UK-Shrewsbury: Health and social work services.

UK-Shrewsbury: Health and social work services.
Section I: Contracting Authority
I.1) Name and addresses
Shropshire Council
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom
Tel. +44 1743252993, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk
Contact: Procurement
Main Address: www.shropshire.gov.uk
NUTS Code: UKG22
I.2) Joint procurement
The contract involves joint procurement: No.
In the case of joint procurement involving different countries, state applicable national procurement law: Not provided
The contract is awarded by a central purchasing body: No.
I.3) Communication
The procurement documents are available for unrestricted and full direct access, free of charge, at: http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Health-and-social-work-services./VMRA8UQET6
Additional information can be obtained from: the abovementioned address
Tenders or requests to participate must be sent electronically via http://www.delta-esourcing.com/tenders/UK-title/VMRA8UQET6 to the abovementioned address
Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at: http://www.delta-esourcing.com/tenders/UK-title/VMRA8UQET6
I.4) Type of the contracting authority
Regional or local authority
I.5) Main activity
General public services

Section II: Object
II.1) Scope of the procurement
II.1.1) Title: PMCV 013 – Community Drug and Alcohol Treatment and Recovery Service
Reference Number: PMCV 013
II.1.2) Main CPV Code:
85000000 - Health and social work services.

II.1.3) Type of contract: SERVICES
II.1.4) Short description: Shropshire Council is seeking a new provider of specialist community drug and alcohol treatment recovery service for adults and young people.
The new contract will be commissioned to meet the following outcomes:

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

The contract will run for an initial period of three years with an option to extend for 12 month periods up to a maximum of a further 4 years.
Excluded from this contract is inpatient assisted withdrawal, community pharmacy needle exchange and the medications budget.
II.1.5) Estimated total value:
Value excluding VAT: 6,880,000
Currency: GBP
II.1.6) Information about lots:
This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:
Not Provided
II.2.3) Place of performance:
UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is seeking a new provider of specialist community drug and alcohol treatment recovery service for adults and young people.
The contract will include all aspects of community provision to support recovery and harm reduction, including the provision of pharmacological and psychosocial interventions (including community assisted withdrawal) to support adults and young people recover from problematic drug and alcohol use. A range of interventions to reduce the spread of blood borne viruses and reduce drug related death will also form part of the contract.
The service will need to be responsive to changing needs, including reducing the rise in drug related deaths, an ageing opiate population, increasing numbers in treatment six years plus, novel psychoactive substances, dependence on prescribed and over the counter drugs.
In line the National Drug Strategy (NDS) of 2017 the service will also need to be ambitious for full recovery, improving both treatment quality and outcomes for different user groups, ensuring people get the right intervention to support their level of need. The service will need to work in partnership with a range of other agencies from both the statutory and voluntary sector, facilitating a joined up approach to the services that are essential to supporting every individual to live without dependence.
For young people, the service will need to be able to be flexible in its approach, working closely with Children and Family services, local schools and colleges to prevent the onset of drug and alcohol use and support those where use has become problematic
The new contract will be commissioned to meet the following outcomes:
•Freedom of dependence on drugs and / or alcohol;
•Prevention of drug related deaths and blood borne viruses;
•A reduction in crime and re-offending
•Sustained employment and the ability to access and sustain suitable accommodation;
•Improvement in mental and physical health and wellbeing;
•Improved relationships with family members, partners and friends;
•The capacity to be an effective parent.
It is envisaged the new provider will increase sustainable recovery and help reduce future demand. This will require a holistic approach that supports individuals and families in need, addresses other factors such as criminal justice, housing, health and employment issues.
It is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions of The Best Value Authorities Staff Transfers (Pensions) Direction 2007, in relation to the Local Government Pension Scheme (as administered by Shropshire County Pension Fund) will also be required. Please note compliance with NHS pension rights will also be required. Applicants are advised to seek their own legal advice about the practicality of these regulations.
As a public authority, in line with the Public Services (Social Value) Act 2012 the Council has due regard to economic, social and environmental well-being in Shropshire. Accordingly the council is looking, in relation to the delivery of this contract, for proposals from contractors that could help provide social value benefits within Shropshire where practicable and to maximise the social and economic impact of the proposed contract.
This is a notice for Social and specific services in accordance with Directive 2014/24/EU Article74 being Public Health Services. Accordingly the Council will follow a process based on the principles of transparency. The Council will treat all economic operators equally and in a non-discriminatory way.
The contract will run for an initial period of three years with an option to extend for 12 month periods up to a maximum of a further 4 years.
Excluded from this contract is inpatient assisted withdrawal, community pharmacy needle exchange and the medications budget.

II.2.5) Award criteria:

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

II.2.6) Estimated value:
Value excluding VAT: 6,880,000
Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:
Start: 01/04/2019 / End: 31/03/2022
This contract is subject to renewal: Yes
Description of renewals: 4 years

II.2.10) Information about variants:
Variants will be accepted: No
II.2.11) Information about options:
Options: No
Description of options: Not provided
II.2.12) Information about electronic catalogues:
Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No
II.2.13) Information about European Union funds:
The procurement is related to a project and/or programme financed by European Union funds: No
Identification of the project: Not provided
II.2.14) Additional information: Not provided

Section III: Legal, Economic, Financial And Technical Information
III.1) Conditions for participation
III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers
List and brief description of conditions:
See tender documentation.
III.1.2) Economic and financial standing
List and brief description of selection criteria:
See tender documentation.
Minimum level(s) of standards possibly required (if applicable) :
See tender documentation.
III.1.3) Technical and professional ability
List and brief description of selection criteria:
See tender documentation.
Minimum level(s) of standards possibly required (if applicable) :
See tender documentation.
III.1.5) Information about reserved contracts (if applicable)
The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons: No
The execution of the contract is restricted to the framework of sheltered employment programmes: No

III.2) Conditions related to the contract
III.2.1) Information about a particular profession
Execution of the service is reserved to a particular profession
Reference to the relevant law, regulation or administrative provision:
See tender documentation.
III.2.2) Contract performance conditions
See tender documentation.
III.2.3) Information about staff responsible for the performance of the contract
Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: Yes

Section IV: Procedure
IV.1) Description OPEN
IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system
The procurement involves the establishment of a framework agreement - NO
In the case of framework agreements justification for any duration exceeding 4 years: Not

Provided

IV.1.6) Information about electronic auction:
An electronic auction will be used: No
Additional information about electronic auction: Not provided
IV.1.8) Information about the Government Procurement Agreement (GPA)
The procurement is covered by the Government Procurement Agreement: No
IV.2) Administrative information
IV.2.1) Previous publication concerning this procedure:
Notice number in the OJ S: Not provided
IV.2.2) Time limit for receipt of tenders or requests to participate
Date: 16/10/2018

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,
IV.2.6) Minimum time frame during which the tenderer must maintain the tender:
Duration in month(s): 3

IV.2.7) Conditions for opening of tenders:
Date: 16/10/2018
Time: 12:00
Place:
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND

Section VI: Complementary Information
VI.1) Information about recurrence
This is a recurrent procurement: Yes
Estimated timing for further notices to be published: 7 years
VI.2) Information about electronic workflows
Electronic ordering will be used No
Electronic invoicing will be accepted No
Electronic payment will be used No
VI.3) Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.
For more information about this opportunity, please visit the Delta eSourcing portal at:
https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Health-and-social-work-services./VMRA8UQET6

To respond to this opportunity, please click here:
https://www.delta-esourcing.com/respond/VMRA8UQET6
VI.4) Procedures for review
VI.4.1) Review body:
Shropshire Council
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom
Tel. +44 1743252993, Email: procurement@shropshire.gov.uk
Internet address: www.shropshire.gov.uk
VI.4.2) Body responsible for mediation procedures:
Not provided
VI.4.3) Review procedure
Precise information on deadline(s) for review procedures:
Not Provided
VI.4.4) Service from which information about the lodging of appeals may be obtained:
Shropshire Council
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom
Tel. +44 1743252993
VI.5) Date Of Dispatch Of This Notice: 12/09/2018

personal info

Commissioning Development & Procurement
Finance, Governance & Assurance
Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND

Tel: (01743) 252993

Please ask for: [redacted]

Email: procurement@shropshire.gov.uk

Dear Bidder

PMCV 013 – COMMUNITY DRUG AND ALCOHOL TREATMENT AND RECOVERY SERVICE

SHROPSHIRE COUNCIL

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

1. Instructions for Tendering (for completion and return)
2. Tender Response Document (for completion and return)
3. Pricing Schedule (for completion and return)
4. TUPE Information Confidentiality Undertaking (for completion and return)
5. Contract terms and conditions
6. Specification
7. Property Schedule
8. Property Pack (to follow)
9. Draft LGPS Pension Agreement
10. Draft Shropshire Guarantee Bond LGPS 2014

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

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

Returning of Tenders

- The deadline for returning tenders is **noon on 16th October 2018** any tenders received after this time will not be accepted

- Tenders are to be submitted through Delta, our electronic tender portal
  - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.

  - **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:

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

Freedom of Information

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

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **9th October 2018.**

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

Please note short listed bidders will be invited to present and clarify their bid on either the 16th November or 19th November 2018, so please hold these days free in the event you are duly invited.

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

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

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

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

Yours faithfully

personal info

Commissioning Development and Procurement Manager
Commissioning Development and Procurement
Shropshire Council

INSTRUCTIONS FOR TENDERING

PMCV 013 – COMMUNITY DRUG AND ALCOHOL TREATMENT AND RECOVERY SERVICE

Shropshire Council Instructions for tendering

Contract Description:

Shropshire Council is seeking a new provider of specialist community drug and alcohol treatment recovery service for adults and young people.
Recovery is defined as:
The process of recovery from problematic substance abuse use is characterised by voluntarily-sustained control over substance use which maximises health and wellbeing and participation in the rights, roles and responsibilities of society.
UK Drugs Policy Commission, 2008
The contract will include all aspects of community provision to support recovery and harm reduction, including the provision of pharmacological and psychosocial interventions (including community assisted withdrawal) to support adults and young people recover from problematic drug and alcohol use. A range of interventions to reduce the spread of blood borne viruses and reduce drug related death will also form part of the contract.
The service will need to be responsive to changing needs, including reducing the rise in drug related deaths, an ageing opiate population, increasing numbers in treatment six years plus, novel psychoactive substances, dependence on prescribed and over the counter drugs.
In line the National Drug Strategy (NDS) of 2017 the service will also need to be ambitious for full recovery, improving both treatment quality and outcomes for different user groups, ensuring people get the right intervention to support their level of need. The service will need to work in partnership with a range of other agencies from both the statutory and voluntary sector, facilitating a joined up approach to the services that are essential to supporting every individual to live without dependence.
For young people, the service will need to be able to be flexible in its approach, working closely with Children and Family services, local schools and colleges to prevent the onset of drug and alcohol use and support those where use has become problematic
The new contract will be commissioned to meet the following outcomes:
•Freedom of dependence on drugs and / or alcohol;
•Prevention of drug related deaths and blood borne viruses;
•A reduction in crime and re-offending
•Sustained employment and the ability to access and sustain suitable accommodation;
•Improvement in mental and physical health and wellbeing;
•Improved relationships with family members, partners and friends;
•The capacity to be an effective parent.
It is envisaged the new provider will increase sustainable recovery and help reduce future demand. This will require a holistic approach that supports individuals and families in need, addresses other factors such as criminal justice, housing, health and employment issues.
It is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions of The Best Value Authorities Staff Transfers (Pensions) Direction 2007, in relation to the Local Government Pension Scheme (as administered by Shropshire County Pension Fund) will also be required. Please note compliance with NHS pension rights will also be required. Applicants are advised to seek their own legal advice about the practicality of these regulations.
As a public authority, in line with the Public Services (Social Value) Act 2012 the Council has due regard to economic, social and environmental well-being in

Shropshire. Accordingly the council is looking, in relation to the delivery of this contract, for proposals from contractors that could help provide social value benefits within Shropshire where practicable and to maximise the social and economic impact of the proposed contract.
This is a notice for Social and specific services in accordance with Directive 2014/24/EU Article74 being Public Health Services. Accordingly the Council will follow a process based on the principles of transparency. The Council will treat all economic operators equally and in a non-discriminatory way.
The contract will run for an initial period of three years with an option to extend for 12 month periods up to a maximum of a further 4 years.
Excluded from this contract is inpatient assisted withdrawal, community pharmacy needle exchange and the medications budget.

Index

1.0 Invitation to Tender

1.1 You are invited to tender for the provision of a Community Drug and Alcohol Treatment and Recovery Service as detailed in the Tender Response Document. The contract will be for an initial period of 3 years with an option to extend for 12 month periods up to a maximum of a further 4 years commencing on the 1st April 2019.

1.2 Tenders are to be submitted in accordance with the contract terms and conditions including specification and the instructions outlined within this document.

1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.

1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.

1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.

1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.

1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

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

2.0 Terms and Conditions

2.1 Every Tender received by the Council shall be deemed to have been made subject to the contract terms and conditions including specification and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

a) Where the Tenderer is an individual, by that individual;

b) Where the Tenderer is a partnership, by two duly authorised partners;

c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt

regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

3.2.8 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 <u>Tender Submission</u>

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 16th October 2018.**

4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 The Transfer of Undertakings (Protection of Employment) regulations 2006

6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.

6.2 Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract can be requested by emailing procurement@shropshire.gov.uk Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

7.0 Tender Evaluation

7.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

7.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

8.0 Clarifications

8.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

8.2 If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.

8.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

8.4 All queries should be raised as soon as possible (in writing), in any event not later than 9th October 2018.

8.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

8.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

9.0 Continuation of the Procurement Process

9.1 The Council shall not be committed to any course of action as a result of:

i) issuing this Invitation to Tender;

ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;

iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

9.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

9.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

10.0 <u>Confidentiality</u>

10.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

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

10.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

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

10.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

10.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

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

10.5 Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

10.5.1 this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or

10.5.2 the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

10.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external

lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

10.5.4 the Tenderer is legally required to make such a disclosure.

10.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

10.7 Transparency of Expenditure

Further to it's obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

11.0 Freedom of Information

11.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

11.2 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

11.3 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

11.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

11.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will

be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: http://www.ico.gov.uk

12.0 Disqualification

12.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

12.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

12.1.2 The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

12.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

12.1.4 The Tenderer :

a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or

c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or

d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

12.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

12.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

13.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

14.0 Award of Contract

14.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

14.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

14.3 Transparency of Expenditure

Further to it's obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

15.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract.

16.0 Acceptance

16.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

16.2 The Tender documentation including, the Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

17.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

18.0 Liability of Council

18.1 The Council does not bind himself to accept the lowest or any tender.

18.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

18.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

18.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

18.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

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

20.0 Declaration

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to

Tender may cause financial loss to the Council.

Signed (1) …… Status……

Signed (2) …… Status……

(For and on behalf of ……..)

Date ……..

PRICING SCHEDULE
SHROPSHIRE COUNCIL
SHROPSHIRE DRUG AND ALCOHOL RECOVERY SERVICE

BIDDER NAME	0

Please include the TUPE staff that will be included within your bid. If you are planning any changes to the number of staff transferring, please detail these in the table at the bottom of this sheet. The post titles are included below in the same order as the TUPE list to aid with completion.

Current Post	Current Basic Annual Salary	Current Hours Per Week	Basic Pay - Hourly Rate	Hours Per Week	Year 1	Basic Pay - Hourly Rate	Hours Per Week	Year 2	Basic Pay - Hourly Rate	Hours Per Week	Year 3
Recovery Worker	21,456	37.50			-			-			-
Engagement Worker	17,500	37.50			-			-			-
Criminal Justice Worker	28,894	37.00			-			-			-
Recovery Worker	17,600	30.00			-			-			-
Recovery Worker	21,697	40.00			-			-			-
South Team Manager	28,000	40.00			-			-			-
Criminal Justice Worker	22,000	37.50			-			-			-
Recovery Worker	30,731	37.00			-			-			-
Recovery Worker	19,200	36.00			-			-			-
Recovery Worker	21,456	37.50			-			-			-
Recovery Worker	20,000	37.50			-			-			-
Recovery Worker	18,256	22.50			-			-			-
Recovery Worker	18,379	30.00			-			-			-
Team Manager	32,672	37.00			-			-			-
Health and Wellbeing Facilitator	20,402	37.50			-			-			-
Recovery Worker	21,697	40.00			-			-			-
Recovery Worker	18,379	30.00			-			-			-
Recovery Worker	19,000	37.50			-			-			-
Cleaner	913	2.00			-			-			-
Team Manager	30,454	37.50			-			-			-
Criminal Justice Worker	21,000	37.50			-			-			-
Health and Wellbeing Programme Facilitator	20,000	37.50			-			-			-
Criminal Justice Worker	21,466	37.50			-			-			-
Recovery Worker	22,000	37.50			-			-			-
Recovery Worker	22,500	37.50			-			-			-
Criminal Justice Worker	30,731	37.00			-			-			-
Engagement and Team Support Worker	19,000	37.50			-			-			-
Recovery Worker	20,456	18.75			-			-			-
Recovery Worker	22,750	37.50			-			-			-
Recovery Worker	21,671	37.50			-			-			-
Team Manager	30,000	37.50			-			-			-
Criminal Justice Recovery Worker	21,466	37.50			-			-			-
BRIC Worker	19,000	37.50			-			-			-
Recovery Worker	27,409	33.00			-			-			-
Recovery Worker	21,466	37.50			-			-			-
Service Manager	40,940	37.50			-			-			-
Hospital Liaison Nurse	21,346	22.50			-			-			-
Community Detox Nurse	35,577	37.50			-			-			-
Administrative Lead	24,646	37.50			-			-			-
YP Substance Misuse Worker	30,731	37.00			-			-			-
Data Officer	19,661	31.50			-			-			-
Administrator	15,447	30.00			-			-			-
Children & YP Manager	36,264	37.00			-			-			-
Community Detox Nurse	35,577	37.50			-			-			-
YP Substance Misuse Worker	15,365	18.50			-			-			-
Service Administrator	18,146	30.00			-			-			-
YP Substance Misuse Worker	29,894	37.00			-			-			-
Administrator	12,481	24.00			-			-			-
Hospital Liaison Nurse	35,577	37.50			-			-			-
Young Persons Project Worker	22,697	37.50			-			-			-
Nurse Practitioner	24,172	37.50			-			-			-
Service Administrator	17,635	37.50			-			-			-
YP Substance Misuse Worker	22,300	37.50			-			-			-
Senior Substance Misuse Nurse	30,415	37.50			-			-			-
Young Person's Substance Misuse Worker	22,300	37.50			-			-			-
Operations Manager (FTC until 31/03/2019)	30,031	37.50			-			-			-
Medical Lead	91,498	37.50			-			-			-
Community Engagement Coordinator	26,068	37.50			-			-			-
IP Nurse	38,989	37.50			-			-			-
GPSI	23,166	4.50			-			-			-
Substance Misuse Nurse (Maternity Cover) (FTC to 29/03/2019)	23,698	37.50			-			-			-
Other (Please Detail)					-			-			-
Other (Please Detail)					-			-			-
Other (Please Detail)					-			-			-
Other (Please Detail)					-			-			-
Other (Please Detail)					-			-			-
Other (Please Detail)					-			-			-
Other (Please Detail)					-			-			-
Other (Please Detail)					-			-			-
Other (Please Detail)					-			-			-
Other (Please Detail)					-			-			-
Other (Please Detail)					-			-			-
Other (Please Detail)					-			-			-
			-	-	-	-	-	-	-	-	-

Bidders need to include the cost of Holiday and Sickness Cover and any other additional hours they feel should be included.

