

UK-Shrewsbury: Community health services.

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Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

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

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

Contact: Procurement

Main Address: www.shropshire.gov.uk

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: No.

In the case of joint procurement involving different countries, state applicable national procurement law: Not provided

The contract is awarded by a central purchasing body: No.

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Community-health-services./Q72N39RSS2>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Welfare-services-for-children-and-young-people./Q72N39RSS2> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Welfare-services-for-children-and-young-people./Q72N39RSS2>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: PMCV 009 - The Provision of 0-25 Public Health Nursing Services

Reference Number: PMCV 009

II.1.2) Main CPV Code:

85323000 - Community health services.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Shropshire Council wishes to procure a seamless 0-25 PH Nursing service that delivers the Healthy Child Programme through a progressive, proactive, innovative and collaborative approach. This new 0-25 Public Health Nursing Service will include all elements of the Healthy Child Programme from community through to universal partnership plus. Many of these elements are currently delivered, in conjunction with partner agencies, through Health Visiting, Family Nurse Partnership and School Nursing services.

II.1.5) Estimated total value:

Value excluding VAT: 11,664,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council wishes to procure a seamless 0-25 PH Nursing service that delivers the Healthy Child Programme through a progressive, proactive, innovative and collaborative approach. The new 0-25 Public Health Nursing Service will include all elements of the Healthy Child Programme from community through to universal partnership plus. Many of these elements are currently delivered, in conjunction with partner agencies, through Health Visiting, Family Nurse Partnership and School Nursing services.

Health, wellbeing and resilience are essential to the development of all our children now and for their future. Evidence through the national Healthy Child Programme shows that we can achieve this through a strong children and young people's Public Health service.

Local Authorities are now responsible for commissioning Public Health Nursing services for 0-19 year olds and up to 25 where additional needs are identified. This provides us with opportunities to develop these to ensure we are providing a coherent, effective, flexible approach that uses a greater skill mix of staff delivering services in homes, community settings, schools and FE colleges to meet the needs of the children and young people of Shropshire.

The specification for this contract will:

- provide an opportunity to tailor services to what is needed within localities and commu

This contract will ensure the following service specific outcomes:

- children and young people have an appropriate understanding and develop better self-management skills, including resilience; being ready to learn and ready for school;
- parents and carers have improved knowledge, understanding and behaviours to develop better parenting skills and resilience;
- an improved understanding by professional, voluntary and community sector workers of their respective roles in developing comprehensive support for children and young people;
- safeguarding of children and young people and mandated health reviews are prioritised.

A new, integrated and locality-focussed service will create greater opportunities for delivering a more coherent universal service that covers 0-25 year olds in Shropshire and ensure that those children, young people and families that need greater support can be identified and provided with continuity of care and support, where and when it is needed.

This is a notice for Social and specific services in accordance with Directive 2014/24/EU Article 74 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 council will be 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.

Applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations' 2006 ('TUPE') will apply to this contract. Applicants should also note that staff subject to a TUPE transfer may include transferring staff who originate from an NHS Body or other employer which participates automatically in the NHS Pension Scheme. Such staff (referred to as 'Eligible Employees') are entitled to pension protection under the provisions of Fair Deal for Staff Pensions where they remain employed in connection with the 0-25 Public Health Nursing services. The Applicant will need to make appropriate pension provision for the Eligible Employees in accordance with the requirements set out in Section C of the proposed service agreement. Applicants are advised to seek their own legal advice regarding these matters.

The contract will be for an initial period of 3 years commencing on the 1st October 2017 with the option to extend for a further period of up to 4 further 12 month periods exercisable by the Local Authority.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 11,664,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/10/2017 / End: 30/09/2020

This contract is subject to renewal: Yes

Description of renewals: 7 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

See tender documentation

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation

Minimum level(s) of standards possibly required (if applicable) :

See tender documentation

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation

Minimum level(s) of standards possibly required (if applicable) :

See tender documentation

III.1.5) Information about reserved contracts (if applicable)

The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons: No

The execution of the contract is restricted to the framework of sheltered employment programmes: No

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Execution of the service is reserved to a particular profession

Reference to the relevant law, regulation or administrative provision:

See tender documentation

III.2.2) Contract performance conditions

See tender documentation

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: No

Section IV: Procedure

IV.1) Description OPEN

IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement - NO

In the case of framework agreements justification for any duration exceeding 4 years: Not Provided

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 18/04/2017 Time: 12:00

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,

IV.2.6) Minimum time frame during which the tenderer must maintain the tender: Not Provided

IV.2.7) Conditions for opening of tenders:

Date: 18/04/2017

Time: 12:00

Place:

Shirehall, Abbey Foregate, Shrewsbury SY2 6ND

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: No

Estimated timing for further notices to be published: Not provided

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

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.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Community-health-services./Q72N39RSS2>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/Q72N39RSS2>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

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

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

VI.4.2) Body responsible for mediation procedures:

Not provided

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

VI.4.4) Service from which information about the lodging of appeals may be obtained:

Shropshire Council

Shirehall, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252992

VI.5) Date Of Dispatch Of This Notice: 09/03/2017

**Commissioning Development & Procurement
Place & Enterprise**
Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

9 March 2017

Dear Sirs

**PMCV 009 - THE PROVISION OF 0-25 PUBLIC HEALTH NURSING SERVICES
SHROPSHIRE COUNCIL**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions for Tendering (for completion and return)
2. Tender Response Document (for completion and return)
3. Finance Schedule (for completion and return)
4. TUPE Information Confidentiality Undertaking (for completion and return)
5. Contract terms and conditions including specification.

Tenders should be made on the enclosed Tender Response Document and Finance Schedule. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 18th April 2017** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 7th March 2017 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, 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.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **11th April 2017**.

Please note it is intended to invite short-listed organisations submitting tenders to interview on **25th May 2017** please therefore keep available this date.

TUPE information is available to all bidders. To obtain the same please complete the TUPE confidentiality undertaking and return a signed copy through the Delta e-tendering portal.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

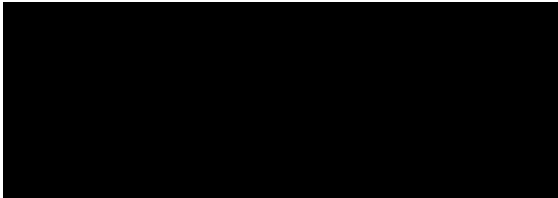
Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

personal info

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

If you have any queries relating to this invitation to tender, please contact us through the Delta e-tendering portal.

Yours faithfully



Commissioning Development and Procurement Manager
Commissioning Development and Procurement
Place & Enterprise
Enc.

PRICING SCHEDULE

SHROPSHIRE COUNCIL

SHROPSHIRE PROVISION OF A 0-25'S PUBLIC HEALTH NURSING S

BIDDER NAME:

DATE

SCHEDULE

SERVICE

PMCV 009 – The Provision of 0-25 Public Health Nursing Services Confidentiality Undertaking Regarding TUPE

[Date] 2017

[NAME]

Your ref: *

Our ref: PMCV 009

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.



INSTRUCTIONS FOR TENDERING

**PMCV 009 - THE PROVISION OF 0-25
PUBLIC HEALTH NURSING SERVICES
SHROPSHIRE COUNCIL**

Contract Description:

Shropshire Council wishes to procure a seamless 0-25 PH Nursing service that delivers the Healthy Child Programme through a progressive, proactive, innovative and collaborative approach. The new 0-25 Public Health Nursing Service will include all elements of the Healthy Child Programme from community through to universal partnership plus. Many of these elements are currently delivered, in conjunction with partner agencies, through Health Visiting, Family Nurse Partnership and School Nursing services

Health, wellbeing and resilience are essential to the development of all our children now and for their future. Evidence through the national Healthy Child Programme shows that we can achieve this through a strong children and young people's Public Health service.

Local Authorities are now responsible for commissioning Public Health Nursing Services for 0-19 year olds and up to 25 where additional needs are identified. This provides us with opportunities to develop these to ensure we are providing a coherent, effective, flexible approach that uses a greater skill mix of staff delivering services in homes, community settings, schools and FE colleges to meet the needs of the children and young people of Shropshire.

The specification for this contract will:

- provide an opportunity to tailor services to what is needed within localities and communities across the county;
- focus on improving accessibility of services,
- enable continuity through transition points for children and young people,
- deliver improved child health outcomes in Shropshire.

This contract will ensure the following service specific outcomes:

- children and young people have an appropriate understanding and develop better self-management skills, including resilience; being ready to learn and ready for school;
- parents and carers have improved knowledge, understanding and behaviours to develop better parenting skills and resilience;
- an improved understanding by professional, voluntary and community sector workers of their respective roles in developing comprehensive support for children and young people;
- safeguarding of children and young people and mandated health reviews are prioritised.

A new, integrated and locality-focussed service will create greater opportunities for delivering a more coherent universal service that covers 0-25 year olds in Shropshire and ensure that those children, young people and families that need greater support can be identified and provided with continuity of care and support, where and when it is needed.

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 council will be 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.

Applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') and relevant Pension Regulations will apply to this contract. Applicants are advised to seek their own legal advice about the practicality of these regulations.

Applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Applicants should also note that staff subject to a TUPE transfer may include transferring staff who originate from an NHS Body or other employer which participates automatically in the NHS Pension Scheme. Such staff (referred to as 'Eligible Employees') are entitled to pension protection under the provisions of Fair Deal for Staff Pensions where they remain employed in connection with the 0-25 Public Health Nursing services. The Applicant will need to make appropriate pension provision for the Eligible Employees in accordance with the requirements set out in Section C of the proposed service agreement. Applicants are advised to seek their own legal advice-regarding these matters.

The contract will be for an initial period of 3 years commencing on the 1st October 2017 with the option to extend for a further period of up to 4 further 12 month periods exercisable by the Local Authority.

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1.0 Invitation to Tender

- 1.1 You are invited to tender for the provision of 0-25 Public Health Nursing Service.as detailed in the Specification. The contract will be for an initial period of up to 3 years commencing on 1st October 2017 with the option to extend for 4 further 12 month periods exercisable by Shropshire council
- 1.2 Tenders are to be submitted in accordance with the Terms and Conditions of contract 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 selection matters raised in the invitation to tender. 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 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

2.0 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the Terms and Conditions of Contract 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 Tender Submission

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, 18th April 2017**.

4.2 No unauthorised alteration or addition should be made to the Specification and 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 Tender Evaluation

6.1 The Tenderers may be called if short-listed 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.

6.2 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.

7.0 Clarifications

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than **11th April 2017**.
- 7.5** 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.
- 7.6** 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.

8.0 Continuation of the Procurement Process

8.1 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.

8.2 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.

8.3 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.

9.0 Confidentiality

9.1 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.

9.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

9.3 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.

9.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

9.4.1 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;

9.4.2 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

9.4.3 Tenderers shall not undertake any publicity activity within any section of the media.

- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** 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
 - 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
 - 9.5.3** 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
 - 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** 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.

9.7 Transparency of Expenditure

Further to its 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.

10.0 Freedom of Information

- 10.1** 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.
- 10.2** 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.
- 10.3** 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.

- 10.4** 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.
- 10.5** 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>

11.0 Disqualification

- 11.1** The Council reserves the right to reject or disqualify a Tenderer’s Tender submission where:
 - 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach relating to or is guilty of Bribery and Corruption or a serious or intentional or reckless misrepresentation in supplying any information required; or
 - 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
 - 11.1.3** 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.
 - 11.1.4** 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.

11.2 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.

11.3 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.

12.0 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.

13.0 Award of Contract

13.1 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.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) 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.

14.0 Value of Contract

Tenders must be submitted within a financial envelope of £3,888,170 per annum or a total of £11,664,510 for the 3 years of the contract. This financial envelope is inclusive of £60,000 per annum grant for Strengthening Families from Troubled Families. (£180,000 for the 3 year contract). This element however is dependent on the successful Tender delivering the required outcomes. Bidders should refer to the Service Specification document.

15.0 Acceptance

- 15.1** 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.
- 15.2** The Tender documentation including, the Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.
- 15.3** The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being **1st October 2017**.

16.0 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.

17.0 Liability of Council

- 17.1** The Council does not bind himself to accept the lowest or any tender.
- 17.2** 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.
- 17.3** 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.
- 17.4** 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.
- 17.5** 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.

18.0 The Contractor agrees that where requested in writing during the term of any Agreement for the supply of services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

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

PUBLIC HEALTH SERVICES DRAFT CONTRACT

SHROPSHIRE COUNCIL (1)

AS AUTHORITY

AND

[Insert Name] (2)

AS PROVIDER

Contract Reference: PMCV 009

**CONTRACT FOR THE
PROVISION OF PUBLIC HEALTH SERVICES
0-25 Public Health Nursing
(encompassing the Family Nurse
Partnership and Strengthening Family
services)**

PUBLIC HEALTH SERVICES DRAFT CONTRACT

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SECTION A: THE PARTICULARS

This Contract is made on 2017

PARTIES

- (1) SHROPSHIRE COUNCIL of Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND (the **Authority**); and
- (2) [insert name of Provider] of [insert address] (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. These health service functions include School Nursing Services, and by virtue of the Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) and Local Authority (Public Health, Health and Wellbeing Boards and Health Scrutiny) (Amendment) Regulations 2015) the Health Visiting Service, including all mandated functions in accordance with the 2014/15 National Core Health Visiting Service Specification and Family Nurse Partnership Service (Shropshire), providing support to first time teenage mothers. 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 from the dates specified in each Service Specification for the duration of the Term. .

IT IS AGREED

A1. CONTRACT

- A1.1. This Contract is comprised of:
- a) these Particulars (Section A);
 - b) the General Terms and Conditions (the 'General Conditions') in (Section B); and
 - c) the Special Terms and Conditions (the 'Special Conditions') in (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 A.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*), 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 B;
 - b) Section C; 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 1st October 2017 (the 'Service Commencement Date').

PUBLIC HEALTH SERVICES DRAFT CONTRACT

- A3.3. This Contract shall expire automatically on 30th September 2020 (the 'Expiry Date'), unless it is extended or terminated earlier in accordance with the provisions of this Contract.
- A3.4. It is agreed between the Parties that the Authority may extend this Contract at the expiry of the Initial Term for further periods of up to 12 months (Extension Period) (up to a maximum of four Extension Periods) from the Initial Expiry Date).
- A3.5. If the Authority decides that it wishes to extend this Contract after the expiry of the Initial Term it shall notify the Provider in writing at least 6 months in advance of the expiry date of the Initial Term and shall advise the Provider of the intended duration of the Extension Period.
- A3.6. If the Authority decides that it does not wish to extend this Contract after the Initial Term or (where this Contract has been continued by an Extension Period) at the end of any subsequent Extension Period then this Contract shall terminate on the Initial Expiry Date or the last date of any Extension Period (whichever is the later) and the provisions of B33 (Consequences of Expiry or Termination) shall apply.
- A3.7. Where the Authority has exercised its option to extend this Contract by an Extension Period it shall notify the Provider in writing at least 6 months in advance of the expiry date of each Extension Period as to whether it intends to extend this Contract for a further Extension Period (subject to the maximum number of Extension Periods permitted) or terminate this Contract in accordance with its terms
- A3.8. For the avoidance of doubt:
a) the terms of this Contract shall continue in full force and effect to any Extension Period and any reference to "contract period" shall include an Extension Period; and
b) the total duration of this Contract (including all permitted Extension Periods) shall not exceed Seven years from the Service Commencement Date

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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: [REDACTED]
Title: Director of Public Health
Contact Details: Public Health Department, Shirehall, Abbey Foregate,
Shrewsbury, SY2 6ND.
Telephone: 01743 253934.
Email: [REDACTED]

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: [insert name]
Title: [insert title]
Contact Details: [insert]

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: Shropshire Council
Address: Shirehall, Abbey Foregate
Shrewsbury
Shropshire
SY2 6ND.

For the attention of: Director of Public Health Prof Rod Thomson
Tel: 01743 253934.
Email: [REDACTED]

- b) For the Provider:
Address: [to be completed]
For the attention of: [to be completed]
Tel: [to be completed]

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

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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. 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 and on behalf of
the AUTHORITY**

**Claire Porter
Name**

.....
Signature - Head of Legal and Democratic Services

.....
Date

**Tim Collard/Helen Powell
Name**

.....
Signature - Legal Services Manager

.....
Date

**SIGNED by [Insert Authorised
Signatory's Name]
for and on behalf of
the PROVIDER**

.....
Signature

.....
Title

.....
Date

PUBLIC HEALTH SERVICES DRAFT CONTRACT

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 that Service User's domiciliary care setting or circumstances (as applicable) where that environment poses a level of risk to the Staff engaged in the delivery of the relevant Service that the Provider reasonably considers to be unacceptable; or
 - d) where expressly instructed not to do so by an emergency service provider who has authority to give such instruction, for so long as that instruction applies.
- 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;

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- 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.

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- B5.5 The Provider and any Sub-Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by Equality and Human Rights Commission, which give practical guidance to Local Authorities on the elimination of discrimination.
- B5.6 In the event of any finding of unlawful discrimination being made against the Provider and any Sub-Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equality and Human Rights Commission over the same period, the Provider and any Sub-Contractor shall inform the Authority of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- B5.7 The Provider and any Sub-Contractor employed by the Provider will provide a copy of its policies to the Authority at any time upon request. In addition, the Authority may reasonably request other information from time to time for the purpose of assessing the Provider's compliance with the above conditions.
- B5.8. 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) whether by provision of a translation service or referral to an appropriate service provider.
- B5.9. 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.
- B5.10. In performing its obligations under this Contract, the Provider shall and shall ensure that each of its sub-contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015

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.
 - e) it can provide a clear DBS Certificate (Standard, Enhanced or Enhanced and DBS Barred List at the Provider's discretion) for each of the Staff engaged in the Services
- 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.

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- 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 TUPE.
- B7.10. The Provider must comply and must ensure that any Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to any persons who transfer to the employment of the Provider or that Sub-Contractor by operation of TUPE and/or COSOP as a result of this Contract or any Sub-Contract, and that the Provider or the relevant Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment.

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- B7.11. The Provider shall indemnify and keep indemnified the Authority and any Successor Provider against any Losses incurred by the Authority and/or the Successor Provider in connection with any claim or demand by any transferring employee under TUPE including but not limited to:
- B7.11.1 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any relevant transfer under TUPE and/or COSOP;
 - B7.11.2 any claim by any person that any proposed or actual substantial change by the Provider and/or any Sub-Contractor to that person's working conditions or any proposed measures on the part of the Provider and/or any Sub-Contractor are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor; and/or
 - B7.11.3 any claim by any person in relation to any breach of contract arising from any proposed measures on the part of the Provider and/or any Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor.
- B7.12 The Provider must indemnify and keep indemnified the Authority and any Successor Provider against any Losses in respect of any inaccuracy in or omission from the information provided under clause B7.9 above
- B7.13. The Parties agree that in addition to this clause B7. the provisions of Section C1 (TUPE) and C2 (Pensions) shall apply to any Relevant Transfer of staff under this Contract

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 in arrears for payment of the Charges monthly (or such other frequency agreed between the Parties in writing) which the Authority shall pay within 30 days of receipt. . In the event of late payment, interest thereon shall be charged at the Default Interest Rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after Judgment.
- B8.4. The Charges are stated 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.
- 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).

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- 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 A.B30 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 0.
- 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 against any sum due to the other Party under this Contract or any other agreement between the Parties.
- B8.10. The Provider agrees that where it receives payment via the national tariff for undertaking Looked After Children health reviews all such monies shall be reinvested in the Services covered by this Contract and it shall provide evidence of having done so at the end of a Financial Year and at any time during the term of this Contract at the Authority's request.
- B8.11. This Contract is contingent upon the Authority receiving adequate funding from central government to enable it to commission the Services and the Authority can in no way warrant represent or guarantee the continuation of such funding throughout the duration of the term of this Contract. In the event that central government withdraws or reduces funding the Authority may at any time either terminate or modify (as is appropriate and reasonable subject to any funding constraints placed upon it) the Services commissioned by this Contract by serving reasonable written notice on the Provider. Where notice to terminate this Contract is given pursuant to this clause B8.10, this Contract will terminate on the date specified in the notice.

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:

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- 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 and may be appended at Appendix F (*Safeguarding Policies*).
- 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.

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- 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.
 - k) shall provide all reasonable support to the Authority in fulfilling its obligations, aims and objectives under the Shropshire Corporate Parenting Strategy 2016-2018 (as may be updated or amended from time to time) details of which can be found on the Authority's website at [https://shropshire.gov.uk/committee-services/documents/s12507/Appendix 1 Shropshire Corporate Parenting 2016 Final.pdf](https://shropshire.gov.uk/committee-services/documents/s12507/Appendix%201%20Shropshire%20Corporate%20Parenting%202016%20Final.pdf)
- 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.

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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 B11.1 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.
- B13.3. 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.
- B13.4. Subject to Guidance and where appropriate, the Service User health records should include the Service User's verified NHS number.
- B13.5. 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.
- B13.6. The Provider undertakes to:
- a) implement and maintain security standards, processes, procedures, practice and controls to the same standard which they apply to personal confidential identifiable data and in accordance with the 'Community Health Provider' NHS Information Governance Toolkit standards to a minimum of Level 2 compliance for its 'organisation type' (as defined in the HSCIC IG Toolkit User Guide – Organisation Types);

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b). The Provider shall provide assurance that good information governance practices are being maintained and must demonstrate, and will allow the Authority to audit, that the Provider (and all Sub-contractors processing Service User information) meets or exceeds the NHS Information Governance Toolkit standards required for its organisation type.

c) 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:

i) 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

ii) 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

B13.7 The Provider shall ensure that it has and shall maintain throughout the term of this Contract full and resilient access to an N3 connection 365 days per year which includes (where required) integration with EMIS and registration for N3 IG SOC governance requirements

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.

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

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- B17.2. In addition to the requirements of clause B17.1 the Provider shall operate a complaints procedure in respect of the Services to deal with any complaint received about the standard of services or the manner in which any Services have been supplied or work has been performed or any other matter connected with the performance of the Provider's obligations under this Contract ("the Complaints Procedure"). For the avoidance of doubt, any complaint or issue that the Authority has in respect of the Provider's performance of this Contract shall be dealt with in accordance with the remainder of this Contract.
- B17.3. The Provider's Complaints Procedure shall comply with applicable Law and the requirements of any regulatory body to which the Provider is subject or which are applicable to the Service being provided (including any change in such requirements) and shall meet the following minimum standards:
- a) is easy for complainants to access and understand
 - b) clearly sets out time limits for responding to complaints and keeping the complainant and the Authority informed of progress;
 - c) provides confidential record keeping to protect employees under this Contract and the complainant
 - d) provides information to the Provider's management so that services can be improved
 - e) provides effective and suitable remedies
 - f) is regularly monitored and audited and which takes account of complainant and Authority feedback
- B17.4. The Provider shall inform any users of the Services provided under this Contract of the existence of the complaints procedure and how to access it and will make its Complaints Procedure available on request.
- B17.5. The Provider shall investigate and deal with any complaints it receives about the Services, whether direct from the public or Services Users, or referred to it by the Authority, in accordance with its published Complaints Procedure. The Provider shall within 10 Working Days (and in so doing, shall) ensure that:
- a) it promptly, and within a maximum of 10 days of receiving the complaint, notifies the complainant that it is dealing with the complaint
 - b) under no circumstances is a complaint investigated by a member of its staff employed under this Contract who may be part of the complaint.
 - c) someone who is independent of the matter complained of carries out the investigation
 - d) the complainant is made aware that they are entitled to have the complaint investigated by the Authority if they are not satisfied with either the process of investigation or finding of the Provider's investigations
 - e) it deals with the complaint fully, expeditiously and fairly and shall use its reasonable endeavours to resolve the complaint within 28 Working Days of receiving the complaint unless there are extenuating circumstances which should be notified to the complainant together with a revised timetable for when the complaint is likely to be resolved
 - f) where a complaint is received by the Provider relating to the policy or decisions of the Authority rather than the Provider's delivery of its obligations under this Contract, the Provider shall promptly, and within two Working Days, refer the complaint to the Authority for investigation.
- B17.6. The Provider shall ensure that all its employees and persons employed under this Contract are made aware of its Complaints Procedure and shall designate one employee (who shall be identified to the Authority) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- B17.7. The Provider shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Authority within 5 Working Days of being requested or at 12 monthly intervals in any event.
- B17.8. Where the Authority is investigating a complaint the Provider is required to participate fully in all investigations within the timescales requested by the Authority.
- B17.9. The Provider should note that if a complaint is made to the Authority by a third party relating to the services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Authority requires the Provider to fully to co-operate in such investigation. If the Authority is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Provider the Provider shall indemnify the Authority in respect of the costs arising from such maladministration or injustice.

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- B17.10. In addition to the above, 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.

- B19.3. In the event that a Review Meeting reveals that the Provider is not, in the reasonable opinion of the Authority, satisfactorily performing or meeting its obligations under this Contract the Authority may take such action as it considers appropriate further to the provisions of clause 28 (*Defaults and Failure to Supply*)

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:

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- 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;
- 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.
- i) 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.
- j) The Provider acknowledges and confirms that:
 - (i) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Authority all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;

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(ii) it has received all information requested by it from the Authority pursuant to sub-clause B.21.1.j(i) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;

(iii) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Authority pursuant to sub-clause B.21.1.j(ii);

(iv) it has raised all relevant due diligence questions with the Authority before the Commencement Date; and

(v) it has entered into this Contract in reliance on its own diligence

(vi) as at the Commencement Date, the Provider warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract AND shall promptly notify the Authority in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services

(vii) The Provider shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority by the Provider in accordance with sub-clause B.21.1.j.(vi) save where such additional costs or adverse effect on performance have been caused by the Provider having been provided with fundamentally misleading information by or on behalf of the Authority and the Provider could not reasonably have known that the information incorrect or misleading at the time such information was provided.

- k) The Provider agrees that where requested in writing during the term of this Contract it will ensure that an appropriately authorised representative of the Provider shall attend a Committee meeting of the Authority at its own cost upon being invited to do so by the Authority

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

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(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) which shall include the addition of any of the clauses in this Contract to the Sub-contract as the Authority may reasonably require

- 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, the General Pharmaceutical Council, 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. 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.

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B24.5. During any audit undertaken under clause B24.1 or B24.2, the Provider must provide the Authority with all reasonable co-operation and assistance in relation to that audit, including:

- a) all reasonable information requested within the scope of the audit;
- b) reasonable access to the Provider's Premises and/or the premises of any Sub-contractor; and
- c) access to the Staff.

B25. INDEMNITIES

B25.1. The Provider shall indemnify and keep indemnified the Authority against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation, breach of its statutory duties or breach of an obligation under the DPA and GDPR and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Authority arising out of or in connection with:

- (a) The performance, defective performance or otherwise of this Contract by the Provider or its Staff
- (b) Any claim made against the Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services
- (c) Any claim made against the Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Provider or the Staff; and
- (d) Any claim made against the Authority by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Contract to the extent that the defective performance is attributable to the acts or omissions of the Provider or the Staff

B25.2. The Authority shall indemnify the Provider against all reasonable claims, costs and expenses which the Provider may incur and which arise, directly from the Authority's breach of any of its obligations under this Contract or breach of statutory duty or breach of an obligation under the DPA.

B26. LIMITATION OF LIABILITY

B26.1. 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

B26.2. 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

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- B27.1. The Provider must at its own cost effect and maintain [with a reputable insurance company] [membership of the NHS Litigation Authority Clinical Negligence Scheme for Trusts (CNST)] 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 shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain equivalent policy cover, which indemnifies the Provider and the Authority for negligent acts arising out of the performance of this Contract.
- 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.
- B27.5 The Provider shall hold and maintain the insurances required under this Contract for a minimum of 21 years following the expiration or earlier termination of this Contract
- B27.6 The Provider warrants that it has complied with this clause B27 and shall provide the Authority with [its proof of membership to CNST] or certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Contract and annually thereafter throughout the duration of this Contract. [The Provider shall also provide evidence of its continuing membership of CNST throughout the duration of this Contract]
- B27.7 The Provider shall:
- (a) do nothing to invalidate any insurance policy
 - (b) notify the Authority if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change
- B27.8 Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":
- B27.9 if a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Provider shall immediately submit to the Authority:
- (i) details of the policy concerned; and
 - (ii) its proposed solution for maintaining the minimum limit of indemnity specified; and
- B27.10 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Provider shall:
- (i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or
 - (ii) if the Provider is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

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

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prejudice to any other rights or remedies it may have under this Contract including under clause B29, 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;
- 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 (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

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- 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.

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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 B29.13, they must jointly notify the Boards of Directors of both the Provider and the Authority.
- B29.19. If, 10 Business Days after notifying the Boards of Directors, 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 B8 (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 B8 (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 B8 (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.

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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 B29.13; 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 the Parties are in Dispute, they must seek in good faith to resolve the Dispute following the process set out in Appendix M (*Dispute Resolution*), unless the Parties agree and set out an alternative dispute resolution process in the Special Conditions in which case the process in the Special Conditions will prevail.

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:

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- 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.

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B32. TERMINATION

- B32.1. Either Party may voluntarily terminate this Contract or any Service by giving the other Party not less than 6 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*);
 - 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 B37 (*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 B23 (*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.
 - l) the NHS Business Services Authority has notified the Authority that the Provider or any Sub-Contractor has, in the opinion of the NHS Business Services Authority, failed in any material respect to comply with its obligations in relation to the NHS Pension Scheme (including those under any Direction Letter);
- 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.

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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 14 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. If, as a result of termination of this Contract or of any Service in accordance with this Contract (except any termination under clauses B32.4, B32.3 or if the Authority terminates under clause B32.1 (*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.

B33.6. 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 (TUPE) 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.

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.

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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.

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.

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B36.8. The obligations in clause B36.1 and clause B36.2B 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) (Meetings and Access to Information) (England) Regulations 2012 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 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.

Data Security

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- B37.5 Subject to clauses B37.6. to B37.10., 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.
- B37.6 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.
- B37.7 If the Provider fails to comply with clause B37.6, and within any reasonable period notified to the Provider, the Provider fails to take any remedial action in respect of its breach of clause B37.6 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

Audit

- B37.8 For the duration of this Contract and for a period of 6 years after the Expiry Date or date of termination if earlier, 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 Contract) and/or the costs of all suppliers (including Sub-Contractors) of the Services at the level of detail agreed in Appendix E (Charges);
 - (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 GDPR, the FOIA, in accordance with this clause B37 (Data Protection) and clause B38 (Freedom of Information) and any other legislation applicable to the Services;
 - (d) to review any records created during the provision of the Services;
 - (e) to review any books of account kept by the Provider in connection with the provision of the Services;
 - (f) to carry out the audit and certification of the Authority's accounts;
 - (g) for the purposes of the Local Government Finance Act 1982 (and any other Law relating to the inspection, examination and auditing of the Authority's accounts)
 - (h) to carry out an examination pursuant to the Authority's Best Value Duty;
 - (i) to verify the accuracy and completeness of the reports delivered or required by this Contract.
- B37.9 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 Contract, the Authority may not conduct an audit under this clause B37 more than twice in any calendar year.
- B37.10 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Provider or delay the provision of the Services
- B37.11 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

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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 Provider's Staff

B37.12 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

B37.13 For the purposes of this clause B37 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.

