

STAFFORDSHIRE COUNTY COUNCIL

**DIRECTORATE OF SOCIAL CARE
AND HEALTH**

**TENDERING EXERCISE FOR THE PROVISION OF
A MENTAL HEALTH EMPLOYMENT SERVICE
IN THE COUNTY OF STAFFORDSHIRE
REF. NO. SCHM00016**

2011 TO 2014

(with an option to extend for up to a further two years)

CONTRACT DOCUMENTS

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3/jml/SV586D Mental Health Employment Tender

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PREFACE – EXPLANATORY NOTES *(pages 1 to 24 inclusive)*

(Please read these notes very carefully. However please be aware that these explanatory notes will not form part of the Contract.)

Introduction

1. Staffordshire County Council, South Staffordshire PCT and NHS North Staffordshire (the “Commissioners”) are working in partnership to commission a service to support people with mental health problems to formulate and achieve their vocational ambitions, finding paid employment or self employment in the ordinary labour market, or taking steps towards these goals in the form of volunteering, education and training (“the Service”).

2. Staffordshire County Council (“the Council”) wishes to invite tenders for the provision of the Service in the Council’s administrative area within the County of Staffordshire (i.e. excluding the administrative area of the City of Stoke-on-Trent).

Role of the Staffordshire Joint Commissioning Unit

3. The Council’s Directorate of Social Care and Health (“Social Care and Health”) has undergone significant change over recent years to facilitate the transformation of the way in which services are delivered to residents in Staffordshire. The Commissioners have established the Staffordshire Joint Commissioning Unit (the “JCU”) which is based within Social Care and Health in order to provide a partnership approach to the commissioning of services for the three (3) Commissioners. This tendering exercise is led and conducted by the JCU on behalf of the three (3) Commissioners.

Staffordshire Cares

4. The Council’s vision for the future provision of adult social care in Staffordshire is set out in its “Staffordshire Cares” programme. The objectives of Staffordshire Cares are to provide easier access to information, advice and support to enable people to live the life they choose and to provide a gateway and signposting service for the whole adult social care sector in Staffordshire.

Background

5. In 2007, the Council carried out an audit of the existing mental health day services, including employment services, in Staffordshire on behalf of the Staffordshire Mental Health Partnership Board. This audit scoped out provision from across the third and statutory sectors in terms of location, investment, activity and outcomes. The audit was performed in response to the requirements contained within a number of Department of Health documents, including “From Segregation to Inclusion: Commissioning Guidance on Day Services for People with Mental Health Problems” and “Vocational Services for People with Mental Health Problems Commissioning Guidance”, and “Putting People First: A Shared Vision and Commitment to the Transformation of Adult Social Care”. Service users, carers and a wide range of stakeholders were fully engaged throughout the audit process. There was an acknowledgment and commitment by all three (3) Commissioners that mental health

services in Staffordshire would respond positively to the drivers and that there would be shifts in the provision of mental health services from a practice level. The Commissioners agreed that a competitive tendering process be carried out to ensure that the best possible mental health services were put in place for Staffordshire communities.

Mental Health and Employment – The Policy Agenda

6. The Government recognises the central importance of work as a route to better health and a return to an active and fulfilled life in the community (Social Exclusion Unit, 2004). However, this has not always been the case; “employment” is only mentioned on twenty (20) occasions in the National Service Framework for mental health: modern standards and service models (Department of Health, 1999) and for those on the Care Programme Approach (“CPA”) was only referred to once, alongside “education and meaningful occupation”.

7. Since then, there has been a plethora of reports and guidance which have led to the importance of employment now being recognised as being at the heart of delivering mental health services. When preparing its tender submission, the tenderer should have regard to paragraphs 8 to 14 (inclusive) of this Preface which summarise the journey and set the scene for the reasons why the JCU continues to promote and strengthen the employment and vocation agenda across Staffordshire.

8. The “Mental Health and Social Exclusion Report” (Social Exclusion Unit 2004) set the scene, addressing the causes of social exclusion and also the consequences. This report led to various other documents such as “Vocational Services for People with Mental Health Problems: Commissioning Guidance” (Department of Health 2006), “Our Health, Our Care, Our Say: A New Direction for Community Services” (Department of Health 2006) and “Reaching Out: An Action Plan on Social Exclusion” (SEU 2006) which all embraced employment as being significant to the improvement of health and wellbeing. However, there remained no Government drivers until the publication of Dame Carole Black’s review “Working for a Healthier Tomorrow” (2007) which was an independent review of the health of Britain’s working age population, commissioned by the Secretaries of State for Health and Work and Pensions. The report successfully made the links between health, work and wellbeing, recognising the agenda as very complex, very important and one which cuts across various Government agendas and programmes. The report largely focussed on pathways and the importance of earlier intervention, i.e. keeping people in work. In addition, it included a review of mental health and employment completed by the Royal College of Psychiatrists which recommends the Individual Placement and Support (“IPS”) model as the most effective at supporting mental health service users to return to employment.

9. The White Paper, “Raising expectations and increasing support: reforming welfare for the future” (Department for Work and Pensions 2008) proposed to establish “a system where everyone has personalised support and conditions to help them get back to work, underpinned by a simpler benefits system and genuine choice and control for disabled people”.

10. 2009 saw the publication of the “Mental Health and Employment Strategy” (Health, Work and Wellbeing Programme, Health and Safety Executive 2009) which included the full spectrum of service user needs in its ambition and vision. Parallel to

this “New Horizons: a shared vision for mental health” (Department of Health 2009) stated the new cross-government vision for mental health and specifically highlighted the importance of employment:

“Employment should be seen as an important outcome of the treatment of mental illness in health settings, including for those with complex needs. The need for action is accentuated, not reduced, at times of economic difficulty if a group of people already at risk are not to be disproportionately disadvantaged.”

11. **“Realising ambitions: Better employment support for people with a mental health condition”** (Department for Work and Pensions 2009) set out a number of recommendations for Government. These recommendations fall into three broad groups:

(1) increasing capacity and dispelling myths within existing structures so they are better able to meet the needs of people with a mental health condition;

(2) "model of more support": implementing Individual Placement and Support (IPS) in the context of Great Britain;

- (3) establishing effective systems for monitoring outcomes and driving change.

12. **“Work, Recovery and Inclusion: Employment support for people in contact with secondary mental health services”** (HM Government Dec 2009) sets out a high level vision and series of commitments to support people in contact with secondary mental health services into work. The key message of Work Recovery and Inclusion is that work is good for mental health and is central to recovery for those with mental health conditions. These cover actions to support people to build skills to compete for jobs, actions that enable people to get jobs, and actions designed to support employers and employees to keep people in work. The long term vision is to radically increase the number of people from this group in employment by 2025, and to narrow the gap between their employment rate and that of disabled people generally.

13. **“Working Our Way to Better Mental Health: A Framework for Action”** (Department for Work and Pensions 2009) was the first national framework for mental health and employment that established a cross-government approach to tackling cost and waste of talent arising from poor mental ill-health. The framework is designed to:

(1) improve well-being at work for everyone, and;

(2) deliver significantly better employment results for people with mental health conditions, supporting them into work, helping them to stay in work and assisting them to return to work more quickly after sickness absences.

14. A recent review of the health of Britain's working age population carried out by Dame Carole Black estimated that the economy loses over £100 billion a year through ill-health and associated sickness absence and unemployment. Mental ill-health accounts for between £30 and £40 billion of this figure.

15. The current Public Service Agreement (PSA) indicators contain one target (NI150) for: 'Adults in contact with secondary mental health services in employment'. Local authorities and their partners are now expected to report annually on the numbers of people in contact with specialist mental health services who are in paid employment with the expectation that these figures will show a steady increase.

Local Documentation

16. When preparing its tender submission, the tenderer should also have regard to the following local documents:

(1) Joint Strategic Needs Assessment (2010);

<http://www.southstaffordshirepct.nhs.uk/YourHealth/docs/profile/JSNA-Report-Adults-Feb2010.pdf>

(2) User Led Needs Analysis (North Staffs Users Group March 2010);

[http://www.staffordshirementalhealth.info/ftp/document/pdf/User led needs analysis final report March 2010 \(2\).doc](http://www.staffordshirementalhealth.info/ftp/document/pdf/User%20led%20needs%20analysis%20final%20report%20March%202010%20(2).doc)

(3) Self Help Groups Study (South Staffs Network for Mental Health & North Staffs Users Group 2008);

[http://www.staffordshirementalhealth.info/ftp/document/pdf/self help study report final.doc](http://www.staffordshirementalhealth.info/ftp/document/pdf/self%20help%20study%20report%20final.doc)

(4) Review of Mental Health Day Services in Staffordshire (February 2007);

<http://www.staffordshirementalhealth.info/ftp/document/pdf/Staffordshire%20MDS%20Report%2027.07.07%20final.pdf>

(5) State of Staffordshire (2009);

<http://www.staffordshirepartnership.org.uk/NR/rdonlyres/D87D8411-D288-404C-9558-204AA1E82CC/117217/StateofStaffordshire2009FinalReport27102009.pdf>

(6) A Profile of Financial Exclusion and Poverty in Staffordshire;

<http://www.staffordshirepartnership.org.uk/NR/rdonlyres/D87D8411-D288-404C-9558-6204AA1E82CC/119183/RCPovertyReportMASTER1.pdf>

(7) Labour Market Spreadsheet July 2010: claimant count unemployment statistics.

<http://www.staffordshire.gov.uk/NR/rdonlyres/1ADDAA1F-A142-47BF-B1E3-BE9AB76E5696/141649/July2010LabourMarketSpreadsheetforweb.xls>

Co-Production

17. The Commissioners recognise the importance of the delivery of public services in an equal and reciprocal relationship between professionals, people using services, their families and their neighbours as an effective agent for change and the transformation of adult social care development and delivery (i.e. "Co-Production"). Therefore, the successful tenderer will be required to have a co-productive approach to the delivery of the Service which:

(1) recognises people as assets: transforming the perception of people from passive recipients of services and burdens on the system into one where they are equal partners in designing and delivering services;

(2) builds on people's existing capabilities: altering the delivery model of public services from a deficit approach to one that provides opportunities to recognise and grow people's capabilities and actively to support them to put these to use with individuals and communities;

(3) ensures mutuality and reciprocity: offering people a range of incentives to engage, which enable us to work in reciprocal relationships with professionals and with each other, where there are mutual responsibilities and expectations;

(4) provides peer support networks: engaging peer and personal networks alongside professionals as the best way of transferring knowledge and supporting change;

(5) blurs distinctions: blurring the distinction between professionals and recipients, and between producers and consumers of services, by reconfiguring the way services are developed and delivered;

(6) facilitates rather than delivers: enabling public service agencies to become catalysts and facilitators of change rather than central providers of services themselves.

Personalisation

18. The Department of Health's White Paper "Our Health, Our Care, Our Say: a new direction for community services" (Department of Health, January 2006) sets out the Government's commitment to develop models of care which place the individual at the centre of the social care process, and give individuals the opportunity to express choice in the selection and, where appropriate, purchasing of services that meet their individual care needs and that help to support them to live as they wish, in the place of their choosing, and to access the same services as everyone else. This commitment has been further reinforced in the publication entitled "Putting People First: a shared vision and commitment for the transformation of adult social services" (Department of Health, 2007) and by the "Personalisation Agenda" which is described in the Local Authority Circular entitled "Transforming Social Care" (Department of Health, 2008) and promotes the wider use of direct payments and personal budgets ("Personal Budgets"). The Putting People First concordat asserts that the transformation of adult social care programmes "seeks to be the first public service reform programme which is co-produced, co-developed, co-evaluated and recognises that real change will only be achieved through the participation of users and carers at every stage". The Personalisation Agenda encourages a relationship between service users and public services which ensures that service users:

(1) are empowered to have more say and control in all aspects of public life and participate as active and equal citizens;

(2) have maximum control of their own lives, including control of their own health and health care;

(3) are supported to live independently, stay healthy and recover quickly;

(4) have choice and control so that any support they may need fits the way they wish to live their lives.

19. Therefore, when providing the Service, the successful tenderer(s) will be required to:

(1) recognise and respect Service Users as individual citizens, family members and members of the community;

(2) have an energetic and effective partnership approach between and beyond health and social care;

(3) empower each Service User to find the sort of employment support most appropriate for them as an individual.

A Profile of Staffordshire – Needs Assessment

20. To assist the tenderer in preparing its tender submission, the tenderer is requested to note the information contained in paragraphs 20 to 29 (inclusive) of this Preface which relates to the eight (8) district/borough administrative areas in the County of Staffordshire.

21. The population of Staffordshire in 2008 was estimated at 828,900, up by around 21,800 people since 2001 and up by around 37,300 since 1991. Most growth was in East Staffordshire, Lichfield and Stafford. Around a quarter of the increase over the seventeen year period (9,000 people) was due to natural change—i.e. more births than deaths—with the remaining three-quarters (25,200) due to migration from the rest of the UK and overseas. The Staffordshire population is ageing in line with the rest of the country. Compared to 1991, in 2008 there were 13,400 fewer children (under 15 years), 35,400 fewer young adults (20 to 34 years) and 75,500 more older people (50 years +). The population of Staffordshire was projected to increase by 103,800 people over the following 25 years. In the oldest group, the number of people aged 85 and over was projected to almost treble over this period, up by around 30,300 people.

22. Births in Staffordshire are lower than they were sixteen years ago, particularly for mothers in their twenties. Births to teenage mothers in Staffordshire have remained at a similar level and there are now far more births to mothers over 35 years. Since 1991 there has been a steady increase in migration flows into and out of Staffordshire which, up until 2001, largely cancelled each other out. Since 2001 there has been a net gain of around 3,250 people per year due to migration, largely from the West Midlands Metropolitan area. *[See Table 1 on page 7].*

23. The 2001 Census showed that 3.8% of the population of Staffordshire (30,684 people) were in a BME group (i.e. not 'White British'). Another commonly used figure is for the non-white population which was 2.4% of the population of Staffordshire in 2001 (19,124 people). This is a significant increase on the previous Census in 1991 where only 11,369 people or 1.4% of the population came from non-white BME groups. Overall the BME population in Staffordshire is very low. Staffordshire Moorlands has the smallest proportion of non-white population in Staffordshire with only 0.8% (726 persons). In contrast East Staffordshire has the highest percentage of non-white

population with 6.1% (6,323 persons). It is much lower, less than a third, of the regional and national figure (both around 13%). Although the BME population in Staffordshire is very low, BME groups are concentrated in specific areas of the county. Within Staffordshire only 12 of the 174 wards in the county have a BME population above 5%, the largest concentrations can be found in five wards in Burton-upon-Trent. In percentage terms, other concentrations of BME groups can be found in 3 wards in the North East of Stafford, Little Aston and Bourne Vale Wards in Lichfield District, the Perton and Featherstone areas of South Staffordshire and parts of Newcastle-under-Lyme in and around Keele and Madeley, and Seabridge and Westlands.

Table 1: Projected Population Change in Staffordshire 2006-2031 by District

							Change	Percentage Change
	2006	2011	2016	2021	2026	2031	2006-2031	2006-2031
East Staffordshire	107,700	111,600	116,000	120,700	125,000	128,900	21,200	19.7%
Lichfield	96,700	100,500	104,300	108,200	111,600	114,400	17,700	18.3%
Stafford	123,400	127,100	131,000	135,000	138,600	141,500	18,100	14.7%
Cannock Chase	94,300	97,300	100,400	103,400	105,900	108,000	13,700	14.5%
Tamworth	75,400	76,800	78,600	80,500	82,100	83,400	8,000	10.6%
Newcastle-under-Lyme	123,800	126,400	128,900	131,400	134,100	136,400	12,600	10.2%
Staffordshire Moorlands	95,300	96,700	98,300	100,200	101,900	103,100	7,800	8.2%
South Staffordshire	106,200	106,800	107,700	108,800	109,900	110,800	4,600	4.3%
Staffordshire	822,800	843,200	865,200	888,000	909,100	926,600	103,800	12.6%

Source: Office for National Statistics, 2006 based sub-national Population Projections

24. The biggest ethnic group in Staffordshire is the Pakistani population at 0.6% (4,582 persons), of which 84% (3,862 persons) are concentrated in East Staffordshire. Mixed ethnic groups also account for 0.6% (4,952 persons) of the Staffordshire population, with the highest concentrations found in Stafford and East Staffordshire. The Indian cohort accounts for only 0.5% (3,653 persons) of the population of the county, with the highest concentration location in South Staffordshire. Only 0.3% (2,625 persons) of Staffordshire population is from black ethnic groups, with the highest concentrations in Newcastle-under-Lyme and Stafford.

25. Staffordshire has seen some of the greatest increases in unemployment of any strategic authority area in the West Midlands region. Cannock Chase and Tamworth have been the most severely affected of Staffordshire's districts. The impact of the recession has been so significant in Staffordshire as a result of the significant proportions of employment concentrated in the sectors identified as being

most vulnerable in a recession. i.e. manufacturing and construction. The most persistent pockets of worklessness in Staffordshire are concentrated in the 43 localities identified as priority areas in the Staffordshire Local Area Agreement. Although progress is being made in reducing long term workless benefits, the significant rises in Job Seekers Allowance (JSA) claimant count has not helped to reduce the overall extent of the problem. Although the proportions of Staffordshire's working age population with a higher level qualification are improving, progress is required to help meet the predicted demands of a greater share of employment in knowledge intensive sectors. Cannock Chase and Tamworth have the greatest challenge in this respect. The best indicator the Council has of the level of unemployment in Staffordshire is the number of people claiming JSA. Between March 2008 and March 2009 there was a 143.4% increase in the number of JSA claimants. There were 178% more claimants in Cannock Chase in March 2009 than there were in March 2008. Cannock Chase also had the largest claimant rate and number of claimants with 5.5% of the working age population of Cannock Chase, and 3,278 people claiming JSA respectively. Cannock Chase, East Staffordshire and Tamworth had claimant rates above the national average.

26. In the national context there are few areas in Staffordshire which have a high level of multiple deprivation. Only 6 of the 525 Lower Super Output Areas (LSOAs) in Staffordshire are in the top 10% most deprived areas in England in 2007. This represents just over 1% of all areas in Staffordshire and equates to just over 8,000 people. A further 60,000+ people live within the 40 LSOAs which fall in the next most deprived group (10% - 20% most deprived areas).

27. The highest levels of income deprivation were found in one LSOA in the Glascote ward of Tamworth (45% of the adult population were living in income deprived families) followed by one SOA in Cannock North ward in Cannock Chase (38% of the adult population), one LSOA in Anglesey ward in East Staffordshire (37%), one LSOA in Highfields and Western Downs ward of Stafford Borough (34%) and one LSOA in Shobnall ward of East Staffordshire (34%).

28. Overall Staffordshire is not an area of high deprivation when compared to the national picture. However, Staffordshire does contain 'pockets' of deprivation. These 'pockets' can be found in Newcastle-under-Lyme, Tamworth, East Staffordshire and Cannock Chase. The Service should recognise where the 'pockets' of deprivation exist and work to 'narrow the gap' in Staffordshire.

Table 2: Number of Lower Super Output Areas (LSOAs) in the top 20% deprived nationally

District	IMD	Income	Employment	Health & Disability	Education, Skills & Training	Barriers to Housing & Services	Crime	The Living Environment	IDACI	IDAOP1
Newcastle-Under-Lyme	12 (3)	9 (1)	16 (4)	19 (8)	18 (12)	2 (1)	2 (2)	3 (2)	7 (2)	5 (1)
East Staffs	12 (2)	12 (2)	7 (2)	6 (0)	15 (5)	12 (7)	6 (1)	19 (14)	11 (1)	7 (2)
Tamworth	9 (1)	9 (1)	6 (2)	4 (1)	14 (7)	2 (0)	13 (7)	0	5 (1)	11 (5)
Cannock Chase	8(0)	9 (1)	13 (0)	10(0)	17 (8)	3 (1)	3 (0)	0	7 (0)	10 (2)
Staffs Moorlands	3 (0)	3 (0)	7 (1)	6 (1)	7 (3)	10 (5)	5 (0)	4 (1)	3 (0)	2 (0)
Stafford Borough	2 (0)	5 (1)	8 (1)	2 (1)	6 (1)	19 (10)	2 (0)	3 (1)	4 (1)	5 (1)
Lichfield	0	3(0)	2 (0)	2 (0)	5 (1)	9 (3)	2 (0)	0	2 (0)	2 (0)
South Staffs	0	1 (0)	0	0	4 (0)	10 (2)	1 (0)	0	0	1 (1)
Staffs County Council	46 (6)	51 (6)	59 (10)	49 (11)	86 (37)	67 (29)	34 (10)	29 (18)	39 (5)	43 (12)

Source: The English Indices of Deprivation 2007, CLG

Table 3: Top ten most deprived LSOA's in Staffordshire (IMD 2007)

District	Ward	LSOA	National Ranking	Population	Households
Newcastle-under-Lyme	Crossheath	E01029554	1,229	1,428	715
Tamworth	Glascote	E01029845	1,502	1,105	475
East Staffordshire	Eton Park	E01029427	2,028	1,497	630
Newcastle-under-Lyme	Knutton and Silverdale	E01029566	2,424	1,140	489
East Staffordshire	Shobnall	E01029445	2,983	1,498	621

Newcastle-under-Lyme	Chesterton	E01029548	3,085	1,485	650
Cannock Chase	Cannock North	E01029358	3,340	1,459	519
East Staffordshire	Stapenhill	E01029450	3,374	1,540	610
East Staffordshire	Stapenhill	E01029453	3,468	1,485	665
Newcastle-under-Lyme	Butt Lane	E01029543	4,118	1,264	469

Source: *The English Indices of Deprivation 2007, CLG*

National Ranking is out of 32,482 LSOA's where 1 is the most deprived and 32,482 the least deprived.

Population and household figures are taken from the 2001 Census (Office for National Statistics)

29. Deaths from mental health problems account for approximately 4% of deaths. Mental health is a major cause of ill health; one in five workers suffers from stress related problems which are the commonest cause of sickness absence. Almost one in four people attend primary care for mental health related problems. Causes of mental illness include many factors relating to the environment, social circumstances and culture. People living in very deprived settings, particularly the unemployed or socially excluded, are far more likely to suffer from stress related depression and anxiety. Table 4 shows the estimated numbers of people in Staffordshire with mental ill-health problems.

Table 4: Estimated numbers with mental ill health problems and levels of care needed in Staffordshire

	Prevalence (%)	Estimated numbers
1. Mental health in the community	26% - 31%	175,681 - 209,466
2. Attends primary care	23%	155,410
3. GP identifies disorder	10%	67,570
4. GP refers to mental health services	2% - 3%	13,514 - 20,271
5. Psychiatric inpatients	0.50%	3,378

Source: Based on figures from Goldberg, D & Huxley, P, 1992, *Common mental health disorders - a bio social model*, Routledge

Table 5 Number and proportion with mental health illness, 2007/8

District	Number on register	Percentage	95% Confidence Interval	
			Lower limit	Upper limit
Cannock Chase	408	0.47%	0.43%	0.52%
East Staffordshire	650	0.52%	0.48%	0.56%
Lichfield	523	0.52%	0.48%	0.57%
Newcastle-under-Lyme	811	0.66%	0.61%	0.71%
South Staffordshire	347	0.38%	0.34%	0.42%
Stafford	634	0.50%	0.47%	0.55%
Staffordshire Moorlands	587	0.67%	0.62%	0.73%
Tamworth	414	0.50%	0.45%	0.55%
Staffordshire	4,374	0.53%	0.52%	0.55%
England	394,395	0.73%	0.73%	0.73%

Source: Quality and Outcomes Framework (QOF) for April 2007 to March 2008, quality Management and Analysis System (QMAS) database - 2007/08 data as at end of June 2008, Copyright 2008. The information Centre for health and social care, Prescribing Support unit. All rights reserved.

30. In Staffordshire in 2008 it was estimated that:

- (1) 13,100 people aged 18-64 had depression;
- (2) 84,500 people aged 18-64 had a neurotic disorder;
- (3) 22,600 people aged 18-64 had a personality disorder;
- (4) 2,800 people aged 18-64 had a psychotic disorder.

These numbers are expected to be similar in future years [please see Table 6 to Table 10 (inclusive) below].

Table 6: People aged 18-64 predicted to have mental health problems in Staffs.

	2008	2010	2015	2020	2025
Depression					
Men	5,922	5,939	5,895	5,890	5,906
Women	7,176	7,185	7,118	7,112	7,101
People	13,098	13,124	13,013	13,002	13,007
Neurotic disorders					
Men	34,763	34,857	34,601	34,574	34,668
Women	49,722	49,780	49,315	49,276	49,198
People	84,485	84,637	83,916	83,850	83,866
Personality disorders					
Men	13,905	13,943	13,840	13,829	13,867
Women	8,714	8,724	8,643	8,636	8,622
People	22,619	22,667	22,483	22,465	22,489
Psychotic disorders					
Men	1,545	1,549	1,538	1,537	1,541
Women	1,282	1,283	1,271	1,270	1,268
People	2,827	2,832	2,809	2,807	2,809

Note: Figures may not add due to rounding. Source: Projecting Adult Needs and Service Information (PANSI)

Table 7: People aged 18-64 predicted to have depression by local authority

District	2008	2010	2015	2020	2025
Cannock Chase	1,524	1,534	1,550	1,560	1,565
East Staffordshire	1,702	1,719	1,756	1,781	1,799
Lichfield	1,524	1,529	1,524	1,539	1,562
Newcastle-under-Lyme	1,999	2,017	1,994	1,990	2,006
South	1,649	1,637	1,586	1,543	1,505

Staffordshire					
Stafford	1,961	1,969	1,948	1,956	1,959
Staffordshire Moorlands	1,481	1,475	1,437	1,427	1,413
Tamworth	1,232	1,240	1,221	1,207	1,206
Staffordshire	13,098	13,124	13,013	13,002	13,007
England	821,608	833,777	848,040	863,452	877,402

Note: figures may not add due to rounding. Source: Projecting Adult needs and Service Information (PANSI)

Table 8: People aged 18-24 predicted to have neurotic disorders by local authority

District	2008	2010	2015	2020	2025
Cannock Chase	9,835	9,908	10,012	10,072	10,105
East Staffordshire	10,971	11,077	11,316	11,462	11,580
Lichfield	9,831	9,858	9,826	9,924	10,070
Newcastle-under-Lyme	12,903	13,015	12,858	12,833	12,931
South Staffordshire	10,640	10,561	10,226	9,955	9,711
Stafford	12,637	12,683	12,558	12,610	12,624
Staffordshire Moorlands	9,555	9,616	9,266	9,200	9,110
Tamworth	7,954	8,001	7,881	7,796	7,778
Staffordshire	84,485	84,637	83,916	83,850	83,866
England	5,301,132	5,379,243	5,470,125	5,568,593	5,657,680

Note: figures may not add due to rounding. Source: Projecting Adult needs and Service Information (PANSI)

Table 9: People aged 18-64 predicted to have personality disorders by local authority

District	2008	2010	2015	2020	2025
Cannock Chase	2,621	2,638	2,662	2,682	2,690
East Staffordshire	2,945	2,979	3,048	3,098	3,128
Lichfield	2,633	2,644	2,635	2,662	2,703

Newcastle-under-Lyme	3,447	3,479	3,443	3,441	3,467
South Staffordshire	2,848	2,824	2,739	2,661	2,594
Stafford	3,398	3,412	3,375	3,387	3,393
Staffordshire Moorlands	2,557	2,550	2,486	2,468	2,449
Tamworth	2,122	2,137	2,097	2,077	2,082
Staffordshire	22,619	22,667	22,483	22,465	22,489
England	1,416,653	1,438,070	1,463,928	1,491,504	1,516,544

Note: figures may not add due to rounding. Source: Projecting Adult needs and Service Information (PANSI)

Table 10: People aged 18-64 predicted to have psychotic disorders by local authority

District	2008	2010	2015	2020	2025
Cannock Chase	329	330	333	336	337
East Staffordshire	368	372	381	386	390
Lichfield	329	330	330	332	337
Newcastle-under-Lyme	432	435	430	430	434
South Staffordshire	356	354	342	333	324
Stafford	424	426	421	423	423
Staffordshire Moorlands	320	319	310	308	306
Tamworth	266	267	263	260	260
Staffordshire	2,827	2,832	2,809	2,807	2,809
England	1,416,653	1,438,070	1,463,928	1,491,504	1,516,544

Note: figures may not add due to rounding. Source: Projecting Adult needs and Service Information (PANSI)

Current Mental Health Employment Service Provision in Staffordshire

31. Currently, one mental health service is in place supporting people into employment. The service is provided by Making Space and covers the south of Staffordshire, but has the wider focus which includes support in accessing education, training, and leisure. The contact details for Making Space are as follows:

Name: Wayne Exton
 Address: The Cottage, Beacon Park Pavilion, Beacon Park,
 Lichfield, WS13 6QZ
 Tel. No.: 01543 309776 Mobile: 07843 267989
 E-mail: wayne.exton@makingspace.co.uk

32. Table 11 below provides details of this contract and gives an indication of the level of service provision in terms of numbers of service users and outcomes.

