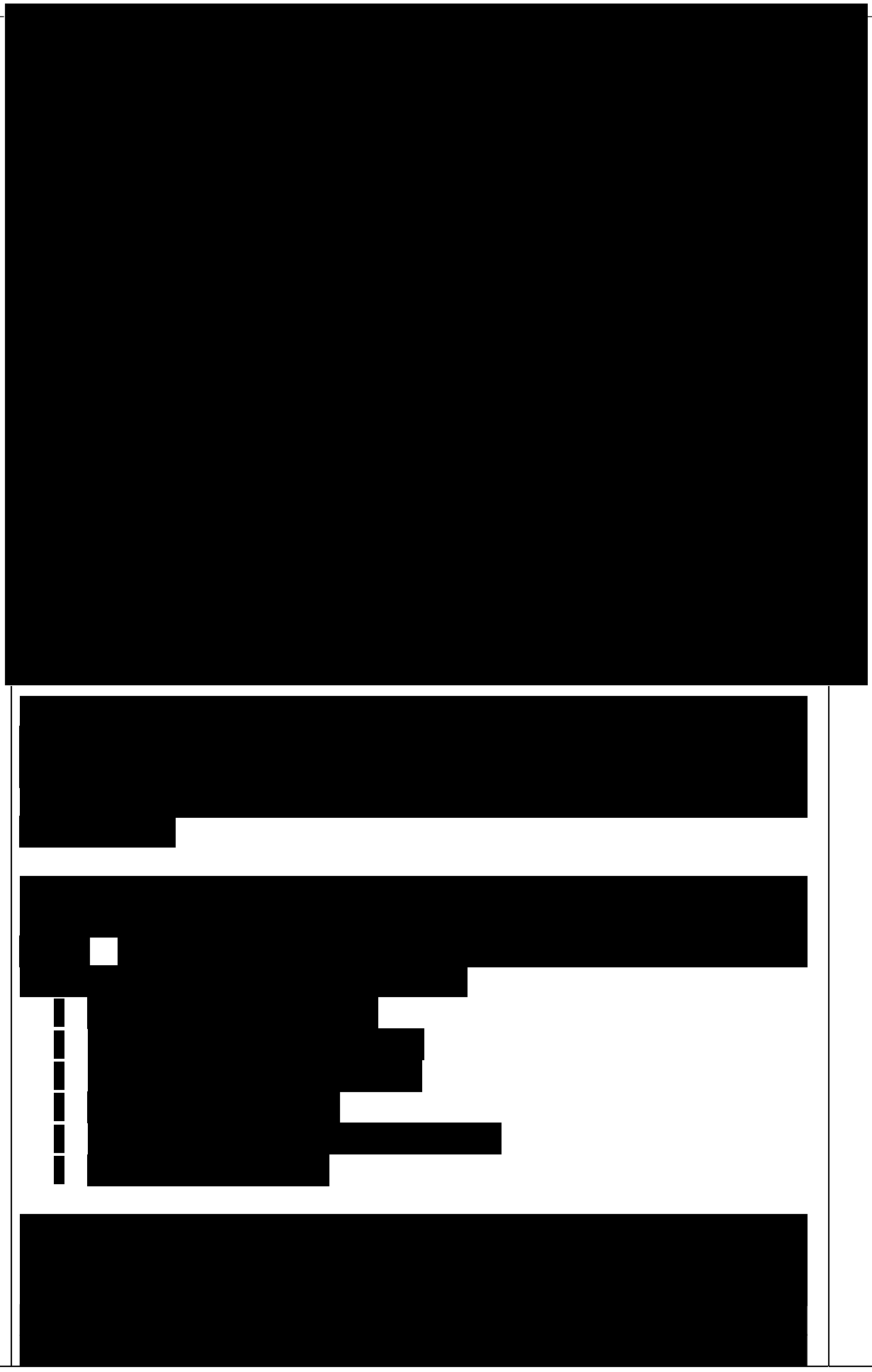
	[redacted]	
2.5	Describe the process you will adopt to ensure all staff who require professional registration are registered and maintain their registration. This should include details of how records are collated, checked and recorded (max 500 words). [redacted]	2

	[redacted]	
2.6	Please describe your process for staff appraisal and CPD (max 500 words). [redacted]	2

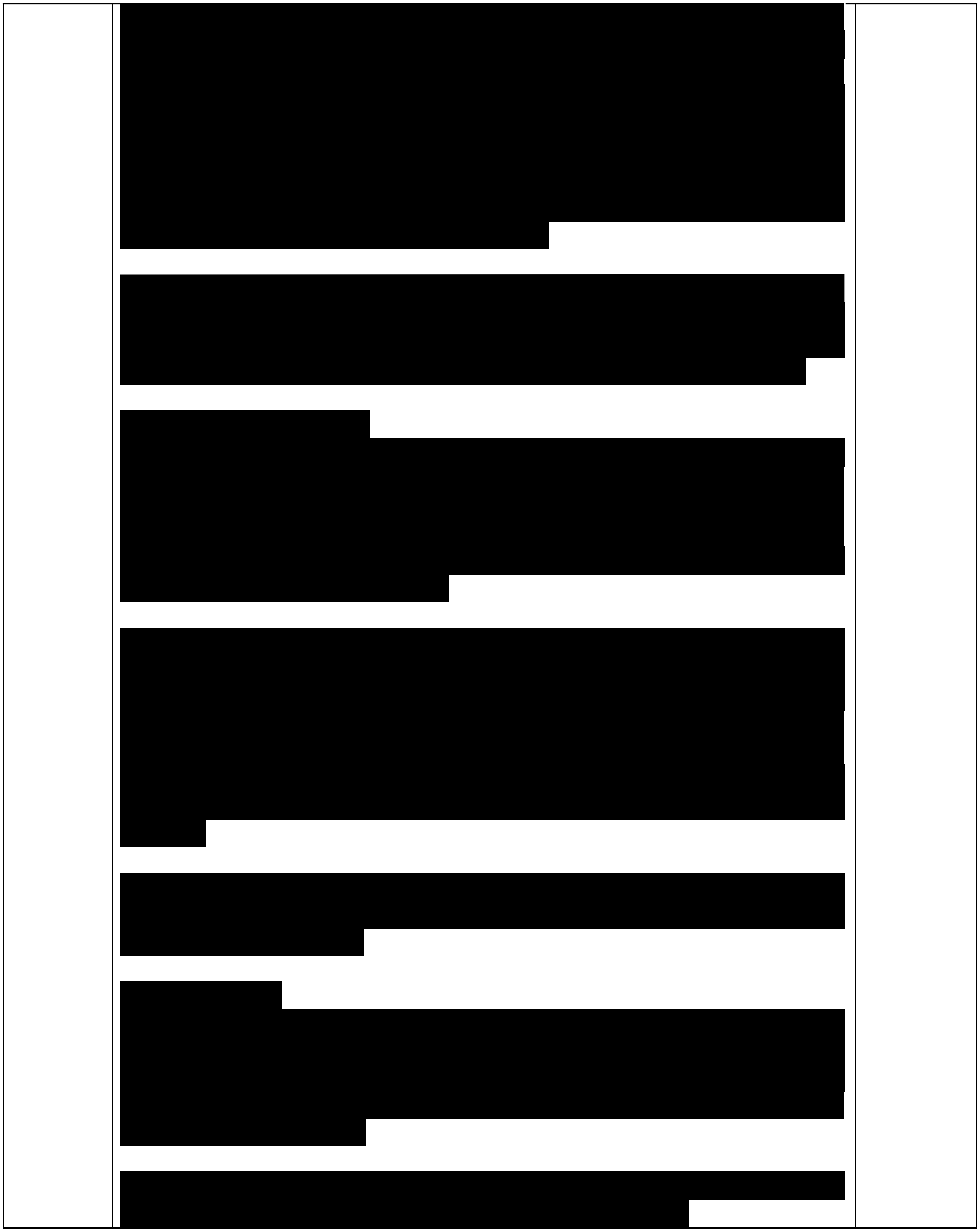


	[redacted]	
2.7	Please describe how you ensure staff engage positively in clinical supervision. Give details on techniques used to achieve aim (max 500 words). [redacted]	2

Question No.	2. Clinical Governance & Quality	Question Weighting Within Section
3.1	Please describe your Clinical Governance structure with reference to Item 8 of the specification (max 500 words).	4