B37.14 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this Contract in any material manner by the Provider in which case the Provider shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

B37.15 If an audit identifies that:

(a) the Provider has failed to perform its obligations under this Contract in any material manner, the parties shall agree and implement a Remedial Action 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 Action 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 Authority if this was due to a default by the Provider in relation to invoicing within 20 days;

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DATA AND INFORMATION

B37.16 The Provider acknowledges that the Authority's Data is the property of the Authority and the Authority reserves all IPRs which may, at any time, subsist in the Authority's Data. To the extent that any IPRs in any of the Authority's Data vest in the Provider by operation of law, such IPRs shall be assigned by the Provider to the Authority by operation of this clause 26 immediately upon the creation of such Authority's Data.

B37.17 The Provider shall:

- (a) not delete or remove any proprietary notices or other notices contained within or relating to the Authority's Data;
- (b) not alter, store, copy, disclose or use the Authority's Data, except as necessary for the performance by the Provider of its obligations under this Contract, the Strategic Contract, or as otherwise expressly authorised by this Contract in compliance with the provisions of this Contract;
- (c) preserve, so far as possible, the integrity of the Authority's Data and prevent any loss, disclosure, theft, manipulation or interception of the Authority's Data, to include ensuring that where the Authority has notified the Provider that Authority's Data is required to be stored in an encrypted format, such Authority Data is not stored on any portable device or media, unless the device or media is encrypted;
- (d) make secure back-up copies of the Authority's Data on such regular basis as is reasonable for the particular data concerned as required by the Disaster Recovery Plan, or as otherwise instructed by the Authority, and in any event at such regular intervals appropriate to the frequency of the revision of the data; and
- (e) immediately notify the Authority if any of the Authority's Data is lost, becomes corrupted, is damaged or is deleted accidentally.

B37.18 The Authority hereby grants to the Provider, for the Term, a non-exclusive, non-transferable, royalty-free licence to use the Authority's Data solely for the purpose of meeting, and to the extent necessary to meet, its obligations under this Contract. The Provider shall not:

- (a) modify, amend, alter, remove, delete or enhance the Authority's Data without the prior written consent of the Authority;
- (b) use any form of cloud computing or similar data storage measures without the prior written consent of the Authority or as specifically permitted within the Security Policy; or
- (c) make any copies of the Authority's Data without the prior written permission of the Authority.

B37.19 To the extent that any Authority Data is held or processed by the Provider, the Provider shall supply such Authority Data to the Authority as may be requested by the Authority from time to time in the format specified by the Authority.

B37.20 On receipt or creation by the Provider of any Authority Data and during any collection, processing, storage and transmission by the Provider of any Authority Data, the Provider shall take, and shall procure that each of the Provider's Personnel shall take, all precautions necessary to preserve the security and integrity of the Authority's Data and to prevent any corruption or loss of the Authority's Data.

B37.21 The Provider acknowledges that the Authority is under transparency obligations stemming from the DCLG Code of Practice on Data transparency and the Provider shall assist the Authority in complying with its obligations in respect of data transparency.

B38. FREEDOM OF INFORMATION AND TRANSPARENCY

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- B38.1. Where the Parties are both Public Authorities within the meaning of the FOIA, the Parties 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 and shall procure that all its sub-contractors agree:
- 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.

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- B38.8. The Authority shall in no event be liable for any loss, damage, harm or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA or any other law, of any information (including exempt information) whether relating to this Contract or otherwise relating to any other party.
- B38.9. The Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Authority to inspect such records as requested from time to time.
- B38.10 The Provider shall notify the Authority of any Commercially Sensitive Information provided to the Authority together with details of the reasons for its sensitivity and the Provider acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Authority may be obliged to disclose such information.
- B38.11 Provide, at the Provider's expense, all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- B38.12 The Provider acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Authority may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Provider or the Services:
- B38.12.1 in certain circumstances without consulting the Provider; or
- B38.12.2 following consultation with the Provider and having taken their views into account;
- provided always that where sub-clause B38.12.1 above applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.
- B38.13 The Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Authority to inspect such records as requested from time to time.

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**").

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- B39.2 The Provider:
- a) shall not, and shall procure that all Staff shall not, in connection with this Contract commit a Prohibited Act
 - b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Contract
 - c) shall notify the Authority immediately if any breach of this clause B39 is suspected or known. Where such notification has been given to the Authority, the Provider must respond promptly to the Authority's enquiries, co-operate with any investigation and allow the Authority to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Contract.
- B39.3. 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.
- B39.4. 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.
- B39.5. 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.
- B39.6. Should the Provider become aware of or suspect any breach of this clause 0, 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.
- B39.7 The Provider shall, within 10 Working Days of a request from the Authority, certify to the Authority in writing (such certification to be signed by an authorised officer of the Provider) the Provider's compliance with this clause B39.
- B39.8 Despite clause B30 (Dispute Resolution), any dispute relating to:
- a) the interpretation of this clause B39; or
 - b) the amount or value of any gift, consideration or commission
- Shall be determined by the Authority and its decision shall be final and conclusive

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B39.9 Any termination under this clause B39 shall be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority

B40. FORCE MAJEURE

B40.1. Where a Party is (or claims to be) affected by an event of Force Majeure, it must take all reasonable steps to mitigate the consequences of it, resume performance of its obligations under this Contract as soon as practicable and use its reasonable efforts to remedy its failure to perform its obligations under this Contract.

B40.2. Subject to clause B40.1, the Party claiming relief as a result of an event of Force Majeure will be relieved from liability under this Contract to the extent that because of the event of Force Majeure it is not able to perform its obligations under this Contract.

B40.3. 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 Contract;
- c) use reasonable endeavours to carry out its obligations under this Contract 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.

B40.4. A Party cannot claim relief as a result of an event of Force Majeure, if the event of Force Majeure is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant event of Force Majeure.

B40.5. 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.

B40.6. As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Contract. Where the Provider is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Good Clinical Practice.

B40.7. The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

B40.8. The Authority may, during the continuance of any Force Majeure Event, terminate this Contract 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

B41.8. 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

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B42.8. 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

B43.8. 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

B44.8. 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

B45.8. 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.

B45.9. The Provider must take all reasonable steps to ensure the observance of the provisions of clause B45.8 by all its staff, servants, agents, consultants and sub-contractors.

B46. EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY

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. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT REGULATIONS 2006 (TUPE))

The Parties agree that the provisions of Section C (TUPE) shall apply to any Relevant Transfer of Staff under this Contract

B48 INTELLECTUAL PROPERTY

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- B48.1 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 sub-contractor 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.
- B48.2 The provisions of clause B48.1 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.
- B48.3 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.
- B48.4 This provision shall survive the expiration or termination of the Contract

B49. GOVERNING LAW AND JURISDICTION

- B49.1. 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.
- B49.2. 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

1. 0-25 Public Health Nursing Specification: plus specifications for Family Nurse Partnership and Strengthening Families

Service Specification No.	PMCV 009
Service	0-25 year Public Health Nursing Service (encompassing Health Visiting, School Nursing and Family Nurse Partnership services)
Authority Lead	Director of Public Health
Provider Lead	
Period	1 st October 2017- 30 th September 2020
Date of Review	October 2019

1. Population Needs

1.1. The 0-25 Public Health Nursing service (“the PHN Service”) (0-19 (25)) will support all children and their families from pregnancy through entry into Shropshire Council’s Administrative area school provision until exit from school and/or Further Education at age 19 (or up to the age of 25 where there are special educational needs or disabilities that would make a transfer in to adult services provision inappropriate for an individual at age 19). The PHN Service should include more intensive support targeted at children at risk of poor outcomes according to need at both individual and community level. The Provider will be expected to demonstrate how they are working with all educational and other non-education settings to ensure that they are meeting the outcomes as defined in this specification .e.g.

- Independent Schools
- Academies
- Free Schools
- Early Years settings
- Residential
- Educated other
- Further Education

1.2 0-5 services must be delivered to a defined geographical population in line with the Authority’s administrative area. All families with a child aged 0-5 years and all pregnant women currently resident in the Authority’s administrative area must be offered the Healthy Child programme (“HCP”). If the intervention is refused this must be recorded and actioned as appropriate depending on the assessment made by the Public Health (PH) Nurse of any risks.

Children, young people and their families who are resident outside of the Authority’s administrative area (unless attending a mainstream school within the Authority’s administrative area) are not covered by this specification and any cross border service provision is expected to be negotiated by the Provider.

1.3 Data collection on activity provided through this Contract, should enable reports on activity for GP registered and the resident population as appropriate (refer to 1.2)

1.4 The Provider will ensure that any coverage/ boundary issues that may arise will be dealt with proactively in collaboration with neighbouring providers. Delivery of a service that meets the needs (including safeguarding needs) of a child or family must take precedence over any boundary discrepancies or disagreements.

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1.5. As a minimum the PHN Service will include universal reviews, screening and National Child Measurement Programme. The PHN Service will be expected to respond to emerging needs with targets and outcomes determined in collaboration with the Authority.

1.6 The PHN Service will include Family Nurse Partnership (“FNP”) services as defined in Appendix 1. The inclusion of the FNP service will be reviewed in Spring 2019. The review will consider integrating the work undertaken by the FNP service using alternative delivery models.

1.7 The PHN Service will include Strengthening Families delivery based on delivery of identified outcomes separately funded See Appendix 2

2. Evidence

2.1. This PHN Service specification shall be informed by local data for example:

<https://www.shropshire.gov.uk/joint-strategic-needs-assessment/>)

<http://www.chimat.org.uk/resource/view.aspx?RID=101746®ION=101632>

and benchmarked against national and regional data in order to take action to reduce unnecessary variation which leads to inequity.

2.2. The Public Health Nursing workforce shall consist of registered Specialist Community Public Health Nurses (SCPHN) and teams who provide expert information, advice and guidance; assessments and interventions for all children and families. The Public Health Nursing service workforce will be expected to work to Public Health Competencies as defined by the faculty of Public Health. The PHN Services shall lead the Healthy Child Programme 0-19(25) years and play a pivotal role in understanding the needs of the local population to inform public health service delivery and commissioning plans. The PHN Services shall help to empower parents and children to make decisions that affect their individual and family health and wellbeing, and the PHN Services role shall be central to improving the health outcomes of populations and reducing inequalities.

2.3 The PHN Service shall comply with the Nursing and Midwifery Council (NMC) rules and regulations; in addition it shall comply with the four principles of health visiting and school nursing:

- Search for health needs;
- Stimulation of an awareness of health needs;
- Influence policies affecting health;
- Facilitate health-enhancing activities.

2.4. The PHN Services shall collaborate with a number of stakeholders, settings and organisations to lead the delivery of the Healthy Child Programme 0-19 (25), a prevention and early intervention public health programme that lies at the heart of the universal service for children and families and aims to support parents, promote child development, improve child health outcomes and ensure that families at risk are identified and offered support at the earliest opportunity.

2.5. Safeguarding children and families is fundamental to the PHN Services. The Provider shall ensure that all staff comply with the most up to date current Shropshire Safeguarding Children Board (SSCB) and where applicable the “Keeping Adults Safe in Shropshire Board” policies and procedures and national guidance. This will include supporting Looked After Children (LAC) health reviews.

2.6. The PHN Services shall actively lead the development and implementation of agreed integrated care pathways and shared outcomes in partnership and respond to emerging children workforce service redesign, which may require the Provider to align services to locality teams to improve coordination, coherence and reduce duplication. This shall include the development of joint records, virtual teams, and co-location (where appropriate) and lead professional roles. The Provider shall be fully engaged and shall be required to invest in the workforce and new technology, which enables mobile working, information sharing and joint working across different professional groups and organisations.

2.7 The PHN Service shall at all times promote emotional wellbeing and healthy lifestyles. The PHN Service shall prioritise delivery of the Children and Young People’s Plan (2015-18); the five mandated and statutory elements; the Health and Wellbeing strategy.

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2.8 The Evidence- Detailed references for the evidence base that supports this specification are set out in Appendix 3.

2.9 The Provider shall ensure that the PHN Service will support the improvements in outcomes for children within the framework of Every Child Matters, The Child Health Strategy and the Children, Young People and Maternity National Service Framework. Key policies related to the Service are:

- [Healthy Child Programme – Pregnancy and the first five years of life](#) (DH, 2009 – amended August 2010)
- Getting it right for children, young people and families: maximising the contribution of the school nursing team: Vision and Call to Action (DoH 201
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/216464/dh_133352.pdf
- Shropshire Early Help Strategy 2016-18 <http://www.shropshiretogether.org.uk/early-help-strategy-for-shropshire-2016-2018/>
- Department of Health – Framing the Nursing and Midwifery Contribution: Driving up the quality of care (2008) http://www.nipec.n-i.nhs.uk/Image/SitePDFS/driving_up_quality_care.pdf
- National Obesity Strategy ‘Healthy Weight, Healthy Lives’ (2008)
http://webarchive.nationalarchives.gov.uk/20100407220245/http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/documents/digitalasset/dh_084024.pdf08)
- Health for All Children (Hall D and Elliman D 2006) [Hall D and Elliman D \(2006\) Health for All Children \(revised 4th edition\). Oxford: Oxford University Press.](#) (Please note: this link opens to the bookstore for purchase of copies of this edition).
- Working together to Safeguard Children (2015)
<https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>
- Standards for Better Health
http://webarchive.nationalarchives.gov.uk/20130107105354/http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/@dh/@en/documents/digitalasset/dh_4132991.pdf
- CNST Standards
<http://www.nhs.uk/Safety/Documents/CNST%20Maternity%20Standards%202013-14.pdf>
- Shropshire ISA Practitioner Toolkit <http://new.shropshire.gov.uk/early-help/practitioners/>
- Shropshire Children and Young People’s Plan (2014)
<https://www.shropshire.gov.uk/shropshire-council/shropshire-childrens-trust-children,-young-people-and-families-plan-2014/>
- Department of Health - [Our Health, Our Care, Our Say](#) (2005)
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/272238/6737.pdf
- Department of Health - [Choosing Health](#) (2005)
http://webarchive.nationalarchives.gov.uk/+www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_4105355
- Department of Health – The school Nurse practice development resource pack (2006)
<http://www.chimat.org.uk/resource/item.aspx?RID=56497>
- Department of Health - [Making a Difference](#) : Strengthening the nursing, midwifery and health visiting contribution to health and healthcare (1999)
http://webarchive.nationalarchives.gov.uk/+www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_4007977

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- NICE Guidance, e.g. Community Engagement, Conduct Disorders. <https://www.nice.org.uk/>
- Department of Children and families / Department of Health – Managing Medicines in Schools and early Years Settings (2005)

<http://webarchive.nationalarchives.gov.uk/20130401151715/http://www.education.gov.uk/publications/eOrderingDownload/Managing%20Medicines%20Nov%2007%20version.pdf>

- Best Start in Life and beyond Commissioning Guides 1-4 Public Health England (2016)
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/554499/Service_specification_0-19_commissioning_guide_1.pdf
[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/518657/Service_specification CG2_FINAL_12_Feb.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/518657/Service_specification	CG2_FINAL_12_Feb.pdf)
[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/493624/Service_specification_0_to_19 CG3_FINAL_19Jan2016.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/493624/Service_specification_0_to_19	CG3_FINAL_19Jan2016.pdf)
[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/493625/Service_specification CG4_FINAL_19Jan2016.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/493625/Service_specification	CG4_FINAL_19Jan2016.pdf)

National Maternity Review Better Births: Improving outcomes of maternity services in England A Five Year Forward View for maternity care <https://www.england.nhs.uk/wp-content/uploads/2016/02/national-maternity-review-report.pdf>

- Public Health Competencies

http://www.phf.org/resourcestools/pages/core_public_health_competencies.aspx

Further supporting evidence can be found in Appendix 3

2.10 The National Health Services Act (1944) provides the framework for the provision of preventive health services. The provision of school health services was compulsory under the Education Act of 1944. School Nurses* have a common law duty of care and work to the Nursing and Midwifery Council (NMC) code of professional conduct. (* this relates to Public Health nurses for the purpose of this Contract)

This list is not an exhaustive list – the Provider in delivering the PHN Service is expected to work to new and emerging policy guidance, which relates to school nursing for children of school-age and their families.

2.11 The Joint Strategic Needs Assessment shows that:

At the time of the 2011 Census, there were 6,710 lone parent households with dependent children in Shropshire, over 5% of all households.

In Shropshire sole registered births account for less than 1% of all the births. Teenagers were 6 times more likely to be single parents and single parent families were more likely to be economically deprived.

2.12 Childhood obesity is a key public health challenge nationally. The Health Survey for England (2006) shows that obesity prevalence in children aged two to fifteen rose from 11% to 16% between 1995 and 2004. <http://content.digital.nhs.uk/catalogue/PUB19295>

2.13 The Public Health Outcomes framework estimated that in 2014, 6765 (14%) of children under 16 live in families on low incomes within Shropshire

2.14 The What About YOUth (WAY) survey, 2014,15 that 68.1% of 15 year olds who responded stated that they have ever drunk an alcoholic drink, which is statistically more than the national percentage (62.4%). <http://content.digital.nhs.uk/article/3742/What-About-Youth-Study>

2.19. The Provider will deliver on a range of indicators within the 2008-2011 PSAs, the NHS Operating Framework 2009/2010, vital signs indicators and the Children's National Indicator set. The Provider in delivering the PHN Service will support the priorities agreed in Shropshire Children and Young People's Plan 2008-2010 and SCPCT Strategic Plan and any plans that supersede them.

2.20 The Provider will provide an annual extract of raw pseudonymised data related to activities undertaken by the PHN Service in relation to this Contract. This will enable the Authority to better

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profile the population needs and identify inequalities in health.

3. Key Service Outcomes

3.1 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*)

The core public health offer for all children irrespective of age includes:

- child health surveillance (including infant physical examination) and development reviews
- child health protection, immunisation and screening
- information, advice and support for children, young people and families
- early intervention and targeted support for families with additional needs
- health promotion and prevention by the multi-disciplinary team
- defined support in early years and education settings for children with additional and complex health needs
- safeguarding all children; reducing harm and incidence of maltreatment
- additional or targeted public health nursing support as identified in the Joint Strategic Needs Assessment, for example support for looked after children, young carers, or children of military families. Working with colleagues to provide appropriate Early Help support

3.2 The PHN Service will contribute to improving outcomes cited in the [Public Health Outcomes Framework](#) (see table 1), the Troubled Families' framework https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/409682/Financial_Framework_for_the_Expanded_Troubled_Families_Programme_april_2015.pdf; the [Guide to Early Years Profile](#) and the [NHS Outcomes Framework](#) (see Table 2):

The PHN Services shall contribute to the outcomes and be informed by the data.

Table 1: Public health outcomes specific to this service.

Domain 1	Improving the wider determinants of health	1.01 Children in poverty 1.02 School readiness 1.03 Pupil absence 1.04 First time entrants to the youth justice system 1.05 NEETs 1.10 Road casualties 1.11 Domestic Abuse 1.10 Killed and seriously injured casualties on England's road 1.13 Re-offending levels 1.15 Homelessness 1.16 Utilisation of outdoor space for exercise/health reasons
Domain 2	Health improvement	2.01 Low birth weight 2.02 Breastfeeding 2.03 Smoking at delivery 2.04 Under 18 conceptions 2.06 excess weight 4-5 & 10-11 year 2.07 Hospital admissions caused by unintentional and deliberate injuries in children and young people aged 0 -14 and 15 - 24 years 2.08 Emotional wellbeing of looked after children 2.09 Smoking at 15 years old (WAY) 2.10 Self harm 2.11 Diet 2.18 Alcohol related admissions 2.21 Antenatal and Neonatal screening 2.23 Self reporting well-being
Domain 3	Health protection	3.02 Chlamydia detection 3.03 Population vaccination coverage 3.05 TB
Domain 4	Health care, public	4.01 Infant mortality

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	health and preventing premature mortality	4.02 Decaying teeth 4.3 Mortality rate from causes considered preventable 4.5 Under 75 mortality rate from cancer 4.6 Under 75 mortality rate from liver disease 4.7 Under 75 mortality rate from respiratory diseases 4.10 Suicide rate
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Source PHE 2016- *This document may be updated annually*

3.3 The NHS outcomes in table 2 are health and care indicators, which focus on health and reducing inequalities. The services in this PHN Services specification will contribute to these indicators and will be informed by the data. The data provides comparative information to support CCGs, and Health and Wellbeing Boards identify local priorities and demonstrate progress on improving outcomes, as well as delivering public transparency about local health services.

Table 2: NHS Outcomes Framework 15/16

Domain 1	Preventing people from dying	1a Reduction in potential years of life lost (PYLL) from causes amenable to health care (adults and children) 1c Neonatal mortality and stillbirths
Domain 2	Enhancing quality of life for people with long-term conditions	2.1 Proportion of people feeling supported to manage their condition 2.2 Improving functional ability for people with long-term conditions 2.3 Unplanned hospitalisation for asthma, diabetes and epilepsy in under 19s 2.4 Health-related quality of life for carers 2.5 Health-related quality of life for people with mental illness
Domain 3	Helping people to recover from episodes of ill health and injury	3.2 Helping people to recover from episodes of ill health or following injury 3.4 Preventing lower respiratory tract infections in children from becoming serious 3.7 Tooth extractions in secondary care for children under 10
Domain 4	Ensuring people have a positive experience of care	4.1 Improving people's experience of outpatient care 4.3 Improving experience at A&E 4.4 Improving access to primary care and NHS dentists 4.5 Improving women and their families' experience of maternity services 4.6 Improving the experience of care for people at the end of their lives 4.7 Improving experience of healthcare for people with a mental illness 4.8 Improving children and young people's experience of healthcare (tbd) 4.9 Improving people's experience of integrated care
Domain 5	Treating and caring for people in a safe environment and protecting them from avoidable harm.	5.5 Improving the safety of maternity services 5.2 Reducing the incidence of avoidable harm (infections) 5.6 patient safety reporting

Source: DH 2014 *This document is subject to change and should be revised each year*

The PHN Service will be expected to demonstrate outcomes in particular in relation to areas identified within Outcomes measurement and metrics (section 20)

4. Aims and Objectives

4.1 Aims and objectives of service

The PHN Service shall deliver the 'high impact areas' for early years and school years:

<https://www.gov.uk/government/publications/commissioning-of-public-health-services-for-children>.

4.2 0-25 Public Health Nursing Ambition

The aim of the PHN Service shall be to provide seamless support and transition for children, young people and their families.

The Provider shall work towards ensuring that all children shall be ready to learn at age two years and be ready for school by four and a half years and that they shall experience good physical health, mental health and well-being.

By school entry every child is expected to have reached a level of development which enables every child to:

- Communicate their needs and have good vocabulary
- Be independent in getting dressed and going to the toilet
- Be independent in eating
- Be able to take turns, sit still and listen and play
- Able to socialise with peers and form friendships and separate from parent/s

For all children and young people to:

- Develop their full potential
- Have good resilience and able to cope with change and transitions
- Have good physical health
- Be well nourished within healthy weight for height range
- Have good dental health
- Be protected against infectious illness, having received all childhood immunisations
- Have good emotional literacy
- Be able to make healthy lifestyle choices and keep themselves safe

Four Levels of Service for families in Shropshire

- **Community Level:** Public Health Nurses shall have a broad knowledge of community needs and resources available e.g. Children's Centres and self-help groups and work to develop these and make sure families know about them.
- **Universal Level (5 key visits):** Public Health Nurse teams shall ensure that every new mother and child have access to a health visitor, receive development checks and receive good information about healthy start issues such as parenting and immunisation.
- **Universal Plus:** families shall be able to access timely, expert advice from a Public Health Nurse when they need it on specific issues such as postnatal depression, weaning or sleepless children.
- **Universal Partnership Plus:** Public Health Nurses shall provide ongoing support, playing a key role in bringing together relevant local services, to help families with continuing complex needs, for example where a child has a long-term condition.

Universal Health Reviews for all families in Shropshire

Some of these reviews are mandatory until March 31st 2017. The mandated elements of the PHN Service may be subject to change during the term of this Contract and the Provider will be expected to work with the Authority to align with any changes and emerging issues that may arise.

Universal reviews shall include:

- Antenatal visit from 28 weeks of pregnancy
- New baby visit at 10 – 14 days after the birth
- 6 – 8 week check and provision of support and advice
- 9 – 12 months child development review
- 2 – 2 ½ years: child development review as part of the integrated pathway with early years settings
- School entry health assessment incl National Child Measurement Programme ("NCMP")
- Year 6 health assessment including NCMP
- 12-13 year old health needs assessment
- School leavers – post 16

- Transition to adult services

High Impact Areas

The Provider will be expected to demonstrate how Public Health Nurses have made a significant impact on health and wellbeing and improving outcomes for children, families and communities in relation to:

- Transition to parenthood
- Maternal mental health
- Breastfeeding
- Healthy weight
- Managing minor illness & accident prevention
- Healthy 2 year olds & school readiness
- Resilience and well-being
- Keeping safe
- Maximising healthy lifestyles
- Learning and achievement
- Supporting complex and additional health needs
- Transition

The overarching aim of the Authority's commissioned Public Health Nursing Services for 0-25 years is to protect and promote the health and wellbeing of children and their families. Responding to the new vision for nursing and the "Six C's (compassion, commitment, competence, care, courage and communication),the national nursing strategy the Provider shall ensure that PH Nurses will:

Show care, compassion and commitment in how they look after families.

Find the courage to do the right thing, even if it means standing up to senior people to act for the child or parent's best interests, in a complex and pressured environment.

Communicate well at all times particularly with the children, families and communities they serve and demonstrate competence in all their activities and interventions.

5 .Scope of the service

5.1 Universal services for all families: will include individual level interventions and programmes that will motivate and support people to;

- Understand the short medium and longer term consequences of their health related behaviour for themselves and others;
- Feel positive about the benefits of health enhancing behaviours and changing their behaviours;
- Plan change in terms of easy steps over time;
- Recognise how their social context and relationships may affect their behaviour, and identify and plan for situations that might undermine changes they are trying to make;
- Plan explicit 'if/then' coping strategies to prevent relapse;
- Make a personal commitment to adopt health enhancing behaviours by setting and recording goals to undertake clearly defined behaviours in particular contexts over a specified time;
- Share their behaviour change goals with others (NICE 2014).

Universal services include:

- Health and development reviews – Assessment of family strengths, needs and risks; providing parents with the opportunity to discuss their concerns and aspirations; assess child growth and development, communication and language, social and emotional development; and detect abnormalities. The PH Nursing Service should use evidence-based assessment tools and must use ASQ 3© for the two-two and a half year review and NCMP tool for height and weight measurement for reception and year 6 children. See section 4.2 for the full list of universal assessments.
- National Child Measurement Programme (NCMP) - undertake height and weight measurements at reception and year 6 using national tool. This should also include proactive follow up and appropriate referral to specialist services for children who are assessed as not being a healthy weight.

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- Screening – the role of the PH N Service is to promote screening and validate status to ensure universal access; in line with the current and forthcoming updated HCP and the National Screening Committee recommendations. Ensuring delivery of the health visiting aspects of the newborn screening programmes, for example, ensuring results are recorded and acted upon in line with UK NSC Programme Standards.
- Immunisations. The Provider through its PH Nursing team is co- responsible (in partnership with other health and social professionals) for providing tailored health education and information; support and an opportunity to discuss any concerns to all families with children. PH Nurses should validate children and young people's immunisation status during health appointments and refer to the GP if unvaccinated. General Practices are the accountable provider of universal immunisations through the NHS England section 7A agreement. Child health record departments (CHRD) maintain a register of children under 19 years, invite families for immunisations and maintain a record of any adverse reactions in the Child Health Information System (CHIS). Ensuring immunisations are recommended as per The Green Book; <https://www.gov.uk/government/collections/immunisation-against-infectious-disease-the-green-book>
- Delivery of evidenced-based assessments and interventions
- Promotion of social and emotional development – The HCP includes opportunities for parents and practitioners to review a child's social and emotional development using evidence-based tools such as ASQ 3 © and ASQ SE © and for the practitioner to provide evidence-based advice and guidance; and refer to a specialist when further intervention is needed.
- Support for parenting – One of the core functions of the HCP is to support parenting using evidence-based programmes and practitioners who can work across different agencies who are trained and supervised. PH Nurses have a key role in ensuring that their local community/caseload has access to evidence based parenting programmes that meet families' needs. Programmes should be in line with local agreed strategies and coordinated with partners. PH Nurses through the management boards will ensure a coordinated approach. The Shropshire agreed evidence based programme is "Solihull Understanding your Child" including antenatal programme.
PH Nurses with appropriate skills and training will lead on the provision of the antenatal programme in partnership with midwifery and Children's Centres or other organisations as appropriate.
- Effective promotion of health and behavioural change – Delivery of population, individual and community-level interventions based on NICE public health guidance. Encourage the strengths within the family recognising that families have the solutions within themselves to make changes. Make Every Contact Count (MECC) with children, young people and their family a health promoting contact. PH Nurses will coordinate and offer evidenced programmes, which promote emotional wellbeing such as positive play; early attachment support; early identification of maternal mental health, emotional mental health issues for children and young people, healthy lifestyles, smoking cessation, substance misuse, teenage pregnancy, sexual health etc. This should also include the implementation of emerging work regarding Adverse Childhood Experiences.(ACE's)
- Reducing hospital attendance and admissions – Supporting parents to know what to do when their child is ill. This may include prescribing in line with legislation, providing information about managing childhood conditions and prevention of unintentional injuries.
- Coordinate and manage the delivery of Healthy Start vitamin scheme in line with National guidance from March 31st 2018
- Improve the health and wellbeing of children and reduce inequalities in outcomes as part of an integrated multi-agency approach to supporting and empowering children and families;
- Ensure a strong focus on prevention, health promotion, early identification of needs, early intervention and clear packages of support;
- Ensure delivery of the HCP to all children and families, including fathers, starting in the antenatal period; (this may be reviewed throughout the contract term in line with National guidance)
- Provision of universal services undertaking holistic assessments of children and families
- Promote secure attachment, positive parental and infant mental health and parenting skills using evidence based approaches;
- Promote breastfeeding; healthy start and nutrition; and healthy lifestyles; offering practical support

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- Promote 'school readiness' including working in partnership as an advocate to improve the speech, communication and language of babies and toddlers and working with parents to improve the home learning environment. This includes providing a named link PH Nurse for each early years setting and where appropriate integrate the 2 year review and the early Years Foundation Stage (EYFS) progress check
- Improve services for children, young people, families and local communities through sustaining, deploying and strengthening PH Nursing Services to respond to need at individual, community and population level. Ensuring an integrated approach to developing resilience in communities and locality working.
- Maintain full accreditation of UNICEF Baby Friendly community initiative.
- Work with parents, using well evidenced, strengths-based approaches e.g. motivational interviewing, Family Partnership Model and Solihull approach to promote positive lifestyle choices and support positive parenting practices to ensure the best start in life for the child.
- Identify early signs of developmental and health needs and signpost and/or refer for investigation, diagnosis, treatment, care and support.
- Provide responsive care when families have problems or need support or preventative interventions in response to predicted, assessed or expressed need (through intervention using new evidence in developmental psychology and building on family assets).
- Ensure a family focus and safe transition through services through close partnership working with services meeting the needs of children and young people aged up to 19 (25).
- Prescribe medication as an independent/supplementary prescriber in accordance with current legislation (See Appendix 6 for additional information). Where PH Nurses have not undertaken this module in training, it is a requirement of CPD for completion within the first 2 years of practice as appropriate to role.
- Provide single point of contact for Service Users and professionals; including advice line/texting facilities that meets the needs of children, young people and their families
- Ensure the Service has good visibility and accessibility for children, young people, their families and professionals

5.2 Additional services as part of Universal Plus and Universal Partnership Plus will include services: That any family may need some of the time, for example, care packages for maternal mental health, parenting support and baby/toddler sleep problems – where the PH Nurse may provide, delegate or refer. Intervening early to prevent problems developing or worsening.