Question for Bidders - What Assumptions have you included for Staff Pay Rises?

Proposed Changes to Staffing Structures			No. of Staff at	Numbers of Staff Required at the end of:			Overall Change in
Tupe List			Point of Transfer	Year 1	Year 2	Year 3	Staff Numbers
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
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							0
							0
							0
							0
							0
							0
							0
							0
							0
TOTALS			**0**	**0**	**0**	**0**	**0**

PRICING SCHEDULE
SHROPSHIRE COUNCIL
SHROPSHIRE DRUG AND ALCOHOL RECOVERY SERVICE

BIDDER NAME	0

Bidders are asked that they have a presence in the following Market Towns - Shrewsbury, Oswestry, Ludlow, Bridgnorth, Whitchurch and Market Drayton. The possible premises available for use in the Market Towns are detailed in the property pack.

Please detail the name of the premise/s you will be using in each of the Market Towns in the spaces provided.

Current (per annum) premises costs:	**Rent**
Shrewsbury (Crown House):	£33,000 pa
Shrewsbury (Meadow Place)	£1 pa
Oswestry (Arthur Street):	£6,660 pa

Premises Names: **Notes from bidders:**

	Total	**Average Annual**	**Year 1**	**Year 2**	**Year 3**
Shrewsbury Premises Costs					
Lease Payments	-	-			
Tenant (Repairs & Maintenance)	-	-			
Grounds Maintenance	-	-			
Refuse Collection	-	-			
Window Cleaning	-	-			
Hygiene Services	-	-			
Rates	-	-			
Electricity	-	-			
Gas	-	-			
Water	-	-			
Cleaning	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Total Premises Costs	-	-	-	-	-

Premises Names: **Notes from bidders:**

	Total	**Average Annual**	**Year 1**	**Year 2**	**Year 3**
Oswestry Premises Costs					
Lease Payments	-	-			
Tenant (Repairs & Maintenance)	-	-			
Grounds Maintenance	-	-			
Refuse Collection	-	-			
Window Cleaning	-	-			
Hygiene Services	-	-			
Rates	-	-			
Electricity	-	-			
Gas	-	-			
Water	-	-			
Cleaning	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Total Premises Costs	-	-	-	-	-

Premises Names: **Notes from bidders:**

	Total	**Average Annual**	**Year 1**	**Year 2**	**Year 3**
Ludlow Premises Costs					
Lease Payments	-	-			
Tenant (Repairs & Maintenance)	-	-			
Grounds Maintenance	-	-			
Refuse Collection	-	-			
Window Cleaning	-	-			
Hygiene Services	-	-			
Rates	-	-			
Electricity	-	-			
Gas	-	-			
Water	-	-			
Cleaning	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Total Premises Costs	-	-	-	-	-

Premises Names: **Notes from bidders:**

	Total	**Average Annual**	**Year 1**	**Year 2**	**Year 3**
Bridgnorth Premises Costs					
Lease Payments	-	-			

Tenant (Repairs & Maintenance)	-	-			
Grounds Maintenance	-	-			
Refuse Collection	-	-			
Window Cleaning	-	-			
Hygiene Services	-	-			
Rates	-	-			
Electricity	-	-			
Gas	-	-			
Water	-	-			
Cleaning	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Total Premises Costs	-	-	-	-	-

Premises Names: **Notes from bidders:**

	Total	**Average Annual**	**Year 1**	**Year 2**	**Year 3**
Whitchurch Premises Costs					
Lease Payments	-	-			
Tenant (Repairs & Maintenance)	-	-			
Grounds Maintenance	-	-			
Refuse Collection	-	-			
Window Cleaning	-	-			
Hygiene Services	-	-			
Rates	-	-			
Electricity	-	-			
Gas	-	-			
Water	-	-			
Cleaning	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Total Premises Costs	-	-	-	-	-

Premises Names: **Notes from bidders:**

	Total	**Average Annual**	**Year 1**	**Year 2**	**Year 3**
Market Drayton Premises Costs					
Lease Payments	-	-			
Tenant (Repairs & Maintenance)	-	-			
Grounds Maintenance	-	-			
Refuse Collection	-	-			
Window Cleaning	-	-			
Hygiene Services	-	-			
Rates	-	-			
Electricity	-	-			
Gas	-	-			
Water	-	-			
Cleaning	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Total Premises Costs	-	-	-	-	-

Premises Names: **Notes from bidders:**

	Total	**Average Annual**	**Year 1**	**Year 2**	**Year 3**
Any Other Premises Costs - Please detail					
Lease Payments	-	-			
Tenant (Repairs & Maintenance)	-	-			
Grounds Maintenance	-	-			
Refuse Collection	-	-			
Window Cleaning	-	-			
Hygiene Services	-	-			
Rates	-	-			
Electricity	-	-			
Gas	-	-			
Water	-	-			
Cleaning	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Other Premises Costs (Please Detail)	-	-			
Total Premises Costs	-	-	-	-	-

TOTAL PREMISES COSTS	-	-	-	-	-

PMCV 013 – COMMUNITY DRUG AND ALCOHOL TREATMENT AND RECOVERY SERVICE
Confidentiality Undertaking Regarding TUPE

[Date] 2018

[NAME]

Your ref: * Our ref: PMCV 013

Dear Procurement Team,

We have taken legal advice in this matter and anticipate preparing a Bid on the basis that the current Transfer of Undertakings Regulations (Protection of Employment) Regulations and the EC Acquired Rights Directive may apply to this Contract. We also understand that there is confidential information relating to employees which will be provided on receipt of this letter.

We now formally request from you full details of the current provider staff and conditions of employment.

We hereby acknowledge that this information is confidential. We undertake: -

1. To treat the information in the strictest confidence
2. That the information will be used solely for the purpose of preparing this Bid
3. That it will not be disclosed to any other party for any purpose whatsoever, except for the purpose of preparing this Bid and we will not make copies thereof

We acknowledge that all documents and other information received from the Council as detailed above shall remain the current provider's property and that we will hold them as bailee for the current provider, exercising reasonable care to keep them safe from access by unauthorised persons. We shall also return them to the Council forthwith on written request.

We acknowledge that we shall fully indemnify the current provider against all losses claims damages fines costs and other liabilities as a consequence of or arising from our failure to comply with our obligations to keep such information confidential.

DATED THIS DAY OF _____

Signature _____

Duly authorised to sign for and on behalf of the Bidder (print full name and address of Bidder)

Please return to: procurement@shropshire.gov.uk.

A D M I S S I O N A G R E E M E N T

T H I S DEED is dated the day of Two thousand and

B E T W E E N :

(1) SHROPSHIRE COUNCIL of The Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND acting in its capacity as the Administering Authority for the Shropshire County Pension Fund **("the Administering Authority");** and

(2) [SCHEME EMPLOYER] whose registered address is at [insert registered office details] and whose registered number is [insert company number] **("the Scheme Employer")**; and

(**3) [ADMITTED BODY]** whose registered address is at [insert registered office details] and whose registered number is [insert company number] **("the Admission Body")**

BACKGROUND :

(1) The Administering Authority is an Administering Authority within the meaning of the Regulations and administers the Fund.

(2) The [Scheme Employer **OR** Administering Authority] is [also] a scheme employer within the meaning of the Regulations.

(3) The Admission Body is an admission body within the meaning of paragraph 1(d) of Part 3 of Schedule 2 to the Regulations.

(4) With effect from the Transfer Date the Admission Body will provide services or assets in connection with the exercise of a function of the Scheme Employer as a result of the transfer of services or assets by means of the Contract

(5) The Parties have agreed to enter into this admission agreement (the Agreement) to enable the Admission Body to be admitted to the Scheme and

to participate in the Fund so that the Eligible Employees can be or remain members of the Scheme with effect on and after the Transfer Date.

(6) The terms and conditions of such an admission have been agreed between the parties to this Agreement as follows:-

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement the following definitions and rules of interpretation apply unless the Contract requires otherwise**:**

"Bond"	Means a bond or indemnity with a person or form described in Paragraph 7 of Part 3 of Schedule 2 to the Regulations in a form approved by the Administering Authority
"Business Day"	means any day other than a Saturday or a Sunday or a Public or Bank Holiday in England
"Commencement Date"	means the date of this Agreement, or the Transfer Date, whichever is the earlier
"Contract"	means the contract between the Scheme Employer and the Admission Body dated [TBC]
"Eligible Employees"	means the employees who are employed in connection with the provision of the Services or assets referred to in the Contract, as listed in Schedule One [and who are otherwise nominated by the Admission Body for membership of the Scheme] PROVIDED THAT: i) the employee is and remains employed by the Admission Body in connection with the provision of the Services: and ii) the employee otherwise satisfies the requirements of the Regulations relating to eligibility for and membership of the Scheme
"Employer's Contribution Rate"	means the Admission Body's employer's contribution rate of [PERCENTAGE]% of the pensionable pay of the Eligible Employees, calculated in accordance with the rates and adjustments certificate obtained in accordance with regulation 62 of the Regulations applicable to the Admission Body and certified by an actuary appointed by the Administering Authority as being

	the appropriate amount, as revised from time to time in accordance with the Agreement.
"Fund"	means the Shropshire County Pension Fund within the Scheme
"Guarantee"	A guarantee with a person described in Paragraph 8, Part 3 of Schedule 2 to the Regulations in a form approved by the Administering Authority
"Registered Pension Scheme"	A pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004
"Regulations"	means the Local Government Pension Scheme Regulations 2013 (SI 2013/2356)
"Scheme"	means the Local Government Pension Scheme
"Services"	the [insert description of services] services which are to be provided to the Scheme Employer by the Admission Body under the Contract.
"Termination Date"	has the meaning prescribed in clause 8.2, 8.3 or clause 8.4 as appropriate.
"Transfer Date"	[insert date the employees' employment transfers to Admission Body]

Interpretation

1.2 For the purposes of this agreement, the expression "employed in connection with the provision of the Services" shall mean working for at least 50% of normal working time on the Services;

1.3 Unless stated otherwise the words and expressions used in this Agreement shall have the same respective meanings as in the Regulations unless the context otherwise requires;

1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules;

1.5 In this Agreement where the context so admits:-

1.5.1 words denoting the singular shall include the plural and vice versa and words denoting one gender shall include a reference to other genders

1.5.2 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)

1.5.3 a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5.4 reference to a statute or any statutory provisions is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and include any subordinate legislation for the time being in force made under it

1.5.5 reference to Clauses or Schedules shall be deemed to be references to a Clause or a Schedule of this Agreement and references to a sub-Clause shall be deemed to be a reference to a sub-Clause of the Clause in which the reference appears and reference to paragraphs are to paragraphs of the relevant schedule

1.5.6 clause, schedule and paragraph headings are included for ease of reference only and shall not affect this Agreement or its interpretation

1.5.7 a reference to writing or written includes faxes but not e-mail;

1.5.8 any obligation in this Agreement on a person to do something includes an obligation not to agree or allow that thing to be done;

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

2. COMMENCEMENT AND DURATION OF AGREEMENT

THIS Agreement shall commence on the Commencement Date and will remain in force until the Termination Date unless terminated earlier in accordance with clause 8 of this Agreement

3. **ADMISSION**

3.1 From the Transfer Date, the Administering Authority shall permit the Eligible Employees to be or to remain members of the Scheme and to participate as active members of the Fund, unless notified to the contrary by the Admission Body. From that date the Admission Body shall operate as if it were an employing authority for the purpose of the Regulations and shall exercise the responsibilities provided for in the Regulations.

3.3 This is to be [an open **OR** a closed] admission agreement.

4. **PARTICIPATION**

4.1 The provisions of the Regulations will apply for determining the rights, obligations and actions to be taken by each party to this Agreement and for the transmission of information between them and each party hereby undertakes with the other to take such action as is required to comply with the Regulations and to take such action promptly

4.2 The provisions of the Regulations will apply to the Eligible Employees in the same way as if the Admission Body were a scheme employer within the meaning of the Regulations

4.3 The Admission Body warrants and represents to the Administering Authority and to the Scheme Employer that, as at the Transfer Date, every Eligible Employee is employed in connection with the provision of the Services for the purposes of this Agreement

4.4 The Admission Body undertakes that it will promptly notify the Administering Authority and the Scheme Employer in writing if any Eligible Employee ceases to satisfy the definition of an Eligible Employee and as such that employee shall then cease to be eligible to be an active member of the Scheme.

4.5 The Admission Body shall be liable for and shall indemnify the Fund against any breach by the Admission Body of this Agreement, the Regulations, or any other legal or regulatory requirements applicable to the Scheme.

4.6 The Scheme Employer shall be liable for and shall indemnify the Fund against any failure on the part of the Admission Body to comply with its obligations under this Agreement.

5. PAYMENTS

5.1 The Admission Body shall pay to the Administering Authority for credit to the Fund such contributions and payments as are due under the Regulations as required by the Administering Authority in respect of the Eligible Employees

5.2 The Admission Body shall pay to the Administering Authority for credit to the Fund:

(a) the employee pension contributions from time to time deducted from the pay of the Eligible Employee under the Regulations;

(b) the employer contributions and payments as are due under the Regulations based on the Employer's Contribution Rate calculated pursuant to clause 7.1.. These contributions will be payable on a monthly basis in arrears;

(c) any sums calculated under clause 7 and clause 8 arising on termination of the Agreement: and

(d) any other payments required by the Regulations or by other legislation

5.3 The payments under clause 5.2 must be paid to the Administering Authority no later than the date specified in the Regulations and regulations made under the Pensions Act 1995 or relevant substituting statutory provision.

5.4 The Admission Body shall pay to the Administering Authority for credit to the Fund any revised contributions due under Sub-Clause 7.2.2 within 30 days of receipt of a written request from the Administering Authority. The provisions of this clause 5.4 shall survive termination of this Agreement.

5.5 Where the Admission Body certifies that:

(a) an Eligible Employee who is an active member of the Scheme aged 55 or more is being dismissed by reason of redundancy or is leaving the employment of the Admission Body on grounds of business efficiency;

(b) an Eligible Employee who is an active member of the Scheme is retiring voluntarily with the consent of the Admission Body on or after age 55 and before normal pension age;

(c) it is permitting an Eligible Employee who is an active member of the Scheme to retire on the grounds of ill-health or infirmity of mind or body; or

(d) the Admission Body has exercised a discretion under the Regulations and immediate benefits are payable under the Regulations the Admission Body shall make a payment to the Administering Authority for credit to the Fund of an amount representing the actuarial strain on the Fund (as certified by an actuary appointed by the Administering Authority) of the immediate payment of benefits.

5.6 The amount of the payment in clause 5.5 will be notified to the Admission Body in writing by the Administering Authority. It will be due within 30 days of receipt of the written notification or by such other arrangement as may be agreed between the parties within that period.

5.7 Any financial penalty incurred by the Fund arising from the failure of the Admission Body to comply with the terms of this Agreement shall be repaid to the Fund by the Admission Body within 30 days of receiving a written request from the Administering Authority

5.7 If any sum payable under the Regulations or this Agreement by the Admission Body to the Administering Authority or to the Fund remains unpaid at the end of one month after the date on which it becomes due under this Agreement or the Regulations the Administering Authority shall require the Admission Body to pay interest calculated in accordance with the Regulations on the amount remaining unpaid

5.8 If any sum payable under the Regulations or this Agreement by the Admission Body to the Administering Authority or to the Fund has not been paid by the date on which it becomes due the [Administering Authority acting in its capacity as the Scheme Employer **OR** the Scheme Employer], may set off against any payments due to the Admission Body under the Contract an amount equal to the sum due (including any interest due in accordance with Clause 5.7) and to pay the sum to the Administering Authority for credit to the Fund by a date specified by the Administering Authority

5.9 The Admission Body and the Scheme Employer agree that the right of set-off in clause 5.8 shall be valid and enforceable notwithstanding any provision to the contrary in the Contract.