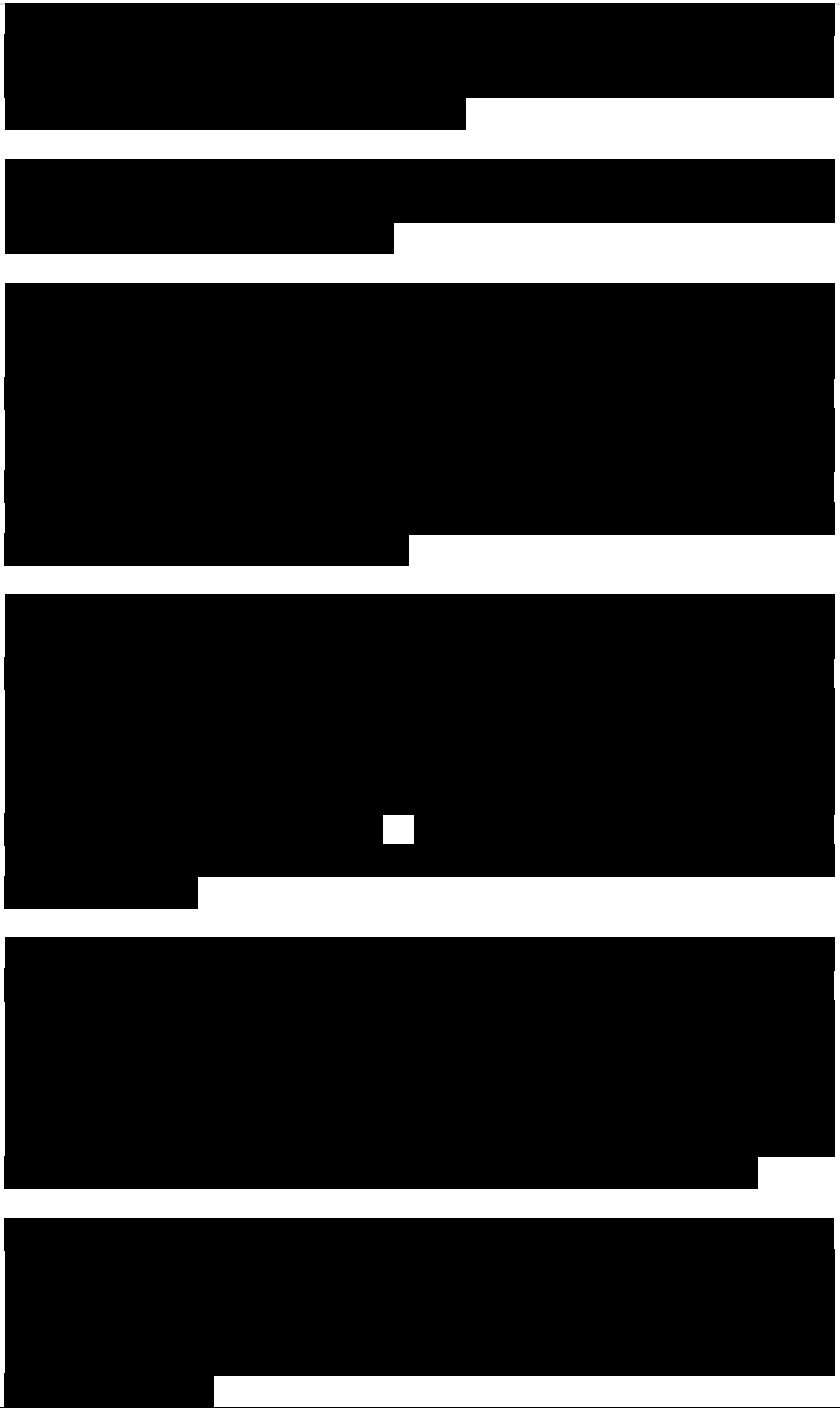


	[redacted]	
3.2	In Shropshire the current take-up of Hepatitis C screening and completion of Hepatitis B vaccinations is below national average. Under new reporting arrangements from Public Health England in Quarter 1 of 2014/2015 the number of clients with no record of completing a HBV vaccination, of all those in treatment, stood at 90.5% compared to a national average of 65.1%. Whilst performance for Hepatitis C screening is better, the screening rates are still below the national average, with 23.6% of all in treatment not screened compared to the national average of 19.5% Please detail how you will improve all aspects of managing blood borne viruses [BBV] within the system (max 750 words). [redacted]	[redacted]



	[redacted]	
3.3	There was a significant increase in drug-related deaths in 2013 nationally, including within the administrative area of Shropshire, particularly among opiate users. Please describe the steps you would take to identify the risk factors relating to drug-related deaths and the measures that you would put in place to reduce the number of drug-related deaths in Shropshire (max 750 words). [redacted]	5

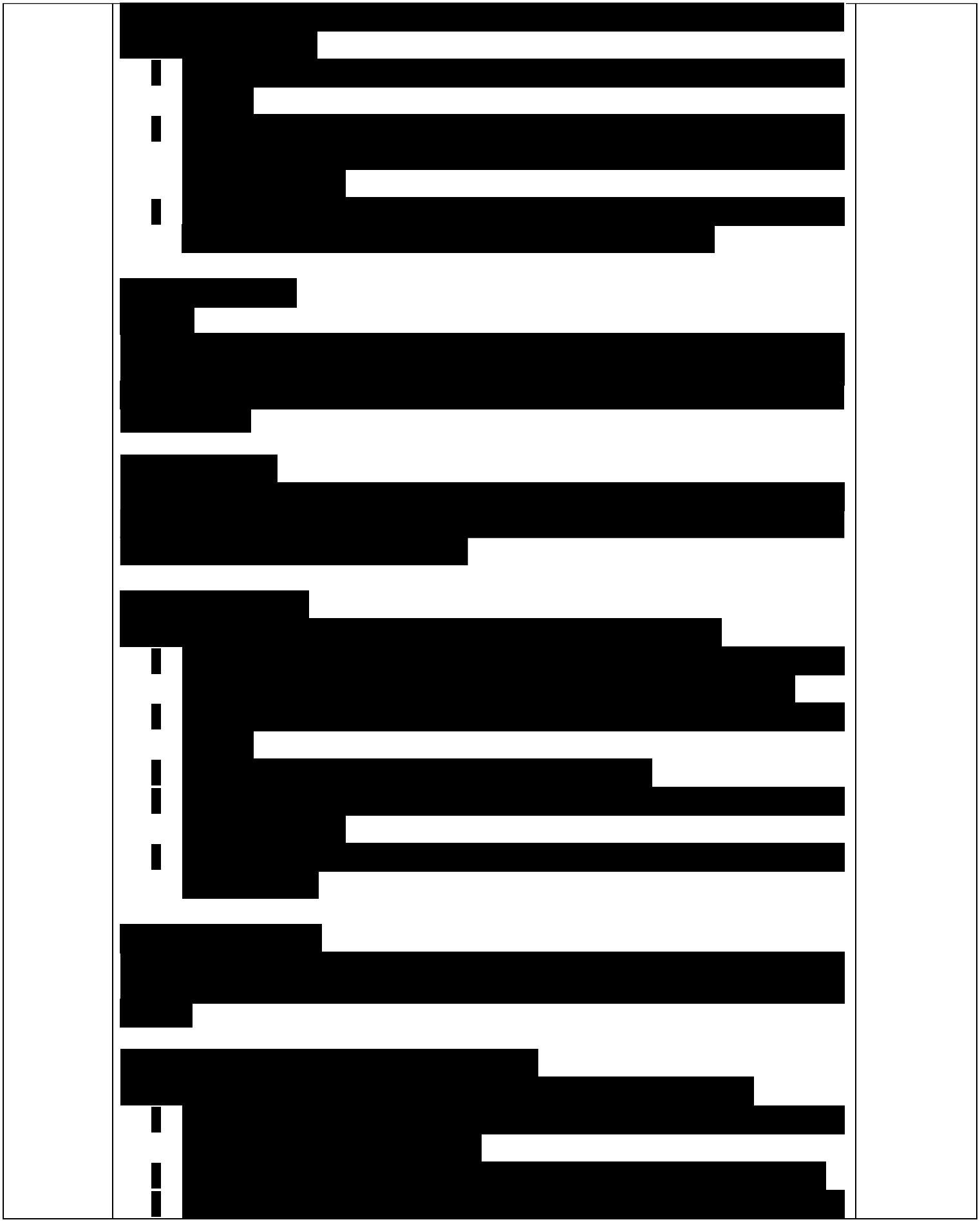
	[redacted]	
3.4	The association between substance issue and mental ill health is well established, but services often respond poorly to dual diagnosis. Please describe how your service will address this problem and ensure that the needs of service users with dual diagnosis are adequately met (max 500 words). [redacted]	4



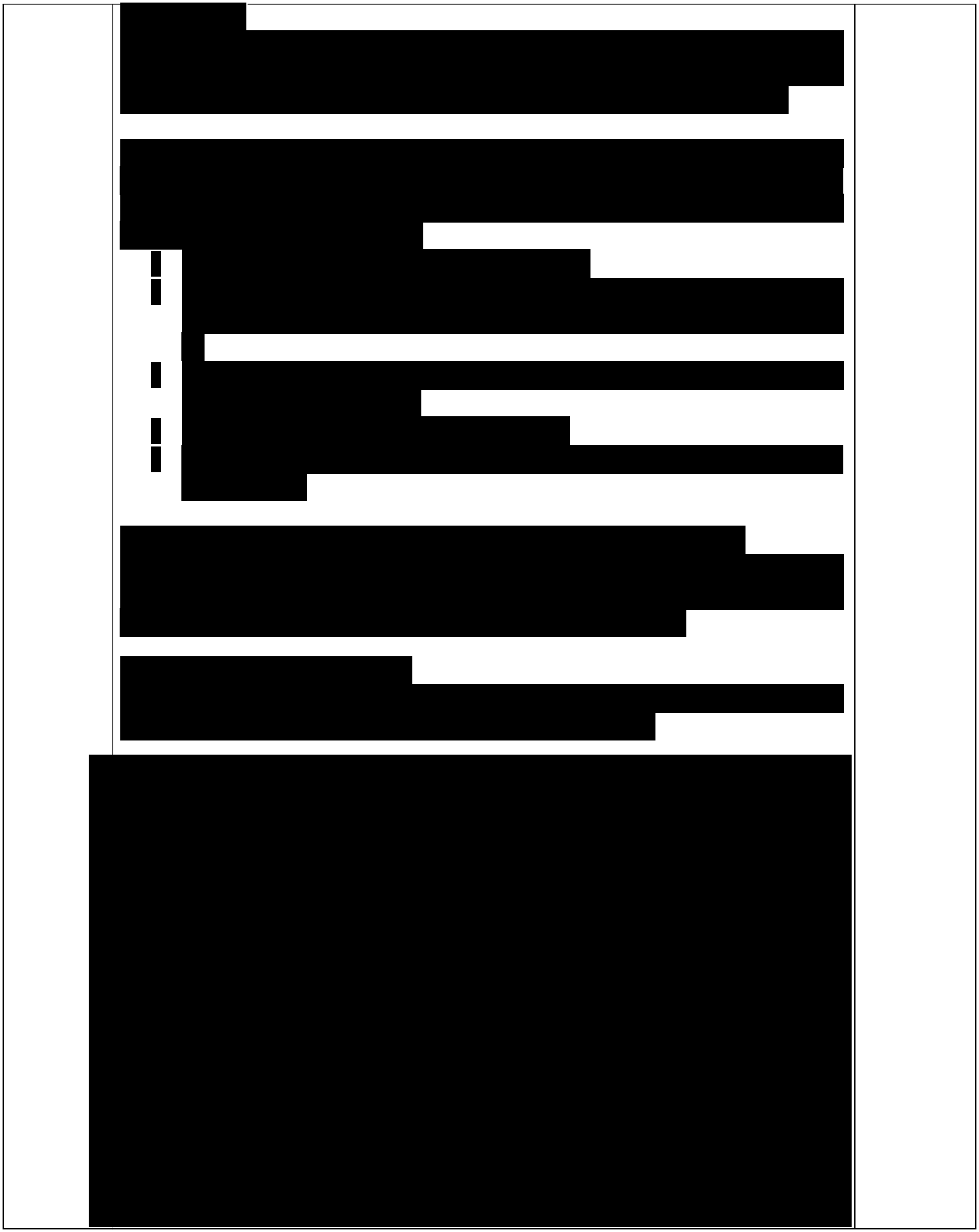
	[redacted]	
3.5	Please describe in detail the pharmacological support that you will provide to drug and alcohol service users in Shropshire (max 500 words). [redacted]	3