- Children with additional needs – Early identification and assessment and help. PH Nurses will provide assessment, care planning and on-going support for babies, children and young people up to 25 where appropriate with disabilities, long-term conditions, sleep or behavioural concerns, other health or developmental issues (see section 10 additional information).
- Identify and support those who need additional support and targeted interventions, for example (but not exhaustive), parents who need support with parenting and women suffering from perinatal mental health issues including postnatal depression in accordance with NICE guidance, teenage parents, young carers, Children and Young Persons ("CYP") with emotional mental health issues, CYP at risk of Child Sexual Exploitation (CSE) or domestic violence, Military families; ensuring referral to the appropriate agency and integrated care pathways;
- Provider will demonstrate compliance with any or all statutory or guidance documents issued in relation to emergency planning, resilience and response. In the event of a public health outbreak to respond by appropriate and proportionate chemoprophylaxis

5.3 For vulnerable families requiring on-going additional support for a range of special needs, for example families at social disadvantage, families with a child with a disability, teenage parents, families where there is adult mental health problems or substance misuse the Provider shall.

- Develop on-going relationships and support as part of a multi-agency team where the child/family has complex needs e.g. a child with special educational needs, disability or safeguarding concerns;
- Deliver services in partnership with the Authority to 'Troubled Families' (known locally as Strengthening Families) and be 'lead professional' or 'key worker' for a child or family where appropriate. Link with work undertaken by FNP nurses to ensure seamless delivery of care to families;

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- Ensure a family focus and close partnership working with early intervention services such as Troubled Families including step up and step down transitions.

Child protection and safeguarding children:

- Provision of Universal Plus services for example, identifying and intervening with vulnerable babies and children where additional ongoing support is required to promote their safety and health and development e.g. care of next infant (CONI), providing interventions to improve maternal mental health;
- Provision of Universal Partnership Plus: Ensuring early intervention, for example, parenting support and early referral to targeted support. This includes utilising the Common Assessment Framework or equivalent or early help assessment according to their professional judgement and in line with local policy; and PH Nurses undertaking the role of Lead Professional/key worker where appropriate. See Early Help website <http://new.shropshire.gov.uk/early-help/practitioners/>
- Ensuring appropriate safeguards and interventions are in place to reduce risks and improve health and wellbeing of children and young people for whom there are safeguarding and/or child protection concerns (Universal Partnership Plus Offer). This includes maintaining accountability for babies, children and young people for whom there are safeguarding concerns and working in partnership with other agencies to ensure the best outcomes for these children.
- Working with other agencies as part of a multi-agency intensive care package for children and families requiring intensive support, particularly children for whom there are safeguarding or child protection concerns (Universal Partnership Plus Offer). This includes the statutory duty to share information and communicate with other health professionals and agencies where there are safeguarding concerns and engagement of the Public Health Nursing service in multi-agency services e.g. MASH (COMPASS in Shropshire), Early Help, Strengthening Families and MARAC.
- Communicating effectively with other agencies including contributing to initial and review case conferences and other safeguarding meetings as appropriate to the needs of the children.

Looked After Children

- Working with the Looked After Children (LAC) nurse to contribute to and support assessments of Looked After babies, children and young people aged 0-18 with timescales in line with national requirements and contribute to ensuring any action plans are carried out. Ensure provision of the HCP and additional services to meet their health needs.
- PH Nursing Service to undertake Looked after Children Health reviews for 0-5 year olds, and for 5-18 year olds in education in services covered by this contract (see section 1.2) (working in collaboration with Named LAC Nurse) having expert knowledge* about child protection and the skills** and qualities to intervene to protect children.*** Where LAC health reviews are undertaken as part of this Contract, the Provider will ensure that the requirements identified within the LAC service specification commissioned by Shropshire CCG are met including completion of the required reporting as identified within the dashboard in section 21.
- Ensure timely referral to additional/specialist services where additional health concerns have been identified.
- The Provider shall ensure that staff working with Looked After Children meet the training requirements as identified within the Royal College of Paediatrics and Children's Health (RCPCH) guidance http://www.rcpch.ac.uk/system/files/protected/page/Looked%20After%20Children%202015_0.pdf
- The Provider will ensure that professionals working with Looked After Children will do so in accordance with the roles and responsibilities identified within Promoting the Health of and Wellbeing of Looked After Children.
- http://www.rcpch.ac.uk/system/files/protected/page/Looked%20After%20Children%202015_0.pdf
- Ensuring that the PHN Service provides effective liaison between acute services and the community. This includes offering a Care of the Next Infant (CONI) programme. This shall be in line with PHOF and the NHS Outcomes Framework. The intention shall be to reduce preventable accidents and inappropriate use of Accident and Emergency units especially during the winter months.
- Provide information and participate in Early Help meetings and Multi-Agency Domestic Abuse Triage meetings within COMPASS, in order to provide health information and advice on appropriate support/referral; including providing effective liaison and communication between

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acute services and community for hospital admissions.

*Knowledge needs to include domestic abuse, neglect, child and adult mental health issues, substance and alcohol misuse, physical, sexual and emotional abuse, female genital mutilation, fabricated and induced illness in a child.

**Skills and qualities need to include high levels of communication and interpersonal relating, self-awareness, ability to challenge and to be challenged, understanding of barriers to safe practice e.g. collusion, adult focus, fear, burn-out. The Provider shall ensure that PH Nurses receive expert supervision for child protection and safeguarding work they are involved in.

This should also include knowledge of the local approach see SSCB

<http://www.safeguardingshropshireschildren.org.uk/scb/>

*** The Provider should be aware of the provisions of clause B 8.10 of this Contract with regard to payments received via the national tariff for undertaking these assessments

5.4 Children with Special Educational Needs or Disabilities (SEND)

The Children and Families Act (2014) ("the CF Act") introduced significant changes to the way that children and young people with SEND are supported so that they are prepared for adulthood from the earliest age. The main changes introduced by this legislation include:

- an extension of the age range from 0 up to 25
- a clearer focus on the participation of children and young people and parents in decision-making
- a stronger focus on high aspirations and on improving outcomes for children and young people
- taking a graduated approach to identifying and supporting pupils and students with SEN (SEN Support to replace School Action and School Action Plus)
- a co-ordinated assessment process and the new 0-25 Education, Health and Care plan (EHC plan) to replace statements of SEN

The role of PH Nurses is to work in partnership with other services in supporting the identification of children and young people (0 – 19) with SEND and contributing to the education, health and care needs assessment for children and young people aged 0-19. This will be achieved through sharing information about the child's and family's health needs; identifying, in collaboration with families and other practitioners, how best to support the delivery of provision identified within the EHC plan; and contributing to the annual review. In addition PH Nurses will ensure that the appropriate health visiting services form part of the high intensity multi-agency services for families where there are safeguarding and child protection concerns.

The CF Act includes the requirement that EHC plans are reviewed regularly and shall include Service Users up to the age of 25 years old.

The role of PH Nurses shall be to work in partnership with other services in supporting the assessment of the education health and care plans for children between 0-19 through sharing information about the child's and family's health needs and reviewing in collaboration with other services what they can do to support the delivery of these plans and making sure the appropriate health visiting services form part of the high intensity multi-agency services for families where there are safeguarding and child protection concerns.

5.5. Safeguarding. Throughout all elements of this Service, safeguarding children and young people is paramount. The role of PH Nurses in child protection and safeguarding children are essential components of the Service. Safeguarding children, which includes child protection and prevention of harm to babies, children and young people is a public health priority.

- Safeguard babies, children and young people through safe and effective practice in safeguarding and child protection. This will include integrated working with other agencies to intervene effectively in families where there are the following concerns, though not exclusive; for example, parenting capacity, adult mental health, alcohol or substance misuse, domestic abuse or risk of significant harm and child abuse; whilst recognising family strengths and building on these. PH Nurses will utilise evidence based assessment tools to assess risk e.g. CSE toolkit, Brook toolkit, Webstar. Please also refer to Early Help website <http://new.shropshire.gov.uk/early-help/practitioners/>
- The Provider in delivering the PHN Service will communicate effectively with other agencies; including undertaking health assessments, contributing to initial and review case conferences and other safeguarding meetings as appropriate to the needs of the children.

5.6 Public Health Nursing Service Leadership role

- Leading, with local partners, in developing, empowering and sustaining families and communities' resilience to support the health and wellbeing of their 0-25 year olds by working with local communities and agencies to improve family and community capacity and champion health promotion and the reduction of health inequalities.
- Working in full partnership with all Children's Centres, Early Years settings, school services in the local area and wider 0-19(25) services to ensure holistic seamless care to children and families.
- Leading delivery of the HCP using a collaborative approach in partnership with children, young people, families and stakeholders.
- Meeting public health priorities through PH Nurses use of their knowledge of the evidence base and skills as trained public health practitioners working with commissioners to meet Public Health priorities & targets - including:
- Providing intelligence and developing communities' assets in partnership with communities to support the health and wellbeing of 0-25 year olds, to inform the Joint Strategic Needs Assessment (JSNA) and locality plans;
- Use of the benchmarked child health outcome framework indicators for 0-25s to form a basis for setting shared priorities for action and contributing to the JSNA;
- Advising on best practice in health promotion from pregnancy to 25 years.
- Responding to and supporting delivery of the Joint Health and Wellbeing Strategy and associated strategies;

- Responding to childhood communicable disease outbreaks and health protection incidents as advised by PHE or other, in agreement with Authority;
- Provide awareness training for other professionals on public health related issues

6. Safer working practices

6.1 Supervision

The Provider will work with NHS England, Health Education England (HEE) and Local Education Training Boards (LETBs) to ensure effective support for students and newly qualified HVs. This will be delivered by ensuring the provision of: sufficient practice teachers; support through mentoring and supervision for students and newly qualified staff; and, placement capacity and high quality placements in line with NMC and HEI requirements.

The Provider will develop and maintain a supervision policy and ensure that all PH Nursing staff access supervision in line with the framework below:

Clinical supervision:

The Provider shall ensure that PH Nurses will have clinical supervision according to their needs using emotionally restorative supervision techniques on a regular planned basis.

6.2 The Provider shall ensure that Safeguarding supervision PH Nurses will receive a minimum of 3 monthly safeguarding supervisions of their work with their most vulnerable babies and children. These are likely to include children/young people on a child protection plan, those who are 'looked after' at home and others for whom the PH Nurse has a high level of concern. Safeguarding supervision should be provided by colleagues with expert knowledge of child protection to minimise risk. For example, supervision must maintain a focus on the child and consider the impact of fear, sadness and anger on the quality of work with the family. The Provider shall also ensure that PH Nurses are trained to NSPCC guidelines. The Named Nurse for Safeguarding Children & Young People will support PH Nurses to discharge their supervision responsibilities through peer-based supervision and dedicated training.

6.3 Management supervision

The Provider shall ensure that PH Nurses with a requirement to line manage in their roles will have access to a PH Nurse manager or professional lead to provide one-to-one professional management supervision of their work, case load, personal & professional learning and development issues.

6.4 Practice Teacher Supervision

The Provider must ensure that PH Nursing Practice Teachers have access to high quality supervision

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according to the requirements of their role.

The Provider is required to ensure that all of the above forms of supervision will have an emotionally restorative function and will be provided by individuals with the ability to:

- 1) Create a learning environment within which PH Nurses can develop clinical knowledge, skills and strategies to support vulnerable families. This will include experiential and active learning methods.
- 2) Use strengths-based, solution-focused strategies and motivational interviewing skills to enable PH Nurses to work in a consistently safe way utilising the full scope of their authority.
- 3) Provide constructive feedback and challenge to PH Nurses using advanced communication skills to facilitate reflective supervision.
- 4) Manage strong emotions, sensitive issues and undertake courageous conversations.

7. Record keeping, data collection systems and information sharing

7.1 In line with contractual requirements, the Provider will ensure that robust systems are in place to meet the legal requirements of the Data Protection Legislation and the safeguarding of personal data at all times. Providers should also refer to 'Record Keeping: Guidance for Nurses and Midwives', NMC, 2009.

7.2 The Provider is required to implement and maintain security standards, processes, procedures, practice and controls in accordance with the NHS Information Governance Toolkit standards to a minimum of Level 2 compliance for its 'organisation type' (as defined in the HSCIC IG Toolkit User Guide – Organisation Types).

7.3 The Provider must ensure that information governance compliance is consistent across the PHN Service, confirm with the Authority, the responsible organisation across the service where there is than one provider delivering services under this Contract and identify a single point of contact for all information governance matters .

7.4 The Provider must be compliant with HSCIC Information Governance Toolkit standards and ensure information governance policies and procedures are in place and understood. The Provider will work collaboratively with key partners to develop shared records with client consent.

7.5 In line with the above and following good practice guidance, the Provider will have agreed data sharing protocols with partner agencies including other health care providers, children's social care and the police to enable effective services to be provided to children and their families. The Provider will ensure that all staff have access to information sharing guidance including sharing information to safeguard or protect children.

7.6 The Provider must ensure information governance policies and procedures are in place and understood. The Provider will work collaboratively with key partners to develop shared records with the Service User's consent.

7.7 The Personal Child Health Record (PCHR), or electronic version when it comes on line, will be completed routinely by professionals supporting parents and carers to use proactively. The Provider will supply PCHR's to all newborn babies within the Authority's administrative area and also any babies under 6 months transferring in to the Authority's administrative area if they do not already have one. Distribution of the PCHR for newborn babies should be agreed locally with Maternity Services

7.8 Appropriate records will be kept in an appropriate electronic system that will enable high-quality data collection to support the delivery, review and performance management of services.

7.9 The Provider must ensure that staff are using and are trained to use suitable electronic record keeping equipment that includes data collection systems such as (list not exhaustive): ECINS, NCMP, Open Exeter, CHIS, Care Plus, and NHS Digital 'Bureau Service Portal'.

7.10 The Provider must ensure the PH Nursing Service is accessible to all families with young children. This may require the use of appropriate technology e.g. health promoting apps, secure text messaging with clients, secure email facilities with clients and other agencies

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7.11 The Provider shall ensure that the use of equipment, where necessary to meet needs and make the service accessible by remote access e.g. laptops and tablets, mobile phones, teleconference facilities, videoconferencing facilities, will be conducted in a secure manner and shall procure that all of its staff (paid or unpaid), employees, consultants, agents or sub-contractors shall not store any Service User or Authority data on any portable device or media unless that device is encrypted.

7.12 *2-2.5 year review (Ages and Stages Questionnaire)* The PHOF indicator 2.5, development at age 2-2.5, will require the implementation of a data collection about the Ages and Stages questionnaire to be used in the 2-2.5 year review. The data items required are likely to include: date of birth of child, date of completion of ASQ-3 questionnaire, whether the questionnaire was completed as part of HCP 2-2.5 year review/integrated review, which questionnaire was used (eg24/27/30 month), ASQ domain scores (Communication/Gross Motor/Fine Motor/Problem-solving/Personal-Social), gestational age at birth, gender, postcode, ethnicity and date of birth of mother. The Provider shall make plans to ensure that the mechanisms for data collection of the 2-2.5 year review are in place in readiness for this collection.

7.13 Where access to systems is only possible via NHS N3 network access, it is incumbent on providers to be authorised for N3 access and currently have an operational N3 connection.

Systems for 0-25 PH Nursing Service (this list is not exhaustive)

System	Data held/accessed	HV	FNP	SN
Electronic patient record system/ case management system e.g. Lorenzo/Rio	Client information/client records/core contacts etc. held by Provider. Information from this system would need to be transferred to any new provider for active caseload new provider would need to have same or equivalent electronic patient record system	Yes	Yes	Yes
NCMP	Child details and measurements held by Provider and National NCMP database	No	No	Yes
CHIS	Child details/screening/immunisation/DV/A&E admissions held by CHIS information transferred to enable provider to deliver service. Provider needs to also upload data to keep this updated.	Yes	Yes	Yes
Care Plus	Not yet operational but may before end of current contract			
ECINS	Client information, accessed by other professionals as well as provider	Yes	Yes	Yes
Maternity Dataset	Client information/contact details and EDD provided by maternity transferred to provider	Yes	Yes	No
National FNP Team/Open Exeter	Client data any new provider would need to access this system	No	Yes	No
ChatHealth Texting	Client information, record of texts received and sent caller information and trail of conversation Either anonymous on Shared drive/ or if PID. Any new provider would need to have similar system. As any ongoing work with an individual is transferred to Lorenzo/Rio then no reason for new provider to have access to this system or information to be transferred.	No	No	Yes
NHS Digital 'Bureau Service Portal'	Providers will be expected to upload information to this system to input into children and young people datasets.			

8. Assessment of children and families.

- 8.1 Initial core Healthy Programme assessments of children and families must be carried out by appropriately trained PH Nurses. Certain re-assessments may be delegated according to the professional judgement of the PH Nurse. There shall be a scheduling system in place to ensure optimum uptake; this shall be aligned to the CHIS.
- 8.2 PH Nurses must respond to all referrals according to local policy. Referrals, from whatever source, (including families transferring in) shall receive a response to the referrer within 5 working days, with contact made with the family within 5 working days.
- 8.3 Urgent referrals, including all safeguarding referrals, must receive a same day or next working day response to the referrer and contact with the family within two working days. While it is preferable that urgent referrals are dealt with by the named PH Nurse for the family involved, to ensure these visits are prioritised, the Provider should have a process in place for when the named HV is not available.
- 8.4 When a child transfers into the Authority's administrative area, PH Nurses must check newborn blood spot status and arrange for urgent screening if necessary. They must also ascertain the status of immunisations, screening status, health and development reviews and arrange for these to be completed as appropriate.
- 8.5 The Provider must develop its own local area newborn blood spot policies and pathways in partnership with local midwifery, CHIS and GP colleagues at the start of the contract. PH Nurses will be required to communicate results to parents where appropriate.
- 8.6 The PH Nurse must check the status of, and record, all screening results including hearing, Newborn Infant Physical Examination (NIPE) and Hep B schedule, immunisation status and refer immediately for any follow up necessary.
- 8.7 Caseload holding -As a minimum the Provider shall ensure that there is a named PH Nurse for every family up to 1 year of age and for all children 0-5 identified as having needs at the Universal Plus/ Partnership Plus levels. All mainstream schools should have a named PH Nurse.
- 8.8 Transfers out of area - Where a child moves out of the Authority's administrative area the Provider must ensure that the child's health records are transferred to CHIS for transfer to the receiving PH Nursing Service in the new area within 2 weeks of notification.
- 8.9 The Provider must ensure that procedures are in place to trace and risk-assess missing children and those whose address is not known and shall have systems in place to follow up and trace children who do not attend for 9 month and 2 year assessments.
- 8.10 The Provider must ensure that direct contact is made to handover all child protection cases within 5 working days when transferring in and out of the Authority's administrative area or to another team within the service.

9. Integrated Working

- 9.1 The Provider will establish:
Excellent working relationships with all stakeholders, including effective joint working at transition points (e.g. midwife/PH Nurse, PH Nurse/midwife/Family Nurse Partnership/Local Authority/GP/5-19 services/troubled families/early years providers').
- 9.2 A named PH Nurse in attendance at Children's Centre Management/Advisory Board or equivalent: In addition to attendance at Management/Advisory Boards the named PH Nurse should also evidence input & outcomes of their attendance through an annual report detailing input, outputs/outcomes & achievements.
- 9.3 Ensure that there is an appropriate senior nurse or operational representation in local Strategic Partnerships, Local Children Safeguarding Boards, developing and supporting delivery of services in line with the priorities in the Shropshire JSNA and associated strategies.
- 9.4 An area-based geographical PH Nursing Service structured in line with local children's services, working together to deliver integrated, evidence-based services for children and their families, with a focus on prevention, promotion and early intervention.
- 9.5 The Provider will identify a named PH Nurse link to each GP practice to facilitate liaison, information sharing and joint working in the best interests of families. There will be an agreed schedule of regular contact meetings for collaborative service delivery which must be audited and actioned on a regular basis.
- 9.6 The Provider will identify a named PH Nurse link to each Children's Centre or equivalent (Family Centre)- A named PH Nurse on each Centre management advisory board or equivalent and a PH Nurse linked to each school to work in partnership with children centres and schools to:
Provide improved access and delivery of the HCP and, through this, the children's centre core

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offer/schools offer.

9.7 The Provider will demonstrate the outcomes and impact of integrated working with children's centres/schools and equivalent; in their delivery of evidence based interventions to improve outcomes for families.

9.8 The Provider will promote and describe the wide range of early years provision that children and their families are entitled to, and as part of that process encourage all families to register for access to a wider range of provision.

9.9 The Provider will work in a collaborative manner with Children's Centre/education teams to agree joint local children's service priorities based on local JSNA, how these services will work together. An example of this is the development of a Partnership agreement between the PH Nursing Service and Children's Centres. Services will agree a method of data collection that encourages appropriate sharing of information with the families consent.

9.10 The Provider in delivering the Services will develop close links with all local providers of services to children, for example, voluntary sector providers, child minders, early year's settings and schools.

9.11 In addition to the core programme, the HCP schedule includes a number of evidence-based preventive interventions, programmes and services. The Provider will work with the Authority, local authority partners, local safeguarding and children's boards, Health and Wellbeing Boards, Clinical Commissioning Groups (CCGs), to determine which services are offered locally and by whom. The next section sets out the evidenced based multi-agency pathways that should be developed and implemented.

Leading delivery of the HCP using a collaborative approach in partnership with children, families and stakeholders.

10. Service description/pathway

10.1 Key elements of the PHN Service are:

- Promote healthy choices and lifestyles, including delivery of immunisations as agreed or negotiated at national level.
- Safeguarding the welfare of children and respond appropriately to children in need of protection from abuse, neglect and other risks, including engagement in Early Help.
- Management of lifelong conditions and complex needs, facilitating access to and delivery of evidence-based interventions to maximise health gains. Including community based Enuresis clinics.
- Signposting and integrated working with other services and secondary care.
- To assess and identify the health needs of a school populations leading to a school health profile in relation to children and families and undertake health screening as required.
- Provide challenge and support to other agencies to fulfil their role in meeting the needs of children and young people.

10.2 The Provider in delivering the PHN Service will work collaboratively to develop, implement, monitor and review multi-agency care pathways for priority needs for children, young people and their families, ensuring clarity of roles and responsibilities, reducing duplication and eliminating gaps. These will be based on evidenced-based assessments and interventions with a clear role for PH Nurses underpinned by training in the relevant competencies. These should be in line with national pathways and guidance where these have been developed.

10.3 Multi-agency, evidence-based pathways expected to be in place by the Provider are set out in Appendix 2.

10.4 Care pathways will be used as appropriate i.e. perinatal mental health, emotional health and well-being, continence, development, child protection, sexual health, Information Sharing and Assessment processes, teenage pregnancy, obesity, height and weight measurements.

10.5 At universal contacts, drop-in sessions including health clinics and or CHAT sessions, PHSE sessions or appointments requested by children or young people or their parents/carer) the following activity may be conducted (dependent on assessment and need presenting):

Emotional Health and Well-being

- Discussion of psychosocial health issues with the child, young person and/or family and mechanisms for avoiding or managing risk factors.
- Promotion of an understanding of the child's/young person's emotional needs and the

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importance of positive parenting.

- Bereavement support and counselling for children and young people, including signposting to other agencies.

Epidemiology, Infection Control and Immunisation

- Provide advice to young people, parents and school staff on infections and infestations, immunisations, hand-washing, personal hygiene and maintaining a clean environment linked to the Authority's Health and Safety guidance.
- Liaison and information to girls and their parents on HPV immunisation.
- Delivery of HPV immunisation to Year 8 girls.

Safeguarding and Promoting Children and Young People's Welfare

- Use of listening and observation skills to identify indicators of abuse.
- Awareness of domestic violence prevalence
- Partnership working both interagency and multi-agency to identify vulnerable children and families.
- Proactively follow up of Accident & Emergency reports
- Involvement in team around the child, case conferences and core groups and in the development, implementation and monitoring of the child protection plan.
- Sharing of information with lead safeguarding and domestic abuse PH Nurse and link to the named nurse for safeguarding.
- Participate in Early Help meetings within COMPASS to provide health information and advice on appropriate support/referral

Obesity Prevention, Nutrition and Physical Activity

- Encourage healthy eating, a healthy lifestyle and fun activities for children and young people that promote physical and emotional wellbeing.
- Advice to children and young people on healthy eating, physical activity, highlighting useful sources of nutritional advice and promoting dental health.
- Signposting to programmes.

Relationships, Sexual Health and Teenage Pregnancy

- Provide sexual health advice, awareness campaigns and enhanced services (e.g. emergency contraception, pregnancy testing, condom distribution and Chlamydia screening)
- Provide relationship and sex education and puberty information
- Provide services for teenage parents that are actively inclusive of fathers and encourage their participation.
- Provide sexual health services e.g. chlamydia screening, pregnancy testing, EHC, CDS where PH Nurse holds appropriate qualification and CPD. If this is undertaken on a school site then formal agreement from School Governors and Senior Management Team is required.

Long-term Medical Conditions and Complex Needs

- Monitor children/young people with long-term conditions, special learning needs and physical disability to maintain access to education provision.
- Conduct assessments, planning and implementation of care on a day-to-day basis for pupils with minor conditions and /or chronic illness including advice on self-care.
- Raise awareness with parents and carers, early years and school staff on medical conditions including anaphylaxis, asthma, diabetes and epilepsy.
- Develop the role that with parents and carers, early years and school staff play in the management of medical conditions
- Facilitate obtaining up-to-date information on medical conditions for parents and carers, early years and school staff.
- Liaison with hospital and specialist services
- Development of programmes and training plans for early years settings and schools for asthma management, epilepsy and anaphylaxis.
- Facilitate and support the development of chronic disease management programmes for children with complex medical needs in mainstream education

Other Activity

- Advice, guidance and provision of support for young people to reduce/stop smoking including

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nicotine replacement therapy.

- Undertake assessments using appropriately agreed national and local guidance, protocols and procedures e.g. CSE toolkit, Audit C

10.6 The Provider will ensure that the PHN service will have Standard Operational Procedures for interventions so that professionals are aware of the scope at which PH Nurses are able to work.

10.7 The Provider will work in partnership with children, young people, parents and carers using approaches that empower young people to be active determinants of their own positive health and well-being.

10.8 The Provider will be required to evidence effective working arrangements with a range of local services including schools, general practice, community health services and the voluntary and community sector providers.

10.9 The Provider will be flexible and responsive, adapting provision to the individual needs of children, young people and families in terms of their circumstances, e.g. ethnicity, language and disability.

10.10 The Provider is expected to use evidence-based programmes whenever possible.

11. Whole System Relationships

11.1 The Provider will work directly alongside early years settings, children's centres, heads, teachers, governors, parents and carers to promote health and well-being of pupils. The PHN Service forms part of Public Health Services within Shropshire and the Provider will be a key partner with the Authority in the delivery of Services.

11.2 Transition to adult services (if applicable) will be based upon the young person's individual needs and the presence of long-term or complex needs.

11.3 For children and their families leaving the Authority's administrative area see section 8.8

11.4 The Service will make best use of existing and developing relationships and partnerships and will be delivered and organised in a way that maximises the positive social, economic and environmental impacts that an excellent community-based service can provide.

12. Safeguarding

12.1 The Provider must ensure that policies and procedures relating to safeguarding are adhered to, that safeguarding is carried out in accordance with the intercollegiate documents for safeguarding, SSCB guidance, national guidance for example NICE, and lessons learned from Serious case reviews (SCR) together with other reviews and that staff have undertaken training appropriate for their professional role. The Provider shall ensure that it is represented on the SSCB. All staff working with children and their families will have undertaken an enhanced Disclosure and Barring check. See relevant safeguarding policy and requirements

<http://www.safeguardingshropshireschildren.org.uk/scb/>

In addition the Provider shall:

- Ensure that an internal safeguarding audit is undertaken at intervals agreed (with the Authority but at a minimum of one per annum. The Provider will report the results of the audit(s) to the Authority within an agreed timeframe and include any actions that need to be undertaken.
- Participate in any external safeguarding audits /external reviews as identified by the Authority e.g. Shropshire Safeguarding Children Board (SSCB) review. The Provider will report the findings of such reviews including any actions that need to be undertaken, to the Authority within an agreed timeframe.
- Undertake and be part of all Serious Case Reviews (SCR), Learning reviews, Quality and

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performance measures and undertake all recommendations from peer review, SCR and other reviews in an agreed timely manner.

- Provide information to the SSCB as requested including information to the Quality and performance sub group
- Ensure that PH Nurses are involved in all child protection cases as appropriate and the Service has representation at all meetings where appropriate and where children are identified as being vulnerable for example (but not limited to) MARAC (multi-agency risk assessment conference), CSE (Child Sexual Exploitation), Prevent, Domestic homicide , MAPPA (Multi-agency public protection arrangements) etc.
- Ensure that it is involved in any SSCB sub groups and shall work with the SSCB board and board members to make the safeguarding of children a high priority and embedded into every day practice.
- Ensure that SSCB's key multi agency working is adhered to and shall provide for training and monitoring of NSPCC Graded Care Profile (GCP2 Training), STORM training together with any other training requirements as shall be identified from time to time throughout the duration of this Contract
- Demonstrate effective management and escalation of safeguarding risks and how risks are reviewed and benchmarked
- Ensure designated/named safeguarding professionals are embedded within clinical decision making and have authority to work with local health economies in early help support to prevent safeguarding issues arising

12.2 The Provider will work with schools to review Shropshire Operational Guidelines for school-based CHAT services (March 2006)

12.3 The Provider will conform to Patient Group Direction Guidance on issuing emergency contraception, issuing condoms, issuing nicotine replacement treatments. This is for delivery of enhanced sexual health services and smoking cessation services.

12.4 The Provider will conform to national and local guidance as appropriate the management of medicines.

12.5 The Provider will conform to the Shropshire Council's Working in Schools Guidance on Visitors in Schools.

12.6 The Provider will ensure that consent from the child's legal guardian is obtained before conducting screening, early help referral etc. where Fraser competency is not applicable.

<https://www.nspcc.org.uk/preventing-abuse/child-protection-system/legal-definition-child-rights-law/gillick-competency-fraser-guidelines/>

This list is not exhaustive and the Provider should conform to any national /local guidance that relates to the delivery of the service.