6. ADMISSION BODY'S UNDERTAKINGS

The Admission Body undertakes:-

6.1 to provide or procure to be provided such information relating to the Admission Body's participation in the Fund and the Eligible Employee's participation in the Scheme as is reasonably required by the Administering Authority and within any timescale specified in the Regulations, or by the Administering Authority, as appropriate.

6.2 to comply with the reasonable requests of the Administering Authority to enable it to comply with the requirements of the Occupational Pension Schemes (Disclosure of Information) Regulations 1996 (SI 1996/1655) or any statutory re-enactment thereof

6.3 to adopt the practices and procedures relating to the operation of the Scheme set out in the Regulations and subject to Clause 6.4 in any employer's guide published by

the Administering Authority and provided by the Administering Authority to the Admission Body

6.4 where the Contract does not specify the adoption of the Scheme Employer's policies on the exercise of discretions and the Admission Body intends to adopt its own policy, to formulate and publish within three months of the Commencement Date a statement concerning the Admission Body's policy on the exercise of its discretions under Regulation 66 of the Regulations, to keep such policies under review and where the Admission Body determines to revise any of its policies, the Admission Body must publish the revised statement and send a copy of it to the Administering Authority within one month of the determination.

6.5 to notify the Administering Authority and the Scheme Employer immediately in writing of each occasion on which it exercises a discretion under the Regulations and the manner in which it exercises that discretion

6.6 without prejudice to the requirements of the Regulations and any employer's guide published by the Administering Authority and provided to the Admission Body, to promptly, and no later than 30 days from the happening of any such event, notify the Administering Authority and the Scheme Employer in writing of:

a) any material change in the terms and conditions of employment of any of the Eligible Employees which affects or is likely to affect entitlement to benefits under the Scheme for its employees who are members of the Scheme; and

b) of any termination of employment by virtue of redundancy or in the interests of business efficiency, ill health or for any other reason.

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6.7 not to do or be a party to any act omission or thing which would prejudice the status of the Scheme as a Registered Pension Scheme.

6.8 to notify the Administering Authority and the Scheme Employer immediately of any matter which may affect or is likely to affect, its participation in the Scheme and the Fund and give immediate notice to the Administering Authority and the Scheme

Employer of any actual or proposed change in its status which may give rise to a termination of the Contract or this Agreement including but not limited to take-over reconstruction or amalgamation liquidation or receivership and a change in the nature of its business or constitution ; and

6.9 that in the event of any future transfer of any of the Eligible Employees to a sub-contractor or separate organisation for the delivery of the Services or assets provided for in the Contract, to secure that such sub-contractor or organisation complies with the obligations set out in this Agreement in so far as they may otherwise cease to be the obligations of the Admission Body. The provisions of this clause 6.9 shall survive termination of this Agreement.

7. REVISION OF EMPLOYER'S CONTRIBUTION RATE AND EXIT PAYMENTS

7.1 The Administering Authority shall periodically and in any event at least once every three years obtain from an actuary a certificate specifying, in the case of the Admission Body, the percentage or amount by which in the actuary's opinion the Employer's Contribution Rate should be increased or reduced This is with a view to ensuring that, as far as is reasonable possible the value of assets of the Fund in respect of Eligible Employees under the Agreement is neither materially more or materially less than the anticipated liabilities of the Fund in respect of the said Eligible Employees at the date the Contract or this Agreement is due to end. The charges for such actuarial services shall be borne by the Admission Body.

7.2 When this Agreement is terminated under clause 8 the Administering Authority must obtain:-

7.2.1 an actuarial valuation as at the Termination Date of the liabilities of the Fund in respect of the Eligible Employees and former Eligible Employees of the Admission Body under the Agreement and

7.2.2 a revision of any rates and adjustments certificate within the meaning of the Regulations showing the exit payment due from the Admission Body in accordance with Regulation 64(2) of the Regulations.

7.3 Where for any reason it is not possible to obtain revised contributions in accordance with clause 7.2 from the Admission Body or from an insurer, or any person providing an indemnity, bond or guarantee on behalf of the Admission Body, the Administering Authority may obtain a further revision of any rates and adjustments certificate for the Fund within the meaning of the Regulations, showing the revised contributions due from the Scheme Employer.

8. **TERMINATION**

8.1 The Admission Body shall:

8.1.1 notify the Administering Authority of any matter that may affect, or is likely to affect, its participation in the Scheme; and

8.1.2 give immediate notice to the Administering Authority of any actual or proposed change in its status that may give rise to a termination, and for these purposes, a termination includes a take-over, reconstruction or amalgamation, liquidation or receivership and a change in the nature of the Admission Body's business or constitution.

8.2 Subject to Clauses 8.3 and 8.4 this Agreement shall terminate on the earlier of the Termination Date (as determined by clause 8.3 and 8.4) or at the end of the notice period upon any of the parties hereto giving a minimum of three months notice to terminate this Agreement to the other parties to this Agreement [but such notice shall not have effect unless a broadly comparable occupational pension scheme is made available to the Eligible Employees who are active members of the Scheme at the Termination Date of this Agreement].

8.3 This Agreement shall automatically terminate on the Termination Date which shall be the earlier of the date of:-

8.3.1 the expiry or earlier termination of the Contract or

8.3.2 the date the Admission Body ceases to be an admission body for the purposes of the Regulations; or

8.3.3 the date the Admission Body ceases to employ any Eligible Employee

8.4 This Agreement may be terminated with immediate effect (which shall then be the Termination Date) by the Administering Authority by notice in writing to the Admission Body in the event of:-

8.4.1 any breach by the Admission Body of any of its obligations under this Agreement PROVIDED THAT if the breach is capable of remedy the Administering Authority shall first afford to the Admission Body the opportunity of remedying that breach within such reasonable period as the Administering Authority may specify; or

8.4.2 the insolvency winding up or liquidation of the Admission Body; or

8.4.3 the failure by the Admission Body to pay any sums due to the Administering Authority or to the Fund within one month of the periods specified in clause 5.2, 5.4, 5.5, 5.7, 7.2.2, or in any other case, within one month of receipt of a notice from the Administering Authority requiring it to do so; or

8.4.4 the Admission Body acts (or omits to act) in such a way as to prejudice the status of the Scheme as a Registered Pension Scheme; or

8.4.4 the failure by the Admission Body to obtain renew or adjust the level of a bond or indemnity in accordance with Clause 9.3

8.5 Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages against the other

and all provisions which are expressed to survive this Agreement shall remain in force and effect

8.5 Where any contributions, payments or other sums due under this Agreement or the Regulations (including without limitation any payments by instalments agreed under Clause 6) remain outstanding on the termination of this Agreement the Admission Body shall pay them in full within 30 days of the date of termination. The provisions of this clause shall survive termination of this Agreement.

9. BOND, INDEMNITY OR GUARANTEE FROM THE ADMISSION BODY

9.1 Before the Commencement Date, the Admission Body, taking account of actuarial advice and to the satisfaction of the Administering Authority, assessed the level of risk arising on premature termination of the provision of service or assets by reason of insolvency, winding up or liquidation of the Admission Body, as [AMOUNT].

9.2 The Admission Body warrants that, where required by the Administering Authority, at the Commencement Date there is in place a Bond or, where for any reason it is not desirable for the Admission Body to enter into a Bond, a Guarantee in respect of the level of risk identified in clause 9.1.

9.3 The Admission Body shall, to the satisfaction of the Administering Authority [and Scheme Employer] keep under assessment the level of risk arising on premature termination of the provision of service or assets by reason of insolvency, winding up or liquidation of the Admission Body at no more than three yearly intervals. Following such review, where the risk requires it [and within 30 days of notification by the Scheme Employer], the Admission Body shall:

(a) arrange for the existing Bond or indemnity or Guarantee to be renewed and amended to cover the revised amount of assessed risk; or

(b) secure a new Bond or indemnity or Guarantee to cover the revised amount of the assessed risk.

9.4 Where the Bond, indemnity or Guarantee referred to under Clause 9.1 is not for the full period of the Contract the Admission Body shall renew the Bond, indemnity or Guarantee to meet the level of risk exposure which has, prior to the renewal of the bond or indemnity been actuarially assessed to the satisfaction of the Administering Authority and the Scheme Employer. The Admission Body shall as soon as practicable, and not less than 30 days before the expiry date stated in any current bond or indemnity, provide a copy of the renewed Bond or Guarantee to the Administering Authority and the Scheme Employer

10. **NOTICES**

10.1 ANY notice to be given under this Agreement shall be in writing and shall be deemed to be sufficiently served on the named party if delivered by hand or sent by prepaid first class post to that party in accordance with the following:

(i) served on the Admission Body at its registered office address;

(ii) served on the Administering Authority at the Shirehall, Abbey Foregate,, Shrewsbury Shropshire SY2 6ND and addressed to 'Shropshire County Pension Fund'.

10.2 ANY notice served in accordance with clause 10.1 shall be deemed to have been duly given or made:

(i) if delivered by hand upon delivery at the address provided for in this Clause 10 unless such delivery occurs on a day which is not a Business Day or after 4.00 p.m. on a Business Day in which case it will be deemed to have been given at 9.00 a.m. on the next Business Day or

(ii) if sent by prepaid first class post on the second Business Day after the date of posting

11. **PUBLIC INSPECTION**

Subject to the removal of Schedule 1 in order to protect the personal data of the Eligible Employees, this Agreement shall be made available for public inspection by

the Administering Authority at their headquarters' address [and also at the Scheme Employer's headquarters address].

12. **DISPUTES**

While the Agreement is in force, any party may request a formal review of it to determine whether any amendments should be made. Any reasonable request for such a review shall not be refused by the other party. In respect of any review or any other question that may arise between the parties to this Agreement relating to its construction or to the rights and obligations under the Agreement, any dispute shall be referred in writing to an independent legal adviser or the Secretary of State within the meaning of the Regulations as appropriate for determination.

13. **APPLICABLE LAW**

13.1 This Agreement and any claim or matter arising under or in connection with this Agreement (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

13.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims)..

14. **RIGHTS OF THIRD PARTIES**

This agreement and the documents referred to in it are made for the benefit of the parties; they do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it other than the eligible employees.

15. **VARIATION**

THIS Agreement may be amended or modified in whole or in part at any time by an Agreement in writing executed in the same manner and by or on behalf of the parties

16. **FREEDOM OF INFORMATION**

16.1. The Scheme Employer and the Admission Body acknowledge that the Administering Authority is subject to duties under the Freedom of Information Act 2000 (“the Act”) and best practice under the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of the Freedom of Information Act 2000 (the "Code").

16.2. The Scheme Employer and the Admission Body acknowledge that the Council may, acting in accordance with the Code, be obliged under the FOIA to disclose information concerning the Scheme Employer and/or the Admission Body:

16.2.1. in certain circumstances without consulting the Scheme Employer/ Admission Body; or

16.2.2. following consultation with the Scheme Employer and/or the Admission Body and having taken their views into account;

provided always that where sub-clause 16.2.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Scheme Employer and/or the Admission Body (as appropriate) advanced notice, or failing that, to draw the disclosure to the Scheme Employer and/or the Admission Body’s (as appropriate) attention after any such disclosure.

16.3. The Scheme Employer and the Admission Body shall provide all necessary assistance as reasonably requested by the Administering Authority (within any time scale specified as reasonable by the Administering Authority) to enable the Administering Authority to respond to a request for information within the time for compliance as set out in section 10 of the Act.

16.4. The Administering Authority shall not in responding to such requests for information disclose any information which it considers is exempt subject to the Administering Authority being required to disclose such information by the Information Commissioner.

16.5. The Administering Authority shall in no event be liable for any loss damage harm or detriment howsoever caused arising from or in connection with the reasonable disclosure of information (including any exempt information) under and in accordance with the requirements of the Act in relation to this Agreement

17. **SEVERANCE**

17.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of the parties.

18. **WAIVER**

18.1 Failure or neglect by the Administering Authority to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of the Administering Authority's rights nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Administering Authority's rights to take subsequent action.

19. **ENTIRE AGREEMENT**

19.1 Except where expressly provided, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement.

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE ONE

ELIGIBLE EMPLOYEES

Pensionable Employees to be admitted on the Transfer Date**:**

Employee Number	Employee Name	Date of Birth	NI Number	Current Member of Fund? Y/N

EXECUTED as a DEED by affixing)
the COMMON SEAL of)
SHROPSHIRE COUNCIL)
in the presence of:-)

Authorised Officer

EXECUTED as a deed by **[ADMISSION BODY]**
acting by two Directors or one Director and the Secretary

Director ……

…… (please also state name)

Director or Secretary ……

…… (please also state name)

EXECUTED as a deed by **[SCHEME EMPLOYER]** acting by two Directors or one Director and the Secretary

Director ……

…… (please also state name)

Director or Secretary ……

…… (please also state name)

DATED 201

SHROPSHIRE COUNCIL

AND

AND

A D M I S S I O N A G R E E M E N T

Ref: LB/CORP-

DATED

GUARANTEE BOND

between

SHROPSHIRE COUNCIL

and

ADMISSION BODY

and

GUARANTOR

CONTENTS

CLAUSE

THIS BOND AGREEMENT is made the day of 20

BETWEEN

PARTIES

(1) SHROPSHIRE COUNCIL of Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND as beneficiary (**Administering Authority**).

(2) [NAME OF COMPANY] a company registered and incorporated under the laws of England with company number [NUMBER] whose registered office is at [ADDRESS] (**Admission Body**).

(3) [NAME OF GUARANTOR] a company registered and incorporated under the laws of England with company number [NUMBER] whose registered office is at [ADDRESS] (**Guarantor**).

This Bond Agreement is executed and delivered under the provisions of the Local Government Pension Scheme Regulations 2013 (*SI 2013/2356*) (the Regulations) as amended or supplemented from time to time.

BACKGROUND

(A) The Administering Authority is the administering authority of the Local Government Pension Scheme (**Scheme**) for Shropshire within the meaning of the Regulations.

(B) The Admission Body is an admission body within the meaning of paragraph [1(a) **OR** 1(d)] of part 3 of Schedule 2 of the Regulations.

(C) The Guarantor is a body described in and to which paragraph 7, Part 3 of Schedule 2 of the Regulations applies (**Relevant Institution**).

(D) In this Bond Agreement, words and expressions used bear the meanings set out in the Regulations, unless defined in this Bond Agreement, in the Admission Agreement or the contrary is stated.

(E) By an agreement entered into between the [Administering Authority **OR** NAME OF SCHEME EMPLOYER (**Scheme Employer**)] and the Admission Body dated [DATE], the [Administering Authority **OR** Scheme Employer] transferred services or assets in connection with its functions to the Admission Body (**Contract**).

(F) The Admission Body, [the Scheme Employer] and the Administering Authority entered into an agreement dated [DATE] (**Admission Agreement**), regulating the participation of eligible employees (as defined in the Admission Agreement) in the Scheme from the date of the Contract **OR** [DATE].

(G) The Administering Authority has agreed to continue with the admission of the Transferee Admission Body's eligible employees to the Scheme under the terms of the Admission Agreement, subject to the provision of a bond in the form of this Bond Agreement.

(H) At the Admission Body's request, the Guarantor has agreed to provide this Guarantee Bond to the Administering Authority as a bond in approved form in the sum of [AMOUNT] (£[AMOUNT IN FIGURES] (**Bond Amount**)). This is the amount actuarially assessed to the Administering Authority's satisfaction to secure the payment to the Administering Authority of employee and employer contributions, and other sums due from the Admission Body to the Administering Authority under the Admission Agreement or the Regulations for eligible employees.

1. SCHEME LIABILITIES

1.1 The Admission Body covenants with and undertakes to the Administering Authority and the Guarantor to make payment of all employer and employee contributions, other payments (including interest payable under the Regulations) and sums due to the Administering Authority under the Admission Agreement or the Regulations for the eligible employees as defined in the Admission Agreement (**Scheme Liabilities**).

1.2 The Guarantor and Admission Body confirm that the Guarantor is a Relevant Institution.

2. RELEVANT EVENT

In this Bond Agreement a **Relevant Event** shall occur if:

(a) the Administering Authority terminates the Admission Agreement on or following any of the following events:

(i) the Admission Body's insolvency, winding up or liquidation;

(ii) the Admission Body's breach of any of its obligations under the Admission Agreement (but where the breach is capable of remedy, only where it has not been remedied within a reasonable time); or

(iii) the Admission Body's failure to pay any sums due to the fund within a reasonable period of a notice from the Administering Authority requiring payment

and in any such case, the Admission Body fails to pay or discharge the Scheme Liabilities in the manner set out in clause 1; or

(b) where, at least 30 days before before this Guarantee Bond expires in accordance with clause 5.1(a), the Transferee Admission Body has not procured the issue of a Replacement Bond (as defined in and in accordance with clause 5.4) or, at the Administering Authority's sole discretion, an Extension Notice (as defined in and in accordance with clause 5.5) or

(c) where, within 30 days of an actuarial assessment of the level of risk covered by the Bond in accordance with the Admission Agreement requiring an amendment to the Bond Amount, the Admission Body fails to procure the delivery of a Replacement Bond or Extension Notice covering the revised Bond Amount.