33. Table 12 below provides data on the outcomes achieved under the current contract held by Making Space. The tenderer is requested to note that the specification for the current contract is wider than for the Service which is the subject of these Contract Documents. However, Table 11 includes data on these wider outcomes for the information of the tenderer.

Table 11: Current Contract and Activity Data (Number of service users)

Month	In Employment Support	In Education	Volunteering	Leisure
April 2010	13	13	11	15
May 2010	13	11	8	16
June 2010	8	6	7	10
July 2010	7	7	8	11
August 2010	7	7	8	8
Sept 2010	5	21	21	16
Total for 6 month period	53	65	63	76

Table 12: Geographic and Demographic Breakdown of Service Users in Employment Support (per Practice-Based Commissioning Area)

PBC Area	Age 18-35		Age 36 – 55		Age 55+		Ethnicity
	Female	Male	Female	Male	Female	Male	
East Staffs	0	3	2	1	2	0	8 White\British
Stafford & Surrounds	3	4	7	1	1	2	1 Black\British 17 White\British
South East Staffs	2	6	3	1	0	2	14 White\British
Seisdon Peninsula	0	0	3	1	1	0	5 White\British
Cannock Chase	2	3	1	2	0	0	8 White\British

Contract Area

34. The Council intends to award one contract for the whole of its administrative area in the County of Staffordshire (i.e. excluding the administrative area of the Council of the City of Stoke-on-Trent). In submitting its tender submission, the tenderer should also have regard to the demographics of Staffordshire, and take note of the data supplied in the profile of Staffordshire above, and data from any other sources that the tenderer may wish to draw upon. As a part of their analysis, the tenderer should note the Practice-Based Commissioning Areas which are shown on the map contained within Schedule A: Appendix A2 [see page 102].

Funding of the Service

35. The tenderer is requested to note that the Council has a fixed annual budget for the provision of the Service of one hundred and seventy-one thousand and seventy-two pounds (£171,072) which is jointly funded by the Commissioners. Each Commissioner's annual contribution to the funding is set out in paragraph 35 of this Preface. The transfers of the funding to the Council from South Staffordshire Primary Care Trust and NHS North Staffordshire are the subject of separate agreements. Therefore, the levels of funding are subject to the receipt of monies from South Staffordshire PCT and from NHS North Staffordshire.

36. The tenderer is requested to note that the funding breakdown across the Commissioners is as follows:

(1) Staffordshire County Council	£135,162 per annum
(2) South Staffordshire Primary Care Trust	£27,350 per annum
(3) NHS North Staffordshire	£8,560 per annum

Basis for Tendering – The Service Charge

37. The tenderer is required to tender its annual service charge (“the Service Charge”) for the provision of the Service.

38. When calculating its Service Charge the tenderer must take account of all of the overheads which the tenderer will incur when complying with the requirements of the Terms and Conditions of Contract, the Service Specification, its Business Plan [see paragraph T15 of the Form of Tender on pages 32 to 34 (inclusive)] and any applicable statutory requirements.

39. The tenderer's overheads in relation to the Service may include the following for example (without limitation):

- | | |
|---|---------------------------------|
| (1) administration costs; | (2) staff transportation costs; |
| (3) travelling expenses; | (4) staff recruitment expenses; |
| (5) staff development/training costs; | (6) management expenses; |
| (7) advertising/promotion/sign-posting costs; | |

(8) TUPE costs and pension provisions *[see paragraphs 62 and 63 of this Preface]*.

Start-Up Costs

40. The tenderer is also requested to specify the start-up costs which it will incur in order to set up and organise the Service on the formation of the contract and which it would like the Council to pay immediately following the formation of the contract. These costs should be itemised in the table which is set out in paragraph T14 of the Form of Tender *[see pages 31 and 32]*. The tenderer is requested to note that a maximum sum of fifteen thousand pounds (£15,000) is available for start-up costs, which sum is in addition to the annual budget. These costs could include (for example) the cost of initial recruitment, staff training, equipment, and transitional activity, etc.

Supporting Documentation

41. When submitting a tender to the Council, the tenderer must also provide the Council with the following documentation:

(1) the bank account details which are requested in paragraph T11 of the Form of Tender *[see page 30]*;

(2) the business accounts which are requested in paragraph T16 of the Form of Tender *[see page 34]*;

(3) the breakdown of costs which have been taken into account in the formulation of the tenderer's Service Charge, which is specified in paragraph T13 of the Form of Tender *[see page 31]*;

(4) any supporting documentation which is referred to in the Business Plan submitted by the tenderer in response to paragraph T15 of the Form of Tender *[see pages 32 to 34 (inclusive)]*;

(5) the details of (firstly) its public liability insurance, (secondly) its employers liability insurance and (thirdly) its professional indemnity insurance, which are specified in paragraph T17 of the Form of Tender *[see pages 34 and 35]*;

(6) the Health and Safety Statement and related information which is specified in paragraph T18 of the Form of Tender *[see pages 36 and 37]*;

(7) details of any relevant convictions and legal proceedings, as specified in paragraph T19 of the Form of Tender *[see page 37]*;

(8) the referee details which are required in paragraph T20 of the Form of Tender to enable the Council to seek references for the tenderer *[see page 38]*;

(9) the contact details which are specified in paragraphs T21 and T22 of the Form of Tender *[see page 39]*.

The Start Date

42. The proposed contract will take effect on the date of the Council's acceptance of the tenderer's tender in writing ("the Commencement Date"). The successful tenderer must ensure that the Service commences and is fully operational with effect from 1 April 2011 ("the Start Date").

43. Once formed the contract will remain in force up to and including 31 March 2014, unless it is otherwise terminated by either the Council or the successful tenderer whether in accordance with the Conditions of Contract, or otherwise ("the Contract Period"). However the Council will also have the discretion to extend the contract by up to two (2) additional years, should it wish to do so *[see clauses 3.2 and 3.3 of the Conditions of Contract on page 49]*.

The Service

44. The successful tenderer will deliver the Service in accordance with its Business Plan (subject to any amendments which may be agreed between the Council and the successful tenderer) and in accordance with the requirements of the Service Specification *[see pages 87 to 107 (inclusive)]* which is contained within Schedule A (the "Service Specification") of the attached Conditions of Contract.

Review of the Service Charge for Inflation

45. The Service Charge will be reviewed by the Council on an annual basis and adjusted accordingly. This process is governed by clause B3 of Schedule B of the attached Conditions of Contract *[see page 108]*.

Administration of Payments of the Service Charge

46. All payments of the Service Charge which become due to the successful tenderer from the Council under the contract will be paid by the Council by regular quarterly instalments in arrears in accordance with the requirements of clause B4 of Schedule B of the Conditions of Contract *[see page 109]*.

Multiple Tenders

47. Multiple tenders using duplicate copies of these Contract Documents will not be considered by the Council. The tenderer may only submit one completed Form of Tender to the Council.

Tendering and the Contract Documents

48. All tenders for the provision of the Service must be submitted to the Council on the attached Form of Tender (coloured buff) and all tenders must be made in accordance with the attached Conditions of Tender (coloured grey) *[see pages 27 to 40 for the Form of Tender and pages 25 and 26 for the Conditions of Tender]*.

49. The tenderer is supplied with one (1) electronic copy of these Contract Documents. The tenderer should return one (1) complete paper copy of the Contract Documents (including the completed Form of Tender) when submitting a tender to the Council. A further completed copy of the Contract Documents, including a copy of the completed Form of Tender, should be retained by the tenderer for its own records.

Formation of the Contract

50. Once formed, the contract between the Council and the successful tenderer will comprise the attached Conditions of Tender [*see pages 25 and 26*], the completed Form of Tender [*see pages 27 to 40 (inclusive)*], the attached Conditions of Contract [*see pages 41 to 128 (inclusive)*] and the Council's written acceptance of the successful tender.

51. As stated in Condition 8 of the attached Conditions of Tender [*see page 25*] the submission of a tender to the Council will constitute an irrevocable offer by the tenderer to carry out the Service.

Evaluation and Scoring of Tenders – Stages One, Two and Three

52. The process for the evaluation and scoring of tenders will be divided into three (3) stages: Stage One, Stage Two and Stage Three.

Stage One – Selection Criteria

53. Stage One will comprise the evaluation by the Council, as either **SATISFACTORY** or **UNSATISFACTORY**, of the tenderer's response to each of the following paragraphs in the Form of Tender:

- (1) T1 to T9 (inclusive) (Details of the Tenderer) [*see pages 27 to 30 (inclusive)*];
- (2) T10 and T11 (Payments and Financial Provisions) [*see page 30*];
- (3) T(16) [*see page 34*] (Business Accounts) (Note: The Council will undertake financial viability checks to assess the financial soundness of the tenderer for the purposes of the delivery of the Service. The decision on the evaluation of the results of the checks as either SATISFACTORY or UNSATISFACTORY will be made by the Council at its sole discretion.);
- (4) T17 (Insurances) [*see pages 34 and 35*];
- (5) T18 (Health and Safety Statement) [*see pages 36 and 37*];
- (6) T19 (Criminal Offences and Misconduct) [*see page 37*];
- (7) T20 (References) [*see page 38*] (Note: The Council will seek references from referees.);
- (8) T23 (VAT) [*see page 40*].

54. Only those tenderers whose tenders have been evaluated by the Council as **SATISFACTORY** in respect of all the responses listed in paragraph 53 of this Preface will be selected by the Council to progress to Stage Two of the evaluation process. If any one of a tenderer's responses listed above is evaluated by the Council as **UNSATISFACTORY**, then the tenderer will not be selected by the Council to progress to Stage Two of the evaluation process.

Stage Two – Award Criteria

55. All tenders which have successfully progressed to Stage Two of the evaluation process will be evaluated and scored by the Council on the basis of the criteria and weightings which are set out in the table below. The weighted scores for each criterion will be added together to arrive at the total score for each tender. The Council will establish a shortlist comprising the highest scoring tenderers at Stage Two who will then progress to Stage Three of the evaluation process.

Evaluation Criteria	Score (0 – 5)	Maximum Score	Weighting %
<p>1. Value for Money</p> <p>Demonstrate how Value for Money will be achieved in the following areas</p> <ul style="list-style-type: none"> (a) service capacity (b) range of service provision (c) use of peer support (d) use of resources (e) added value 	<p>0 = Has not provided any information about how the resources will be delivered to maximise all areas under the Value for Money criteria</p> <p>1 = has made some reference to all areas under the Value for Money criteria but with no supporting knowledge evidence</p> <p>2 = has made reference to all areas under the Value for Money criteria with some limited supporting knowledge evidence</p> <p>3 = has made reference to all areas under the Value for Money criteria with good supporting knowledge evidence</p> <p>4 = has made reference to all areas under the Value for Money criteria with good supporting knowledge, evidence and practical examples offered</p> <p>5 = makes excellent reference to all areas under the Value for Money criteria with a clear understanding of how the resources will be delivered with practical examples offered</p>		<p>30%</p>
<p>2. Service Delivery Outcomes Framework</p> <p>Demonstrate how the Service will achieve the following outcomes:</p> <ul style="list-style-type: none"> (a) Employment (b) Mental Health and Wellbeing (c) Community Participation (d) Independent Living (e) Personalisation and Choice 	<p>0 = Has not provided any information about how the service outcomes will be delivered</p> <p>1 = has made some reference but with no supporting knowledge evidence</p> <p>2 = has made reference with some limited supporting knowledge evidence</p> <p>3 = has made reference with good supporting knowledge evidence</p> <p>4 = has made reference with good supporting knowledge evidence and practical examples offered</p>		<p>25%</p>

<p>(f) Service User Satisfaction (g) Service User Involvement (h) Diversity, Fair Access and Equality</p>	<p>5 = makes excellent reference with a clear understanding of how service outcomes will be delivered with practical examples offered</p>		
<p>3. Business Plan Demonstrate how the Service will be delivered: (a) critical implementation path (b) transitional arrangements (c) partnership working (d) engage with the local employers/labour market (e) parity of access geographically (f) parity of access demographically (g) referral pathways (i) employment advisers (j) Work Star</p>	<p>0 = Has not provided any understanding of the Contract Area tendered for .1 = has made some reference but with no supporting knowledge evidence .2 = has made some reference with limited supporting knowledge evidence 3 = has made reference with good supporting knowledge evidence 4 = has made reference with good supporting knowledge evidence and practical examples offered 5 = makes excellent reference with a clear understanding of the area applied for and how the proposal will be delivered - practical examples offered</p>		<p>25%</p>
<p>4. Principles of Delivery Demonstrate how the Service will address: (a) co-production (b) recovery (c) employment focus (d) personalisation</p>	<p>0 = Has not provided any information on the principles of service delivery 1 = has made some reference but with no supporting knowledge evidence 2 = has made reference with some limited supporting knowledge evidence 3 = has made reference with good supporting knowledge evidence 4 = has made reference with good supporting knowledge evidence and practical examples offered 5 = makes excellent reference showing a clear understanding with practical examples offered</p>		<p>10%</p>
<p>5. Management Structure & Staffing (a) policies & procedures (b) line management/staffing structure (c) performance management (d) recruitment and selection (e) training</p>	<p>0 = Has not provided any information 1 = has made some reference but with no supporting knowledge evidence 2 = has made reference with some limited supporting knowledge evidence 3 = has made reference with good supporting knowledge evidence 4 = has made reference with good supporting knowledge evidence and practical examples offered 5 = makes excellent reference showing a clear understanding with practical examples offered</p>		<p>10%</p>
<p>TOTAL</p>			<p>100%</p>

Note: The following table is provided to give tenderers additional clarity to the Stage Two evaluation process:

0 = Has not provided any information about how the service outcomes will be delivered	Self explanatory
1 = has made some reference but with no supporting knowledge evidence	<p>“Supporting knowledge evidence” = evidence of the tenderer’s knowledge on the specific field that the criteria relates to, in support of their tender submission.</p> <p>For tenderers to score a 3, the Council would expect to receive detailed information on how the criterion subject fits in with practical delivery, understanding from the tenderer on the impact, risks and benefits of the subject area and identify the difference between previous practices, identify where they need to get to and the journey to be taken in getting there.</p> <p>As above but with practical examples, or case studies, demonstrating how an organisation has turned the theory into practice. The Council would also want to see recognition of the process in applying the criterion subject, its impact and outcomes.</p> <p>As both above but with the added practical examples of where mistakes have been made, actions taken to address these, identification of a specific milestone to achieve and the benefits to this; a specific answer to the ‘So what?’ question – “So what difference has the action made to the customer?” etc.</p>
2 = has made reference with some limited supporting knowledge evidence	
3 = has made reference with good supporting knowledge evidence	
4 = has made reference with good supporting knowledge evidence and practical examples offered	
5 = makes excellent reference with a clear understanding of how service outcomes will be delivered with practical examples offered	

Stage Three - Validation

56. The tenderers who attain the highest scores will be shortlisted and asked to attend a presentation which will be used to validate the information supplied in their tender submission. The contracts are then expected to be awarded by the Council to the tenderer who attains the highest validated score relevant to the contract they have tendered for.

Contact Details

57. When submitting a tender to the Council, the tenderer must also provide the Council with the contact details which are specified in paragraphs T21 and T22 of the Form of Tender [see page 39].

Criminal Records Bureau – Disclosure Requirements

58. The successful tenderer must comply with the requirements with regard to Criminal Records Bureau’s disclosures etc, which are set in Schedule E of the Conditions of Contract [see pages 122 and 123]. In particular, sub-clause E1(2) requires the successful tenderer to obtain an Enhanced Disclosure from the Criminal Records Bureau in respect of each member of staff who will be engaged in either the management of the Service, or the face to face delivery of support to Service Users.

The successful tenderer must also ensure that its staff have been checked to establish that their names are not on the Independent Safeguarding Authority's Barred List.

Consortium or Partnership or other Joint Venture Tender Submissions

59. The tenderer may choose to submit a tender as the lead organisation on behalf of a consortium, a partnership or other joint venture. However, the Council will only award a contract to a single legal entity. If successful, the tenderer acting as lead organisation will be responsible for the quality of the delivery of the Service by all member organisations of the consortium and sub-contractors in accordance with the requirements of these Contract Documents. If the tenderer is submitting a tender as the lead organisation on behalf of a consortium, a partnership or other joint venture, the tenderer is requested to provide the information in respect of the member organisations of the consortium/partnership/joint venture in paragraph T8 of the Form of Tender on page 29.

60. The Council will make all payments for the provision of the Service direct to the successful tenderer. The successful tenderer will be required to pay all member organisations of their consortium/partnership/joint venture and sub-contractors.

Sub-Contracting

61. Clause 45.1 of the attached Conditions of Contract *[see page 67]* prohibits all sub-contracting by the successful tenderer without the prior written approval of the Council.

The Transfer of Undertakings (Protection of Employment) Regulations 2006

62. As stated in paragraph 31 of this Preface, mental health employment services are currently provided by Making Space under contract to the Council. The staff who are employed by the current providers may be subject to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"). Therefore, prior to formulating its tender prices, the tenderer must consider whether or not TUPE will apply to any of the staff who are currently employed by the existing provider to provide mental health employment services. The tenderer is therefore recommended to seek appropriate independent legal advice about this.

63. If the tenderer forms the view that TUPE does apply to the Service then the tenderer should, in particular (but without limitation), take account of the related requirements of clauses F1 to F6 (inclusive) of Schedule F to the Terms and Conditions of Contract *[see pages 124 and 125]*. The tenderer should note that the Council has provided contact details of the current provider of mental health employment services in paragraph 31 of this Preface to assist the tenderer in obtaining information regarding staff who may transfer under TUPE. The Council will not be offering any warranties as to the completeness of any information which is provided by the out-going current provider to the tenderer and will not provide an indemnity against any losses or liabilities resulting from failure to comply with TUPE.

Continuity of Service Provision

64. If the existing provider is unsuccessful in securing a contract pursuant to this tendering exercise, and thereby services are no longer available to service users from the outgoing provider, the Council will require the relevant successful tenderer to take all steps possible to ensure that any such service user is aware of any new service provision to which they may be entitled. It is expected that this will be a fundamental activity from the Commencement Date until the Start Date and will involve working closely with the Council and the outgoing provider.

Clarification Process

65. The Council may wish to clarify or discuss aspects of the tenderer's tender proposal with the tenderer. The Council will send any questions to the tenderer either by e-mail or by fax and the tenderer must respond either by e-mail or by fax (in typewritten form) within any applicable deadline which is set by the Council.

Confidentiality and the Freedom of Information Act 2000

66. All information which is supplied by the tenderer in its tender will be treated as commercially sensitive until the contract is formed. Subsequently, however, any information which has been submitted to the Council by the tenderer may be subject to disclosure in response to requests under the Freedom of Information Act 2000.

67. If the tenderer considers that any of the information which has been included in its tender is commercially sensitive, then the tenderer should identify such information in a separate covering letter and explain (in broad terms) what harm may result from its disclosure and the time limit which is applicable to that sensitivity. However, the tenderer must be aware that, even if it has indicated that information is commercially sensitive, the Council may still be obliged to disclose it, if requested to do so, under the Freedom of Information Act 2000. If a request for disclosure is received by the Council, then the Council will contact the tenderer to discuss the request prior to disclosure.

CONDITIONS OF TENDER (pages 25 and 26)

- 1.** The closing date (and time on that date) for receipt of tenders for the Service is **Monday, 6 December 2010 at 10.00am.**
- 2.** Tenders must only be made on the official Form of Tender which is contained in these Contract Documents. The whole of these Contract Documents (including the completed Form of Tender and the attached Conditions of Contract) should be returned to the Council by the tenderer using the envelope label provided.
- 3.** The Form of Tender must be duly completed in all material parts by the tenderer (i.e. incomplete tenders may be rejected) and must be addressed to the Corporate Director (Social Care and Health) at the Wedgwood Building, Tipping Street, Stafford, ST16 2DH.
- 4.** In the absence of exceptional circumstances, no tender which is received by the Council after the closing date and time which is stipulated in Condition 1 of these Conditions, for the receipt of tenders, will be opened by the Council.
- 5.** No delivery of tenders will be accepted outside the Council's working hours (i.e. 09:00 to 17:00 on Monday to Thursday (inclusive) and 09:00 to 16:30 on Friday). Any delivery of a tender by post or by courier which fails, because the attempted delivery is outside the working hours, will be considered by the Council to be "undelivered" and, if the subsequent delivery falls after the closing date and time which is stipulated in Condition 1, the tender will not be opened by the Council.

Amendments to the Contract Documents

- 6.** The tenderer must not either, make any amendment to the pre-printed parts of these Contract Documents, or makes its tender conditional on any such amendment being accepted by the Council. If the tenderer contravenes this Condition then its tender will be invalid unless the Council agrees otherwise in writing (in its absolute discretion).

Acceptance

- 7.** Each tender which is received by the Council shall constitute an irrevocable offer which shall be open for acceptance by the Council within a period of twelve (12) weeks commencing from the day after the closing date/time which is specified in Condition 1 of these Conditions of Tender.
- 8.** The acceptance of a tender for the Service by the Council within the twelve (12) week period which is referred to in Condition 7 of the Conditions of Contract, shall constitute the automatic formation of a contract between the Council and the successful tenderer for the Service, which said contract shall incorporate the completed Form of Tender and the other Contract Documents which are referred to in paragraph T9 of the Form of Tender.
- 9.** The Council shall accept the successful tender(s) (if any) in writing and the written acceptance shall be addressed by the Council to the relevant tenderer at the address which is stated in paragraph T2 of the Form of Tender.

10. The Council shall carefully consider all tenders received that comply with these Conditions, but does not bind itself to accept any tender.

Requests for Clarification

11. All requests for clarification (and the like) by the tenderer with regard to the application and interpretation of the provisions of these Contract Documents must be directed as soon as possible and in any event by not later than **Friday, 12 November 2010** to the Procurement Manager in the Joint Commissioning Unit, whose name and contact details are set out below. The Council will respond to requests for clarification by no later than **Friday, 19 November 2010**, and responses by the Council will be shared with all tenderers.

Procurement Manager: Andy Marriott

Telephone Number: 01785 278192

E-mail Address: andy.marriott@staffordshire.gov.uk

Postal Address: Andy Marriott
Central Procurement Manager,
Staffordshire Joint Commissioning Unit,
Staffordshire County Council
Wedgwood Building
Tipping Street
Stafford ST16 2DH

FORM OF TENDER (pages 27 to 40 inclusive)

T1. NAME OF TENDERER:

T2. TRADING ADDRESS OF TENDERER, TELEPHONE NUMBER & FACSIMILE NUMBER:

The tenderer must state the address to which ordinary correspondence relating to work in the area covered by the contract should be sent:

T3. OTHER ADDRESSES/PARENT COMPANIES:

The tenderer must state its registered office (if any) if the address differs from the one given in paragraph T2 above, and also the registered office of any parent company:

T4. NAME AND STATUS OF SIGNATORY:

The tenderer must state both the full name of the person whose signature appears in paragraph T24 of the Form of Tender below and the capacity in which they have completed the tender (i.e. 'Managing Director', 'Proprietor' or other applicable title, if any):

T5. CONDITIONS OF TENDER:

The tenderer submits this tender in accordance with the annexed Conditions of Tender (coloured grey).

T6. CERTIFICATE OF BONA FIDE TENDERING

(1) In this Certificate, the word “person” includes any person, body or association, corporate or incorporate and the word “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

(2) The tenderer certifies that this is a bona fide tender and that the tenderer has not:

(a) entered into any agreement with any person with the aim or effect of preventing any tender being submitted to the Council, or as to the fixing or adjusting of the amount of any tender to the Council, or the conditions on which any such tender is made; or

(b) informed any person (other than any person with whom the tenderer intends to form a consortium, partnership, or other joint venture for the submission of this tender) other than the Council, of the amount or the approximate amount of the tenderer’s tender, except to the extent that the disclosure (in confidence) of the amount or approximate amount of the tenderer’s tender was necessary to obtain quotations necessary for the preparation of the tender for insurance, for performance bonds and/or contract guarantee bonds or for other professional advice required for the preparation of the tender; or

(c) caused or induced any person to enter into such an agreement as is mentioned in sub-paragraph T6(2)(a) above, or to inform the tenderer of the amount or the approximate amount of any rival tender for the contract; or

(d) committed any offence under the Prevention of Corruption Acts 1889 to 1916; or

(e) offered or agreed to pay or give 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 any act or omission in relation to any other tender or proposed tender for this contract; or

(f) canvassed any other person in connection with this tendering exercise; or

(g) contacted any officer of the Council about any aspect of the contract, including (but not limited to) for the purposes of discussing the possible transfer to the employment of the tenderer of such officer for the purpose of the contract, or for soliciting information in connection with the contract.

(3) The tenderer also certifies and undertakes that it will not procure the doing of any of the acts which are mentioned in sub-paragraphs T6(2)(a) to T6(2)(g) inclusive above, either, before the latest date and time which is specified in Condition 1 of these Conditions of Tender, or (in the event of the tender being accepted) while the resulting contract continues in force.

T7. THE TENDERER’S LEGAL STATUS:

The Council needs to know the precise legal status of the organisations with which it contracts. The tenderer must therefore indicate its legal status by ticking the relevant box(es) opposite the applicable descriptions which are set out below:

- (1) The tenderer is an individual
- (2) The tenderer is a consortium*
- (4) The tenderer is a partnership*
- (4) The tenderer is a joint venture*
- (5) The tenderer is a limited company
- (6) The tenderer is a registered charity
- (7) The tenderer is a public limited company
- (6) The tenderer is a subsidiary**
- (8) The tenderer is operating as a franchise
- (9) The tenderer is a non-profit making organisation***

* please see paragraph T8 below

** as defined in Section 736 of the Companies Act 1989.

*** i.e. a provident association or a company limited by guarantee.

T8. CONSORTIUM, PARTNERSHIP, OR OTHER JOINT VENTURE

If the tenderer is a consortium, partnership, or other joint venture, the tenderer must provide full details of the composition of the partnership, consortium or other joint venture (as applicable) on a separate sheet marked "Annex T8", together with any relevant documents.