13. Interdependencies with other services

The Provider shall work with the following agencies: (this list is not exhaustive)

- Maternity Services
- Schools
- Early Years settings
- Independent Schools
- Education settings
- Further Education settings
- Children's Centres
- Early Help
- General practice
- Community Paediatricians
- 0-25 Emotional Health Well-being service
- Allied Health professionals, e.g. SALT

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- Child Health Information System (CHIS)
- Public Health England
- NHS England
- Specialist Nursing Services
- Acute Trust
- Local Authority
- Voluntary and community organisations
- Other community services
- Police
- Youth Offending Service
- Clinical Commissioning Group
- Commissioning Support Unit
- National Health Service Commissioning Board

Relevant Clinical Networks and Screening Programmes

Screening Programmes

- Perinatal Mental Health screening
- Perinatal Mental Health network
- Infant Mental Health network
- National Child Measurement Programme
- Regional National Child Measurement Programme Coordinators Meeting
- Professional Networks

14. Sub-contractors

Details of Sub-Contractors are listed in Schedule 10 of this PHN Service specification.

15. Staffing Establishment

15.1 The Provider must ensure equal access for all children, young people and their families, irrespective of age, disability, gender reassignment, marriage and civil partnership and race – this includes ethnic or national origins, colour or nationality, religion, lack of belief, sex or sexual orientation.

15.2 The Provider will at all times ensure that practitioners with the appropriate skills are available to provide the services outlined in this specification whilst ensuring skills mix appropriate to roles and responsibilities complying with Nursing Midwifery Council guidelines .

15.3 The Service shall cover the administrative area of the Authority.
The PHN Service will be available for all children 0-5 and 5-19 attending mainstream education residing in the administrative area of the Authority.

15.4 The PHN Service will be available in the home, mainstream education settings and community venues, as appropriate. .

15.5 The Provider will ensure that any coverage/ boundary issues that may arise will be dealt with proactively in collaboration with neighbouring providers. Delivery of a service that meets the needs (including safeguarding needs) of the child or family **must** take precedent over any boundary discrepancies or disagreements.

16. Days/Hours of operation

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16.1 In order to meet the needs of families, the PHN Service will operate between the hours 8am – 8pm Monday to Friday, core hours normally being 9am-5pm. This may be delivered through a range of workforce planning options such as flexible shift times. Other working hours may be considered by local agreement to meet the needs of families.

17. Referral criteria & sources

17.1 The PHN Service covers all children, young people their parents/carers/guardians residing in the administrative area of the Authority) and attending mainstream school 5-19.

- The PHN Service will provide more detailed interventions for vulnerable children, young people and their families.
- Children and young people presenting to the PHN Service with critical needs or in emergency situations, e.g. child protection concerns will be prioritised.
- All other children and young people with non-critical needs will be addressed within a suitable period following an assessment of risk.
- The Early Help Assessment framework will be used to identify vulnerable children and enable a holistic assessment to be undertaken.
- The Provider in delivering the PHN Service will ensure access to appropriate services for children educated at home, not attending school or excluded from school and travelling communities, by providing a named PH Nurse.
- The Provider will ensure that the PHN Service will adhere to Military Families pathways

17.2 The Provider will ensure that referrals are accepted into the PHN Service from other agencies and health professionals via a Public Health Nursing Service referral form. Parents, carers and young people may self -refer into the PHN Service.

17.3 Referral route:

- The Provider will make direct contact with parents/carers /contacts from pregnancy to age 3 using information generated from maternity datasets identifying pregnant women and CHIS for to make appointments for health reviews from new birth visit to age 3.
- Providers will make direct contact with settings to deliver any element of the HCP
- The Provider will ensure that the Public Health Nursing Service will actively follow up children/families who do not attend the sessions for screening tests and immunisations.
- The Provider will ensure that 'opt in' and 'opt out' consent protocols are followed for specific interventions.
- The Provider shall ensure that access is available via drop-in sessions, clinics, home visits, telephone contact, texting and other formats.
- In addition, contact by the PH Nurse to children and young people and / or their families will be made as a result of an Early Help or Child in Need meeting/action plan and/or school or G.P. request and/or self-referral.

17.4 Exclusion Criteria

See population coverage section 1

17.5 Response time and prioritisation

- All children, young people, parents, carers, and professionals seeking telephone advice and support from a PH Nurse will receive a response within 24 hours or the next working day.
- The PH Nurse will prioritise activities that require a nurse above other activities.

18. Applicable Service Standards

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18.1 Applicable national standards e.g. NICE

See Evidence Base see Appendix 3

18.2 Applicable local standards as determined by the Authority

19. Location of Provider Premises

The Provider’s Premises are located at:

20. Required Insurances

20.1 The following types of insurance will be

Public Liability Insurance minimum £10 million cover for any one event

Employment Liability Insurance –minimum £5 million cover for any one event

Professional Indemnity Insurance minimum £5 million cover for any one event

Clinical Negligence Insurance - Unlimited

Please refer to clause B27

21. Outcome measures and metrics

The service will be measured on or the contribution to the following outcomes: (Please note this list is not exhaustive). Appropriate targets will be set in relation to some of these outcomes.

Outcome Measures
PH Outcomes and Mandated reviews
Early learning and school readiness including communication, speech and language development.
Low income households with under fives: Parents are improving their basic skills, particularly in literacy and numeracy Parents are working without the need for additional benefits
Personal social and emotional development
Parenting; Parents are increasing their knowledge and application of good parenting Parents are regularly engaging positively with their children Improved parental responsiveness and secure parent-child attachment Parents are setting and reinforcing boundaries Parents are regularly talking to their child using a wide range of words and sentence structures, including songs, poems and rhymes Parents are reading to their child every day Delivery of parenting groups
Parental mental well-being: Parents have good/improving mental health and well-being
Reducing smoking in pregnancy, childhood and adolescence including increasing smoke free homes
Breastfeeding: Increasing breastfeeding initiation and prevalence. Thus should include access to specialist support
Healthy weight
Increasing healthy Start vitamin uptake
Improving oral health/reduction in tooth decay

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Reduction in A&E attendances for minor illnesses and unintentional injuries including road traffic accidents
Reduction in hospital admissions due to asthma, substance misuse, self-harm
Increase in immunisations received at appropriate times
Building resilience and emotional health and well-being including increasing health literacy
Relationship and sexual health including self-esteem, relationship and sex education support, advice, screening and treatment. This also relates to reduction in teenage pregnancy and sexually transmitted infections.
Supporting additional health needs including training for education settings, support for parents
PH Outcomes and Mandated reviews
Meeting the health needs of CYP in Independent schools and FE
Transition to adulthood
Safeguarding
Access to screening
Support for Looked after Children including health reviews see dashboard in Appendix C
Support for CYP with special educational needs including undertaking the health element of EHP's.
<p>Providing data and information on mandated reviews:</p> <ul style="list-style-type: none"> Antenatal contact New birth visit 6-8 weeks 9-12 months 2-2.5 years Reception Year 6 Age 12-13 Transition to adult services
Collaborative Working
<p>Participation in multi-agency meetings/panels/COMPASS</p> <p>Co-location of staff</p> <p>Co-facilitation of groups</p> <p>Accessibility and visibility</p>
Social Value
<p>The Service will make best use of existing and developing relationships and partnerships and will be delivered and organised in a way that maximises the positive social, economic and environmental impacts that an excellent community-based service can provide.</p> <p>Specific 'Social Value' requirements to be demonstrated by the Service may include (but are not limited to):</p> <p><u>Economic Value</u></p> <ul style="list-style-type: none"> • Jobs, traineeships, apprenticeships or work experience placements are created by the Provider including where appropriate for vulnerable people such as children and adults with disabilities, Looked After Children, young people leaving care and those who are NEET (Not in

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Education, Employment or Training)

- The local supply chain is supported through local sourcing of supplies and materials

Social Value

- Voluntary and community groups are actively promoted and supported and are able to complement the outcomes delivered by the Service
- Local communities and people are able to help themselves and do not rely on others to meet their needs

Environmental Value

- The Service is delivered in a way which minimises its environmental impact

Governance

Risk management

Incidents

Root cause analysis

Complaints

Satisfaction surveys

Information Governance compliance

CQC Compliant

Workforce

Workforce planning

Continuous Professional Development including mandatory training

Learning needs analysis

Supervision and appraisal

Subscription to professional bodies/organisations/institutes as appropriate

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Appendix 1

Family Nurse Partnership Service Specification

Service Specification No.	
Service	Family Nurse Partnership – Shropshire
Authority Lead	Troubled Families Strategic Coordinator
Provider Lead	
Period	1 st October 2017 – 30 th September 2020
Date of Review	

1. Population Needs

1.1 Local context

This specification is for the delivery of the Family Nurse Partnership across the Authority's administrative area (small scale permanence). The primary purpose of the Family Nurse Partnership (FNP) is to reduce the impact of multiple deprivation and improve the short and long term health and well-being outcomes of children born to vulnerable young first time mothers under the age of 19 years, reducing the short and long term cost of caring for these children and families.

The Shropshire expansion would enable up to 100 families (c 37% of the eligible population) to benefit from FNP. This data is based on 153 live births for maternities 19 and under (2011 ONS).

New knowledge on the neurological development of babies and the importance of the parent-infant relationship emphasises the importance of early preventive intervention in pregnancy, and the first 2 years of life for children if we are to improve outcomes and reduce later societal costs.

The aim the Family Nurse Partnership (FNP) is to;
Improve the health and well-being of a cohort of the most disadvantaged children and families and prevent social exclusion by

- Improving pregnancy outcomes,
- Improving child health and development (including future school readiness and achievement) in line with the Healthy Child Programme.
- Improving parents' economic self-sufficiency.

It is estimated that between 2% and 5% of children are at risk of poor outcomes due to multiple deprivation and can benefit from evidence based intensive preventive programmes such as the Family Nurse Partnership programme

The FNP is most effective targeted at first time mothers aged 19 and under at last menstrual period¹

1.2 Evidence Base

1. The FNP is called the Nurse Family Partnership in the US where it has been developed and researched over the last 30 years by Professor David Olds. Three randomised control trials have shown consistent short and long term benefits for children and families. The programme effects are greatest among those who are most vulnerable². The benefits include:

- Improvements in women's antenatal health
- Reductions in children's injuries
- Fewer subsequent pregnancies
- Greater intervals between births
- Increases in fathers' involvement

¹ Hall D and Hall S 2007 Assessment and engagement (insert link)

² Prenatal and Infancy Home Visiting by Nurses: From Randomized Trials to Community Replication David L. Olds et al Prevention Science, Vol. 3, No. 3, September 2002 (C° 2002)

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- Increases in employment
- Reductions in welfare dependency
- Reduced substance use initiation and later problems
- Improvements in school readiness

2. An economic evaluation in the US showed that for low-income and unmarried mothers the cost of the programme was recovered by the child's fourth birthday³

3. An international review of programmes that prevent child maltreatment found that the Nurse Family Partnership programme was one of only 2 programmes known to prevent child abuse and neglect⁴

1.3 The policy evidence:

The FNP service must work to the values, principles and guidance contained within, but not limited to:

Cross Government Reviews, National Policies and Procedures

Including all relevant NICE guidance

- Healthy Lives, Healthy People – our strategy for public health in England (DH, 2010)
- FNP Management Manual (2013)
- NHS England Mandate 2013
- Early Intervention, the next steps – and Early Intervention, Smart Investment, Massive Savings Independent review by MP Graham Allan (DH,2011)
- Supporting Families in the Foundation Years (DfE and DH 2011)
- The Health Visitor Implementation Plan (DH 2011)
- Child Poverty Strategy, a new approach to child poverty: tackling the causes of disadvantage and transforming families' lives
- Maternal and child nutrition NICE guidance 11(NICE,2011)
- You're Welcome Criteria (DH, 2011)
- [Transition from midwife to HV](#)
- Marmot, M (2010) *Fair Society, Healthy Lives: Strategic Review of Health Inequalities in England*
- Munro Review of Child Protection (2010)- final report 2011
- Dame C Tickell Review of The early years Foundation Stage - Foundations for Life , health and Learning (DfE 2011)
- The Foundation Years : Preventing poor children becoming poor adults, Frank Field (HMG, 2010)
- Midwifery 2020: Delivering expectations (DH 2010)
- Tackling health inequalities in infant and maternal health outcomes. Report of the Infant Mortality National Support Team. (DH 2010)
- Getting it right for Children and Young People (Kennedy, 2010)
- Grasping the Nettle: early intervention for children, families and communities (2010)
- Reducing differences in the uptake of immunisations (NICE PH 21 2009)
- The Protection of Children in England: A Progress Report. (Laming, 2009)
- Transforming Community Services for Children, Young People and their families,(DH, 2009)
- The Healthy Child Programme Pregnancy and the first five years of life (DH, 2009)
- Guidance on Antenatal and postnatal Mental Health-clinical management and service guidance (NICE guidance 45 2007)
- [Improving outcomes and supporting transparency, Part 1: A public health outcomes framework for England, 2013-2016](#) (DH, 2012)
- [The NHS Outcomes Framework 2012/13](#) (DH, 2011)
- Breastfeeding ([UNICEF baby friendly in the community](#))
- [Working Together to Safeguard Children](#) HM Govt 2013)
-

1.4 General Overview

The FNP is a licensed, evidenced based, intensive nurse-led prevention and early intervention programme for

³ <http://www.wsipp.wa.gov/rptfiles/04-07-3901.pdf>

⁴ Interventions to prevent child maltreatment and associated impairment Harriet L MacMillan, C Nadine Wathen, Jane Barlow, David M Fergusson, John M Leventhal, Heather N Taussig www.thelancet.com Published online December 3, 2008

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vulnerable first time young parents and their children. It is the first part of the preventive pathway for the 2-5% of most disadvantaged children.

The license is held by the FNP National Unit; who have authorised the Provider to deliver the FNP to a cohort of first time young parents from early pregnancy until the child is 2.5 years old. The requirements of the license ensure that the original research conditions are replicated. (see annexe A)

The FNP is a voluntary preventative, programme offered to young mothers having their first baby; it begins in early pregnancy and is orientated to the future health and well-being of the child. The programme consists of frequent structured home visits until the child is 2 years old. The family nurses who deliver the programme are drawn mainly from health visiting and midwifery and they receive additional training to equip them for the new role. The FNP is based on the theories of human ecology, attachment and self-efficacy and has three overarching goals:

- To improve antenatal health
- To improve child health and development
- To improve economic self-sufficiency

Each home visit covers the six domains of personal health, environmental health, life course development, maternal role, family and friends and health and human services. The nurses use programme guidelines, materials and practical activities, to work with the mother as well as the father and wider family, on understanding their baby, making changes to their behaviour, developing emotionally and building positive relationships. The in-depth relationship the nurses develop with their clients and their therapeutic communication skills enable them to connect deeply with the motivations and 'hearts desires' that all first time parents have. In this way, they can guide their clients safely through what is often a difficult life transition to becoming the parent they want to be for their new baby.

FNP supports the delivery of national priorities and the statutory responsibilities of local partnerships. Priorities for children and young people in Shropshire are articulated through the children and young people's plan, which are owned and performance managed through the children's strategic partnership arrangements e.g. Children's Trust.

The delivery of the FNP needs to be integrated into the Healthy Child Programme (HCP), specifically the Locality Support Teams or their equivalent and the wider children's services.

1.5 Objectives The Authority expects the Provider to deliver the FNP Service against the following objectives:

- To improve pregnancy outcomes for young first time mothers through their engagement in preventative health practices.
- To improve child health and development by helping parents to provide a secure, nurturing and stimulating environment for their children.
- To improve economic self-sufficiency of the family by helping parents to develop a vision for their own future with their baby.
- To ensure that families receiving the FNP also access the universal and progressive HCP schedule.
- To maximise engagement of vulnerable clients through effective partnership relationships and offer evidence based preventive interventions and reduce inequalities in health and wellbeing.

2 Outcomes

1. Expected Outcomes

Research evidence from the US suggests that the following outcomes can be achieved for mothers with the lowest psychological resources:

- Reduction in smoking in pregnancy.
- Increased initiation in breastfeeding.
- An overall improvement in their diet.

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- Appropriate use of primary, acute and urgent care services
- Increase immunisation rates, which reduce vaccine preventable communicable diseases in the whole community.
- Improved emotional and social wellbeing through strong parent child attachment, and positive parenting and family relationships.
- Greater intervals between and fewer subsequent births.
- Fewer childhood accidents.
- Improved self-management of respiratory conditions .i.e. asthma
- Reduction in child abuse and neglect.
- Better language and communication development,
- Increases in maternal employment and training.
- Greater involvement of fathers.

Reduction in the health, social and educational costs of supporting the child and family.

3 Scope

Aims and objectives of the FNP service

3.1 Service Description

The FNP is a multi-dimensional programme, which differs from usual services and must be delivered according to licensing conditions in order to replicate the original model and ensure benefits to children and families.

The FNP is the 'intensive care' end of the Healthy Child Programme and meets the evidenced based requirements for a progressive universal service. It is part of the preventive pathway for the most disadvantaged and vulnerable infants.

The FNP will support improvement in child specific vital signs indicators including the tier 2 Childhood immunisation uptake indicator, percentage of children breast fed indicator and tier 3 reductions in teenage pregnancies.

The Provider will deliver the implementation and delivery requirements for the FNP as set out in the Management Implementation Manual:

- Governance and leadership,
- Licensing requirements
- The FNP team
- Training
- Resource requirements
- Client recruitment pathways
- Information system
- User involvement
- Safeguarding

The FNP will be delivered by a team of trained family nurses, led by the FNP supervisor and linked to a range of services and accountable to the FNP Advisory Board.

The FNP will be delivered with fidelity to the FNP model meeting the licensing requirements as set out in annex A, covering staffing requirements, and programme delivery. These may alter during the term of the contract in line with recommendations from the FNP National Team.

Programme of FNP visits*

- 1 per week first month.
- Every other week during pregnancy.
- 1 per week first 6 weeks after delivery.
- Every other week until 21 months.
- Once a month until age 2.

*Dosage may change in line with National team recommendations and individual needs assessment.

Visits last approximately one hour and cover the following domains:

- Personal health – women's health practices and mental health.
- Environmental health – adequacy of home and neighbourhood.
- Life course development – women's future goals.
- Maternal role – skills and knowledge to promote health and development of their child.

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- Family and friends – helping to deal with relationship issues and enhance social support.
- Health and human services – linking to other services.

The Provider will implement the programme in accordance with the 2012 Management Manual.

The programme will include the following:

- Pregnancy guidelines.
- Infancy guidelines.
- Toddlerhood guidelines.
- Six domains to be covered at every visit.
- FNP materials, facilitators and guidelines.
- Ages and Stages Questionnaire (ASQ).
- Partners in Parenting Education (PIPE)
- Dyadic Assessment of Naturalistic Caregiver-Child Experiences (DANCE).

3.2 Care Pathway

Programme engagement is maximised by highly proactive follow up and programme adaptation by the nurse to each individual client on a visit by visit basis to meet their needs

Family nurses will work in partnership with parents using the FNP pregnancy, infancy and toddlerhood guidelines to enable mothers and fathers to set goals, make behaviour changes, and explore their views and feelings. This will build self-efficacy so that they recognise their strengths and develop effective strategies for good infant care giving, enabling them to adapt to their parenting role.

The FNP supervisor employed by the Provider will be responsible for the quality of programme delivery, dosage, quality, and outcome monitoring.

The FNP Service will be flexible and responsive, adapting to the individual needs of children and families in terms of their circumstance e.g. strengths, level of risk, culture, ethnicity, language and disability whilst ensuring fidelity to the FNP programme.

- First time young mothers aged 19 and under will be offered the FNP who are under 19, as part of the preventive pathway within the HCP. Once FNP caseload is at or near capacity this will be done on needs analysis and vulnerability
- Young mothers enrolling on the programme will be visited by the same family nurse until the completion of the programme when the child is 2 years of age, or earlier if appropriate and in line with National team recommendations.
- The programme will be delivered to young mothers within the context of the immediate and extended families involving fathers and grandparents.
- Young mothers who accept the programme will receive structured visits from the family nurse in line with the FNP guidelines.
- The family nurse will work closely with the midwives who will be responsible for the young mother's midwifery care.
- Babies born into the programme will receive the HCP as part of the FNP. The family nurse is responsible for ensuring access to the physical examination newborn hearing screening, blood spot screening and immunisations.
- Transitional work with the family and the health visitor and the locality integrated team, if this is appropriate, will commence when the child is 20 months (or earlier as appropriate to needs) to facilitate a smooth transition for the family. When children reach the age of two years, the family nurse will notify the PH Nurse lead and, if appropriate, the locality integrated team coordinator, and agree future service delivery. Families will be supported to access wider children's services to meet their individual needs at the earliest opportunity, this includes children centres.

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- The Provider will have systems in place for effective communication, audit and information sharing for all aspects of the FNP with midwives, children and family social care, LST and GPs.
- Young mothers who choose not to enrol on the FNP will be notified back to the midwife who will continue to coordinate care for the family up to 14-28 days after the birth of the baby, before handing over to the PH Nursing Service, ensuring the young mother has access to the universal and progressive aspects of the HCP.
- Clients who leave the programme before their child is 2 years old will be notified back to the PH Nursing service and locality integrated team coordinator who is responsible for the full family offer of services.

Records / Report

The Provider will be expected to have in place mechanisms for the systematic collection of high quality data to meet the core fidelity requirements of data collection for the FNP.

Family nurses will be required to keep records to monitor fidelity to the programme, visit content and for evaluation.

Professional records will be managed and accessed in accordance with the record keeping and confidentiality policy for provider services in a way that minimises duplication.

The FNP supervisor will monitor the collection of the data for any centrally required information (FNP Unit) within the agreed timeframes.

The FNP supervisor will receive regular reports on programme delivery that are to be used with the team to improve and maintain the quality of the programme.

Personal Child Health Records (the 'red book') will be kept by parents and carers and completed by carers and professionals. The records will be given to mothers in late pregnancy or very soon after birth (before leaving the maternity unit if born in hospital).

The FNP team will use local Child Health Information systems to record information about each child including immunisation status and healthy child reviews.

Information sharing will be in accordance with the current and agreed Information Governance Policy.

3.3 Population Covered

All first time mothers resident in the administrative area of the Authority and having their first baby who are 19 years and under and less than 28 weeks gestation, who consent to participate in the FNP service and meet the eligibility criteria (FNP Management Manual 2014 or latest version).

It is expected that family nurses will ensure transition to another FNP service where the client moves across a local authority border. The FNP service shall follow a client within the Authority administrative area.

Shropshire FNP commenced in October 2014 as part of wave 8.

The current arrangements enable the FNP service to deliver to 100 families or c. 37% of the eligible young families (ONS mid-year 2012. Source: HSCIC 2014). An additional 10 families can be taken through the FNP service via additional Strengthening Families funding until October 2019 (see Appendix 2)

3.4 Any acceptance and exclusion criteria and thresholds

3.4.1 The FNP Service will be offered to women if they meet the following criteria:

- Aged 19 years and under and less than 28 weeks gestation
- Live within the administrative area of the Authority as stated in 3.3;
- It is the first pregnancy, as confirmed by a health professional. They are included if a previous pregnancy ended in miscarriage, stillbirth or termination as are those expecting multiple births
- The FNP Service has available spaces on the programme

The Provider have in place clear joint guidelines with midwifery services in relation to the recruitment of young mothers into the programme to ensure programme fidelity for recruitment.

- 60% of young mothers recruited by 15 + 6 weeks of pregnancy and 100% by 28 weeks gestation.

At regular intervals the referral criteria will be reviewed to ensure effective recruitment.

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3.4.2 Women are excluded if they meet any of the following criteria:

- Women 20 years and above,
- Referrals received after the 28th week of pregnancy,
 - Young women who have had a previous live birth,
 - Women who plan to have their child adopted,
 - Women who plan to leave the FNP agreed visiting area during the period that they would receive the programme i.e. before their child reaches 2 years of age, for an extended period of time (3 months or longer) or permanently
 - Women who do not speak English for whom the organisation cannot provide an interpreter although every endeavour must be made to do so.

Clients matching these criteria will be classified as having left the programme:

- Child into long term care/parental rights terminated
- Maternal death
- Fetal death, still birth, child death
- Client moved out of the area
- Client long term disengagement (inactive for calendar 6 months).

Clients will be referred to appropriate services to ensure that they continue to be supported as appropriate.

3.5 Interdependence with other services/providers

The FNP will work in integrated way across health, education and social statutory and third sector service to deliver the programme within the context of integrated children's services and progressive universal HCP.

The Provider will have systems in place for early recruitment to maximise the enrolment of eligible clients in early pregnancy, as set out in the FNP Management Manual 2014 or latest version.

The Provider will be required to evidence effective working arrangements and pathways with a range of local services to ensure families receiving the FNP have access to a range of services delivering evidence-based interventions to meet their specific needs e.g. local integrated teams, perinatal and adult mental health, drug and alcohol abuse, domestic violence etc.

The FNP National Unit holds the license and is responsible for the testing of the FNP in England. The current Regional Lead is Mary Griffiths [REDACTED]

Key working relationships for the benefit of children and families are not limited to the following:

- Maternity services
- Locality Team or equivalent
- Psychology services
- Healthy Child Programme (universal services)
- LA Safeguarding and Troubled Families (or equivalent)
- Social care
- Primary Care
- Targeted youth support including teenage pregnancy services
- Adult social care, mental health, learning disabilities, drug and alcohol

The FNP programme is a progressive aspect of the Healthy Child Programme, which depends on contributions from maternity services, general practice, community health services and the children's integrated local teams. Working together across all these services is most important for disadvantaged children and those with additional needs. Agreed pathways and transitional agreements need to be in place to ensure all agencies understand each other's roles and responsibilities in relation to the Healthy Child Programme and case management for families accessing progressive services. Commissioners will be assured that the service works effectively and efficiently in collaboration with other partners to make best use of shared resources.

The pregnancy phase of the FNP is vital to achieving the programme benefits and recruitment needs to take place early in programme. Maternity services are lead partners in ensuring successful delivery of the FNP.

The Provider shall have clear operational standards in place in relation to how the FNP interfaces with, and

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relates to, all of the agencies supporting the delivery of the Healthy Child Programme.

The Provider shall have pathways and agreements in place for transitional points and families moving from the FNP to universal HCP and children's services.

Safeguarding is at the heart of the FNP and the Provider will be required to ensure the programme is embedded into local safeguarding children's board arrangements and policies.

Regional – the Child and Maternity Network

National -FNP National Unit at the Tavistock Centre.

National screening committee guidance in respect of maternal child health.

Antenatal and postnatal screening programmes in accordance with NICE guidance.

4.Applicable Service standards

4.1 Applicable standards set out in Guidance and/or issued by a competent body (e.g. Royal Colleges)

See 1.3 above and applicable national standards (e.g. NICE).

4.2 Any applicable local standards, where identified by the Authority and as appropriate.

4.3. Quality standards as laid down by the National FNP team:

National

- FNP programme visit-by-visit guidance for pregnancy, infancy, and toddlerhood.
- FNP Licensing requirements.
- FNP Management Implementation Manual.
- FNP training programme and competencies.
- NICE guidance relating to maternal and Infant wellbeing e.g. maternal and child nutrition, antenatal, postnatal mental health www.nice.org.uk
- Standards for the screening and examination of the newborn [.www.hearing.screening.nhs.uk/standards](http://www.hearing.screening.nhs.uk/standards)
- The Data Protection Act 1998
- GDPR (to be in force May 2018)
- The Children Act 2004
- The Common Assessment Framework.
- Immunisation against infectious diseases. The green book guidance relating to childhood immunisations 2006 (including amendments) <http://www.dh.gov.uk/publichealth/healthprotection/immunisation/greenbook/DH4097254>
- You're Welcome Criteria (DH 2011)
- A child- centred system. The Government's response to the Munro review of child protection (DfE 2011)
- Supporting Families in the Foundation Years (DfE and DH 2011)
- Families in the Foundation Years: Evidence Pack (DfE and DH 2011)
- Support and aspiration: a new approach to special educational needs and disability (DfE 2011)
- The NHS Constitution for England (DH 2010)
- Statutory Guidance for Looked After Children (DH 2010)
- Working together to safeguard children – A guide to interagency working to safeguard and promote the welfare of children (DCSF 2010)
- Reducing differences in the uptake of immunisations (NICE PH 21 2009)
- The Healthy Child Programme: Pregnancy and the first five years of life (DH 2009)
- The Healthy Child Programme: from 5 to 19 years old (DH 2009) and latest evidence
- The Healthy Child Programme: the two Year review (DH 2009) and latest evidence
- UNICEF Seven Point plan for Sustaining Breastfeeding in the Community (UNICEF 2008)
- Guidance on Antenatal and postnatal Mental Health-clinical management and service guidance (NICE guidance 45 2007)
- All babies count: Prevention and protection for vulnerable babies (NSPCC 2011)

4.3.2.Workforce

Each FNP team has a FNP Supervisor responsible for clinical and safeguarding supervision, management of

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the family nurses, meeting their learning needs and team functioning.

The Provider will need to ensure that supervisors meet the competencies to undertake safeguarding supervision within the framework of FNP supervision.

The Provider will ensure that all family nurses attend FNP training arranged by the FNP National Team and that the supervisor attends the monthly learning sets provided by the FNP National Unit.

The Provider will ensure that Family nurses will be supported to achieve the family nurse competencies.

Family nurses will be recruited from a range of professional nursing backgrounds and providers, meeting the person specifications provided in the 2009 Management Implementation Manual. The Provider will be required to have in place the following programmes to ensure a comprehensive skill set for all family nurses in addition to the FNP training:

- Competencies to deliver the HCP.
- An understanding of common childhood ailments.
- Safeguarding.
- An understanding of pregnancy and childbirth.

The role of family nurse is both demanding and challenging therefore the Provider will ensure the FNP supervisor is central to the recruitment process for family nurses to ensure their suitability to undertake the role.

The FNP is known to be effective in preventing abuse however, the intensity of the programme may expose additional challenges in relation to safeguarding and therefore providers will be expected to have in place clear policies that demonstrate the interface between the FNP and local safeguarding arrangements.

Where professional concerns exist for the potential safety of practitioners a risk assessment will be completed before a home visit is undertaken.

The Provider will ensure fidelity to the model of supervision for family nurses.

- Weekly 1.1 supervision
- Fortnightly team case discussions
- Quarterly joint home visits with the supervisor

The Provider will be required to have in place clear policies for

- Staff appraisal
- Individual professional development plans
- Monitoring sickness and absence.

4.3.3 Self-Care and Patient and Carer Information

The FNP is based on the theory of self-efficacy, which is rooted in the notion that people are more likely to engage in a desirable behaviour if they believe the behaviour will produce a desired outcome *and* if they believe they can successfully carry out that behaviour to achieve that outcome.

Throughout the programme, clients are involved in adapting the agenda of each visit to meet their needs whilst maintaining programme fidelity.

The FNP has a very clear schedule of visits from entry to the programme until the child is aged 2 years.

At each contact with the family nurse, the client is encouraged to look at their goals and needs, using a process of agenda matching which is outlined in the FNP schedules for pregnancy, infancy and toddlerhood. Clients are encouraged to develop their goals in partnership with the family nurse.