3. PAYMENT

3.1 The Guarantor shall pay to the Administering Authority the sum(s) (not exceeding in the aggregate the limit set out in clause 4) demanded by the Administering Authority:

(a) on or at any time following the occurrence of a Relevant Event; and

(b) on the Administering Authority certifying in writing that a Relevant Event has occurred and that the amount demanded is due from the Admission Body under the Admission Agreement for Scheme Liabilities.

3.2 Any demand served by the Administering Authority under the terms of this Bond Agreement shall be in writing (in the form set out in the Annex to this Bond) and the Guarantor shall pay the sum demanded within 14 days of its receipt.

3.3 Any demand under this Bond Agreement shall be conclusive evidence (and admissible as such) that any sum stated in it is properly due and payable to the Administering Authority in connection with it.

3.4 Any demand under this Bond Agreement shall be in writing addressed to the Guarantor at its registered address, or to another address as the Guarantor shall advise to the Administering Authority by not less than seven days prior notice in writing. It shall be deemed to be served on actual delivery to the Guarantor.

4. MAXIMUM LIABILITY

The maximum aggregate liability of the Guarantor under this Guarantee Bond shall not exceed Bond Amount. This is the sum actuarially assessed to the Administering Authority's satisfaction.

5. EXPIRY DATE

5.1 Subject to clause 5.2, this Guarantee Bond shall expire and the obligations and liabilities of the Guarantor under this shall cease and determine absolutely on the earliest of:

(a) [INSERT EXPIRY DATE OF BOND PROVIDED IF TIME LIMITED];

(b) the date on which the Admission Body ceases to be an Admission Body, having discharged all accrued Scheme Liabilities; or

(c) the date on which the Guarantor shall have made payments under this Bond Agreement that amount to £[AMOUNT] (£[AMOUNT IN FIGURES]).

(**Expiry Date**.)

5.2 The Bond Agreement shall not expire under clause 5.1(a) and clause 5.1(b) where any demand is served on the Guarantor in accordance with clause 3 before 5.00 pm on that date.

5.3 The Admission Body shall procure (by the delivery to the Administering Authority of a Replacement Bond as defined in clause 5.4 or, at the Administering Authority's sole discretion, an Extension Notice as defined in clause 5.5) that at all times while there shall subsist under the Admission Agreement or under the Regulations any liability or contingent liability for Scheme Liabilities, a bond in substantially the form of this instrument or an indemnity in approved form. In either case, this shall be from a Relevant Institution as shall be acceptable to the Administering Authority to secure the payment by the Admission Body of Scheme Liabilities, as may be actuarially determined on the Administering Authority's behalf.

5.4 Subject to clause 5.5, the Transferee Admission Body agrees that, for the purposes of clause 2(b), a Relevant Event shall occur if it fails not less than 30 days before the Expiry Date, or for the purposes of clause 2(c) within 30 days of an actuarial assessment requiring a revised Bond Amount to procure the effective execution and delivery to the Administering Authority of a guarantee bond in substantially the terms of this Guarantee Bond from the Guarantor or from a Relevant Institution, as defined by and in accordance with clause 5.3 (**Replacement Bond**).

5.5 Before the Admission Body procures a Replacement Bond, the Administering Authority (at its sole discretion) may, request that the Admission Body instead procure the Guarantor's service of a notice (**Extension Notice**) extending the period of validity of this Guarantee Bond to the date set out in the Extension Notice or providing for a revised Bond Amount .

5.6 If the Admission Body procures the Guarantor's service (on the instructions of the Administering Authority) of an Extension Notice not less than 30 days before the Expiry Date, or within 30 days of the actuarial assessment, as appropriate, the provisions of this Guarantee Bond shall remain and continue in full force and effect. This is subject only to the amendment of the Expiry Date to the date set out in the Extension Notice (and to the amendment of the Bond Amount, if applicable to the sum set out in the Extension Notice).

5.7 For the avoidance of doubt, nothing in this Guarantee Bond requires the Guarantor to serve an Extension Notice.

6. APPLICATION OF PAYMENTS

6.1 All sums paid by the Guarantor under the terms of this Guarantee Bond shall be held and applied by the Administering Authority to pay and discharge the Scheme Liabilities.

6.2 On payment by the Guarantor following a Relevant Event under clause 2(a), the Administering Authority shall provide to the Guarantor an account of the application of the sums as soon as reasonably practicable, but in any event within 14 days. If any payment made by the Guarantor under the demand shall exceed the amount required to discharge the Scheme Liabilities, the Administering Authority shall refund the overpayment to the Guarantor. For the avoidance of doubt, once the Guarantor has made payments under this Bond Agreement that aggregate to a total Bond Amount, this Bond Agreement expires in accordance with clause 5.1 and shall become null and void. This is despite the fact that any repayments have been made or are due under this clause.

6.3 Following any payment by the Guarantor under clause 2(b), the Administering Authority shall be entitled to hold and apply the sums for Scheme Liabilities. The Administering Authority shall not be obliged to repay or release them (or any part of them not applied) to the Guarantor or the Admission Body (if the Admission Body has repaid the sum to the Guarantor in full). This is unless either:

(a) all Scheme Liabilities have been discharged in full; or

(b) the Administering Authority has received a bond or indemnity in approved form to secure payment by the Admission Body of the Scheme Liabilities.

7. MULTIPLE DEMANDS

The service of any claim or demand by the Administering Authority under the terms of this Bond Agreement shall not preclude the service of any other or further demand (subject only to the provisions of clause 4).

8. CONTINUATION OF OBLIGATIONS AND LIABILITIES

The obligations and liabilities of the Guarantor under this Guarantee Bond shall not be reduced, discharged, impaired or affected by:

(a) the giving of time, or any other indulgence, forgiveness or forbearance by the Administering Body;

(b) any amendment or variation of the Admission Agreement, the rules applicable to the administration of it or the payment and calculation of benefits under the fund; or

(c) the insolvency of the Admission Body or any disclaimer of its contracts and liabilities.

9. EXECUTION BY COUNTERPART

This Bond Agreement may be executed in one or more counterparts and any party may enter into the Bond Agreement by executing a counterpart. Any single counterpart or a set of counterparts executed in either case by all the parties shall constitute one and the same agreement, and a full original of the Bond Agreement for all purposes.

10. THIRD PARTY RIGHTS

It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Bond Agreement is not intended to and does not give any rights to enforce any provisions contained in the Bond Agreement to any person who is not a party to the Bond Agreement.

11. VARIATION

This Guarantee Bond may be amended or modified in whole or in part at any time by an Agreement in writing executed in the same manner and by or on behalf of the parties.

12. GOVERNING LAW

This Bond Agreement shall be governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England.

In witness whereof the parties have executed and delivered this **Bond Agreement** as a deed the day and year first before written.

THE COMMON SEAL of
SHROPSHIRE COUNCIL
was hereunto affixed in the presence of:

……
Authorised signatory

Executed and delivered as a deed by
[NAME OF ADMISSION BODY] acting by
……Director
……Director or Company Secretary
Executed and delivered as a deed by

[INSERT GUARANTOR DETAILS AND EXECUTION REQUIREMENTS]

FORM OF DEMAND

To [ ]

Dear Sirs

Guarantee Bond Reference: [ ] (the "Bond")

We refer to the Bond dated [ ] in respect of [ ] and we, as the Administering Authority, certify that a [Relevant Event] (as defined in the Bond) has occurred.

The [Relevant Event] is: [ ].

We further certify that, as a result of the Relevant Event occurring, an amount of £[ ] is due under the Bond in settlement of Scheme Liabilities set out in Clause 1 of the Bond.

We therefore require payment of £[ ] in accordance with the provisions of the Bond within the timescales set out therein. Payment details are set out below.

This document forms the requisite demand from the Administering Authority in accordance with Clause 3 of the Bond and constitutes a [full/partial] discharge of your obligations and liabilities under the Bond.

Signed for and on behalf of ……
SHROPSHIRE COUNCIL
as Administering Authority under the Local Government Pension Scheme

Payment Details

Bank:
Address:

Account Number:
Sort Code:
Account Name:

Current locations for service provision:

Location	Property	Address	Description	Formal occupancy agreement
Shrewsbury	Crown House	1st Floor, Crown House, St Mary's Street, Shrewsbury SY1 1DS	Clinic Location, Offices and Needle Exchange	Y- SC hold on Lease
	20- 23 Meadow Place	Meadow Place, Shrewsbury SY1 1PD	Residential accommodation	Y – SC own freehold
	The Convent,	College Hill, Shrewsbury, SY1 1LS	Clinic location	N – room hire
	Fletcher House	15 College Hill, Shrewsbury, SY1 1LY	Clinic location and Offices	Y – Arch Initiatives on Lease
Ludlow	The Hawthorns	Gravel Hill, Ludlow, SY8 1QL	Clinic location	Currently used N- no assignment
Oswestry	First floor	34 Arthur Street Oswestry SY11 1JN	Offices & clinic location	Y – SC own freehold
	U & I Counselling	Flat 2A, Whittington Road, Oswestry, SY11 1HY	Clinic location	N- room hire
	Job Centre Plus	27 Oswald Road, Oswestry, SY11 1DS	Clinic location	N
	Albert Road Evangelical Church	Albert Road, Oswestry, SY11 1NF	Clinic location	N – room hire
Whitchurch	Beechtree Community Centre	Claypit Street, Whitchurch, SY13 1NT	Clinic location	N – room hire
Market Drayton	Market Drayton Health Centre	Maer Lane, Market Drayton, TF9 3AL	Clinic location	N – room hire
	Beacon Community Centre	Ashbourne House, Prospect Road Market Drayton Shropshire TF9 3BN	Clinic Location	N- room hire
Bridgnorth	Bridgnorth Community Hub	18 St John's Street, Bridgnorth, Low Town,WV15 6AG	Clinic location	N
Church Stretton	The Strettons	Mayfair Centre, Easthope Road,	Clinic locations	N- room hire

		Church Stretton, Shropshire SY6 6BL		
Wem	Edinburgh House	New Street, Wem, Shropshire SY4 5DB	Clinic Location	N- room hire

Shropshire Council property used for current service provision

Location	Property	Address	Description	Proposed basis of occupation	Current or proposed rent	Additional financial information
Shrewsbury	Crown House	1st Floor, Crown House, St Mary's Street, Shrewsbury SY1 1DS	Offices and Needle Exchange	Residue of lease to 30 September 2020. Property to be sublet to new provider. Subletting subject to Landlord's approval	£33,000 per annum plus service charge and insurance premium	
	20- 23 Meadow Place	Meadow Place, Shrewsbury SY1 1PD	Residential accommodation	Property to be let to new provider. See attached draft Heads of Terms	Proposed rent £1 per annum plus insurance rent	
Oswestry	First floor	34 Arthur Street Oswestry SY11 1JN	Offices & clinic location	Property to be let to new provider. See attached draft Heads of Terms	Proposed rent £6,660 per annum plus service charge.	

Shropshire Council

Drug and Alcohol Community Recovery Service

Specification

2018

PMCV013

Insert Contents page

1 Introduction

1.1 The Authority is transforming how future Services will be delivered, with a greater focus on the promotion of early intervention, resilience and self-care to improve people's health and well-being and reduce health inequalities. Drug and alcohol use disorder can exacerbate health inequalities leading to premature morbidity and death. To reduce this harm, the community drug and alcohol service will be recovery focused, with a clear remit to reduce health inequalities, supporting people to make positive choices to improve their health and well-being and that of their families.

1.2 Primarily based on achieving outcomes the Provider will deliver a service that is responsive to local needs. Taking into account the large geographical area of Shropshire, the Provider will utilise community venues and work with partners to integrate the service into the wider health and social care system.

1.3. A key focus of the service will be safeguarding children and young people affected by parental or other significant and / or family member's problematic use. The adverse consequences for children are typically multiple and cumulative and can result in poor child development, emotional, behavioural and other psychological issues, together with a higher risk of intergenerational use. This will mean establishing strong working relationships with children and family Services to optimise treatment and family support.

1.4 As a rural county, Shropshire is also a target for the practice commonly known as 'County Lines,' whereby criminal drug dealing gangs recruit and coerce vulnerable local people. It is therefore imperative vulnerable adults are safeguarded. Working with key agencies to prevent further harm, the Provider will identify and support those who may be vulnerable to activity, encourage diversion away and refer on to appropriate Services.

1.5 From our treatment data we know some members of the community are under-represented within the treatment system. We also know the number of people presenting with problematic alcohol use has declined in recent years. The Provider will develop a clear engagement strategy to improve access and encourage and increase the take-up of Services for people who are currently underrepresented.

1.6 Drug and alcohol use and the relationship with criminal justice Services is complex and well documented. Illegal drug use brings not only issues around dealing and use, but also acquisitive crime to support dependency. Alcohol is often cited in instances of violent crime and anti-social behaviour. To reduce drug and alcohol related crime the Provider will continue to strengthen the pathways between criminal justice and treatment Services to offer timely support.

1.7 The challenge is to deliver good quality, effective Services that meet needs during this time of unprecedented financial uncertainty. By using outcomes to determine success of the service against the ambitions, the Authority expect the Provider to develop and deliver Services using innovation to improve outcomes, reduce cost and improve efficiency.

1.8 This Specification has been developed to set out Shropshire's Safer Stronger Communities Board (the partnership) ambition to develop a drug and alcohol recovery service that is reflective and responsive to the needs of Service Users, families and young people. The Provider will aim to deliver the outcomes identified in this Specification to positively impact on those whose lives are adversely affected by drug and alcohol misuse and dependence.

1.9 Outcome based commissioning puts the service user at the forefront of the commissioning process and over the course of the Contract the Provider will develop the role of Service Users in the co-production of service design and delivery. By commissioning for outcomes it is anticipated this will allow Providers to be innovative in their approach responding to local needs to improve outcomes and maximise value for money. This with be underpinned by key quality standards, values and principles which will be adopted by the service.

1.10 All service elements will be developed in line with these expectations and will also need to be responsive to forthcoming local or national frameworks.

1.11 Where there is ambiguity regarding the content or meaning of any part of this Specification interpretation will favour service delivery in line with these guidelines.

1.12 The Provider will establish and deliver the service in accordance with the principles of this Specification and Contract.

1.13 This Specification has been written in accordance with the principles and expectations outlined within the following policy documents and guidance:

- National Drug Strategy 2017,
- Government Alcohol Strategy 2012,
- National Treatment Agency (NTA) Commissioning for Recovery (2010),
- Models of Care (2006),
- Medications in Recovery: Re-orientating drug dependence treatment (2012),
- Drug Misuse and Dependence, UK guidelines on clinical management (2017);
- National Institute for Health and Care Excellence (NICE) CG 51, CG52, CG100, CG 115, CG120, NG58, NG 64, PH24, PH52.

2. National Context

National Drug Strategy 2017

2.1 Underpinning delivery of the drug and alcohol treatment in Shropshire will be the priorities and ambitions of the National Drug Strategy 2017, the Government's Alcohol Strategy 2012, the Health and Social Care Act 2012 and the 2012 Social Justice Strategy. These are to move people from a state of dependence to that of sustainable recovery that goes beyond treatment and encompasses the broader determinants of health and wellbeing, including housing, education and employment.

2.2 The National Drug Strategy 2017 continues to build on the previous strategy and puts the ambitions of recovery at the forefront of treatment Services. Recognising no one organisation can achieve this in isolation there is a clear remit for stronger collaboration across a range of public Services to deliver effective partnership working. A broader set of measures and indicators will support the ambition to promote joint responsibility for outcomes. The Provider will work with a range of organisations to deliver on these indicators to ensure better outcomes for the people we serve.

Working Together to Safeguard Children 2018

2.3 Working Together to Safeguard Children 2018 provides the framework for how local areas will identify and respond to presenting needs of children and young people in a timely and appropriate manner.

Key areas of focus:

- **Early Help** - to respond at the earliest opportunity to prevent problems escalating
- **Referral Pathways** – Clear referral pathways to children and family Services understood and owned by all partners to ensure timely access to the right support.
- **Information Sharing** – establishing robust information sharing between agencies.
- **Assessment** – comprehensive assessment of need including the identification of those in a caring role.

Public Health Outcomes Framework

2.4 The Provider will contribute locally to the delivery of the Public Health Outcome Framework to increase healthy life expectancy, reduce differences in life expectancy and healthy life expectancy between communities. As a minimum the Provider will deliver Services to achieve the following outcomes:

PHOF 2.15 (i)	Successful completion of drug treatment -opiates
PHOF 2.15 (ii)	Successful completion of treatment –non-opiates
PHOF 2.15(iii)	Successful completion of treatment – alcohol
PHOF 21.5(iv)	Deaths from drug misuse

PHOF 2.16 Adults with substance misuse treatment need who successfully engage in community based structured treatment following release from prison.

2.5 The Provider, whilst delivering Services for the treatment of the misuse of drugs and alcohol will also contribute to the delivery of the following outcomes:

PHOF 1.05 16-18 year olds not in education and employment
PHOF 1.03 Pupil Absence
PHOF 1.08 Employment for those with long-term health conditions
PHOF 1.11 Domestic abuse
PHOF 1.12 Violent Crime
PHOF 1.13 Levels of offending and re-offending
PHOF 1.15 Statutory homeless
PHOF 2.10 Self-harm
PHOF 2.18 Alcohol related hospital admissions
PHOF 4.03 Mortality rate from causes considered preventable
PHOF 4.06 Under 75 mortality rate from liver disease
PHOF 4.10 Suicide rate

The Public Health Burden of Alcohol and the Effectiveness and Cost Effectiveness of Alcohol Control Policies

2.6 Since 1980, sales of alcohol have increased by 42% in England and Wales from 400 million litres in the early 1980s to a peak of 567 million litres in 2008. Over this period alcohol has become relatively cheaper to buy and the way in which it's consumed has changed, with most alcohol now brought from shops and consumed at home, not in on-licensed premises.