T9. OTHER CONTRACT DOCUMENTS:

The tenderer also certifies that the attached Conditions of Contract (coloured pink) have been carefully examined by the tenderer and that this tender is submitted by reference to and in accordance with the Conditions of Contract.

Signed Date/...../2010
Name (Print Name)
Designation
On behalf of (Name of tenderer)

T10. FINANCIAL INTERESTS:

Is any person who has a financial interest in your business employed by Staffordshire County Council, or a Staffordshire Primary Care Trust, or a Staffordshire Health Service Trust, or West Midlands Strategic Health Authority, or is any such person a general medical practitioner?

Please tick the relevant box: **YES** **NO**

If your answer is "yes", please give full details on a separate sheet.

T11. PAYMENTS AND FINANCIAL REFERENCES:

The Council needs to ensure that safe and efficient payments are made to successful tenderers. Therefore the tenderer must supply the following details so that efficient payments can be made and so that the Council can make appropriate enquiries through the normal bankers' reference procedure.

Bank Name
Address
Sort Code Account No

Account Name

[Note 1: In the interests of the Council's fiduciary responsibilities, payments to individuals are avoided by the Council. Therefore when completing paragraph T11, the Council requires the tenderer to specify a business account.]

[Note 2: The Council will make enquiries about the financial soundness of the tenderer. The Council may therefore wish to use the tenderer's bank details to seek an appropriate reference from the tenderer's bank/building society and it is therefore a condition of this tender that the tenderer is required to co-operate with and facilitate any such request.]

T12. THE SERVICE CHARGE:

The tenderer is required to complete the table below by tendering its annual Service Charge for the provision of the Service.

SERVICE CHARGE (PER ANNUM) (EXCLUSIVE OF VAT)
£.....

T13. BREAKDOWN OF COSTS:

When submitting this tender, the tenderer must also submit a detailed breakdown of the various costs and expenses which the tenderer has taken into account, in order to formulate the Service Charge which it has tendered in response to paragraph T12 of this Form of Tender. In particular the breakdown must show the allowances which have been made by the tenderer to cover its staffing on-costs, including (without limitation) costs to provide staff cover due to staff absences for training, annual leave and sickness.

T14. START-UP COSTS:

The tenderer may, as part of its tender, claim payment from the Council of the start-up costs that it will incur in relation to the setting-up of the Service – i.e. for initial recruitment, staff training and equipment, transitional activity, etc. If a claim is to be made, then the tenderer must set out full details of its claim by completing the table below (and where necessary on separate sheets marked “Annex T14”) in order to itemise and total its claim.

START UP COSTS	
COLUMN 1	COLUMN 2
Description of Item of Claim	Cost (inclusive of any VAT)
1.	£.....
2.	£.....
3.	£.....

4.	£.....
5.	£.....
6.	£.....
7.	£.....
8.	£.....
9.	£.....
10.	£.....
11.	£.....
12.	£.....
TOTAL CLAIM (inclusive of VAT)	£.....

T15. SUPPORTING BUSINESS PLAN:

The tenderer must also provide the Council with a comprehensive supporting business plan in relation to its business and its tender for the provision of the Service. The form and content of the business plan is at the discretion of the tenderer. However, the tenderer's submission must incorporate the following information:

Value for Money

(1) how the tenderer will achieve value for money in the following areas:

- (i) service capacity;
- (ii) range of service provision;
- (iii) use of peer support;
- (iv) use of resources;
- (v) added value.

Service Delivery Outcomes Framework

(2) how the tenderer intends to deliver the Service, the outputs which the tenderer intends to achieve from the delivery of the Service and how these activities and outputs will result in the intended general outcomes and individual outcomes which are specified in the Staffordshire Mental Health Employment Outcomes Framework ("the Outcomes Framework") contained within Schedule D: Appendix D1 to these Contract Documents;

(3) the minimum number of service users to whom the tenderer will provide the Service, the minimum number of hours of contact with service users, and the minimum number of service users who will be supported by the tenderer in relation to each key outcome indicator specified in the Outcomes Framework (and an explanation of how these numbers have been calculated):

(a) at any one time during the contract period;

(b) during each year of the contract period.

(4) how the tenderer will meet the minimum threshold percentage for each key individual outcome indicator specified in the Outcomes Framework;

(5) how the tenderer will measure the achievement of the general outcomes and individual outcomes;

Business Plan

(6) the tenderer's proposed opening times and days of the Service and the location of any premises and other venues to be used for the purpose of the delivery of the Service;

(7) the tenderer's timetable for setting up the Service including a critical implementation path;

(8) the tenderer's transitional arrangements;

(9) how the tenderer will develop and maintain links with a wide range of agencies and service providers;

(10) how the tenderer will engage with local employers/labour market;

(11) how the tenderer will ensure parity of access to the Service geographically;

(12) how the tenderer will ensure parity of access to the Service demographically;

(13) the tenderer's proposed referral pathways and referral response times;

(14) how the tenderer will deploy employment advisers across the Contract Area, having regard to the Practice-Based Commissioning Areas which are marked on the map contained within Schedule A: Appendix A2, including hours of provision and size of the advisers' caseloads;

(15) how the tenderer will develop the use of the Work Star which is contained within Schedule A: Appendix A1;

Principles of Delivery

(16) how the tenderer will co-produce and involve service users in the development of the Service and ensure that the Service is delivered in partnership with Service Users;

(17) how the tenderer will develop and deliver a Service that promotes:

(a) Service Users' recovery and employment focus;

(b) Service Users' social inclusion.

(18) the tenderer’s approach to the promotion of personalisation and how the tenderer will empower Service Users to find the sort of support most appropriate for them as individuals;

Management Structure and Staffing

(19) the tenderer’s management/staffing structure for the operation of the Service;

(20) information in relation to the following areas to show how the tenderer’s infrastructure will support the provision of the Service:

- (a) policies and procedures; (b) performance management;
- (c) recruitment and selection of members of staff and volunteers;
- (d) training.

(21) the tenderer’s awareness and consideration of any TUPE issues

(22) if the tenderer’s tender represents a bid on behalf of a consortium, partnership or other joint venture, a description of the role of each partner in the delivery of the Service.

T16. BUSINESS ACCOUNTS

The tenderer must provide the Council with a:

- (1) a copy of the tenderer’s most recent accounts (i.e. both management and audited accounts) provided that if the tenderer’s business extends outside the Council’s administrative area, then separate accounts in relation to its business in the Council’s administrative area should also be submitted;
- (2) details of the tenderer’s working capital (i.e. the capital resources and additional bank lending facilities that will be available to the tenderer for the expansion of its business under the new contract.

T17. INSURANCES:

The tenderer must provide the Council with full details of (firstly) its public liability insurance, (secondly) its employer’s liability insurance, and (thirdly) its professional indemnity insurance as follows:

(1) Public Liability Insurance

- (a) Name of Insurer:
- (b) Address of Insurer:
.....
- (c) Policy Number:

(d) Limit of Cover:

(e) Expiry Date:

The tenderer must also include a copy of its current insurance certificate with its tender submission. Please tick the relevant box below to confirm whether or not the relevant copy document is attached:

Please tick the relevant box: **YES** **NO**

(2) Employers Liability Insurance

(a) Name of Insurer:

(b) Address of Insurer:

.....

(c) Policy Number:

(d) Limit of Cover:

(e) Expiry Date:

The tenderer must also include a copy of its current insurance certificate with its tender submission. Please tick the relevant box below to confirm whether or not the relevant copy document is attached:

Please tick the relevant box: **YES** **NO**

(3) Professional Liability Insurance

(a) Name of Insurer:

(b) Address of Insurer:

.....

(c) Policy Number:

(d) Limit of Cover:

(e) Expiry Date:

The tenderer must also include a copy of its current insurance certificate with its tender submission. Please tick the relevant box below to confirm whether or not the relevant copy document is attached:

Please tick the relevant box: **YES** **NO**

T18. HEALTH AND SAFETY STATEMENT:

[Note: When responding to paragraph T18, the tenderer should take care not to disclose any personal information which relates to individual members of its staff, as this may constitute a breach of the Data Protection Act 1998.]

(1) The tenderer must complete the table which is set out below in order to provide the Council with a statistical breakdown for each of the last five complete years of the following information:

(a) the total number of staff employed by the tenderer;

(b) the number of staff employed by the tenderer who have been absent from work due to work related accidents and illness;

(c) the number of work related deaths, major injuries, dangerous occurrences and occurrences of reportable diseases (connected with the tenderer’s business) which the tenderer has reported to either the Health and Safety Executive, or any Environment Health Department (or the equivalent) in accordance with the requirements of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1992.

<p>YEAR</p> <p><i>[Dates of year to be inserted below by the tenderer]</i></p>	<p>TOTAL NUMBER OF STAFF EMPLOYED BY THE TENDERER</p>	<p>NUMBER OF ABSENCES DUE TO WORK RELATED ACCIDENTS AND ILLNESSES</p>	<p>NUMBER OF WORK RELATED DEATHS, MAJOR INJURIES, DANGEROUS OCCURRENCES & OCCURRENCES OF REPORTABLE DISEASES</p>
<p>Year 1 [.....]</p>			
<p>Year 2 [.....]</p>			
<p>Year 3 [.....]</p>			
<p>Year 4 [.....]</p>			
<p>Year 5 [.....]</p>			

(2) The tenderer must also provide the Council with a detailed statement in order to describe the arrangements and resources which the tenderer will operate and provide in order to safeguard the health and safety of staff who will be deployed by it to operate the Scheme (including any person with whom they come into contact, when undertaking the performance of the contract). The content and format of the statement is at the tenderer's discretion, however the statement must incorporate the following information:

(a) a copy of the tenderer's current health and safety policy document (including, without limitation, details of the tenderer's relevant risk assessment procedures);

(b) a summary of any enforcement action which has been taken against the tenderer by the Health and Safety Executive during the last five (5) years;

(c) a summary of the health and safety training which has been provided or arranged by the tenderer for its staff during the last five (5) years;

(d) the number and type of staff who are/will be employed by the tenderer and who will be responsible for promoting and maintaining health and safety in relation to the performance of the proposed contract, including (without limitation) details of their relevant qualifications and experience.

T19. CRIMINAL OFFENCES AND MISCONDUCT ETC:

(1) Please tick the relevant box below to confirm whether or not the tenderer has been convicted of any criminal offences, or any acts of grave misconduct in relation to the tenderer's business or profession in the last three (3) years:

Please tick the relevant box: **YES** **NO**

(2) Please tick the relevant box below to confirm whether or not the tenderer has been found by a Court or Tribunal to have breached the requirements of any employment protection enactments (including legislation on sex, race, disability and health and safety matters) in the last three (3) years:

Please tick the relevant box: **YES** **NO**

(3) If either of the 'Yes' boxes above are ticked by the tenderer in sub-paragraphs T19(1) and (2), then the tenderer must also provide details on a separate sheet of (firstly) the case in question and (secondly) any remedial actions taken by the tenderer as a consequence of the outcome of the case in question.

T20. REFERENCES:

The Council will take up technical references for the tenderer in relation to work which is similar to the Service and which is currently being provided by, or has been undertaken previously, by the tenderer under contract in the last three (3) years. Therefore the tenderer must supply the Council with contact details of two (2) independent referees who are prepared to vouch for the tenderer's performance of such contracts, by completing the following under the headings 'Referee 1' and 'Referee 2' below:

Referee 1:

Name and Address of Referee:

.....
.....

Telephone Number:

E-mail Address:

Date of Contract:

Referee 1 - Brief Description of Contract Work:

.....
.....
.....

Referee 2:

Name and Address of Referee:

.....
.....

Telephone Number:

E-mail Address:

Date of Contract:

Referee 2 - Brief Description of Contract Work:

.....
.....
.....
.....

T21. POINT OF CONTACT FOR DAY TO DAY QUERIES:

Please state the name, designation and other contact details specified below, of the relevant person with whom the Council may make contact for the purposes of day to day liaison between the Council and the tenderer in relation to the operation of the contract:

Mr/Mrs/Ms:

Designation:

Address:
.....

Post Code:

Telephone Number:

Facsimile Number:

E-mail Address:

T22. POINT OF CONTACT IN RELATION TO THIS TENDER:

Please state the name, designation and other contact details specified below of the relevant person with whom the Council may make contact, in the event of the Council needing to discuss any aspect of the tender with the tenderer:

Mr/Mrs/Ms:

Designation:

Address:
.....

Post Code:

Telephone Number:

Facsimile Number:

E-mail Address:

T23. VAT:

The tenderer must answer the following questions:

(1) is the tenderer registered for VAT purposes?: **YES/NO*** (*delete as applicable*);

(2) if the tenderer is registered for VAT, please enclose a copy of the tenderer's VAT registration certificate;

(3) please state the tenderer's VAT registration number below (if any):

No.

T24. SIGNATURE:

SIGNED below by either, the tenderer, or on behalf of the tenderer by a duly authorised signatory:

Signature:

Telephone Number:

E-mail Address:

Date: 2010

CONDITIONS OF CONTRACT

PART 1 – GENERAL PROVISIONS

1. DEFINITIONS

1.1 In this Contract, the words and expressions which are stated in the left hand column of the following Interpretation Table shall (in the absence of any contrary provision) be construed in accordance with the definitions which are set out opposite the same in the right hand column of the Interpretation Table:

INTERPRETATION TABLE	
Word/Phrase	Definition
Abuse	the violation of an individual's human or civil rights by another person or persons to a degree which results in a referral about the alleged Abuse under the Inter-Agency Adult Protection Procedure
Acid Test Ratio	a stringent accountancy test that indicates whether a company has enough short-term assets to cover its immediate liabilities
Action Plan	any 'action plan' which is created by the Council pursuant to the carrying out of a Quality Monitoring Visit
Approval/Approved	the written consent of the Authorised Officer
Authorised Officer	the person for the time being appointed by the Council and specified in clause C1 of Schedule C as being authorised to administer the Contract on behalf of the Council (or such other officer of the Council as shall be nominated by either the Authorised Officer or the Council to act on their behalf from time to time during the Contract Period)
Best Value	the Council's duty to secure continuous improvement, as defined in Section 3 of 1999 Act
Business Continuity Plan	the business plan which is required by clause 67.1 and which sets out the Provider's proposed methodology to ensure continuance of the provision of the Service in the event of any emergency
Business Plan	the information submitted to the Council by the Provider in response to paragraph T15 of the Tender
Carer	any relative, friend or neighbour who, without payment, provides help and support to a Service User
Care Co-Ordinator	the named person who is responsible for the organisation and supervision of a specific care plan and who acts as a central point of contact for the individual Service User in question and anyone else involved in their support and treatment

Care Programme Approach (CPA)	the process of assessing, planning and reviewing care and support for people with complex needs who require the support of a number of mental health and other professionals
Change of Control	a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988
Code of Practice	the guidance and information which is issued by the Department for Constitutional Affairs about how the MCA 2005 works in practice and supports the legal framework provided by the MCA 2005
Commencement Date	the date of formation of this Contract by the written acceptance of the Tender by the Council to the Provider
Commissioners	the Council, South Staffordshire Primary Care Trust and NHS North Staffordshire
Community Mental Health Team	a locality based multi-disciplinary team responsible for the assessment of need and the co-ordination of provision of mental health services which span health and social care
Conditions	these Conditions of Contract which comprise sections 1 to 71 inclusive and Schedules A to F inclusive (and any Variation of any of them at any time during the Contract Period)
Conditions of Tender	the Conditions of Tender which form part of the Contract and which are set out on pages 25 and 26 of these Contract Documents
Confidential Information	any information which has been designated as such by any provision of this Contract or either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including (without limitation) information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the DPA 1998
Contract	the binding contract between the Parties for the provision of the Service comprising the Contract Documents and (if completed) the Contract Signature Page
Contract Area	the Council's administrative area in the County of Staffordshire
Contract Documents	these Conditions, the Conditions of Tender, the Tender and the Council's acceptance of the Tender
Contracting Authority	as defined in the Public Contracts Regulations 2006
Contract Manager	the person for the time being appointed by the Provider and specified in clause C2 in Schedule C as being authorised to administer the Contract on behalf of the Provider (or such other person as is nominated by the Contract Manager or the Provider to act on their behalf from time to time during the Contract Period)

Contract Period	the period of time during which this Contract is to take effect as defined in clause 3.1
Contract Review	a review of the Provider's performance of the Contract which is initiated under section 24
Co-Production	a process which involves people in the design and delivery of the services they enjoy
Council	Staffordshire County Council (subject to clause 2.8)
CRB	the Criminal Records Bureau
Default	any failure, either on the Council's part or on the Provider's part, to carry out and comply with their respective obligations under this Contract
Default Notice	the service by the Council of a Notice on the Provider pursuant to clause 56.2 due to a Default by the Provider, or the service by the Provider of a Notice on the Council pursuant to clause 61.1 due to a Default by the Council (as applicable)
Dispute Resolution Procedures	the disputes procedure which is set out in section 69
DPA 1998	the Data Protection Act 1998
EI Regulations	the Environmental Regulations 2004
Eligible Adult	as defined in clause A5.1
Financial Distress Notice	a Notice which is served on the Provider by the Council in accordance with section 55
FOIA	the Freedom of Information Act 2000
Force Majeure	an irresistible force or compulsion, or an overwhelming power including a prohibitive act of parliament or, prohibitive governmental regulations; acts of God; war and other hostilities/national emergency (whether war be declared or not), invasion, act of foreign enemies or terrorism; national strikes; weather conditions which are of an exceptional nature; pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; rebellion, revolution, civil commotion, riots or disorder; ionising radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel, radio-active, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; explosives on site and the removal thereof; any other circumstances of a like nature, which are beyond the reasonable control of either of the Parties, provided that for the avoidance of doubt Force Majeure shall not include any strike or labour dispute involving any Staff or any failure to provide the Service by any of the Provider's sub-contractors

Form of Tender	the Form of Tender which is set out on pages 33 to 48 (inclusive) of these Contract Documents
General Change in Law	a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Provider) or which would affect or relate to a comparable supply of services of the same or a similar nature to the supply of the Service
General Outcomes	the intended general outcomes of the provision of the Service which are set out in the Outcomes Framework
Individual Placement and Support	a supported employment model which has competitive employment as its goal, paying attention to client choice through continuous assessment and time unlimited support, and the major components of which are rapid job search, integration of employment and mental health support
Integrated Work Setting(s)	a setting typically found in the community which employs individuals with disabilities and non-disabled individuals at all levels where individuals with disabilities are not congregated into any one position; individuals with disabilities interact with non-disabled co-workers and other non-disabled individuals to the same extent that non-disabled individuals in comparable or similar positions interact with other persons
Intellectual Property Rights	all patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off
ISA	the Independent Safeguarding Authority, which is a Non Department Public Body sponsored by the Home Office which was created as part of the Government's Vetting and Barring Scheme to help prevent unsuitable people from working with children and Vulnerable Adults
Joint Commissioning Unit	a partnership between Staffordshire County Council, South Staffordshire Primary Care Trust and NHS North Staffordshire for the commissioning of health and social care services in Staffordshire
Key Individual Outcomes	the key outcomes for individual service users which are set out in the Outcomes Framework
Law	any applicable Act of Parliament, statutory legislation, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, by-law, regulatory policy, guidance or industry code, judgment of an authority with appropriate jurisdiction, or directives or requirements of any Regulatory Body with which the Provider is bound to comply (and any reference to "Legislation" shall be construed accordingly)

Mainstream Services	those services which are open to and used by any member of the public (i.e. which are not specifically for the benefit of people with mental health needs)
Map	the map which is contained in Schedule A: Appendix A2 of the Service Specification
MCA 2005	the Mental Capacity Act 2005
Mental Health Clinical Team	a range of multi disciplinary teams including but not limited to Community Mental Health Teams, Early Intervention, Mental Health Primary Care Teams, Crisis Resolution and Home Treatment
Mental Health Employment Adviser	any member of Staff who is deployed to provide employment support by the Provider
Operational Manager	the person who is appointed by the Provider pursuant to clause A4.2
Outcomes Framework	the Staffordshire Mental Health Employment Outcomes Framework which is contained within Schedule D: Appendix D1
Party/Parties	each party to this Contract – i.e. the Council and the Provider
Personal Budget	the transparent allocation by the Council of resources to an individual, in cash or in kind, to be spent in ways which suit them, which results from a streamlined assessment across agencies responsible for a number of support funding streams
Peer Support	support which occurs when people share knowledge, experience, emotional, social or practical help on what is useful and which can take a number of forms such as mentors, listening and group activity
Personalisation	an approach which provides real choice for people who need care or support to live the lives that they choose as part of their local community
Provider	the company, person, or other legal entity which is stated in paragraph T1 of the Tender (subject to clause 2.8)
Qualifying Change in Law	either a General Change in Law or a Specific Change in Law which was not foreseeable at the date of the formation of this Contract
Quality Monitoring Visit	any visit or inspection which is undertaken by the Council pursuant to clause D9
Quarter, Quarterly	each consecutive three (3) months of each Year
Quarter Days	31 March, 30 June, 30 September and 31 December in each calendar year
Records	the Contract and all documents, data or other information relating to, produced, or received, by either of the Parties as part of or in connection with the Service and stored on whatever medium

Referral	the nomination of Eligible Adults to the Provider to enable them to access the Service
Referral Policy	the procedure for the Referral of Eligible Adults to the Provider, which is to developed and introduced pursuant to clause A5.2
Regulatory Bodies	those government departments and regulatory, statutory and other legal entities, committees and bodies which, whether under any statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Provider (including, without limitation, the Commission) and “Regulatory Body” shall be construed accordingly
Replacement Provider	any third party which is appointed by the Council from time to time during the Contract Period in order to provide any services which are substantially similar to the Service, or received in substitution for the Service, following the suspension, expiry, termination or partial termination (as applicable) of this Contract whether those services are provided by the Council internally and/or by any third party
Safeguarding	the identification and investigation and protection of Vulnerable Adults from Abuse by others in line with agreed inter-agency procedures and protocols
Satisfaction Survey	each Survey of the Service Users which the Provider is required to undertake in accordance with clause D17
Schedule	one of the Schedules
Schedules	Schedules A to F inclusive of these Conditions
Service Charge	the annual service charge tendered by the Provider in clause T12 of the Tender (subject to adjustment for inflation pursuant to clause B3)
Service	the mental health employment service which is to be provided by the Provider as specified in the Service Specification and in accordance with the Business Plan
Service Specification	the description of the Service which is set out in Schedule A
Service User	a person to whom the Provider shall provide the Service under this Contract
Significant Decision	a decision that needs to be made by the Council or other relevant authority concerning serious medical treatment and change of accommodation in circumstances where there are no friends or family of the Service User in question (or any other lawful representative) who it would be appropriate for the Council to consult on the decision
Social Care & Health	the Council’s Directorate of Social Care & Health (or any successor Directorate or Department which undertakes the Council’s functions as a Social Services Authority)

Specific Change in Law	a change in Law which comes into effect after the Commencement Date that relates specifically to the business of the Provider, and which would not affect a comparable supply of services of the same or a similar nature to the supply of the Service
SSASP	Staffordshire and Stoke Adult Safeguarding Partnership
Staff	the Provider's paid employees (including the Mental Health Employment Advisers) and the Volunteers (if any) recruited by the Provider, who are deployed by it to perform the Contract, including the Provider's agents and any sub-contractors
Start Date	1 April 2011 (i.e. the date for the commencement of the Service)
Steering Group	as defined in clause D4
Suspension Notice	any notice which is served by the Council pursuant to clause 50.1
Tender	the written tender bid (on the Form of Tender) which was submitted to the Council by the Provider and which was then accepted by the Council in writing in order to form the Contract
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended)
Usual Quarter Days	31 March, 30 June, 30 September and 31 December in each calendar year
VAT	Value Added Tax charged in accordance with the Value Added Tax Act 1984 or any similar tax replacing it or performing a similar fiscal function
Variation	any change (or a proposed change) to this Contract, or to the Service, which is made by Notice to the Provider from the Council in accordance with either, clause 7.1, or section 48
Variation Notice	any Notice which is served by the Council on the Provider pursuant to clause 48.1 in order to effect a Variation
Volunteer	any unpaid member of staff who is not an employee of the Provider
Vulnerable Adult	any person who is aged eighteen (18) years or over who is in receipt of, or may be in need of, community care services by reason of mental or other disability, age or illness and who is or may be unable to take care of him or herself, or unable to protect him or herself against significant harm or exploitation or Abuse
Week	each period during the Contract Period of seven consecutive days (or any truncated part of any such seven day period)
Whistleblowing	the raising of concerns by any person (including any member of Staff) about misconduct within an organisation or within any independent structure associated with it

Work Star	the outcomes measurement tool for supporting and measuring change when working with adults of working age who are accessing mental health employment services, which is contained within Schedule A: Appendix A1
Working Day	any day between Monday to Friday (inclusive), but not including any days which are bank holidays or public holidays
Year	each consecutive twelve (12) months of the Contract Period (or any truncated part thereof) calculated from and including the Start Date, so that the first year shall cover the period from and including 1 April 2011 up to and including 31 March 2012
1999 Act	the Local Government Act 1999

2. INTERPRETATION

2.1 Except as otherwise expressly provided, the documents comprising this Contract are to be mutually explanatory of one another.

2.2 Any references to any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force, and to include any EU Directives, by-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under the same.

2.3 An obligation in this Contract by either of the Parties not to do something shall be construed as including an obligation to use reasonable endeavours not to permit it to be done by a third party (whether with express or implied authority, or otherwise).

2.4 Time shall not be of the essence, unless otherwise stated.

2.5 Any requirement in this Contract for the Council to give its consent or agreement means the consent or agreement must be given in writing (subject to any contrary provision) by an officer of the Council who has the necessary delegated authority.

2.6 The headings in this Contract are for ease of reference only and the words in italics are for explanatory purposes only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

2.7 The expression 'person' used in this Contract shall include (without limitation) any individual partnership, local authority or incorporated or unincorporated body.

2.8 References in this Contract to the "Council" and the "Provider" shall include their respective successors in title and any reference to any government department or other relevant authority is deemed to include its or their successors.

2.9 Words denoting one gender include the other genders.

2.10 Words in the singular shall include the plural and vice versa.

2.11 Words denoting individuals shall be treated as including a body of persons corporate or unincorporated.

2.12 References to clauses, sections, Parts, Schedules and Appendices are references to the clauses, sections, Parts, Schedules and Appendices of this Contract (subject to any contrary indication).

2.13 The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words, or be construed as being limited to the same class as the preceding words where a wider construction is possible.

3. THE CONTRACT PERIOD

3.1 The Contract shall take effect on the Commencement Date and shall, subject to clauses 3.2 to 3.4 (inclusive) expire automatically on 31 March 2014, unless it is otherwise either terminated by either of the Parties whether in accordance with the succeeding provisions of this Contract, or otherwise.

Unilateral Extension of the Contract Period by the Council

3.2 Subject to clause 3.4, the Council shall have the right to extend the initial Contract Period by one year up to and including 31 March 2015 by serving Notice on the Provider during the penultimate Quarter of the initial Contract Period stating clearly the duration by which the Contract is being extended by the Council (time being of the essence).