The parents and the family nurse will review the progress against plans from their previous visit and have clear goals and aims for the current visit covering the 6 domains of the FNP.

The Healthy Child Programme will be covered within the domains e.g. Immunisation status, infant feeding, safety, smoking as well as risks that may exist for the family e.g. safeguarding, intimate partner violence etc.

4.3.4 Discharge Criteria & Planning

- Discharge from the FNP is age related. The programme finishes when the child reaches 2 years of age or earlier if appropriate and meets national team recommendations. The programme includes materials and guidelines to prepare the client for the end of the programme and the family nurse will have introduced the client and her child to local services before this time.
- When children reach the age of two years the family nurse will be notify the lead PH Nurse and the LST and discuss the handover process with the client.
- Families will be supported to access the PH Nursing Service and LST interventions according to their individual needs.
- When a child and family leave the Authority's area the Provider will ensure that there will be a clear local protocol in place to ensure continuity of services for the family.
- Any family who leaves the FNP before the child is 2 years will be actively followed up by the lead PH Nurse and LST to reduce the number of 'lost families'.
- Family Nurses should continue to make all efforts to locate clients who cannot be found and persist in their efforts to re-engage clients who indicate that they no longer wish to receive the programme, either directly or by repeated missed visits. The process of engaging clients can take many months and some clients will test the Family Nurse commitment to them by avoiding visits
- Once 6 months has passed with no client contact, the client will be classified as being an 'inactive' case on the nurse's caseload and the nurse can re-recruit to that vacancy. This may alter during the term of the contract following National team recommendations.
- Clients who take up the offer to re-engage with the programme will be notified to the system
- If a client with significant risk or safeguarding factors is not receiving programme visits for any reason, local safeguarding processes should be implemented.
- Young mothers who choose not to accept FNP will be notified to the midwife or *other appropriate commissioned* service who will continue to coordinate care for the family up to 14-28 days after the birth of the baby, before handing over to the PH Nurse and Locality Team Services (or equivalent), therefore ensuring the young mother has access to the universal and progressive aspects of the HCP and full service offer.

5 Applicable quality requirements

Quality Requirements in line with FNP licence standards.

See insert activity and quality requirements below:

5.1. Service user experience

Young parents will be involved in appointment interviews for family nurses and supervisors.

FNP client experiences will be collected as an integral aspect of the FNP research and evaluation and reported back to local programmes.

Service users will contribute to local service improvements and development including contribution to the FNP Advisory Board.

5.2 Reducing inequalities

The central information system will provide the following data for local use.

- Smoking in pregnancy
- Breast feeding initiation
- Breast feeding continuation 6 weeks
- Immunisation up take
- Access to Early Years services
- Subsequent pregnancies
- A&E usage
- HCP take up
- Child development

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Additional data on client characteristics provided by the FNP information system will be:

- Family Income
- Marital status
- Type of accommodation
- Educational attainment
- Ethnicity
- Training / education / employment
- Levels of need
- Age of mother
- Mental health status

5.3 Improving productivity

The Provider will deliver the core model elements of FNP and progress towards fidelity stretch goals (based on benchmarks from FNP National Unit)

Annex A provides details on these goals for:

- Dosage
- Attrition and retention in pregnancy, infancy and toddlerhood stages
- Content of visit - proportion of time spent on content domains, e.g., personal health, environmental health, life course development, maternal role, and family and friends.
- Length of visit
- Case load size per family nurse (max of 25 clients)

The collection and submission of accurate timely data is a key requirement of the FNP. Providers will be expected to collect data as outlined in the FNP data collection manual/help pages of the information system, reporting any issues with data collection to the FNP National Team at an early stage.

Reports on the above will be provided to the FNP supervisor by the FNP National Team and will be used by the supervisor with the family nurses to understand programme delivery challenges and what can be done to meet the programme fidelity goals. These will be shared with the commissioner upon receipt.

5.4 Key measures of FNP outcomes

The key performance measures for the FNP:

- The programme is to be delivered by the Provider to 100% fidelity of the FNP model. These are subject to change during the course of this Contract and the FNP programme should be adjusted as required following agreement with the Authority.
- Data collection is accurate, and submitted to the FNP information system within agreed timescales.

Data is routinely collected on the following indicators as these are the outcomes demonstrated in the US research and is reported 12 monthly (information may be requested by the Authority at any time during this period) in line with the agreed dashboard and fidelity stretch goals:

- Smoking in pregnancy and during infancy.
- Breast feeding initiation and continuation up to 12 months infancy
- Birth weight and gestational age of infants.
- Percentage of immunisations completed by children from birth to two years.
- Percentage of infants that are breastfed following birth and duration of breastfeeding.
- Number of Accident and Emergency visits and hospitalisations for injuries and ingestions for children birth to two years old.
- Number of subsequent pregnancies and mean interval between first and second pregnancy.
- Number of month's women participated in workforce, education or training.
- Number of month's families used other programmes (e.g., breast feeding support, children's centres etc.).
- Involvement in fathers and other family members in the programme
- Alcohol and Drug Use
- Ages & Stages Questionnaires

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a. Location(s) of Service Delivery

FNP is a home based visiting programme however Family Nurses will be expected to be able to offer parents a choice of location where this is most appropriate e.g. GP surgeries, children’s centres, community health services, extended schools, health centres, café etc.

b. Days/Hours of operation

Hours of operation need to fit around the needs of mothers and fathers, and providers are expected to support nurses to work ‘out of hours’.

**7. Quality reporting
Continual Service Improvement plan**

Providers will participate in national evaluation and contribute to learning about the use and development of the FNP in England.

The Authority will be provided with reports through contract monitoring, which will also be reported to the FNP Advisory Board on:

- Programme delivery against fidelity requirements and learning
- Activity
- Outcome KPIs
- Challenges and solutions
- Client stories
- Family Nurse and Supervisor reflections

FNP Client/carer user views will be collected and reported as an integral aspect of the FNP research evaluation.

The Provider will be expected to work with the FNP National Team in planning quality improvements to enhance programme implementation.

The Provider will be expected to work with commissioners and the FNP National Team to pilot new and innovative developments, such as FNP (Group FNP).

The Provider will contribute to national work to identify the appropriate way of measuring the impact of the FNP against programme outcomes building on the learning from the research trial.

FNP Supervisors will have monthly team discussion to review programme delivery and suggest improvements.

Adaptations to the FNP must be agreed with the FNP National Team.

The programme set up and project support required to set up the extended service will be delivered by the Provider in collaboration with the Authority.

Shadow monitoring: The FNP service will work with Public Health to shadow the outcomes and activity by age group- this will be determined following further discussion.

Performance & Information Schedule 2015/16

Performance Indicator	Threshold	Method of Measurement	Consequence of Breach	Frequency of Monitoring
Recruitment & Retention of Clients				
Number of clients enrolled in the programme within the period	National Standards Actual number	Data report example inserted	General Condition 9 will be applied from National FNP Standards	Report to the FNP Board Quarterly

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		 FNP Dashboard March 15.xlsx		
Number & Percentage of clients recruited within 16 weeks	National Standards (60%)	Data report	General Condition 9 will be applied	Report to the FNP Board Quarterly
Number & Percentage of clients recruited by 28 weeks.	National Standards (100%)	Data report	General Condition 9 will be applied	Report to the FNP Board Quarterly
Each WTE family nurse enrolls up to 25 families (pro rota adjusted) within 12 months of recruitment commencing	National Standards Actual numbers	Data report	General Condition 9 will be applied	Report to the FNP Board Annual review
Each client shall be visited by the same family nurse for the 2 years where possible.	National Standards	Data report	General Condition 9 will be applied	Report to the FNP Board Annual
Client relationships – contacts: Number of scheduled visits carried out Number of visits attempted Number of scheduled visits cancelled Number of additional (non-scheduled) visits	Local Standard Actual numbers	Data report	General Condition 9 will be applied	Report to the FNP Board Annual review
Visit frequency/dosage: Number of expected & actual pregnancy visits Percentage of actual pregnancy visits carried out Number of expected & actual infancy visits Percentage of infancy visits carried out Number of expected & actual toddlerhood visits Percentage of toddlerhood visits carried out	National Standards: 80% or more expected 65% or more expected 60% or more expected	Data report	General Condition 9 will be applied	Report to the FNP Board Quarterly
Attrition & leavers: Total number of inactive women Number of inactive at each stage: pregnancy, infancy, toddlerhood Total number of women who left the programme Number of women who leave the programme at each stage: pregnancy, infancy, toddlerhood	National Standards Actual Number	Data report	General Condition 9 will be applied	Report to the FNP Board Quarterly
Number of clients graduating from the programme within the period	National Standards Actual numbers	Data report	General Condition 9 will be applied	Report to the FNP Board Quarterly
Cumulative programme attrition of 40% or less through to the child's second birthday: 10% or less during pregnancy phase	National Standards Actual numbers	Data report	General Condition 9 will be applied	Report to the FNP Board Annual review

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20% or less in infancy stage 10% or less in toddlerhood phase				
Local Measure: Number of referrals received Number of referrals accepted/refused/inappropriate Reasons for non acceptance	Actual numbers	Data report	General Condition 9 will be applied	Report to the FNP Board Quarterly
Local Measure: Number of CAF's broken down by: Number of new CAF's raised by FNP FNP is lead professional	Actual numbers/% caseload	Data report	General Condition 9 will be applied	Report to the FNP Board Annual review
Local Measure: Number of clients referred to Smoking Cessation Service	Actual numbers	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Local Measure: Onward referrals Number of referrals to Mental Health Services Number of referrals to Substance Misuse Services	Actual numbers/% caseload	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Local Measure: Reporting to Social Care Number of mothers referred to Social Care Total number of babies Number of babies referred to Social Care	Actual numbers/% caseload	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Local Measure: Fathers involvement Number of fathers involved at antenatal Numbers of fathers involved at postnatal	Actual numbers/%	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Outcomes for the Child/Family				
Breastfeeding:				
Breastfeeding initiation and continuation: percentage of clients initiating breastfeeding Percentage of clients breastfeeding at 6 weeks infancy	service to evidence a 2% increase Year on Year, on current FNP baseline outcomes for BF – at initiation and 6 weeks	Data report	General Condition 9 will be applied	Quarterly reporting to the FNP Board
Percentage of babies being breastfed (any breastfeeding) at 10-14 days		Data report	General Condition 9 will be applied	Quarterly reporting to the FNP Board
Child Health & Development				
Immunisations:				
Infants with up to date immunisations at 6 months infancy (written record & mother's self report)	Report status below 98% coverage	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review

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Infants with up to date immunisations at 12 months infancy (written record & mother's self report)	Report status below 98% coverage	Data report	General Condition 9 will be applied	Report to the FNP Board Annual review Exception report when outside of margin
Infants with up to date immunisations at 24 months infancy (written record & mother's self report)	Report status below 98% coverage	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review Exception report when outside of margin
Ages & Stages (ASQ 3™) at 1 year and 2 year				
Children with scores outside of the cut off range: All domains	Actual numbers	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Smoking:				
Clients who smoked in last 48 hours at intake	Record n/%	Data report	General Condition 9 will be applied	Reporting to the FNP Board Quarter 3 Annual review
Clients who smoked in last 48 hours at 36 weeks gestation	Record n/%	Data report	General Condition 9 will be applied	Reporting to the FNP Board Quarter 3 Annual review
Clients who smoked in last 48 hours at 6 weeks infancy	Record n/%	Data report	General Condition 9 will be applied	Reporting to the FNP Board Quarter 3 Annual review
Smoking Cessation rate at intake until 36 weeks	%	Report	General Condition 9 will be applied	Annual Review
Number & % pf mothers NOT smoking at discharge from FNP programme (2 years) To be compared to number & % of mothers smoking at birth who are taking part in the programme	Actual numbers & percentages	Data report	General Condition 9 will be applied	Reporting to the FNP Board Annual Review
Number & % of mothers SMOKING at discharge from FNP programme (2 years) To be compared to number & % of mothers smoking at birth who are taking part in the programme	Actual numbers & percentages	Data report	General Condition 9 will be applied	Reporting to the FNP Board Annual Review
Substance Misuse:				
Percentage of clients who drank alcohol excessively in last 14 days at intake	n/%	Data report	General Condition 9 will be applied	Reporting to the FNP Board Annual Review
Percentage of clients who drank alcohol excessively in last 14 days at 36 weeks gestation	n/%	Data report	General Condition 9 will be applied	Reporting to the FNP Board Annual Review
Percentage of clients who reported using illegal drugs in last 14 days at intake	n/%	Data report	General Condition 9 will be applied	Reporting to the FNP Board Annual Review
Percentage of clients who reported using illegal drugs in last 14 days at	n/%	Data report	General Condition	Reporting to the FNP Board Annual Review

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36 weeks gestation			9 will be applied	
Maternal Life course development:				
Number of clients with at least 1 pregnancy since birth of infant at 12 months infancy	service to evidence a 10% reduction Year on Year,	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Number of clients with at least 1 pregnancy since birth of infant at 24 months infancy	service to evidence a 10% reduction Year on Year,	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Percentage of clients with low mastery score	n/%	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Percentage reporting ever had mental health problems	Number/%	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Percentage of clients with high likelihood of anxiety (HADS)	n/%	Data report	General Condition 9 will be applied General Condition 9 will be applied	Report to the FNP Board Annual Review
Number of clients who are in employment education or training (EET) at intake	n/%	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Number of clients who are in EET at 6 months infancy	n/%	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Number of clients who are in EET at 12 months infancy	n/%	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Number of clients who are in EET at 24 months infancy	n/%	Data report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Performance Indicator	Threshold	Method of Measurement	Consequence of Breach	Frequency of Monitoring
Quality requirements				
Local Measure:				
Number & percentage of clinical staff who are up to date with Advanced Safeguarding training (3 year period)	100% with 5% margin	report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Numbers/ % families known to be experiencing domestic abuse	Additional signposting & support when issues identified	report	General Condition 9 will be applied	Report to the FNP Board Annual Review
Deliver the programme according to the agreed core model elements	100% compliance	Data submitted to FNP	General Condition 9 will be applied	Quarterly FNP Board

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		information system and to commissioners via contract monitoring/FNP Advisory Board		
<p>Demonstrate annual progress on fidelity stretch goals</p> <p>For dosage see thresholds</p>	<p>Evidence year on year towards achieving stretch goals in line with management manual</p> <p>Dosage: <u>Pregnancy</u> Work towards Green <u>Infancy</u>: aim for green maintain above programme average <u>Toddlerhood</u>: Progress towards performance above programme average (currently 60%) – or green</p>	Report	General Condition 9 will be applied	Report to the FNP Board Annual Review
<p>Service to participate fully in OFSTED inspections and provide data to evidence that the most vulnerable families (c 30%) are offered and accessing universal and progressive services</p>	12 month period	To be agreed in advance with Local Authority	General Condition 9 will be applied	In a timely manner agreed with the LA
<p>Parents are encouraged to contribute to shape local services- evidence where feedback informs delivery</p>	12 monthly review	Report/audit t siting evidence of active user involvement in shaping service improvement	General Condition 9 will be applied	Report Annual Review

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Annexe A The FNP Licensing Core Model Elements Schedule

Core model elements are prescribed in 6 areas of the programme;

1. Client eligibility and enrolment
2. Family nurse recruitment, education and working practices
3. Supervisor recruitment, education and working practices
4. Administrative support
5. Psychological consultancy
6. Implementing agencies

The Family Nurse Partnership Core Model Elements are supported by evidence of effectiveness based on research, expert opinion, field lessons, and/or theoretical rationales. They have been adapted for the UK setting as a result of the formative evaluation and experiences within UK FNP sites, and have been approved as the UK licensing conditions by Professor David Olds at the University of Colorado. When the programme is implemented in accordance with these model elements, implementing agencies can have a high level of confidence that results will be comparable to those measured in research.

Clients

- 1.1 Client participates voluntarily in the FNP programme.
- 1.2 Eligible clients include high-risk first-time mother's only (i.e. low resource mothers, teens) and sites use the eligibility criteria set out by the FNP NU.
- 1.3 Sites enrol at least 60% of clients onto the programme by the 16th Week of pregnancy and 100% no later than the 28th Week 2
- 1.4 Each client enrolled is visited as far as possible by the same family nurse throughout her pregnancy and the first two years of her child's life.

Family Nurse

Each family nurse will:

- 2.1. Be registered with the Nursing and Midwifery Council (NMC), be educated to a degree level or equivalent and meet the person specification for a family nurse.
- 2.2. Complete all elements of the FNP clinical learning programme and deliver the intervention with fidelity to the Family Nurse Partnership model.
- 2.3. Follow the FNP visit guidelines and use the programme theories, their learning, professional knowledge and judgement to individualise them to the strengths and challenges of each family, apportioning time across defined programme domains.
- 2.4. Actively participate in FNP supervision as specified.
- 2.5. Apply the theoretical framework that underpins the programme, utilising current clinical methods.
- 2.6. Carry a caseload of no more than 25 families per full-time employee.
- 2.7. Work at least three days per week (22 hours per week) on the programme.
- 2.8. Collect data about activity, visit content, mothers, and children according to the schedule and procedures specified by the FNP National Unit. Use data reports to guide clinical practice, inform supervision and demonstrate programme fidelity.
- 2.9. Work exclusively in the FNP programme unless agreed with the FNP National Unit.

Supervisor

Each programme supervisor will:

- 3.1. Be registered with the NMC, at least equivalent in education and training to family nurses, preferably to masters level, and meet the person specification requirements.
- 3.2. Complete both the clinical and supervisory elements of the FNP learning programme.
- 3.3. Carry a supervisory load of no more than eight individual family nurses (per full-time programme supervisor).
- 3.4. Carry a small clinical caseload (a minimum of 2/3 families).
- 3.5. Work at least four days per week (28 hours per week) on the programme. In expanding sites it is possible to employ additional supervisors on fewer hours, with the agreement of the FNP National Unit.

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- 3.6. Provide one to one clinical supervision for each nurse on a weekly basis (pro rata for part time nurses) preferably in person but by telephone where travel constraints limit nurse or supervisor mobility.
- 3.7. Conduct at least four team meetings per month: two to discuss programme implementation and two case based meetings to identify client challenges and solutions.
- 3.8. Facilitate the learning of each nurse in the team, including developing an individualised learning plan for each nurse and leading the team based learning activities, as specified in the FNP learning programme.
- 3.9. Make a minimum of one home visit every 4 months with each nurse for field supervision purposes.
- 3.10. Use programme reports to assess and guide programme implementation, inform supervision, enhance programme quality and demonstrate programme fidelity.

Administrative Support

The Provider will employ an administrator (at least 0.5 WTE per 100 clients enrolled) to provide support to the family nurses and programme supervisor, including:

- 4.1. Ensuring that data about family nurse activity, visit content, mothers, and children are entered into the local database completely and accurately on a timely basis; and
- 4.2. Providing general administrative and office support to the team.

Psychological consultancy

Each FNP team will be provided with an appropriately qualified and skilled psychological consultant who will;

- 5.1. Offer monthly consultancy as set out in the FNP Management Manual.

Implementing Agencies

Each Family Nurse Partnership implementing agency will:

- 6.1. Be located in and operated by organisations known in the community for being a successful commissioner and provider of prevention services to low-income families.
- 6.2. Convene a long-term FNP Advisory Board, chaired by a senior commissioner, that meets at least quarterly to promote a community support system to the programme and to promote programme quality and sustainability.

The site **FNP Advisory Board** will ensure that;

- 6.3. Adequate support and structure is in place to support family nurses and supervisors to implement the programme and input accurate data into the FNP Information System in a timely manner.
- 6.4. Safeguarding supervision and systems are in place in accordance with the FNP Management Manual.
- 6.5. Clinical governance arrangements are in place for programme implementation, this includes regular review of FNP clinical guidance and updates to the management manual.
- 6.6. Programme implementation is reviewed and quality improvement measures put in place to promote continued enhancements in programme delivery.

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Appendix 2

Service	Strengthening Families through Early Help in Shropshire 0 – 25 Public Health Nursing Service
Authority Lead	Troubled Families Strategic Coordinator
Provider Lead	
Period	1 st October 2017 – 30 th September 2020
Date of Review	

This vision for children and families sits within the wider Shropshire Council and Partnership approach to focus on prevention and well-being. Through the offer of advice, support and assistance to the people and communities of Shropshire, it seeks to enable people and communities to help themselves. It puts the home and the community at the centre when enabling care and support. This includes promoting engagement of the community and the voluntary sector to identify and meet the needs within their local communities.

In Shropshire, the Troubled Families Programme phase 2 is known as Strengthening Families. The Strengthening Families Programme has a key role in integrating the early help process whilst championing the principles and working together towards jointly agreed goals. It sets out to develop successful ways of working with families at the earliest stage to help and support them to make positive changes. It also looks to develop resilience within families; so that they feel able and confident to deal with problems should they escalate or arise in the future. Inclusion of families into the programme is based upon a cluster of six headline problems. To be eligible for the expanded programme, each family must have at least two of the following six criteria:

1. Parents or children involved in crime or anti-social behaviour.
2. Children who have not been attending school regularly.
3. Children who need help: children of all ages, who need help, are identified as in need or are subject to a Child Protection Plan.
4. Adults out of work or at risk of financial exclusion or young people at risk of worklessness.
5. Families affected by domestic violence and abuse.
6. Parents or children with a range of health problems.

It is a vision that has a child-centred and coordinated approach. That works with the whole of the family to enable prevention and early assistance and where the voice of the child is heard, the family voice is visible and their experience of life is understood by all professionals working with them. Parents are provided with support and guidance to meet the needs of their children, promoting their welfare through a positive experience of family life that takes into account the culture and needs of the family.

Contract Value

£60,000 per annum. Payment to the Provider is subject to the production of satisfactory evidence to the Authority of the Provider meeting the required outcomes set out below:

Year 1

Family Nurse Partnership (FNP) will increase their available hours to maintain their caseload of 110. This will be subject to review in 2018/19.

A minimum of 60 families who meet at least two of the Strengthening Families criteria will be identified, their cases loaded onto E-CINS case management system for Early Help and evidence provided to meet the four principles below:

1. There will have been an assessment that takes into account the needs of the whole family;
2. There is an action plan that takes account of all (relevant) family members;
3. There is a lead worker for the family that is recognised by the family and other professionals involved with the family; and
4. The objectives in the family action plan are aligned to those in the Strengthening Families Outcomes plan.

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The Lead Professional role will be provided by the Shropshire 0-25 PHN Service where appropriate.

In addition, the Provider will ensure that:

- 1) Staff will adhere to the staff requirements when working with Strengthening Families cases
- 2) Processes and training will be developed for staff based on learning from FNP to ensure all vulnerable families in need of Universal Plus or Partnership Plus receive support and interventions based on evidence based practice.
- 3) Staff will have appropriate training and will access the Strengthening Families training programme where appropriate.
- 4) Staff will have access to ECINS and attend the training.
- 5) ECINS and Strengthening Families training will be included in the induction of new staff.

Year 2

60 families identified as meeting at least two of the Strengthening Families criteria will be loaded onto Shropshire's case management system (currently ECINS) and evidence provided to meet the four principles (as set out with respect to Year 1 above).

The Lead Professional role will be provided by the 0-25 PHN Service where appropriate.

Staff will adhere to the staff requirements when working with Strengthening Families cases

Year 3

All families identified as being in need of Universal Plus or Universal Partnership Plus will be loaded onto Shropshire's case management system (currently ECINS) and evidence provided to meet the four principles set out above.

The Lead Professional role will be provided by Shropshire's 0-25 PHN Service where appropriate.

Staff will adhere to the staff requirements when working with Strengthening Families cases

The Provider will share lessons learned from the previous two years both regionally and locally.

Staff requirements

The Provider will ensure that its Staff will:

- a) Use Shropshire Council case management system (currently known as ECINS) to record consent to share, whole family webstars and assessments, family plans and communicate contacts with families.
- b) Be the nominated Lead Professional when a family are identified vulnerable and in need of help and support from other agencies. (Universal Plus and Universal Partnership Plus)
- c) When in the Lead Professional role, will facilitate and oversee the completion of the whole family assessment, family plan and any Early Help Partnership/Professional meetings.
- d) Contribute to the whole family assessment, family plan and Early Help Partnership meetings
- e) If a family are identified as eligible to be included on the Strengthening Families list, the Lead Professional will provide quarterly data to the Strengthening Families Team:
 - Intensity of support offered
 - Engagement in alcohol misuse (number of months out of the last 12)
 - Engagement in drug misuse (number of months out of the last 12)
 - Experiencing mental health issues (number of months out of the last 12 months)
 - Housing tenures.

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Collected via Shropshire's Case Management System (Currently ECINS)

- f) Attend ECINS training.
- g) Attend the Strengthening Families through Early Help modular training programme if appropriate for them to do so.

The Provider will ensure that learning from Family Nurse Partnership is captured, a process for working with those families in need of preventative and intervention services is developed and a training programme for all operational staff is provided to ensure all vulnerable families receive a progressive universal offer based on an evidence based approach.

Where cases identified do not meet the 4 principles funding will not be available.

Quarterly Reporting Criteria:

The Provider shall provide to the Authority:

1. Number of cases that meet the Strengthening Families criteria where the 0-25 Nursing Service are the Lead Professional
2. Number of whole family assessments completed on these cases identified in 1
3. Number of whole family plans completed on these cases identified in 1
4. Number of plans where all outcomes were achieved on these cases identified in 1
5. Number of staff registered for ECINS

The above can be collected from ECINS by Strengthening Families

6. Number of staff completing ECINS training
7. Number of staff completing Strengthening Families through Early Help Modular Training
8. Number of staff completing Graded Care Profile 2 training

The above will be collected by Shropshire Safeguarding Children Board

9. Process for Universal Plus/Partnership Plus in place
10. Training developed for working with families in need of Universal Plus/Partnership Plus
11. Number of staff completing Universal Plus/Partnership Plus training
12. Number of events where learning is shared

Appendix 3: Evidence Base, Applicable National Service Standards and Suite of Evidence Based Interventions/Pathways

[Healthy Child Programme – Pregnancy and the first five years of life](#) (DH, 2009 – amended August 2010)

British Youth Council (2011) Our School Nurse

(http://www.byc.org.uk/media/75447/byc_school_nurse_report_web.pdf)

[Better health outcomes for children and young people](#) Pledge

[The Children and Young People's Health Outcomes Strategy \(DH, 2012\)](#)

Allen, G. (2011a) [Early Intervention: The Next Steps](#). HM Government: London

Allen, G. (2011b) [Early Intervention: Smart Investment, Massive Savings](#). HM Government: London

Field, F. (2010) [The Foundation Years: preventing poor children becoming poor adults](#). HM

Government: London.

[Health visitor implementation plan 2011-15: A call to action](#) (DH, 2011)

[The National Health Visitor Plan: progress to date and implementation 2013 onwards](#) (DH, 2013)

- [The Operating Framework for the NHS in England 2012/13](#) (DH, 2011)
- Strategic and Operational Planning 2014 to 2019 (NHS England 2014)
<http://www.england.nhs.uk/ourwork/sop/>
- NHS Outcomes Framework 2014 to 2015 (DH, 2013)
<https://www.gov.uk/government/publications/nhs-outcomes-framework-2014-to-2015>
- Public Health Outcomes Framework 2013 to 2016 (DH, 2014)
<https://www.gov.uk/government/publications/healthy-lives-healthy-people-improving-outcomes-and-supporting-transparency>
- [The Marmot Review \(2010\) Strategic Review of Health Inequalities in England, post-2010](#)
- Dame Clare Tickell (2011) [The Early Years: Foundations for life, health and learning – An Independent Report on the Early Years Foundation Stage to Her Majesty's Government](#)
- Health for All Children (Hall D and Elliman D 2006) [Hall D and Elliman D \(2006\) Health for All Children \(revised 4th edition\)](#). Oxford: Oxford University Press. (Please note: this link opens to the bookstore for purchase of copies of this edition).
- [Service vision for health visiting in England \(CPHVA conference 20-22 October 2010\)](#)

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- [Securing Excellence in Commissioning for the Healthy Child Programme 0 to 5 Years 2013 – 2015](#)
- [Equity and excellence: Liberating the NHS \(DH, 2010\)](#) and [Liberating the NHS: Legislative framework and next steps DH, 2011](#)
- [Achieving equity and excellence for children. How liberating the NHS will help us meet the needs of children and young people \(DH, 2010\)](#)
- [Getting it right for children and young people: Overcoming cultural barriers in the NHS so as to meet their needs \(DH, 2010\)](#)
- [Healthy lives, healthy people: our strategy for public health in England \(DH, 2010\)](#) and [Healthy lives, healthy people: update and way forward \(DH, 2011\)](#)
- [Healthy lives, healthy people: a call to action on obesity in England \(DH, 2011\)](#)
- [UK physical activity guidelines \(DH, 2011\)](#)
- [Working Together to Safeguard Children: A guide to interagency working to safeguard and promote the welfare of children \(HM Government 2013\)](#)
- [Fair Society, Healthy Lives. A strategic review of health inequalities in England post 2010 \(The Marmot Review, 2010\)](#)
- [The 1001 Critical Days: The importance of the conception to age two period. Wave Trust, 2013](#)
- [Conception to Age two: The Age of Opportunity. WAVE Trust and DfE](#)
- [Annual Report of the Chief medical Officer 2012. Our Children Deserve Better: Prevention Pays. Department of Health, 2013](#)

[UNICEF baby friendly in the community](#)

<https://www.gov.uk/government/publications/supporting-the-health-and-wellbeing-of-military-families>

Our culture of Compassionate care: <https://www.england.nhs.uk/wp-content/uploads/2012/12/6c-a5-leaflet.pdf>

NHS Constitution 2015: <https://www.gov.uk/government/publications/the-nhs-constitution-for-england/the-nhs-constitution-for-england>

<https://www.gov.uk/government/publications/improving-young-peoples-health-and-wellbeing-a-framework-for-public-health>

Getting it right for children, young people and families: maximising the contribution of the school nursing team: Vision and Call to Action (DoH 201

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/216464/dh_133352.pdf

Shropshire Early Help Strategy 2016-18 <http://www.shropshiretogether.org.uk/early-help-strategy-for-shropshire-2016-2018/>

Department of Health – Framing the Nursing and Midwifery Contribution: Driving up the quality of care (2008) http://www.nipec.n-i.nhs.uk/Image/SitePDFS/driving_up_quality_care.pdf

National Obesity Strategy ‘Healthy Weight, Healthy Lives’ (2008)

http://webarchive.nationalarchives.gov.uk/20100407220245/http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/documents/digitalasset/dh_084024.pdf08)

Working together to Safeguard Children (2015)

<https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>

Standards for Better Health

http://webarchive.nationalarchives.gov.uk/20130107105354/http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/@dh/@en/documents/digitalasset/dh_4132991.pdf

CNST Standards

<http://www.nhs.uk/Safety/Documents/CNST%20Maternity%20Standards%202013-14.pdf>

Shropshire ISA Practitioner Toolkit <http://new.shropshire.gov.uk/early-help/practitioners/>

Shropshire Children and Young People’s Plan (2014)

<https://www.shropshire.gov.uk/shropshire-council/shropshire-childrens-trust-children,-young-people-and-families-plan-2014/>

Department of Health - [Our Health, Our Care, Our Say](#) (2005)

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/272238/6737.pdf

Department of Health - [Choosing Health](#) (2005)

http://webarchive.nationalarchives.gov.uk/+www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_4105355

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Department of Health – The school Nurse practice development resource pack (2006)

<http://www.chimat.org.uk/resource/item.aspx?RID=56497>

Department of Health - [Making a Difference](#) : Strengthening the nursing, midwifery and health visiting contribution to health and healthcare (1999)

http://webarchive.nationalarchives.gov.uk/+www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_4007977

NICE Guidance, e.g. Community Engagement, Conduct Disorders. <https://www.nice.org.uk/>

Department of Children and families / Department of Health – Managing Medicines in Schools and early Years Settings (2005)

<http://webarchive.nationalarchives.gov.uk/20130401151715/http://www.education.gov.uk/publications/eOrderingDownload/Managing%20Medicines%20Nov%2007%20version.pdf>

Best Start in Life and beyond Commissioning Guides 1-4 Public Health England (2016)
Guide

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/554499/Service_specification_0-19_commissioning_guide_1.pdf

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/518657/Service_specification CG2_FINAL_12_Feb.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/518657/Service_specification	CG2_FINAL_12_Feb.pdf)

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/493624/Service_specification_0_to_19 CG3_FINAL_19Jan2016.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/493624/Service_specification_0_to_19	CG3_FINAL_19Jan2016.pdf)

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/493625/Service_specification CG4_FINAL_19Jan2016.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/493625/Service_specification	CG4_FINAL_19Jan2016.pdf)

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Appendix 4: Applicable National Standards

Care Quality Commission (registration) Regulations 2009 <http://www.cqc.org.uk/>

Health and Social Care Act 2008 (Regulated Activities) Regulations 2014

http://www.legislation.gov.uk/uksi/2014/2936/pdfs/uksi_20142936_en.pdf

UK National Screening Committee Standards and Guidelines (2010)

<https://www.gov.uk/government/collections/nhs-population-screening-programme-standards>

Newborn Bloodspot Screening <http://newbornbloodspot.screening.nhs.uk/professionals>

Newborn Hearing Screening <https://www.gov.uk/guidance/newborn-hearing-screening-programme-overview>

Newborn Infant & Physical Examination

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/524424/NIPE_Programme_Standards_2016_to_2017.pdf

The Green Book- (Immunisations) <https://www.gov.uk/government/collections/immunisation-against-infectious-disease-the-green-book>

Key NICE public health guidance includes:

NICE guidance summary for public health outcome domain (PHE 2013)

<https://www.gov.uk/government/publications/nice-guidance-summary-for-public-health-outcome-domain>

Please note: For all reference see the [NICE website](#).