2.7 The consumption of alcohol can have adverse health and social consequences for the drinker, their family and wider community. Alcohol has been identified as a component cause in more than 200 health conditions and the social consequences range from loss of earnings and unemployment to relationship issues and criminality.

2.8 There is a clear relationship between the volume of alcohol consumed and the level of harm caused, for example alcohol related cancers have a dose-response relationship. The frequency of drinking also affects the risk of harm as well individual risk factors such as age, gender, socioeconomic status, familial risk factors and regulation to name a few.

2.9 Raising awareness, identifying harm, providing treatment and brief interventions are effective approaches for reducing harm and consumption. Health interventions have both social and health benefits for individuals and others.

3. Local Context

Shropshire Alcohol Strategy
The Authority and partners recognise the significance of tackling drug and alcohol use to reduce other social harms and to reduce wider health inequalities. Reducing drug and alcohol related harm is a key priority for the partnership and is evident within the local alcohol strategy and crime reduction strategy. The local Alcohol Strategy 2016 -2019 contains four strategic themes:

- Promote safer communities
- Improving health and wellbeing
- Protect children and young people
- Create Capacity

https://shropshire.gov.uk/committee-Services/documents/s11713/Alcohol%20Straegy%202016-19.pdf

The Crime Reduction, Community Safety and Drug and Alcohol Strategy 2017 – 2020

Four priority areas identified which the treatment service will support;

- Reducing offending and re-offending
- Supporting vulnerable victims
- Child sexual exploitation
- Alcohol, health and violence

https://shropshire.gov.uk/media/5226/cspda-strategy-shropshire-2017-20.pdf

In the Shropshire Children, Young People and Family Plan 2016 the Children's Trust have identified four key strategic areas:

- Family including Hidden harm
- Transition planning and arrangements
- Emotional mental health and well-being
- Strengthening Families through Early Help

https://www.shropshire.gov.uk/media/6991/childrens-trust-mar17-final.pdf

The Provider will also contribute to the Shropshire Health and Wellbeing Strategy 2016 – 2021 to reduce health inequalities and increase life expectancy. This will be achieved by ensuring equal access, raising standards of provision, working with partners in employment, education and housing, as well as promoting better quality of life through all stages of life.

http://www.shropshiretogether.org.uk/wp-content/uploads/2016/05/FINAL-HWBB-Strategy-2016.pdf

The Authority is committed to achieving social value outcomes through maximising the social, economic and / or environmental impact of all its procurement activity in line with the Public Service (Social Value) Act 2012. Accordingly it is expected delivery of this

Specification will contribute to providing social value benefits to individuals, families and the wider community from at least one of the outcomes.

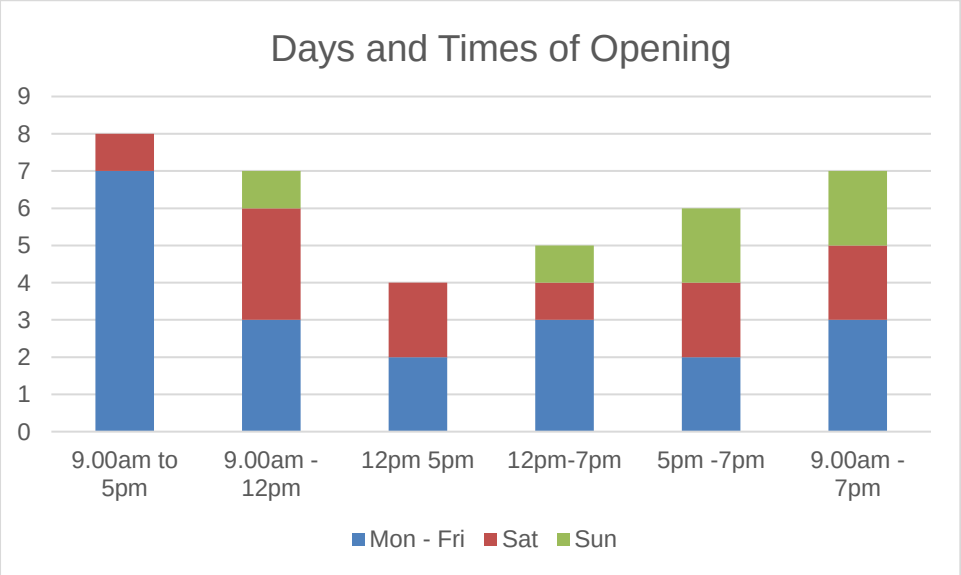
https://shropshire.gov.uk/social-value

Service User Feedback

Generally, feedback from Service Users is very positive with regard to the support they receive from the current Provider. A recent consultation in respect of the tender process asked current Service Users what they felt worked for them and what they would like to see more of. Group sessions was a very popular choice with the majority of people, stating they would like more.

Service Users were also asked what they felt would encourage more people in need to use the service, 36%of respondents said better advertising and promotion. In respect of opening times, the graph (Figure.1) below illustrates the range of opening times suggested by Service Users.

Figure 1 Days and opening times preferred by Service Users.



Staff were also asked to provide feedback on what should be considered in the new service. In the main areas for improvement were similar to the Service Users, better promotion of service, increased group activity and improved accessibility for people with alcohol use disorder. Staff also felt there should be better communication between Service Users, staff and commissioners to support continuation development of the service.

4. Population Needs –

Overall, Shropshire is a relatively affluent area and is ranked the 107th most deprived County out of 152 upper tier Counties in England (Shropshire was 113th in 2011). In terms of overall deprivation, 4% of Shropshire's population live within the most deprived fifth of areas in England. This figure is up from 2% in 2004 and 3% in 2007.

Shropshire has one of the lowest rates of problem drug users in the West Midlands when compared against other Local Authorities in the same region. This is partly due to the rural nature of the county. Other rural counties such as Warwickshire, and Worcestershire also have comparable lower rates. However, although rates are low the levels of complexity, pockets of entrenched behaviour, transport issues and limited opportunities within some market towns bring a number of challenges to delivering Services. Further challenges are connected to historic relationships between Service Users, the family and extended family networks and intergenerational substance misuse.

Unlike the national trend there has not been a significant decrease in the number of people accessing Services for opiates. Shropshire has a higher proportion of Service Users in long term treatment when compared to other local areas with similar levels of complexity. A key challenge for the Provider will be reducing the number of people in treatment for six years and managing the other health issues that accompany an ageing population, including drug related death COPD and other complexities that can lead to premature death.

Shropshire has also seen a significant decrease in the number of people presenting for alcohol Services since 2013. This is not unique to Shropshire, but is of concern and there is a clear need to improve accessibility to alcohol treatment, particularly to meet the needs of women and older age groups.

The numbers of young people who enter service are relatively low, however those in treatment tend to stay longer and have multiple and complex needs.

Appendix A provides a summary of the local needs assessment and other data in respect of current treatment requirements for adults and young people.

5. Service Vision: Community based prevention, well-being and recovery

5.1 The future vision for drug and alcohol treatment is outcome and recovery focused. It will be ambitious and characterised by its ability to motivate and support people to achieve both short and longer term goals of recovery, through evidence based and innovative approaches.

5.2 Providers will adopt a whole system approach with prevention and early intervention being explicit in all service elements. There will be a focus on reducing escalation of problematic substance use and supporting people to make the changes they need to lead purposeful and fulfilling lives.

5.3 The core aim of the service is to support positive behaviour change to reduce drug and or alcohol related harm and support full recovery.

5.4 Key to improvement is the family and its role in reducing harm and being supported; to promote resilience to reduce future problematic drug, alcohol and other substance use.

5.5 Whilst the needs of children and young people vulnerable to drug and alcohol related harm are different to those of adults, by commissioning a whole system the Provider will employ a holistic approach to working with the family. This will lead to better integration between children and adult substance misuse Services to support safeguarding and improve transitions from children to adult service. Children and young people at risk of harm, either from their own substance misuse or that of their parents or carers, will be prioritised to reduce intergenerational substance misuse.

5.6 The Provider will create an environment where treatment is optimised through appropriate care planning and review, where recovery is focused on individual needs and is at the core of all contacts and interventions. To pursue sustainable recovery, the Provider will need to work with a number of organisations in partnership, such as criminal justice, housing, employment, education and the primary health Services.

5.7 The Provider will need to ensure clearly identified pathways are agreed, prevention and early intervention becomes more prevalent, and that sustained recovery is supported using the most appropriate treatment options for the individual.

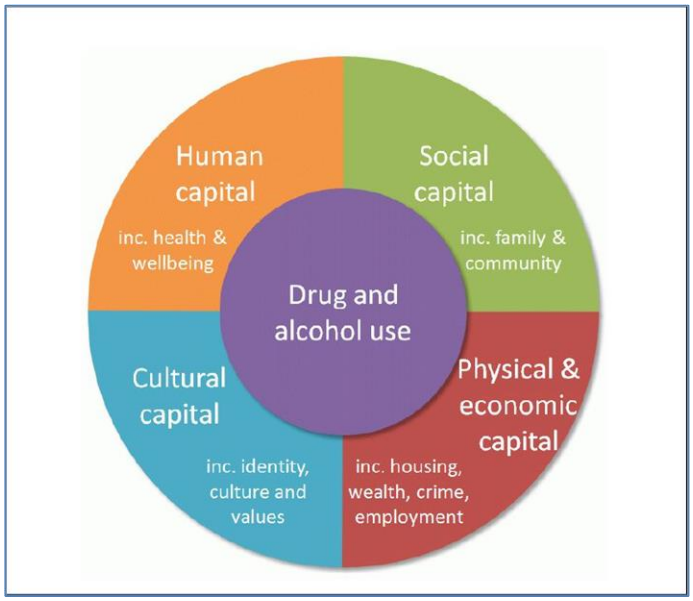
5.8 Self-management and harm reduction Services, as the first point of contact, will actively engage Service Users in the system and promote the wider benefits of treatment and recovery. The Provider must manage people efficiently and effectively, minimising delay at all points within the treatment journey, with an emphasis on community based, sustained recovery.

5.9 Service Users and their families will play an important role in developing and delivering Services. Their lived experience and recovery can in turn support others to make the changes they need within their lives. Through the lifetime of this Contract the role of Service Users will be developed from passive recipients of Services to mutually equal partners in the recovery process. This will mean service will move

from a deficit base system of need to an asset based system of recovery. People will be empowered to identify their own solutions to recovery and co-produce the outcomes they want to achieve alongside the support required to attain them.

5.10 For the purposes of this Specification recovery is defined as the voluntary sustained control over alcohol or drug use that maximises health and well-being. To achieve this the Provider will demonstrate progress across all four domains of social, physical, cultural and human capital:

- Social capital – engaging in positive relationships.
- Physical capital – money and a safe place to live
- Human capital – new skills, improved mental and physical health and a job;
- Cultural capital – values, beliefs and attitudes held by the individual.



Achieving Positive Outcomes

5.11 To achieve both local ambitions to reduce health inequalities and promote better quality of life and deliver on the ambitions of the National Drug Strategy 2017, the Provider will deliver the following outcomes:

- Freedom of dependence on drugs and / or alcohol;
- Prevention of drug related deaths and blood borne viruses;
- A reduction in crime and re-offending;
- Employment and meaningful activity;
- Prevent and reduce homelessness and support access to suitable accommodation
- Improvement in mental and physical health and wellbeing;
- Improved relationships with family members, partners and friends;
- The capacity to be an effective parent

5.12 To monitor delivery of the outcomes a performance management framework has been developed (Appendix B).

6 Service Objectives

The Provider will operate to achieve the following objectives:

- To enable and support recovery from alcohol and drug dependence.
- To promote and provide brief interventions within frontline Services
- To support people to reduce drug and alcohol use with a view to abstinence or to drink within safe limits if this appropriate for the individual.
- To ensure the service is accessible across the county of Shropshire.
- To co-ordinate and deliver a person centred recovery plan ensuring continuity of care throughout the treatment journey.
- To be proactive, re-engaging those who have left service in an unplanned way.
- To reduce drug and alcohol related deaths.
- To reduce drug and alcohol related hospital admissions and readmissions.
- To improve access to mental health Services through joint working and agreed pathways to promote the philosophy of ‘no wrong door’
- To support and promote the use of the recovery community in Shropshire at all stages of the treatment journey.
- To promote and develop peer mentoring and to use this to build recovery in the community.
- To promote and facilitate access to mutual aid as part of the recovery pathway.
- To develop mutual relationships with Service Users to support future system design and delivery.
- To ensure all interventions are beneficial and where no progress has been made reassess treatment options with the service user.
- To safeguard children and young people by developing effective partnerships with Early Help and other Services.
- To increase the number of families affected by drug and alcohol use supported through universal and targeted Services.
- To reduce the number of dependent drinkers who receive medically assisted withdrawal in an in-patient setting who could safely withdraw within the community.
- To reduce the number of unplanned acute alcohol withdrawals.

- To improve the pathway from hospital to community treatment.

- To support people in treatment to access education, training, volunteering to improve employability and longer term sustainable recovery.

- To increase the proportion of people leaving prison and continuing treatment in the community.

- To develop a systematic approach to support and sustain recovery following assisted withdrawal and residential rehabilitation, utilising recovery resources within the community.

- To support the reduction of drug and alcohol related crime through delivery of effective interventions across the criminal justice pathway.

- To improve the health and well-being of family members and carers affected by someone else's substance misuse through providing appropriate levels of support.

- To prevent the transmission of blood borne virus through the completion of Hepatitis B vaccinations and increased screening for Hep C assertively supporting those diagnosed HepC+ to access specialist treatment and providing brief advice around healthy choices for a compromised liver.

- To reduce health inequalities.

- To develop good working relationships with community based statutory and voluntary Services to support delivery of the outcomes.

- Develop information sharing protocols to enhance partnership working.

- To comply with the data requirements of the national Drug Treatment Monitoring System providing timely uploads,

- To provide timely performance information as agreed with the Partnership to monitor delivery of the outcomes.

- To work with the Authority and other partners to continually develop and improve the system.

- To innovate the service by using technology and best practice to meet the challenges of future funding

7 Delivering the model

7.1 The service must be accessible across the administrative area of the Authority and as a minimum, delivered within each of the five market town areas of Shrewsbury, Oswestry, Whitchurch, Ludlow and Bridgnorth.

7.2 All pharmacological, psychosocial, harm reduction and recovery provision should be available in each of these areas.

7.3 As a minimum, there will be at least one late night/weekend opening per month, the Provider should also offer appropriate forms of cover for out of office hours, bank holidays and weekends.

7.4 The service should be welcoming and non-judgemental with a single point of contact for the entire system to support easy access.

7.5 For young people, access to the service should be available in premises that are readily accessible and non-stigmatising.

7.6 The Provider should use a person centred approach to meet needs.

7.7 The service will offer adults, children and young people with problematic drug and alcohol use and their families a range of preventative support, early intervention, treatment and recovery interventions on an integrated pathway. Services delivered must be ambitious on behalf of Service Users and illustrate the ability to motivate and support people to attain their short and long term goals of recovery through evidence based behaviour change and innovative ways of working.

7.8 The Provider will support all those who identify problematic use of substances and prevent further escalation of harm.

7.9 A key element of improving access to Services will be focusing on the needs to those groups who are underrepresented in Services. According to our needs assessment this includes women and older people aged 65 years and over for problematic alcohol use and dependency and those from diverse groups, such as homeless, LGBT and minority communities.

7.10 As part of the wider public health role, the Provider, as a public health service, will embed the key principles of making every contact count into their delivery model to support a holistic approach to improved health and well-being.

7.11 The Provider will include:

- Person centred, recovery focused and socially inclusive information and advice to all those who approach the service including partners and key agencies;
- Information to support harm reduction;
- Information for families affected by problematic drug and alcohol use;
- Advice and information to prevent the spread of blood borne virus;
- Information on the treatment options available;
- Support to GPs and other health professionals on patient safety.

7.12 To deliver the service the Provider will develop pathways and agreed working arrangements across the following areas as a minimum.

- Mental Health Services to ensure the needs of Service Users with a dual diagnosis are appropriately supported according to need, in line with best practice and NICE guidelines.
- Housing support and Services
- Children and Young People's Services, including but not exclusive to Early Help, Targeted Youth Support, young carers Services and child protection.
- GPs outside the shared care scheme.
- Shrewsbury and Telford Hospital based at both Shrewsbury and Telford sites.
- Adult social care for access to residential rehab
- Job Centre Plus
- Police, Courts, National Probation Service, local prisons and Community Rehabilitation Companies (CRC)
- Inpatient assisted withdrawal facilities
- Local pharmacists

7.13 A robust interface will be established with key agencies and organisations in respect of managing problematic drug and alcohol use through a learning and development offer. This offer should include:

- Short training packages to improve understanding of problematic drug and alcohol use, its impact within a health and social context, screening and referral.
- Marketing of the Services on offer and how they can be accessed using a range of medias.
- Implementation of brief advice and information sessions to support the wider public health prevention agenda.
- Public health campaigns to heighten awareness of risks associated with problematic drug and alcohol use, smoking and sexual health.

8. Access, Prevention and Early Intervention (Adults)

Eligibility and Access

8.1 The Provider must ensure equal access for all residents regardless of any protected characteristics of Shropshire aged 10 years and above, under the Equality Act 2010 or who are mandated through the criminal justice system.