3.3 Subject to clause 3.2 having taken effect and subject also to clause 3.4, the Council shall have the right to further extend the Contract Period by a second year up to and including 31 March 2016 by serving Notice on the Provider during the penultimate Quarter of the extended Contract Period under clause 3.2 stating clearly the duration by which the Contract is being extended by the Council (time being of the essence).

3.4 If the Provider serves Notice on the Council within ten (10) Working Days of its receipt of any Notice which is served on the Provider by the Council under either clause 3.2 or clause 3.3, stating that it does not wish the Contract to be extended then the Council’s right under clause 3.2 or clause 3.3 (as applicable) shall be extinguished. If no notice is served under this clause 3.4 then the Provider shall be deemed to have accepted the Council’s Notice under either (as applicable) clause 3.2 or clause 3.3 (time being of the essence).

3.5 During any extension of the Contract Period, the respective obligations of the Parties under this Contract shall continue in full force and effect (subject only to any Variation) until the expiry of the extended Contract Period.

4. THE COUNCIL’S OBLIGATIONS

4.1 In the absence of any express statement to the contrary, the Council’s obligations under this Contract are obligations of the Council in its capacity as a contracting counter party only.

4.2 Nothing contained in this Contract shall restrict or fetter the exercise by the Council in its capacity as a Local Authority and as a Social Service Authority, of its various rights, discretions, duties, powers and obligations under any statute, statutory instrument, order, regulation, byelaw or other Law.

5. THE PROVIDER'S OBLIGATIONS

5.1 The Provider shall ensure that the Service commences and is fully operational with effect from the Start Date (time being of the essence).

5.2 The Provider must provide the Service in accordance with the terms and conditions of the Contract and in particular (without limitation) the Service Specification and the Business Plan.

5.3 The Provider agrees that the Council has the power to inspect and examine the performance of the Service at the Provider's premises or at any other premises where any part of the Service is being performed and which are controlled by or on behalf of the Provider.

5.4 The Provider must at all times deliver the Service in accordance with all applicable legal requirements which apply under any Law.

5.5 Neither the Provider nor its Staff shall in any circumstances hold itself or themselves out as being the agent or employee of the Council, or purport to enter into any contract on behalf of the Council, or bind the Council to any undertaking unless otherwise agreed in writing by the Council (at its absolute discretion).

6. THE ENTIRETY OF THE CONTRACT

6.1 This Contract represents the entire understanding between the Parties and in the absence of any express contrary statement in this Contract, this Contract supersedes all representations, understandings and agreements, whether oral or written, which have been made by either of the Parties to the other (whether directly or indirectly).

6.2 This Contract may be executed by the Parties in counterparts, each of which when executed and delivered shall constitute an original of this Contract, but all counterparts together shall constitute one and the same instrument.

7. AMBIGUITIES AND CONFLICTS

7.1 If either of the Parties become aware of any ambiguities or discrepancies in this Contract, then they shall immediately serve Notice of these on the Authorised Officer, who shall then issue each of the Parties with an appropriate clarification or an appropriate Variation.

7.2 If there is any conflict at any time between sections 1 to 71 of this Contract (inclusive) and either the Service Specification, or any of the Schedules, or the Conditions of Tender, or the Tender, or any other document which is referred to in or attached to this Contract, then the conflict shall be resolved in accordance with the following order of precedence:

- (1) the Conditions of Tender (if any);

- (2) sections 1 to 71 of this Contract (inclusive);
- (3) Schedules B to F inclusive of this Contract (inclusive);
- (4) any document which is varied pursuant to section 48;
- (5) the Service Specification;
- (6) the Invitation to Tender (if any);
- (7) the Tender (if any);
- (8) any other document which is referred to in or annexed to this Contract (including the Council's acceptance of the Tender).

8. CONFLICTS OF INTEREST

8.1 The Provider shall take appropriate steps to ensure that neither the Provider nor any agent, supplier, sub-contractor or member of Staff is placed in a position where there is (or may be) an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider or any such person and the duties owed to the Council under the provision of the Contract. The Provider shall promptly disclose to the Council by Notice full particulars of any such conflict of interest, or potential conflict of interest, which arises.

8.2 The provision of this section 8 shall apply throughout the Contract Period and thereafter for a period of twenty-four (24) months after its expiry or termination.

9. THE TENDER

9.1 The Provider shall be deemed to have satisfied itself about all aspects of this Contract before submitting the Tender and to have obtained its own independent legal advice with regard to the same.

9.2 The Provider shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably have influenced the Tender.

10. SCOPE OF THE CONTRACT

10.1 Nothing in this Contract shall be construed as creating a partnership, or a contract of employment, between the Council and the Provider.

10.2 Unless otherwise expressly provided for in this Contract, each of the Parties shall pay the costs and expenses which are incurred by them respectively in connection with the formation and operation of this Contract.

11. NOTICES

11.1 Except as otherwise expressly provided for within this Contract, no Notice or other communication from one Party to the other shall have any validity under the Contract unless it is made in writing by or on behalf of the Party concerned.

11.2 Any Notice which is served under this Contract shall be issued by either the Authorised Officer or the Council's Director of Law and Democracy on behalf of the Council, or by the Contract Manager on behalf of the Provider.

11.3 Any Notice which is served under this Contract by either Party on the other shall be sent by either fax, or first class post, or recorded delivery, or by email, to the appropriate person (as specified in clause 11.2) to the relevant address, or fax number, or email address, which is set out in Schedule C.

11.4 Provided that the relevant Notice is not returned as undelivered, it shall be deemed to have been given two (2) Working Days after the date on which it was posted, or within four (4) hours in the case of an email or a facsimile transmission (provided that the same is received on a Working Day and if not, then on the first Working Day from receipt) or sooner where the other Party acknowledges receipt of such letter or facsimile transmission.

12. TUPE

12.1 The provisions of Schedule F shall apply to this Contract in order to regulate the following contingencies (as and when applicable during the Contract Period):

(1) the transfer of employees to the Provider on the formation of this Contract;

(2) the transfer of employees from the Provider to any Replacement Provider on the expiry or earlier termination of this Contract;

(3) the provision of information by the Provider to the Council and any prospective Replacement Provider, about this Contract.

12.2 The Provider shall remain responsible for all costs, losses, expenses and liabilities otherwise incurred as a result of the expiry of this Contract, including, but not limited to, any costs associated with the application of TUPE to this Contract.

PART 2 – PROVISION OF THE SERVICE

13. THE SERVICE

13.1 The Provider shall provide the Service with effect from the Start Date and thereafter during and throughout the remainder of the Contract Period in accordance with the requirements of this Contract.

13.2 When it is providing the Service, the Provider shall at all times comply with and take into account all applicable Laws, the requirements of any court with relevant jurisdiction and also any relevant local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of either the United Kingdom or of the European Union.

13.3 If at any time during the Contract Period, the Service becomes a regulated service, then the Provider shall promptly become registered with the relevant Regulatory Bodies and shall thereafter remain registered throughout the Contract Period with any relevant Regulatory Bodies.

14. STANDARDS OF THE SERVICE

When providing the Service, the Provider shall comply with any standards and other requirements which are set out in all relevant current and future statutory provisions that apply to this Contract and the Service, and also any applicable requirements of any relevant Regulatory Body.

15. PERSONALISATION, SELF-DIRECTED SUPPORT AND PERSONAL BUDGETS

15.1 The Provider shall work with the Council to support the delivery of its responsibilities under the Health and Social Care Act 2001 and The Community Care, Services for Carers and Children's Services (Direct Payments) (England) Regulations 2009 and the ministerial concordat Putting People First, a shared vision and commitment to the transformation of Adult Social Care 2007.

15.2 The Provider shall work with the Council to develop and adopt any policies and practices that support the achievement of the requirements of the Government White Paper, 'Our Health, Our Care, Our Say', or any other policy direction from the Department of Health. This includes, but is not limited to, the development of Self Directed Support, Personal Budgets, Individual Budgets, Virtual Budgets and Direct Payments.

16. THE AUTHORISED OFFICER

16.1 The Council shall appoint the Authorised Officer to act on behalf of the Council for all purposes connected with the Contract (in the absence of any other indication). Details of the Authorised Officer shall be set out by the Council in Schedule C as soon as practicable following the acceptance of the Tender by the Council.

16.2 The Council shall immediately give Notice to the Provider of any change in the identity, address and telephone numbers of the Authorised Officer. The Council shall also give the maximum possible notice to the Provider before changing its Authorised Officer.

17. THE CONTRACT MANAGER

17.1 The Provider shall appoint the Contract Manager to act on behalf of the Provider for all purposes connected with the Contract. Details of the Contract Manager shall be set out in Schedule C by the Council once the Provider has provided the Council with the requisite information.

17.2 The Provider shall immediately give Notice to the Council of any change in the identity, address and telephone numbers of the Contract Manager. The Provider shall also give the maximum possible notice to the Council before changing its Contract Manager.

18. STAFF AND CRB REQUIREMENTS

18.1 The Provider shall employ sufficient trained, suitably qualified and experienced Staff to ensure that the Service is provided throughout the Contract Period in compliance with the Service Specification and the Business Plan and (where applicable) the other Schedules.

18.2 The Provider shall ensure that it has sufficient Staff to provide the Service during any period of staff absence due to sickness, maternity leave, staff holidays or otherwise.

18.3 The Provider shall ensure that the Staff employed in and about the provision of the Service shall at all times exercise due care and diligence in the execution of their duties.

18.4 The Provider shall also ensure that its Staff are properly and sufficiently instructed and supervised at all times with regard to their provision of the Service.

18.5 The Provider shall:

(1) (insofar as it is able to by Law) routinely require disclosure by applicants of all criminal convictions when the Provider is undertaking the recruitment and engagement of Staff;

(2) obtain and maintain Enhanced Criminal Record Bureau (CRB) disclosures and carry out all appropriate checks against the Independent Safety Authority's Barred List in respect of each applicant who applies for a job in relation to this Contract and in respect of each Volunteer;

(3) ensure that any future requirement for Staff to be registered with the ISA (or other appropriate body) before commencing their employment with the Provider, is complied with;

(4) obtain a full employment history and satisfactory references for all job applicants and Volunteers in relation to the Service;

(5) confirm each job applicant's legal right to work in the United Kingdom;

(6) not allow any member of Staff to commence employment in relation to the provision of the Service prior to the Provider's receipt of a satisfactory CRB check that complies with the requirements of Schedule E;

(7) serve Notice on the Council immediately if any member of Staff who, subsequent to his/her commencement of employment as a member of Staff, receives a conviction or whose previous convictions become known to the Provider (or any employee of a sub-contractor involved in the provision of the Service);

(8) comply diligently throughout the Contract Period with the CRB and ISA requirements which are set out in Schedule E.

18.6 The Authorised Officer (acting reasonably) shall be entitled to require the Provider to remove immediately from the provision of the Service any named member of Staff. The Provider shall however have the right to make representations to the Authorised Officer about any such requirement. After taking any representations into account, the Authorised Officer shall be entitled to confirm, revoke or vary his decision on behalf of the Council and the Provider shall comply diligently with any such decision.

18.7 The Provider shall bear the cost of or costs arising from any Notice, instruction or decision of the Council under this section provided that the Council acts reasonably.

19. SAFEGUARDING OF VULNERABLE ADULTS

19.1 The Provider shall adopt the Council's procedures for dealing with allegations or suspicions of Abuse including (without limitation) Social Care & Health's publication which is titled "Safeguarding Vulnerable Adults in Staffordshire and Stoke-on-Trent Policy and Procedure 2007" (as amended from time to time during the Contract Period).

19.2 The Provider shall make the necessary arrangements to ensure that all Staff receive training, in line with the training options which are outlined in Schedule A: Appendix A3, as part of their induction by the Provider and also follow the reporting procedures which are referred to in clause 19.1.

19.3 The Authorised Officer 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 Contract.

20. RIGHTS OF ACCESS AND INSPECTION

20.1 The Provider shall allow officers of the Council to have reasonable access to the Provider's premises, financial and bank account records (including both personal and business bank account records of any directors or proprietors) Staff records and Staff, to enable the Council to ascertain that (firstly) the Service is being provided in accordance with the Contract and (secondly) all Safeguarding requirements are being met.

20.2 Any information which is made available to the Council under this section shall be treated as Confidential Information by the Council.

21. QUALITY ASSURANCE AND PERFORMANCE MONITORING

21.1 The Provider shall throughout the Contract Period demonstrate and maintain a properly documented and effective system of quality assurance in relation to the Service.

21.2 The Provider shall at all times co-operate with the Council's processes for monitoring and evaluating the quality of the Service and compliance with this Contract in whatever way is reasonably requested by the Council, including the compliance by the Provider with the performance monitoring arrangements which are set out in Schedule D.

22. THE COUNCIL'S BEST VALUE DUTY

22.1 The Parties agree and acknowledge that the 1999 Act applies to the Service and the Provider shall, at no cost to the Council, provide all reasonably necessary assistance to allow the Council to comply with its Best Value duty throughout the Contract Period.

23. GENERAL OUTCOMES AND KEY INDIVIDUAL OUTCOMES

23.1 The Provider and the Council shall each follow and diligently comply with the processes which are outlined in this section in order to ensure that the Provider is offering a Service which delivers, or works towards delivering, the General Outcomes and the Key Individual Outcomes.

23.2 The Provider shall be proactive and cooperative (at its own expense) in working with the Council to maintain and develop the General Outcomes and the Key Individual Outcomes in order to ensure that the Service progressively develops to meet changing needs and demands as the Contract Period proceeds.

23.3 The Provider shall also work with the Council (at its own expense) to support the development of processes and practices that monitor and develop the assessment of each individual Service User's goals which are identified in their Work Star action plan.

24. CONTRACT REVIEW

24.1 The Council shall periodically undertake a review of the Provider's performance of the Service (in whole or in part) under this Contract. The frequency and format of the Contract Reviews shall be as prescribed in Schedule D.

24.2 Notwithstanding clause 24.1, the Council shall also be entitled to initiate a Contract Review at any time during the Contract Period in response to either, any Default by the Provider, or any representations or complaint which is received by the Council with regard to (in any of such cases) the Provider's performance of the Contract (or any part of it).

24.3 The Provider shall (at its own expense) afford all reasonable cooperation, resources and facilities to enable the Council to carry out Contract Reviews without interference and shall provide to the Council all reasonable information required by it for such purposes.

25. COMPLAINTS

25.1 The Provider shall ensure that it has a complaints procedure (which shall first be approved by the Council, acting reasonably) which is fully integrated with and compatible with the Council's procedure for dealing with complaints which can be found on the Council's website using the link which is stated below:

<http://www.staffordshire.gov.uk/health/care/comments/>

25.2 At the reasonable request of the Authorised Officer, the Contract Manager shall supply full details to the Council of any complaint which has been made to the Provider about the Service and the Provider's response to the complaint in question.

26. WHISTLEBLOWING

26.1 The Provider shall ensure that it has a Whistleblowing Procedure (which shall first be approved by the Council, acting reasonably) and the Provider shall diligently apply this Whistleblowing Procedure to its Staff throughout the Contract Period.

26.2 The Provider confirms that the Council is authorised as a person to whom the Staff may make a qualifying disclosure under the Public Interest Disclosure Act 1998 and the Provider declares that (firstly) any of its Staff who make a protected disclosure (as defined by the said Act) shall not be subjected to any detriment and (secondly) it will make its Staff aware of this provision.

26.3 The Provider further declares that any provision in any contract purporting to preclude a member of its Staff from making a protected disclosure is void.

PART 3 – PAYMENT

27. FINANCIAL ARRANGEMENTS

27.1 In consideration of the provision of the Service under this Contract, the Council shall pay the Provider in accordance with the financial provisions which are set out in Schedule B.

27.2 The provisions of Schedule B shall also apply generally to this Contract in order to regulate the financial arrangements between the Parties in relation to the Service.

28. VALUE ADDED TAX

28.1 The Service Charge and all other sums which are referred to in this Contract, are exclusive of VAT.

28.2 If the Provider concludes (after taking appropriate expert advice) that VAT is payable on the Service Charge then the Council shall pay the VAT in question, provided that:

(1) the Provider submit an appropriate VAT invoice to the Council for each Quarterly instalment of the Service Charge within twenty (20) Working Days of the end of the Quarter to which the instalment in question relates, which complies with the applicable requirements of Her Majesty's Revenue and Customs for VAT purposes and shows the VAT separately as a strictly net extra charge to the Council;

(2) the Council's recovery of the VAT in question is not jeopardised or prejudiced in any way due to any act or omission by the Provider.

28.3 If, at any time during the Contract Period, the Provider becomes registered for VAT, or ceases to be registered for VAT purposes, or if there is any other amendment to its registration for VAT, then the Provider shall serve Notice of this on the Authorised Officer within five (5) Working Days of the relevant change taking effect.

29. RECOVERY OF SUMS DUE (SET OFF AND LATE PAYMENTS)

29.1 Whenever under the Contract (or any other contract between the Parties) any sum of money is recoverable from or payable by the Provider (including any sum which the Provider is liable to pay to the Council in respect of any Default) the Council may unilaterally deduct that sum from any instalment of the Service Charge or any other sum which is due to the Provider under the Contract or under any other agreement or contract between the Parties.

29.2 The Provider shall make any payments which are due to the Council under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Provider has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Provider.

29.3 The Parties agree that any payment which is due from one Party to the other Party under this Contract shall be late for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 if the Party required to make the payment fails to do so within twenty (20) Working Days of the latest date of the same becoming properly payable under this Contract.

29.4 A Party requesting payment may charge interest to the Party withholding payment at a rate of two per cent (2%) per annum above the base lending rate of the Bank of England from time to time, from the date that the monies became overdue as provided for in clause 29.3 and thereafter until payment is received.

29.5 For the avoidance of doubt no interest shall be payable in respect of any withheld disputed monies if it is found that the Party withholding payment was correct doing so.

29.6 The Parties agree that clauses 29.3 to 29.5 (inclusive) provide a substantial remedy in respect of any late payment of sums due under this Contract. Therefore the Late Payment of Commercial Debts (Interest) Act 1998 shall not apply to this Contract.

30. THE EURO

30.1 Any requirement in Law to account for the Service in Euros (or to prepare for such accounting) instead of and/or in addition to sterling, shall be implemented by the Provider at nil charge to the Council.

30.2 The Council shall provide all reasonable assistance to the Provider to facilitate any change which is implemented under clause 30.1.

PART 4 – STATUTORY OBLIGATIONS, CODES OF PRACTICE AND REGULATIONS

31. FRAUD AND PREVENTION OF CORRUPTION

31.1 The Provider shall safeguard the Council's funding of the Contract against fraud generally and, in particular, fraudulent activity by Staff and the Provider's shareholders, members, directors and any of the Provider's suppliers.

31.2 The Provider shall not offer or give, or agree to give, to the Council or any other public body or any person employed by or on behalf of the Council or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done, any act in relation to the obtaining or execution of the Contract or any other contract with the Council or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.

31.3 The Provider warrants that it has not paid commission and has not agreed to pay any commission to any employee or representative of the Council, or on the Provider's behalf in relation to this Contract.

31.4 Where the Provider or Provider's employees, servants, sub-contractors, suppliers or agents or anyone acting on the Provider's behalf, engages in conduct prohibited by clauses 31.2 or 31.3 in relation to this Contract or any other contract with the Council, the Council shall have the right to:

(1) terminate this Contract and recover from the Provider the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the provision of the Service by any Replacement Provider and any additional expenditure incurred by the Council throughout the remainder of the Contract Period as a consequence of the termination of the Contract and granting of an equivalent or replacement contract to any third party; or

(2) recover in full from the Provider any other loss sustained by the Council in consequence of any breach of this clause, whether or not the Contract has been terminated.

31.5 In exercising its rights and remedies under this section, the Council shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of the prohibited act, and the identity of the person performing the prohibited act;

(2) give reasonable consideration where appropriate, to action other than the termination of this Contract.

32. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

32.1 In the absence of any express indication in this Contract to the contrary, no person who is not a Party to the Contract shall have any right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties (at the absolute discretion of each of the Parties). This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

33. ENVIRONMENTAL REQUIREMENTS

33.1 The Provider shall perform this Contract in accordance with the Council's Environmental Policy, which is available upon request.

34. HEALTH AND SAFETY

34.1 In relation to the Staff, the Provider shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and any other Laws pertaining to the health and safety of employees and others who may be affected by the Provider's acts or omissions in providing the Service and shall require that any sub-contractors also comply strictly with this requirement.

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

34.3 The Provider shall take full responsibility for the adequacy and safety of all operations and methods adopted in the performance of the Service and the acts of its Staff. The Provider shall notify the Council in writing if any method or practice set out in the Service Specification or the Service Delivery Proposal shall be or shall become an unsafe method of work.

34.4 The Council reserves the right to serve Notice on the Provider to suspend the provision of the Service in whole or in part without paying compensation to the Provider if and whenever the Provider is, in the reasonable opinion of the Council, in contravention of either the Health and Safety at Work Act 1974 or any of the provisions within this section 34.

35. HUMAN RIGHTS

35.1 The Provider shall comply with the Human Rights Act 1998 as if it were a 'Public Authority' within the meaning of the Human Rights Act 1998.

35.2 The Provider shall indemnify the Council from and against any liability, loss, claim or proceedings arising out of any violation of the Human Rights Act 1998 by the Provider in the course of providing the Service.

36. DISCRIMINATION

36.1 When providing and managing the Service, the Provider shall not at any time unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age. Without prejudice to the generality of the foregoing the Provider shall not unlawfully discriminate within the meaning and scope of the Equal Pay Act 1983, the Human Rights Act 1998, the Employment Equality (Age) Regulations 2006, the Equality Act 2010 or other relevant Legislation, or any statutory modification or re-enactment thereof.

36.2 The Provider shall take all reasonable steps to secure the strict observance of clause 36.1 by all Staff and agents of the Provider and all suppliers and sub-contractors employed in the execution of the Contract. The Provider shall also provide such information as the Council may reasonably require for the purpose of assessing the Provider's continuing compliance with this section 36 at any time during the Contract Period.

37. MENTAL CAPACITY ACT AND DEPRIVATION OF LIBERTY SAFEGUARDS

37.1 In relation to the Mental Capacity Act 2005:

- (1)** the Provider and its Staff shall comply with the provisions set out in the MCA 2005 when delivering the Service;
- (2)** the Provider shall have a clear written policy (which must first be approved by the Council, acting reasonably) on its approach to the MCA 2005 in relation to the Service and diligently implement the said policy throughout the remainder of the Contract Period once it has been approved;
- (3)** all Staff must be trained at their induction by the Provider to follow the reporting procedures which are set down in the policy which is referred to in sub-clause 37.1(2) and that training shall be updated at least annually throughout the Contract Period by the Provider;
- (4)** the Provider shall serve Notice on the Council immediately if it becomes apparent that any Service User lacks the requisite mental capacity and a 'Significant Decision' needs to be made.

PART 5 – PROTECTION OF INFORMATION

38. DATA PROTECTION ACT 1998

38.1 The Provider shall (and shall procure that any of its Staff who are involved in the provision of the Service) comply with any notification requirements under the DPA 1998 and both Parties shall duly observe all their obligations under the DPA 1998 which arise in connection with this Contract.

38.2 Notwithstanding the general obligation in clause 38.1, where the Provider is processing 'personal data' (as defined by the DPA 1998) as a 'data processor' for the Council (also as defined by the DPA 1998) the Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data) as required under the Seventh Data Protection Principle in Schedule 1 to the DPA 1998.

38.3 Upon request the Provider shall provide the Council with such information as the Council may reasonably require to satisfy itself that the Provider is complying with its obligations under the DPA 1998 in relation to this Contract.

38.4 The Provider shall also:

- (1)** immediately serve Notice on the Council of any breach of the security measures which are required to be put in place pursuant to this section 38; and
- (2)** ensure that it does nothing knowingly or negligently which places the Council in breach of the Council's obligations under the DPA 1998.

38.5 Immediately upon the expiry or earlier termination of this Contract for any reason whatsoever the Provider shall at the sole option of the Council either return to the Council all Records in an agreed form, timescale and location or otherwise destroy or dispose of such Records in a secure manner and in accordance with any specific instructions which are issued by the Council in writing to the Provider.

38.6 The provisions of this section 38 shall apply throughout the Contract Period and indefinitely after its expiry or termination.

39. CONFIDENTIALITY

39.1 Each of the Parties shall:

(1) treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

(2) not disclose any Confidential Information which belongs to the other Party to any other person without the prior written approval of the other Party, except:

(a) to such persons and to such extent as may be reasonably necessary for the proper performance of the Contract; or

(b) where disclosure is otherwise expressly permitted by the provisions of the Contract; or

(c) where disclosure relates to the quality or performance of the Service, or Safeguarding issues which have arisen under this Contract.

39.2 The Provider shall take all necessary precautions to ensure that all Confidential Information which is obtained from the Council under or in connection with the Contract:

(1) is given only to such of the Staff and its professional advisors or consultants who are engaged to advise it in connection with the Contract, or as is strictly necessary for the performance of the Contract;

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

39.3 The provisions of clauses 39.1 and 39.2 shall not apply to any Confidential Information which is received by one Party from the other:

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

(2) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party; or

(3) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

(4) which is independently developed without access to the Confidential Information; or

(5) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EI Regulations or pursuant to any other Law.

39.4 Nothing in this section 39 shall prevent the Council from disclosing any Confidential Information:

(1) for the purpose of the examination and certification of the Council's accounts; or

(2) any examination pursuant to Sub-section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources; or

(3) to any government department or any other Contracting Authority (and all government departments or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority); or

(4) to any person engaged in providing any services to the Council for any purpose relating to or ancillary to this Contract provided that in disclosing such information the Council discloses only the information which is reasonably necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given to the Council by the receiving third party where this is reasonably practical.

39.5 Nothing in this section shall prevent either of the Parties from using any techniques, ideas or knowledge gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of any Intellectual Property Rights.

40. SECURITY OF CONFIDENTIAL INFORMATION

40.1 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the performance of the Contract, the Provider undertakes to maintain appropriate effective security systems which have been approved by the Council, throughout the Contract Period.

40.2 The Provider shall immediately notify the Council of any breach of security in relation to Confidential Information and all data obtained in the performance of this Contract and will keep a concise chronological record of such breaches. The Provider shall use its best endeavours to recover any such Confidential Information or data however it may be recorded. The Provider shall also co-operate with the Council in any investigation that the Council considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data relating to this Contract.

40.3 The provisions of this section 40 shall apply throughout the Contract Period and indefinitely after its expiry or termination.

41. FREEDOM OF INFORMATION

41.1 The Provider acknowledges that the Council is subject to the requirements of the FOIA and the EI Regulations and acknowledges therefore that it shall assist and cooperate with the Council (at the Provider's expense) to enable the Council to comply with these information disclosure requirements in relation to this Contract.

41.2 The Provider shall procure that its sub-contractors under this Contract (if any):

(1) transfer any request for information about this Contract to the Council as soon as practicable after receipt and in any event within twenty (20) Working Days of receiving any such request for information;

(2) provide the Council with a copy of all information in its possession or power in the form that the Council requires (acting reasonably) within twenty (20) Working Days (or such other period as the Council may reasonably specify) of the Council requesting that Information; and

(3) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance which is set out in either Section 10 of the FOIA or regulation 5 of the EI Regulations (as applicable).