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Appendix 5: Integrated Pathways for reference only

Safeguarding children including a focus on prevention, early help, targeted support, early intervention and sharing of information. (See [Working Together to Safeguard Children](#) HM Govt 2013).

Local Safeguarding Children Board policies and procedures

<http://www.safeguardingshropshireschildren.org.uk/scb/>

Post-natal maternal mental health ([NICE CG 37](#)).

[Substance and alcohol misuse](#).

[Domestic abuse](#).

Parental and infant perinatal mental health and early attachment (for best practice see [Tameside & Glossop Early Attachment Service](#)).

Parenting Programme Pathway (Social and Emotional Development (Greater Manchester Public Service Reform Early Years Programme) <http://www.eif.org.uk/wp-content/uploads/2014/03/Greater-Manchester-Slides1.pdf>

Breastfeeding ([UNICEF baby friendly in the community](#)).

Nutrition and healthy weight including failure to thrive (NCMP and PHE via www.noo.org.uk)

[Children with additional needs and disabilities](#)

Transitions between midwifery, FNP and health visiting (DH)

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/465344/2903819_PHE_Midwifery_accessible.pdf

Transition from health visiting to school nursing (DH) [Transition from HV to School Nurse \(see DH website 2013\)](#)

[Seldom heard communities](#) including families with young children from traveller, asylum seeker and refugee communities and homeless families.

Families with complex and multiple needs including 'troubled families'

https://ipc.brookes.ac.uk/publications/CIB_Commissioning_for_families_with_complex_needs_Final_version.pdf

Newborn Blood Spot Programme: <http://newbornbloodspot.screening.nhs.uk/professionals>

Appendix 6: Nurse Prescribing

Nurse prescribing enhances the clinician's ability to deliver high impact area on minor illness and reducing hospital admissions, not only from the point of view of managing symptoms but also from the medication knowledge that also enhances advice and support. There is a strong clinician view that health visitors welcome the ability to use their prescribing skills and that this is an important element of practice.

Nurse prescribing has been shown to have a number of benefits ranging from increased compliance to reduced hospital and GP attendances

Health visitors are in an ideal position to respond to common health concerns, discuss treatment options and wider management of conditions and then to prescribe as part of a holistic approach.

While prescribing is included as a deliverable within the Core Specification, it is understood that not all PH Nurses will have taken this module as part of their training. Therefore, where PH Nurses have not undertaken this module in training, it is a requirement of CPD for completion within the first 2 years of practice.

For more information visit <http://www.nmc-uk.org/Nurses-and-midwives/Regulation-in-practice/Medicines-management-and-prescribing/>

Nurse Prescribing guidance:

http://www.nmc-uk.org/Documents/Circulars/2009circulars/NMC%20Circular%2002_2009%20Annexe%201.pdf

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Appendix 7: Glossary of Terms

Glossary of Terms to read in addition to the definitions contained in Appendix O	
Additional needs	Any child or young person with a physical, sensory, communication, behavioral or learning disability, or a long-term or life-limiting condition. This may also include children with emotional health and wellbeing needs where there is an impact on their daily life, including those with more significant mental health problems.
Asset-based approach	Facilitating people and communities to come together to achieve positive change, using their own knowledge, skills and lived experience of the issues they encounter in their own lives.
ASQ	Ages and Stages questionnaire developmental and social- emotional screening tool for children between birth and age 6.
Brief intervention	A conversation that aims to give people the tools to change attitudes and behaviour. It should include assessing an individual's motivation to change, explaining the consequences of behaviours, giving advice to change behaviour, providing a range of options to change, encouraging self-efficacy and agreeing next steps and offering follow up.
Troubled families- families first	Herefordshire's response to the Department for Communities and Local Government Troubled Families work stream. It aims to build resilience and raise aspirations within families and communities. This requires families to be supported to develop the skills and resources to cope with current and future challenges, while ensuring that they can access the right help, at the right time and in the right place.
Chief Medical Officer	Senior government official designated head of medical services. A physician who serves to advise and lead a team of medical experts on matters of public health importance.
Child and Adolescent Mental Health Services (CAMHS)	Specialist services that offer assessment and treatment when Children and Young People have emotional, behavioural or mental health difficulties.
Child Health Information Systems (CHIS)	Patient administration systems that provide a clinical record for individual Children and support a variety of child health and related activities, including universal services for population health and support for statutory functions. For example, immunisations and childhood screening as well as support for Children with Special Educational Needs.
Child sexual exploitation	The sexual exploitation of Children and Young People involves exploitative situations, contexts and relationships where Young People (or a third person or persons) receive 'something' (e.g. food, accommodation, drugs, alcohol, cigarettes, affection gifts, money) as a result of performing, and/or others performing on them, sexual activities. In all cases, those exploiting the child/young person have power over them by any of the following reasons; their age, gender, intellect, physical strength, economic or other resources.
Children and Young People's Health and Wellbeing Programme	This is the Programme by which this specification delivers the National Healthy Child Programme locally.
Children's services	A range of services designed to support Children and families.
Children's Strategic Partnership	A strategic sub group of the Health and Wellbeing Board tasked with looking at the needs of Children and Young People. Members include both providers and commissioners.
Clinical Commissioning Groups (CCGs)	Clinical commissioning groups are NHS organisations set up by the Health and Social Care Act 2012 to organise the delivery of NHS services in England. CCGs are responsible for implementing the commissioning roles as set out in the Health and Social Care Act 2012. CCGs are groups of GP Practices that are responsible for commissioning most health and care services for patients. These groups of GP Practices, working with other healthcare professionals and in partnership with local communities and Local Authorities are responsible for commissioning the majority of NHS services for patients within their local communities. They have a duty to work with Local Authorities in relation to health and adult social care, early years services, public health etc. CCGs are not responsible for

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	commissioning all services. They have the flexibility to decide which commissioning activities they undertake themselves or choose to buy in commissioning support from external organisations.
Complex needs	Some Children and Young People have a number of discrete needs that require additional support from more than one agency. Their needs are often chronic and may be life-long. Different needs tend to interact, exacerbating their impact on the child's development and well-being.
Community (Healthy Child Programme)	Provision of advice and support to all school-age Children and their families, through maximising family support with the involvement of community and voluntary resources.
Commissioning	Commissioning is the process for deciding how to use resources available in the most efficient, effective, equitable and sustainable way. The commissioning cycle can be broken into three main stages: Strategic Planning, Providing Services, and Monitoring and Evaluation and 8 more detailed stages: Assessing needs, reviewing services and analysing any gaps in provision, managing risk, deciding priorities, strategic options, contracting, provider development and managing the performance of providers.
CONI	Care of the next infant programme. Specialist support to parents following a previous infant death.
CPD	Continuing Professional Development. The means by which people maintain their knowledge and skills related to their professional lives
CQC	Care Quality Commission. The independent regulator of all health and social care services in England http://www.cqc.org.uk/
DBS	Disclosure and Barring Service. The agency which helps employers make safer recruitment decisions and prevent unsuitable people from working with vulnerable groups, including children.
Domain	There are 4 domains within the National Healthy Child Programme (Community, Universal Services, Universal Plus and Universal Partnership Plus).
E-CINS	ECINS stands for Empowering Communities Inclusion and Neighbourhood Management System. ECINS is a multi-agency web based case management system.
Early Help Assessment	An early help inter-agency assessment. It offers a basis for early identification of children's additional needs, the sharing of this information between organisations and the coordination of service provision. Early help assessments should identify what help the child and family require preventing needs escalating to a point where intervention would be needed.
Early Intervention	Early Intervention is about addressing the root causes of social disadvantage, ensuring that everyone is able to realise their full potential by developing the range of skills we all need to thrive. It is about getting extra, effective and timely interventions to all babies, Children and Young People who need them, allowing them to flourish and preventing harmful and costly long-term consequences.
Education and Healthcare (EHC) Plans	An EHC plan is the document which replaces Statements of SEN and Learning Difficulties Assessments for Children and Young People with special educational needs. An EHC plan can only be issued after a child or young person has gone through the process of EHC needs assessment.
Female genital mutilation (FGM)	FGM is any procedure which involves the partial or complete removal of the external female genitalia, or other injury to the female genital organs for no medical reason. Some cultures believe that FGM is necessary to ensure acceptance by their community, however this custom is against the law in the UK. Furthermore, it is an offence to take a female out of the UK for FGM or for anyone to circumcise women or Children for cultural or non-medical reasons in the UK.
Health and wellbeing action plan	Using a range of data to prioritise and develop local district action plans to meet the needs of all Children and Young People within the population (school and community settings). This should include primary and high schools.

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Health and wellbeing reviews (Reception and Year 6)	All Children will be offered a health and wellbeing review during their first year at school and at year 6. This includes developmental assessments as well as height and weight measurements for the National Childhood Measurement Programme.
Health inequalities	Differences in health status or in the distribution of health determinants between different population groups.
Individual health care plan (IHP)	A plan specific to the individual child that details exactly what care a child needs in school, when they need it and who is going to give it.
Joint Strategic Needs Assessment (JSNA)	A systematic method for reviewing the health and wellbeing needs of a population, leading to agreed commissioning priorities that will improve the health and wellbeing outcomes and reduce inequalities.
Key performance indicators (KPI)	A measurable value that demonstrates the effectiveness of a business process at contributing to the attainment of key business objectives.
Lead commissioner	Person given the authority to authorise the production of a service or product.
Local needs	What the population in a specific area require to improve health relating to transport, housing, education etc.
Long-term condition	A condition that cannot, at present be cured; but can be controlled by medication and other therapies. Examples of Long-Term Conditions include asthma and diabetes.
Looked After Children	Under the Children Act 1989, a child is looked-after by a local authority if he or she is in their care or is provided with accommodation for more than 24 hours by the authority.
MECC	Making Every Contact Count. An approach to health improvement based on behaviour change and empowering healthier lifestyle choices and exploring the wider social determinants that influence health.
Multiagency safeguarding hub (MASH)	Staffed with professionals from a range of agencies including police, probation, fire, ambulance, health, education and social care. These professionals share information to ensure early identification of potential significant harm, and trigger interventions to prevent further harm.
Named Nurse	In England, all providers of NHS funded health services including NHS Trusts, NHS Foundation Trusts and public, voluntary sector, independent sector and social enterprises should have an identified Named professional, in this instance a Named Nurse. The Named Nurse role is to have a key role in promoting good professional practice within their organisation, providing advice and expertise for fellow professionals, and ensuring safeguarding training is in place
National Child Measurement Programme (NCMP)	Measures the weight and height of Children in reception class (age 4 to 5 years) and year 6 (age 10 to 11 years) to assess overweight Children and obese levels within primary schools. This data can be used at a national level to support local public health initiatives and inform the local planning and delivery of services for Children.
National Healthy Child Programme (HCP)	A national Public Health Programme for Children and Young People from 0-19. It provides a robust evidence based framework and sets out good practice for prevention and early intervention services across 4 domains from Community to Universal Partnership Plus.
National Institute of Clinical Excellence (NICE)	NICE provides national guidance and advice to improve health and social care.
NIPE	Newborn and infant physical examination. The newborn and infant physical examination screening programme (NIPE) is one of the antenatal and newborn NHS population screening programmes which screens newborn babies within 72 hours of birth, and then once again between 6 to 8 weeks for a range of health conditions.
Not in education employment or training (NEET)	A young person who is no longer in the education system and who is not working or being trained for work.
NMC	The Nursing and Midwifery Council. The body responsible for regulating nurses and midwives in England, Wales, Scotland and Northern Ireland.
Partnership working	Developing inclusive, mutually beneficial relationships that improve the quality and experience of The Programme.
Personal Social Health	A planned programme of learning through which Children and Young

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Education (PSHE)	People acquire the knowledge, understanding and skills they need to manage their lives. As part of a whole school approach, PSHE develops the qualities and attributes pupils need to thrive as individuals, family members and members of society.
Provider	The Provider appointed to deliver this specification. The Programme Provider will be expected to work with other relevant service providers as appropriate.
Public Health	Public health is the science and art of preventing disease, prolonging life and promoting health through the organized efforts and informed choices of society, organisations, public and private, communities and individuals. It is concerned with threats to health based on population health analysis. The population in question can be as small as a handful of people, or as large as all the inhabitants of several continents (for instance, in the case of a pandemic). The dimensions of health can encompass "a state of complete physical, mental and social well-being and not merely the absence of disease or infirmity", as defined by the United Nations' World Health Organization. The focus of public health intervention is to improve health and quality of life through the prevention and treatment of disease and other physical and mental health conditions, through surveillance of cases and health indicators, and through the promotion of healthy behaviors. Promotion of hand washing and breastfeeding, delivery of vaccinations, and distribution of condoms to control the spread of sexually transmitted diseases are examples of common public health measures.
Public Health Nursing Service	Specialist Community Public Health Nurses previously known as health visitors or school nurses.
Public Health Programme	A measure to prevent disease, promote health and prolong life among the population.
PHOF	Public health outcomes framework. The national body charged to protect and improve the nation's health and wellbeing, and reduce health inequalities.
Safeguarding	Protecting vulnerable Children, Young People and adults from abuse or neglect and putting plans in place to prevent harm in the future
SCPHN	Specialist Community Public Health Nurse. Nurses or midwives working in public health roles. Some SCPHNs have a defined area of practice, for instance school nurses, health visitors, family nurses and occupational health nurses.
Special Educational Needs and Disabilities (SEND)	The term 'special educational needs' has a legal definition, referring to Children who have learning difficulties or disabilities that make it harder for them to learn than most Children of the same age.
SIDS	Sudden infant death syndrome. Is the sudden unexplained death of a child less than one year of age. Also known as 'cot death'.
Special Schools	Specialist school provision for Children that have learning, physical, or emotional disabilities.
Health and Wellbeing Board	Brings together the main public service organisations that have responsibility for improving the health and wellbeing of people who live here.
Health and Wellbeing Strategy	A strategy setting out the vision for the Health and Wellbeing Board.
Graded Care Profile 2	- The NSPCC Grade Care Profile 2 (GCP2) is an evidence based assessment tool which is culturally neutral and is for evaluating levels of parental care. The Graded Care Profile helps Practitioners measure the quality of care being given to a child. It is an assessment tool that helps them to spot anything that is putting that child at risk of harm. It provides an excellent way to measure and scale the quality of care delivered whilst keeping the child at the centre.
Local Safeguarding Children Board (LSCB)	The key statutory mechanism for agreeing how local organisations will co-operate to safeguard and promote the welfare of Children and Young People.
PHE	Public Health England.
The Public Health Outcome Framework	A framework setting out the desired outcomes and indicators that will help to understand how well public health is being improved and protected.
The Children and	This act gives greater protection to vulnerable Children, better support for

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Families Act (2014)	Children whose parents are separating, a new system to help Children with Special Educational Needs and Disabilities, and help for parents to balance work and family life.
Universal Partnership Plus (Vulnerable or Complex Families) (Healthy Child Programme Domain)	Work in partnership to deliver early help provision as part of intensive and multi-agency targeted packages of support where additional needs are identified.
Universal Plus (Healthy Child Programme Domain)	Identify vulnerable Children, Young People and their families/carers or those with additional or complex needs; provide a swift response by delivering tailored packages or coordinating support making onward referrals as required.
Universal Services (Healthy Child Programme Domain)	Working in partnership with Children, Young People and families to lead and deliver the National Healthy Child Programme. Provide a seamless transition upon school entry and beyond from primary to secondary school and into adulthood.
UNICEF	UNICEF United Nations International Children's Emergency Fund. A United Nations Program that provides long-term humanitarian and developmental assistance to children and mothers in developing countries
UK NSC	UK National Screening Committee. The body which advises ministers and the NHS in the 4 UK countries about all aspects of population screening and supports implementation of screening programmes
Voluntary Sector	The part of the economy that consists of non-profit-making organisations, as opposed to the public and private sectors.
Wider determinants of Health	Our health is influenced by a wide range of social, economic and environmental factors. Individuals cannot always control them and they influence and often constrain the 'choices' we make and the lifestyle we lead. The social determinants of health have been described as 'the causes of the causes'. They are the social, economic and environmental conditions that influence the health of individuals and populations. They include the conditions of daily life and the structural influences upon them, themselves shaped by the distribution of money, power and resources at global, national and local levels. They determine the extent to which a person has the right physical, social and personal resources to achieve their goals, meet needs and deal with changes to their circumstances. There is a clear link between the social determinants of health and health inequalities.

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APPENDIX B: CONDITIONS PRECEDENT

1. The Provider must provide the Authority with a copy of the following documents by no later than 31st July 2017 or such other date as shall be agreed by the Authority prior to the Service Commencement Date: :
 - a) Provider's and where applicable, sub-contractor's registration with the CQC where the Provider must be so registered under the Law
 - b) Evidence of the Provider's and where applicable, sub-contractors' registration with CQC to enable them to carry out the following functions:
 - Diagnostic and Screening Procedures
 - Family Planning
 - Nursing Care
 - Surgical Procedures
 - Treatment of Disease, Disorder or Injury
 - c) Copies of all sub-contracts entered into by the Provider with respect to the delivery of the Services
 - d) Evidence of the Required Insurances
 - e) [a copy of the/each Direction Letter] [Not Used]
 - f) [Local Government Pension Scheme Admission Agreement][Not Used]
 - g) Provide assurance to the Authority that good information governance practices are being maintained and the Provider must demonstrate, and will allow the Authority to audit, that it meets or exceeds the NHS Information Governance Toolkit standards required for their organisation type.
 - h) Evidence that the Provider has full and resilient access to an N3 connection 365 days per year which includes integration with EMIS and registration for N3 IGSOE governance requirements
 - i) Evidence of having an appropriate case management system to facilitate and accept a secure transfer of Service User data and Service related information and to facilitate the ongoing management of Service User records

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APPENDIX C: QUALITY OUTCOMES INDICATORS

Please refer to s.21 of Appendix A, Performance and Information Schedule relating to FNP Service, Appendix 1 and Appendix 2 Strengthening Families Quarterly Reporting Criteria

Methods of Measurement to be agreed with Provider

Consequences of breach shall be in accordance with the main terms of the Contract

With regard to FNP, a breach of this Contract may lead to the Provider losing its FNP licence

With regard to the Strengthening Families service: failure to deliver/meet the required outcomes may lead to part or all payments being withheld from the Provider by the Authority dependent upon the nature and extent of the breach of the conditions required to be met in order to be eligible for payment. Decisions to withhold payment shall be at the absolute discretion of the Authority in such circumstances

Quality Indicators	Outcomes	Threshold	Method of Measurement	Consequence of breach

Performance Indicators for Looked After Children Health reviews undertaken as part of this Contract

Performance Indicator	Indicator	Threshold	Method of Measurement	Frequency of Monitoring
Support the reduction in rate of unplanned pregnancy of the under 18 looked after population	Offer sexual health advice to all looked after children aged 13yrs+	100% offer	Provider to monitor and report	Quarterly; commencing 2017-2018 Q1
Contribute to the percentage up-take of HPV vaccination programme	75% up-take rate for completion of HPV programme: School Year 8 population of looked after female children	75% up-take rate	Provider to provide data	6 monthly, commencing in 2017-2018 Q1
Service-user experience of looked after healthcare	Offer minimum of annual service-user enquiry relating to the experience of healthcare as part of the	55% Return	Audit report to be submitted to CQRM	Annual as minimum standard

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	overall LAC service user experience audit			
Personalised Care Planning	% of looked after children aged < 5yr with up to date statutory health assessment (every six months)	90% compliance by PH Nursing service and Nurse Specialist LAC; monitored by LAC Team	Provider to provide data	Quarterly commencing 2017-2018 Q1
	% of looked after children aged 5yrs - 16yrs in mainstream education with up to date statutory health assessment (Annually)	90% compliance by PH Nursing Service and Nurse Specialist LAC; monitored by LAC Team	Provider to provide data	Quarterly commencing 2017-2018 Q1
	% of looked after children aged 16yrs-18yrs in mainstream education with up to date statutory health assessments (Annually)	80% compliance by PH Nursing Service and Nurse Specialist LAC monitored by LAC Team	Provider to provide data	Quarterly commencing 2017-2018 Q1
	% of all review statutory health assessments returned to the LAC Administrator for processing within a 6 week turnaround	90% compliance by PH Nursing service School Health Service	Provider to provide data	Quarterly commencing 2017-2018 Q1
	% CYP who are looked after with up to date immunisations	100% compliance offered by respective service; 95% up-take rate of up to date immunisation	Provider to provide data	Quarterly commencing 2017-2018 Q1
	% CYP who are looked after have received a dental check (every six months)	85%	Provider to provide data	Quarterly commencing 2017-2018 Q1
Training	All practitioners undertaking statutory review LAC Health Assessments are suitably	100% of health professionals have received training; delivered and monitored by	Provider to supply information and Attendance monitored by LAC service	Annually

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	trained	the LAC service		
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APPENDIX D: SERVICE USER, CARER AND STAFF SURVEYS

It will be the responsibility of the Provider to fully cooperate in reviewing and redesigning services at the request of the Authority. Regular Service reviews will take place in accordance with this Contract

The Provider will maintain a service development plan that is responsive to and reflects the needs identified in the Joint Strategic Needs Assessment.

Client satisfaction and staff surveys to be conducted as agreed between the Parties.

An annual report to be produced for December each year (this will be used to address changes in the following years' service specification).

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APPENDIX E: CHARGES

TBC upon Award of Contract

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APPENDIX F: SAFEGUARDING POLICIES

Insert Provider's Safeguarding Policy - TBC upon award of Contract

In addition to its own Safeguarding Policies the Provider must also adhere to the requirements of s.5 of Appendix A (Specification) and:

"Safeguarding Children Guidelines for Shropshire, Telford & Wrekin, Herefordshire and Worcestershire". These can be found by visiting the [West Mercia Child Protection Procedures](#) website.

- 1.1 The Provider shall adopt the Authority's procedures for dealing with allegations or suspicions of Abuse including the **West Midlands Multi-Agency Safeguarding Adults Policy and Procedure** (July 2012) (as amended from time to time during the Term).and the **West Mercia Consortium Inter-Agency Child Protection Procedures for Safeguarding Children** (February 2013) (as amended from time to time during the Term).
 - You can report your concerns online via the '[Report child abuse online - NSPCC website](#)' or phone **the Initial Contact Team on 0345 678 9021**.
 - If you need to report concerns **out of office hours** then please contact **the Emergency Duty Team on 0345 678 9040**.
 - You can also speak to:
Protecting Vulnerable People (West Mercia Police): 0300 333 3000
NSPCC: 0800 800 5000
Childline: 0800 1111
- 1.2 In cases of actual or suspected abuse to a Service User who is a Vulnerable Adult the Provider must ensure strict adherence to the West Midlands Multi-Agency Safeguarding Adults Policy and Procedure in order to protect the Service User, and in so doing shall comply with requirements of any investigation carried out by the Council or other appropriate agency.
- 1.3 The Authority's Representative must be notified immediately in writing by the Provider of all instances of suspected Abuse of any Service User, which comes to the attention of the Provider by any means pursuant to the operation of this Agreement. For the avoidance of doubt, this includes instances which do not relate to any member of Staff or other persons engaged in the provision of the Services.
- 1.4 The Provider shall immediately notify the Authority in writing of any information that is required under this clause or it reasonably requests to enable it to be satisfied that the obligations of this clause have been met.

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APPENDIX G: INCIDENTS REQUIRING REPORTING PROCEDURE

Pursuant to clause B11 (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]

Incidents in relation to child Safeguarding

The Provider must ensure that all children and young people have a right to be protected and that all adults have a responsibility to protect them from harm.

The Provider must ensure that systems and services are in place to promote children's wellbeing and prevent them from suffering harm and work collaboratively on children's safeguarding with other agencies.

The Provider must ensure exception reporting to Safeguarding Boards and Committees Responsibility at Trust Board Level

A named executive director must take responsibility for reporting to the Board on safeguarding children issues.

Named Professionals for Safeguarding Children and Young People

The Named Professionals for Safeguarding Children and Young People should act as a service resource for information, training and guidance:

Designated Nurses for Looked After Children

There are also designated nurses for Looked After Children who work specifically in the Local Authority areas:

Child safeguarding includes

- Vulnerable babies, children and young people
- At risk babies, children and young people
- Where a baby, child or young person is subject to or at risk of physical, emotional or mental abuse or criminal or sexual exploitation

The Provider must adhere to the "Safeguarding Children Guidelines for Shropshire, Telford & Wrekin, Herefordshire and Worcestershire" on the [West Mercia Child Protection Procedures](#) website.

Incidents relating to Equipment

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.

An adverse incident is an event that causes, or has the potential to cause, unexpected or unwanted effects involving the accuracy and/or safety of device users (including patients) or other persons.

Examples would include but not be limited to:

- patient, user, carer or professional is injured as a result of a medical device failure or its misuse
- patient's treatment is interrupted or compromised by a medical device failure
- misdiagnosis due to a medical device failure leads to inappropriate management and treatment
- a patient's health deteriorates due to medical device failure

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Any adverse incidents involving medical equipment should be reported to the manufacturer as well as the Medicines and Healthcare products Regulatory Agency (MHRA).

Adverse incidents should be managed according to the Providers' governance arrangements.

Serious incidents should be investigated using appropriate tools, including Root Cause Analysis, and involve commissioners.

Complaints:

All complaints received by the Provider shall be dealt with and notified to the Authority in accordance with clause B17 (*Complaints*)

Incidents relating to Health and Safety issues, premises or conduct of Staff and conduct of Service Users (including family members and carers) and others:

Any serious incidents that are not as a result of safeguarding issue or equipment related as stated above, for example due to a health and safety issue; none medical client care, accident on premises etc. or abuse from service users and/or carers to the Provider's staff shall be managed in accordance with the Provider's governance arrangements and as applicable by adhering to the following framework

<https://www.england.nhs.uk/patientsafety/serious-incident/>

and any such incidents shall be notified to the Authority as soon as practicable.

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APPENDIX H: INFORMATION PROVISION

The reporting dates will be as set out in this Contract and Appendix A (Specification)

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APPENDIX I: TRANSFER OF AND DISCHARGE FROM CARE PROTOCOLS

See Appendix A (Specification) with respect to protocols to be adhered to. All additional protocols to be followed will be as agreed with the Provider

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APPENDIX J: SERVICE QUALITY PERFORMANCE REPORT

Service Quality Reports shall be submitted quarterly prior to Quarterly contract meetings.

The format to be used for national reporting shall be NHS Digital Bureau Service portal

Local reporting shall be submitted in a format to be agreed between the Authority and the Provider by no later than 31st December 2017

Targets for mandated service delivery together with a selection of Public Health Outcomes are to be confirmed following agreement between the Authority and the Provider by no later than 31st December 2017

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APPENDIX K: DETAILS OF REVIEW MEETINGS

Quarterly Review meetings as standard: e.g., April, July, October, January or as otherwise agreed.

Service Review and consultation process ongoing throughout duration of the Contract in accordance with its terms

Additional ad-hoc meetings and communications as may be required/requested by either the Authority or the Provider.

APPENDIX L: AGREED VARIATIONS

N/A

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APPENDIX M: DISPUTE RESOLUTION

Part 1 of Appendix M – Dispute Resolution Process

1. ESCALATED NEGOTIATION

- 1.1 Except to the extent that any injunction is sought relating to a matter arising out of clause B36 (Confidentiality), if any Dispute arises out of or in connection with this Contract, the Parties must first attempt to settle it by either of them making a written negotiation offer to the other, and during the 15 Business Days following receipt of the first such offer (the “Negotiation Period”) each of the Parties shall negotiate in good faith and be represented:
 - 1.1.1 for the first 10 Business Days, by a senior person who where practicable has not had any direct day-to-day involvement in the matter that led to the Dispute and has authority to settle the Dispute; and
 - 1.1.2 for the last 5 Business Days, by its chief executive, director, or board member who has authority to settle the Dispute, provided that no Party in Dispute where practicable shall be represented by the same individual under paragraphs 1.1.1 and 1.1.2.

2. MEDIATION

- 2.1 If the Parties are unable to settle the Dispute by negotiation, they must within 5 Business Days after the end of the Negotiation Period submit the Dispute to mediation by CEDR or other independent body or organisation agreed between the Parties and set out in Part 2 of this Appendix M.
- 2.2 The Parties will keep confidential and not use for any collateral or ulterior purpose all information, whether given orally, in writing or otherwise, arising out of or in connection with any mediation, including the fact of any settlement and its terms, save for the fact that the mediation is to take place or has taken place.
- 2.3 All information, whether oral, in writing or otherwise, arising out of or in connection with any mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever.