	[redacted]	
3.6	Even when there is a prescription to be had, the mainstay of treatment has to be effective psychosocial support. Please describe the range of psychosocial support that your service will provide, in particular with a view to enable service users to achieve a lasting recovery (max 500 words). [redacted]	3

	[redacted]	
3.7	Given the multiple co-morbidities associated with drug and alcohol misuse, many clients will present with complex and multiple needs. Please describe how you will manage such clients, in particular those who engage poorly with the service, whether or not they are on opiate substitute treatment (max 500 words). [redacted]	3

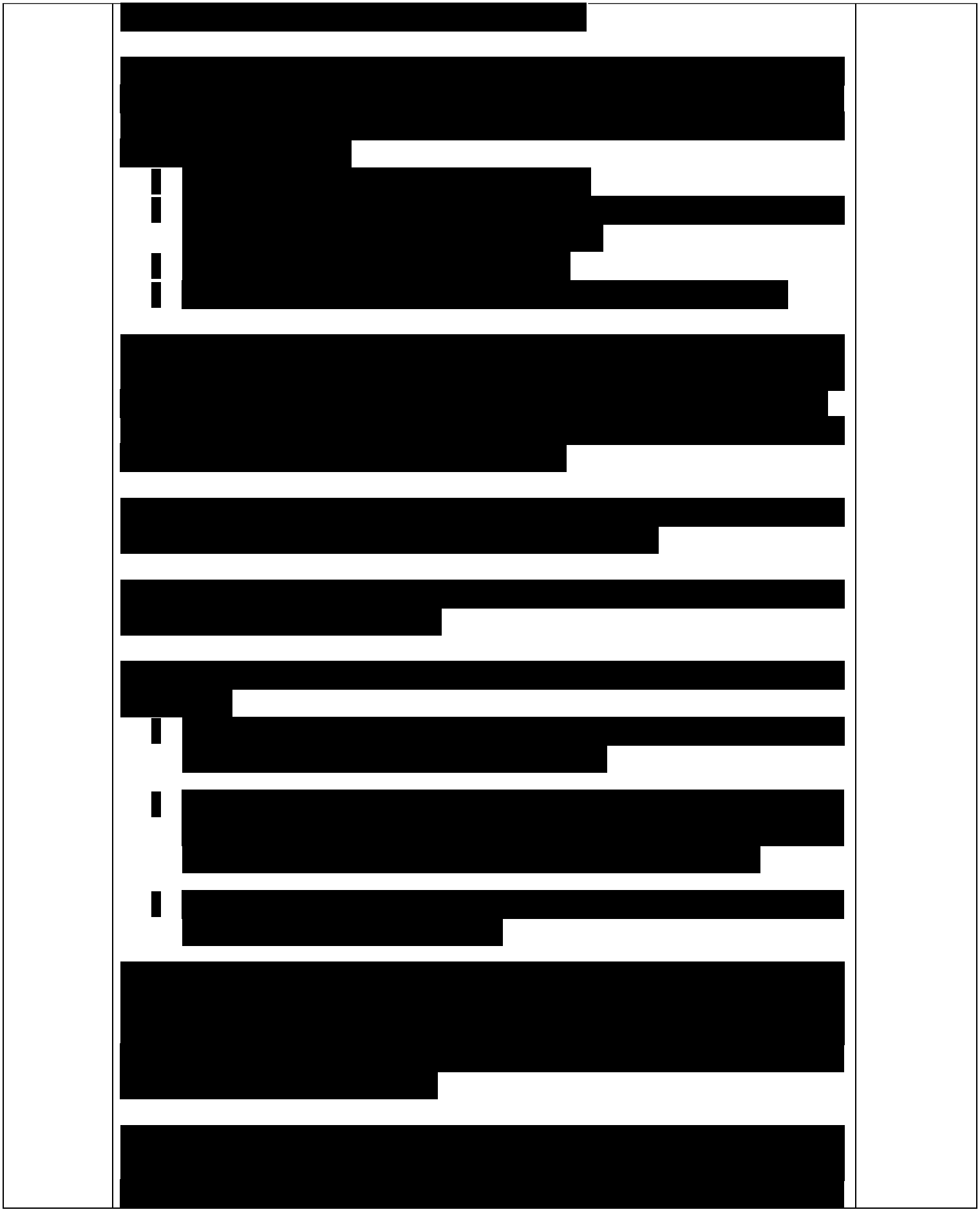


	[redacted]	
3.8	Please describe how you will manage alcohol misuse either on its own or in association with drug misuse. In your response please illustrate how you will respond to hazardous, harmful and dependent drinker using psychosocial and pharmacological interventions (750 words). [redacted]	5



	[redacted]	
3.9	Please describe how your service will engage with Primary Care in general and support the continuing development of Shared Care (max 500 words). [redacted]	3

	[redacted]	
3.10	Please describe how you will engage with the hospital to reduce alcohol related hospital admissions and readmissions (max 500 words). [redacted]	5



	[redacted]	
3.11	Please describe how you will provide clinical leadership in the delivery of the local service. Your response should consider issues of how you will deal with new policies and procedures to support clinical interventions (patient group directions, medicines management etc.) and how you will oversee safe and effective service delivery across a number of locations in a rural county(max 500 words). [redacted]	5

	[redacted]	
Question No.	**3. Information Governance & Data Management Questions**	**Question Weighting Within Section**
4.1	Demonstrate how you will meet or exceed the NHS Information Governance Toolkit standards required for your organisation type/s, providing appropriate evidence (max 1000 words). [redacted]	3

[redacted]

