



Response to Request for Information

Reference FOI 061553
Date 10 June 2015

Independent Mental Health Advocacy Services

Request and response in 'blue':

- For your organisation, please send the contact details for your decision makers who assess IMHA services for suitability for procurement and the decision makers who procure IMHA services.
Kathy.roper@wolverhampton.gov.uk
- Please supply organisation names and contact information, including a named main organisational contact for all IMHA Service Providers procured, commissioned or spot purchased by your organisation in last 24 months. Please state the percentage each is of the whole of your IMHA service provision.
[Voiceability](#)
- Please list your current IMHA service providers
[Voiceability](#)
- Please state for each provider, how this service was commissioned; whether solely or jointly with NHS commissioners/stakeholders/ or others in agreement for purchasing IMHA services.
[Jointly with Sandwell, Walsall and Dudley](#)
- Process for commissioning IMHA services
Please supply the tender briefing documents, guidance and frameworks used to commission current IMHA services and successful tender proposals for IMHA services.
[See attached service specification and service agreement.](#)

[Please note that the name of individuals have been withheld under Section 40 \(2\) \(Personal Information\) of the Act. We are withholding this information as release could potentially identify individuals, third parties or personal information relating to an individual.](#)

[Section 40 \(2\) applies where disclosure of third party personal information would breach any of the Data Protection principles. The Council has a legal requirement under the Data Protection Act](#)

1998 ("DPA") to process personal data fairly and lawfully. The Council considers that releasing third party personal information would be unfair and as such a disclosure that would breach Principle One of the DPA.

- Please supply how many clients have made use of IMHA services in the last 12 month period of data available for 2014 – 2015
51
- Please supply data on the diagnoses of clients using IMHA services by percentage and in total numbers where available."
Data not collected

Wolverhampton City Council



CONTRACT TERMS AND CONDITIONS

FOR

BLACK COUNTRY INDEPENDENT MENTAL HEALTH ADVOCACY SERVICE

PROVIDER NAME	Voiceability
NAME OF SERVICE	Black Country Independent Mental Health Advocacy Service
CONTRACT NO.	MI03
DURATION OF CONTRACT	1 December 2012 to 30 November 2015 (with an option to extend for a further 12 months)

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(1) Contract Opening

This Contract is made between **WOLVERHAMPTON CITY COUNCIL** of Civic Centre St Peters Square Wolverhampton (the Council) of the one part and **VOICEABILITY** of **MOUNT PLEASANT HOUSE HUNTINGDON ROAD CAMBRIDGE** (the Provider) of the other part

- a) The Council wish to have performed the Service as set out in Schedule C (Service Specification) of this Contract
- b) The Provider shall provide the Service in accordance with and to the standard required by the provisions of this Contract
- c) This Contract as hereinafter defined is the sole Contract between The Council and the Provider for the provision of the Service specified herein No agreement whether written or oral and whether or not made after the execution of this Contract which purports in any way to modify alter or rescind any of the conditions of this Contract shall be valid or of any legal effect unless it is made strictly in all respects in accordance with the Conditions of this Contract The Provider warrants and acknowledges
 - (i) Its obligations to ensure that it complies with all current and future legislation which may affect its performance of this Contract
 - (ii) That it has satisfied itself fully as to all the Conditions risks obligations and other matters contained herein
 - (iii) That it has 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 to perform this Contract and that this Contract is executed by a duly authorised representative of the Provider

(2) Definitions and Interpretation

- a) The Contract will be made by the acceptance of a Tender in whole or in part and comprise the Tender as so accepted, Contract Conditions, Specification, and the Schedule(s). "The Provider" means the person, firm or Company whose Tender is accepted either in whole or in part by The Council.
- b) In this Contract save where the context otherwise requires the following terms and expressions shall have the meanings assigned to them below

Abuse (Adults)

Abuse is the violation of an individual's human and civil rights by another person or persons Abuse may consist of a single act or repeated acts It may be physical verbal or psychological It may be an act of neglect or an omission to act or it may occur when a vulnerable person is persuaded to enter into a financial or sexual transaction to which he or she has not consented or cannot consent Abuse can occur in any relationship and may result in significant harm to or exploitation of the person subjected to it

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Arbitrator	An individual who is appointed in accordance with Clause 22 (Disputes Resolution) to mediate between the Parties if they are in dispute
Authorised Officer	An officer of The Council with the authority to act on behalf of The Council
Breach	Any failure by Parties to carry out their obligations under the Terms and Conditions of this Contract
Commencement Date	The date indicated in Clause 3 (Duration of Contract) unless the Council notifies the Provider otherwise
Confidential Information	Information obtained from or relating to either of the Parties or their business or their affairs servants agents or employees
Contract Documentation	Comprises the Tender Documentation Contract Terms and Conditions Service Specification Service Delivery Plan Formal Variations Contract Extensions and any other document appended hereto as a Schedule to this Contract
Contract Review	A review of the Contract provided in accordance with Clause 12 (Contract Compliance Monitoring and Service Review)
Council	Wolverhampton City Council acting for itself or its partner agencies in respect of this Contract
Nominated Contact Person	The person/s representing each Party identified in Schedule G (Nominated Contacts)
Notifications	The formal written notification by one Party to the other of any circumstance requiring notification under Clause 16 (Notifications) and identified in Schedule I (Notifications)
Open Book Review	A review of the financial aspects relating to provision under this Contract
Parties	The Provider and The Council
Performance Indicators	Used to measure specific areas of Service provision and delivery as specified in Clause 12 (Contract Compliance Monitoring and Service Review)
Provider	The person or entity specified in Clause 1 (Contract Opening) of the Contract

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Regulatory Body	A Body which is established either by statute or in some other way and to whose regulatory powers either Party of this Contract is subject This does not include any body of voluntary membership
Safeguarding	The systems and processes in place to protect vulnerable children and adults from abuse harm and exploitation
Service Delivery Plan	Schedule D contained within this Contract that outlines the commitments and undertakings as detailed by the Provider and accepted by The Council and incorporated within the Terms and Conditions for the duration of the Contract
Service Specification	Schedule C contained within this Contract which details the description and standards of the Service to be provided
Service User	A person who receives the Service provided under this Contract
Suspension Notice	A notice The Council may serve on the Provider under Clause 17 (Non Performance and Suspension) which sets out details of the Service or any part thereof which is to be suspended whilst The Council carries out an investigation
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (including all the amendments made to these Regulations since 2006 which are still in force) and the Acquired Rights Directive under Clause 46 (Information and Re-tendering (TUPE))
Variation	A change to this Contract in accordance with Clause 9 (Variations to the Contract)
Value for Money (VfM)	The optimum combination of whole-life cost and quality (or fitness for purpose) to meet the requirements of this Contract
Vulnerable Adult	A person who is 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
Week	For contracting and accounting purposes a week commences on Monday and ends on Sunday
Whistle Blowing	The reporting or disclosing of any concern a person may have about suspected misconduct in connection with the Service
Wolverhampton Compact	A local agreement based upon the National Compact between the Statutory Sector and the Voluntary and Community Sector with the aim of ensuring that Parties work together within the frameworks set out in the Compact and its Codes of Practice

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- c) In the interpretation of this Contract the following provisions shall apply
 - i) Any reference to the singular shall include the plural and vice versa
 - ii) Any reference to the masculine gender shall include the feminine gender and vice versa
 - iii) Any reference to individuals shall include partnerships companies or corporations and vice versa

(3) Duration of Contract

- a) The Provider shall perform the Service in accordance with the provisions of this Contract for a period of **three** years commencing on the **First** day of **December** two thousand and **Twelve** and terminating on the **Thirtieth** day of **December** two thousand and **Fifteen** subject to Clause 4.d).i)
- b) The Parties may extend the duration of this Contract by up to a further **One** year period contingent upon
 - (i) The mutual agreement of the Parties
 - (ii) The Providers consistent Service delivery
 - (iii) Achievement of satisfactory monitoring reviews
 - (iv) Achievement of any performance criteria established under this Contract as appended hereto in Schedule C (Service Specification)
 - (v) The achievement and retention of any current or future statutory registration or other requirements
- c) This Contract may be terminated in accordance with Clause 4 (Termination)

(4) Termination

- a) Upon valid termination The Council shall only be liable to pay that part of the contract payment which may legitimately be apportioned up to the date of termination
- b) If this Contract or its application to a particular Service is terminated then the provisions of Clause 46 (Information and Re-tendering) shall apply

c) Termination by Notice Period

- i) This Contract or any part thereof may be terminated at any time by either party giving a minimum of six months notice in writing or such lesser period as may be agreed The notice period shall commence from the date of the written termination notice
- ii) This Contract may be terminated by The Council in the event that the ownership of the Provider changes The Provider shall give The Council a minimum of six months prior notice of such change in ownership and the Contract Conditions contained within 4.c).v) shall apply

- iii) This Contract may be terminated in whole or in part by The Council in respect of any change or variation of the registration certificate issued by any regulatory body (where such applies) The Provider shall give The Council a minimum of six months prior notice of its intentions to change the registration category and the Contract Conditions contained within 4.c).v) shall apply
- iv) Any changes in Government Legislation which affects the provision will be communicated to the Provider This may result in The Council giving a minimum of six months termination notice to the Provider
- v) During any period of notice the Parties shall co-operate to ensure that the best interests of any service user is safeguarded During this period The Council shall if required facilitate in consultation with the service user and/or their family or representative an alternative service In the event that an alternative service is found prior to the end of the notice period the Commissioner reserves the right in the best interests of the service user to move the service user to the alternative service prior to the end of this contract

d) Termination without Notice Period

- i) This Contract is contingent upon funding from government and The Council can in no way warrant represent or guarantee this funding In the event that the government withdraws funding The Council shall terminate this Contract in whole or in part immediately by serving written notice on the Provider
- ii) The Council may terminate this Contract in whole or in part immediately by serving written notice on the Provider if the Provider
 - (i) Introduces a variation to the contract, without written agreement from The Council
 - (ii) Causes any act or omission which after investigation is found to have been seriously and/or continuously prejudicial to the care and/or support and wellbeing of a service user
 - (iii) Knowingly employs and/or continues to employ any person who is or has been convicted of any offence which under the provisions of Legislation would prevent The Council from contracting with the Provider or maintaining any existing Contractual relationship
 - (iv) Approaches a service user or third party including families and/or carers to make any contribution financial or other towards the cost of the Service set out in Schedule C (Service Specification)
 - (iv) Is seriously or persistently in breach of their obligations under this Contract and/or fails to comply with a notice to remedy a breach within the specified time period
 - (v) Assigns any of its obligations under this Contract without the prior written consent of The Council except in accordance with Clause 30 (Assignment and sub-Contracting)

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- (vi) Or any of its employees commit an offence under the Prevention of Corruption Acts 1889 - 1916 or shall have given any fee or reward the receipt of which is an offence under section 117(3) of the Local Government Act 1972
 - (vii) Is issued with a notice from the Health and Safety Executive prohibiting it from operating
 - (viii) Fails to obtain maintain or comply with any required statutory registration or if any required statutory registration is cancelled or refused at any time thereafter
 - (ix) Becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986
 - (x) Has an Administrative Receiver as defined in the Insolvency Act 1986 or has an application made to the Court under the Insolvency Act 1986 for the appointment of an Administrative Receiver
 - (xi) Has a winding-up order made (except for the purposes of amalgamation or reconstruction)
 - (xii) Has a provisional liquidator receiver or manager of its business of undertaking duly appointed
- iii) Where as a consequence of termination pursuant to this Clause The Council re-let the Contract or any part thereof the Provider shall make good to The Council all loss damages and expenses it may incur or be liable to in consequence of such re-letting

e) Termination of Individual Service Provision

- i) Provision of the service to an individual service user may be terminated by either Party giving 4 weeks notice in writing to the other in the event that a service users behaviour is agreed by the Parties as having a persistent and detrimental effect on the wellbeing of other service users or staff and after the Provider has used all reasonable endeavours to resolve the difficulties

(5) Contract Value

- a) In consideration of the annual contract value set out in Schedule **E** (Specification Price Schedule) the Provider shall ensure compliance with Schedule **C** (Service Specification) and all other Schedules and the Terms and Conditions contained within this Contract including any formal variations from the commencement date set out in Clause 3 (Duration of Contract)
- b) The Provider is responsible for managing all expenditure incurred in relation to the delivery of the Service as set out in Schedule **F** (Financial Details). Any excess expenditure incurred shall be met by the Provider.
- c) Prices shall remain fixed for a period of 12 months duration from the contract start date. Further periods of price stability can be detailed on Schedule **E** (Specification Price Schedule).