41.3 The Council shall be responsible for determining at its absolute discretion whether in relation to this Contract any information:

(1) is exempt from disclosure in accordance with the provisions of either the FOIA or the EI Regulations;

(2) is to be disclosed in response to a request for information, and therefore in no event will the Provider respond directly to a request for information about this Contract unless it is expressly authorised to do so by the Council.

41.4 The Provider acknowledges that the Council may, acting in accordance with the Ministry of Justice Code of Practice on the discharge of public authorities' functions under Part 1 of the FOIA (issued under Section 45 of the FOIA, November 2004), be obliged under the FOIA or the EI Regulations to disclose information:

(1) without consulting with the Provider; or

(2) following consultation with the Provider and having taken its views into account.

41.5 The Provider must ensure that all information produced in the course of the operation of the Contract or relating to the Contract is retained for disclosure and must permit the Council to inspect such records as requested by it from time to time during the Contract Period.

41.6 The Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with clause 41.4.

42. PUBLICITY AND MEDIA

42.1 Without prejudice to the Council's obligations under the FOIA, neither Party shall make any press announcements or publicise the Contract or any part thereof in any way, or use each other's crests or logos, except with the written consent of the other Party (such consent not to be unreasonably withheld or delayed).

42.2 Both Parties shall take all reasonable steps to ensure the observance of the provisions of clause 42.1 by all their servants, employees, agents, professional advisors and consultants. The Provider shall also take all reasonable steps to ensure the observance of the provisions of clause 42.1 by its sub-contractors.

42.3 The provisions of this section 42 shall apply throughout the Contract Period and indefinitely after its expiry or termination.

43. INTELLECTUAL PROPERTY RIGHTS ("IPR")

43.1 All IPR in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

(1) furnished to or made available to the Provider by the Council pursuant to this Contract shall remain the property of the Council;

(2) prepared by or for the Provider for use, or intended use, in relation to the performance of this Contract shall belong to the Council and the Provider shall not, and shall procure that the Provider's employees, servants, agents, suppliers and sub-contractors shall not, (except when necessary for the proper performance of the Contract) without prior Approval use or disclose any such IPR, or any other information (whether or not relevant to the Contract) which the Provider may obtain in performing the Contract (except information which is already in the public domain).

43.2 The Provider shall obtain Approval before using any material in relation to the performance of the Contract which is or may be subject to any third party's IPR. The Provider shall also procure that the owner of any such rights either grants to the Council a non-exclusive licence, or if itself a licensee of those rights, grant to the Council an authorised sub-licence, to use, reproduce, and maintain the material. The Provider shall also ensure that any such licence or sub-licence shall be non-exclusive, perpetual and irrevocable and includes the right to sub-licence, transfer, novate or assign the same to other Contracting Authorities, any Replacement Provider, or to any other third party providing services to the Council and shall be granted to the Council at no additional cost to the Council.

43.3 It is a condition of this Contract that the Service will not infringe any IPR of any third party and the Provider shall during and after the Contract Period on written demand indemnify and keep indemnified the Council from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Council may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to the use of data (or other information or materials) which has been supplied by the Council and which is not required to be verified by the Provider under any provision of this Contract.

43.4 The Council shall notify the Provider in writing of any claim or demand which is brought against the Council for infringement or alleged infringement of any IPR in relation to this Contract in respect of materials supplied or licensed by the Provider. The Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any such claim for breach of IPR, provided always that the Provider shall:

- (1) consult with the Council in good faith on all substantive issues which arise during the conduct of such litigation and any related negotiations;
- (2) take due and proper account of the interests of the Council; and
- (3) not settle or compromise any claim without the Council's prior written consent (which shall not be unreasonably withheld or delayed).

43.5 The Council shall at the written request of the Provider afford to the Provider all reasonable assistance for the purpose of contesting any claim or demand made or action which is brought against the Council or the Provider for infringement or alleged infringement of any IPR in connection with the performance of this Contract and the Provider shall reimburse the Council on demand for all costs and expenses (including, but not limited to, legal costs and disbursements) which are properly incurred by the Council in doing so.

43.6 The Council shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any IPR by the Council or the Provider in connection with the performance of the Contract.

43.7 If a claim, demand or action for infringement or alleged infringement of any IPR is made under this Contract or in the reasonable opinion of the Provider is likely to be made, the Provider may at its own expense and subject to the consent of the Council (not to be unreasonably withheld or delayed) either:

- (1) modify any or all of the Service without reducing the performance or functionality of the same in terms of generating the General Outcomes and Key Individual Outcomes, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the terms of this Contract shall apply mutatis mutandis to such modified Service and with any necessary changes to such modified Service or to the substitute Service; or
- (2) procure a licence to use and provide the Service, which are the subject of the alleged infringement, on terms which are acceptable to the Council (acting reasonably).

43.8 On the expiry or earlier termination of this Contract the Provider shall at the request of the Council immediately return to the Council all materials, work or records held, including any back-up media.

43.9 The provisions of this section 43 shall apply throughout the Contract Period and indefinitely after its expiry or termination.

44. AUDIT

44.1 The Provider shall keep and maintain until six (6) years after the Contract Period has come to an end, or for such alternative period as may be agreed between the Parties in writing at any time, full and accurate records of the Contract, including the Service provided under it, all expenditure reimbursed by the Council, all payments made by the Council and all payments made to the Provider.

44.2 The Provider shall on request afford the Council (or its designated representatives) reasonable access to the records which are referred to in clause 44.1 to enable the Council to conduct a financial audit or random checks (as may be required by the Council, acting reasonably) in connection with the Contract. The financial auditing process may form part or whole of a planned monitoring visit.

44.3 Any irregularities which are identified by the Council in any Service User's financial records may be subject to a further investigation by the Council and the Provider shall cooperate fully with the Council to enable the Council to undertake any such investigation.

PART 6 – CONTROL OF THE CONTRACT

45. ASSIGNMENT AND SUB-CONTRACTING

45.1 The Provider shall not assign, sub-contract, or in any other way dispose of its interest under this Contract (or any part of it) without the prior written approval of the Council (at the Council's absolute discretion).

45.3 The sub-contracting by the Provider of any part of the performance of this Contract shall not relieve the Provider of any obligation or duty which is attributable to the Provider under this Contract.

45.4 The Provider shall not use the services of agency staff to deliver the Service without prior Approval (at the Council's absolute discretion).

45.6 Where the Council has consented to the making of any sub-contract or agency arrangement by the Provider, a copy of each sub-contract shall, at the request of the Council be sent by the Provider to the Council within five (5) Working Days of the making of any such request.

45.7 The Provider shall give the Authorised Officer at least twenty (20) Working Days' Notice if there is to be a Change of Control. There will be no automatic assignment of this Contract in these circumstances and clause 45.1 shall apply regardless of any such Change in Control.

45.8 Subject to the requirements of paragraph 45.9, the Council shall not unreasonably withhold its consent to any proposal by the Provider to sub-contract any of its rights or obligations under this contract to any third party (including labour only sub-contracting).

45.9 If the Council gives its consent to the Provider pursuant to paragraph 45.8, the Provider shall:

(1) ensure that the terms and conditions of this contract are properly and reasonably reflected in the terms of any contract with its sub-contractors and that each of its sub-contractors is bound by the obligations of the Provider under this contract;

(2) include in its contract with any sub-contractor a condition undertaking to make payment for the supply of the sub-contractor's services within thirty (30) days of the receipt of the sub-contractor's invoice (provided that such services have been supplied in accordance with the relevant contract);

(3) remain responsible for any acts, defaults and omissions committed by its sub-contractors as if they were the Provider's own.

46. NOVATION

46.1 The Council shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Contract (or any part thereof) to any Contracting Authority, private sector body or any other body established under statute, provided that any such assignment, novation or other disposal shall not increase the burden of the Provider's obligations under this Contract.

46.2 Each of the Parties shall at their own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of whatever further actions (including the execution of further documents) that the other Party requires (acting reasonably) from time to time for the purpose of giving that other Party the full benefit of the provisions of this Contract.

46.3 In circumstances where the Council enters into any assignment, or novation, or disposal pursuant to clause 46.1, the Council shall be entitled to disclose to any transferee of the Contract any Confidential Information of the Provider which relates to the performance of the Contract by the Provider. In such circumstances the Council may authorise the transferee to use such Confidential Information for purposes directly relating to the performance of the Contract (and for no other purposes whatsoever) and the Council shall also take all reasonable steps to ensure that the transferee accepts an obligation of confidence.

47. WAIVER

47.1 The failure by either of the Parties to insist upon the strict performance of any provision of this Contract, or the failure of either Party to exercise any right or remedy under this Contract, shall not in either case constitute a waiver of that provision or right or remedy and shall not cause a diminution of the obligations of the Party in question under this Contract.

47.2 No waiver of any provision of this Contract by either of the Parties shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by Notice.

47.3 A waiver by either of the Parties of any right or remedy arising from a Default shall not constitute a waiver of any right or remedy arising from either any other Default or any subsequent Default.

48. VARIATIONS

48.1 The Council reserves the right (provided that it acts reasonably), on giving reasonable Notice to the Provider, from time to time to require changes to the Service (including the removal of services, the addition of new services, or increasing or decreasing the Service, or specifying the order in which the Service is to be performed, or the locations where the Service is to be provided) for any reasons whatsoever, provided also that any such Variation does not amount to a material change to the Service Specification or the Business Plan.

48.2 Any such Variation shall be communicated by Notice by the Council to the Provider or the Contract Manager.

48.3 All Variations shall be documented in writing by the Parties in the form of an addendum to the Contract, which on each occasion must be signed on behalf of each of the Parties by both the Authorised Officer and the Contract Manager (or any other duly authorised signatories).

48.4 In the event of a Variation taking effect, the Service Charge may also be varied. Any Variation in the Service Charge shall be calculated by the Council and agreed in writing with the Provider (such agreement not to be unreasonably withheld or delayed) and shall be such amount as properly and fairly reflects the nature and extent of the impact of the Variation in question on the Service Charge in all the circumstances.

48.5 The Provider shall upon request by the Council provide such information as may be reasonably required to enable any such Variation of the Service Charge to be calculated by the Council.

48.6 If the Variation cannot be agreed between the Parties, then the matter shall be determined in accordance with the Dispute Resolution Procedures.

49. SEVERANCE

49.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, the provision in question shall be severed and the remaining provisions of the Contract shall continue in full force and effect throughout the remainder of the Contract Period.

49.2 If there is any determination of invalidity in relation to the Contract which is so fundamental as to prevent the accomplishment of the purpose of the Contract, then the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

50. SUSPENSION OF THE SERVICE AND FURTHER REFERRALS

50.1 The Council may serve a Suspension Notice upon the Provider at any time if:

(1) the Council wishes to investigate any alleged Default by the Provider, or other alleged event, which if substantiated would entitle the Council to terminate the Contract; and/or

(2) a Regulatory Body directs an inquiry into the Provider's affairs on the grounds of actual or alleged misconduct or mismanagement.

50.2 If the Council serves a Suspension Notice upon the Provider, then the Council may either, suspend the provision of the Service (or any relevant part thereof), or suspend the making of any new Referral from any date which is specified by the Council in the Suspension Notice (acting reasonably) and the Provider shall comply diligently with any such suspension from and including the relevant specified date.

50.3 Any suspension of the Service (or any part thereof) under clause 50.1 shall be reviewed by the Council not later than three (3) months after the service of the relevant Suspension Notice (subject to clause 50.4).

50.4 The Council shall ensure that any investigation which is carried out under clause 50.1 is undertaken as quickly and diligently as possible and the Provider shall co-operate with any such investigation, including by providing information promptly to the Council if requested.

50.5 If during the suspension either, the Council shall request information from the Provider with respect to the investigation, and/or the Council shall request a written undertaking from the Provider to take particular steps and/or to refrain from particular action in order to avoid the repetition of a Default, then in calculating and applying the three (3) month time limit which is stated in clause 50.3, the period of time which is taken by the Provider to meet the request shall be disregarded.

50.6 The Council shall make available to the Provider a copy of the report of the findings of any investigation which is undertaken pursuant to clause 50.1 as soon as practicable after the investigation has been completed and the report has been made available to the Council.

50.7 Upon either, the cessation by the Council of any suspension of the Service (or any part thereof) which is implemented under clause 50.1, or the closure of any investigation which is initiated by the Council under clause 50.1, the Council shall serve Notice on the Provider to confirm the lifting of the suspension in question.

50.8 If the Council confirms any alleged Default or other alleged event pursuant to this section, or a Regulatory Body finds the Provider responsible for misconduct or mismanagement in relation to this Contract (or any equivalent contract) then the Council may take further action in accordance with the provisions of Part 9 of the Contract.

50.9 During any period of suspension which is implemented under clause 50.1 the Council shall continue to pay the Provider for the Service. If however, the Council terminates the Contract, in accordance with Part 9 (Default and Termination) then the Council may deduct from the payments which become due to the Provider all sums that it has paid to the Provider during the period of suspension and which relate to the suspended service concerned. If the final payment to the Provider is insufficient to cover these costs then the Provider must repay the excess to the Council within twenty (20) Working Days of receiving a demand in writing from the Council for payment. If the Provider fails to do so then the Council will be entitled to recover these sums as a debt.

PART 7 – LIABILITIES, INSURANCE AND WARRANTIES

51. LIABILITY

51.1 Neither of the Parties excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any of their obligations under this Contract.

51.2 The Provider shall indemnify and keep indemnified the Council fully against all claims, proceedings, actions, damages, legal costs, expenses, consequential loss or damage and any other liabilities whatsoever arising out of, in respect of, or in connection with, this Contract including but not limited to any death or personal injury, loss or damage to property, financial loss arising from any advice given or omitted to be given by the Provider, or any other loss which is caused directly or indirectly by any act or omission of the Provider (subject to clauses 51.3. and 51.4).

51.3 Clause 51.2 shall not apply if the Provider is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by either, its negligence, or default, or by any circumstances within its control.

51.4 Neither of the Parties shall have any liability to the other for loss of profits, business, revenue, goodwill, loss of savings (whether anticipated or otherwise) and/or indirect or consequential loss or damage.

52. INSURANCE

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

52.2 Throughout the Contract Period, the Provider shall hold public liability insurance cover for an amount of not less than five (5) million pounds in respect of any one incident.

52.3 Throughout the Contract Period, the Provider shall hold professional indemnity insurance cover for an amount of not less than two (2) million pounds for any occurrence arising out of each and every event and such insurance shall be maintained by the Provider for a minimum of 12 (twelve) years following the expiry or earlier termination of this Contract.

52.4 Throughout the Contract Period, the Provider shall hold employer's liability insurance cover for an amount of not less than ten (10) million pounds in respect of any one incident.

52.5 Within one month of the formation of this Contract and thereafter each Year, the Provider shall supply to the Council either, the relevant policies which are referred to in clauses 52.1 to 52.4 (inclusive), or a certificate from its insurers or brokers demonstrating that appropriate cover is in place in compliance with the requirements of the said clauses.

52.6 The Provider shall hold adequate insurance for all vehicles which are used by the Provider to deliver the Service and ensure that any Staff using their motor vehicles to carry Service Users and/or Carers have valid business insurance on their motor vehicles. The Provider shall also produce a copy of each such insurance policy (or any such specific insurance policy which is requested by the Council) to the Authorised Officer if requested to do so, provided that if the Council requests this information more often than once a year without good reason then the Council shall meet the Provider's reasonable costs in complying with any such additional request.

52.7 If, for whatever reason, the Provider fails to give effect to and maintain the insurances which are required by this section then the Council may (provided that it acts reasonably) make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider (whether by offsetting the amounts in question against any Weekly Instalment or otherwise).

52.8 The terms of any insurance or the amount of any insurance cover arranged by the Provider pursuant to this section shall not relieve the Provider of any of its liabilities under this Contract.

52.9 It shall be the responsibility of the Provider to determine the amount of insurance cover that will be adequate to enable the Provider to satisfy any liability on its part which is referred to in clauses 51.1 and 51.2.

53. WARRANTIES AND REPRESENTATIONS

53.1 The Provider warrants and represents that:

- (1)** the Provider has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform this Contract and that this Contract is executed by a duly authorised representative of the Provider;
- (2)** the Provider shall discharge its obligations under this Contract with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause) in accordance with its own established internal procedures;
- (3)** the Provider is not as at the Commencement Date in default in the payment of any due and payable taxes, or in the filing, registration or recording of any document, or under any legal or statutory obligation or requirement the default of which might have a material adverse effect to its business, assets or financial condition, or its ability to observe and perform its obligations under this Contract;
- (4)** the Service shall be provided by it to the reasonable satisfaction of the Council throughout the Contract Period.

PART 8 - FINANCIAL INSTABILITY AND FINANCIAL DISTRESS

54. FINANCIAL INSTABILITY

54.1 Within twenty (20) Working Days of receiving a written request from the Council, the Provider shall submit to the Council (free of charge) a copy of its latest annual accounts.

54.2 The provisions of clause 54.4 and section 55 shall apply if any of the following contingencies occur at any time during the Contract Period:

- (1)** the Provider fails to submit statutory accounts before any statutory deadline;
- (2)** a County Court Judgment is made against the Provider for a sum greater than or equal to 1% of the Provider's annual turnover, and the debt is not settled within 28 days;
- (3)** the Acid Test Ratio, calculated from the Provider's last annual accounts, falls below a ratio of 1:1;
- (4)** the Provider makes a loss in any financial year exceeding 5% of its turnover for the year in question;
- (5)** in respect of any premises which are essential to the delivery of the Service, any landlord makes an application to the courts to recover unpaid rent or for the forfeiture of the lease or tenancy of such premises;
- (6)** any person holding a mortgage or other charge over any premises which are essential to the delivery of the Service makes an application to the courts to recover unpaid loan obligations, or for possession of the premises, or for any similar order;
- (7)** the Council has reasonable grounds to believe that any of the events which are set out in the preceding sub-clauses of this clause has occurred, or is about to occur.

54.3 If any of the contingencies which are listed in clause 54.2 occur, then the Provider shall serve Notice on the Council within two (2) Working Days of the date of the occurrence in question.

54.4 If this clause applies, then the Provider shall:

- (1)** on receipt of a written request from the Council, furnish the Council with:
 - (a)** a copy of the Provider's latest Management Accounts; and
 - (b)** a cash flow forecast for any coming period specified by the Council (acting reasonably); and
 - (c)** a reference from its bankers; and
 - (d)** such other evidence that it is and will remain a going concern as the Council may reasonably require.

(2) meet the Council within five (5) Working Days of receipt of the written request which is referred to in sub-clause (1) of this clause to discuss its position with the Council and answer such questions as the Council may reasonably ask.

54.5 If upon considering the information which is referred to in clause 54.4 the Council considers that the Provider is no longer a going concern or that there is a significant risk that the Provider will cease to be a going concern within six (6) months, then section 55 shall apply.

55. FINANCIAL DISTRESS AND TERMINATION

55.1 If this section applies then the Council may serve a Financial Distress Notice on the Provider.

55.2 Any Financial Distress Notice which is issued by the Council shall be sent to the Provider's last known electronic mail address and the Council shall use its reasonable endeavours to contact the Provider by telephone to advise it that the Financial Distress Notice has been served. A copy shall then also be sent by the Council to the Provider immediately by first class post.

55.3 Each Financial Distress Notice shall:

(1) state that it is a Financial Distress Notice;

(2) set out the reasons why the Council believes that the Provider is no longer a going concern, or is at significant risk of ceasing to be a going concern within the next six (6) months;

(3) state that the Contract shall terminate on either the date which is one (1) month from and including the date of the service of the Financial Distress Notice, or on such later date as the Council may specify (acting reasonably).

55.4 If following the receipt of a Financial Distress Notice the Provider does not accept that the Council is correct in its assessment that the Provider is either, no longer a going concern, or at a significant risk of ceasing to be a going concern within the next six (6) months, then it may serve on the Council, within ten (10) Working Days of receipt of the Financial Distress Notice, a Notice of appeal (the "Appeal Notice").

55.5 The Provider shall ensure that its Appeal Notice sets out the full grounds for its appeal against the Financial Distress Notice in question. The Provider shall also enclose with the Appeal Notice full, concise and pertinent information and evidence in support of the appeal.

55.6 The Council shall consider any Appeal Notice which is served on it by the Provider and shall at the Provider's request meet the Provider and/or its financial advisers within five (5) Working Days of the date of the service of the Appeal Notice to discuss the same.

55.7 The Council shall notify the Provider within ten (10) Working Days of receipt of any Appeal Notice whether or not the Council accepts the appeal in question.

55.8 If the Council rejects any Appeal Notice which is served on it by the Provider, then the matter may be submitted by the Provider for determination in accordance with the Dispute Resolution Procedures.

PART 9 – DEFAULT AND TERMINATION

56. DEFAULT AND DEFAULT NOTICES

56.1 If the Council identifies any Default in the performance of this Contract by the Provider, then the Council shall normally attempt to secure the rectification of the Default in question (and/or prevent any repetition of it) to its reasonable satisfaction, by either liaising with the Provider or carrying out a Contract Review, rather than immediately resorting to the service of a Default Notice pursuant to clause 56.2 (in the interest of promoting a close working partnership between the Parties). However in circumstances where the Council considers that the breach of the Contract in question is sufficiently serious and the service of a Default Notice is a reasonable and proportionate response, the Council may nevertheless proceed directly to the service of a Default Notice.

56.2 If the Provider is in breach of any of its obligations under this Contract at any time, then, subject to clause 56.1 and provided that the breach of contract in question is not de minimis in nature, the Council may serve a Default Notice on the Provider, in which the Council shall:

- (1) summarise the facts which constitute the Default in question;
- (2) state precisely which provisions of this Contract the Provider has failed to comply with;
- (3) state the measures (if any and if practicable) which the Council requires the Provider to undertake (acting reasonably) to remedy the Default to the Council's reasonable satisfaction, or otherwise to avoid any repetition of the breach;
- (4) state the period of time (having reasonable regard to the nature of the breach) within which the breach must be rectified by the Provider in accordance with the Default Notice and to the Council's reasonable satisfaction;
- (5) state the sum which is to be charged by the Council pursuant to sub-clause 56.3(2).

56.3 If the Council serves a Default Notice on the Provider pursuant to and in accordance with clause 56.2:

- (1) then the Provider shall diligently comply with the requirements (if any) of the Default Notice;
- (2) then the Council may deduct a sum of up to £500 (as assessed liquidated damages and not as a penalty) from any sums which are payable by it to the Provider under this Contract in order to reimburse the Council for any administrative costs which it has incurred in connection with the investigation of the Default in question and the preparation/service of the related Default Notice (subject to the Council having first complied with sub-clause 56.2(5));

(3) and the Provider fails to comply with the Default Notice, then the Council may take any proper steps (if practicable) which are reasonably necessary to remedy the Default and may also deduct any expenses which are incurred by it as a consequence (as assessed liquidated damages and not as a penalty) from any sums which are payable by it to the Provider under this Contract, provided that such expenses are first notified in writing to the Provider.

57. TERMINATION ON DEFAULT

57.1 The Council may either, terminate this Contract in its entirety with immediate effect, or terminate any part of this Contract with immediate effect, by serving Notice on the Provider or the Contract Manager in circumstances where either:

(1) after having committed a Default the Provider also fails to comply with any related Default Notice which has been served on the Provider by the Council in accordance with clause 56.2; or

(2) after having committed a Default the Provider then commits a further Default which in the opinion of the Council (acting reasonably) is not of a de minimis nature in which case the Council's termination Notice to the Provider under this clause shall also:

(a) summarise the facts which constitute the Default in question;

(b) state precisely which provisions of this Contract the Provider has failed to comply with.

57.2 If the Council exercises its right under clause 57.1 then the Council may (subject to the Council using its reasonable endeavours to mitigate any such additional expenditure) charge the Provider for any costs which are properly incurred by it as a consequence (as assessed liquidated damages and not as a penalty) and deduct the resulting amount from the next or any subsequent instalment of the Service Charge or otherwise recover the same from the Provider as a debt. Such costs shall include any administration costs which are incurred by the Council in respect of (firstly) the investigation, preparation and service of the Council's termination Notice and (secondly) the provision of the Service, or any part of the Service, throughout what would otherwise have been the remainder of the Contract Period (either by the Council or any Replacement Provider) to the extent that such costs exceed the payment which would otherwise have been payable to the Provider for the same under this Contract.

58. ALTERNATIVE REMEDIES ON DEFAULT BY THE PROVIDER

58.1 If the Provider commits any Default which is not de minimis in nature and which is either not capable of being remedied, or is considered to be serious by the Council (acting reasonably) or is equivalent to any previous Default by the Provider then (without prejudice to any other rights or remedy to which the Council is entitled) the Council may do any of the following:

(1) initiate a Contract Review;

(2) without terminating the Contract itself, serve Notice on the Provider in order to suspend the Contract by opting to provide or procure from an alternative source the provision of all or any part of the Service until such time as the Provider shall have demonstrated to the reasonable satisfaction of the Council that the Provider will once more be able to provide all or any such part of the Service in accordance with the Contract;

(3) without terminating the whole of the Contract, serve Notice on the Provider in order to terminate the Contract in respect of any part of the Service only (whereupon a corresponding reduction in the Service Charge shall be implemented by the Council) and thereafter itself provide or procure a third party to provide such part of the Service.

58.2 If the Council exercises its rights under either sub-clause 58.1(2) or sub-clause 58.1(3), then the Council may (subject to the Council using its reasonable endeavours to mitigate any such additional expenditure) charge the Provider for any reasonable costs which are properly incurred by it as a consequence (as assessed liquidated damages and not as a penalty) and either deduct the resulting amount from the next or any subsequent Quarterly instalment of the Service Charge which becomes due to the Provider, or otherwise recover the same as a debt from the Provider. Such costs shall include any reasonable additional costs which are incurred by the Council in respect of the provision of the Service, or any part of the Service, throughout what would otherwise have been the remainder of the Contract Period (either by the Council or any Replacement Provider) to the extent that such costs exceed the payment which would otherwise have been payable to the Provider for the same under this Contract.

59. TERMINATION ON CHANGE OF CONTROL AND INSOLVENCY ETC

59.1 Subject only to clause 59.3, the Council may terminate this Contract by Notice in writing to the Provider with immediate effect if any of the following contingencies occur:

(1) the Provider undergoes a Change of Control which (in the opinion of the Council acting reasonably) has impacted adversely and materially on the Provider's performance of the Contract (subject to clause 59.4);

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

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

(4) the Provider is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

(5) the Provider either appears unable to pay, or to have no reasonable prospect of being able to pay, a debt, within the meaning of Section 268 of the Insolvency Act 1986;

(6) the Provider, being an individual, shall die or be adjudged incapable of managing their affairs within the meaning of Part VII of the Mental Health Act 1983;

(7) the Provider ceases or threatens to cease to carry on the whole or a substantial part of its business or disposes of the whole or a substantial part of its assets such that in the reasonable opinion of the Council this would adversely affect the delivery of the Service;

(8) any event which is equivalent or similar to those detailed in the preceding sub-clauses of this clause, occurs under the law of any other jurisdiction within the United Kingdom.

(9) if (in circumstances where the Provider is a consortium or other joint venture) there is any material change in the identity of the member organisations, which has not been approved in writing by the Council (such approval not to be unreasonably withheld) and which in the opinion of the Council (acting reasonably) is prejudicial to the continuing provision of the Service.

59.2 If either, a Change of Control occurs, or any of the other contingencies which are specified in the sub-clauses to clause 59.1 occur, then the Provider shall serve Notice of the same on the Authorised Officer within three (3) Working Days of the relevant contingency occurring.