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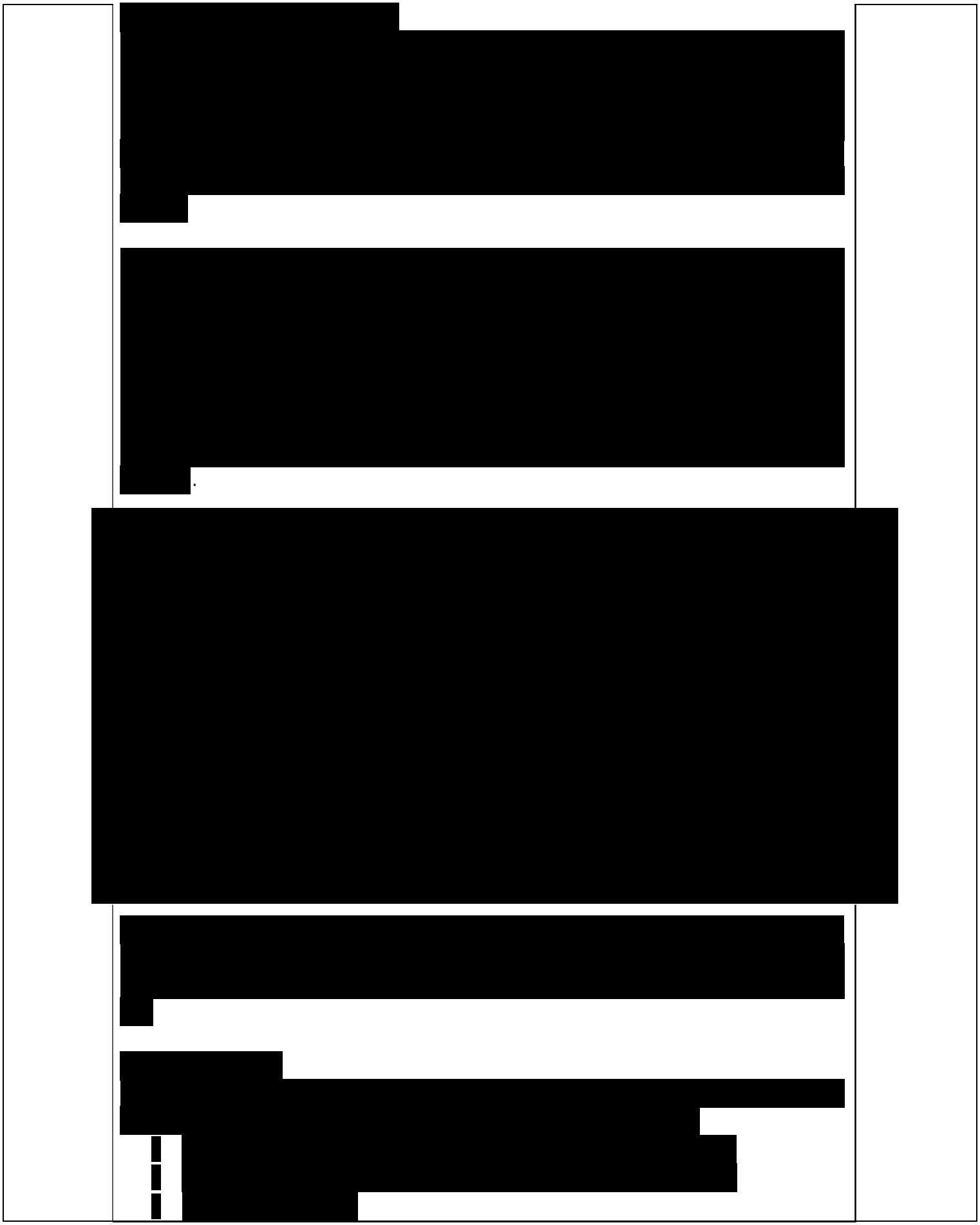
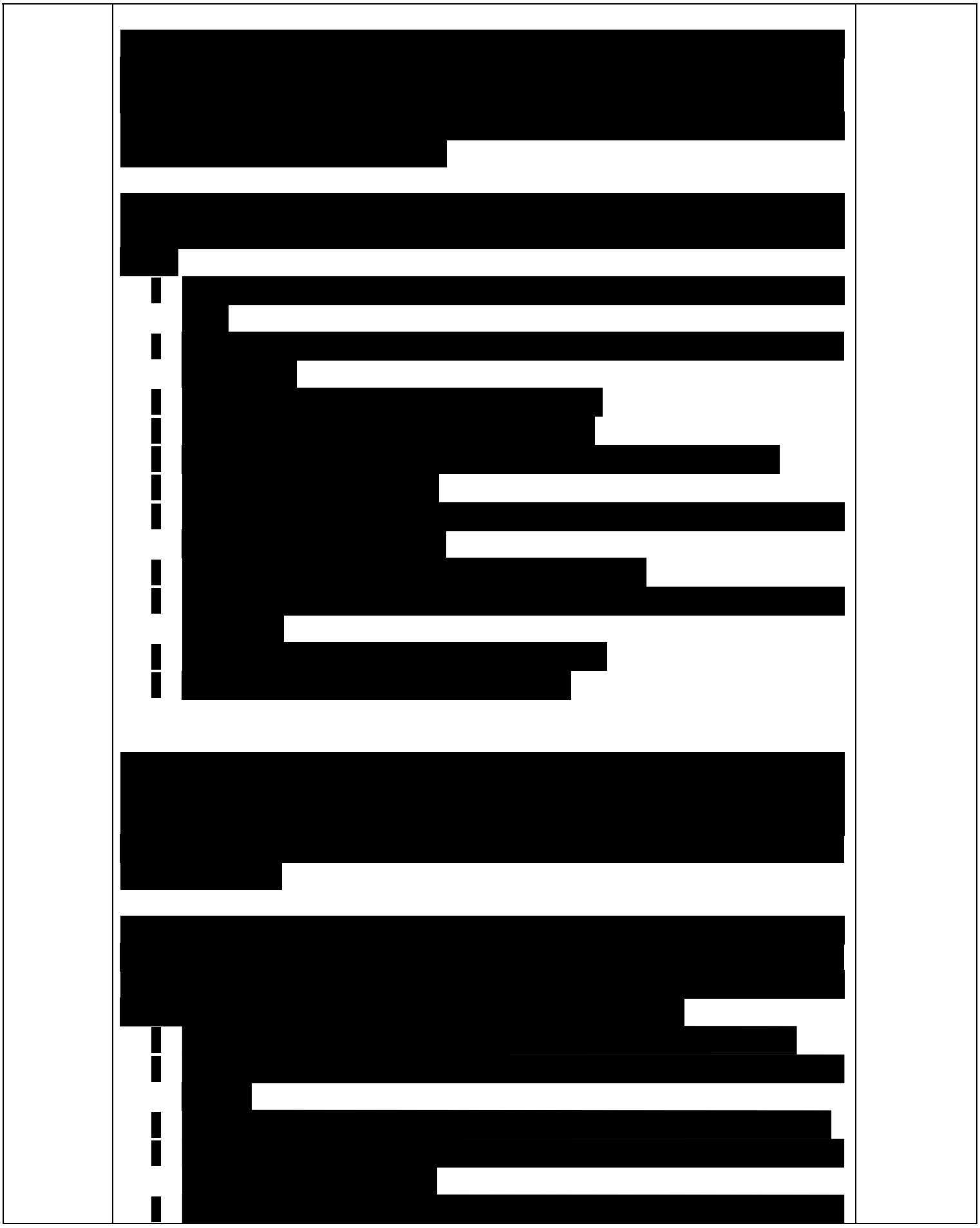


	[redacted]	
4.2	We require a single data system. Describe the data system(s) which you intend to utilise in relation to case management, the reporting on outcomes, performance management, NDTMS and any other components (max 500 words) [redacted]	5

	[redacted]	
4.3	Detail how you will manage the data transfer from current providers and how will you provide assurance that data held within current services/systems (Illy Carepath), will be transferred to the new system to ensure data integrity (max 500 words). [redacted]	3

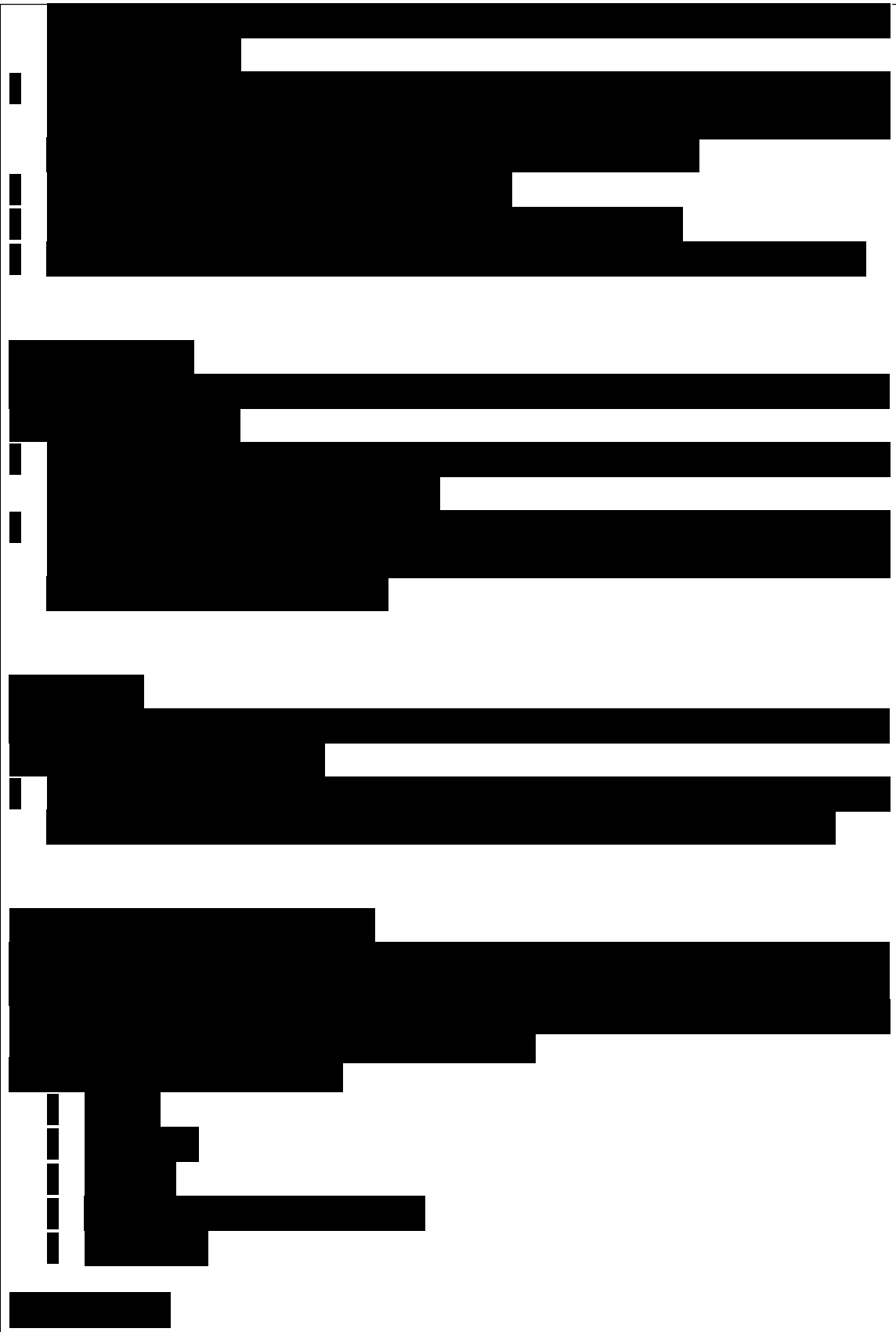
	[redacted]	
4.4	Please describe how the service will cater for the introduction of interoperable digital records and how this will affect service delivery and pricing (max 500 words).	4