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- d) All prices tendered must be in Pounds Sterling. Failure to do this will render your tender invalid.
- e) The expenditure of allocated funding must be restricted in accordance with the agreed budget for the Service in each respective financial year The Council reserve the right to recover any part of the funds not expended
- f) The Council shall not be charged depreciation costs in relation to capital goods or unrecovered Value Added Tax (VAT) or accruals from its revenue fund.
- g) The contract value may be formally varied by agreement between the Parties in respect of either the unit price or the quantity of units to be delivered in accordance with Clause 9 (Variations to the Contract)

(6) Payments

- a) Payments shall be made in accordance with the contract value for the full cost of the provision of the Service from the commencement date in accordance with the payment conditions set out herein
- b) The Council shall make payments providing that the Provider shall submit to The Council information at the frequency identified in Schedule **C** (Service Specification) and shall not decline referrals for any reason determined to be unreasonable by The Council Where agreement cannot be reached within three months of the decline of a referral either Party may invoke the procedures set out in Clause 22 (Disputes Resolution) of the Contract
- c) In the event that the Service usage falls below levels identified in Schedule **C** (Service Specification) the Provider shall notify The Council and The Council shall undertake negotiations in order to achieve a proportionate reduction in the contract payment and a formal variation shall be issued by The Council in accordance with Clause 9 (Variations to the Contract)
- d) In the event that the established staffing level falls below that agreed by The Council and set out in Schedule **F** (Financial Details) the Provider shall notify The Council immediately Where it is determined by the Parties that the Service can reasonably continue with a reduced level of staff a formal variation shall be issued by The Council in accordance with Clause 9 (Variations to the Contract) and the payment to the Provider shall be adjusted accordingly
- e) The Council may at their entire discretion delay or proportionately reduce payment where a dispute arises until such time that the dispute is resolved in accordance with Clause 17 (Non Performance and Suspension)
- f) Invoices shall be submitted in **Four weekly** periods The Council shall make payment subject to Clause 6.b) above to the Provider **Four weekly** in **arrears** on receipt of a valid Value Added Tax (VAT) invoice which must be submitted in a format agreed by The Council and which must specify an official order number
- g) Value Added Tax (VAT) as is properly chargeable for the Service shall be included in the payment by The Council to the Provider
- h) Whenever under this Contract any sum of money shall be recoverable from the Provider to The Council the same may be deducted from the sum then due to the Provider If no amount is

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due to be paid to the Provider then The Council will invoice for the amount due to be paid to The Council within 28 days of the invoice date

- i) Where this Contract requires the Provider to make payments or to collect income on behalf of The Council the Councils Assistant Director for Corporate Services right of an audit shall be reserved as if the Provider were a Council employee
- j) The Provider shall not enter into any contract or arrangements with a service user or third party including families and/or carers to make any contribution financial or other towards the cost of the Service set out in Schedule **C** (Service Specification)

(7) Nominated Contacts

- a) Each Party shall appoint a person to act as a Nominated Contact Person for the purpose of this Contract
- b) Details of the persons the Parties have appointed to act as Nominated Contact Person from the commencement date of the Contract shall be set out in Schedule **G** (Nominated Contacts)
- c) The Nominated Contact Person shall be entitled to delegate or appoint another person to exercise some or all of their functions Such delegation or appointment shall be notified in accordance with Clause 16 (Notifications)
- d) Either Party shall be entitled to change the identity of their respective Nominated Contact Person or appointee or delegate at any time and shall provide notice of any such change in accordance with Clause 16 (Notifications)
- e) In the event of any notification properly issued in accordance with Clause 7.d) Schedule **G** (Nominated Contacts) shall be deemed to be varied accordingly

(8) Compact

Both Parties shall comply with the Wolverhampton Compact and its Code of Practice which recognises shared values principles and commitments for how both Parties should work together to ensure better outcomes are achieved

(9) Variations to the Contract

This Contract may be varied by mutual agreement between the Parties two months notice of a variation shall be given in writing and signed by the Authorised Representative of each of the Parties and shall record the date on which the variation shall take effect Where agreement cannot be reached either Party may invoke the procedures set out in Clause 22 (Disputes Resolution)

(10) Service Delivery Plan

In entering this Contract where a Service Delivery Plan has been agreed it shall be incorporated into this Contract as Schedule **D** (Service Delivery Plan) and the commitments and undertakings contained therein shall be strictly adhered to by the Provider for the duration of the Contract unless otherwise agreed in writing by The Council

(11) Quality Standards and Requirements

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- a) The Service to be supplied under this Contract shall be of the quality as defined within Schedule **C** (Service Specification) and shall comply with all relevant guidance legislation regulations and standards published thereunder or any subsequent amendments thereto.
- b) The Provider shall inform The Council immediately and confirm in writing within 24 hours if it is unable or likely to be unable or fails to provide the Service or any part thereof in accordance with this clause or to a level likely to prejudice the well being of any service user or
- c) The Provider becomes aware of any act omission or circumstance which will or may prevent or hinder the delivery of the Service
- d) The Provider shall ensure that the Service complies with any special conditions imposed on the registration of the Provider by a regulatory body or its successor bodies subject to formal notice of any temporary dispensation
- e) The Provider shall supply The Council with a copy of its current certificate of registration where registration is required and any inspection reports upon reasonable request
- f) The Provider shall throughout the life of this Contract maintain the Service Standards to be achieved as set out in Schedule **C** (Service Specification) and shall carry out reviews of processes and procedures to determine their operational effectiveness to continuously improve the standards and identify efficiency savings
- g) The Provider shall ensure that a Registered/Designated Manager is responsible for the operation of the Service at all times

(12) Contract Compliance Monitoring and Service Review

- a) The Council shall monitor review and evaluate the Providers compliance with the Clauses contained within this Contract and the standards practices and information requirements as set out within Schedule **C** (Service Specification) and any other performance criteria identified in accordance with its Constitution and procedures at its entire discretion in the following manner: (This is in addition to any requirements relating to any other regulatory bodies or organisations)
 - (i) The Council shall undertake reviews of the service to satisfy itself that the service is being applied to appropriate cases
 - (ii) The Provider shall review the service to ensure that it is provided only to those Service users who legitimately meet the definitions contained in this Contract including Schedule **C** (Service Specification)
 - (iii) Where either The Council or the Provider identifies that a referral no longer fulfils the criteria for receipt of service The Council shall be notified and the referral terminated immediately or as soon as is practicably achievable allowing for the welfare of the Service
- b) The Council shall undertake full service and value for money reviews in accordance with its Constitution and procedures at its entire discretion
- c) The Provider shall maintain and make available to The Council on request true and correct records in respect of all service users relating to the provision of the Service including all financial dealings undertaken by the Provider on behalf of service users Where information is

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provided under this requirement the provisions of Clause 14 (Confidentiality and Data Protection) shall apply

- d) The Provider shall supply to The Council upon request copies of all information relating to the provision of the Service including but not restricted to information relating to employees including direct and indirect employee costs together with usage frequency and volumes of Service being delivered against this Contract in a prescribed format and at a frequency determined by the Council Where information is provided under this requirement the provisions of Clause 14 (Confidentiality and Data Protection) shall apply
- e) The Provider shall at all times co-operate with The Council' processes for monitoring evaluation health and safety and quality audits The Commissioners reserve the right to visit the premises and/or service users at any reasonable time without giving notice subject to the service users right to privacy
- f) In addition upon The Council reasonable request subject to Clause 14 (Confidentiality and Data Protection) the Provider shall supply
 - (i) All information which the Commissioners may reasonably require for the purpose of assessing how the Provider is carrying out its obligations under this Contract and the safety and welfare of the service users and/or
 - (ii) Information on and the names of the service users and/or
 - (iii) any information (including original contracts invoices receipts credit notes vouchers statements and books) relating to the Providers claim for payment
- g) The originals of all documents must be retained safely by the Provider for a period of seven years from the date of the last payment to the Provider under or by virtue of this Contract
- h) The Provider shall inform and make available to service users the outcome of any Service Review Reports issued by The Council in an appropriate format as agreed by the Parties
- i) The Provider shall at all times co-operate with The Council reasonable requirements for information submissions

(13) Health and Safety

- a) The Provider shall take every precaution to ensure the health safety and well being of service users at all times and shall comply with the provisions of the Health and Safety at Work Act 1974 and any other relevant health and safety regulations and appropriate Codes of Practice in force The Provider shall provide a written health and safety policy and accident recording system which shall be made available to The Council upon request

(14) Confidentiality and Data Protection

- a) The Provider shall irrevocably maintain the integrity and confidentiality of all information held or known in respect of its past or present service users and of any other information which The Council may from time to time determine and shall hold and process all manual and computer records in relation to service users and employees in accordance with the Data Protection Act 1998

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- b) The Provider its employees and agents shall not disclose to any persons other than those authorised under the Contract any information acquired in connection with the provision of Services which concerns personal or financial information including the medical condition of or support or treatment received by service users
- c) The Council shall similarly respect the confidentiality of information provided by the Provider under the Contract and shall acknowledge the Providers obligations under the Data Protection Act 1998 and/or subsequent legislation Where requested by the Provider The Council shall specify the use for which information is requested and the extent of any disclosures to third parties subject to its obligations under the Freedom of Information Act 2000 or any subsequent legislation and the provisions of Clause 15 (Freedom of Information) of this Contract shall apply
- d) The Council shall not disclose any commercially sensitive information relating to the Providers business without the express permission of the Provider subject to its obligations under the Freedom of Information Act 2000 or any subsequent legislation and the provisions of Clause 15 (Freedom of Information) of this Contract shall apply
- e) The provisions of Clauses 14.a) to 14.d) shall not apply to any information which
 - ii) Is or becomes public knowledge other than by breach of Clause 14 (Confidentiality and Data Protection)
 - iii) Is required to be disclosed by law or by any lawfully constituted regulatory authority
 - iv) Is in the possession of either Party without any restriction as to its use prior to the commencement of this Contract
- f) The Provider shall ensure that information held on computer or manually in relation to the Contract is licensed under the Data Protection Act 1998 The Council shall be listed as a disclosure on any registration documents The Provider shall make available to The Council a copy of their current valid Data Protection Certificate upon request
- g) The Provider shall be diligent in obtaining the advance written consent of its employees and the service users to disclose to The Council any information and data to which The Council are entitled to access through this Contract
- h) The Provider shall act promptly to take appropriate disciplinary action against any member of staff who is responsible for any breach of confidentiality
- i) Nothing in this Contract shall prevent the Provider or The Council from using any experience or expertise gained during the performance of this Contract in the furtherance of its normal business to the extent that this does not relate to a disclosure of confidential information or an infringement by The Council or the Provider of any Intellectual Property Right

(15) Freedom of Information

- a) The Provider acknowledges and accepts that The Council under the Freedom of Information Act 2000 has obligations as a public body to provide upon request information held by The Council to the general public and that information which The Council hold about the Providers organisation may be subject to disclosure unless The Council decide that one of the statutory

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exemptions applies. The decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for The Council.

- b) The Provider shall co-operate with The Council in order to allow The Council to meet their statutory obligations and shall not unreasonably withhold or delay the provision of information which The Council may be obliged to provide.
- c) The tenderer must be aware that this Council is now subject to the requirements of the Freedom of Information Act (2000) ("the Act"). Further details of The Council's policy can be found on the website www.wolverhampton.gov.uk
- d) The tenderer and potential Provider to The Council should be aware of their obligations and responsibilities under the Freedom of Information Act 2000 for public bodies to provide on request to the general public access to recorded information held by The Council.
- e) The tenderer should be aware that one of the consequences of the statutory responsibilities under "the Act" are that information which The Council hold about your organisation may be subject to disclosure in response to a request, unless The Council decide that one of the various statutory exemptions applies.
- f) The tenderer should be aware and support The Council when in certain circumstances, and in accordance with the Codes of Practice issued under section 45 of the Act, The Council may consider it appropriate to ask your organisation for your views as to the release of information before The Council make their decision as to how to respond to a request.
- g) The tenderer should be aware that in dealing with requests for information under the act, The Council have to comply with a strict timetable and it would therefore expect a timely response for your organisation to any such consultation within five working days.
- h) If the tenderer at any stage of the contracting process provides information to The Council in the expectation that it will be held in confidence, then the tenderer must make it clear in your tender documentation to which you consider a duty of confidentiality applies.
- i) The tenderer should be aware that the use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- j) The tenderer should be aware that The Council cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- k) The tenderer should be aware that in certain circumstances where information has not been provided in confidence, The Council may still wish to consult with you as to the application of any other exemption such as relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to The Council.