8.2 The Provider will support all residents within the administrative county of Shropshire who:

- Have been assessed as in need of support for problematic illegal drug and alcohol dependency;
- Are high risk and vulnerable of being unsafe;
- Are ready to address their own drug and alcohol issues or who require additional encouragement and motivation;
- Are affected by someone else's drug and alcohol use;
- Who are mandated through the criminal justice system.

8.3 The Provider must provide a non-discriminatory, sensitive service that promotes social inclusion, dignity and respect for all

8.4 Treatment will support individual needs and take account of their parents, carers and significant others affected by someone else's drug or alcohol misuse.

8.5 The Provider will enable self and third party referrals for assessment in order to determine the most appropriate support.

8.6 A single point of access will be provided and should be flexible and responsive to individual needs to support referral, assessment and self-management.

8.7 First impressions are important and the service should be welcoming and non-judgemental making available key information about the Services on offer and the support available. The ambition for recovery should be visible showing a range of routes through treatment to allow choice and empower people.

8.8 The Provider will embed the public health prevention agenda 'making every contact count' and collaborate with other Providers and stakeholders to optimise self-help and early intervention.

8.9 As a minimum, waiting times for interventions and treatment should not exceed the 3 week (21 days) national standards and triage/assessment should be offered within 5 working days of initial referral.

8.10 To improve access, the service should offer some flexibility to meet people's needs and should include evenings and weekends.

8.11 The Provider will be responsible for promoting the service to both the community and other professionals.

Assertive Outreach

8.12 Assertive outreach will be a core component of the early intervention and prevention approach and will underpin all elements of engagement.

8.13 The Provider will:

- Implement approaches that actively seek out those in need of drug and alcohol Services and not be reliant on self-referral and third party.
- Liaise with GPs and other Providers to assertively engage with drug users and dependent drinkers.
- Assertively re-engage with Service Users who have disengaged.
- Proactively engage with and provide ongoing treatment for Service Users who are unable to access site-based Services, including but not limited to severely dependent drinkers.

Priority Groups

8.12 Priority should be given to those at risk of harming themselves and others, causing harm to their families or friends or to the wider community, and those vulnerable and at serious risk of harm from others. This will include:

- Pregnant women and those with parenting responsibilities (Hidden Harm).
- Victims of domestic abuse.
- Young people aged 18 years and under.
- Criminal justice Service Users including perpetrators of domestic abuse and violent crime.
- Co-occurring mental health and drug and alcohol issues (Dual Diagnosis).
- Homeless.

Engagement and assessment

8.13 On entry to service all people should be assessed to determine appropriate level of interventions. The process should be a shared or joint collaboration with the service user and their family or significant others (where appropriate) and owned by them.

8.14 A comprehensive assessment of risks and disengagement will be completed and include risks posed by less frequent face to face contact to ensure treatment supports their goals of recovery.

8.15 Assessment must take a whole family approach, addressing hidden harm and in particular addressing the impact of drug and alcohol use on families and children, in line with national guidance and local safeguarding protocols.

8.16 The Provider will use validated screening tools that include assessing the physical, mental health and well-being of the service user, and use evidence based behaviour change approaches throughout the individuals treatment, support and recovery journey.

8.17 Each service user should have a named appointed key worker. The Provider should make all effort to ensure there is stability within the key work function, to enable the development of a productive therapeutic relationship.

8.18 The Provider will complete a detailed and personalised recovery plan that will assess resources (internal and external), goals, strategies, options, benefits and risks.

Brief Advice and Early Intervention

8.20 Brief advice and early intervention will be provided to reduce escalation of problematic use following best practice and NICE quality standards. The Provider will give brief opportunistic advice to Service Users to support them to adopt healthier lifestyles.

The Provider will deliver:

Information and Advice to include:

- Information for families affected by drug and alcohol us.
- Preventing the transmission of blood borne virus.
- Information and advice on service options available.
- Support to GPs and other health professionals on patient care and safety.

Low Intensity Interventions to include:

- Opportunist brief interventions and extended brief interventions.
- Motivational interviewing to support entry to service

Reducing Drug Related Deaths

8.21 Reducing drug related deaths is a key priority at the local and national level. The Provider will promote a culture of professional curiosity to reduce drug related deaths through proactive challenge of ongoing harmful and risky use of substances.

8.23 .Naloxone will form part of the response to reducing drug related deaths. The Provider will train Service Users, carers/significant others, and other professionals in the use of naloxone.

8.24 The Provider will mitigate the risks of premature death by ensuring all Service Users are aware of the risks associated with custody releases, discharge from residential rehabilitation and medically assisted withdrawal offering provision of naloxone.

8.25 Adherence to the local Drug Related Death Policy (DRD) will be required, including notifying the Authority at the earliest opportunity of a suspected drug related death. This will be recorded in accordance with the local protocol.

8.26 Any learning and recommendations within the process of a DRD enquiry will form part of an improvement plan and the Provider will act upon it in a timely fashion.

9. Community Services

The Provider will deliver a treatment model that offers Service Users a range of interventions to meet their needs, reduce harm and promotes behaviour change and recovery. Using a phased and layered approach, the Provider will ensure the treatment intervention delivered is effective and goal driven. Treatment should be reviewed and revised if sufficient benefit is not being gained in collaboration with the service user and their family or significant others.

Harm reduction

9.1 Harm reduction will underpin all aspects of service delivery.

9.2 The Provider will offer a specialist needle and syringe programme (NSP) that will proactively encourage the promotion of safer injecting, as well as the storage and safe disposal of all equipment.

9.3 Safe disposal of returns will be monitored to ensure the NSP service is operating effectively.

9.4 The needle syringe programme will promote the benefits of screening of Hepatitis C and Hepatitis B vaccinations to those not engaged in Services.

9.5 The Provider will offer and encourage the uptake of:

- Hepatitis C (Hep C) screening
- Hepatitis B (Hep B) vaccination programme
- Hepatitis A vaccinations
- HIV screening
- Active TB case findings
- Tetanus immunisation checks and referral.

9.6 To achieve the national ambition to eradicate Hepatitis C by 2030, the Provider will work with secondary Services to develop pathways and develop a supportive role in accessing treatment for the first time

9.7 The Provider will build relationships with the Healthy Living Pharmacies and integrated sexual health Services to develop the service offer to groups of people who may not traditionally access support.

9.8 The Provider will work with the Drug and Alcohol Action Team (DAAT) and other stakeholders to implement and support the local drug alert process, including membership of the Professional Information Network (PIN).

Flu and health promotion

9.9 The Provider will promote seasonal flu vaccination programmes and promote uptake to those eligible for an NHS flu vaccination.

9.10 The Provider will offer seasonal flu vaccinations to all their staff to in accordance with the Health and Safety at Work Act (HSWA) 1974.

9.11 As part of the holistic approach to health and well-being, the Provider will support and signpost people to other health related Services, such as smoking cessation, sexual health and dental treatment.

Recovery planning, care co-ordination and discharge planning.

9.12 The Provider with the service user and their family (where appropriate), will prepare and implement a structured recovery plan that identifies treatment goals and has a clear route of progression.

9.13 On completion of treatment goals the Provider with the service user will develop and implement a discharge plan that will identify a range of provision to sustain recovery in the community. The Provider will work closely with other Providers and organisations, including public health's social prescribing model to ensure a smooth transition from any part of the pathway into the community.

9.14 Recovery Plans will be reviewed as a minimum, on a quarterly (3 monthly) basis and revised to meet changing treatment needs accordingly.

9.15 Provision will include access to therapeutic support, self-help, employment, education and training, leisure activities and appropriate housing.

9.16 Family support can play a positive role in the engagement and successful completion of treatment. Staff should promote the benefits of family involvement in the recovery plan and where appropriate encourage consent to be given

Structured Treatment and Support

Those identified as drug and /or alcohol dependent will require a range of structured treatment provision and should be actively encouraged to engage with interventions to support their recovery including (but not exclusively):

Psychosocial Interventions.

9.17 The Provider will deliver a range of psychosocial interventions in accordance with the evidence base, as either a stand-alone treatment intervention or part of a wider programme of recovery care.

Clinical Interventions.

9.18 A range of pharmacological interventions will be used to enhance and support active recovery for people with opioid and alcohol dependency and should be used as part of a comprehensive package of psychosocial and recovery interventions.

9.19 To comply with the Care Quality Commission (CQC), safeguard quality and clinical assurance, the Provider will have an appropriate infrastructure in place to support clinical leadership, to ensure provision can respond appropriately to new clinical guidance, policies and protocols.

9.20 As clinical lead within drug and alcohol Services, the Provider will develop strong working relationships with local GPs to influence appropriate pharmacological interventions to meet individual need, including ongoing prescribing as part of a relapse /prevention strategy to sustain benefits of interventions and recovery.

Medically Assisted Withdrawal

9.21 Community based medically assisted withdrawal should be used for all Service Users where this is appropriate to their severity of dependence, available social support and there is no presence of any physical or psychiatric comorbidity.

9.22 For those whose needs cannot be managed within the community, a medically assisted inpatient withdrawal should be pursued, utilising the Contracted service. The Provider will develop good working relationships with the in-patient Provider to support the management and co-ordination of inpatient referrals.

Community Rehabilitation.

9.23 Structured day or group work programmes should be available to support sustainable recovery for all Service Users, including those on a DRR or ATR.

9.24 Structured day programmes should be an integral part of treatment for those completing medically assisted withdrawal whether in the community or in an inpatient facility to ensure there is consolidation of change and ongoing recovery support.

9.25 Structured day programmes should follow best practice and provide a range of activities and support to promote self-resilience. Group work programmes should be determined and focused on need.

Hospital Liaison

9.26 An alcohol liaison nurse service (ALN) will be provided within the Royal Shrewsbury Hospital for patients whose admission is alcohol and/or drug related. Appropriate levels of interventions will be offered to patients who present or who are on planned and unplanned medical admissions who require interventions for alcohol and /or drug dependency, with the objective of reducing admissions and length of stay

9.27 All in-patients known to the ALN prior to discharge will be reviewed and where appropriate, treatment continued within the community as part of a seamless treatment journey.

9.28 The Provider will work closely with the acute trust to ensure clearly defined care pathways are in place to support timely referrals to service.

9.29 The ALN service will raise awareness to illegal drug and alcohol disorder use and advise hospital staff on admissions and treatment interventions.

Shared Care

9.30 The Provider will work with GPs to build on current shared care arrangements for both drug and alcohol Service Users. This will include agreed pathways of care to reduce hospital admissions, referral into specialist provision where required and support continuity of care in primary health setting where appropriate.

9.31 The Provider will work with GP surgeries to increase the capacity of treatment within primary community provision.

9.32 The Provider will chair and organise the bi-annual shared care meetings.

9.33 The Provider will work with the Authority and Clinical Commissioning Group to develop this service in other parts of the county.

Mental Ill Health

9.34 The Provider will adopt the principles of the no wrong door approach as promoted in *Better care for people with co-occurring mental health and alcohol/drug use conditions* to support people with co-occurring mental health and drug and alcohol problems:

- Proactive, flexible, compassionate and anti-discriminatory;
- Offer rapid assessment and referral to mental health Services when appropriate;
- Offer a rapid response to urgent physical and mental health and social care needs, whilst also making plans for longer term support;
- Provide a named lead who will co-ordinate care;
- Promote engagement in meaningful therapeutic relationships;
- Use behavioural change strategies;
- Create a safe environment;
- Work collaboratively with other agencies to meet needs;
- Agree a joint working arrangement.

Residential Rehabilitation

9.35 The Provider will assess and prepare those who will benefit from a residential rehabilitation programme. This must be based on a full comprehensive assessment and form part of an agreed recovery pathway.

9.36 On return to the community, the Provider will continue care co-ordination to provide relapse prevention, pharmacological interventions and structured day programmes to maximise outcomes.

9.37 The Provider will work with the local authority to develop pathways to secure support for residential rehabilitation.

Relapse prevention

9.38 The Provider will need to offer relapse prevention as part of the overall structured intervention, including supporting people to develop the skills to maintain successful treatment outcomes.

9.38 As part of the open access to service the Provider should also ensure there is a clear pathway to support a prompt entry back into treatment following relapse to prevent further harm and maintain recovery gains.

10 Building Recovery

Mutual Aid

10.1 In order to maximise the benefits of treatment the Provider will facilitate access to mutual aid across the county. Engagement with mutual aid organisations should form part of service introduction. For Service Users in long term treatment a proactive approach to facilitating mutual aid should be applied and form part of the review process.

10.2 The Provider will work with local mutual aid and the recovery community to ensure all people are offered the opportunity to benefit from mutual aid.

Volunteering and peer mentoring

10.3 Service Users have told us of the benefits of peer support and their desire to volunteer, to give something back. The Provider will promote volunteering and forge links with organisations and associations to support people to develop their skills.

Meadow Place Recovery Community

10.4 The Provider will have access to four living units at Meadow Place. Currently the project provides an intensive structured programme, together with housing support for people committed to recovery to facilitate and consolidate behaviour change. The Provider will maintain the underpinning principles of this recovery resource and continue its evolution with present and past Service Users and the recovery community.

10.5 The facility should be used to foster and develop the recovery community in Shropshire and link to other developing recovery communities.

10.6 The Provider will foster links with housing Providers, other statutory housing Services, and private landlords to promote smooth transition and move on within a timely manner.

10.7 The Provider will only allow occupancy of the properties for a maximum of six months or less to ensure the resource is available.

Homeless and Housing support

10.8 The Provider will work with the local authority to implement the Homeless Reduction Act 2017 to maintain homes and tenancies, providing additional treatment support where required to enable people to keep their own homes.

10.9 The service should also have sufficient flexibility to respond to the needs of people who are homeless, promoting health and well-being to support better outcomes and working with key partners to reduce the numbers sleeping on the streets.

10.10 Under the provision of the Homeless Reduction Act the local authority has a duty to support anyone who presents as being at threat of homelessness or homeless on the day. The Provider will work with the authority to support the development and implementation of appropriate care plans to improve overall outcomes.

10.11 The Authority is working to reduce homelessness in the county, particularly from the county town of Shrewsbury. The Provider will work with other partners to find a sustainable way to support people who are homeless and have a drug and /or alcohol problem through the HOST project or other initiatives as developed within the lifetime of this Contract.

Employability

10.12 The Provider will make employment an integral focus of a person's recovery plan working with a range of agencies to achieve this.

10.13 To support longer term economic stability, the Provider will continue to build on the positive working relationship with Job Centre Plus to sustain recovery and to fulfil the mandatory requirements under the benefit system.

10.14 The Provider will support the development and implementation of a three-way agreement with the service user and job centre plus to maximise the benefits available to those proactively engaged in treatment and agree a clear information sharing protocol.

Service User and Family Involvement

10.15 The views of Service Users and family members in the development and delivery of service provision is fundamental to building an asset based system for the future. To develop and deliver this, the Provider will need to foster the principles of co-production to improve outcomes. Working with the Authority the Provider, over the course of this Contract, will support the development of a system of engagement and co-production.

10.16 This will mean involving service uses and their family and friends in the planning, developing and evaluation of Services and considering proposals for changes in the way those Services are provided to ensure they genuinely respond to needs.

10.17 A Charter of Service User Rights and Responsibilities should be developed and adhered to by all staff and be clearly displayed in all waiting rooms.

11 Safeguarding

11. 1 Children and young people should be at the heart of the system and the Provider should be proactive in working with Children and Family Services. The Provider will be competent in the assessment and management of safeguarding issues for both adults and young people.

Children and Young People Safeguarding

11.2 Building on the partnership work to date, the Provider will develop positive working relationships with children and family Services from Early Help through to Child Protection to ensure the needs of children and young people are met appropriately.

11.3 As part of the learning and development offer, the Provider will work with the local children and family Services to establish a communications framework for raising awareness to the Services offered by the team, referral pathways and joint case management under the local Joint Working Protocol

11.4 As part of the Shropshire Children's Safeguarding Board requirements, all staff working with families under the statutory duty of care of the local authority, will be expected to attend all meetings as required and share information in accordance with the local Joint Working Protocol to protect children and young people from harm.

11.5 It will be a Contractual requirement the Provider adheres to the Shropshire Children's Safeguarding Board protocols. This will include the active engagement of specialist input into multi-agency review meetings as required; and will include:

- assessments,
- initial case conferences,
- core groups
- case conference meetings.
- practitioners will also be required to attend and provide any reports as required within the process to ensure the best outcomes for the child.

11.6 All practitioners should be trained and fully competent in safeguarding and familiar with local safeguarding processes. It is a requirement of the Authority all staff undertake the Shropshire Safeguarding Children's Board training.

11.7 The Provider will ensure there is a dedicated lead, appropriately qualified, who will oversee the management of cases where children are on a child protection plan and identified as the main point of contact for children and family Services.

Hidden Harm

11.8 People identified within the system with parental responsibility should be assessed and managed using the framework of the Joint Working Protocol between Substance Misuse and Children and Family Services.