3. EXPERT DETERMINATION

- 3.1 If the Parties are unable to settle the Dispute through mediation, then either Party may give written notice to the other Party within 10 Business Days of closure of the failed mediation of its intention to refer the Dispute to expert determination. The Expert Determination Notice must include a brief statement of the issue or issues which it is desired to refer, the expertise required in the expert, and the solution sought.
- 3.2 If the Parties have agreed upon the identity of an expert and the expert has confirmed in writing his readiness and willingness to embark upon the expert determination, then that person shall be appointed as the Expert.
- 3.3 Where the Parties have not agreed upon an expert, or where that person has not confirmed his willingness to act, then either Party may apply to CEDR for the appointment of an expert. The request must be in writing, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously to the other Party. The other Party may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.
- 3.4 The Party serving the Expert Determination Notice must send to the Expert and to the other Party within 5 Business Days of the appointment of the Expert a statement of its case including a copy of the Expert Determination Notice, the Contract, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies. The statement of case must be confined to the issues raised in the Expert Determination Notice.
- 3.5 The Party not serving the Expert Determination Notice must reply to the Expert and the other Party within 5 Business Days of receiving the statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.

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- 3.6 The Expert must produce a written decision with reasons within 30 Business Days of receipt of the statement of case referred to in paragraph 1.9, or any longer period as is agreed by the Parties after the Dispute has been referred.
- 3.7 The Expert will have complete discretion as to how to conduct the expert determination, and will establish the procedure and timetable.
- 3.8 The Parties must comply with any request or direction of the Expert in relation to the expert determination.
- 3.9 The Expert must decide the matters set out in the Expert Determination Notice, together with any other matters which the Parties and the Expert agree are within the scope of the expert determination. The Expert must send his decision in writing simultaneously to the Parties. Within 5 Business Days following the date of the decision the Parties must provide the Expert and each other with any requests to correct minor clerical errors or ambiguities in the decision. The Expert must correct any minor clerical errors or ambiguities at his discretion within a further 5 Business Days and send any revised decision simultaneously to the Parties.
- 3.10 The Parties must bear their own costs and expenses incurred in the expert determination and are jointly liable for the costs of the Expert.
- 3.11 The decision of the Expert is final and binding, except in the case of fraud, collusion, bias, or material breach of instructions on the part of the Expert at which point a Party will be permitted to apply to Court for an Order that:
 - 3.11.1 the Expert reconsider his decision (either all of it or part of it); or
 - 3.11.2 the Expert's decision be set aside (either all of it or part of it).
- 3.12 If a Party does not abide by the Expert's decision the other Party may apply to Court to enforce it.
- 3.13 All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings.
- 3.14 The Expert is not liable for anything done or omitted in the discharge or purported discharge of his functions, except in the case of fraud or bad faith, collusion, bias, or material breach of instructions on the part of the Expert.
- 3.15 The Expert is appointed to determine the Dispute or Disputes between the Parties and his decision may not be relied upon by third parties, to whom he shall have no duty of care.

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Part 2 of Appendix M - Nominated Mediation Body

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Part 3 of Appendix M - Recorded Dispute Resolutions

[insert]

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APPENDIX N: SUCCESSION PLAN

[Insert if one has been agreed]

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APPENDIX O: DEFINITIONS AND INTERPRETATION (please also see Appendix 7)

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. Words importing any gender include every gender
9. The headings to the clauses, schedules and paragraphs of this Contract are not to affect the interpretation
10. Where the word 'including' is used in this Contract, it shall be understood as meaning 'including without limitation'
11. A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.
12. 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 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.

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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 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 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*)

COSOP means Cabinet Office Statement of Practice

CQC means the Care Quality Commission

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

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Default Interest Rate means the statutory rate of interest applicable to the Late Payment of Commercial Debts Regulations 2013 as may be amended from time to time

Direction Letter means a letter issued by the NHS Business Services Authority (on behalf of the Secretary of State pursuant to Section 7(2) of the Superannuation (Miscellaneous Provisions) Act 1967) to the Provider or a Sub-Contractor, setting out the terms on which the Provider or Sub-Contractor (as appropriate) is to be granted access to the NHS Pension Scheme in connection with this Contract or the relevant Sub-Contract (as appropriate)

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

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

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Expiry Date means either:

- a) the date set out in clause A3.3; or
- b) the last date of an Extension Period; or
- c) 30th September 2024

whichever occurs soonest

Extension Period means each additional period of up to 12 calendar months (up to a maximum of four permitted Extension Periods) following the expiry of the Initial Term

First Exception Report means 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

GDPR means the General Data Protection Regulations which shall be in force in the UK with effect from 25th May 2018

General Conditions has the meaning given to it in clause A1

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 Term means a term of 3 years commencing on the Service Commencement Date and expiring on the Initial Expiry Date

Initial Expiry Date means the last date of the Initial Term

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

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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

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

NICE means National Institute for Health and Clinical Excellence being 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

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 0 (*Prohibited Acts*)

Provider Representative means the person identified in clause A4.2 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

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

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

Relevant Transfer means a relevant transfer for the purposes of TUPE

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

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

Review Meeting means a meeting to be held in accordance with clause B19 (*Review Meetings*) or as otherwise requested in accordance with clause **Error! Reference source not found.** (*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.

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

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

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Sub-contractor means any third party appointed by the Provider and approved by the Authority under clause B23 (*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*)

Successor Provider means any provider to whom a member of Staff is transferred pursuant to TUPE in relation to the Services immediately on termination or expiry of this Contract

Tender means the tender dated [.....] submitted by the Provider and accepted by the Authority [annexed to this Contract in Appendix [...]]

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

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

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*).

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SECTION C: SPECIAL TERMS AND CONDITIONS

SECTION C

SPECIAL TERMS AND CONDITIONS

Section C.1 EMPLOYMENT PROVISIONS

Unless otherwise stated in each Section, in Sections C.1 to C2(A), the following definitions shall apply:

COSOP: means the Cabinet Office Statement of Practice Staff Transfers in the Public Sector January 2000;

Data Protection Legislation: the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

"Direct Loss" all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of reasonably and necessarily incurred legal or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses;

Effective Date: the date(s) on which the Services (or any part of the Services), transfer from the Authority or any Former Provider to the Provider or Sub-Contractor, and a reference to the Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Provider or Sub-Contractor.

Employee Liability Information: the information that a transferor is obliged to notify to a transferee under regulation 11 of the Employment Regulations :

(a) the identity and age of the employee;

(b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);

(c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years;

(d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the Provider arising out of the employee's employment with the transferor;

(e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.

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:

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- (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 and/or COSOP;

Former Provider: a Provider supplying services to the Authority before the Service 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);

Indirect Losses means loss of profits (other than profits directly and solely attributable to carrying on of the Business), 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;

Notified Sub-contractor: a Sub-contractor identified in Annex D to whom Transferring Authority Employees and/or Transferring Former Provider Employees will transfer on a Relevant Transfer Date;

Provider Personnel: all directors, officers, employees, agents, consultants and contractors of the Provider and/or any Sub-contractor engaged in the performance of the Provider's obligations under this Contract;

Provider's Final Personnel List: a list provided by the Provider of all Provider Personnel who will transfer under the Employment Regulations on the Service Transfer Date;

Provider's Provisional Personnel List: a list prepared and updated by the Provider of all Provider Personnel 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 and who are expected, if they remain in the employment of the Provider or of any sub-contractor as the case may be until immediately before the termination date or the expiry date of the (as appropriate), would be Transferring Provider Employees;

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

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

Replacement Provider: any third party 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 Sub-contractor: 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 Sub-contractor);

Retendering Information: as defined in paragraph 6.10;

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

Service Transfer Date: the date on which the Services (or any part of the Services), transfer from the Provider or Sub-Contractor to the Authority or any Replacement Provider giving rise to a Relevant Transfer;

Staffing Information: in relation to all persons identified on the Provider's Provisional Personnel List or Provider's Final Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the Data Protection Legislation, 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

Sub-Contractor: the contractors engaged by the Provider to provide goods, services or works to, for or on behalf of the Provider for the purposes of providing the Services to the Authority.

Transferring Authority Employees: employees of the Authority whose contracts of employment transfer with effect from the Effective Date to the Provider by virtue of the application of the Employment Regulations. A list of the Transferring Authority Employees, as at the date of execution of the Contract, is attached at Annex B.

Transferring Former Provider Employees: employees of a Former Provider whose contracts of employment transfer with effect from the Effective Date to the Provider or Sub-Contractor by virtue of the application of the Employment Regulations. An indicative list of the Transferring Former Provider Employees, as at the date of execution of the Contract, is attached at Annex C.

Transferring Provider Employees: those employees of the Provider and/or the Provider's Sub-contractors wholly or mainly engaged in the provision of the Services as the case may be as immediately before the expiry date or the termination date of the Contract to whom the Employment Regulations will apply on the Service Transfer Date whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a Replacement Service Provider

2. INTERPRETATION

Where a provision in this Schedule 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 Authority, Former Provider, Replacement Provider or Replacement Sub-contractor, as the case may be.

3. TRANSFER OF EMPLOYEES TO THE PROVIDER ON THE EFFECTIVE DATE

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3.1 The Authority and the Provider agree that where the identity of the provider of any of the Services changes, this shall constitute a Relevant Transfer and the contracts of employment of any Transferring Authority Employees and Transferring Former Provider Employees shall transfer to the Provider or Sub-Contractor. The Provider shall comply and shall procure that each Sub-Contractor shall comply with their obligations under the Employment Regulations. The Relevant Transfer shall occur on the [Effective Date **OR [DATE]**].

3.2 NOT USED

3.3 Subject to paragraph 3.4, the Authority shall indemnify and keep indemnified the Provider against any losses, except indirect losses incurred by the Provider or any relevant Sub-Contractor in connection with any claim or demand by any Transferring Employee arising out of the employment of any Transferring Employee. This indemnity shall apply provided that it arises from any act, fault or omission of the Authority in relation to any Transferring Employee prior to the Effective Date (except where such act, fault or omission arises as a result of the Provider or any relevant Sub-Contractor's failure to comply with regulation 13 of the Employment Regulations) and any such claim is not in connection with the transfer of the Services by virtue of the Employment Regulations on the Effective Date.

3.4 The Provider shall be liable for and indemnify and keep indemnified the Authority and any Former Provider against any Employment Liabilities arising from or as a consequence of:

- (i) any proposed changes to terms and conditions of employment the Provider or Sub-Contractor may consider taking on or after the Effective Date;
- (ii) any of the employees informing the Authority and any Former Provider they object to being employed by the Provider or Sub-Contractor; and
- (iii) any change in identity of the Transferring Authority Employees' and Transferring Former Provider Employees' employer as a result of the operation of the Employment Regulations or as a result of any proposed measures the Provider or Sub-Contractor may consider taking on or after the Effective Date.

3.5 The Provider shall be liable for and indemnify and keep indemnified the Authority and any Former Provider against any failure to meet all remuneration, benefits, entitlements and outgoings for the Transferring Authority Employees, the Transferring Former Provider Employees, and any other person who is or will be employed or engaged by the Provider or any Sub-Contractor in connection with the provision of the Services, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions, termination costs and otherwise from and including the Effective Date.

3.6 The Provider shall immediately on request by the Authority and/or the Former Provider provide details of any measures that the Provider or any Sub-Contractor of the Provider envisages it will take in relation to any Transferring Authority Employees and any Transferring Former Provider Employees including any proposed changes to terms and conditions of employment. If there are no measures, the Provider will give confirmation of that fact, and shall indemnify the Authority and any Former Provider against all Employment Liabilities resulting from any failure by it to comply with this obligation.

4. NOT USED

5. PROCUREMENT OBLIGATIONS

Where in this schedule 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.

6. RETENDERING AND PRE-SERVICE TRANSFER OBLIGATIONS

6.1 The Provider agrees that within 20 Working Days of the earliest of:

- (a) receipt of a notification from the Authority of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any Partial Termination of this Contract;
- (c) the date which is 12 months before the end of the Term; and

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(d) receipt of a written request of the Authority at any time (provided that the Authority shall only be entitled to make one such request in any six month period), it shall provide at no cost to the Authority and in a suitably anonymised format so as to comply with the Data Protection Legislation, the Provider's Provisional Personnel List, together with the Staffing Information in relation to the Provider's Provisional Personnel List and it shall provide an updated Provider's Provisional Personnel List at such intervals as are reasonably requested by the Authority.

6.2 At least 28 Working Days prior to the Service Transfer Date, the Provider shall provide to the Authority or at the direction of the Authority to any Replacement Provider and/or any Replacement Sub-contractor:

- (a) the Provider's Final Personnel List, which shall identify which of the Provider Personnel are Transferring Provider Employees; and
- (b) the Staffing Information in relation to the Provider's Final Personnel List (insofar as such information has not previously been provided).

6.3 The Authority shall be permitted to use and disclose information provided by the Provider under clause 6.1 and clause 6.2 for the purpose of informing any prospective Replacement Provider and/or Replacement Sub-contractor.

6.4 The Provider:

- (a) shall promptly notify the Authority forthwith in writing of any material changes to the information provided pursuant to clause 6.1 and clause 6.2 as and when such changes arise; and
- (b) warrants, for the benefit of the Authority, any Replacement Provider, and any Replacement Sub-contractor that all information provided pursuant to clause 6.1 and clause 6.2 shall be true and accurate in all material respects at the time of providing the information.

6.5 From the date of the earliest event referred to in clause 6.1(a), clause 6.1(b) and clause 6.1(c), 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 Personnel List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Provider Personnel listed on the Provider Provisional Personnel 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 Provider Personnel (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 Provider Personnel 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 Personnel 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 Personnel 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 Personnel List regardless of when such notice takes effect.

6.6 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.

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6.7 The Provider shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Authority, any Replacement Provider and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Provider Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Provider Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Provider shall provide, and shall procure that each Sub-contractor shall provide, to the Authority or, at the direction of the Authority, to any Replacement Provider and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Provider's Final Personnel List who is a Transferring Provider Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

6.8 The Authority regards compliance with this paragraph 6 as fundamental to this Contract. In particular, failure to comply with paragraphs 6.1 and 6.2 in respect of the provision of accurate information about the Transferring Provider 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 6.8 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 paragraphs 6.1 or 6.2, as the case may be.

6.9 Any change to the Staffing Information which would increase the total employment costs of the staff in the [six] months prior to termination of this Contract shall not (so far as reasonably practicable) take place without the Authority's prior written consent, unless such changes are required by law. The Provider shall supply to the Authority full particulars of such proposed changes and the Authority shall be afforded reasonable time to consider them.

6.10 The Provider shall indemnify and shall keep indemnified in full the Authority and at the Authority's request any Replacement Provider against all Direct Losses arising from any claim by any party as a result of the Provider or sub-contractor failing to provide or promptly to provide the Authority and/or any Replacement Provider where requested by the Authority with any information required under this Clause 6.1 to 6.4 inclusive ("the Retendering Information") and/or Employee Liability Information or to provide full Retendering Information and/or Employee Liability Information or as a result of any material inaccuracy in or omission from the Retendering Information and/or Employee Liability Information provided that this indemnity shall not apply to the extent that such information was originally provided to the Provider or any sub-contractor by the Authority and was materially inaccurate or incomplete when originally provided.

7. EMPLOYMENT REGULATIONS EXIT PROVISIONS

7.1 The Authority and the Provider acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Contract or otherwise) resulting in the Services being undertaken by a Replacement Provider and/or a Replacement Sub-contractor. Such change in the identity of the Provider of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. 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 Transferring Provider 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 Transferring Provider Employee.

7.2 The Provider shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Provider 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 Sub-contractor shall perform and discharge, all its obligations in

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respect of all the Transferring Provider Employees and other employees or former employees of the Provider or each Sub-contractor (who had been engaged in the provision of the Services) 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.

7.3 Subject to clause 7.4, the Provider shall indemnify the Authority and/or the Replacement Provider and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring 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 of the Provider or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
- (b) the breach or non-observance by the Provider or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Provider Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring 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 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 before the Service 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 Provider Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring 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 Provider to the Authority and/or Replacement Provider and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory Authority relates to financial obligations arising on or before the Service Transfer Date;
- (e) 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 Provider Employees in respect of the period up to (and including) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by the Provider or any Sub-contractor other than a Transferring Provider Employee for whom it is alleged the Authority and/or the Replacement Provider and/or any Replacement Sub-contractor may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (g) any claim made by or in respect of a Transferring Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Provider Employee relating to any act or omission of the Provider or any Sub-contractor 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 Authority and/or Replacement Provider to comply with regulation 13(4) of the Employment Regulations.

7.4 The indemnities in clause 7.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Provider and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Provider Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Provider and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or

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(b) arising from the Replacement Provider's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

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

(a) the Authority shall procure that the Replacement Provider shall, or any Replacement Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Provider; and

(b) the Provider may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Provider and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

7.6 If such offer is accepted, or if the situation has otherwise been resolved by the Provider or a Sub-contractor, the Authority shall procure that the Replacement Provider shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

7.7 If after the 15th Working Day period specified in clause 7.5(b) has elapsed:

(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 Authority shall advise the Replacement Provider and/or Replacement Sub-contractor, as appropriate that it may within five Working Days give notice to terminate the employment or alleged employment of such person.

7.8 Subject to the Replacement Provider and/or Replacement Sub-contractor acting in accordance with the provisions of clause 7.5 to clause 7.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Provider shall indemnify the Replacement Provider and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of clause 7.7 provided that the Replacement Provider takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

7.9 The indemnity in clause 7.8:

(a) shall not apply to:

(i) in any case in relation to any alleged act or omission of the Replacement Provider and/or Replacement Sub-contractor, 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; or

(ii) any claim that the termination of employment was unfair because the Replacement Provider and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and

(b) shall apply only where the notification referred to in clause 7.5(a) is made by the Replacement Provider and/or Replacement Sub-contractor to the Provider within six months of the Service Transfer Date.

7.10 If any such person as is described in clause 7.5 is neither re-employed by the Provider or any Sub-contractor nor dismissed by the Replacement Provider and/or Replacement Sub-contractor within the time scales set out in clause 7.5 to clause 7.7, such person shall be treated as a Transferring Provider Employee and the Replacement Provider and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.

7.11 Not Used.

7.12 The Provider shall, and shall procure that each Sub-contractor shall, promptly provide to the Authority and any Replacement Provider and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Authority, the Replacement Provider and/or Replacement

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

7.13 Subject to clause 7.14, the Authority shall procure that the Replacement Provider indemnifies the Provider on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Provider Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Provider Employee) arising from or as a result of:

- (a) any act or omission of the Replacement Provider and/or Replacement Sub-contractor;
- (b) the breach or non-observance by the Replacement Provider and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Provider Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Provider Employees which the Replacement Provider and/or Replacement Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Provider Employees arising from or connected with any failure by the Replacement Provider and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (d) any proposal by the Replacement Provider and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Provider Employees on or after their transfer to the Replacement Provider or Replacement 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 Provider Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service 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 Replacement Provider or Replacement Sub-contractor to, or in respect of, any Transferring Provider Employee on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the 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 Provider Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising after the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring 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 Provider or Sub-contractor, to the Replacement Provider or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory Council relates to financial obligations arising after the Service Transfer Date;
- (g) a failure of the Replacement Provider or Replacement 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 Provider Employees in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Provider Employee relating to any act or omission of the Replacement Provider or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

7.14 The indemnities in clause 7.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Provider and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Provider and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

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7.15 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 to a Replacement Provider will be fulfilled.

7.16 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to clause 6 and 7, 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.

7.17 Despite clause 7.16, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

Section C.2 Pensions

Section C.2 (A) - Local Authority Pension Scheme - NOT USED

Section C.2 (B) NHS Pension Scheme

1. Definitions

1.1 Terms not defined at the end of this Schedule or in the Definitions clause of Section C1 are to be interpreted in accordance with the Definitions and Interpretation section of this Contract.

2. Pension Protection For Eligible Employees

2.1 Continued membership of the NHS Pension Scheme

2.1.1 In accordance with New Fair Deal, the Provider and/or each Sub-Contractor to which the employment of any Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHS Pension Scheme, must on or before the Transfer Date, each secure a Direction Letter to enable the Eligible Employees to retain either continuous active membership of or eligibility for, the NHS Pension Scheme, for so long as they remain employed in connection with the delivery of the Services under this Contract.

2.1.2 Without prejudice to Appendix B (*Conditions Precedent*), the Provider must supply to the Authority at least 28 days before the Transfer Date a complete copy of each Direction Letter.

2.1.3 The Provider (or its Sub-Contractor if relevant) will comply with the terms of the Direction Letter (including any terms which change as a result of changes in legislation) in respect of the Eligible Employees until the day before the Exit Transfer Date for so long as they are employed on the delivery of the Services.

2.1.4 Where any member of Staff omitted from the Direction Letter supplied in accordance with paragraph 2.1.2 above is subsequently found to be an Eligible Employee, the Provider (or its Sub-Contractor if relevant) will ensure that that person is treated as an Eligible Employee from the Transfer Date so that their Pension Benefits and Premature Retirement Rights are not adversely affected.

[DRAFTING NOTE: The Paragraph below, 2.2 (Broadly Comparable Pension Benefits) will not be relevant and may be deleted where the Provider and/or any relevant Sub-Contractor(s) either participate automatically in the NHS Pension Scheme or have each secured a Direction Letter in respect of all Eligible Employees by the time the Contract is entered into. If the Provider is not automatically an employer in the NHS Pension Scheme, it is anticipated that Direction Letter(s) will be secured in the vast majority of cases.]

2.2 Broadly Comparable Pension Benefits

2.2.1 If the Authority in its sole discretion (having considered the exceptional cases provided for in New Fair Deal for Staff Pensions) agrees that the Provider (or any Sub-Contractor) need not provide the Eligible Employees with access to the NHS Pension Scheme, the Provider (or any Sub-Contractor) must ensure that, with effect from the Transfer Date until the day before the Exit Transfer Date, the Eligible Employees are offered access to a scheme under which the Pension Benefits are Broadly Comparable to those provided under the NHS Pension Scheme.

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- 2.2.2 The Provider must supply to the Authority details of its (or its Sub-Contractor's) Broadly Comparable scheme and provide a full copy of the valid certificate of Broad Comparability covering all Eligible Employees, as soon as it is able to do so and in any event no later than 28 days before the Transfer Date.

2.3 Transfer Option

As soon as reasonably practicable and in any event no later than [20 Business Days]⁵ after the Transfer Date, the Provider must provide the Eligible Employees with the Transfer Option, where the former provider offered, or the Provider offers, a Broadly Comparable scheme.

2.4 Calculation of Transfer Amount⁶

- 2.4.1 The Authority will use reasonable endeavours to procure that [20 Business Days]⁷ after the Transfer Option Deadline, the Transfer Amount is calculated by the Former Provider's Actuary⁸ on the following basis and notified to the Provider along with any appropriate underlying methodology.

- 2.4.1.1 If the Former Provider offers a Broadly Comparable scheme to Eligible Employees:

2.4.1.1.1 the part of the Transfer Amount which relates to benefits accrued in that Broadly Comparable scheme other than those in sub-paragraph 2.4.1.1.2 below must be aligned to the funding requirements of that scheme; and

2.4.1.1.2 the part of the Transfer Amount which relates to benefits accrued in the NHS Pension Scheme (having been previously bulk transferred into the former provider's Broadly Comparable scheme), must be aligned to whichever of (a) the funding requirements of the Former Provider's Broadly Comparable scheme; or (b) the principles⁹ under which the former provider's Broadly Comparable scheme received a bulk transfer payment from the NHS Pension Scheme (together with any shortfall payment)¹⁰, gives the higher figure,

provided that where the principles require the assumptions to be determined as at a particular date, that date will be the Transfer Date.

- 2.4.1.2 If the Former Provider offers the NHS Pension Scheme to Eligible Employees, the Transfer Amount will be calculated by the NHS Pension Scheme's Actuary on the basis applicable for bulk transfer terms from

⁵ This is a suggested timescale bearing in mind that the whole process for the bulk transfer should take no more than 6 months.

⁶ In accordance with B.4 of New Fair Deal for Staff Pensions, the terms of the bulk transfer should be determined by the former provider's Actuary at the outset of the procurement process.

⁷ This is a suggested timescale. It is not unreasonable if all the data is available and agreed well in advance of the Transfer Date.

⁸ If the former provider is an NHS Employer within the meaning of the NHS Pension Scheme Regulations, the former provider's Actuary will be the NHS Pension Scheme Actuary (currently the Government Actuary's Department).

⁹ The principles should be set out in a formal bulk transfer note issued on behalf of the NHS Pension Scheme. Where a shortfall applied, further principles should be set out in a separate note that is subject to the terms of the contract for services with the former provider.

¹⁰ B8 to B14 inclusive of New Fair Deal for Staff Pensions which deal with price adjustments/shortfall requirements are relevant here and are discussed in Section 2. of Stage 2 of the guidance issued in February 2014 by the Department of Health in respect of the impact of New Fair Deal for Staff Pensions on NHS Pension Scheme participation.

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the NHS Pension Scheme set by the Department of Health from time to time¹¹.

- 2.4.2 Each party will promptly provide to any Actuary calculating or verifying the Transfer Amount any documentation and information which that Actuary may reasonably require.

2.5 Payment of Transfer Amount

Subject to:

- 2.5.1 the period for acceptance of the Transfer Option having expired; and
- 2.5.2 the Provider having (and/or having procured that any relevant Sub-Contractor has) provided the trustees or managers of the Former Provider's pension scheme (or NHS Business Services Authority, as appropriate) with completed and signed forms of consent in a form acceptable to the Former Provider's pension scheme from each Eligible Employee in respect of the Transfer Option; and
- 2.5.3 if relevant, the issue of a contracting-out certificate in respect of the Provider's (or any Sub-Contractor's) Broadly Comparable scheme which covers the employment of the Eligible Employees; and
- 2.5.4 the calculation of the Transfer Amount in accordance with Paragraph 2.4 (*Calculation of Transfer Amount*); and
- 2.5.5 the trustees or managers of the Provider's (or any Sub-Contractor's) Broadly Comparable scheme (or NHS Business Services Authority, as appropriate) having confirmed in writing to the trustees or managers of the Former Provider's pension scheme (or NHS Business Services Authority, as appropriate) that they are ready, willing and able to receive the Transfer Amount and the bank details of where the Transfer Amount should be sent, and not having revoked that confirmation,

the Authority will use reasonable endeavours to procure that the Former Provider's pension scheme (or the NHS Pension Scheme, as appropriate) will, on or before the Payment Date, transfer to the Provider's (or Sub-Contractor's) Broadly Comparable scheme (or NHS Pension Scheme) the Transfer Amount in cash, together with any cash or other assets which are referable to additional voluntary contributions (if any) paid by the Eligible Employees which do not give rise to salary-related benefits.

2.6 Credit for Transfer Amount

Subject to prior receipt of the Transfer Amount (and any shortfall payable),¹² by the trustees or managers of the Provider's (or Sub-Contractor's) Broadly Comparable scheme (or NHS Business Services, as appropriate), the Provider must procure that year-for-year day-for-day service credits are granted in the Provider's (or Sub-Contractor's) Broadly Comparable scheme (or NHS Pension Scheme), or an actuarial equivalent agreed by the Authority's Actuary (and NHS Pension Scheme Actuary) in accordance with New Fair Deal for Staff Pensions as a

¹¹ Commissioners should obtain a signed note from the NHS Pension Scheme Actuary during the procurement specifying the bulk transfer terms that apply.

¹² In terms of shortfalls, please see section 2 of Stage 2 of the guidance issued in February 2014 by the Department of Health in respect of the impact of New Fair Deal for Staff Pensions on NHS Pension Scheme participation.

PUBLIC HEALTH SERVICES DRAFT CONTRACT

suitable reflection of the differences in benefit structure between the NHS Pension Scheme and the Provider's (or Sub-Contractor's) pension scheme.

3. **Premature Retirement Rights**

- 3.1 From the Transfer Date until the day before the Exit Transfer Date, the Provider must provide (and/or must ensure that any relevant Sub-Contractor must provide) Premature Retirement Rights in respect of the Eligible Employees that are the same as the benefits they would have received had they remained employees of an NHS Body or other employer which participates automatically in the NHS Pension Scheme.

4. **Cancellation of any Direction Letter(s) and Right of Set-Off**

- 4.1 If the Authority is entitled to terminate this Contract under Clause B32. (*Termination*); the Authority may in its sole discretion instead of exercising its right under clause B32.2 I) (*Termination*;) permit the Provider (or the relevant Sub-Contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Authority.
- 4.2 If the Authority is notified by NHS Business Services Authority of any NHS Pension Scheme Arrears, the Authority will be entitled to deduct all or part of those arrears from any amount due to be paid by that Authority to the Provider having given the Provider 5 Business Days' notice of its intention to do so, and to pay any sum deducted to NHS Business Services Authority in full or partial settlement of the NHS Pension Scheme Arrears. This set-off right is in addition to and not instead of the Authority's right to terminate the Contract under clause B32.2 I) (*Termination*).

5. **Compensation**

- 5.1 If the Provider (or any Sub-Contractor) is unable to provide the Eligible Employees with either:
- 5.1.1 membership of the NHS Pension Scheme (having used its best endeavours to secure a Direction Letter); or
 - 5.1.2 a Broadly Comparable scheme,

the Authority may in its sole discretion permit the Provider to (or procure that the relevant Sub-Contractor) compensate the Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Provider (or Sub-Contractor as relevant) having consulted with a view to reaching agreement any recognised trade union or, in the absence of such body, the Eligible Employees. The Provider must (or must procure that the relevant Sub-Contractor) meet the costs of the Authority in determining whether the level of compensation offered is reasonable in the circumstances.

- 5.2 This flexibility for the Authority to allow compensation in place of Pension Benefits is in addition to and not instead of the Authority's right to terminate the Contract under clause B32.2 I) (*Termination*).

6 **Provider Indemnities Regarding Pension Benefits and Premature Retirement Rights**

- 6.1 The Provider must indemnify and keep indemnified the Authority and any Replacement Provider against all Losses arising out of any claim by any Eligible Employee that the provision of (or failure to provide) Pension Benefits and Premature Retirement Rights from the Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
- 6.2 The Provider must indemnify and keep indemnified the Authority, NHS Business Services Authority and any Replacement Provider against all Losses arising out of the Provider (or its Sub-Contractor) allowing anyone who is not an Eligible Employee to join or claim membership of the NHS Pension Scheme at any time during the Contract Term.

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- 6.3 The Provider must indemnify the Authority, NHS Business Services Authority and any Replacement Provider against all Losses arising out of its breach of this Section C.2 (B) and/or the terms of the Direction Letter.