(16) Notifications

- a) It shall be the Providers responsibility to notify The Council of any notifiable matter relating to the provision of the Service and service users within two working days or sooner. It is the responsibility of the Provider to seek clarification from The Council if they are unsure of any

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circumstance that The Council may deem to be a notifiable matter as set out in Schedule **I** (Notifications)

- b) All notices shall be served to the Parties Nominated Contact Person/s at the addresses set out in Schedule **G** (Nominated Contacts)
- c) All notices shall be in writing and shall be served for the purposes designated and within two working days or sooner
- d) It shall be the Providers responsibility to ensure that any sub-contractors notify the Provider in sufficient time to enable the Provider to inform The Council of any notifiable matter within two working days or sooner
- e) The Provider shall supply The Council with a full and complete copy of any notices served on the Provider by a regulatory body which relate to the provision of the Service within two working days or sooner The Provider shall also notify The Council of the lifting of any such notices within two working days or sooner

(17) Non Performance and Suspension

- a) The Provider shall be subject to inspection at all times by an Authorised Officer of The Council and in the event of the Provider failing to maintain the specified standard or failing to carry out any or any part of the Contract or performing a prohibited action as identified within this Contract The Council shall (without prejudice to any other remedy available) be entitled to
 - i) Issue a Notice requiring the Provider to establish or re-establish to the specified standard or have specified requirements executed or re-executed within a reasonable period of time which shall be determined by the Authorised Officer at no additional cost to The Council
 - ii) Issue a Notice requiring the Provider to cease or refrain from doing any acts prohibited by this Contract
- b) In the event that
 - i) The Provider fails rectification in accordance with the Notice and/or
 - ii) No rectification is possible in the opinion of the Authorised Officer and/or
 - iii) The failure is in the opinion of the Authorised Officer serious and/or is likely to prejudice the health safety or well being of a service user and/or
 - iv) The Provider persistently fails to deliver in accordance with the Contract and/or
 - v) There is a complaint or series of complaints against the Provider which would if substantiated permit the termination of the Contract and/or
 - vi) The Provider is in receipt of 3 Notices in respect of the same or similar failure

The Council may without prejudice to any other right or remedy available to it and without incurring any liability whatsoever or howsoever arising subject to The Council not

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acting in an incorrect prejudicial or negligent manner suspend the whole or part of the Contract and/or the acceptance of further provision by the Provider.

- c) If the failure is serious then The Council will be entitled to arrange for a competent person (which may be one of its employees) to carry out an investigation
- d) The Council will ensure that any investigation is carried out as quickly as possible. The report detailing the findings of the investigation will be made available to the Provider as soon as possible
- e) If The Council suspend the whole or part of the Service
 - i) The Provider shall cease provision as set out in the Suspension Notice from the date specified
 - ii) The Council shall be entitled to arrange alternative provision for as long as the Suspension Notice is in force. The Council shall make a decision regarding the resumption of the suspended provision as soon as possible
- f) In the event that The Council determine that the Provider shall resume provision The Council will notify the Provider of the details of resumption
- g) If The Council determine that the Provider is not to resume provision then The Council will be entitled to terminate the application of this Contract in accordance with the provisions of Clause (Termination without Notice Period)
- h) During any period of suspension The Council shall only pay for that portion of the Contract which at the time of suspension continues to be utilised in accordance with Clause 6 (Payments) The additional cost of purchasing the services together with any extra administrative/legal costs and expenses shall be recoverable from the Provider either as a deduction from Monies due under this or any other Contract with The Council or as a simple debt.
- i) In the event of a dispute of the suspension the provisions of Clause 24 (Disputes Resolution) shall apply

(18) Prevention of Corruption

- a) The Council shall be entitled to terminate this Contract and to recover from the Provider the amount of loss resulting from such termination if
 - ii) The Provider has offered given or agreed to give any gift consideration or inducement obtaining of this Contract or of any kind to any person to influence the definition of any of its terms
 - iii) The Provider offers to give to any member employee or representative of the Council any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing any act in relation to obtaining or execution of this or any other Contract with the Council for showing or refraining from

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showing favour or disfavour to any person in relation to this or any such Contract. The attention of the Provider is drawn to the provisions of the Prevention of Corruption Acts 1889 - 1916

- iv) The Provider knowingly engages or employs or continues to employ any person who has offered given or agreed to give any gift consideration or inducement as defined in (i) or (ii) above
- v) The Provider or any person employed by it or acting on its behalf shall have committed an offence under the Prevention of Corruption Acts 1889 - 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117(3) of the Local Government Act 1972

(19) Safeguarding

- a) The Provider shall make themselves aware of the contents of and shall comply with the principles of Wolverhampton City Councils and Sandwell Dudley Walsall MBCs Multi-Agency Safeguarding Adults (Adult Protection) Policy and Procedures and/or the Wolverhampton Sandwell Dudley and Walsall Safeguarding Children Board Policy and Procedures including but not limited to reporting and recording alleged instances of abuse as defined therein
- b) The Provider shall have a written formal Safeguarding Vulnerable Adults Policy and Procedures and/or a Safeguarding Children Policy and Procedures in place for their own establishment and staff which conforms to Wolverhampton City Councils and Sandwell Dudley and Walsall MBCs Multi-Agency Safeguarding Adults (Adult Protection) Policy and Procedures and/or the Wolverhampton Sandwell Dudley and Walsall Safeguarding Children Board Policy and Procedures and any other criteria established under this Contract as appended hereto in Schedule C (Service Specification)
- c) The Provider shall ensure that all staff and volunteers who work with and/or have access to vulnerable adults and/or children undergo an enhanced Criminal Records Bureau check prior to working with and/or having unsupervised access to any vulnerable adults and/or children in accordance with Schedule H (Criminal Records Bureau Checks - Protection of Children Act 1999/Care Standards Act 2000)
- d) The Provider shall ensure that all staff and volunteers are fully trained and are aware of and understand the policies and procedures for protecting vulnerable adults and/or children from abuse
- e) In any case of actual or suspected abuse of a service user receiving or affected by the delivery of the Service the Provider shall
 - i) Ensure that referrals are made to the relevant Social Work Team in Wolverhampton City Council or Sandwell Dudley or Walsall MBCs immediately
 - ii) Fully co-operate with any investigation carried out by The Council or any other properly authorised body and
 - iii) Attend all meetings associated with a Safeguarding Adults investigation and/ or a Safeguarding Children investigation if invited to do so in order to contribute to sharing information and decisions

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(20) Whistle Blowing

- a) The Provider shall have a written formal Whistle Blowing procedure which shall be circulated to all employees and voluntary staff involved in providing a Service under this Contract It shall give clear instructions for the recording and investigation of any concerns raised under this provision
- b) On becoming aware of any allegation the Provider shall notify The Council' Nominated Contact Person within two working days of the substance of the allegation and the action it intends to undertake When the investigation is complete the Provider shall notify The Council of the outcome of the investigation
- c) Failure to undertake a proper investigation of a matter raised under the Whistle Blowing Procedure may be deemed as a service breach and Clause 17 (Non Performance and Suspension) will apply

(21) Complaints Procedure

- a) The Provider shall accept responsibility for investigating all complaints whether referred or received directly and shall have a written formal complaints procedure which shall be made known to the service users their families advocates and/or representatives the Providers members of staff and volunteers and The Council and which shall give a clear procedure for recording the details of investigation action taken resolution and learning outcomes of the complaint
- b) The Providers complaints procedure shall comply with the requirements of any regulatory body to which the Provider is subject including any change in such requirements
- c) The Provider shall supply information and records in relation to the complaints it receives and the learning outcomes in a format and at a frequency determined in Schedule C (Service Specification)
- d) Where a complaint is made against a member of the Providers staff in connection with this provision the complaint shall be investigated in accordance with the Providers obligations under Clause 20 (Whistle Blowing) and in accordance with the Providers Disciplinary Procedures In all such cases the Provider shall notify The Council Nominated Contact Person of all actions taken on individual cases
- e) Under the Local Government Act 1974 Section 26(1) the ombudsman may investigate Providers if a complaint is made about the actions of the Provider when undertaking this provision. The Provider shall co-operate fully with any such investigation and shall reimburse to The Council in whole or in any reasonably attributable part any payment properly made to a complainant by The Council when an investigation by the ombudsman leads to a finding of maladministration against the Provider which is found to be directly attributable to the Providers failure

(22) Disputes Resolution

- a) Any dispute arising between The Council and the Provider in respect of or arising out of this Contract shall be dealt with in accordance with the following provisions

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- i) Any dispute relating to any contractual document or its interpretation shall in the first instance be referred to each of the Parties Nominated Contact Person as set out in Schedule **G** (Nominated Contacts)
 - ii) Any operational dispute relating to the performance of the Service shall in the first instance be referred to both Parties Nominated Contact Person
 - iii) Each of the Parties Nominated Contact Person shall use their best endeavours to resolve the dispute
 - iv) If after ten days (or such longer period as both Parties may agree) of the date of referral the dispute cannot be resolved in accordance with the above clause it shall be referred to the relevant Council Senior Officer and a representative nominated by the Provider who shall use their best endeavours to resolve the dispute
 - v) If after a further ten days (or such longer period as both Parties may agree) of the date of referral the dispute cannot be resolved in accordance with the above Clause it shall be referred to the Councils appropriate Director of Service and the equivalent representative within the Providers organisation
 - vi) If a dispute or difference arises under this Contract that can not be resolved by Clause (v) each Party shall give serious consideration to any request by the other to refer the matter to mediation Such requests for mediation should not be dismissed without good cause and after proper consideration
 - vii) Any dispute that cannot be resolved in accordance with the above Clauses shall unless the Parties agree otherwise be referred to arbitration under the provisions of the Arbitration Act 1950 – 1996 Such reference shall be to a single independent arbitrator appointed for that purpose by agreement between the Parties The decision of the arbitrator shall be binding on both Parties The cost of such arbitration shall be borne as the arbitrator directs and the award shall be final and binding on both Parties
 - viii) The Parties shall continue to comply with observe and perform all of their obligations hereunder regardless of the nature of the dispute
- b) Neither Party shall be precluded by Clause 22.a) from taking such steps in relation to court proceedings as either Party may deem necessary or desirable to protect their respective positions
- c) The use of the dispute resolution procedures set out in this Clause shall not delay or take precedence over the provisions for termination set out in Clause 17 (non Performance and Suspension) and/or Clause 4 (Termination)

(23) Liquidated Damages

In the event that the Provider fails to deliver this provision The Council shall recover from the Provider in liquidated damages a sum equivalent to the additional cost incurred by The Council The Council will endeavour to mitigate their losses as far as is reasonably practical to do so

(24) Indemnity

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- a) The Provider shall indemnify The Council against any liability arising out of or connected with the supply of the Service or any act or omission of the Providers employees howsoever such liability may arise
- b) The Provider shall indemnify The Council against any liability claim proceedings expenses or loss in respect of injury to or death of any person or damage to property to whomever which may arise out of the act default or negligence of the Provider or its employees or agents in the course of the carrying out of the Providers duties under this Contract
- c) The Council shall mitigate any loss or damage as far as is reasonably practicable and shall keep the Provider informed of the nature and progress of any claim by a third party in respect of which it seeks indemnity under this Contract
- d) Settlement of any third party claim shall be at the discretion of The Council However where The Council seek indemnity from the Provider the Provider shall be informed consulted and involved in the settlement process and settlement will only be made having reasonably considered the representations of the Provider

(25) Injury to Person/Loss of Property

- a) The Provider shall accept full liability for death or personal injury to any service user or employee arising by the negligence by the Provider or the employee
- b) The Provider shall accept liability for loss of or damage caused by the Provider or any of their own employees to the property of service users or Council Officers or officers of The Council or Providers employees in the supply of the Service arising from their own negligence or the negligence of their own employees

(26) Insurance

- a) The Provider must provide a minimum level of Public Liability Insurance of £5 million or higher if requested by The Council (for each and every claim or series of claims arising from one incident) The Provider shall produce to The Council the current certificate of insurance upon request
- b) The Provider must provide a minimum level of Employers Liability Insurance of £10 million or higher if requested by The Council (for each and every claim or series of claims arising from one incident) The Provider shall produce to The Council the current certificate of insurance upon request
- c) The Provider will review its organisational functions policies processes and procedures to identify and manage any risks

(27) Law and Jurisdiction

- a) This Contract shall be governed by and construed in accordance with English Law and the Parties shall irrevocably submit to the jurisdiction of the English courts Nothing in these Contract Terms and Conditions shall prejudice any condition or warranty expressed or implied or right of remedy to which either Party is entitled
- b) The Provider and its employees shall at all times comply with all statutory and other legal obligations in the performance of this Contract

(28) Human Rights Act 1998

In relation to its obligations under this Contract the Provider is subject to and must act in accordance with the provisions of the Human Rights Act 1998 and take such action as The Council may reasonably require for the purpose of ensuring compliance with the Act