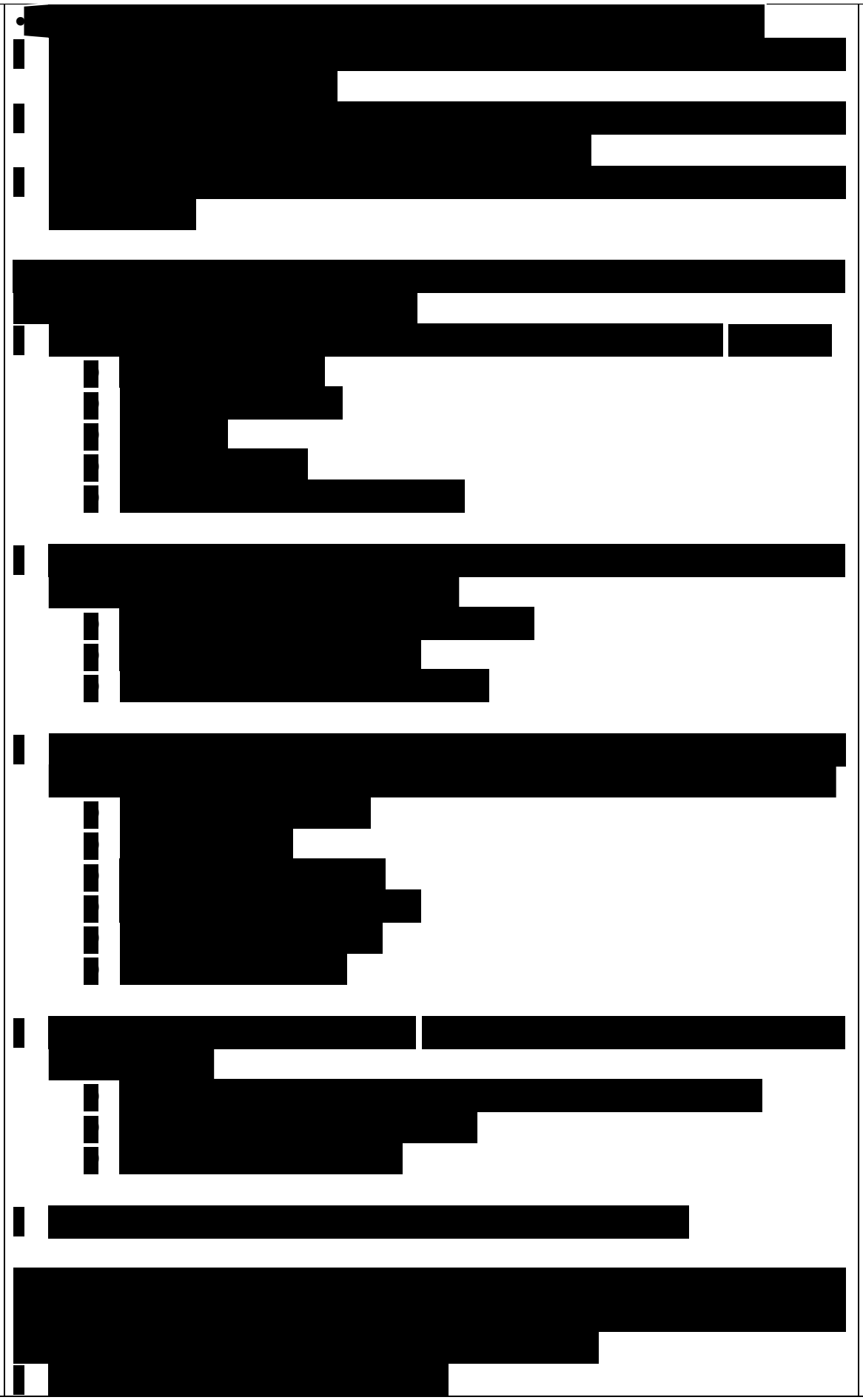
	[redacted]	
Question No.	**4. Contract Management & Implementation Questions**	**Question Weighting Within Section**
5.1	Please detail how you will mobilise a service that aligns with the recovery agenda. (max 750 words). [redacted]	5



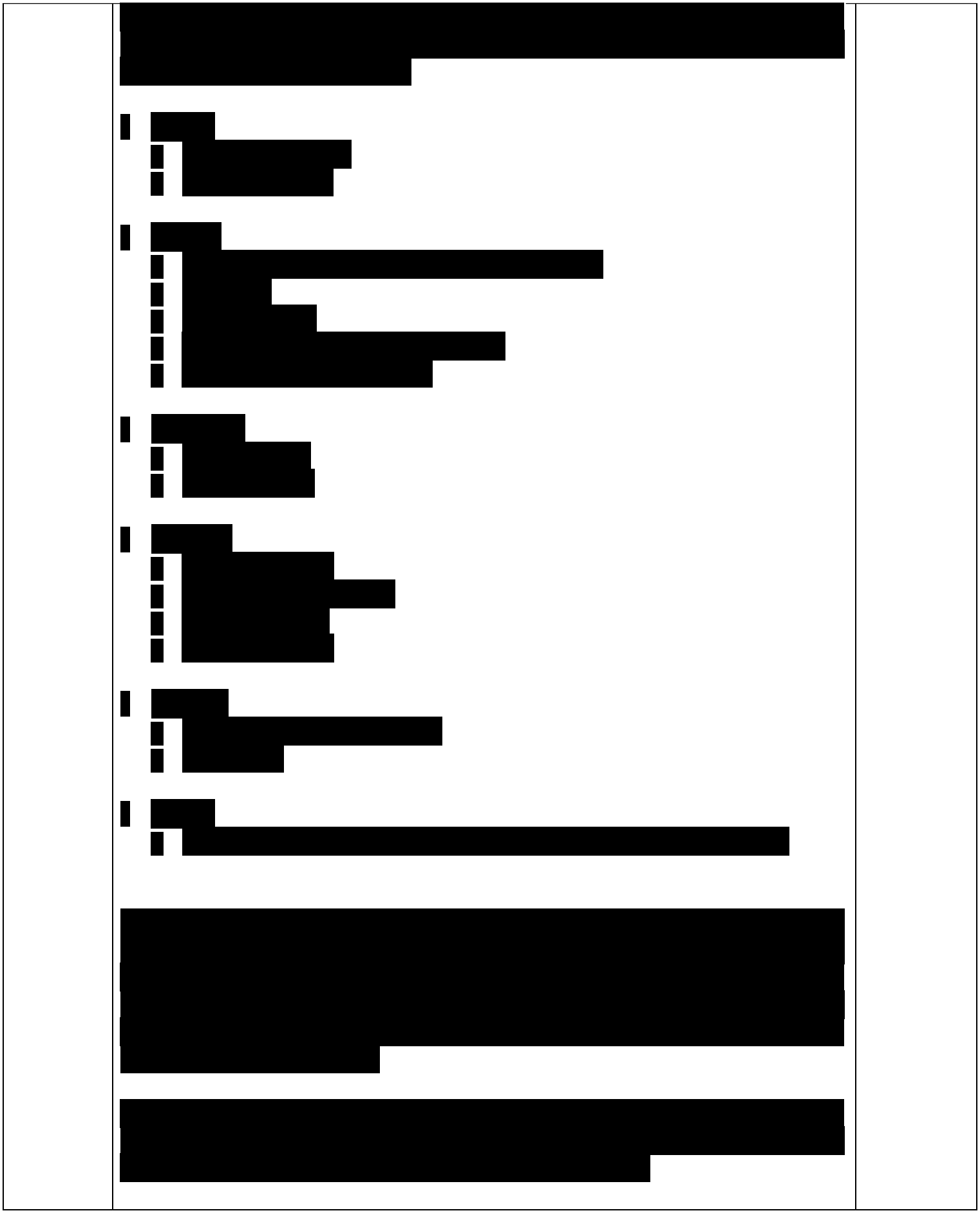
	[redacted]	
5.2	Please attach a copy of your proposed implementation plan starting at contract award and working through to service start date on the 1 February 2016 (max 1000 words). See Appendix 16	4
5.3	The transition to a new service model carries a number of risks. Please describe what you consider to be the potential risks during the transition period and how you would mitigate them giving examples to support your response (max 500 words). [redacted]	4

	[redacted]	
5.4	Please detail the additional social value outcomes you intend to achieve as part of delivering this contract. This may include the gaining of employment and /or volunteering opportunities. Detail how you will evidence the outcomes (max 500 words). [redacted]	5

		
5.5	How will you ensure performance targets are achieved and what action you will take for poor performance (if responding as a consortium please detail how this will be managed internally (max 750 words).	4



	[redacted]	
5.6	Please confirm your agreement to the Performance Management method and indicators described in the service specifications and contract. This is a PASS \ FAIL question. [redacted]	
5.7	Managing the data to demonstrate performance will be an important element of this contract. How will you ensure your organisation is able to provide the required contract performance information (max 500 words). [redacted]	4



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	[redacted]	

personal & commercial info

ARCH Initiatives
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Clatterbridge Hospital
Clatterbridge Road
Bebington
Wirral
CH63 4JY

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 14th October 2015

Sent by email to: [redacted]

Dear Sirs

RE: DMC 114 – RECOVERY ORIENTED SUBSTANCE MISUSE SERVICES SHROPSHIRE COUNCIL

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to The Public Contracts Regulations (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to the Regulations; this period will end at midnight on 11th October 2015.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the framework after the expiry of the standstill period.

We can confirm that your tender received the following scores and ranking:-

Criteria	**Your Weighted Score**	**Winning Tenderer's Total Weighted Marks**	**Your Rank** (out of all 6 tenders received)
Quality	[redacted]	[redacted]	[redacted]
Price	[redacted]	[redacted]	[redacted]
Overall	[redacted]	[redacted]	[redacted]

For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:

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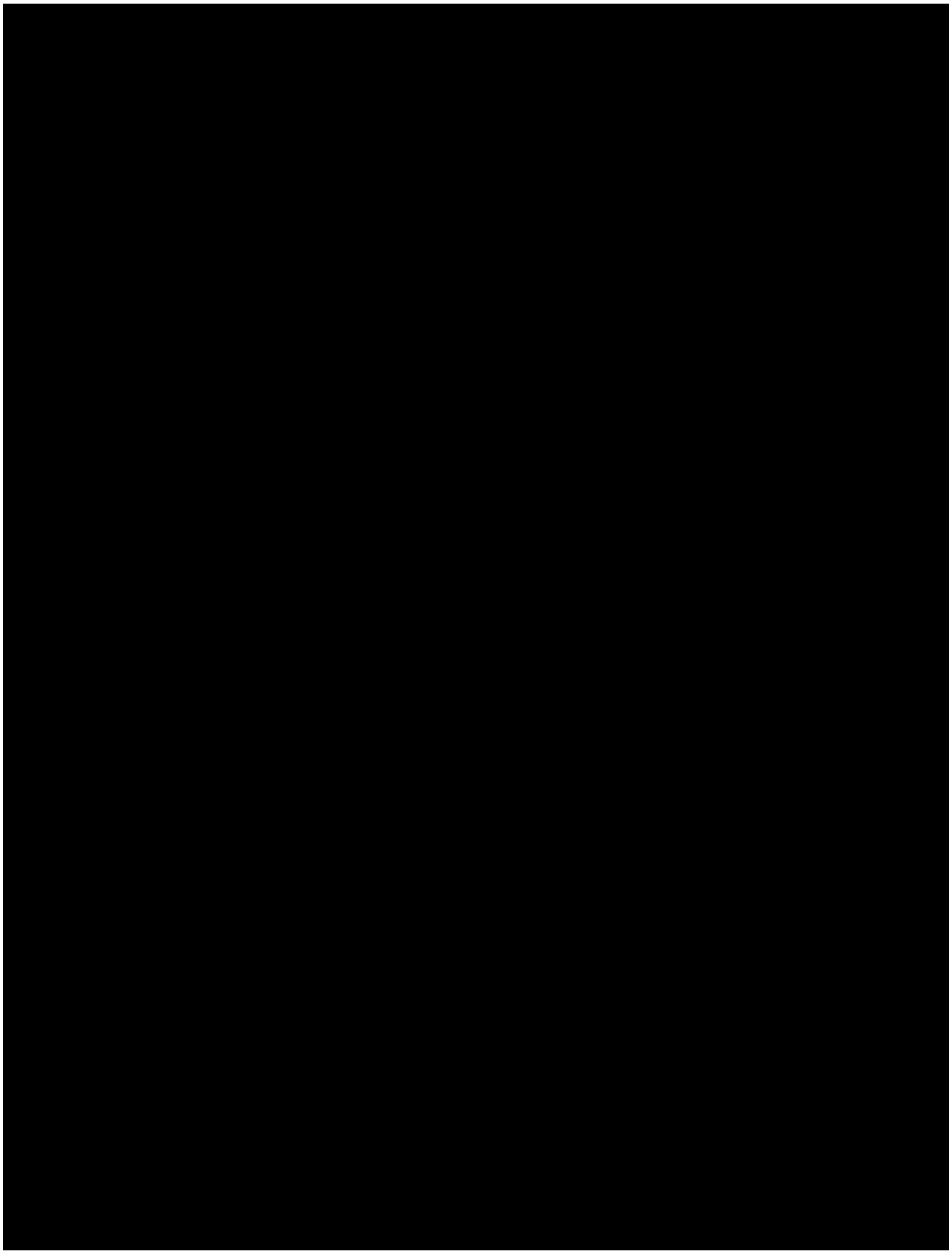

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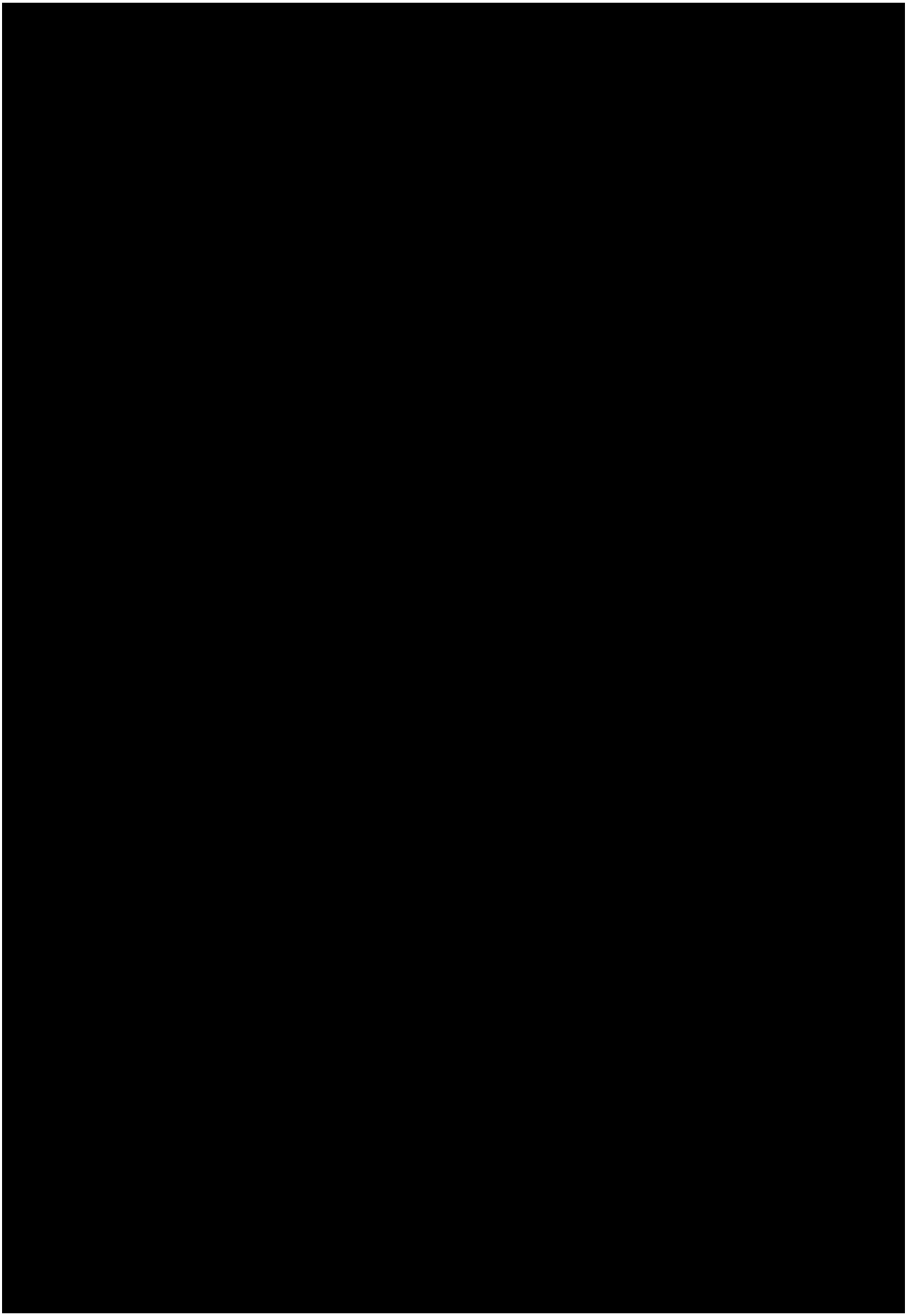

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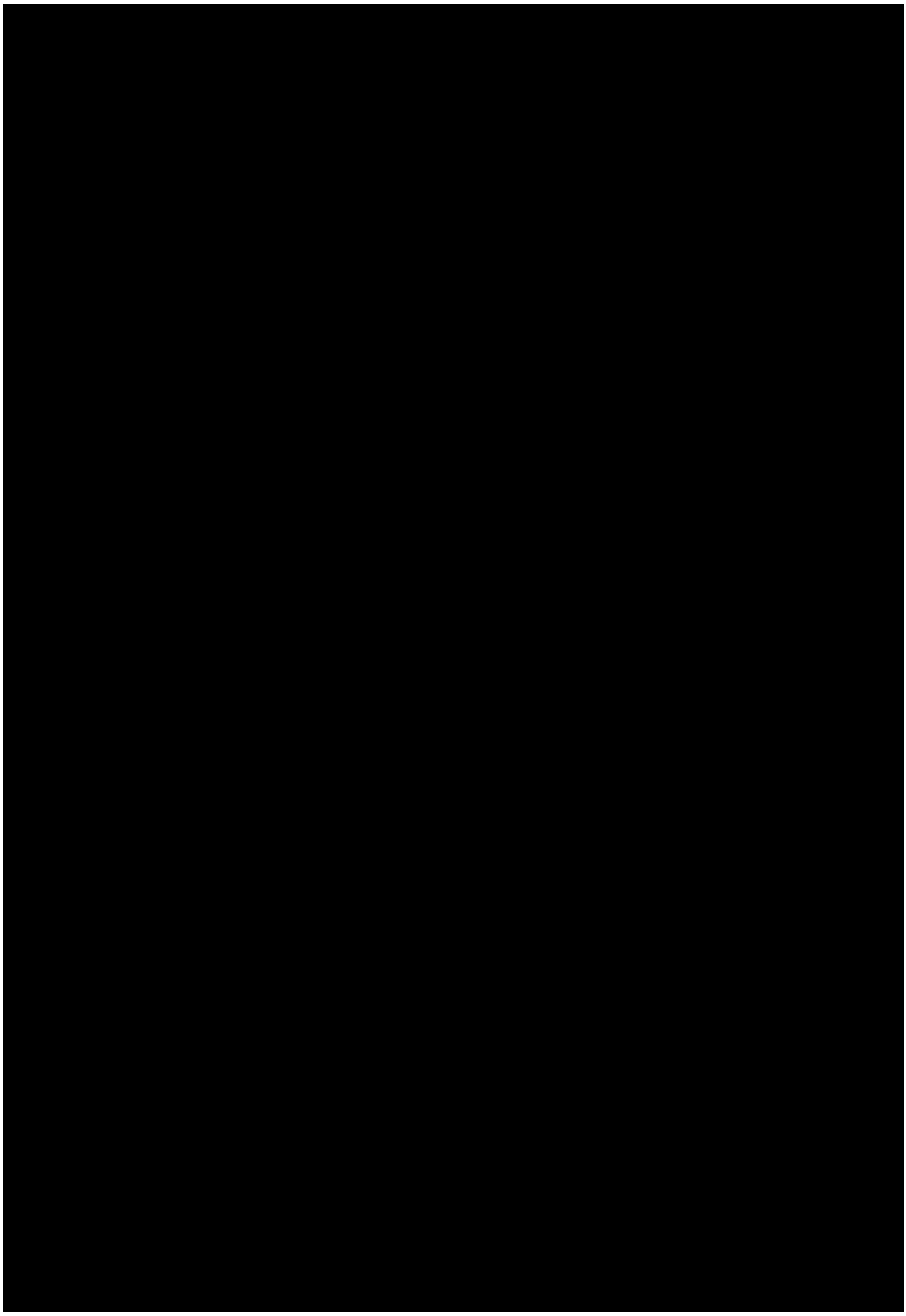