11.9 To improve outcomes for children affected by parental substance use and ensure their needs are appropriately met, the Provider will need to build effective working relationships with the range of children and family Services to secure the prevention of further harm, breaking the cycle of intergenerational future problematic drug and alcohol use. To support this ambition the Provider will deliver:

- A single point of contact within the service which will exchange information to support better outcomes for the child, and provide advice and information;
- Support the information sharing process within multi-agency locality meeting;
- Attend and provide information on levels of risk and protective factors within the family unit in respect of problematic substance use.
- Prioritise referrals received from children and family Services for comprehensive assessment. As a minimum all referrals should be triaged and assessed within five working days. Information on the outcome of assessment and treatment options should be shared with children and family Services with consent. Where no consent is given the practitioner should apply the principles of information sharing as outlined in the SSCB procedure's

11.10 Practitioners should be competent to professionally challenge parents on the needs of their family, assessing risks to support timely referrals to Early Help, Children and Family Services and other organisations who can support the family, as part of the agreed recovery plan.

11.11 All cases where there is a 'Child in Need' or 'Child Protect Plan' in situ should be internally monitored against the impact of the treatment intervention and regularity of support appropriate to the safeguarding risks posed.

11.12 The Provider should undertake periodic audits to ensure under S47 of the Children's Act 1989 and Section 11 of the Children's Act 2004 all functions are discharged having regard for the need to safeguard and promote the welfare of the child.

Adults Safeguarding

11.13 The Provider will be familiar with the West Midland Adult Safeguarding processes and protocol to support the safeguarding of adults within the county of Shropshire.

11.14 Relationships should be built with the Adult Safeguarding team to form working arrangements for the safeguarding of adults in service/

11.15 All practitioners should be competent in recognising and managing issues in respect of vulnerable adults, whether as a user of Services or their carer/family member.

11.16 All practitioners should be confident in assessing adult safeguarding risks.

11.17 The service will establish a good working relationship with the Harm Assessment Unit to ensure there is a clear pathway into Services for those who need them.

12 Young people's substance misuse Services

12.1 Young People's specialist Services should be readily available for those who's functioning is seriously impaired by substance use. Following best practice and the evidence base, this element of the service should provide a range of psychosocial, medical and specialist harm reduction provision. Key to effective delivery is the interface with targeted and universal Services. The Provider will be closely aligned to the wider children and young people's system providing specialist support to those whose needs cannot be met in universal or targeted support.

Eligibility

12.2 The service will be available to all those who reside in the administrative county of Shropshire, up to and including 18 years of age, whose substance use is at a problematic level and is disrupting functioning, potentially causing longer term harm.

Priority Groups

12.3 Priority should be given to those young people who are at risk of harming themselves or others and have multiple vulnerabilities and complex needs including (but not exclusively):

- Affected by parental drug and alcohol dependency,
- Young offenders
- Emotional and mental health conditions
- Looked after Children
- Excluded from School
- Teenage Parents
- County Lines association

Access and Inclusion

12.4 The young person will receive a comprehensive assessment that will determine the level of support required and provided.

12.5 Research has found few young people will present to Services dependent on a substance, therefore the time spent in treatment should reflect the level of problematic use and not the wider complexities or vulnerabilities the young person may continue to have once their substance is under control.

12.6 The Provider will deliver an assertive outreach based service that meets young people in venues, including the home that is convenient and safe. In public community spaces, the venue should be risked assessed to meets health and safety requirements for both the young person and member of staff, and the young person's confidentiality is not compromised.

12.7 Referrals can be accepted from a range of sources including self-referral. The Provider will develop good working relationships with a range of universal, targeted and other specialist Services to ensure there are no barriers to access.

12.8 The Provider will work collaboratively with any other agencies involved with the young person or the family to maximise positive outcomes. Where appropriate engage in Early Help multi-agency, multi-disciplinary team activity to support the Strengthening families programme to improve outcomes for the whole family where drugs and alcohol issues are an issue.

12.9 The Provider will offer a central point of referral that will include traditional methods of contact such as drop-ins as well as new methods incorporating social media and platforms in which young people communicate.

Care Planning and Co-ordination

12.10 Problematic drug and or alcohol use in young people is rarely in isolation from other vulnerabilities and complexities. The Provider will support Early Help, Targeted Youth Support, Strengthening Families, 0-25 Service and other statutory Children and Family Services to develop and deliver a care plan that meets needs and concludes in positive outcomes.

12.11 All young people will be comprehensively assessed to identify their needs. When the young person is presenting with severe mental health needs (psychosis) they will be referred to the young person's secondary mental health service.

Following a comprehensive assessment of substance use the Provider, in collaboration with the young person, and their family (where appropriate), will develop a care plan that covers substance use, psychosocial, physical and social functioning.

12.12 Parents and guardians should be involved in decisions about care in accordance with best practice for young people 16 years and under. Best practice suggests young people have better outcomes when there is a whole family approach and parent carers are involved in their care. Practitioners should promote the benefits of family involvement in the recovery plan and where appropriate encourage consent.

12.13 To support behaviour change, parents carers and significant others the Provider will signpost to family support Services within the community. This will be offered whether or not the young person is accessing Services.

12.14 All young people will be comprehensively assessed within five working days from referral. Within five working days of the initial referral all young people will have a care plan that optimises recovery and have received their first intervention.

13 Support for carers and significant others affected by someone else's drug and alcohol use

13.1 The impact of drug and alcohol misuse on the family unit is well documented. Family members have a right to a community care assessment and support in their own right (The Care Act, 2014).

13.2 The Provider will establish an agreed pathway to access Carers Assessments with the Authority.

13.3 The Provider will proactively identify family members and carers eligible for a Carers Assessment, this includes young carers.

13.4 When a young carer has been identified within a family the Provider will follow the Joint Working Protocol procedure. If there are no additional child safeguarding issues the Provider will make a referral to Early Help to ensure the young person receives appropriate support.

13.5 The Provider will use promotional materials to encourage families and carers to access information and support.

13.6 Written information on drug and alcohol misuse and its management, including how families and carers can support the service user will be made available and widely publicised.

13.7 Guided self-help will be made available including facilitating contact with local support groups.

13.8 Where carers and family members have not benefitted from guided self-help, the Provider shall offer a five week programme of support that explores sources of stress and offers information and advice on coping strategies and behaviours.

14 Criminal Justice Pathway

14.1 Utilising the functions of the Drug Interventions Programme the Provider will offer advice, information, triage, assessment, including the Required Assessment (RA) provisions (Drugs Act 2005) to all those identified within the designated custody suite for Shropshire.

14.2 Using a validated screening tool, the Provider will prioritise criminal justice clients and triage /assessment within 1 working day of initial referral from the custody block and a second appointment offered within 3 working days of triage /assessment.

14.3 The Provider will work in partnership with the National Probation Service (NPS) and Community Rehabilitation Company (CRC) to deliver effective treatment interventions to support the substance misuse element of the Drug Rehabilitation Requirements (DRR) and Alcohol Treatment Requirements (ATR) orders.

14.4 To support smooth transition from prison to the community the Provider will work with the local prisons to improve referrals and engagement in Services.

14.5 All Service Users identified through the criminal justice system will be given the opportunity to engage in treatment at the earliest opportunity.

14.6 The Provider will become an integral part of the Integrated Offender Management (IOM) service in Shropshire supporting delivery of appropriate drug and alcohol treatment interventions (DRRs and ATRs) as part of co-located IOM team.

14.7 To achieve continuity of care between community and custody the Provider should establish a single point of contact with the designated local prison.

14.8 The Provider will deliver outreach Services to the designated magistrate's court for Shropshire working with colleagues in Telford and Wrekin to optimise delivery.

14.9 The Provider will promote the use of ATRs and DRRs as part of community sentencing through awareness raising and training to magistrates.

15. Quality Governance

15.1 The Providers will produce a governance framework that demonstrates how they promote quality and safety of care within the system. This framework should cover both clinicians and practitioners and should include:

- Roles, responsibilities and accountability.
- Dealing with serious and untoward incidents, including support to drug related death enquiries, and policies to deal with needle stick injuries in the community.
- Clinical Audit
- Clinical and Cost effectiveness
- Patient focus
- Safety.
- Workforce competency

15. 2 The Provider will demonstrate how, through their policies and procedures, they manage and mitigate risks, both reactively and proactively should a near miss or serious incident occur.

Achieving Quality

15.3 Delivering effective quality treatment that promotes recovery needs to be underpinned by the evidence base. The Provider will demonstrate how they will contribute to the achievement of national and local priorities and targets using the best evidence available and adhering to NICE guidance and quality standards (Appendix C).

15.4 The Provider is required to meet the minimum standards of the following guidance, wherever a service schedule indicates the function listed is part of that service.

- Care Quality Commission (CQC) Essential Standards for Quality and Safety December 2010
- QuADS (Quality in Alcohol and Drug Services): *Alcohol Concern*, 1999
- Clinical governance in drug treatment: A good practice guide for Providers and commissioners, 2009 (NTA)
- 'Models of Care' (*National Treatment Agency, 2002 and 2006)*
- Drug Misuse and Dependence UK Guidelines on Clinical Management (DH2017)
- DH 2003 NHS Code of Practice on Confidentiality
- DH 2004 Standards for Better Health (updated 2006)
- All relevant DH NICE Guidelines

15.5 The Provider will comply with all relevant legislation, regulations, statutory circulars and National Quality requirements in so far as they are applicable to the service.

15.6 The Provider will have robust processes for assessing, implementing and monitoring NICE technology appraisals, guidance and interventional procedures as appropriate. Outcomes of any non-compliance are to be made available to the Authority with an appropriate action plan and timelines for compliance as part of Contract monitoring.

Complaints and Compliments

15.7 The Provider will have a clear and written complaints procedure in place which complies with both Local Authority and NHS standards. It will be made available to Service Users and their friends and family at commencement of engagement with the service.

15.8 The Provider will keep a complaints and compliments log that provides details of feedback of service delivery. Complaint investigations and supporting documentation should be located within the complaints and compliments log. The outcome of complaints investigation should be clearly logged, including any action taken.

15.9 Where a service user or their friend or family member has a complaint or concern about the service offered the Provider will make efforts to address the issue as soon as possible at the local level. If the issue is not resolved to the satisfaction of the service user or their friend or family member there should be an open and transparent process to escalate the complaint to a higher level within the organisation, informing the Authority of this action.

15.10 A quarterly collated report of all compliments and complaints and resulting actions taken will form part of Contract monitoring.

15.11 The Provider must also give the complainant the opportunity to direct their grievance to the Authority as the commissioning body. All promotional material in connection with compliments and complaints should reference the right of the service user to complain to the Authority once the Providers own processes have been exhausted. In the event the complaint is not resolved by the Authority it will be passed to the Local Government ombudsman.

15.12 Service Users and their families/significant others should be directed to the Authority's webpage

https://shropshire.gov.uk/feedback

15.13 The Provider is also required to note on their complaints and compliments log any organisational learning arising from the complaint.

15.14 The Provider should also have a process for handling staff complaints and all staff should be confident to use it.

15.15 A whistle blowing policy should be in place and all staff should be familiar with the process.

16 Workforce including volunteers and peer support

16.1 The ability to build an effective therapeutic relationship is essential if the ambitions of recovery are to be achieved. To do this all staff need to be competent and able to demonstrate they are appropriately qualified to undertake the roles they do.

16.2 All staff, paid or unpaid should have access to regular supervision, support, training and an annual appraisal.

16.3 The Provider will put a structure in place to support volunteer development, understand boundaries, levels of responsibility and sustained recovery.

16.4 The Provider will ensure all staff are appropriately qualified to undertake their role and provision is in place for training updates where necessary. As a minimum all key work staff should be qualified to Level 3 Award in Working with Substance Misuse or similar with certified competencies mapped against the DANOS standards or working towards them and completing within 12 months of induction.

16.5 All staff should be competent in:

- Comprehensive assessment
- Person centred care planning treatment and recovery planning
- Motivating Change
- Safeguarding
- Risk assessment
- Relapse prevention
- Harm reduction
- Psychosocial interventions
- Making Every Contact Count

16.6 It is a mandatory requirement all staff are trained in local children and safeguarding procedures and have undertaken the minimum training required by the Shropshire Safeguarding Children's Board and Keeping Adults Safe in Shropshire Board (KASiSB).

Shropshire Safeguarding Children's Board
http://westmidlands.procedures.org.uk/

Shropshire Adult Safeguarding
http://www.keepingadultssafeinshropshire.org.uk/media/1082/safeguarding-process-in-shropshire-guidance.pdf

16.7 All staff should be familiar and able to apply the legal framework for mental ill health (Mental Health Act 1983, amended 1995 and 2007, the Mental Capacity Act 2005).

16.8 All staff should be familiar and able to apply the legal framework for safeguarding children, Children Act 1989, Section 10 of the Children Act 2004 and Working Together 2015.

16.9 The Provider will need to ensure all clinicians have appropriate competencies and are qualified to work within the field.

16.10 There should be an appropriate skill mix in place that includes the appropriate number of clinical staff and social workers to deliver the service and adhere to clinical standards and safeguarding.

16.11 The Provider will be responsible for ensuring all staff that require professional registration have the mechanisms in place to maintain their registration.

16.12 To maintain quality of delivery and good practice the Provider will ensure all employees have in place an individual personal development plan, which is reviewed every 12 months.

16.13 All staff should be encouraged to attend appropriate education and training programmes to maintain their level of competency and comply with their professional body requirements.

16.14 All staff who have professional qualifications should operate within their scope of competency, their professional body's standards, regulations and codes of conduct.

16.15 The Provider will have in place an induction programme and ensure all staff undergo the process.

16.16 The Provider will have workforce and training plans in place relevant to the management of the misuse of substances that is reviewed and amended annually.

16.17 Professional leadership will be provided.

16.18 The Provider will put in an appropriate management structure delivered by staff suitably qualified in leadership and / or with extensive managerial experience to lead the service.

16.19 The Provider will have in place appropriate human resource policies to manage short and long term absences, discipline and capability issues. These policies will be made available to the Authority including any revisions.

16.20 The Provider will ensure all staff are able to provide a 'making every contact count' brief intervention on lifestyle behaviours to promote good health and well-being.

17. Service Criteria

Scope

17.1 The following Services will form part of this tender:

- All clinical and psychosocial drug and alcohol community Services for adults 18+
- Hospital Liaison
- Recovery Services
- Service user development
- Meadow Place community recovery service
- Young people's substance misuse Services for under 18 years
- Co-ordination of shared care for drugs and alcohol
- Tier 3 Needle Exchange

Services not in scope

17.2 The following Services are not part of this tender exercise:

- Inpatient assisted withdrawal.
- Pharmacy based needle exchange provision.
- Residential Rehabilitation

17.3 Residential rehabilitation is currently spot purchased. On award of Contract the Authority reserve the right to discuss how the management of residential rehabilitation will be undertaken in the future with the Provider.

Exclusions

17.4 The Provider will have a clear policy on excluding people from treatment. The policy will describe circumstances in which Services may be withdrawn and ensures that appropriate risk management processes are contained within.

17.5 Where circumstances involve violent or highly aggressive behaviour the Provider is satisfied that the level of risk has reduced to manageable levels before offering the service user continued support.

18. Data Management and Information Sharing

18.1 All provision of drug and alcohol treatment and associated interventions are required to be reported onto the national data management site maintained by the National Drug Treatment Monitoring system (NDTMs).

18.2 The Provider must be open about information stored on an individual and must follow good information sharing principles (including consent to NDTMS and a local data sharing protocol).

18.3 The Provider must have a clear confidentiality and data handling policy, which is understood by all members of staff. The purpose of this policy is to prevent patient details being inappropriately disclosed when consent is not given. The policy should be presented and clearly explained to the service user, both verbally and in written form before assessment for treatment begins. The policy may be outlined in the form of a simple leaflet and / or notice displayed within the waiting area for treatment.

18.4 Circumstances of information sharing and when confidentiality may be breached must be explained to Service Users on entry to the service.

18.5 The Provider will develop clear and robust information sharing protocols with relevant partner agencies across the county. This will ensure the development of good working relationships with relevant partners and make the transfer of client information easier and safer to facilitate optimal treatment gains and recovery for Service Users. Agreed protocols must be in place for commencement of the service

18.6 The Provider will need to meet or exceed the NHS Information Governance Toolkit or new Data Security & Protection Toolkit standards as required for your organisation.

19. Performance Expectations and Targets

19.1 The purpose of this Specification is to drive up quality and performance to realise the ambitions of the National Drug Strategy and deliver the outcomes of the Public health Outcome Framework.

19.2 The Provider will adhere to the quality targets set out in Appendix

19.3 Performance targets will be set and reviewed on an annual basis by the Authority in negotiation with the Provider. The performance management framework contained with Appendix B sets out predicted future performance expectations.

19.4 Targets have been calculated on the basis of existing data and evidenced where possible. Where this is not available, an initial period of benchmarking will be undertaken followed by target setting with the Provider.

Appendix A

SHROPSHIRE NEEDS ASSESSMENT AND PERFORMANCE SUMMARY.

Shropshire is a large geographical county that is sparsely populated. Transport links are limited and delivering Services in a rural area is challenging. Current service delivery is confined to main market towns.

The following information is intended to provide an overview of current service needs to support applicants in their bid. The information has been sourced from information collected by the National drug Treatment Monitoring System (NDTMS) of Public Health England (PHE) and other locally held records.