(29) Equal Opportunities

- a) The Provider shall comply with the requirements of the provisions of the Equalities Act 2010 Sex Discrimination Act 1986 the Equal Pay Act 1970 (as amended 1st January 1984) the Race Relations (Amendment) Act 2000 the Disability Discrimination Act 2005 and any other relevant statutes equality regulations guidance and appropriate Codes of Practice that are in force and any updates or replacement of these statutes regulations guidance and codes
- b) The Provider shall operate an Equal Opportunities Policy for as long as this Contract is in force and provide The Council with a copy of any such policy upon request
- c) The Provider shall ensure that its Equal Opportunities Policy complies with all statutory obligations regarding discrimination on the grounds of colour race nationality cultural or ethnic origin marital status gender age disability religion or belief and sexual orientation in relation to
 - i) The carrying out of its obligations under this Contract
 - ii) The recruitment training or promotion of all staff in the provision of the Service
- d) In providing the Service the Provider shall observe the Equality and Human Rights Commission Code of Practice for Employment (The Code) any updates to The Code or any code which may replace it The Provider shall provide such information as may be reasonably required in order for The Council to assess its compliance with The Code
- e) In the event of any finding of unlawful racial discrimination being made against the Provider or any subcontractor employed by the Provider during the Contract Period by any court or industrial tribunal or of an adverse finding in any formal investigation by the Equality and Human Rights Commission over the same period the Provider shall notify The Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination

(30) Assignment and Sub-Contracting

- a) The Provider shall not assign or sub-contract the whole or any part of this Contract without the written consent of The Council
- b) Where written consent is provided the Provider shall ensure that the terms and conditions of any agreement with a sub-contractor shall not be inconsistent with or purport to override the Terms and Conditions of this Contract in any way
- c) The Provider shall acknowledge and accept that in giving the Provider The Council' consent to sub-contract The Council will not relieve the Provider of its obligations under this Contract and that the Provider shall be responsible for the acts omissions breaches and neglect of any sub-contractor or any employee agent or servant of any such sub-contractor as if they were its own acts omissions defaults and neglect

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- d) The Council may subsequently withdraw their consent to any assignment or sub-contracting arrangement provided the Council has a legitimate basis for withdrawing such consent and gives the Provider three months' notice to terminate the sub-contract. The Provider shall remain liable for all charges and or compensation caused as a consequence of early termination. Any sub-contract issued by the Provider shall recognise The Council's right to require the termination of such sub-contract with three months' notice.

(31) Agency

- a) Neither the Provider nor its employees or agents shall in any circumstances hold itself or themselves out as being the servant or agent of The Council.
- b) Neither the Provider nor its employees or agents shall in any circumstances hold itself or themselves out as being authorised to enter into any agreement or contract on behalf of The Council or bind The Council and shall not enter into any contract on behalf of The Council or on behalf of any of the service users or in any way claim that it is authorised to do so.

(32) Force Majeure

- a) Neither The Council nor the Provider shall be liable for any delay or failure in performing its obligations for any circumstances beyond its reasonable control such as and including but not restricted to flood fire and civil unrest or emergency.
- b) The Council shall in such circumstances be entitled to take such action as is reasonable and/or necessary to protect the interests and wellbeing of the service users.
- c) Each Party shall use all reasonable efforts to mitigate the effects of the Force Majeure and take appropriate remedial action in order to comply with the Terms and Conditions of this Contract.
- d) For the avoidance of doubt Force Majeure shall not include any labour dispute between the Provider and its staff or the failure to provide the Service by any of the Providers sub-contractors.

(33) Non Exclusivity

The Council shall be entitled to contract with any person or persons other than the Provider for the supply and delivery of a similar service during the contract period.

(34) Precedence

This Contract shall have precedence over any printed condition document or letter emanating from the Provider.

(35) Inconsistency

In the event of any conflict or inconsistency between any Term or Condition of this Contract and any provision of the Schedule XX (Service Specification) or other Schedules appended hereto these Terms and Conditions shall prevail.

6) Severance

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If any provision of this Contract shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision of this Contract

(37) Waiver

Failure at any time by The Council or the Provider to enforce any of the provisions of this Contract shall not be construed as a waiver of any such provisions and shall not affect the validity or any part of it or of the right of either The Council or Provider to enforce any provision in accordance with its Terms and Conditions

(38) Best Value

- a) It is The Council duty to ensure continuous improvement in the way in which its functions are exercised having regard to economy efficiency and effectiveness as that duty is defined in the Local Government Act 1999 all subsidiary legislation and Government guidance made thereunder and in addition to any legal requirement to undergo a statutory audit review.
- b) The Council and the Provider shall work collaboratively in order to promote best value by using their reasonable endeavours to secure a continuous improvement throughout the period this Contract is in force
- c) The Provider shall keep and maintain such necessary data and information and shall provide such assistance as The Council may reasonably require to enable The Council to complete all official returns including but without limitation provided the nature of such data and information and the format for the same has been agreed by the Parties Information required for the purposes of compliance with Part II of the Local Government Planning and Land Act 1980

(39) Benchmarking

The Council are encouraged whether by statutory requirement or otherwise to participate in information sharing and benchmarking in order to assist performance monitoring carried out with limited groups of authorities in strictest confidence. All contracts therefore awarded by these Commissioners may be subject to limited and confidential information sharing

(40) Contracts (Rights of Third Parties) Act 1999

Neither of the Parties intends to confer any right or benefit upon a third party and for the avoidance of doubt the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Contract

(41) Royalties and Patent Rights

The Provider shall fully indemnify The Council for any claim or action that may be brought against it regarding infringement of copyright patent or similar protected rights in respect of an item supplied under this Contract All payments and royalties which may be payable shall be included by the Provider in the contract fees and shall be paid by the Provider to the relevant persons

(42) Properties and Copyrights

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- a) All Contract documents and property including intellectual property supplied by The Council shall remain the property of The Council and shall be returned to The Council in good condition immediately upon request. Failure to do so may result in payment being withheld until such time as the property is returned to The Council. The Copyright in any form produced in connection with this Contract shall vest in the Author in accordance with the Copyright Designs and Patents Act 1988.
- b) Any records held by the Provider relating to service users and provision of the Service must be made available to The Council immediately upon request and all records should be returned to The Council if required on the termination or the expiry of this Contract.

(43) Charities

In entering the Contract where the Provider is a registered charity they shall confirm that this Contract complies in all respects with the provisions of the Charities Act 2006. If at any time in the future it shall become apparent that this Contract contravenes in any respect the said Act the Provider shall immediately take such steps as may be required to ensure compliance with the said Act.

(44) Staffing

- a) The Provider shall ensure that the staffing levels and associated costings agreed by The Council and detailed within Schedule **F** (Financial Details) shall be adhered to.
- b) No variation in the approved staffing levels shall be permitted without the express permission of The Council.
- c) In the event of using voluntary agency or temporary workers to deliver the Service Supplied under this Contract the Provider shall in addition to all legally required checks as well as those listed in Schedule **C** (Service Specification) and Schedule **H** (Criminal Records Bureau Checks - Protection of Children Act 1999/Care Standards Act 2000) recruit vet and supervise staff in accordance with the same procedures used for permanent staff. The Provider shall ensure that all its staff who are likely to come into contact with service users do not have any unsupervised contact until they have been subject to the required vetting checks and these checks show that the person is suitable to have contact with service users.

(45) Audit and Accounting Controls

- a) The Provider shall operate high standards of financial controls and administration in its financial systems and accounting arrangements and shall provide statements detailing all financial transactions in connection with this Contract. The Provider shall also supply a copy of their certified/audited annual accounts to The Council upon request.
- b) The Provider shall comply with any request from The Council to carry out an open book or other review relating to the financial aspects of provision under this Contract and shall not do anything which restricts or prevents compliance with The Council Constitution and shall if required give assistance to the Chief Financial Officer or authorised representative who shall be entitled without necessarily giving prior notice to require and receive
 - i) Access to any records (both computer and manual) documents and correspondence relating to any financial or other relevant transactions including documents of a confidential nature.

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- ii) Access at all times to any Council premises or land
- iii) The production or identification by any employee of any cash stores or other property belonging to The Council under the employees control
- iv) Explanations concerning any matter under examination

(46) Information and Re-tendering (TUPE)

- a) Subject to The Council reasonable request the Provider shall provide to The Council any information and data as may reasonably be required by The Council to enable preparation of the necessary documentation to appoint another party to provide the Service
- b) The Provider shall co-operate with The Council to secure the continuity of the succession arrangements of the Service throughout a period of termination or decommissioning
- c) With respect to the Transfer of Undertakings (Protection of Employment Regulations 2006 (TUPE) In the event that at any time during the Contract period circumstances arise in which TUPE is held to apply either by an incoming Provider or a Court then the Provider shall
 - i) recognise the right to and facilitate the execution of consultations with recognised Trade Unions and/or elected Employees Representatives and/or individual employees
 - ii) provide The Council or at the discretion of The Council provide any incoming Provider with up to date accurate adequate and appropriate information to enable a TUPE transfer
- d) In the event that the Provider fails to provide information or provides inaccurate information the Provider shall indemnify the Council from and against all actions proceedings claims expenses awards costs and all other liabilities including legal fees in connection with or as a result of any claim or demand by any employee or other employee or person claiming to be an employee on any date upon which the Contract is terminated or transferred to the Transferee (Relevant Transfer Date) arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date

(47) Declaration of Interest

- a) The Provider shall immediately inform The Council in writing upon becoming aware of the involvement of any elected member or employee of The Council who is involved in the Providers undertaking and/or the management or provision of the Service at any time that this Contract is in operation
- b) The Provider shall notify The Council immediately upon becoming aware of any possible conflict of interest which may arise between the interests of The Council and the Provider The Provider shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of The Council

(48) Partnership

Nothing in this Contract shall be construed as establishing or implying any partnership or joint venture between the Parties hereto

(49) Expenditure Details

Not Applicable

(50) Anti-Collusion Clause

In submitting a tender, the tenderer warrants that he / she has not breached competition law and has not made their tender in collusion or collaboration with any third party.

(51) Awarding of Contract

The Council reserve the right to award the contract to more than one tenderer. The Provider will be informed in writing should the contract be awarded to more than one organisation. The Provider should indicate if their tendered prices would alter in the event of the contract being split between more than one Provider.

(52) Inspection of Suppliers Premises

Not Applicable

(53) Business Continuity

The tenderer shall have in place and shall maintain contingency plans which are exercisable within two (2) Business Days, which in the event of any disruption to any of the tenderer's premises, staff, equipment and processes or otherwise, shall enable the tenderer to perform all of its obligations to supply Services throughout the Term and the Run-off Period. The tenderer shall, on request of The Council, provide reasonable written confirmation that the tenderer's Contingency Plans are adequate for a prudent business of the tenderers size and nature and that such plans have been tested and that any findings have been appropriately resolved. The Council also reserve the right to request said copies and any test reports as well as right to audit.

(54) Record Keeping – Transport

Not Applicable

(55) Risk Management

- a) It is recognised by The Council and the Provider that there is a range of potential risks involved in the work undertaken. Every effort will be made to minimise those risks wherever possible in the interest of the young people and adults involved.
- b) It is the Provider's responsibility to ensure that a risk assessment be completed in respect of each service user at the commencement of service
- c) The Commissioner reserves the right to visit the premises and/or service users at any reasonable time without giving notice subject to the service user's consent and right to privacy

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IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above when written

EXECUTED AS A DEED (but not delivered until the date thereof) by affixing the Common Seal of **Wolverhampton City Council** in the presence of:

Signature:



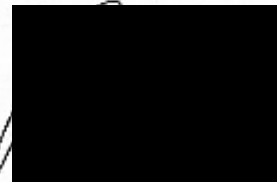
Authorised Officer



EXECUTED AS A DEED

for and behalf of the Provider

Director:



(Company Number: 3798884 & Registered Charity Number: 1076630)

To be Executed with the successful provider

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Schedule B: Transfer of Undertakings and Protection of Employment Regulations (TUPE) *

The Council has taken a preliminary view that TUPE may apply to this contractual arrangement (either currently or at some future date). In consideration of us inviting you to submit a Contract we require you to undertake to hold and make available to future suppliers for this contract information relating to staff terms and conditions. This information may be disclosed to the Council, or, other Providers in strict confidence if required in the future.

It is expected that this information would be disclosed only for the purpose of preparing a Contract for the Council and not to disclose to any third party (including without limitation to any agent, professional advisors or associated company) or to any employee other than employees who need to have access to prepare the Contract bid and who has been instructed and bound, by personal undertaking to the Council in the same terms, to keep the information confidential. The information deemed appropriate to disclose is as follows:-

Numbers of staff who would transfer and, in respect of each person their:-

- Age
- Salary rates and number of staff on each rate
- Input hours
- Other factors affecting redundancy entitlement
- And outstanding industrial injury or other claims
- Gender
- Length of service
- Regular overtime and wage rates
- Redundancy entitlements

Workforce Information:-

- Principal terms and conditions of employment
- Probationary period (if any)
- Retirement age
- Any agreed pay settlements yet to come into effect
- Maternity / Paternity leave arrangements
- Season ticket loan schemes (if provided)
- Periods of notice
- Current pay agreements
- Working hours
- Annual leave entitlements
- Terms and conditions of transfers
- Car leasing schemes (if provided)

Other general information:-

- Facility time and facilities provided for trade union officials and health and safety responsibilities.
- Sporting, social, welfare or other facilities provided which may be asserted to the employment benefits of staff.
- Any relevant collective agreements

Names of individuals would not be required as the above information would only be for Contract pricing.