59.3 When exercising its rights and remedies under clause 59.1, the Council shall:

(1) act in a reasonable and proportionate manner;

(2) give consideration to action other than termination of the Contract.

59.4 The Council may only exercise its right to terminate under sub-clause 59.1(1) in circumstances where (firstly) the Change of Control in question has not been authorised by the Authorised Officer and (secondly) within six months of the date on which:

(1) the Council is notified by the Provider that a Change of Control has occurred;
or

(2) (where no notification of the Change of Control has been given to the Council by the Provider) the Council becomes aware of and verifies the Change of Control.

60. BREAK CLAUSE

60.1 The Council shall have the right to terminate this Contract in whole or in part at any time by giving at least three (3) months' Notice to the Provider (or any lesser period by agreement only between the Parties).

61. DEFAULT BY THE COUNCIL AND TERMINATION BY THE PROVIDER

61.1 If the Council is in breach of any of its obligations under this Contract at any time, then, provided that the breach of contract in question is not deminimis in nature, the Provider may serve a Default Notice on the Council, in which the Provider shall:

- (1) summarise the facts which constitute the Default in question;
- (2) state precisely which provisions of this Contract the Council has failed to comply with;
- (3) state the measures (if any and if practicable) which the Provider requires the Council to undertake (acting reasonably) to remedy the Default to the Provider's reasonable satisfaction, or otherwise to avoid any repetition of the Default;
- (4) state the period of time (having reasonable regard to the nature of the breach) within which the breach must be rectified by the Council.

61.2 If the Council fails to comply with any Default Notice which is served by the Provider in accordance with clause 61.1 (and the Default Notice is not in dispute between the Parties) then the Provider may terminate this Contract by giving the Council at least sixty (60) Working Days' Notice (or any lesser period of time by agreement only between the Parties, each acting reasonably).

62. REMEDIES CUMULATIVE

62.1 Except as otherwise expressly provided by this Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election for such remedy to the exclusion of other remedies.

63. CONSEQUENCES OF TERMINATION

63.1 If the Council terminates this Contract in whole or in part under any of sections 57 to 59 (inclusive) and then makes other arrangements for the provision of Service via a Replacement Provider, then the Council shall be entitled to recover from the Provider the costs and expenses reasonably incurred by it when making those other arrangements and also any additional expenditure which is consequentially incurred by the Council when paying for the Service throughout what would otherwise have been the remainder of the Contract Period. The Council shall however take all reasonable steps to mitigate any such additional expenditure.

63.2 If this Contract is terminated in whole or in part under any of sections 57 to 59 (inclusive) then no further instalments of the Service Charge shall be payable by the Council to the Provider until the Council has established the final cost of making alternative arrangements for the provision of the Service throughout what would otherwise have been the remainder of the Contract Period.

64. CONTINUING RIGHTS AND REMEDIES ETC

64.1 Save as otherwise expressly provided for in this Contract to the contrary, neither the termination or expiry of this Contract shall prejudice any rights, remedies, or obligations which have already accrued or taken effect under this Contract in relation to either of the Parties prior to the termination or expiry taking effect (as applicable) and nothing in this Contract shall prejudice the right of either of the Parties to recover any amount outstanding from the other Party as at such termination or expiry (as applicable).

PART 10 – DISRUPTION, FORCE MAJEURE, BUSINESS CONTINUITY AND HANDOVER

65. DISRUPTION

65.1 The Provider shall take reasonable care throughout the Contract Period to ensure that when complying with this Contract it does not disrupt the operations of the Council, or the work of its officers, or any other provider that is employed by the Council.

65.2 The Provider shall immediately serve Notice on the Council of any actual or potential industrial action, whether such action relates to its Staff or the employees of any third party, which affects or might affect the Provider's ability at any time to perform its obligations under this Contract.

65.3 In the event of industrial action by any Staff, or the Provider's sub-contractors, or the Provider's suppliers, the Provider shall seek Approval to its proposals for the continuance of the performance of this Contract (whether via the implementation of the Business Continuity Plan or otherwise).

65.4 If the Provider's proposals referred to in clause 65.3 are considered insufficient or unacceptable by the Council (acting reasonably) then this Contract may be terminated by the Council by giving Notice in writing to the Provider with immediate effect.

66. FORCE MAJEURE

66.1 Neither of the Parties shall be considered to be in Default, or under any liability whatsoever for non-performance, part performance, defective performance, or delay in the performance of any of the Service supplied (or to be supplied), or work carried out (or to be carried out) under this Contract, in circumstances where the same is directly or indirectly caused by, or is as a result of, Force Majeure (subject however to any express provision of this Contract to the contrary and subject also to the succeeding provisions of this section).

66.2 The Provider acknowledges that it is of fundamental importance that there is no break in the continuity of its performance of the Contract and therefore notwithstanding the relief which is granted to the Provider by clause 66.1, the Provider shall use its best endeavours in any situation where Force Majeure applies, to:

(1) mitigate for the Force Majeure and perform the Contract as soon as and as fully as possible; and

(2) provide the best possible substituted performance of the Contract.

66.3 The Provider shall not be entitled to relief under this section in any circumstances where it has caused, or substantially contributed to, any delay or failure in the performance of its obligations by any Default on its part.

66.4 If as a consequence of any Force Majeure the provision of the whole of the Service is temporarily terminated, or suspended, or substantially disrupted, then with effect from the date that the Force Majeure occurs and thereafter until such time as the Provider resumes the provision of the Service so that it is fully operational in accordance with this Contract, the payment of the Service Charge may be suspended either, in its entirety, or on a pro-rata basis as determined by the Council (acting reasonably) according to the extent to which the Service has been disrupted, by the Council by serving Notice on the Provider under this clause.

66.5 If any event that constitutes Force Majeure continues for more than one (1) month either Party may give one (1) month's written Notice to the other to either, terminate the Contract, or propose a termination date that both Parties may agree (such agreement not to be unreasonably withheld or delayed).

67. BUSINESS CONTINUITY

67.1 The Civil Contingencies Act 2004 requires the Council to maintain plans to ensure that it can continue to perform all of its ordinary functions in the event of an emergency. Organisations which provide services which underpin the Council's service provision must therefore be able to continue to provide the services in the event of an emergency. The Provider shall therefore prepare a robust and viable business continuity plan that ensures the continuation of the provision of the Service throughout the Contract Period in accordance with the requirements of the Civil Contingencies Act 2004.

67.2 The Provider shall ensure that its Business Continuity Plan includes:

(1) an introduction identifying the purpose of the Business Continuity Plan, its limitations and, exclusions and the individual members of Staff responsible for implementing the Business Continuity Plan;

(2) the clear aims and objectives that the Business Continuity Plan will achieve;

(3) the tasks and activities of the Provider's business and the risks associated with each of these;

(4) a full description of the policies, processes and procedures which are in place to support the Business Continuity Plan;

(5) the roles and responsibilities of the Provider, its Staff and its partners in implementing the Business Continuity Plan;

(6) the command and control arrangements which will operate to support the effectiveness of the Business Continuity Plan;

(7) the communications arrangements that will ensure that the Business Continuity Plan is widely understood by Staff and so that a business continuity management culture is embedded within the Provider's business in relation to the Service; and

(8) a schedule detailing how and when the actions within the Business Continuity Plan will be tested, reviewed and updated by the Provider each Year.

67.3 The Provider shall:

(1) upon request by Notice from the Council, disclose to the Council the contents of its Business Continuity Plan (include any revisions made to it from time to time during the Contract Period), and;

(2) allow the Council (at its discretion) from time to time during the Contract Period to monitor the Provider's business continuity arrangements; and

(3) serve Notice on the Council immediately if an incident occurs which activates the Business Continuity Plan (such notification to be served prior to the issue by the Provider of any notification to the press or other media); and

(4) provide the Council with details of how the Provider managed any incident which resulted in the activation of its Business Continuity Plan and any consequential amendments made by the Provider to the processes and/or procedures which are contained in or referred to in the Business Continuity Plan.

68. HANDOVER

68.1 The Provider shall not make any charge to the Council or any Replacement Provider for any expenditure which is incurred (howsoever) in carrying out the handover arrangements which are set out in this section 68.

68.2 Within ten (10) Working Days (or any alternative period which is agreed between the Parties, each acting reasonably) of the end of the Contract Period (howsoever arising) the Provider shall forthwith deliver to the Council all of the Council's property (including but not limited to materials, documents and information) relating to the Contract.

68.3 When implementing the arrangements in this section, the Provider shall use all reasonable endeavours to transfer to the Council (or any Replacement Provider) all data in accordance with an industry standard format (or any other format reasonably specified by either the Council or the Replacement Provider in question) relating to the Service including (without limitation) all requests made to the Provider for any of the Service to be undertaken which have not been actioned or completed by the Provider.

68.4 The Provider shall also comply with the requirements of clauses F9 and F10 of Schedule F in relation to the provision of information by the Provider to the Council about the Staff who are engaged in the provision of the Service (whether or not employed by the Provider).

68.5 The Provider shall co-operate free of charge and in good faith at all times with the Council and any Replacement Provider to facilitate an efficient take over of the performance of the Contract in order to ensure a seamless handover of all work then in progress.

68.6 The provisions of this section 68 shall remain in force indefinitely between the Parties following the expiry or earlier termination of the Contract Period.

PART 11 – DISPUTES

69. DISPUTE RESOLUTION PROCEDURES

69.1 If any dispute arises between the Parties in relation to this Contract, then either Party may request the other to facilitate a meeting of the Authorised Officer and the Contract Manager in order to discuss the dispute and to agree a strategy to resolve it. The Parties shall then liaise in good faith to arrange and implement the meeting within ten (10) Working Days and shall exchange statements at least three (3) clear Working Days prior to the date of the meeting, setting out their respective views of the relevant disputed issues.

69.2 If the Parties fail to negotiate a settlement of their dispute in question pursuant to clause 69.1, then:

(1) if (in the Council’s reasonable opinion) the disputed issues arise from the Provider’s performance against the Contract, then the Council shall undertake a Contract Review and the provisions of section 24 shall apply;

(2) the dispute shall be escalated to a meeting of the Provider’s financial director (or equivalent) and the Council’s Director of the Joint Commissioning Unit to attempt in good faith to negotiate a settlement of the dispute, such meeting to be held within twenty (20) Working Days of the date on which the dispute first arose.

69.3 If the dispute cannot be resolved by the Parties pursuant to either clause 69.1 or clause 69.2, then the dispute shall be referred to mediation pursuant to the procedure which is set out in clause 69.4 unless either of the Parties serves Notice on the other stating that it considers that the dispute is not suitable for resolution by mediation.

69.4 The procedure for mediation and consequential provisions relating to mediation which are to be complied with by each of the Parties are as follows:

(1) a neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, then either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Law Society of England and Wales to appoint the Mediator;

(2) the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held and (if considered appropriate) the Parties may at any stage seek assistance from the Law Society of England and Wales to provide guidance on a suitable procedure;

(3) unless otherwise agreed, all negotiations connected with the dispute pursuant to this clause (and this section 69 in general) and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

(4) if the Parties reach agreement on the resolution of their dispute, the agreement shall be documented in writing by the Parties and shall be binding on the Parties once it is signed by their respective duly authorised representatives;

(5) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing (on a without prejudice basis) and which shall not be used in evidence by either of the Parties in any proceedings relating to the Contract without the prior written consent of both Parties;

(6) the Parties shall pay the Mediator's fee in equal shares (in the absence of any contrary direction by the Mediator (acting reasonably)).

69.5 If the Parties fail to resolve their dispute pursuant to the preceding clauses of this section within thirty (40) Working Days, or such longer period as may be agreed by the Parties (each acting reasonably) then (regardless of whether or not there has been any mediation) the dispute may be referred by either of the Parties to arbitration in accordance with the Arbitration Acts 1950 and 1996;

69.6 The performance of this Contract shall not be suspended, cease, or be delayed by the reference by either of the Parties of a dispute to the Dispute Resolution Procedures and therefore the Provider shall continue to comply fully and diligently with the requirements of the Contract at all times notwithstanding any such dispute.

PART 12 - LAW

70. GOVERNING LAW

70.1 This Contract shall be governed by and interpreted in accordance with English law and the Parties shall therefore submit to the exclusive jurisdiction of the courts of England.

71. CHANGE IN LAW

71.1 The Provider shall take all steps which are reasonably necessary to ensure that the Service are performed in accordance with the terms of this Contract following any change in Law.

General Changes in Law

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

Qualifying Change in Law

71.3 If a Qualifying Change in Law occurs or is due to occur during the Contract Period, then either Party may serve Notice on the other to express an opinion on its likely effect on this Contract, giving details in its opinion of:

- (1)** any change in the Service and the Service Charge which appears to be reasonably necessary as a consequence of the Qualifying Change in Law in question;
- (2)** whether any changes are required to the terms of this Contract to deal with the Qualifying Change in Law;
- (3)** whether any relief from compliance with the obligations in this Contract is required, including (without limitation) the obligation of the Provider to achieve either, the Start Date, or any subsequent milestones which are specified in the Service Specification or the Business Plan, or any service level requirements at any time.

71.4 As soon as practicable after receipt of any Notice pursuant to clause 71.3 the Parties shall discuss and agree the matters which are referred to in the sub-clauses to that clause and any ways in which the Provider can (acting reasonably) mitigate the effect of the Qualifying Change in Law in question, including:

- (1)** the provision by the Provider of evidence that it has minimised any increase in costs or maximised any reduction in costs (including the costs of its sub-contractors); and
- (2)** demonstrating that a foreseeable Qualifying Change in Law had been taken into account by the Provider before it occurred; and
- (3)** giving evidence as to how the Qualifying Change in Law has affected the cost of providing the Service; and
- (4)** demonstrating that any expenditure that has been avoided by the Provider has been taken into account in the Provider's proposals for amending the Service Charge.

71.5 Any change to the Service Charge, or relief from the Provider's obligations, which is agreed by the Parties pursuant to this section 71 shall be documented and implemented by the Parties via a Variation in accordance with section 48.

SCHEDULE A
THE SERVICE SPECIFICATION

Staffordshire County Council

Joint Commissioning Unit

SERVICE SPECIFICATION

for

an Adult Mental Health Employment Service

in the County of Staffordshire

A1. INTRODUCTION

A1.1 This Schedule A specifies the requirements with which the Provider must comply in the provision of the Service to Service Users in the Contract Area. It should be read in conjunction with the Conditions of Contract and the other Schedules.

A1.2 The Provider shall provide the Service in accordance with:

- (1) the Service Specification;
- (2) its Business Plan (subject however to the overriding requirements of the Service Specification and also to any amendments to the Business Plan which are agreed in writing between the Parties from time to time);
- (3) the capacity and in the manner which are described in the Service Specification and the Business Plan throughout the Contract Period;
- (4) the individual requirements of each service user's Work Star action plan.

Philosophy of the Service

A1.3 The Parties agree and confirm that everyone who experiences mental health problems has the right to individually tailored support to obtain employment (or to develop self-employment) that matches their preferences, their strengths and their needs.

A1.4 The Provider shall work in partnership with local agencies and groups in the Contract Area to expand opportunities for Service Users, encouraging Service Users to achieve their full potential and supporting individual Service Users to gain sustainable employment.

A1.5 The Provider shall ensure that the provision of the Service is underpinned by the philosophies of recovery and social inclusion.

Key Principles – Individual Placement and Support

A1.6 The Provider shall deliver the Service in accordance with the key principles of the evidence based Individual Placement and Support (IPS) approach to vocational services. The key principles are:

- (1) a focus on paid employment with a primary goal of paid employment in Integrated Work Settings;
- (2) eligibility is based on each Eligible Adult's individual preferences and anyone who chooses to work is given the help to do so;
- (3) programmes involve rapid job search and minimal pre-vocational training;
- (4) vocational programmes are integrated into the work of Mental Health Clinical Teams;
- (5) attention to each Service User's individual preferences and choice is important;

- (6)** there is availability of time-unlimited employment support and this is tailored to each Service User's individual needs;
- (7)** support to access benefits advice is provided to help Service Users to maximise their in-work welfare benefits;
- (8)** the Service is available to 'early referrals' to Eligible Adults who are newly unwell and signed off work to retain employment;
- (9)** the Service responds to each Service User's individual preference and strengths and encourages each Service User to be active in planning their own work placements and job search activities;
- (10)** the Service is provided to everyone who needs it, regardless of, but responsive to, ethnicity, gender, sexual orientation, religion, past history, level of disability or diagnosis;
- (11)** the Service seeks to provide a service for Eligible Adults with challenging behaviours, including those with forensic history, personality disorder and those with drug/alcohol dependency problems;
- (12)** Service Users are considered full and equal partners in the running of the Service. Service Users receive support to participate in the planning, delivery, monitoring and evaluation of the Service.

The Council's Vision

A1.7 The Council's vision for the Service is the provision of a mental health employment service which delivers hope and optimism in its support to Service Users who have experienced serious mental health problems. The Provider therefore shall ensure that the Service is an integral part of a wider range of resources, including (but not limited to):

- (1)** information;
- (2)** advice;
- (3)** supportive signposting;
- (4)** support services (e.g. advocacy, etc.);
- (5)** evidence-based interventions in vocational services;
- (6)** personal support;
- (7)** faith and cultural support;
- (8)** arts and cultural activities;
- (9)** positive social networks;
- (10)** leisure opportunities,
- (11)** education opportunities;
- (12)** volunteering opportunities;
- (13)** employment opportunities.

Objectives of the Service

A1.8 The objectives of the Service are:

- (1) to enable Service Users to formulate, achieve and sustain their vocational goals, in a supportive and empowering environment;
- (2) to support Service Users to gain and retain quality, sustainable employment;
- (3) to offer support in order for Service Users to develop their skills and gain new ones in line with their interests, through vocational training and practical work experiences as part of a range of stepping stones to employment;
- (4) to ensure that early Referrals to the Service are assisted to retain their employment (e.g. through being supported to negotiate reasonable adjustments under the Equality Act 2010 with their employer);
- (5) to provide, directly or through partner organisations, careers advice and accurate benefits information to enable Service Users to make informed decisions around taking up and keeping in employment;
- (6) to support the establishment and working of Peer Support group(s);
- (7) to challenge the low expectations about, and raise awareness of, the employability of people who have experienced mental health problems;
- (8) to allocate a named Mental Health Employment Adviser for each Mental Health Clinical Team;
- (9) to act as one of the key links between mental health and employment providers;
- (10) to provide employment advice to Care Co-ordinators, employers and other interested parties where necessary;
- (11) to utilise local resources e.g. Learn Direct, employment agencies, Jobcentre Plus, Citizen's Advice Bureau;
- (12) to work as an integral part of the Mental Health Clinical Teams;
- (13) to give information to Service Users on the range of benefits, e.g. in work benefits, permitted work and to support Service Users to access specialist advice.

Co-Production and Service User Involvement

A1.9 The Parties acknowledge and agree that gaining the perspective of Service Users is essential to achieving the objectives of the Service. Therefore, the Provider shall ensure that:

- (1) Service Users are represented and play an active role in consultation, service planning and delivery;

(2) it adopts the model of Co-Production whereby the Service is planned and delivered in mutually beneficial ways that acknowledge and reward local 'lay' experience while continuing to value professional expertise;

(3) Service Users are regarded as an asset and encouraged to work alongside professionals as partners in the delivery of the Service;

(4) the Service is operated and provided in a way which requires professionals and service managers to move out of traditional roles as 'experts' and 'providers' into partnership models that work with 'clients' and 'communities' in order to enable them to find a solution together;

(5) it adopts and employs approaches that build on and/or strengthen social networks and in turn motivate Service Users to learn about and exercise their powers and their responsibilities as citizens and thereby achieve real and lasting changes;

(6) it engages with Service User networks of friends and families;

(7) it develops and uses service specific measures to ensure Service User involvement.

A1.10 The Provider shall:

(1) provide the Service across the Contract Area as a key part of the Commissioners' service response to addressing mental health needs and the Commissioners' strategic priorities;

(2) ensure that the Service is accessible to all people who fulfil the eligibility criteria which are set out in section A4;

(3) deliver the Service whilst people with mental health needs who were accessing services existing immediately prior to the Start Date are reviewed for the level of support they require and, where appropriate, transferred on to a Personal Budget, or direct payment, or signposted to another service.

Standards and Best Practice

A1.11 The Provider shall meet any nationally recognised standards which may be introduced by the Regulatory Bodies and apply to the Service from time to time during the Contract Period.

A1.12 The Provider shall also participate in local, regional and national fora relevant to the Service in order to ensure organisational learning from developing practice and networks for sharing innovation.

A1.13 The Provider shall ensure that its Staff contribute to the ongoing assessment and review of CPA care plans.

A2. SERVICE DELIVERY

Physical Environment

A2.1 The Provider shall ensure that Mental Health Employment Advisers work in a peripatetic manner to deliver employment support, meeting Service Users in drop-ins, the workplace or any venue appropriate for client and adviser.

Service Users' Vocational Needs

A2.2 The Provider shall provide the Service in a manner which meets the vocational needs of Service Users and therefore shall ensure that:

- (1) Service Users are able to choose the types, pace and direction of the employment support they receive from the Service;
- (2) each Service User has a named Mental Health Employment Adviser as their key point of contact throughout the job search process and continuing in work support;
- (3) each Service User receives as much employment support as necessary (and no more) to achieve their employment goals, including on-going support once employment has been gained;
- (4) personal profiling is undertaken of each Service User's strengths, skills, past education and training, aspirations and employment support needs;
- (5) time limited work experience/preparation is provided to Service Users where needed as part of an individual return to work plan;
- (6) a rapid job search in respect of each Service User is carried out for competitive employment in Integrated Work Settings;
- (7) ongoing, time unlimited and flexible employment support appropriate to each individual Service User is provided;
- (8) timely, accurate and up-to-date welfare benefits advice and guidance is given to Service Users.

A2.3 The Provider shall develop a full range of employment opportunities, full-time, part-time, permitted earnings, benefits disregard, self-employment, permanent and temporary.

A2.4 The Provider shall develop close and integrated working with relevant Mental Health Clinical Teams to ensure common purpose and continuity of support. .

A2.5 The Provider shall ensure that its Mental Health Employment Advisers:

- (1) provide expert advice and support to Care Co-ordinators to enable them to facilitate their clients in moving towards vocational goals;

(2) work closely with Clinical Vocational Leads (i.e. community team members who provide a clinical perspective on vocational rehabilitation, offering advice and guidance on vocational matters to other team members, and providing brief interventions that help Service Users achieve their vocational preferences and choice);

(3) work as part of an 'employment team' and receive on going training, development and supervision tailored to the Service;

(4) promote partnership working with JobCentre Plus and other relevant service providers.

Level of Service Provision – Mental Health Employment Advisers

A2.6 The Provider shall ensure that each whole time equivalent Mental Health Employment Adviser:

(1) has an active caseload of no more than twenty-five (25) Service Users at any one time;

(2) provides a monitoring and support service (where appropriate) for an additional ten (10) Service Users who are employed within permitted work conditions;

(3) provides employment support to no less than fifty (50) Service Users over the course of a Year;

(4) provides expert advice and support to all Care Co-ordinators within the Mental Health Clinical Team to which they are allocated.

Partnership Working

A2.7 The Provider shall ensure that it, and its Mental Health Employment Advisers, take a partnership approach with other local agencies to provide a high quality of Service to Service Users.

The Work Star

A2.8 The Provider shall adopt and employ the Work Star in relation to the Service and shall therefore use the Work Star as a tool to ensure that its provision of the Service focuses on the following seven (7) core outcome areas:

(1) challenges;

(2) job-specific skills;

(3) stability;

(4) job search skills;

(5) basic skills;

(6) aspiration and motivation;

(7) social skills for work.

A2.9 For the purposes of the Service, the Work Star shall not be viewed as separate from the CPA but shall be used as a tool to help to inform and enrich the CPA process as Eligible Adults engage with the Service, and therefore the Provider shall work with the Council to ensure that the Work Star is an element of the CPA.

A2.10 The Provider shall offer the Work Star to each Service User as part of their employment support planning, and shall give consideration to how this should be done taking into account the wishes of each Service User in question. Therefore, the Provider shall:

(1) give each Service User the opportunity to fill in the Work Star themselves;

(2) when the opportunity to fill in the Work Star is not taken up by the Service User in question, ensure that the Service User's Mental Health Employment Adviser fills in the Work Star in discussion with the Service User in question.

A2.11 The Provider shall ensure that the Mental Health Employment Advisers establish a good rapport with the Service Users to whom they are assigned to provide employment support and engage Service Users in the logic of the Work Star model before any review/assessment commences.

Review/Assessment of Service Users

A2.12 The Provider shall carry out regular reviews/assessments of each Service User which shall take place at least once every six (6) weeks whilst they are accessing the Service.

Provision of Employment Support to Individual Service Users

A2.13 The Provider shall provide employment support to each Service User in order to achieve the goals which are set out in their individual Work Star action plan. If the Provider and the Service User in question agree that the goals have been achieved, then the Service User shall by mutual agreement be discharged from the Service.

A2.14 The Service shall work as an integral part of any existing care pathways and plans for each individual Service User.

Promotion of the Service

A2.15 The Provider shall work in partnership with the Council and its fellow Commissioners and all other stakeholders to actively promote the Service and raise their profile across the Contract Area.

A2.16 The Provider shall ensure that:

(1) basic introductory information is accessible to all Eligible Adults who may wish to access the Service;

(2) Eligible Adults are given every opportunity to find out about the Service in order to make informed decisions about using the Service;

(3) information about the Service is accessible and available on-line and in printed media as well as other formats accessible to people with sensory impairment and/or languages other than English;

(4) all written communications to Service Users clearly indicates that the Service are funded by the Council and its fellow Commissioners.

A2.17 During the period of time from the Commencement Date up to the Start Date, the Provider shall make all efforts to ensure that any Eligible Adult is aware of the new provision of Service to which they may be entitled. During this transitional period the Provider shall work closely with the Council and outgoing providers, as appropriate.

A2.18 The name and branding of any element of service provision comprised within the Service shall be agreed between the Provider, the Council and its fellow Commissioners, and the Service Users as soon as possible after the Start Date.

Premises and Venues

A2.19 The Provider shall:

(1) operate the Service from the premises which are specified in the Business Plan as its central administrative base;

(2) use the premises and any other venues which are identified by the Provider in its Business Plan to provide building based employment support to Service Users;

A2.20 In addition to the premises and any other venues which are used to provide building based employment support in accordance with clause A2.19, the Provider shall also ensure that the Service is available on a flexible basis in other premises within the Contract Area which are linked to local community resources (e.g. libraries, community centres, neighbourhood offices, health and well-being centres).

A2.21 The Provider shall:

(1) ensure that each Service User's experience is welcoming and supportive when joining the Service;

(2) ensure that Service Users are treated with dignity and respect at all times;

(3) support Service Users to identify personal goals as part of the assessment process on entering the Service;

(4) support people to realise their aspirations and work on their own individual goals and to achieve the goals agreed in their individual Work Star action plan;

(5) recognise each Service User's right to take risks in order to extend opportunities and shall ensure that Service Users are able to choose the risks they want to take and are given Support to understand the full implications of their choices, in line with the MCA 2005;

(6) develop links, pathways and protocols with all relevant services;

(7) provide support to help Service Users access local Mainstream Services and agencies;

(8) provide advice/guidance, information and signposting;

(9) provide access to more safe space opportunities designed to promote recovery and facilitate access to mainstream resources;

(10) develop a range of resources lead by Service Users to aid personal recovery and to promote mental well being in the community.