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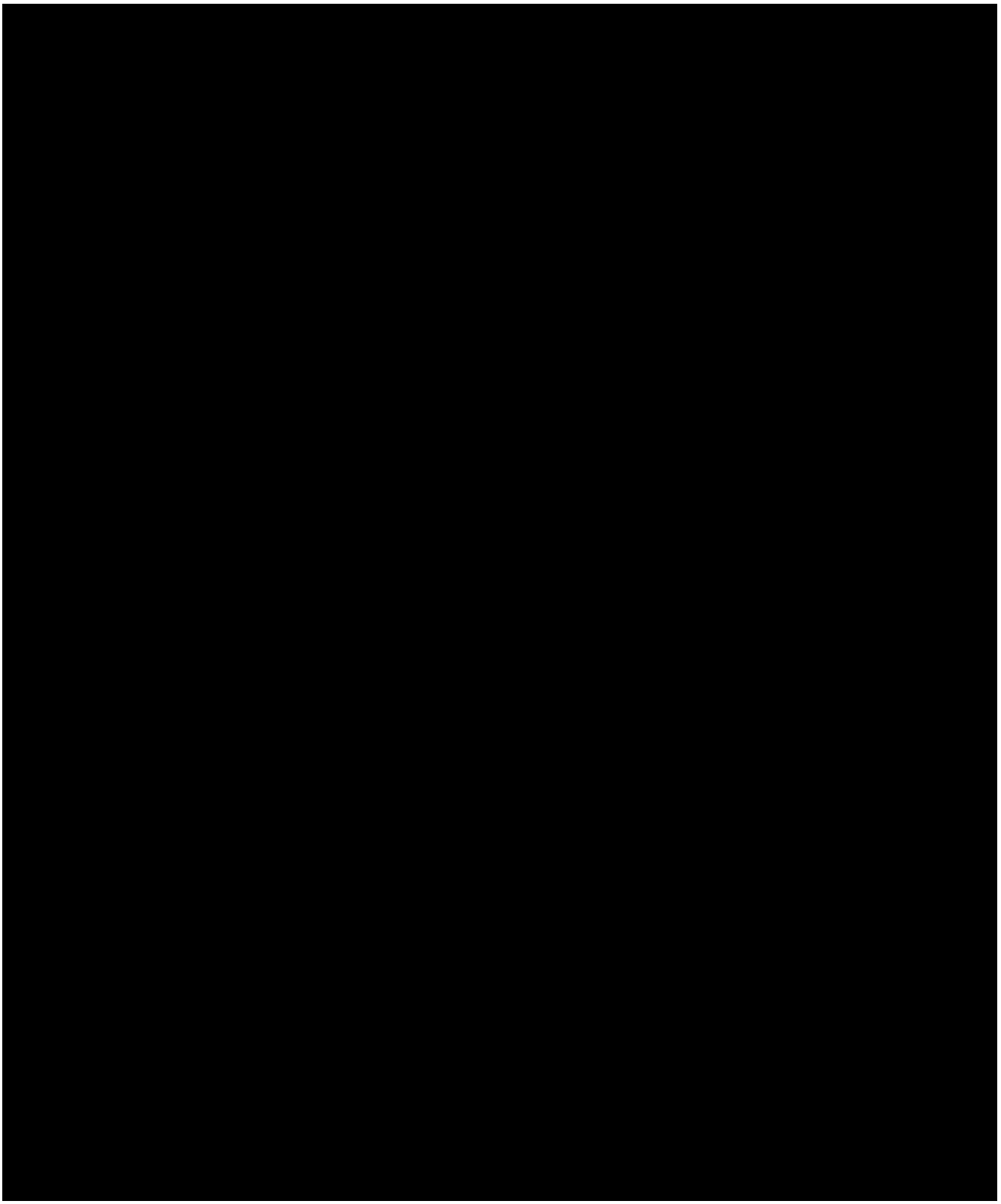

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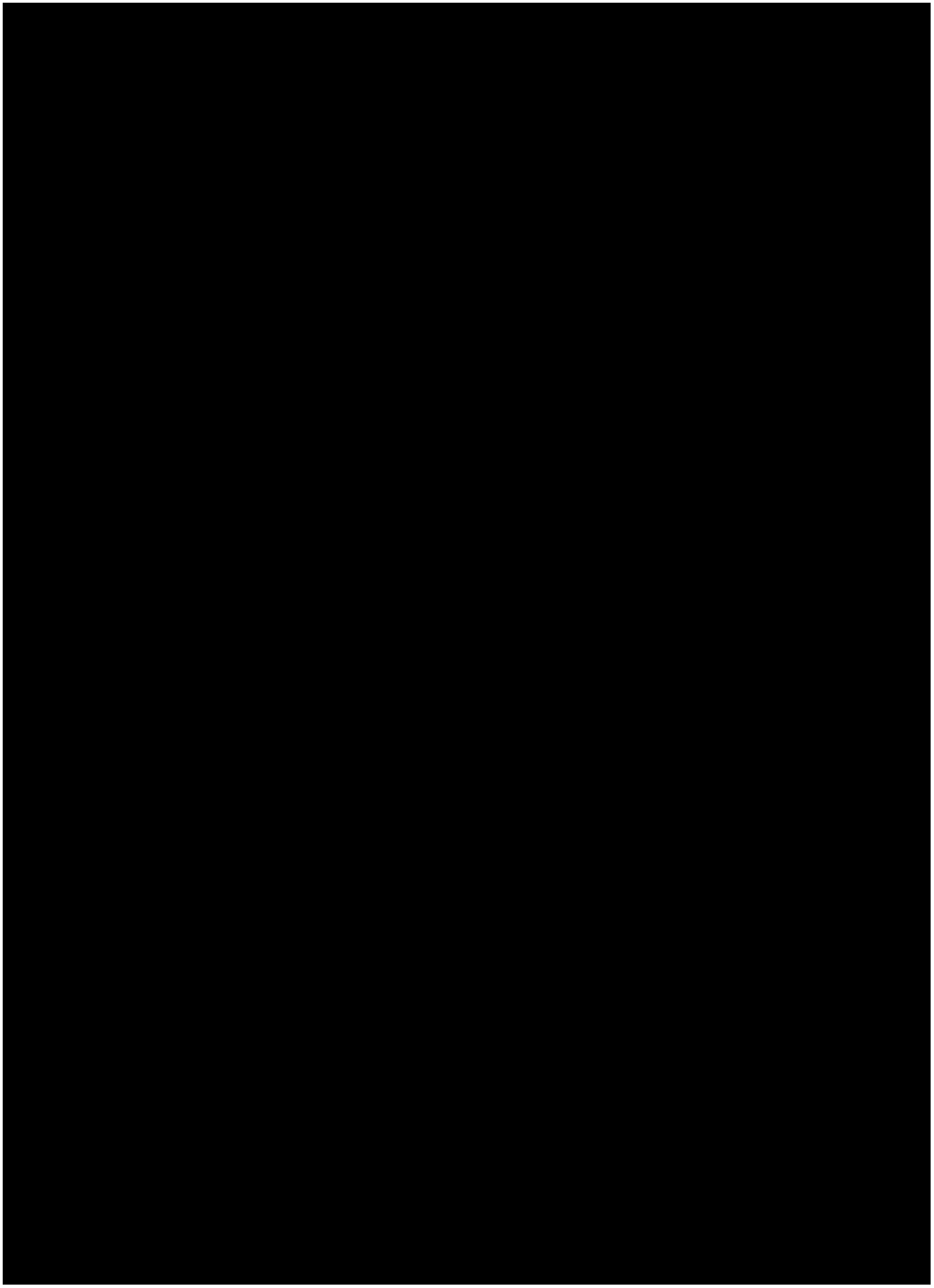