Schedule C: Specification *

Service Specification

Service Specification Name: Independent Mental Health Advocacy Service

Service Area/Programme: Mental Health

This Service Specification forms an annex to the Contract and is subject to all the conditions contained within the Contract. This Service Specification will be reviewed on an annual basis in consultation with the service provider, and in line with an agreed Performance Monitoring Framework.

SERVICE SPECIFICATION

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Service Profile	
Start Date and End Date	1 st December 2012 – 30 November 2015
Type of service	Independent Mental Health Advocacy Service (IMHA)
Service provision ID/Ref Number	MH
Service Description	
Services provided	Expert Advocacy
Service availability (times)	Appointments available between 10am – 4pm Mon-Fri across Sandwell, Dudley, Walsall & Wolverhampton agreed venues & communities
Level of Provision Support	Low - high level support
Target Duration of Support	As needed/dependant on individual cases
Service Availability	
Primary service user group	Adults who have been detained under the Mental Health Act 1983 & occupying compulsory admission beds
Age ranges for primary service user group	18+
Secondary service user group	Adults living in the community under a Supervised Treatment Order and qualifying patients.
Age ranges for secondary service user group	18+
Ethnic or Culturally-Specific Group Supported	All ethnicities
Language(s) Supported	All
Religions Supported	All
Referral Routes Accepted by Service	Statutory Agencies Voluntary /Community Organisations Self referring individuals Family/Carers
Service Users Excluded	Exclusions considered on a case by case basis
Geographical Coverage or Exclusions	Wolverhampton Areas, Walsall, Sandwell and Dudley MBC residents accepted
Joint funding partners (Joint Commissioning Partnership)	Wolverhampton, Walsall, Sandwell and Dudley Joint Commissioning Units – Mental Health
Commissioner Lead	<div style="display: flex; align-items: flex-start;"> <div style="width: 100px; height: 40px; background-color: black; margin-bottom: 5px;"></div> <div style="margin-left: 10px;">Wolverhampton JCU</div> </div> <div style="display: flex; align-items: flex-start;"> <div style="width: 100px; height: 20px; background-color: black; margin-bottom: 5px;"></div> <div style="margin-left: 10px;">Sandwell JCU</div> </div> <div style="display: flex; align-items: flex-start;"> <div style="width: 100px; height: 20px; background-color: black; margin-bottom: 5px;"></div> <div style="margin-left: 10px;">Walsall JCU</div> </div> <div style="display: flex; align-items: flex-start;"> <div style="width: 100px; height: 20px; background-color: black; margin-bottom: 5px;"></div> <div style="margin-left: 10px;">Dudley JCU</div> </div>

1. Purpose

1.1 Aims

1.1.1 To provide high quality and expert advocacy services for all qualifying patients, due to restriction under the Mental Health Act.

1.2 Strategic Outcomes

1.2.1 The Joint Commissioning Consortia seeks to achieve outcomes that are aligned with the following five areas of Every Adult Matters and it's vision for independence, well-being and choice

- Economic Wellbeing
- Enjoy and Achieve
- Be Healthy
- Stay Safe
- Make a Positive Contribution
-

1.2.2 Specific service outcomes are specified in section 8.

1.3 Evidence Base and Key Documents

1.3.1

Common mental health problems are rated to be one of the highest causes of illness in the

country today and its consequences multi-faceted – impacting on health, socio-economic status, relationships and ability to work and function in society.

This is a new national service initiative due to the MHA requires the provision of effective mental health advocacy being available to qualifying patients under the act. The commissioners seek to achieve outcomes in line with DOH IMHA Commissioning Guidance.

1.4 General Overview

1.4.1 Deliver high quality independent advocacy to all qualifying patients under the MHA. This will include balanced information to enable patients to make informed choices regards their care and treatment, understand their rights particularly related to the MHA and support them to exercise these rights, and to signpost patients to other appropriate agencies and services who provide specialist advice and information as appropriate.

1.4.2 The service will work in line with key agendas that will ultimately enable adults to become independent, improve their wellbeing and ultimately ensure development of service users so they are enabled to access provision of mainstream community resources, including education and employment opportunities.

1.4.3 The service will work in line with current statutory and voluntary provision to ensure service users can access a range of services that meet their needs.

1.4.4 This approach supports the principles of independence, choice and control and the concepts of personalisation.

1.5 Service Principles

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- a) To help people with mental health needs to improve their health and well being through accessing information or services or signposting on at their request.
- b) To enable people to develop confidence to make their own views known and are acted upon in a timely manner.
- c) To develop service user involvement
- d) To enable adults to actively access the services that they wish to engage with
- e) To provide an empowering service which is integrated with wider health, social and voluntary sector provision as part of a co-ordinated spectrum of community based provision for adults with mental health problems.
- f) To promote social inclusion, equality and social justice
- g) To represent the views of people using services within the community and the service itself.
- h) To provide a service that is sensitive to the needs of people from diverse communities
- i) To support self advocacy and empowerment
- j) To be safe, confidential and non –stigmatising
- k) To ensure the information concerning service users is shared with them.
- l) To take into consideration the commitments of adults e.g childcare
- m) To be accessible and inclusive to all adults by taking account of race, culture, religion, age, disability, sexual orientation and with regard to premises location and safety of the environment
- n) To consider the provision of transport for adults who may have difficulties in accessing the service as a result of physical disabilities or suffering from mental ill health.
- o) The service will be fully compliant with the Mental Health Act 1983 and the code of practice (Mental Health Act 1983) for England.

(Principles adapted from the Department of Health)

2. Service Delivery

2.1 Service Operation

- 2.1.1 The service will be available across Wolverhampton, Walsall, Sandwell and Dudley and be easily accessible by the target group, to ensure the service user needs and principles will be met.
- 2.1.2 It is envisaged that the service opening hours will be flexible in order to meet the identified needs of the service users, however it is expected that the service will be available to adults between the hours of 9.00am and 4.00pm Monday –Friday on an appointment basis. It is expected that the service will deliver 1700 hours of advocacy/supporting work for a minimum of 145 referrals, 90 individual

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completed outcomes. These hours and targets are expected per borough, per annum. The hours may be varied upon if there is evidence that the service is not meeting the needs of service users.

- 2.1.3 The service will have full access to the premises for adults with physical disabilities and comply with the Disability Discrimination Act 2000.
- 2.1.4 The service will be accessible to adults aged 18 and over who are Wolverhampton, Walsall Sandwell and Dudley residents.
- 2.1.5 The service will cover the Wolverhampton, Walsall, Sandwell and Dudley areas, and be available at all acute and non-acute hospital facilities at pre-planned times throughout the week.

2.2 Target Client Group

Group:

2.2.1 All qualifying patients under MHA, occupying compulsory admission beds, within Wolverhampton, Walsall, Sandwell or Dudley or living in the community under Supervised Treatment Orders (STO).

IMHA is only available for patients detained under MHA. Separate arrangements are available of non-detained people under alternative advocacy schemes within the areas.

2.3 Profile of Service Users

- 2.3.1 The service shall be provided to adults who may demonstrate the following:
- have mental ill-health, are recovering from mental ill-health or at risk of mental ill-health and
 - are willing to engage with the service, and
 - need support to gain independence, or
 - have had experience of the criminal justice system
 - have or have experienced are experiencing substance misuse issues
 - have received dual or multiple diagnoses.

The service will be available to all adults who wish to engage regardless of their history. The service will appropriately engage with service users and identify the level of need on an individual basis.

2.4 Marketing

2.4.1 The service will continually attempt to engage populations that are underrepresented within the service and pilot different ways of marketing that might be more appropriate to potential service users.

2.4.2 The service will take into account those adults who may be restricted in attending the service and be flexible in providing and promoting community opportunities that will allow adults areas wide to engage.

2.4.3 The service will therefore make use of a range of promotion material.

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2.5 Referrals

2.5.1 Self Referral by qualifying patients, or by third parties (for example hospital managers, responsible clinicians, approved mental health professional or local social services authority).

The provider staff will prioritise cases and will make available on request a copy of their referral policy.

2.5.2 Process

- provider to ask service user/referrer minimum eligibility questions: e.g. age and residency.
- referral accepted from source and service user details (as listed) logged onto referral database
- provider to give service user an 'Initial Contact' appointment within 3 days of referral date over the phone and offer to confirm appointment by writing

2.5.3 The provider will collect the following information about a service user when accepting a referral/self referral:

- Referral source
- Contact details (service user and next of kin/agreed contact)
- Date of birth
- State of health (including any medication and nature of mental health needs)
- Ethnicity
- Reason for referral
- National Insurance number
- Contact details of GP and other relevant health professionals, if available
- Date of referral and initial contact appointment

2.5.4 Each referral must contain a systematic risk assessment of the likelihood of risk of harm to or from the service user.

2.6 Acceptance

2.6.1 The provider is expected to have clear procedures regarding the acceptance of a client which should include processes for acceptance and operation in terms of waiting lists.

2.6.2 The provider may refuse a referral where an assessment of personal circumstances and risk clearly demonstrate a substantial risk of harm to or from the service user.

2.6.3 As a minimum the Initial Contact Appointment will include an assessment of need carried out by the provider that will also incorporate a risk assessment to ensure the safety of the service user, other service users and members of staff.

2.6.4 The provider must be aware that there will be varying needs of adults that must be catered for accordingly to ensure future engagement.

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2.6.5 The provider will ensure the service user is made aware of the opportunities available that may be appropriate to their need.

2.6.6 The provider will also give the service user a 'welcome pack' to explain the service and any other literature that is relevant to the service user.

2.6.7

The provider will complete a summary and contact log for each individual service user that details the purpose of the meeting and the advocacy that is carried out. The summary should contain relevant personal information (including risk) and the contact log should include activity carried out, date, time and venue of appointment.

2.6.8

The provider will be expected to work with any other agencies involved in the care of a service user where relevant. Service users will be given advice/ and guidance based on their identified needs, interests and aspirations. The service should be delivered with a 'person centred' approach, therefore ensuring that support is designed around the individuals' needs. The service will have a robust assessment and review procedure to ensure advocacy ends once the purpose for referral has been resolved.

2.6.9 Advocacy should be given where a specific outcome is identified. Once the outcome or issue has been resolved, the case should be closed. An individual may be referred again for a new/separate issue.

2.6.10 The service will operate on a caseload and appointment basis.

2.6.11 The service will also refer to mainstream or voluntary sector services to ensure additional needs of the service users are met. Referrals may include additional self help groups, education or employment opportunities/support.

2.6.12 The Provider reserves the right to withdraw advocacy support if:

- An IMHA is threatened verbally or physically
- The support could be more appropriately carried out by another agency
- The support requested falls outside of the scope of work the service undertakes.

2.7 Service Delivery

2.7.1 The provider will be expected to offer appointments across the areas or where they have been requested to attend, as long as the environment is deemed 'safe'. The provider should also promote the service amongst other providers and agencies.

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2.7.2 An Engagement policy will be developed as a three-way agreement of operation protocol between Commissioners, Provider and the NHS Provider. This protocol will be reviewed annually in quarter three in which the provider will be expected to be fully involved. A breach of this agreement will be regarded as a breach of contract, and will be subject to immediate review by the Joint Commissioning Partnership which could result in the withdrawal or suspension of the IMHA service.

The provider will provide assistance for patients, who do not speak, read or write English or who have communication difficulties (including, without limitation, hearing, oral and learning impairments).

Provider staff will work in a spirit of co-operation and partnership with other agencies: statutory, independent and voluntary. They will assist staff and service managers who are likely to refer their patients and service users in understanding the role of the IMHA service and how to access the service.

The IMHA's will be bound by the confidentiality policy of the provider, which will be legally accurate. This policy will reflect that all case work will be regarded as being confidential within the provider organization, and not exclusively to the individual IMHA. They will also comply with the confidentiality arrangements within the Engagement protocol. All IMHA's will be supervised at least monthly by their line manager and PDP that is assessed, implemented and evaluated on a yearly basis. The provider will comply with Data Protection Act 1998.