Service Users' Communication Needs

A2.22 The Provider shall ensure services, aids and equipment are available to assist each Service User's individual communication needs and shall use every effort to try various methods of communication (e.g. flash cards, etc.) with those Service Users who find it difficult to verbalise their needs because of mental illness/and or communication difficulties.

A3. STRATEGIC PURPOSE, INTENDED GENERAL OUTCOMES AND KEY INDIVIDUAL SERVICE OUTCOMES

Strategic Purpose of the Service

A3.1 The strategic purpose of the Service is to support the Council and its fellow Commissioners to meet the recommendations for services set out in the DWP White Paper 'Raising Expectations' and to support citizens to achieve the outcomes set out in the White Paper 'Our Health Our Care our Say' (2006) and in the NHS White Paper 'Equity and Excellence – Liberating the NHS' (2010).

A3.2 Therefore the Provider shall ensure that the provision of the Service is outcome-driven, with the aim of supporting the development of greater independence and recovery for Service Users. The Parties agree that Service User-focused outcome measures are key to the successful implementation of the Service and the effective demonstration of high quality delivery.

A3.3 The Provider shall co-operate with the Council, its fellow Commissioners and the Service Users in order to ensure a move towards an outcome-based and personalised approach to the provision of the Service

Outcomes

A3.4 The Provider shall provide the Service in order to achieve the Outcomes which are set out in the Outcomes Framework.

A4. STAFFING REQUIREMENTS

A4.1 The Provider shall ensure that it complies at all times throughout the Contract Period with its staffing profile contained within the Business Plan.

Operational Manager

A4.2 The Provider shall employ and deploy a suitably qualified and experienced person to act as the Operational Manager with whom officers of the Council and its fellow Commissioners can liaise.

Mental Health Employment Advisers

A4.3 The Provider shall employ and deploy sufficient Mental Health Employment Advisers to meet the requirements of A2.6 and in accordance with its Business Plan to:

- (1) manage a caseload of Service Users and support them to retain their jobs or support them into new employment by:
 - (a) identifying the intervention and support required;
 - (b) using the Work Star to create an action plan with the individual;
 - (c) liaising closely with referrer to secure relevant information;
 - (d) making referrals to outside agencies where appropriate;
 - (e) providing advice to each Service User and, where appropriate, the employer relevant to that intervention and support;
 - (f) liaising with the employer of each Service User to ensure that they return to their current job and or gain new employment within their existing organisation;
 - (g) providing advice and guidance to employers where appropriate;
 - (h) assessing appropriate support to Service Users when back in employment that may include return to work benefits, travel work issues, time-management, coping strategies and work life routine.
- (2) to support the establishment and working of Peer Support group(s);
- (3) to act as advocates with existing employers when requested by Service Users and provide work-based support;
- (4) to support Service Users with relevant employment issues and legislation;
- (5) to advise employers of relevant employment issues and legislation;
- (6) to work flexibly, including working out of hours, across venues and peripatetically;
- (7) to support and advise Service Users and employers on how to best manage mental health in the workplace;
- (8) to advise participants on using back to work benefits and to liaise with the appropriate agencies when necessary;

(9) to hold employment and vocational focussed development sessions in partnership with employers and external agencies, where appropriate.

A4.4 The Provider shall ensure that each Mental Health Employment Adviser:

(1) has a working knowledge of the local labour market, Job Centre Plus provision, primary care provision and available community resources;

(2) recognises barriers to job retention and employment, identifying and demonstrating solution-focussed skills.

A5. ELIGIBILITY CRITERIA AND REFERRAL PATHWAYS

Eligibility

A5.1 Subject to paragraph A5.2, a person shall only be entitled to access the Service and shall therefore constitute an Eligible Adult for the purposes of this Contract, if they comply with the following criteria:

(1) they are over sixteen (16) years of age, and;

(2) they have substantial, and functional, mental health needs, and;

(3) they are permanently or ordinarily resident in the Contract Area; or


(4) they are registered with a general practitioner within the Contract Area.

Referrals


A5.2 The Provider shall work with the Council, its fellow Commissioners and the Community Mental Health Teams to develop and agree referral pathways and response times as soon as possible following the date of the formation of this Contract and thereafter shall comply at all times with the agreed referral pathways and response times with effect from the Start Date and thereafter throughout the remainder of the Contract Period.

A5.3 The Council anticipates that approximately 75% of Service Users will be subject to the CPA process. The remaining 25% of Service Users will comprise self-referrals and referrals via GPs, Jobcentre Plus, voluntary sector organisations and other health professionals, of people with an identified mental health problem.

Service Specification – Appendix A1 The Work Star



Outcomes
Star

Star Chart 

Work Star

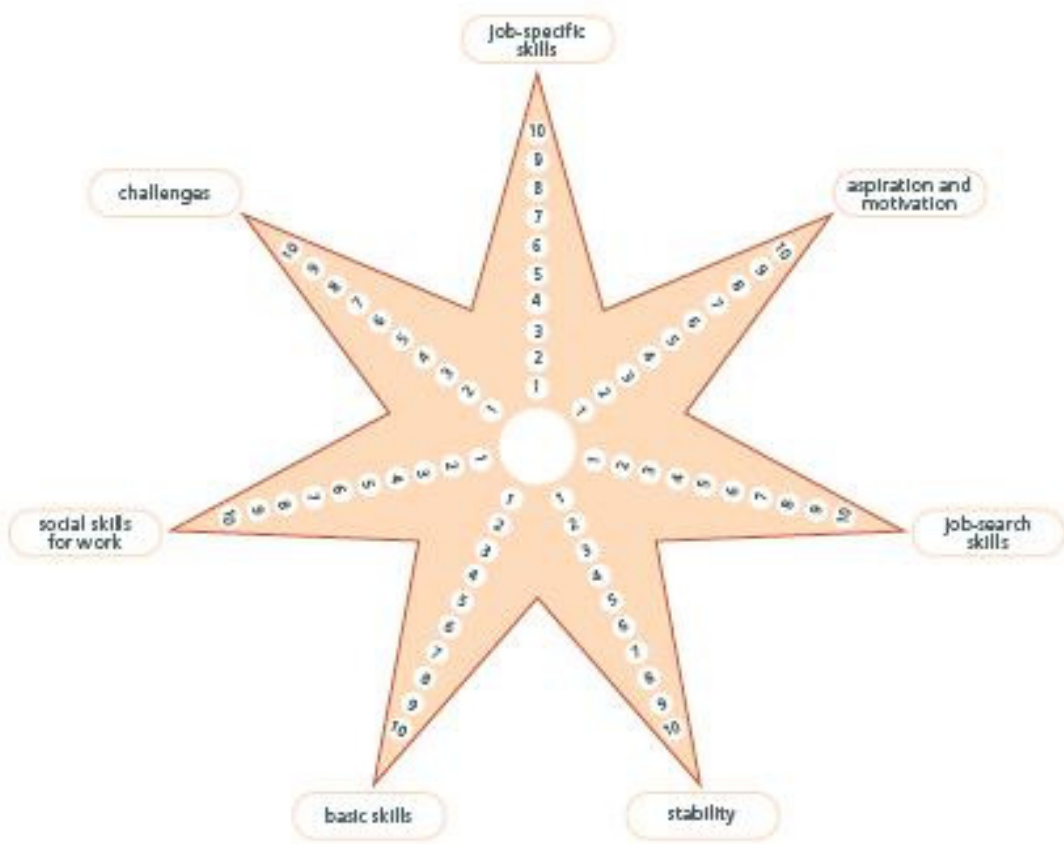
The Outcomes Star for work and learning

Client


Assessment Review Retrospective

Date of completion

Completed by Worker and client
 Worker alone
 Client



Client: I was involved in completing this Star Chart



Outcomes
Star

Work Star © Triangle Consulting | www.outcomesstar.org.uk

Page 1

Star Notes

Job-specific Skills

Aspiration and Motivation e.g. knowing what work you want to do

Job- Search Skills e.g. researching options, CV, Interview skills

Stability e.g. housing or other issues

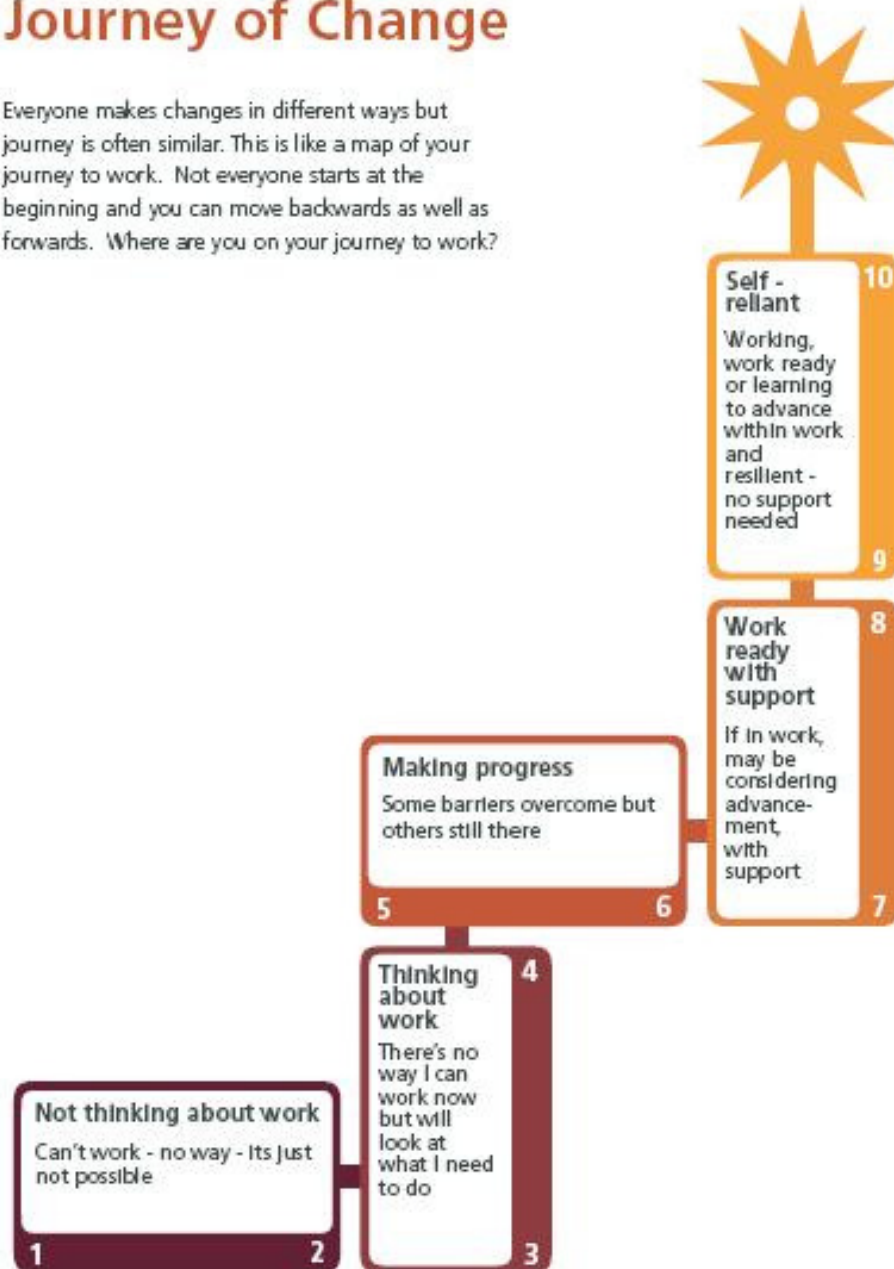
Basic Skills e.g. IT, English, numeracy and literacy

Social skills for work

Challenges

Journey of Change

Everyone makes changes in different ways but journey is often similar. This is like a map of your journey to work. Not everyone starts at the beginning and you can move backwards as well as forwards. Where are you on your journey to work?



Action Plan

Priority area from Star	Current score	Next steps	By who?	By when? (date)	Completed (date)

Signatures:

Service user

Date DD/MM/YY

Staff

Date DD/MM/YY

Other agency / advocate

Date DD/MM/YY

Staff

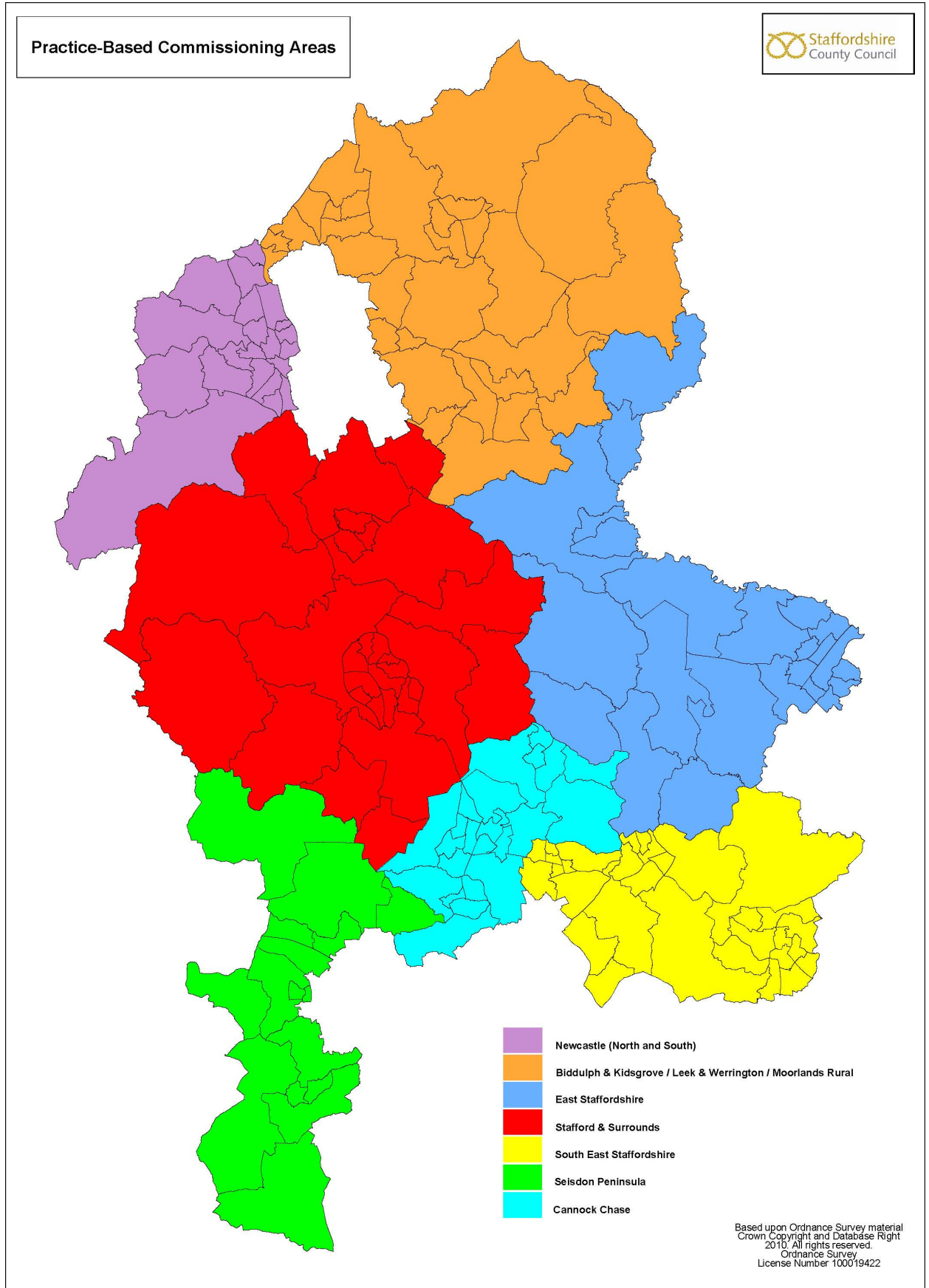
Date DD/MM/YY



Detailed information about the Work Star, and copies of the tool can be found at the following web address <http://www.outcomesstar.org.uk/mental-health>

Schedule A - Appendix A2

The Map – Practice Based Commissioning Areas



The following list details the wards which fall within the seven (7) Practice-Based Commissioning Areas

Newcastle – North and South

Audley and Bignall End Ward	Madeley Ward
Bradwell Ward	May Bank Ward
Butt Lane Ward	Porthill Ward
Chesterton Ward	Seabridge Ward
Clayton Ward	Silverdale and Parksite Ward
Cross Heath Ward	Talke Ward
Halmerend Ward	Thistleberry Ward
Holditch Ward	Town Ward
Keele Ward	Westlands Ward
Knutton and Silverdale Ward	Wolstanton Ward
Loggerheads and Whitmore Ward	

Biddulph & Kidsgrove, Leek & Werrington, Moorlands Rural

Alton Ward	Churnet Ward
Bagnall and Stanley Ward*	Dane Ward
Biddulph East Ward	Forsbrook Ward
Biddulph Moor Ward	Hamps Valley Ward
Biddulph North Ward	Horton Ward
Biddulph South Ward	Ipstones Ward
Biddulph West Ward	Kidsgrove Ward
Brown Edge and Endon Ward*	Leek East Ward
Caverswall Ward*	Leek North Ward
Cellarhead Ward	Leek South Ward
Cheadle North East Ward	Leek West Ward
Cheadle South East Ward	Manifold Ward
Cheadle West Ward	Newchapel Ward
Checkley Ward	Ravenscliffe Ward
Cheddleton Ward	Werrington Ward

(**Note:** *these three wards fall within the catchment area of Stoke Primary Care Trust)

Stafford and Surrounds

Barlaston and Oulton Ward	Milford Ward
Baswich Ward	Milwich Ward
Chartley Ward	Penkridge North East & Acton Trussell Ward
Church Eaton Ward	Penkridge South East Ward
Common Ward	Penkridge West Ward
Coton Ward	Penkside Ward
Eccleshall Ward	Rowley Ward
Forebridge Ward	Seighford Ward
Fulford Ward	St. Michael's Ward
Gnosall and Woodseaves Ward	Stonefield and Christchurch Ward
Haywood and Hixon Ward	Swynnerton Ward
Highfields and Western Downs Ward	Tillington Ward
Holmcroft Ward	Walton Ward
Littleworth Ward	Weeping Cross Ward
Manor Ward	

Cannock Chase

Armitage with Handsacre Ward
Brereton and Ravenhill Ward
Cannock East Ward
Cannock North Ward
Cannock South Ward
Cannock West Ward
Cheslyn Hay North and Saredon Ward
Cheslyn Hay South Ward
Essington Ward
Etching Hill and The Heath Ward
Great Wyrley Landywood Ward
Great Wyrley Town Ward

Hagley Ward
Hawks Green Ward
Heath Hayes East and Wimblebury Ward
Hednesford Green Heath Ward
Hednesford North Ward
Hednesford South Ward
Huntington and Hatherton Ward
Longdon Ward
Norton Canes Ward
Rawnsley Ward
Western Springs Ward

Seisdon Peninsula

Bilbrook Ward
Brewood and Coven Ward
Codsall North Ward
Codsall South Ward
Featherstone and Shareshill Ward
Himley and Swindon Ward
Kinver Ward
Pattingham and Patshull Ward

Perton Dippons Ward
Perton East Ward
Perton Lakeside Ward
Trysull and Seisdon Ward
Wheaton Aston, Bishopswood & Lapley Ward
Wombourne North & Lower Penn Ward
Wombourne South East Ward
Wombourne South West Ward

East Staffordshire

Abbey Ward
Alrewas and Fradley Ward
Anglesey Ward
Bagots Ward
Branston Ward
Brizlincote Ward
Burton Ward
Churnet Ward
Colton and Mavesyn Ridware Ward
Crown Ward
Eton Park Ward
Heath Ward

Horninglow Ward
King's Bromley Ward
Needwood Ward
Rolleston on Dove Ward
Shobnall Ward
Stapenhill Ward
Stretton Ward
Town Ward
Tutbury and Outwoods Ward
Weaver Ward
Winshill Ward
Yoxall Ward

South East Staffordshire

All Saints Ward
Amington Ward
Belgrave Ward
Bolehall Ward
Boley Park Ward
Boney Hay Ward
Bourne Vale Ward
Burntwood Central Ward
Castle Ward
Chadsmead Ward
Chase Terrace Ward
Chasetown Ward
Curborough Ward
Fazeley Ward
Glascote Ward
Hammerwich Ward

Highfield Ward
Leomansley Ward
Little Aston Ward
Mease and Tame Ward
Mercian Ward
Shenstone Ward
Spital Ward
St. John's Ward
Stonnall Ward
Stonydelph Ward
Stowe Ward
Summerfield Ward
Trinity Ward
Whittington Ward
Wilnecote Ward

Schedule A - Appendix A3

Training Requirements

Safeguarding

AA1.1 The Provider shall ensure that all Staff receive training relating to Adult Protection, the MCA 2005 and the Deprivation of Liberty Safeguards on a multi-agency basis, which training shall be refreshed every three (3) Years.

AA1.2 To facilitate the Provider's compliance with the requirements of clause A3.1, the Provider shall have the following options:

Option 1

(1) the Provider may use the training courses which are offered from time to time by the Council or by any other multi-agency partner;

Option 2

(2) the Provider may provide training within their own organisation by:

(a) identifying a person to train to become a trainer who will be required to:

(i) undergo a period of assessment by the Council or other relevant multi-agency partner;

(ii) commit to delivering the training from a standardised training pack and not alter it without the express consent of the Staffordshire & Stoke-on-Trent Adult Safeguarding Partnership (SSASP);

(iii) participate in two (2) multi-agency sessions per year as part of a multi-agency pool of trainers and receive an annual assessment of skills.

(b) ensuring that each training group is made up of a mix of Staff from different units (if any) and shifts;

(c) committing to participate in a review each Year of relevant training material;

(d) agreeing to maintain information about the numbers of Staff trained and provide evidence to the Council that training was delivered and evaluated (upon request by the Council).

Option 3

(3) the Provider may purchase training from an alternative source provided that the training programme to be delivered has received the prior ratification of a member of the SSASP;

Option 4

(4) if the Provider has difficulties in releasing Staff to attend the appropriate mandatory training sessions, then the Provider may use the SSASP's e-learning package.

AA1.3 The options for training which are specified in clause AA1.2 shall apply to the delivery of Safeguarding for Provider and Registered Managers and Adult Protection, MCA Act 2005 and Deprivation of Liberty Safeguards awareness sessions.

Other Required Training

AA1.4 The Provider shall (at its own expense):

(1) ensure that each member of Staff is provided with a comprehensive induction course during the first two (2) weeks of their employment, including a values base which incorporates the principles of Co-Production, recovery, social inclusion and Personalisation;

(2) ensure that its Staff use their training, skills and work experience to stimulate the Service Users physically and mentally;

(3) prepare, develop and implement an ongoing staff training policy and development programme to facilitate compliance with paragraph (5) of this paragraph and to attend to the progressive training needs of Staff groups and individual employees and also to encourage/assist its Staff to attend appropriate vocational courses and obtain appropriate professional qualifications;

(4) provide each member of Staff who has limited experience of working with adults who have mental health needs with opportunities to acquire appropriate knowledge and skills by implementing systems of shadowing and mentoring;

(5) use its best endeavours to ensure that each member of its Staff who is responsible for providing face to face support to any Service User acquires either the National Vocational Qualification level III or a higher qualification;

(6) ensure that each member of Staff who is responsible for providing face to face support is provided with effective training and guidance in relation to each of the following:

(a) confidentiality; (b) disability awareness;

(c) equal opportunities; (d) cultural awareness;

(e) anti-racist and anti-discriminatory practices;

(f) mental health awareness; (g) mental illness;

(h) mental health services;

(i) the Mental Capacity Act 2005 and the Deprivation of Liberty Safeguards;

- (j)** adult protection;
- (k)** the recognition and management of challenging behaviour;
- (l)** care co-ordination; **(m)** health and safety;
- (n)** personal safety; **(o)** customer care;
- (p)** information technology and the Provider's administrative systems;
- (q)** the management of risk; **(r)** IPS model of working;
- (s)** in-work benefits;
- (t)** working with employers, i.e., techniques for approaching employers, raising awareness of mental health.

SCHEDULE B

FINANCIAL PROVISIONS

Payment of the Start Up Costs

B1. As soon as practicable following the date of the formation of this Contract, the Council shall make a one-off lump sum payment to the Provider of an amount representing the total amount of the start up costs which are specified by the Provider in the table in paragraph T14 of the Tender, subject to:

(1) any agreement between the Parties (whether before or after the Commencement Date) with regard to the variation of the said sum;

(2) the Provider providing the Council (upon request) with appropriate copy documentation to satisfy the Council (acting reasonably) that the amount in question has actually been expended by the Provider in relation to the setting up of the Service;

(3) the Provider first providing the Council with an appropriate invoice for payment;

(4) the compliance by the Provider with the overriding requirements of clause 13.1.

The Service Charge

B2. In consideration of the provision of the Service the Council shall pay the Service Charge to the Provider.

Adjustment for Inflation

B3. This clause shall only apply if the Contract Period lasts for more than twelve (12) months from and including the Start Date. Therefore, if this clause applies, then in the final Quarter of the first Year of the Contract Period and at the equivalent time each Year thereafter (if any) the Council shall undertake a review to determine whether there should be any adjustment to the Service Charge to take account of the effects of inflation. In determining whether or not there should be any such adjustment, the Council shall take account of any changes in its financial resources for the purchase of the Service and also more generally for the purchase of social care services for adult clients of Social Care and Health. The Council shall use its reasonable endeavours to announce the outcome of each such review to the Provider at least one (1) month before any resulting adjustment is due to take effect. Any price changes which are announced by the Council pursuant to a review under this clause shall take effect from the commencement of the Year immediately following the review in question, so that the first adjustment to the Service Charge under this clause (if any) shall take effect on 1 April 2012 and subsequent equivalent price adjustments (if any) shall take effect on the anniversary of this date each Year throughout the remainder of the Contract Period.

Administration of Payments

B4. The Council shall pay the Service Charge (and all other sums which from time to time become due to the Provider from the Council under this Contract) to the Provider by equal quarterly instalments in arrears on the usual Quarter Days in each Year (subject to paragraph B5).

Invoices

B5. The Provider shall provide the Council with a separate invoice for each quarterly instalment of the service charge and any VAT thereon at least twenty (20) working days prior to the date upon which the Council is obliged to pay the Provider pursuant to paragraph B4 and therefore if the Provider fails to submit any invoice to the Council on time, then the Council shall be entitled to pay the invoice in question within twenty (20) working days of receiving the same from the Provider (provided that the amounts thereon are properly payable).

Charges, Loans, Gifts etc

B6. Subject only to clause B7, the Provider shall:

(1) not make any charge whatsoever to any Service User (or any carer) for the provision of their support (subject to any express provision of this Contract to the contrary);

(2) not accept or procure any bequest, or loan, or gift of property, or gratuity, or reward, or other financial or material benefit of any kind from any Service User (or their carers or relatives), or their estate;

(3) ensure that its Staff do not at any time accept or procure any bequest, or loan, or gift of property, or gratuity, or reward, or any other financial or material benefit from any Service User (or any carer) or their estate, provided that this provision shall not prohibit one off gifts by Service Users or their carers to Staff which are either, of no intrinsic value, or which have a value of not more than twenty pounds (£20.00).