7 Sub-contractors

- 7.1 If the Provider enters into a Sub-contract it will impose obligations on its Sub-Contractor in the same terms as those imposed on the Provider in relation to Pension Benefits and Premature Retirement Benefits by this Section C.2 (B), including requiring that:

7.1.1 If the Provider has secured a Direction Letter, the Sub-Contractor also secures a Direction Letter in respect of the Eligible Employees for their future service with the Sub-Contractor as a condition of being awarded the Sub-Contract; or

7.1.2 If the Provider has offered the Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHS Pension Scheme, the Sub-Contractor either secures a Direction Letter in respect of the Eligible Employees or provides Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHS Pension Scheme and in either case the option for Eligible Employees to transfer their accrued rights in the Provider's pension scheme into the Sub-Contractor's Broadly Comparable scheme (or where a Direction Letter is secured by the Sub-Contractor, the NHS Pension Scheme) on the basis set out in Paragraph 2.6 (*Credit for Transfer Amount*), except that the Provider or the Sub-Contractor as agreed between them, must make up any shortfall in the transfer amount received from the Provider's pension scheme.

8 Direct Enforceability by the Eligible Employees

- 8.1 Notwithstanding clause B 41. (*Third Party Rights*), the provisions of this Section C.2 (B) may be directly enforced by an Eligible Employee against the Provider and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 will apply to the extent necessary to ensure that any Eligible Employee will have the right to enforce any obligation owed to him or her by the Provider under this Schedule in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

- 8.2 Further, the Provider must ensure that the Contracts (Rights of Third Parties) Act 1999 will apply to any Sub-Contract to the extent necessary to ensure that any Eligible Employee will have the right to enforce any obligation owed to them by the Sub-Contractor in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

9 Pensions on Transfer of Employment on Exit

- 9.1 In the event of any termination or expiry or partial termination or expiry of this Contract which results in a transfer of the Eligible Employees, the Provider must (and if offering a Broadly Comparable scheme, must use all reasonable efforts to procure that the trustees or managers of that pension scheme must):

9.1.1 not adversely affect pension rights accrued by the Eligible Employees in the period ending on the Exit Transfer Date;

9.1.2 within 30 Business Days of being requested to do so by the new provider, (or if the new provider is offering Eligible Employees access to the NHS Pension Scheme, by NHS Business Services Authority), provide a transfer amount calculated in accordance with Paragraph 2.4 (*Calculation of the Transfer Amount*); and

9.1.3 do all acts and things, and provide all information and access to the Eligible Employees, as may in the reasonable opinion of the Commissioners be necessary or desirable and to enable the Authority and/or the new provider to achieve the objectives of New Fair Deal for Staff Pensions.

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10. Definitions

10.1 In this section C2(B) the following definitions shall apply:

Actuary	a Fellow of the Institute and Faculty of Actuaries
Broadly Comparable	certified by an Actuary as satisfying the condition that there are no identifiable Eligible Employees who would overall suffer material detriment in terms of their future accrual of Pension Benefits under the scheme compared with the NHS Pension Scheme assessed in accordance with Annex A of "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013
Contract Term	the period specified as such in Clause A3 (or where applicable that period as extended in accordance with the provisions of clause A3)
Direction Letter	a letter issued by the NHS Business Services Authority (on behalf of the Secretary of State pursuant to Section 7(2) of the Superannuation (Miscellaneous Provisions) Act 1967) to the Provider or a Sub-Contractor, setting out the terms on which the Provider or Sub-Contractor (as appropriate) is to be granted access to the NHS Pension Scheme in connection with this Contract or the relevant Sub-Contract (as appropriate)
Eligible Employee	<p>each of the Transferred Staff who immediately before the Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to become a member of, either the NHS Pension Scheme or a Broadly Comparable scheme as a result of their employment or former employment with either an NHS Body (or other employer which participates automatically in the NHS Pension Scheme) and being continuously engaged for more than 50% of their employed time with the former provider in the delivery of the Services</p> <p>For the avoidance of doubt a Staff member who is or is entitled to become a member of the NHS Pension Scheme as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHS Pension Scheme "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHS Pension Scheme) is not an Eligible Employee entitled to New Fair Deal for Staff Pensions protection under this Schedule</p>
Exit Transfer Date	the date on which the Eligible Employees transfer their employment to a new provider at the end of the Contract Term
Losses	all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses
New Fair Deal:	the revised pension fair deal position set out in the HM Treasury guidance: " <i>Fair Deal for staff pensions: staff transfer from central government</i> " issued in October 2013;

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NHS Body	has the meaning given to it in section 275 of the National Health Service Act 2006
NHS Business Services Authority	the Special Health Authority established under the NHS Business Services Authority (Establishment and Constitution Order) 2005 SI 2005/2414
NHS Pension Scheme	the National Health Service Pension Scheme for England and Wales, established under the Superannuation Act 1972, governed by subsequent regulations under that Act including the National Health Service Pension Scheme Regulations 1995 (SI 1995/300) and the National Health Service Pension Scheme Regulations 2008 (SI 2008/653)
NHS Pension Scheme Actuary	the Government Actuary's Department or any successor Actuary
NHS Pension Scheme Arrears	any failure on the part of the Provider or any Sub-Contractor to pay employer's or deduct and pay across employee's contributions to the NHS Pension Scheme or meet any other financial obligations under the NHS Pension Scheme or any Direction Letter in respect of the Eligible Employees
Payment Date	[20 Business Days] after the last of the conditions in Paragraph 2.5 of this Section C.2 (B) (<i>Payment of Transfer Amount</i>) has been satisfied
Pension Benefits	any benefits (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme
Premature Retirement Rights	rights to which the Transferred Staff (had they remained in the employment of an NHS Body or other employer which participates automatically in the NHS Pension Scheme) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866), and Section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time
Transfer Amount	an amount paid in accordance with Paragraph 2.5 of this Section C.2 (B) (<i>Payment of Transfer Amount</i>) and calculated in accordance with the assumptions, principles and timing adjustment referred to in Paragraph 2.4 of this Section C.2 (B) (<i>Calculation of Transfer Amount</i>) in relation to those Eligible Employees who have accrued defined benefit rights in the NHS Pension Scheme or former provider's Broadly Comparable scheme and elected to transfer them to the Provider's Broadly Comparable scheme under the Transfer Option
Transfer Date	the Transferred Staff's first day of employment with the Provider (or its Sub-Contractor)

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Transfer Option	<p>an option given to each Eligible Employee with either:</p> <ul style="list-style-type: none">accrued rights in the NHS Pension Scheme; or) accrued rights in a Broadly Comparable scheme, <p>as at the Transfer Date, to transfer those rights to the Provider's (or its Sub-Contractor's) Broadly Comparable scheme or back into the NHS Pension Scheme (as appropriate), to be exercised by the Transfer Option Deadline, to secure year-for-year day-for-day service credits in the relevant scheme (or actuarial equivalent, where there are benefit differences between the two schemes)</p>
Transfer Option Deadline	<p>the first Business Day to fall at least 3 months after the notice detailing the Transfer Option has been sent to each Eligible Employee</p>
Transferred Staff	<p>those employees whose employment compulsorily transfers to the Provider or a Sub-Contractor by operation of the Employment Regulations, COSOP or for any other reason, as a result of the award of this Contract</p>

Annex A.

Admission Agreement

NOT USED

Annex B. Transferring Authority Employees

There are no Transferring Authority Employees

Annex C. Transferring Former Provider Employees

Annex D. List of Notified Sub-contractors



Tender Response Document

**PMCV 009 - THE PROVISION OF 0-25
PUBLIC HEALTH NURSING SERVICES
SHROPSHIRE COUNCIL**

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Community Health NHS Trust

Please also add your company name to the footer of each page of the returned document

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council wishes to procure a seamless 0-25 PH Nursing service that delivers the Healthy Child Programme through a progressive, proactive, innovative and collaborative approach. The new 0-25 Public Health Nursing Service will include all elements of the Healthy Child Programme from community through to universal partnership plus. Many of these elements are currently delivered, in conjunction with partner agencies, through Health Visiting, Family Nurse Partnership and School Nursing services

Health, wellbeing and resilience are essential to the development of all our children now and for their future. Evidence through the national Healthy Child Programme shows that we can achieve this through a strong children and young people's Public Health service.

Local Authorities are now responsible for commissioning Public Health Nursing Services for 0-19 year olds and up to 25 where additional needs are identified. This provides us with opportunities to develop these to ensure we are providing a coherent, effective, flexible approach that uses a greater skill mix of staff delivering services in homes, community settings, schools and FE colleges to meet the needs of the children and young people of Shropshire.

The specification for this contract will:

- provide an opportunity to tailor services to what is needed within localities and communities across the county;
- focus on improving accessibility of services,
- enable continuity through transition points for children and young people,
- deliver improved child health outcomes in Shropshire.

This contract will ensure the following service specific outcomes:

- children and young people have an appropriate understanding and develop better self-management skills, including resilience; being ready to learn and ready for school;
- parents and carers have improved knowledge, understanding and behaviours to develop better parenting skills and resilience;
- an improved understanding by professional, voluntary and community sector workers of their respective roles in developing comprehensive support for children and young people;
- safeguarding of children and young people and mandated health reviews are prioritised.

A new, integrated and locality-focussed service will create greater opportunities for delivering a more coherent universal service that covers 0-25 year olds in Shropshire and ensure that those children, young people and families that need greater support can be identified and provided with continuity of care and support, where and when it is needed.

This is a notice for Social and specific services in accordance with Directive 2014/24/EU Article 74 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 council will be 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.

Applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Applicants should also note that staff subject to a TUPE transfer may include transferring staff who originate from an NHS Body or other employer which participates automatically in the NHS Pension Scheme. Such staff (referred to as 'Eligible Employees') are entitled to pension protection under the provisions of Fair Deal for Staff Pensions where they remain employed in connection with the 0-25 Public Health Nursing services. The Applicant will need to make appropriate pension provision for the Eligible Employees in accordance with the requirements set out in Section C of the proposed service agreement. Applicants are advised to seek their own legal advice-regarding these matters.

The contract will be for an initial period of 3 years commencing on the 1st October 2017 with the option to extend for a further period of up to 4 further 12 month periods exercisable by the Local Authority.

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/question and require further clarification, please contact us 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 (a). 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.
4. Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

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You must sign all 4 certificates in sections A1 to A4		
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Evaluation Criteria

Tenders will be evaluated on the answers provided in this 'Tender Response Document' in the Standard Selection Questionnaire part. The following criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria Pass/Fail Questions (Sections B Part 1 – Part 3)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 3 Section 3	Grounds for Discretionary Exclusion

In relation to discretionary exclusion grounds (section B part 3):-

Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

Tenders will be marked on the answers provided in this Tender Response Document and judged 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 / Total Max Marks Available
Section C / Q 1	Price	350 max marks
Total for price		350 max marks
Section C / Q 2	Implementation	10/100 max marks
Section C / Q 3	Service Delivery 3.1 3.2 3.3 3.4 3.5 3.6	40/400 max marks 10/100 max marks 10/100 max marks 3/30 max marks 6/60 max marks 7/70 max marks 4/40 max marks
Section C / Q 4	Collaboration and partnership working 4.1 Local Community Needs 4.2 Collaboration and partnership	15/150 max marks 6/60 Max Marks 9/90 Max Marks
Total for quality		65/ 650 total max marks

Quality questions in Section C which have subsections of quality questions are individually weighted and marked in accordance with the above marking scheme.

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	<i>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.</i>
	9	

Good	8	<i>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.</i>
	7	
Acceptable	6	<i>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.</i>
	5	
Minor Reservations	4	<i>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.</i>
	3	
Serious Reservations	2	<i>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.</i>
	1	
Unacceptable	0	<i>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.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest initial mark for Quality Criteria overall will receive the full 650 marks available for Quality. Other tenders will receive a final mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring

The Financial Schedule is intended to ensure that Bidders provide a meaningful cost to the Council on which they will be evaluated and these costs will be properly compared and evaluated against other bids.

Price is worth a total of 35% (350 marks) of the total bid evaluation.

The total price (shown in the Pricing Schedule as the 'ANNUAL PRICE PAYABLE' at line 19 of the 'Summary of all the cost tabs' worksheet) will be used for the assessment of this section. The most competitively priced bid for this section will receive 350 Marks, other less competitive bids will receive % of the maximum mark that represents the difference in cost between that bid and the most competitively priced bid.

Tenders must be submitted within a financial envelope of £3,888,170 per annum or a total of £11,664,510 for the 3 years of the contract. This financial envelope is inclusive of £60,000 per annum grant for Strengthening Families from Troubled Families. (£180,000

for the 3 year contract). This element however is dependent on the successful Tender delivering the required outcomes. Bidders should refer to the Service Specification document.

Pricing Schedule – This schedule is to be completed by all bidders and deals with the cost of providing the service for 3 years. The pricing schedule includes cells which cannot be altered by the bidders. This is to ensure that all worksheets are returned in the same format to allow for meaningful analysis/scoring of the bids.

If there are any issues with completion of the Pricing Schedule please contact us via the Delta E-tendering Portal.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council
Tender for the provision of 0-25 public health nursing 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 provision of 0-25 public health nursing services at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions of Contract, copies of which we have received.

Signe  Name 

Date 18th April 2017.....

Designation Director of Finance

Company Shropshire Community Health NHS Trust

Address Trust HQ, William Farr House, Mytton Oak Road, Shrewsbury

.....

..... Post Code SY3 8XL.....

Tel No 01743 277500..... Fax No

E-mail address 

Web address www.shropscommunityhealth.nhs.uk.....

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 or 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  Status Director of Finance


Signed (2) Status Director of Nursing and Operations

(For and on behalf of Shropshire Community Health NHS Trust)

Date 18th April 2017.....

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.

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

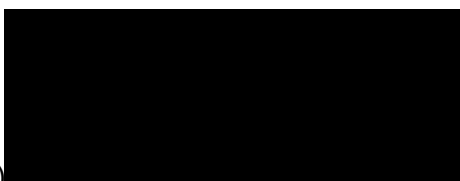
If yes, please give details:

Name	Relationship

Please note:

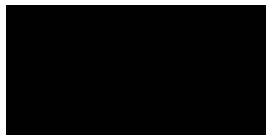
This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)



Status.....Director of Finance

Signed (2)



Status Director of Nursing and Operations...

(For and on behalf of Shropshire Community Health NHS Trust.)

Date 18th April 2017

SECTION B

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

1. The "authority" means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.

2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2¹.
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

¹ See PCR 2015 regulations 71 (8)-(9)

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	Shropshire Community Health NHS Trust
1.1(b) – (i)	Registered office address (if applicable)	Trust HQ, William Farr House Mytton Oak Road Shrewsbury SY3 8XL
1.1(b) – (ii)	Registered website address (if applicable)	www.shropscommunityhealth.nhs.uk
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	Public Sector Organisation
1.1(d)	Date of registration in country of origin	1 st June 2011
1.1(e)	Company registration number (if applicable)	N/A
1.1(f)	Charity registration number (if applicable)	N/A
1.1(g)	Head office DUNS number (if applicable)	N/A
1.1(h)	Registered VAT number	654441384
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes X No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	CQC
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes X No <input type="checkbox"/>

1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	CQC
1.1(k)	Trading name(s) that will be used if successful in this procurement.	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual	None
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	N/A
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	N/A
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	N/A

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model																																																																
Question number	Question	Response																																																															
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No X If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.																																																															
1.2(a) - (ii)	Name of group of economic operators (if applicable)	N/A																																																															
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																																																
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No X																																																															
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.																																																																
	<table border="1"> <tr> <td>Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The approximate % of contractual obligations assigned to each sub-contractor</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)						The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables						The approximate % of contractual obligations assigned to each sub-contractor					
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personal info

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	[REDACTED]
1.3(b)	Name of organisation	Shropshire Community Health NHS Trust
1.3(c)	Role in organisation	Business Development Manager
1.3(d)	Phone number	01743 277500 x4032
1.3(e)	E-mail address	[REDACTED]
1.3(f)	Postal address	Corridor J Trust HQ William Farr House Mytton Oak Road Shrewsbury SY3 8XL
1.3(g)	Signature (electronic is acceptable)	[REDACTED]
1.3(h)	Date	18 th April 2017

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

	organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	
2.3(a)	<p>Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	Yes <input type="checkbox"/> No X
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	N/A

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(b)	Breach of social obligations?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages	Yes <input type="checkbox"/> No X If yes please provide details at 3.2

	or other comparable sanctions?	
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	N/A

Part 3: Selection Questions

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions	N/A	

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contact 1	Contact 2	Contact 3 FOR INFO ONLY – NOT TO BE CONTACTED
Name of customer organisation	[REDACTED]	[REDACTED]	[REDACTED]
Point of contact in the organisation	[REDACTED]	[REDACTED]	[REDACTED]
Position in the organisation	[REDACTED]	[REDACTED]	[REDACTED]
E-mail address	[REDACTED]	[REDACTED]	[REDACTED]
Description of contract	[REDACTED]	[REDACTED]	[REDACTED]
Contract Start date	[REDACTED]	[REDACTED]	[REDACTED]
Contract completion date	[REDACTED]	[REDACTED]	[REDACTED]
Estimated contract value	[REDACTED]	[REDACTED]	[REDACTED]

6.2	Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)
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	Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)
	N/A

6.3	If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.
	N/A

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A X
	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url to view the statement ... No <input type="checkbox"/> Please provide an explanation

8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions
8.1	Insurance
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Yes</p> <p>Employer’s (Compulsory) Liability Insurance = £5 Million</p> <p>Public Liability Insurance = £5 Million</p> <p>Professional Indemnity Insurance = £2 Million</p> <p>Clinical Negligence Insurance = Unlimited</p> <p>*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

8.3 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

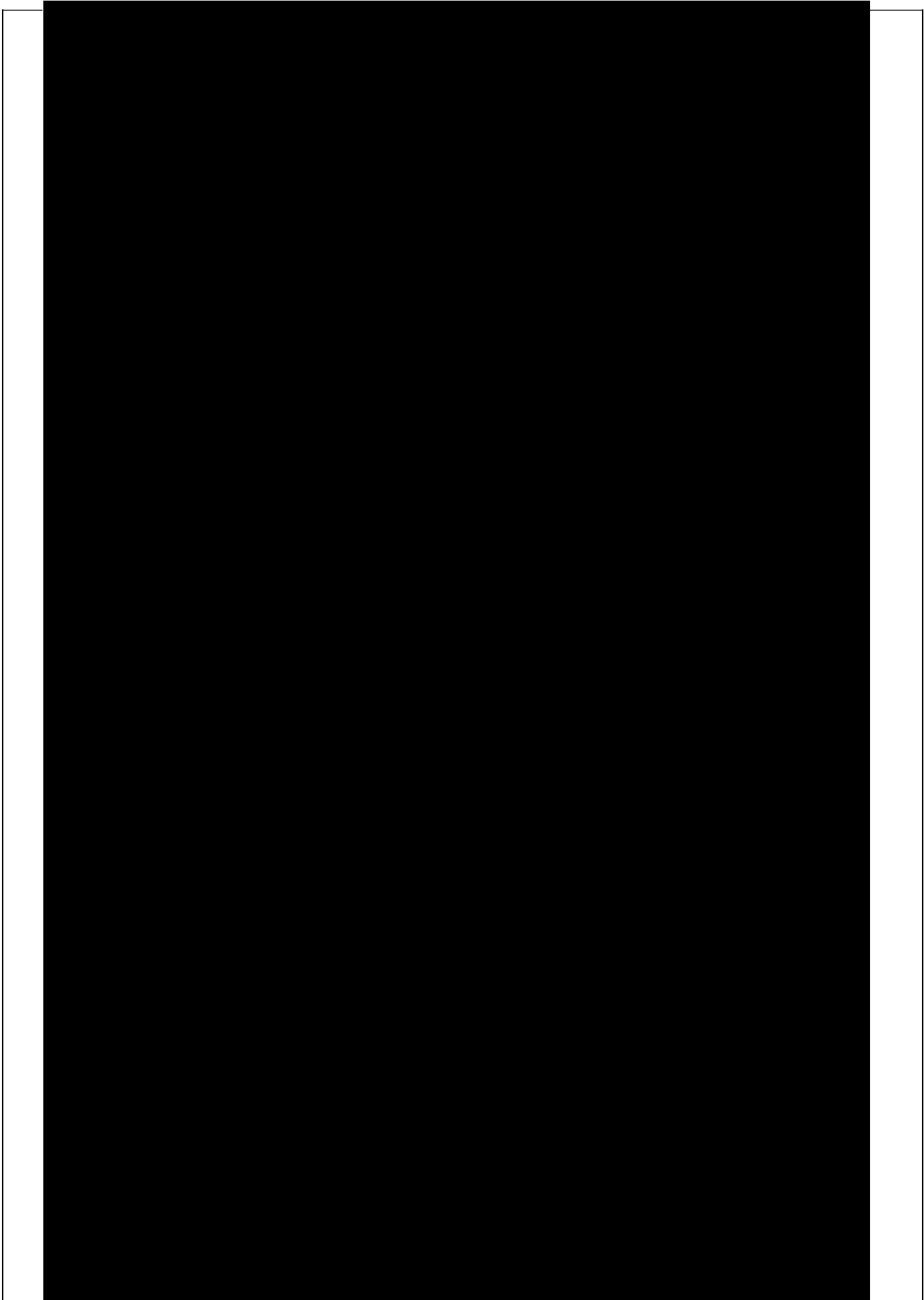
8.4 – Environmental Management

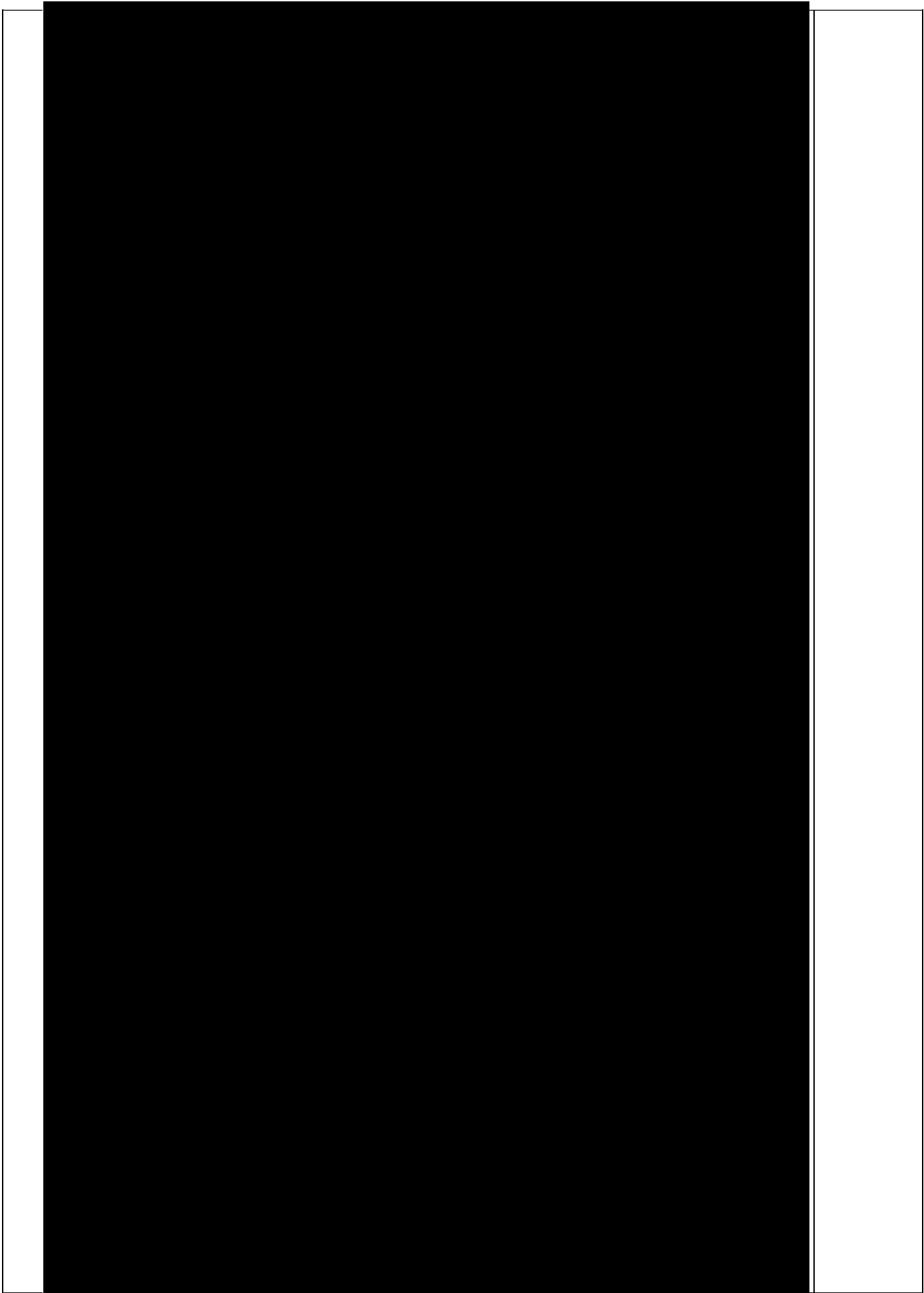
1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.	<p>If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

8.5 – Health & Safety

1.	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

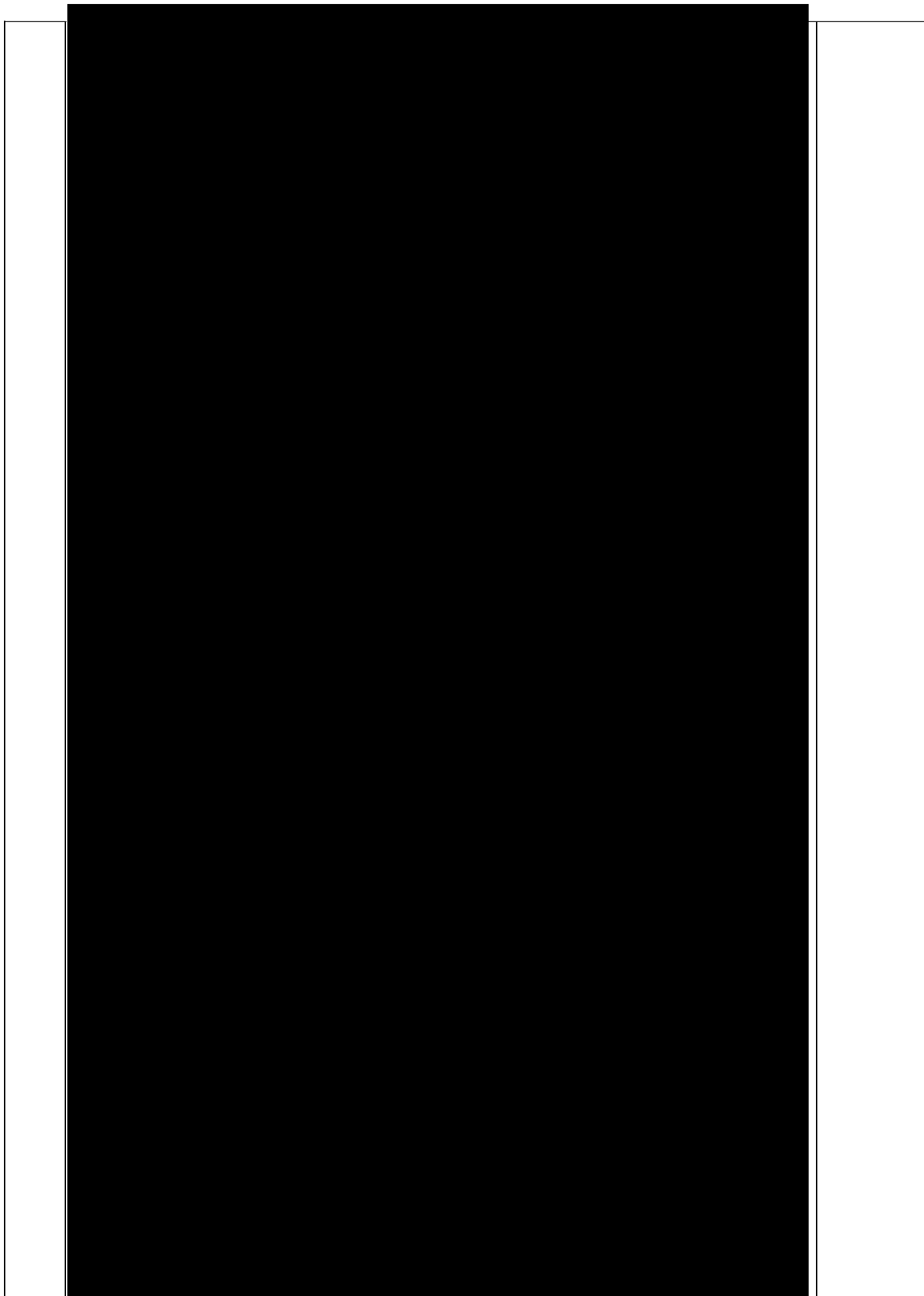
8.6 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council. Please confirm your acceptance of this term by ticking the box below





	999 Words [1000]	
3.	Service Delivery (40%)	40/ 400 max marks
3.1	<p>Based on the service specification, please describe your overarching proposed service model for providing 0-25 PH Nursing services in Shropshire using the following questions as a basis to your response. Please provide examples/evidence to support your responses where available/applicable.</p> <p>Demonstrate how the service will ensure (10 marks) (Max words 1000)</p> <ul style="list-style-type: none"> • Accessibility and visibility and delivering services in a rural County • Efficiencies and efficiency savings • Innovation 	10/100

	[REDACTED] 911 Words [1000]	
3.2	<p>Demonstrate how the service will (10 marks) (Max words 1000)</p> <ul style="list-style-type: none">• Meet the needs of all CYP and families• Meet the needs of vulnerable CYP and families including LAC• Safeguard children and young people• Embed the Lead Professional role for Strengthening families through Early Help• Provide appropriate pathways for service delivery and referrals in to and out of the service• Measure the outcomes; demonstrate how you will evidence the outcomes• Provide metrics, data and reporting <p>RESPONSE</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	10/100



	<p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED][REDACTED]	
4.2	<p>How will you ensure effective engagement, collaboration and partnership working with other services and specialisms including the voluntary and independent sector, in relation to delivering and achieving outcomes for all elements of the Healthy Child Programme, to provide an effective and timely response to needs identified? Your response should give consideration to the following examples: (9 marks) (Max words 900)</p> <ul style="list-style-type: none">• Early Help/Strengthening families• Safeguarding• Maternity Services• Acute Services• Children's Centres• Early Years and School settings• GPs• Other Primary Care services <p>Please provide examples where available.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	9/90



personal & commercial info

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SY3 8XL

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire
SY2 6ND

14th July 2017

Emailed to: [REDACTED]

Dear Bidder

**PMCV 009 - 0-25 PUBLIC HEALTH CHILD NURSING SERVICES
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT

This is an Award Decision Notice. 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 bid. A mandatory "standstill" period is now in force; this period will end at midnight on 24th July 2017. It is also subject to a cabinet "call in" period which will need to be observed and this ends 20th July 2017.

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 after the expiry of the standstill period.

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]



commercial & personal info

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

We can confirm that your tender received the following scores and ranking:-

Criteria	Your Score	Your Rank (out of 1 tender received)
Quality	■	■
Value for Money	■	■
Overall	■	■

[REDACTED]

We will be in touch with you again at the end of the standstill period.

Yours faithfully

[REDACTED]

Director of Public Health for Shropshire