The IMHA service will provide the following input to qualifying patients:

- To help patients understand the legal provisions that they are subject to under the MHA and the rights and safeguards to which they are entitled to.
- Gaining information on provisions of the legislation under which they qualify for an IMHA, conditions or restrictions s/he is subject to, the medical treatment being given, proposed or being discussed and that they legally apply, and his/her rights under the act and how these can be exercised.
- Support to exercise these rights which may include, accessing information and better understand what is happening to them, supporting patients to explore options, make better informed decisions and actively engage with decisions that are being made, support qualifying patients to articulate their own views and where required speaking on the patients behalf and representing them.
- Advocacy will be delivered on an individual basis. In general they will support the patient in their chosen course of action, unless this course of action puts the patient, the IMHA or others at risk of danger or the action is illegal. The provider will have in place a policy for addressing the needs of non-instructed advocacy.
- Responses to referrals will be carried out within an agreed and acceptable time frame. The IMHA is not expected to provide 24 hour/7day a week response to requests or react to emergency calls.

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The IMHA will not provide “expert witness” or be expected to function as “appropriate adults” (Police and Criminal Evidence Act, 1984)

- Although the Joint Commissioning Consortia is commissioning this service to ensure availability of access to advocacy for qualifying patients, this will not preclude individual patients from making their own arrangements for advocacy support. Therefore to assist choice the provider will update and maintain a library resource of other known advocacy services.
- The provider will have policies and procedures for making and maintaining records of engagement with patients.
- Patient Involvement and feedback will be an essential component of evidence required for quality assurance purposes. The provider will be required to show evidence of having taken account of qualifying patient’s views about the service particularly around accessibility and impact, the provider will need to discuss with commissioners and the BCMHFT how they intend to gather this information and any other views or information obtained from service users will be gained or used.

Service operation and quality improvement

- Correlation of complaint information highlighting themes and proposed action responses.
- Records of staff CRB, and successful completion of IMHA module from National Advocacy Qualification.
- Report on level of supervision and evidence of PDP process for IMHA’s.
- Records of advocacy awareness training and noting of attendees
- Evidence of reflecting and evolving practice. Ongoing programmes of audit of service delivery, Service development plan.
- Annual report covering: quantification and description of the activities of the last year/profile of patient use by gender/ethniareas/summary of collective issues/evidence and reflection on service achievements/Report of annual accounts.

3. Exit and Future planning

3.1 Following a service user’s ‘initial contact’ the Advocate and service user should agree options and ‘Next steps’, including next appointment dates. This should be accurately recorded and a copy provided to the service user. If a referral is not accepted they should be signposted or referred to another agency suitable for their needs. This should be clearly documented and recorded.

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- 3.2 If a service user fails to attend a planned appointment the provider should attempt to make contact by phone over a period of 3 days. If there is no contact on the 3rd day the provider will attempt to contact any next of kin or the Care Coordinator to ensure the safety of the service user.
- 3.4 Where a service user has successfully achieved their outcomes and, the provider should carry out an 'exit assessment' and clearly document the achievement of the individual and any advice that is given.
- 3.6 If the provider feels the service user should not be exiting the service they must document this and encourage the service user to remain engaged until the outcome has been achieved.
- 3.7 All exits 'planned' or 'unplanned' will be recorded.
- 3.8 The IMHA's will close casework when the following occur:
- The admission episode is ended and the patient is nearing discharge and no longer subject to MHA restriction.
 - When the IMHA has completed working through identified and agreed actions with the patient.
 - The patient moves out of the areas on placement.
 - Where outstanding issues remain that are not as a result of the patient's MHA restriction, these will be considered for the General MH Advocacy service.

4. Service User Information

- 4.1 The service will deliver interventions that promote 'self-help' and wellbeing in various ways to service users – i.e.: individual sessions, , signposting to self help groups and self advocacy.
- 4.2 The information should cover all elements of service delivery
- 4.3 The provider will have a complaints procedure. Where the provider becomes aware of themes of issues raised by more than one person or groups they should have a protocol set out to handle such issues, which will be discussed with the NHS Provider and Commissioners.
- 4.4 Information and Health Care Promotion
The provider must have a written Welcome Pack concerning its services which should be given to service users not later than the first contact. This document should include:-
- Aims and objectives of the service and service components

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- Outline of the service provided
- How the service user or someone on their behalf can contact a relevant person
- A statement about the provider's policy on equal opportunities/non-discrimination
- Service agreement (a copy to sign and return and a copy for the service user to retain). The agreement must include details of:
 - opportunities for service user involvement
 - Safeguarding Adults and Safeguarding Children Procedures
 - How to report complaints, comments and compliments
 - A statement concerning confidentiality
 - The provider's procedure for dealing with non attendance or concern for the service user's welfare.

5. Service Development

- 5.1 The provider will make strong partnership links with agencies to develop the service and support adults in accessing mainstream provision. These will include Care and community providers within the respective Primary Care Trusts and Community Mental Health Teams. The service should be delivered in line with the principles listed and establish and maintain partnerships that promote the service and encourage the development of service users as appropriate. The provider will also maintain such partnerships to enable the needs of service users to be met.
- 5.2 The provider will be expected to ensure representation on the Mental Health User Action Groups through its service users and also work closely with the Commissioning, Community Development, Procurement and Quality and Compliance teams.
- 5.3 **Key Agendas**
This service should be delivered in line with:
- Joint Commissioning Partnership Mental Health Strategies
 - Putting People First and the Personalisation Agenda

6. Service Staff

- 6.1 The service will be provided by staff that have been selected on the basis of the agreed job descriptions and person specifications. There will be a strong emphasis on recruiting adults who can demonstrate an understanding of the particular needs of the adults with mental health problems and who can exhibit a high degree of warmth and empathy towards service users.
- 6.2 The provider will use staff that are appropriately trained and have appropriate health, social care or 'life experience' (including personal experience of mental health). Examples of qualifications for staff and volunteers may include:
- Foundation and intermediate level - NVQ2/NVQ3 in Direct Care or equivalent

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- Foundation Certificate in Mental Health L2
- Certificate in Community Mental Health L3/ Social work qualification or equivalent
- Advocacy specific qualification
- Managers will be expected to have a relevant management qualification such as NVQ L4 in Management or equivalent.

6.3 Staff will be subject to the provider's employment terms and conditions and policies and procedures. IMHA appointments should meet the legal requirement on training, clearance checks and independence. There is a clear expectation that staff will undertake and successfully complete the IMHA module of the National Advocacy Qualification as soon as possible and within one year of an IMHA starting employment (making necessary adjustments for maternity leave, long term sickness or other such absence). Documentary evidence will be used by commissioners as part of QAF. Workers must also be adequately trained in matters relating to mental health and legal and social implications for people with mental illness as well as current best practice in advocacy for mental health.

6.4 When operating on Trust premises they should have an awareness of Trust policies and procedures for use within their work with patients which will include all necessary NHS Provider Health and safety requirements.

6.3 The staffing specification should be relevant to the service provided and ensure that capacity allows for a quality service to be delivered.

6.4 Staff will be employed in line with the Working Practices specified in section 10 of this specification.

7. Equality and Diversity

7.1 Every effort will be made to recruit staff who can meet the needs of service users from diverse backgrounds -see Section 10.

7.2 The service shall monitor and record the ethnic background, gender and age of service users and compile a report annually including an analysis of the findings and proposed actions if access is seen to be unrepresentative. The demographic breakdown of Wolverhampton Areas, Walsall, Sandwell and Dudley MBC's shall be used as a benchmark to assess performance. The report will be inspected during service reviews. Information relating to ethnic background shall be collected as prescribed in Appendix 1 – Monitoring Codes.

- Gender specific agendas
- New Horizons
- Social Inclusion
- National Advocacy Guidance

8 Service Performance



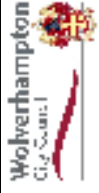
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8.1 Service Results

Service providers will be required to provide information regarding services provided. For purposes of accountability and monitoring, the service provider is expected to maintain systems that collect the information detailed in the Service Specification. Reporting will generally be through a quarterly system with an annual report. The Joint Commissioning Consortia will provide a format for reporting and staff may undertake random compliance checks and surveys from time to time. These targets are per Borough and Per Annum

Service Outcomes	Key Performance/ Impact Measure	Performance Targets	Data Set/Evidence Base	Strategic Link/NSF Standard
a) To positively engage with the target audience – adults detained under the MHA or on STO	Number of referrals	Minimum 145 people	Total number of service users referred & engaged in service and broken down by ethnicity, gender and area.	New Horizons local strategies
	Number of adults advised and supported	Minimum 90 adults	Database for all elements of service activity and outcomes recorded Caseload information	
b) To successfully advocate and achieve positive outcomes for the service	Number of adults advised and supported from marginalized groups			
	Number of adults who complete an initial appointment	Visits each quarter to min 3 new partner agencies and representation at the monthly Drug Treatment and Care Meetings to promote the service	Details of promotional activity and feedback from community services regarding advertising/promotion	
	Promotion amongst services	Baseline for first two quarters and will then be reviewed.	User information/case information/service user feedback	New Horizons local strategies
	No. of cases closed Successful outcomes /issues resolved			

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Service Outcomes	Key Performance/ Impact Measure	Performance Targets	Data Set/Evidence Base	Strategic Link/NSF Standard
<p>c) Service users receive quality advice and support</p>	<p>Hours of direct advocacy to achieve contract outcomes</p> <p>Number of people who feel the service is meeting their identified needs</p> <p>The service sees everyone who is referred or self-referred in a timely manner</p>	<p>1700 hours</p> <p>90% of total service users</p> <p>2 weeks from date of referral to initial contact appointment.</p> <p>Length of time between initial appointment to closing case</p> <p>Baseline</p>	<p>Time table /contact log/ management info</p> <p>Service user feedback at exit Reviews /evaluations</p> <p>360 Reviews where possible and for quality purposes</p> <p>Contact log</p> <p>Management info</p> <p>Case files</p> <p>Time form assessment to input</p> <p>Frequency of reviews</p> <p>Action Plans</p>	<p>New Horizons local strategies</p>
<p>d) Increase access from marginalized groups to improve wellbeing and prevent ill health</p>	<p>Number of service users of BME origin, lone parents, any disabilities or who are LGBT engaged with the service</p>	<p>Baseline</p>	<p>Numbers engaged per group as a percentage of total service users</p> <p>Numbers and percentage retained</p>	<p>New Horizons local strategies</p>

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8.2 Service Milestones

Output	Target/No.	Due date	Quarterly Target	Evidence Requirements
a) To devise a comprehensive management information and finance system to collate accurate data and statistics as per Specification	System for collating: User info-personal & ethnicity data Referrals Collating survey results Client attendance/leave dates Client reviews Expenditure incurred (This is not exhaustive)	By Dec 2013	Ongoing Return dates to be agreed	Reports Audit Quarterly monitoring – Finance Quality Performance
b) To provide appointment sessions	1.programme of activity sessions with scheduled appointments and admin time	By Dec 2013	Evaluation of process dates to be agreed	Copy of completed programme
c) To develop and devise referral pathways and paperwork to ensure seamless referrals in and out of the service	1 set of standardised paperwork Evidence of sharing referral processes with key partners	By Dec 2013	Evaluation of process dates to be agreed	Copy of referral process and paperwork
d) To develop and devise a review process (including exits) that accurately captures the development of the service user – to include all service users	To record information to demonstrate accurate user satisfaction as per performance indicators and general satisfaction evaluations	By Dec 2013	Ongoing Return dates to be agreed	Monitoring Quarterly Completed evaluation surveys, with a summary of the results. (Evaluation to be held on site & available to audit – summary to be forwarded)
e) Produce a range of information detailing support available	Appropriate material to be produced for promotion of the service to the target market and community	By Dec 2013	Evaluation of process dates to be agreed	Copies of leaflets Monitoring form
f) Publicise the service	To visit at least 1 organisation per month that may be able to refer & promote service.	By Dec 2013	Evaluation of process dates to be agreed	Quarterly monitoring
g) Evaluate the impact of the service - Gather information and measure impact on service users and the community	Annual report as per specification	01.10.13 01.10.14 30.09.15		<i>Annual report to be produced.</i>

9. Recruitment and Selection of Service Staff

- 9.1 There shall be a clear written job description for all posts. There must be a written statement of what qualifications, training, experience, special knowledge and skills are (or are not) required for specific posts and these requirements should be appropriate to the post in question. The Commissioners may wish to contribute to the development of job descriptions and these should be made available on request.
- 9.2 The Provider shall ensure job applications are in writing and include such factual information as previous experience and relevant qualifications and/or training. The form must detail a full employment history and gaps must be explained.
- 9.3 The Provider shall confirm new staff in post only following satisfactory outcome of checks which include all of the following:
- Verification of identity
 - Enhanced Criminal Records Bureau check
 - POVA and POCA registers or prevailing national checks
 - Work permit (if appropriate)
 - Declaration of medical fitness
 - Sex offenders register
 - Declaration of past offences in line with current law
 - Safeguarding of Adults and Children
 -
- 9.4 The Provider's recruitment and selection process shall demonstrate a commitment to equal opportunities and non-discrimination and be compliant with all relevant legislation.
- 9.5 All staff including office staff and support workers employed shall sign an undertaking on confidentiality. A signed copy shall be retained on all staff files.
- 9.6 Staff shall not begin employment until satisfactory outcomes of relevant security checks have been received. Evidence that a satisfactory outcome from the check has been received shall be recorded on all staff files.
- 9.7 Service users should where possible be involved in the recruitment, selection and interview procedure.
- 9.8 The Provider shall have in place all relevant policies relating to staffing and workforce development and shall ensure that they are updated as required.