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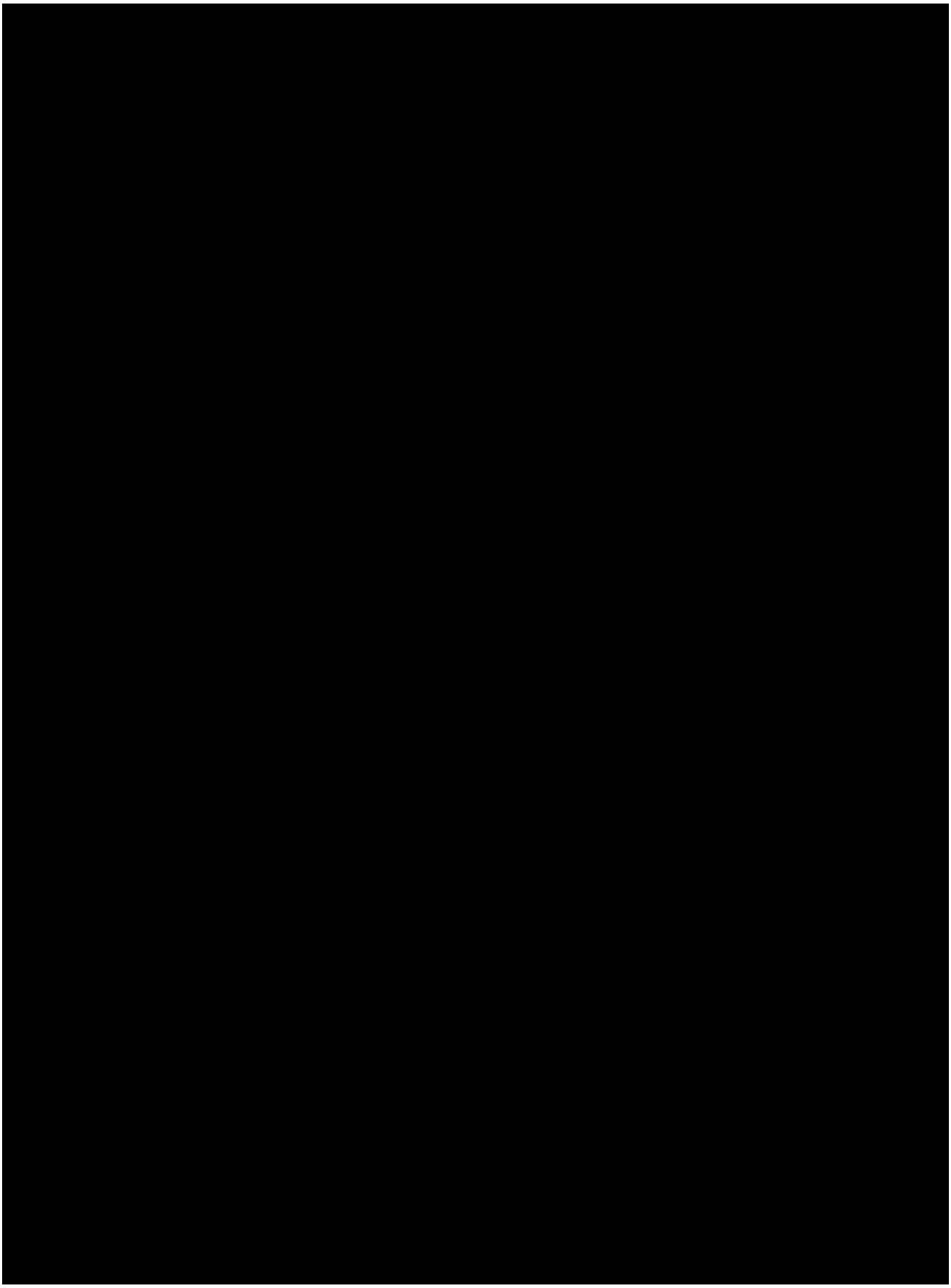

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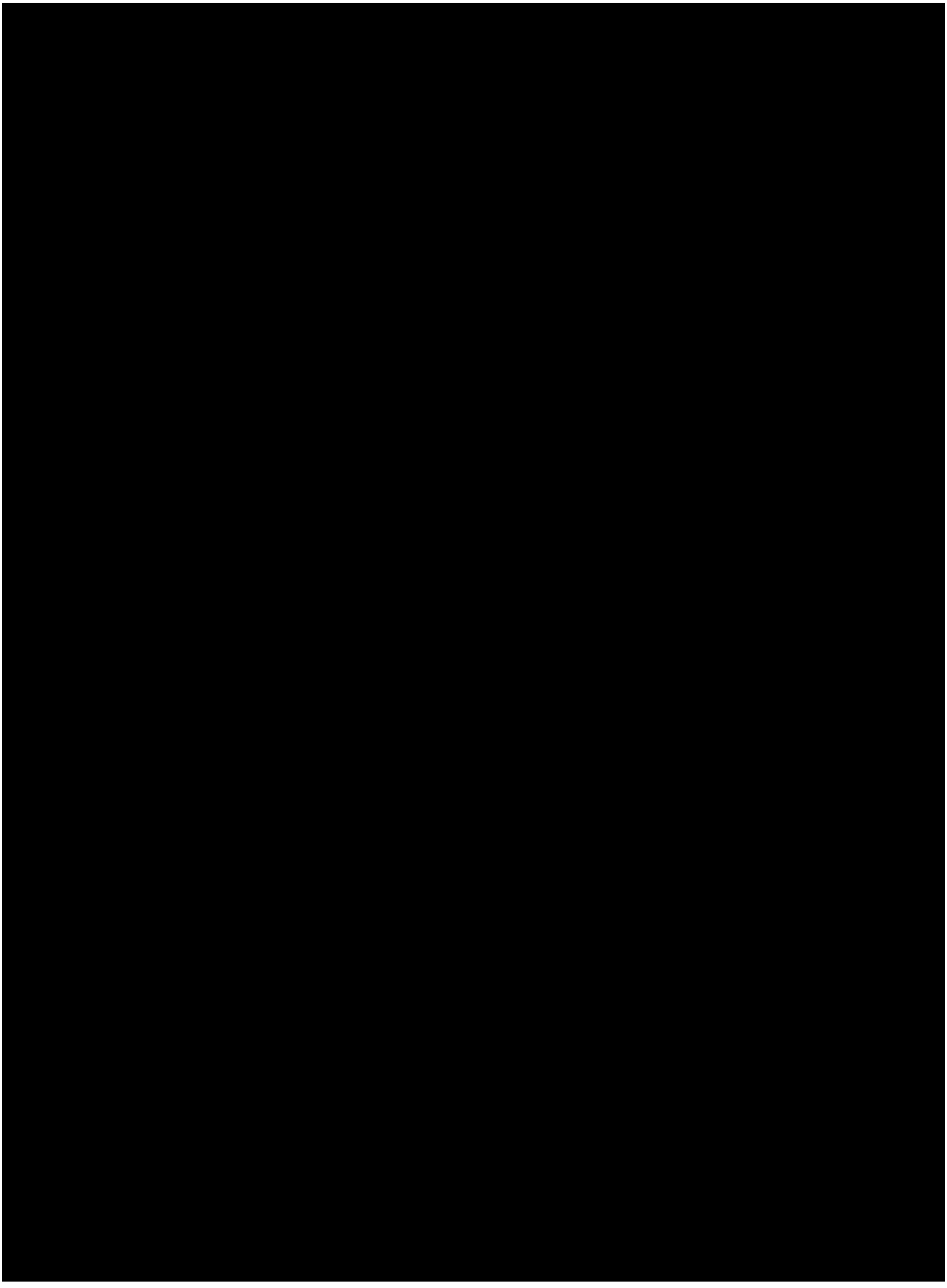

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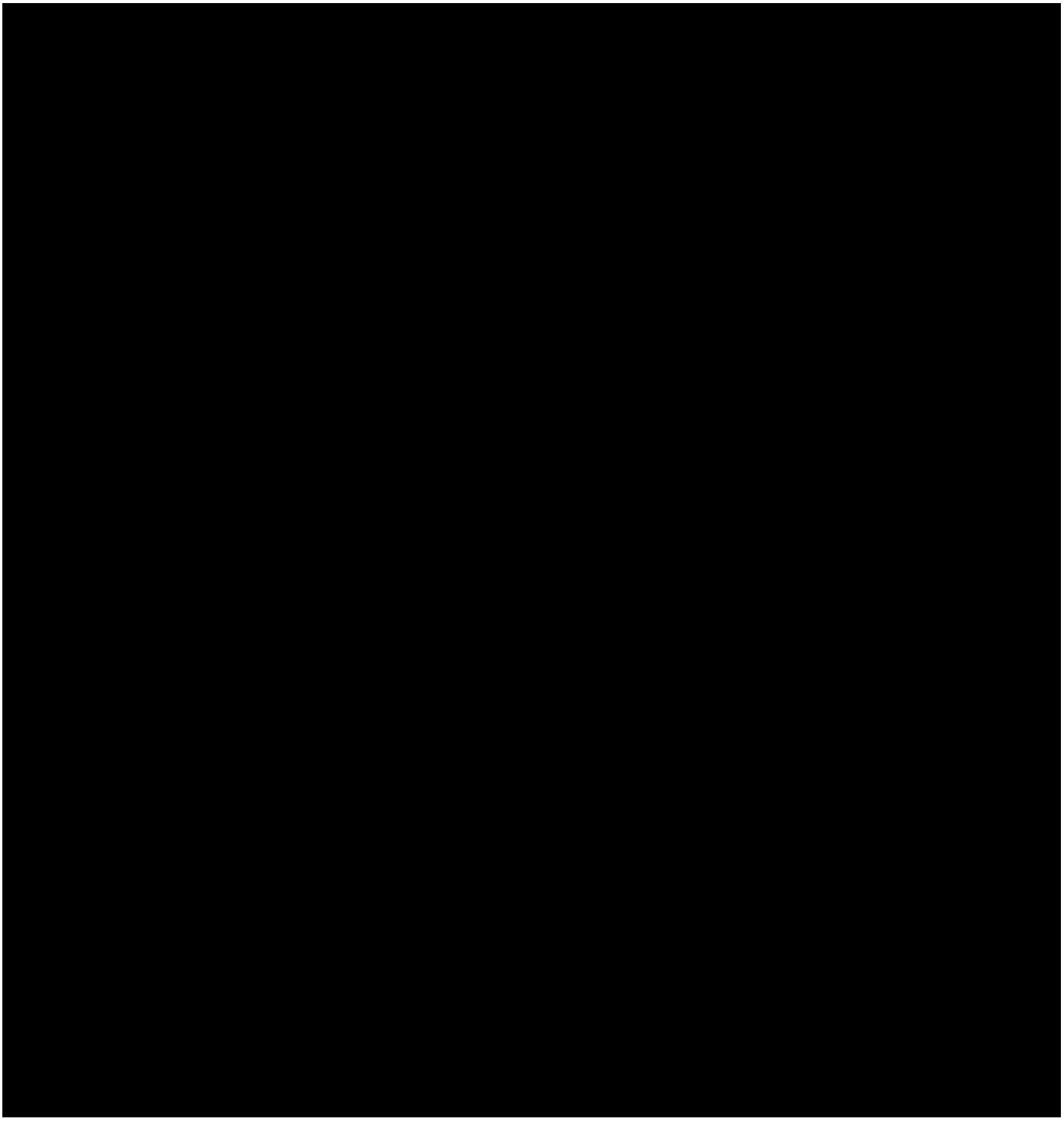

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[redacted]

We will be in touch with you again at the end of the standstill period.

Yours faithfully

[redacted]

Director of Public Health
Shropshire Council

Strategic Commissioning Lead
Public Health
Shropshire Council