B7. Clause B6 shall not prohibit bona fide charitable donations to enable the Provider to pursue its charitable purposes (if applicable). However the Provider shall keep up to date records of any such donations and shall make such records available for inspection by the Council upon request.

Overheads

B8. The Provider acknowledges that the payment of the Service Charge to the Provider by the Council is to cover all overheads incurred (or to be incurred) by the Provider in complying with the provisions of this Contract and therefore no other sum shall be payable by the Council for the Service unless either, expressly provided for under this Contract, or otherwise agreed in writing by the Council (at the Council's absolute discretion).

Agency/Sub-Contractor's Fees

B9. If the Council gives its written consent to the Provider pursuant to clause 45.1, to enable the Provider to either employ agency personnel to supplement its Staff, or to provide part of the Service via a sub-contractor, then the onus for the payment of any related costs or fees which are consequentially incurred shall lie entirely with the Provider. Therefore there shall be no alteration to the Service Charge, as a consequence of the circumstances which are referred to in this clause, unless the Council (in its absolute discretion) specifically agrees in writing to the contrary.

Termination of Central Government Funding

B10. Clause B13 shall apply (notwithstanding any provisions to the contrary contained in this Contract) if all or any funding or payments which are to be provided or made by the Council pursuant to this Contract are either:

(1) dependent (directly or indirectly) upon receipt or availability of, or continued receipt or availability of finance from central government, and such finance ceases to be available to or receivable by the Council; or

(2) become limited or no longer payable in the same amounts to the Council or at all by reason of central government impositions.

Financing of the Service Charge

B11. The Service Charge will be met by the Council, South Staffordshire Primary Care Trust and NHS North Staffordshire. Payments of their contributions by South Staffordshire Primary Care Trust and NHS North Staffordshire towards the Service Charge are made to the Council under the powers of Section 256 of the National Health Service Act 2006. The Provider recognises that the payment of the Service Charge is subject to the conclusion of Section 256 Agreements between the Council and each of the PCTs separately and to their continuation throughout the Contract Period.

B12. Clause B13 shall also apply (notwithstanding any provisions to the contrary contained in this Contract) if all or any the funding from the Council's fellow Commissioners either:

(1) ceases to be available to or receivable by the Council; or

(2) becomes limited or no longer payable in the same amounts to the Council or at all.

B13. If, this clause applies, then the succeeding sub-clauses of this clause shall also take effect:

(1) the Council shall no longer be bound or required to pay such funding or payments (at the absolute and unfettered discretion of the Council);

(2) it is acknowledged, understood and agreed by the Parties that insofar as may be permitted by law the Council shall not be in breach or default of its duties and obligations under this Contract and nor shall it be guilty of any tort, breach of statutory duty or other cause of action by reason of the implementation or impact of this provision;

(3) the Council shall have no indebtedness or liability whatsoever or howsoever, for any loss, damage, expense, action, claim or demand arising by reason of this clause taking effect.

B14. If clause B13 takes effect and the Council exercises its discretion under sub-clause B13(1) not to make any further payments to the Provider or be bound to pay the same, then the Council shall serve Notice on the Provider to that effect and with effect from the date of service of the said Notice the Council shall not be obliged to place any orders or accept any services from the Provider under this Contract and the Council shall only be obliged to pay the Provider for any services already delivered to or received by the Council on a quantum meruit basis, as determined by the Council (acting reasonably).

SCHEDULE C

THE AUTHORISED OFFICER AND THE CONTRACT MANAGER DETAILS

Authorised Officer

C1. The Council's Authorised Officer is:

[]

Address:

[]

For the attention of:

Tel: []

Fax: []

E-mail: []

Contract Manager

C2. The Provider's Contract Manager is:

[]

Address:

[]

For the attention of:

Tel: []

Fax: []

E-mail: []

C3. Either of the Parties may change its address for service by serving Notice of the change in question on the other Party.

SCHEDULE D

ARRANGEMENTS FOR DELIVERING AND MONITORING QUALITY AND PERFORMANCE

Performance Management

D1. The Provider's provision of the Service shall be continuously monitored by the Council. The Provider shall work in collaboration with the Council, its fellow Commissioners and Service Users to establish performance measures to evaluate progress against reaching the General Outcomes and the Key Individual Outcomes which are set out in the Outcomes Framework. The Parties acknowledge and agree that the aim of this approach to performance management is to maximise innovation and Service User involvement in the design and delivery of the Service, and may result in mutually agreed adjustment to activities within the Service in order to achieve the stated Service Outcomes. Any such adjustment to the Service shall be dealt with in accordance with the Variations provisions contained in section 48.

D2. In addition to achieving greater independence, recovery and improved social outcomes for Service Users, the performance management system shall also assess wider 'community-level' economic and environmental outcomes.

Outcomes Framework

D3. The Provider shall use the Outcomes Framework as the basis of the performance monitoring system:

- (1) to describe the logic of the provision of the Service, relating activities to outputs and outcomes, at both service level and community level;
- (2) to track financial and non-financial benefits during the Contract Period.

The Steering Group

D4. In order to promote good relations between the Parties and also to ensure the efficient targeting and operation of the Service throughout the Contract Period, the Provider shall operate a 'Steering Group' comprising:

- (1) representatives of the Provider, including the Operational Manager;
- (2) Service User representation;
- (3) representatives of the Joint Commissioning Unit;
- (4) at least one (1) representative from the local mental health provider trust;
- (5) a general practitioner from the Contract Area, or their representative;
- (6) such other persons as shall be agreed in writing between the parties from time to time.

D5. With effect from the Commencement Date and until such time as the Parties shall agree an alternative frequency, the Steering Group shall meet on a quarterly basis.

Steering Group Meeting Reports - Outputs

D6. The Provider shall be responsible (at its own expense) for preparing and circulating a detailed report for each Steering Group meeting which is convened pursuant to clause D5, in order to set out information in relation to the preceding period (or such other period of time as shall be agreed between the Parties pursuant to paragraph D5). The content of the report will be agreed with the Council and its fellow Commissioners following the award of the Contract, and will be subject to review by the Council from time to time during the Contract Period. However, each report with effect from the Start Date shall include the new Referrals characteristics which are set out in clause D7.

New Referral Characteristics

D7. The new Referrals characteristics are:

- (1) age (e.g. 16-35, 36-50, 51-65);
- (2) gender;
- (3) ethnicity;
- (4) educational level NVQ level 2 or above;
- (5) current employment status (as defined by Public Service Agreement PSA 16);
- (6) in contact with specialist mental health services at time of referral;
- (7) recency of any kind of paid employment (e.g. <than 6mths, 6mths-2yrs, 2-5yrs, >5yrs, never);
- (8) who have maintained any paid employment for more than one year in lifetime;
- (9) in receipt of employment-related, long-term benefits (e.g. Incapacity Benefit / Employment Support Allowance).

D8. The Provider shall be responsible for minuting all meetings which are held pursuant to this section and for circulating copies of the minutes to each of the participants promptly following each meeting.

Quality Monitoring Visits

D9. The Council shall conduct a Quality Monitoring Visit each Year at the Provider's office that serves the Contract Area, or more frequently as required under the provisions of this Schedule D. In circumstances where the Council:

- (1) has not received notification of any issues relating to the performance or quality of the Service, the date and time of the Quality Monitoring Visit will be agreed between the Parties (each acting reasonably and such agreement not to be unreasonably withheld or delayed);

(2) has received notification of issues relating to the performance or quality of the Service, the Council may (at its sole discretion and acting reasonably) instigate a Quality Monitoring Visit without prior notification to the Provider, provided that at the commencement of the Quality Monitoring Visit in question the Council provides details to the Provider of the issues which have been notified to the Council as aforesaid and the purpose for conducting the visit.

D10. The Provider shall act in good faith and make all reasonable efforts to cooperate with and facilitate the carrying out by the Council of each Quality Monitoring Visit and all consequential enquiries and activities which the Council considers necessary (acting reasonably) pursuant to the same.

D11. The Council shall use each Quality Monitoring Visit to assess the Provider against a number of areas relating to quality and performance, including the following:

- | | |
|------------------------------|---|
| (1) health and safety; | (2) confidentiality and data protection; |
| (3) policies and procedures; | (4) Mental Health Support Workers' files; |
| (5) Service User records; | (6) complaints management; |
| (7) support planning; | (8) adult protection and safeguarding. |

D12. The Quality Monitoring Visits may also include the review of any issues relating to the quality and performance of the Service that have been notified to the Council prior to the visit taking place.

D13. At the end of each Quality Monitoring Visit, the Council shall agree with the Provider any actions that are required to address immediate issues relating to, but not limited to, adult protection, Safeguarding or health and safety. The Council shall inform the Provider of the timescales within which these actions are required to be taken and the expected outcomes of the application of these actions and the Provider shall comply diligently with any such requirements at its own expense.

D14. The Council shall issue to the Provider a report detailing the full outcomes of each Quality Monitoring Visit within six (6) weeks of the visit taking place which report may include an 'action plan' detailing the actions, timescales and outcomes which have been agreed or set pursuant to clause D13.

D15. The Provider shall use its reasonable endeavours to carry out the actions identified in each Action Plan and shall engage with the Council on a regular basis in good faith to provide information about either the progress which it has made in achieving the identified outcomes, or any delays or other issues that have arisen that have impacted on its implementation of the Action Plan.

D16. If the Provider fails to carry out all or any part of any Action Plan then the Council may (at its sole discretion and acting reasonably) treat this as a Default.

Service User Satisfaction

D17. In order for the Council to ensure that the Provider is actively seeking customer feedback and to identify areas of good practice, the Provider shall conduct a Service User Satisfaction Survey every six (6) months.

D18. The format and method for conducting each Satisfaction Survey shall be at the discretion of the Provider, however, as a minimum, questions must cover the areas which are detailed in table 5 of the Outcomes Framework.

D19. As soon as practicable following the completion of each Satisfaction Survey and in any event within one (1) month of each completing each Satisfaction Survey, the Provider shall supply the Council with a report detailing the outcomes of the Satisfaction Survey in question. The Provider shall also make the report available to Service Users.

D20. The Provider shall permit the Council to use the information which is generated by the Satisfaction Surveys to assist it in future commissioning and procurement activities.

Contract Review Meetings

D21. The Provider shall meet with the Authorised Officer each Quarter, or more frequently as required by the Council, to carry out a Contract Review in order to review and discuss the Provider's performance of the Contract.

D22. Where the Council:

(1) has not received notification of any issues relating to the performance of the Contract, the date and time of the Contract Review will be agreed between the Parties (each acting reasonably and such agreement not to be unreasonably withheld or delayed);

(2) has received notification of issues relating to the performance of the Contract, the Council may (at its sole discretion and provided that it acts reasonably) require the Provider to attend a Contract Review meeting without prior notification and the Provider shall comply diligently with any such request.

D23. The Provider shall also attend additional meetings or events as and when requested to do so by the Council as part of any Contract Review (provided that it acts reasonably).

Schedule D: Appendix D1
Staffordshire Mental Health Employment Outcomes Framework

1. Employment	
Intended General Outcomes & Minimum Threshold Percentages (% of Service Users who have achieved the Key Individual Outcome Indicators)	Key Individual Outcomes Indicators
<ul style="list-style-type: none"> • Individuals raising their employability and being ready for work • Referred to employment support services • Entered paid employment Retained paid employment • Improved awareness of the employability of people with mental health needs • Increased awareness of mental health issues among local employers <p>(a), (b), (i), (k), (l) KPI 90% (c) to (h), (j), (m) KPI 95%</p>	(a) Supported to begin paid employment: Full Time (over 16 hours a week) and Part Time (5 -16 hours a week) (less than 5 hours a week)
	(b) Supported to retain employment at 3/6/9/12+ months
	(c) Supported to access job broker or other employment support service
	(d) Supported to access advice about employment issues
	(e) Number of people supported to develop CVs and/or interview skills
	(f) Supported to apply for paid employment
	(g) Supported to develop skills which increase their employability
	(h) Supported to attend a job interview
	(i) Supported to change to more suitable employment
	(j) Individuals including 'early referrals' at risk of losing their job supported to retain employment
	(k) Number of those supported to retain employment that were able to do so.
	(l) Supported to become self-employed
	(m) Supported to begin work experience or work placement

2 - Mental Health and Wellbeing	
Intended General Outcomes & Minimum Threshold Percentages (% of Service Users who have achieved the Key Individual Outcome Indicators)	Key Individual Outcomes Indicators
<ul style="list-style-type: none"> ▪ Improved quality of life, confidence and self-esteem ▪ Increased ability to manage own mental distress <p>(a) to (e) KPI 95%</p> <p>(f) KPI 90%</p>	(a) Supported to make changes leading to enhanced confidence and self-esteem
	(b) Supported to decrease reliance on mental health services
	(c) Supported to avoid the need for a hospital admission
	(d) Supported to assert needs with an employer/Jobcentre plus
	(e) Supported to be positively involved in decisions about their employment
	(f) Number of people supported to train as Peer support specialists.

3 - Independent living	
Intended General Outcomes & Minimum Threshold Percentages (% of Service Users who have achieved the Key Individual Outcome Indicators)	Key Individual Outcomes Indicators
<ul style="list-style-type: none"> • Living independently • Access to appropriate benefits / financial advice <p>(a) to (c) KPI 95%</p>	(a) Supported to resolve issues with employer or DWP
	(b) Supported to access advice regarding their finances, benefits or debts
	(c) Supported to access recovery based or Mainstream Services and/or use transport independently for work orientated activities

4 - Personalisation and Choice	
Intended General Outcomes & Minimum Threshold Percentages (% of Service Users who have achieved the Key Individual Outcome Indicators)	Key Individual Outcomes Indicators
<ul style="list-style-type: none"> • Service Users have maximum control of their own lives, • In receipt of direct payments • Service Users are empowered to have more say and control in all aspects of public life and participate as active and equal citizens • Service Users are supported to live independently, stay healthy and recover quickly <p>(a), (b) KPI 90% (c), (d), KPI 95%</p>	(a) Supported to access direct payments or personal budgets
	(b) Supported to begin using direct payments to fund employment support or improve employability
	(c) Supported to become more actively involved in decision making regarding their support
	(d) users have choice and control so that any support they need from the service fits the way they wish to live their lives.

5 - Service User Satisfaction	
Intended Outcomes & Minimum Threshold Percentages (% of Service Users who have achieved the Key Individual Outcome Indicators)	Key Individual Outcomes Indicators
<ul style="list-style-type: none"> • Service Users satisfied with the delivery and outcomes of the Service • Service Users reported that key outcomes 	(a) Service Users stated that the support they receive is responsive to their needs
	(b) Service User stated that the service helps them engage with their local community
	(c) Service User stated that the service enables them to achieve their personal goals
	(d) Service User stated that the service helps them manage their mental health needs

<p>have been achieved by the Service</p> <p>(a) to (k) KPI 95%</p>	(e) Service Users express a positive experience of using the Service
	(f) Service Users expressing that the support they receive meets their cultural needs
	(g) Service Users stating the Staff treat them with respect and dignity
	(h) Service Users stating that Staff help them to take control of their life
	(i) Service Users reporting they are treated as equal and expert partners
	(j) Service Users reporting they are trusted to make good decisions
	(k) Service Users expressing the quality and access to services offered is the same for them as everyone else in the Contract Area

6 - Service User Involvement	
Intended General Outcomes & Minimum Threshold Percentages (% of Service Users who have achieved the Key Individual Outcome Indicators)	Key Individual Outcomes Indicators
<ul style="list-style-type: none"> • Service Users involved in the design, delivery, management, review and development of services • Accessing peer support • <p>(a) to (f) KPI 95% (g) to (j) KPI 90%</p>	(a) Participating in peer run activities/groups/sessions taking place within the service
	(b) Involved in service design, delivery, management, review & development
	(c) Provided training for mental health service staff
	(d) Represented Service Users on the organisation's Board or equivalent
	(e) User led evaluations of services
	(f) Proportion of staff recruitment panels that involve Service Users
	(g) Proportion of Service Users employed in the Services
	(h) Service Users leading elements of service delivery
	(i) Supported to be involved in running a user led organisation
	(j) Service Users taking on a leadership role

7 – Diversity, Fair Access and Equality

Intended General Outcomes & Minimum Threshold Percentages (% of Service Users who have achieved the Key Individual Outcome Indicators)	Key Individual Outcomes Indicators
<ul style="list-style-type: none"> • Equality of access for all people with mental health problems • Services which specifically meet the needs of underrepresented groups <p>(a), (b), (c) KPI 95%</p>	(a) Balance of Service Users responds to the needs of local population in terms of: Age, Ethnicity, Gender
	(b) Number of Service Users supported to use mainstream organisations to meet their specific diverse needs
	(c) Balance of Service Users from across the geographical Contract Area

SCHEDULE E

THE CRIMINAL RECORDS BUREAU

The Criminal Records Bureau and Related Requirements

E1. The Provider shall (at its own expense) comply with the following requirements of this clause which shall (unless otherwise agreed in writing by the Council) apply to all Staff who are engaged by the Provider in either, the management of the Service, or the face to face delivery of Care to any of the Service Users, or who otherwise have access to personal information about any of the Service Users pursuant to the operation of the Contract:

(1) within ten (10) Working Days of being requested to do so by the Council, the Provider shall supply the Council with a list detailing the full names and addresses of all Staff to whom this clause applies;

(2) the Provider shall not permit any person to whom this clause applies to be engaged in the delivery of the Service at any time, unless the Provider has obtained the following disclosures in relation to each of the members of Staff in question (which in each case in relation to sub-clauses (a) and (b) respectively, must not either, have been undertaken more than six (6) months prior to commencement of their employment by the Provider, or have been undertaken more than three (3) years previously):

(a) a clear Enhanced Disclosure from the CRB;

(b) a disclosure from the CRB which confirms that the person in question is not included on ISA's Adults Barred List;

(c) a satisfactory certificate of good conduct (applicable to foreign nationals employed by the Provider).

(3) within (1) month of the date of the formation of this Contract (time being of the essence) the Provider shall also confirm in writing to the Authorised Officer that those members of Staff to whom this clause applies have secured the clearances specified in sub-clause E1(2);

(4) the Provider shall adhere to the 'Code of Practice and Explanatory Guide for Registered Persons and other recipients of Disclosure Information' which has been published by the CRB under Section 122 of the Police Act 1997;

(5) the Provider shall immediately serve Notice on the Authorised Officer in writing if, at any time during the Contract Period, it comes to the attention of the Provider that any member of Staff has been convicted of any criminal offence which has not previously been notified to the Council by the Provider at any time during the Contract Period.

E2. The Council reserves the right to verify the existence and/or substance of any CRB disclosure, or criminal record, or ISA disclosure, or certificate of good conduct, in relation to any member of Staff (in order to confirm the Provider's compliance with clause E1) and the Provider shall co-operate fully and promptly with the Council in good faith, to enable the Council to do this.

E3. Where either, it is established that any member of Staff has either, a criminal conviction, or a CRB or other disclosure, which raises concerns, then the Provider shall seek authorisation from the member of Staff in question to allow the details of their conviction/disclosure/certificate (as applicable) to be shared with the appropriate officers of the Council, to enable the Council to determine whether or not it is appropriate for that member of Staff to be engaged by the Provider in the provision of the Service.

E4. The Council reserves the right to serve Notice on the Provider at any time during the Contract Period in order to either refuse permission, or withhold permission, or revoke permission, for either the deployment, or the continued deployment, by the Provider of any member of Staff in relation to the provision of the Service, if in the opinion of the Council their deployment or continued deployment pursuant to this Contract would be undesirable (subject to clause E6).

E5. Any decision by the Council under clause E4 shall be final, conclusive and binding on the Provider and the Council shall not (unless it is willing to do so voluntarily, at its absolute discretion) be required, at any time, to disclose to the Provider the reasons for its decision (subject only to clause E6).

E6. The Council agrees not to act unreasonably or vexatiously in the application of clauses E2 and E4 respectively.

E7. The Provider shall pay and bear (upon demand) any costs which are incurred by the Council as a consequence of the Council issuing any Notice or instruction under this schedule (acting reasonably) or otherwise due to the making and implementation of any decision by the Council under this Schedule E.

SCHEDULE F

TUPE

F1. In circumstances where in pursuance of the formation of this Contract there is a transfer of Staff (“the Transferring Staff”) to the Provider to which TUPE applies, then the Provider shall comply with its obligations under TUPE and clauses F2 to F6 (inclusive) shall apply.

Contracts of Employment

F2. If TUPE applies in pursuance of the formation of this Contract, then the contracts of employment of the Transferring Staff shall transfer to the Provider on the Start Date.

F3. The Provider shall be responsible for all remuneration, benefits, entitlements and outgoings for the Transferring Staff and any other person who is or will be employed or engaged by the Provider in connection with the provision of the Service including, without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise from and including the Start Date.

F4. The Provider shall also comply with:

(1) the applicable requirements (if any) of the Code of Practice on Workforce Matters in Local Authority Service Contracts (as may be amended from time to time) which is set out in Annex D of the Office of Deputy Prime Minister Circular 03/2003;

(2) the applicable requirements (if any) of the Cabinet Office Code of Practice on Workforce Matters in Public Sector Service Contracts (March 2005) (as may be amended from time to time);

(3) the principles of the Cabinet Office Statement of practice on Staff Transfers in the Public Sector and its annex A Fair Deal for Staff Pensions.

F5. The Provider shall indemnify and keep indemnified in full the Council against any losses incurred by the Council in connection with or as a result of:

(1) any claim by any member of the Transferring Staff that any proposed or actual substantial change by the Provider (or any sub-contractor) to the relevant Transferring Staff’s working conditions or any proposed measures of the Provider (or any sub-contractor) are to that Transferring Staff’s detriment whether such claim arises before or after the Start Date;

(2) any claim arising out of misrepresentation or misstatement whether negligent or otherwise made by the Provider (or any sub-contractor) to the Transferring Staff or their representatives whether before or after the Start Date and whether liability for any such claim arises before or after the Start Date.

Pension Provision

F6. The Provider shall afford occupational pension rights to each of the Transferring Staff which comply with the requirements of the Transfer of Employment (Pension Protection) Regulations 2005 and shall pay and bear all associated costs.

Consultation by the Provider

F7. In circumstances where it is anticipated or apparent that there will be a transfer of staff to which TUPE applies (whether on the formation of this Contract, or immediately prior to the expiry or earlier termination of this Contract) then the Provider shall also be diligent and act in good faith to promptly carry out or facilitate any consultations with (without limitation) either, any relevant trade unions and/or elected employee representatives, or the transferring Staff themselves, that are required by either, TUPE (i.e. Regulation 13 of TUPE), or any other applicable Legislation, or otherwise as a matter of Law.

Application of TUPE on the Expiry of this Contract - Provision of Information by the Provider

F8. Clauses F9 and F10 shall apply if the Council is inviting or preparing to invite tenders or offers for a contract or contracts for any work or services which at any time form part of this Contract.

F9. If this clause applies, then at any time upon reasonable Notice from the Authorised Officer or (where the request is occasioned by the termination of the Contract) forthwith and in any event upon the day which shall be not less than three (3) months before the end of the Contract Period or within four (4) weeks of early termination of the Contract (subject in either case to any alternative minimum period which is specified by the Council, acting reasonably, by Notice to the Provider) the Provider shall:

(1) supply to the tenderers/pro prospective tenderers who have been identified to the Provider by a Notice from the Council ("the Transferee") with the information which is specified in sub-clause F10(2) (the "Information") about those Staff whose employment might reasonably be transferred to the Transferee (whether under TUPE or any other enactment) because their duties are wholly or mainly connected with the performance of the Provider's obligations under this Contract ("the TUPE Staff");

(2) immediately inform the Council in writing of either, any changes, or additions, which it is necessary to make to the Information to keep it accurate and up to date (following the initial supply of the Information to the Council by the Provider pursuant to this clause);

(3) use its reasonable endeavours to:

(a) clarify any matter upon which clarification is sought by the Council in relation to the Information;

(b) co-operate as fully as possible with any other reasonable request which is made to it by the Council in relation to the Information.

F10. If the Council makes a request in writing to the Provider pursuant to clause F9, then the Provider shall:

(1) supply the Information within either, such reasonable time as the Council shall specify in its discretion (acting reasonably) or otherwise within ten (10) Working Days of the date of the receipt by the Provider of the Council's written request under clause F9;

(2) provide the Council with full written details of the terms and conditions of employment of each member of the TUPE Staff, including (without prejudice to the generality of the foregoing) the following:

(a) their full name, address and contact telephone number;

(b) their date of birth and gender;

(c) their principal place of work;

(d) their length of continuous service;

(e) their relevant professional and/or vocational qualifications and relevant training received;

(f) their salary or rate of pay, frequency of payment and any outstanding pay changes which have been agreed but not implemented;

(g) their bonus schemes, performance related payments/schemes or other similar benefits;

(h) the principal provisions of any occupational pension scheme which any of the members of the TUPE Staff in question either, contribute to, or are members of, together also with:

(i) details of the respective rates of contribution to the pension scheme in question which are paid by each member of the TUPE Staff and the Provider (if any);

(ii) confirmation of whether or not that the pension scheme in question provides the relevant member of the TUPE Staff with the minimum standard of occupational pension entitlement that is required under the Transfer of Employment (Pension Protection) Regulations 2005.

(i) their redundancy entitlement;

(j) full details of the Provider's rights, powers, duties and liabilities which will (or are likely to) transfer to the Transferee in relation to the TUPE Staff.

(k) details of any disciplinary procedure which has been taken by the Provider against any member of the TUPE Staff;

(l) details of any grievance procedure which has been taken by any member of the TUPE Staff against the Provider;

(m) a summary of any court or tribunal case, or claim, or action:

(i) which has been brought by any member of the TUPE Staff against the Provider, within the previous two (2) years;

(ii) that the Provider has reasonable grounds to believe that any member of the TUPE Staff may bring against the Provider, arising out of their employment with the Provider.

(n) details of any collective agreement which will have effect in relation to each member of the TUPE Staff after their transfer to the Transferee;

(o) all other terms and conditions of employment of the TUPE Staff by the Provider.

Failure to Comply

F11. The Council may suspend all or part of any payment which is due to the Provider under this Contract (acting reasonably) if the Provider fails to fully comply with any of the requirements of clauses F9 and F10 (having due regard to the nature and circumstances of the breach).

Release of Information by the Council

F12. The Provider hereby authorises the Council to disclose the Information to any tenderer, or prospective tenderer for any work or services which are comprised in this Contract. However the Council shall, if requested by the Provider in writing and if practicable (but not otherwise) ensure that prior to such disclosure the tenderers or prospective tenderers in question undertake with the Council:

(1) to only disclose the Information either, to their duly authorised servants and agents in so far as this is reasonably necessary for the sole purposes of formulating their tender bids, or if required by Law to do so;

(2) to use the Information for the sole purpose of formulating their tender bids.

Indemnity – the Transferee

F13. If, on the expiry or earlier termination of this Contract for whatever reason, there is a transfer of Staff from the Provider to the Transferee pursuant to TUPE, then the Provider shall also indemnify the Transferee from and against any related legal liability which shall also transfer to the Transferee under TUPE in circumstances where the liability in question arose due to any act or omission which was committed by either the Provider or its Staff prior to the date upon which the transfer under TUPE takes effect.

Changes to Terms and Conditions

F14. The Provider undertakes to effect no changes in the numbers, identity, functions and terms and conditions of employment of Staff employed by the Provider in connection with the performance of the Contract during the last six (6) months of the Contract Period (without the Council's prior written consent (not to be unreasonably withheld or delayed)).