10 Working Practices

10.1 The Provider shall provide guidance for care and support staff/volunteers on the tasks, which may have to be undertaken. As a minimum, staff and volunteers should receive an induction, which includes written guidance detailing:

- Health and safety requirements
- Confidentiality
- Mental Health Act 1983 and any amendments
- Mental Capacity Act
- Non-attendance
- Contact with social services staff and other professionals, relatives and carers
- Dealing with complaints
- Respecting service users' privacy
- Discovery of an accident to a service user
- Recording of accidents and incidents
- Dealing appropriately with emergency situations
- Safeguarding Adults and Children procedures
- Whistle blowing policy
- Professional boundaries
- Record keeping practice
- Organisational policies and procedures including a volunteers policy
- Compliance with Data Protection Act 1998

10.2 Safeguarding

10.2.1 The provider must have an up to date copy of Wolverhampton's, Walsall's, Sandwell's and Dudley's Safeguarding Adults policies and procedures and comply with guidance and requirements within those policies.

10.2.2 The provider will produce their own safeguarding policy and procedures which reflects those of Wolverhampton Areas Council, Walsall, Sandwell and Dudley MBCs. Good practice should also include the identification of an appropriate manager within the organisation who will take the lead on Safeguarding vulnerable adults, with a nominated manager to cover that manager's absence.

10.2.3 The provider safeguarding policy and procedures will identify what abuse is, types of abuse and detail examples of indicators of abuse. The policy will refer to all service users of the provider.

10.2.4 All staff should be made aware of where both policies are kept and have ready access to them. As part of the induction process the provider should keep a record of when each member of staff (including agency staff) read the policy, sign to say it has been read and that supervision records include a demonstration that staff have understood the principles and processes in relation to safeguarding vulnerable adults. Provider must evidence on an annual basis that all staff have

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updated their knowledge of the organisation's policy.

10.2.5 All staff employed by the provider must undertake safeguarding training that, if not provided by Wolverhampton Areas Council, Walsall, Sandwell or Dudley MBCs is accredited by the Learning & Development Units of the Councils. Training should be refreshed every two years.

10.2.6 Safeguarding vulnerable adults training will ensure that all staff are aware of the organisation's procedures should a safeguarding concern arise, who to discuss this including who to approach if there are concerns about their immediate manager. The training and policy should also include guidance for staff if they receive a disclosure from a service user.

10.2.7 The provider should also provide details of how it will support staff making a report, and enable relevant staff that are required to attend safeguarding meetings to do so in work time. In some situations managers will be required to ensure staff and service user with the development of risk assessments.

10.2.8 Should staff be subject to disciplinary process due to safeguarding concerns, the provider safeguarding policy should detail how staff will be supported through any such process and ensure referral to the POVA/Independent Safeguarding Authority if required.

10.2.9 Upon receipt of a safeguarding vulnerable adult concern the manager will ensure that a referral is made to the relevant social work team in Wolverhampton, Walsall, Sandwell or Dudley or the respective Safeguarding Unit. In situations where there is immediate danger to the service user or member of staff the police must be called on 999.

10.2.10 The provider will submit on an annual basis the number of safeguarding referrals each provider has raised in the course of the year and any changes the provider may have made as a result of the referral.

10.3 The Provider shall ensure that members of staff understand the professional boundaries of their contact with service users e.g. support staff should not give service users' their home address or telephone number, or personal mobile number.

10.4 The Provider must also ensure that members of staff understand that they cannot accept gifts or bequests from service users and that they must not be involved in any way in wills of service users.

10.5 The Provider shall ensure it has systems to provide cover for planned and unplanned staff absences and evidences this by keeping a record of staff rotas. These records shall be made available for monitoring.

10.6 The Provider shall have a manager or supervisor on duty who can deal with any difficulties appropriately, who are contactable by staff during operational times.

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- 10.7 The Provider shall provide sufficient numbers of suitably qualified, experienced and capable paid staff to maintain service delivery.
- 10.8 The Provider will ensure the service has appropriate capacity and can remain in operation if staff are absent due to sickness or holiday.
- 10.9 It is the Provider's responsibility to ensure that each individual member of staff has their training needs identified through annual appraisals and supervision. The support provider shall ensure that access to this training is made available.
- 10.10 The Provider shall adopt practices which foster a constructive working environment and avoid a high turnover of staff.
- 10.11 Health and Safety
The Provider must make provision for its employees in accordance with all health and safety legislation.
- 10.11.1 As well as the minimum requirements the support provider shall also make the following considerations in their Health and Safety policy, where appropriate:
- Appropriate vaccinations for support workers to protect them against -
 - infectious conditions
 - Protective materials and equipment needed for support workers
 - Infection control guidelines
 - Manual Handling
 - Handling Hazardous Substances
 - Food Hygiene
 - Ensure all accidents are recorded in an accident book and serious
 - accidents are recorded in line with Health and Safety legislation
 - Analyse recorded accidents and make proposals to eradicate any hazards
 - Comply with the Health and Safety at work Act 1974 and any amendments
- 10.11.2 All Health and Safety incidents shall be reported to the respective Joint Commissioning Unit.
- 10.12 Equality and Diversity
- 10.12.1 The Provider shall adopt a policy to comply with its statutory obligations under the Equality Act 2006 and accordingly will not treat one group of people less favourably than others because of their colour, race, nationality or ethnic origin in relation to decisions to recruit, train or promote employees. The provider must demonstrate that they have a robust equal opportunities policy in place.
- 10.12.2 The Provider shall at all times observe a policy of equal opportunities in employment for all workers and in relation to the provision of goods, services or facilities regardless of race sex marital status age sexual orientation or disability. The provider shall therefore comply with the requirements of the Sex Discrimination Act, 1975, the Equal Pay Act, 1970

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(as amended on 1st January, 1984), the Race Relations Act, 1976 as amended by the Race Relations (Amendment) Act 2000 and the Disability Discrimination Act, 1995.

11. Quality Assurance, Performance and Payment

11.1 The quality and performance of the service shall be monitored using the processes outlined in the Monitoring and Performance Framework which will be in operation from January 2010.

11.2 The Provider shall submit timely and accurate information, as requested and evidence of the achievement of requested quality indicators.

11.3 The Provider shall be able to evidence continuous improvement in the quality and performance of the service.

11.4 The Provider will submit an annual report to demonstrate quality and performance achieved and compliance to any legal regulations.

11.5 Complaints

11.5.1 All Service Users and referrers will be made aware of the Complaints Policy and will be encouraged to bring concerns, complaints and suggestions to the attention of the Provider.

11.5.2 All complaints will be acknowledged in writing and attempts made to resolve complaints effectively and as speedily as possible.

11.5.3 Service Users will also have access to Wolverhampton Areas Council, Walsall, Sandwell or Dudley MBC's Complaints Policy. The Provider will be required to participate in complaint investigations.

11.5.4 The Provider will be asked to demonstrate actions undertaken as a result of a complaint and to share this with service users and within annual reports. The Council may request to see actions completed/improvements made to address areas of concern that were identified as a result of a complaint.

11.6 Monitoring and Evaluation

11.6.1 The provider will be required to provide financial and monitoring information on a quarterly basis. The dates for reporting will be agreed by the Joint Commissioning Consortia and the Provider.

11.6.2 The non-submission of this information may directly impact on how the provider can access funds and may put funds at risk of claw back by the Joint Commissioning Consortia. It is therefore important that the necessary information is provided to enable payment.

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11.6.3 Where an organisation fails to provide monitoring and financial information by the agreed deadlines the following process will be instigated:-

- part payment may be suspended
- outstanding information will be requested to be submitted within 3 working days – this will be done by fax, e-mail or letter
- Failure to provide the information by the second deadline will result in the invocation of Clause 16.0 of the Contract Terms and conditions.

11.7 Quality Compliance

11.7.1 The service will strive to achieve the agreed outcomes in the quality framework and in addition will comply with:

- NICE guidance
- Best Practice guidelines issued by the Department of Health
- National Institute for Mental Health
- Government guidelines
- New Horizons
- Best practice research or guidance

SANDWELL INPATIENT ADVOCACY SERVICE SPECIFICATION

1. Purpose

1.1 Policy context

- 1.1.1 This specification details the requirements of an advocacy service (referred to throughout as “the Service”) for mental health inpatients in Sandwell other than those who are qualifying patients¹ under the Mental Health Act 1983.
- 1.1.2 The Service is commissioned on behalf of Sandwell Primary Care Trust (“the PCT”), by Wolverhampton City Council (“the Lead Commissioner”), as part of a wider advocacy commissioning exercise which also includes the IMHA (Independent Mental Health Advocacy) service, which is being commissioned on a Black Country-wide basis.
- 1.1.3 The Service will act alongside the IMHA service, which is provided to people subject to the provisions of the Mental Health Act.

1.2 Local strategic context

- 1.2.1 This specification relates to the non-statutory element of mental health advocacy services and should be read alongside the specification for services provided under the Independent Mental Health Advocacy service for qualifying patients under the Mental Health Act 1983. The Service is to be provided in the inpatient setting only. Community advocacy is commissioned under separate arrangements.

1.3 Aims and Objectives of the Service

Aims

- 1.3.1 To deliver a model of professional advocacy to Sandwell’s mental health hospital inpatients. The Service, which shall be provided by trained, paid advocates, shall safeguard people’s rights, encourage a culture of independence and encourage people who use the service (known throughout this specification as “Service User/s”) to express their own views with support from advocates when required.
- 1.3.2 To integrate the principles contained in current and relevant policy and practice developments² to enable Service Users to be put in charge of their own lives (and to prevent possible abuse and exploitation) by promoting independence, well being and choice as an integral part of the wider transformation of health and social care service delivery.
- 1.3.3 To provide short term, issue-based one-to-one professional advocacy to Service Users experiencing mental health problems within an inpatient setting.
- 1.3.4 To provide specialist support to meet the needs of black and minority ethnic communities within the overall advocacy service, with a staff group that is able to meet diverse needs.
- 1.3.5 To build, maintain, and develop effective working relationships with mental health staff in an

¹ The Mental Health Act 1983 calls patients who are eligible for the support of an Independent Mental Health Advocate ‘qualifying patients’.

² For example, the Sandwell Adult Mental Health Joint Commissioning Strategy, local Safeguarding Vulnerable Adults Procedures, Equal Opportunities policies, plus any relevant sections pertaining to the service area including in NICE guidance, MH National Service Framework and Policy Implementation Guide, Mental Health Act Commission recommendations etc.

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inpatient setting, other advocacy and patient liaison services e.g. Sandwell Advocacy, Patient Advice and Liaison Service, Independent Mental Capacity Act service (IMCA), etc.

Objectives

The Provider shall:

- 1.3.8 meet with other advocacy providers in order to develop and implement an engagement protocol in respect of key stakeholders in order to improve understanding of roles, responsibilities and boundaries.
- 1.3.9 provide to the Lead Commissioner an annual report regarding issues raised through advocacy provision.
- 1.3.10 provide an information pack to potential new Service Users containing a description of the advocacy service, its aims and objectives, referral form and annual reports. The information pack shall provide answers to some of the basic questions that individuals may have, and will be readily available to potential new referrals and during service delivery and other promotional / marketing events.
- 1.3.11 meet the following objectives:
 - 1.3.11.1 provide professional advocacy support to people who are not classed as qualifying patients under the provisions of the Mental Health Act 1983 (whose needs are met by the statutory IMHA service).
 - 1.3.11.2 react to both self referrals and referrals (see section 3.3) for time-limited support to individuals until work on specific issues is complete, supporting people to get their views heard and helping people to make informed decisions.
 - 1.3.11.3 where a Service User is due to be discharged from inpatient care before an issue about which advocacy is being provided on their behalf has been resolved the Provider shall ascertain from the Service User whether s/he wishes the Provider to continue to provide them with the Service until the issue has been resolved or to transfer responsibility for resolution of the issue to the provider of the community advocacy service, and then proceed in accordance with the Service User's wishes .
 - 1.3.11.4 ensure appropriate marketing of the Service to people accessing in-patient services, with particular reference to people from black and ethnic minority communities.
 - 1.3.11.5 develop engagement protocols with in-patient services, building on the engagement protocol for the statutory IMHA service.
- 1.3.12 operate a complaints procedure which is easily accessible to Service Users. Advice on how to make a complaint will be widely distributed to staff, volunteers and Service Users.
- 1.3.13 conduct annual Service User satisfaction surveys. (Also see related paragraph 6.3 in Monitoring and Review Process section).

2. Service Scope

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2.1 Service user groups covered (including care clusters, where relevant)

2.1.1 The Service will be available to inpatients of Hallam Street Mental Health Hospital aged over 18 with functional mental health needs and including those who have a co-existing mild learning disability (where the mental health problems give rise to their principal need for services).

2.2 Exclusion criteria

2.2.1 The Provider shall develop and operate a formal, structured exclusion procedure, which shall be activated in respect of Service Users displaying unacceptable behaviour.

2.3 Geographical population served

2.3.1 In order to receive The Service an individual must be a Sandwell mental health hospital inpatient.

2.4 Service description

2.4.1 This specification sets out the requirements for the Provider to provide advocacy services for those people specified in paragraph 2.1.1.

3. Service Delivery

3.1 Location of service

To be ascertained via tender process.

3.2 Days/ hours of operation

3.2.1 The Service shall operate Monday to Friday, inclusive, 52 weeks a year, between the hours of 9.00am and 5.00pm. The Provider shall operate an on call system to give staff access to a manager within the organisation for advice. However, The Provider is not commissioned to provide a 24-hour on call advocacy service.

3.3 Referral processes

3.3.1 The Service may receive referrals from:

- 3.3.1.1 self referrals from people with functional mental health needs
- 3.3.1.2 carers, family or friends of people with functional mental health needs
- 3.3.1.3 organisations who represent people with mental health needs e.g. Unique People
- 3.3.1.4 GPs and primary care services
- 3.3.1.5 inpatient services at Hallam Street Hospital
- 3.3.1.6 community based mental health services
- 3.3.1.7 other advocacy providers
- 3.3.1.8 other voluntary, statutory and private sector organisations

3.4 Care pathways

3.4.1 The Provider shall:

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- 3.4.1.1 signpost Service Users where particular support and expertise is available elsewhere e.g. Mental Health Carers' Team, IMCA, statutory IMHA service.
- 3.4.1.2 signpost Service Users to other appropriate sources of information, advice and support, particularly where these issues may impact on their mental health e.g. housing, employment, community mental health services, Helpline services, Unique People, Sandwell Advocacy.
- 3.4.1.3 refer Service Users on or signpost to a range of other support services including housing, employment, other advocacy providers, befriending services, carers' organisations, Unique People, community based mental health services etc.
- 3.4.1.4 not specifically support carers, but will signpost them to other support services as appropriate, e.g. the Mental Health Carers Team.

3.5 Discharge process

3.5.1 N/A

3.6 Training/ Education/ Research activities

The Provider shall:

- 3.6.1 establish and maintain a competent work force;
- 3.6.2 train the workforce to an appropriate level in supporting people with mental health difficulties;
- 3.6.3 ensure that each individual member of Staff has an induction programme and training plan, which has stated aims and objectives;
- 3.6.4 ensure that under no circumstances are new employees left unsupervised within the Service during their induction period;
- 3.6.5 ensure that a competent and experienced member of Staff is allocated to manage and administer a new employee's induction programme, including review processes;
- 3.6.6 administer a standardised induction programme for new employees within the Service which shall:
 - 3.6.6.1 equip individuals with the relevant knowledge, attitude and skills to effectively meet the needs of Service Users;
 - 3.6.6.2 inform and improve practice which relates the activities of Staff to the outcomes for Service Users;
 - 3.6.6.3 provide opportunities to consider new approaches and the scope to practice these under the direct supervision of an experienced member of Staff or qualified trainer;
 - 3.6.6.4 provide opportunities for job enhancement and advancement as Staff skills develop;
 - 3.6.6.5 afford adequate use of resources and value for money;
 - 3.6.6.6 provide documentary evidence of Staff achievement / progress within the Service and ensure that this is available for inspection;
- 3.6.7 encourage all Staff to attend relevant training courses during and following their induction period. The Provider shall regularly assess the qualifications and skills of each new employee in order to establish his or her training needs. Supervision and annual appraisals

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will be employed to assist in this;

3.6.8 provide its staff with cultural competency training in order to:

- provide them with an insight into how cultures differ so that appropriate services are delivered to all individuals; and
- encourage them to develop strategies to be implemented when working across cultures.

3.6.9 ensure that staff work towards one of the core modules of the National Qualification in Independent Advocacy (the AWARD project). Also see Quality Indicators.

3.8 Staffing

3.8.1 The staffing of the Service shall be as specified in the Provider's tender.

3.8.2 Staff working in The Service are expected to work towards one of the core modules of the National Qualification in Independent Advocacy (the AWARD project).

4. Activity Plan

4.1 The Provider shall deliver outcomes to a minimum of 20 individual service users per annum.

5. Outcomes

5.1 The Service will contribute to the following Adult Mental Health strategic outcomes³:

- 5.1.1 Home/community-based care & support the norm
- 5.1.2 Services local and easily accessible
- 5.1.3 Flow between services well managed
- 5.1.4 Needs of diverse individuals & communities met
- 5.1.5 Choices available at all service levels
- 5.1.6 Education & information improved
- 5.1.7 Independence & control maintained/exercised (inc. self-help)
- 5.1.8 Involvement/ contribution of people with mental health problems increased
- 5.1.9 Personal dignity & respect maintained
- 5.1.10 Freedom from discrimination or harassment

6. Monitoring and Review Process

6.1 The Provider shall:

- 6.1.1 complete, and submit to the Lead Commissioner, a quarterly monitoring form using the format set out in the attached Appendix.
- 6.1.2 be available to attend monitoring and evaluation meetings upon reasonable request.
- 6.1.3 fully co-operate with any Service Improvement Review undertaken by The Commissioners in respect of The Service.

6.3 The Provider shall monitor the results of satisfaction surveys:

³ Sandwell Adult Mental Health Joint Commissioning Strategy 2009-2012

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- 6.3.1 in general terms; and
 - 6.3.2 in terms of ethnicity, in order to ascertain whether there are any differences between various ethnic groups' levels of satisfaction with the service
- 6.4 The Provider shall take any action indicated as being necessary following the monitoring of service users' satisfaction, mentioned in 6.3 above.

Schedule E: Specification Price Schedule

Price Schedule	
<i>Service Requirements</i> <ul style="list-style-type: none">• Minimum of 580 referrals per annum (IMHA)• Delivery of outcomes for a minimum of 20 individual service users per annum (Sandwell Inpatient Advocacy)	
Annual contract value – year 1	£ 190,000
Annual contract value – year 2	£ 184,448
Annual contract value – year 3	£ 184,448
Total Contract Value (£)	£ 558,896

Schedule F: Financial Details*

COST BREAKDOWN OF SERVICE

Annual Cost Breakdown of Council Sourced Funding			
(Relating to Service covered by this Contract)			
Cost Categories	Year 1 £	Year 2 £	Year 3 £
Employees			
(directly relating to service delivery)			
Staffing Cost	£114,084	£114,084	£114,084
Total Cost	£114,084	£114,084	£114,084
Management			
(directly relating to service delivery)			
Numbers			
Total Cost	£27,869	£27,869	£27,869
Other Costs e.g. rent, utilities, training			
(directly relating to service delivery)			
Staff Training	£1,929	£1,929	£1,929
Staff Welfare	£609	£609	£609
Premises (rent, utilities, etc)	£6,604	£6,604	£6,604
Telephones	£1,462	£1,462	£1,462
Staff Mileage and Subsistence	£4,298	£4,298	£4,298
Printing, photocopying, stationery, postage	£2,759	£2,759	£2,759
IT costs – hardware, software, MIS licence, IT support	£3,109	£3,109	£3,109
Core Support – Finance, HR, Governance	£14,157	£17,370	£17,370
Quality and Development	£2,182	£2,182	£2,182
Marketing and Promotion	£2,174	£2,173	£2,173
Year 1 Specific Costs (eg Set Up Costs)			
TUPE and/or Recruitment (inc. CRB checks, etc)	£8,764		
	£		
	£		
	£		
Total Cost	£190,000	£184,448	£ 184,448

Continued

Schedule F: Financial Details*

DETAILED ANNUAL EMPLOYEE COSTS FOR PERIOD COST BREAKDOWN OF SERVICE

Job Title	Weekly No. of Hours Worked	Annual Salary £	Annual NI £	Annual Superannuation (if applicable) £	Annual Total £
Service Manager	5	3,723	337	205	4,265
Managing Advocate	30	20,604	1,867	1,133	23,604
Advocate	37.5	24,724	2,437	1,360	28,521
Advocate	37.5	24,724	2,437	1,360	28,521
Advocate	37.5	24,724	2,437	1,360	28,521
Advocate	37.5	24,724	2,437	1,360	28,521
TOTAL	185	123,223	11,952	6,778	141,953

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Schedule G: Not Used

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Schedule H: Nominated Contacts*

NOMINATED CONTACT PERSONS (The Council)	NOMINATED CO (The Pr
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Detail	Contract/ Relationship Officers	Head of Service	Contract/ Operational Officer
Name	████████████████████	██████████	██████████
Title	Contracts Officer	Joint Commissioner, Wolverhampton City Council	Regional Director
Address	Corporate Procurement Civic Centre, St Peter's Square Wolverhampton	Corporate Procurement Civic Centre, St Peter's Square Wolverhampton	Voiceability, Unit 5, Saxilby Enterprise Park, Skellingthorpe Road, Lincoln
Postcode	WV1 1RL	WV1 1RL	LN1 2LR
Telephone	████████████████████	████████████████████	████████████████████
Fax			01223 555801
Email	████████████████████ ████████████████████	████████████████████	████████████████████

Schedule I: Criminal Records Bureau Checks* Protection of Children Act 1999/Care Standards Act 2000

For the purposes of this Contract it is the responsibility of the Provider to check all employees and to complete enhanced Criminal Records Bureau (CRB) Disclosure Forms. Additionally, should the services of agency staff be required to implement the Service, the appropriate evidence must also be supplied for these staff. To be able to carry out employee clearance checks, a nominated person within the organisation must become a registered body. For further information and/or an application form, please contact the CRB directly by calling (0870) 90 90 822.

Prior to engaging any person in or about the provision of the Service, the Provider shall, to the full extent permitted by law:

- (i) Require that person to disclose all convictions and
- (ii) Make searches in respect of that person in all appropriate records of convictions open to them and, in particular, the CRB, and shall, in considering such an engagement, have due regard to all convictions disclosed or revealed.

Non-compliance for any reason, including delays in obtaining enhanced CRB disclosures, will not be tolerated.

The Provider accepts sole responsibility in relation to this contract to undertake enhanced CRB checks in connection with the employment of all staff engaged in the performance of this Contract and to indemnify the Council against all actions, claims, damages, and costs, and the like, arising either directly or indirectly from failure of the Provider to carry out such checks and/or the employment of inappropriate persons following the carrying out of such checks.

Signature

Name

Date

Schedule J: Notifications*

In relation to the Service the Provider shall notify the Council in writing within two working days or sooner of becoming aware of any of the following circumstances

Notification Circumstances

- Investigation and outcome of any Safeguarding Adults investigation
- Whistle blowing or any incident in connection with whistle blowing
- Changes to agreed staffing levels
- Change of Nominated Contact Person
- Any underperformance including service usage against agreed levels
- The Provider organisation enters into an agreement to deliver additional service(s) and/or activities which may impact upon its capacity to deliver the service(s) specified within this Contract
- Change of title address telephone fax email of Nominated Contact Person
- Death of a service user or any other serious incident or accident
- Outbreak of any infectious disease which in the opinion of a registered medical practitioner is sufficiently serious to be so notified
- Any serious complaint/allegation made against the Provider or a member of staff
- Landlord serves notice on a lease
- Changes to service users circumstances that may affect either their entitlement to benefits and/or their ability to pay charges
- Change in who controls the majority of shares in or the voting rights amongst shareholders of members of the Providers organisation or there is a material change in the objects of the organisation
- The Provider organisation merges with another organisation
- The Provider organisation in any way transfers its business to another organisation
- As a result of any misconduct or mismanagement on the part of the Provider organisation an official or regulatory body directs an inquiry into or makes an order of any kind in relation to the Provider organisation
- Any statutory or other registration which the Provider organisation must maintain in order to provide any service is withdrawn cancelled or is threatened to be withdrawn or cancelled
- The Provider organisation is required to have and is awarded any statutory or other registration in order to provide any services
- Any placing and/or lifting of any notice by a regulatory body
- Any action being taken and/or pending in respect of alleged breach and or non compliance to Equal Opportunities

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- Any dispute relating to this Contract or its delivery
(NB this list is not exhaustive)

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Schedule K: Performance and Outcomes Requirements

Please refer to section 8.1 of Schedule C of the Service Specification.

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Schedule L: Premises*

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