ALCOHOL

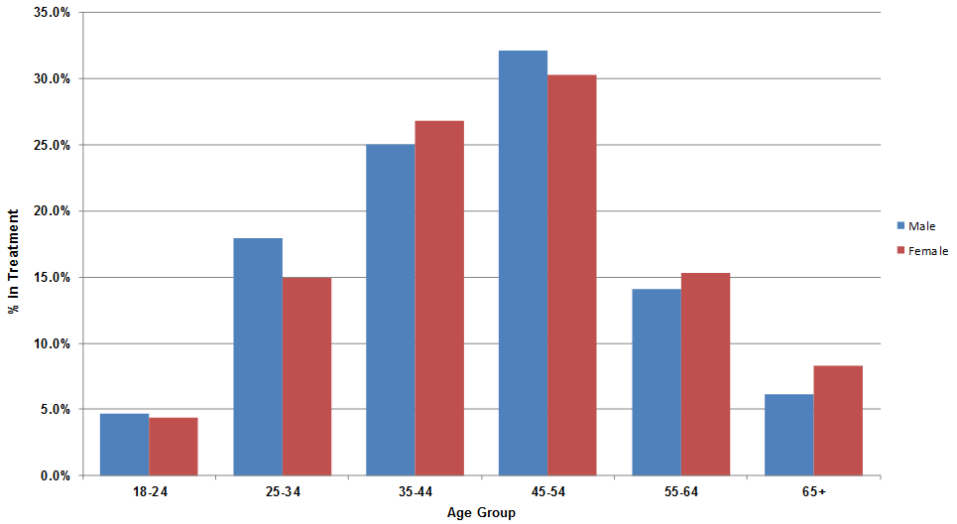
Prevalence and unmet need

- It is estimated there are 2883 dependent drinkers in Shropshire.
- 79% of adults dependent on alcohol do not receive the treatment they need.
- 8.6% of adults in Shropshire abstain from drinking, compared to the England average of 15.5%. This means Shropshire has a higher proportion of adults who regularly consume alcohol than the national average.
- 19.3% of adults in Shropshire drink more than the recommended 14 units of alcohol each week.

In Treatment

- In 2016/17 there were 493 individuals in treatment for alcohol only. Males accounted for 57% of those in treatment and females accounted for 43% Other substances cited by the alcohol treatment population, included opiates (6%), non-opiates (16%), opiates and non-opiates (11%), crack cocaine (10%), cocaine (8%) and 12% cited cannabis use.
- Figure 2. shows the age profile for those in treatment in 2016/17 who cited alcohol as their main drug of choice. The age profile for males and females is largely the same.

Figure 2 showing Age and gender profile for Adults in treatment for Alcohol in Shropshire



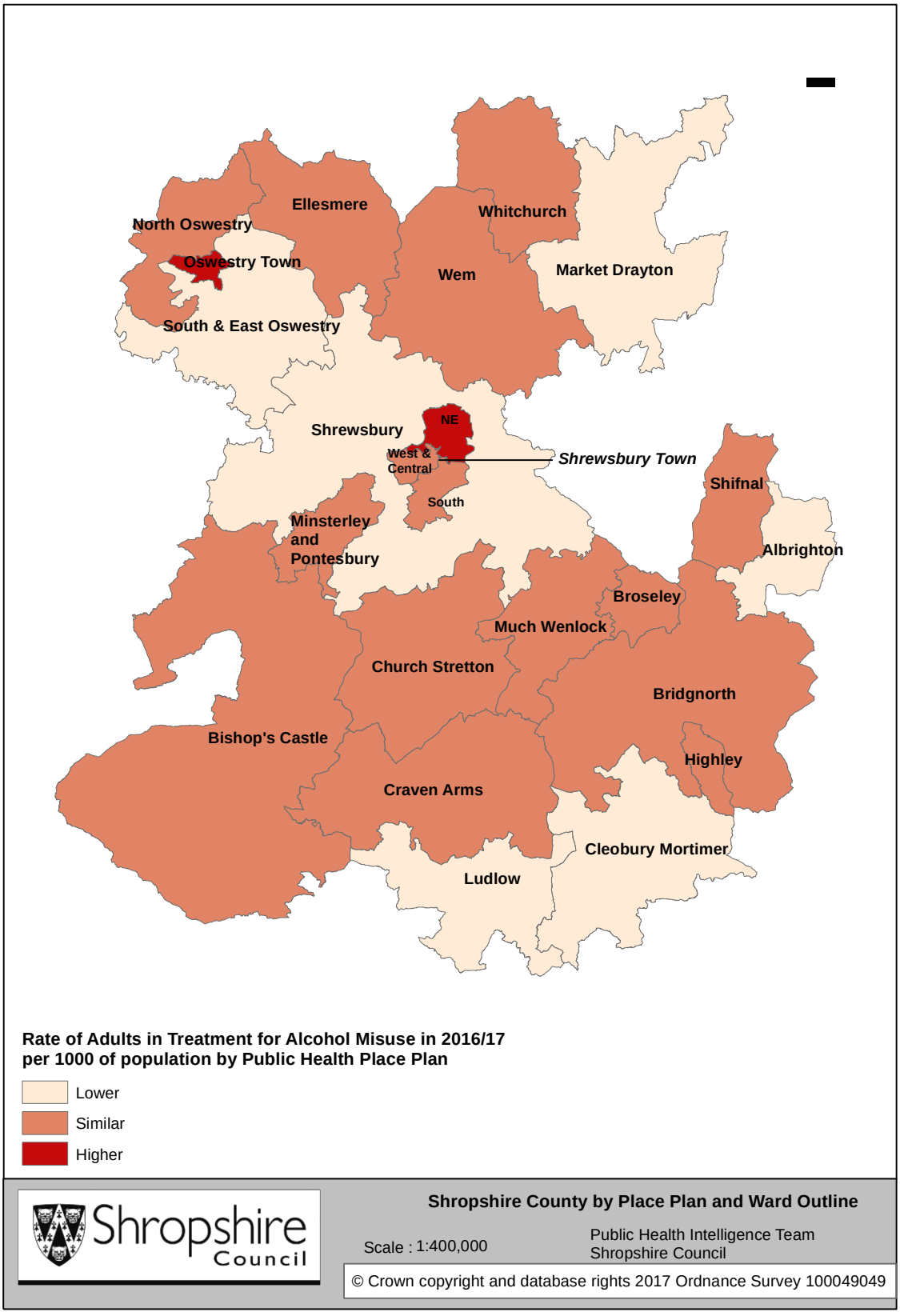
2016/2017

- 11% of Service Users entering treatment in 2016-2017 received care for mental health Services for reasons other than substance misuse.
- 80% of people waited less than three weeks to start treatment, whilst 3% (11 Service Users) waited over six weeks.
- 77% of people self-referred into treatment, a further 6% came through the criminal justice system and 5% referred through A&E.
- 28 days prior to seeking treatment, 15% of males and 5% of females had consumed more than a 1000 units, the national average is 12% males and 6% of females.
- 1% of alcohol clients cited an urgent housing need (NFA) and 5% a housing problem.
- Figure 3. illustrates the geographic distribution of adults in treatment for alcohol (where they cited alcohol as their main drug of choice) as a rate per 1000 of the population. There were 1.82 adults in treatment for alcohol misuse per 1000 of the population in Shropshire. The areas shown in light red/pink had rates that were significantly lower that the Shropshire average rate, those in dark red had rates that were significantly higher than the Shropshire average rate. Those coloured in a medium red were considered to have rates that were statistically similar to the Shropshire average rate. The areas which had a rate significantly higher that the Shropshire average included:

    - **Oswestry Town** (there were 2.76 per 1000 of population in treatment for alcohol in Oswestry Town)
    - **North East Shrewsbury** (there were 2.87 per 1000 of population in treatment for alcohol in North East Shrewsbury).

- In 2016/17 there were 347 new presentations into treatment for alcohol, 95% (n=331) were recorded as White British and 96% (n=332) declared the United Kingdom as their country of origin.
- With regards to disability, 22% of new presentations (n=75) reported having at least one disability with 7% (n=26) reporting disabilities concerning progressive conditions and physical health, 7% (n=25) reporting behavioural and emotional disabilities and 5% (n=16) reporting mobility and gross motor disability
- 32% of people in treatment left successfully, compared to 40% nationally.
- Proportion of successfully completions and non-representations as measured by the Public Health Outcomes Framework (PHOF) was 36%, this is lower than the national average of 39%.

*Figure 3 the rate of adults in treatment for Alcohol in 2016/17 per 1000 of population by public health place plan**

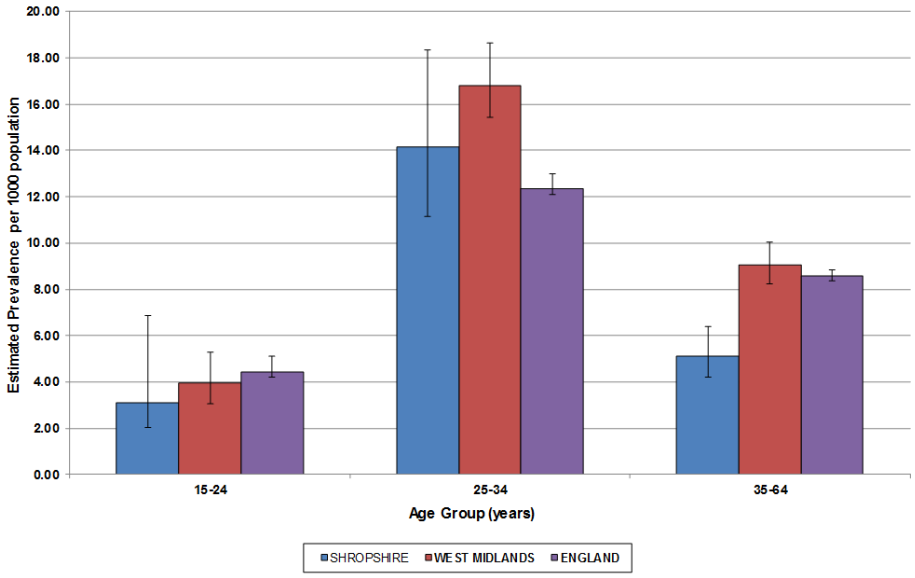


DRUGS

Prevalence and unmet need

- In 2014-2015, there were an estimated 1,202 individuals using opiates and/or crack cocaine, aged between 15 and 64 years old. This is a rate of 6.30 per 1000 of the population. This is significantly less than the prevalence estimate for England 8.57 per 1000.
- Around 39% (435) of opiate users in Shropshire are not receiving treatment for their opiate use.
- Figure 4 illustrates the estimated prevalence of opiate and crack cocaine users by age group in Shropshire 2014/2015. The age group with the highest estimated prevalence in Shropshire is the 25-34 year age group, with an estimated prevalence rate of 11.14 per 1000. This is lower than the prevalence rate in this age group in the West Midlands but higher than the rate for England.

Figure 4: Prevalence of Opiate and Crack Cocaine users



Source: Glasgow Prevalence Estimates 2014-15, Centre for Public Health, Liverpool John Moores University, Glasgow Prevalence Estimation Ltd, and the National Drug Evidence Centre, University of Manchester.

Treatment Population

In 2016/17 in Shropshire there were 873 individuals in treatment for Drugs. Three quarters of those in treatment were male (76%) and a quarter were female (24%) (Table 1).

Table 1 Number and gender breakdown of adults in treatment for drugs in 2016/17

Number in treatment	Local	Proportion by gender		National	Proportion by gender	
	n	M	F	n	M	F
Number of adults in drug treatment in 2016-17	873	76%	24%	199,339	73%	27%

Source: Adults – Drugs Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

The age profile for those in treatment for drugs is shown in Table 2 below. The largest proportion of clients (37%, n=325) were aged 30-39 years. The age profile for both males and females attending treatment in Shropshire was largely similar.

Table 2 Age and gender profile of adults in treatment for drugs in 2016/17

Age of all adults in drug treatment in 2016-17

	Local	Proportion of all clients	Proportion by gender		National	Proportion of all clients	Proportion by gender	
	n		M	F	n		M	F
18-29	206	24%	22%	27%	36,978	19%	17%	22%
30-39	325	37%	38%	35%	74,720	37%	37%	39%
40-49	246	28%	28%	30%	61,835	31%	32%	27%
50-59	89	10%	11%	8%	21,766	11%	11%	10%
60-69	7	1%	1%	0%	3,631	2%	2%	2%
70-79	0	0%	0%	0%	346	0%	0%	0%
80+	0	0%	0%	0%	63	0%	0%	0%

Source: Adults – Drugs Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

Figure 5 shows the geographic distribution of adults in treatment for drugs as a rate per 1000 of the population in Shropshire. There were 2.42 adults in treatment for drug misuse per 1000 of the population in Shropshire. The areas shown in light blue had rates that were significantly lower that the Shropshire average rate, those in dark blue had rates that were significantly higher than the Shropshire average rate. Those coloured in a medium blue were considered to have rates that were statistically similar to the Shropshire average rate. The areas which had a rate significantly higher that the Shropshire average included:

- **Ellesmere** (there were 4.0 per 1000 of population in treatment for drugs in Ellesmere)
- **Oswestry Town** (there were 4.31 per 1000 of population in treatment for drugs in Oswestry Town)

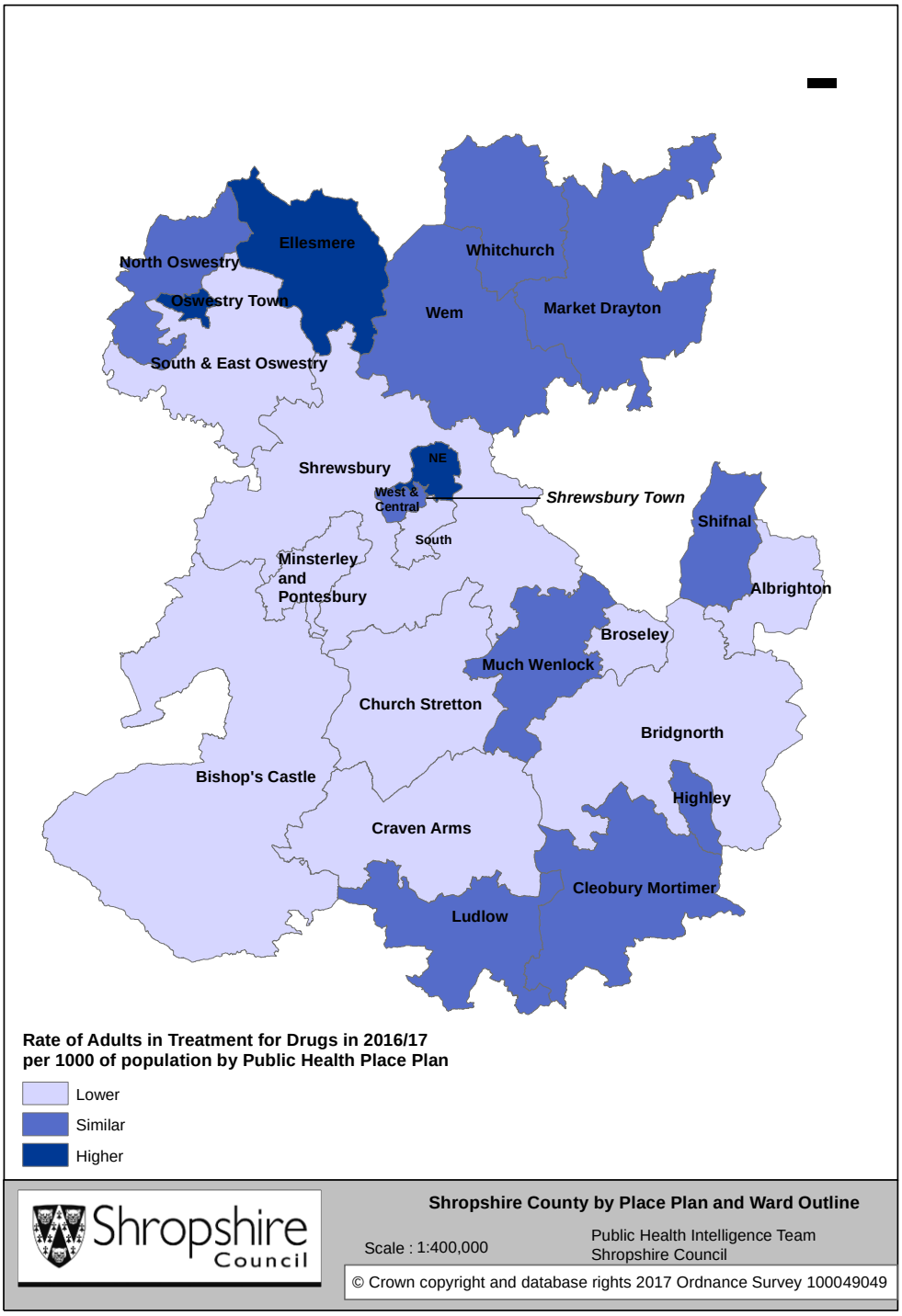
  North East Shrewsbury (there were 3.56 per 1000 of population in treatment for drugs in North East Shrewsbury
- 98% of drug treatment presentations class their ethnicity as White British.
- 60% of referrals for drug misuse are self-referral and 27% are through the criminal justice system.
- 86% of previous or current injectors in treatment who are eligible for a Hepatitis C test received one.
- 17% of adults who entered treatment received care from mental health Services, for reasons other than substance misuse.
- 6% of adults in treatment cited illicit use of over the counter and prescribed only medicine.
- 10% of drug users in treatment had an urgent housing need, whilst 12% reported a housing problem.
- 43% of opiate clients were in treatment for under two years which amount to slightly less than a half. A third of opiate clients were in treatment for six years or more (33%), this is compared with 27% nationally. For non-opiate clients, only 3% were in treatment for two years or more and **for non-opiate and alcohol clients 15% were in treatment for two years or more, this is noticeably higher than the 4% nationally**.

Successful Completions

- 6.8% of all opiate users in treatment successfully completed, this is compared with 7.1% nationally. Slightly more than a quarter of those in treatment for non-opiates (26.7%) and a quarter in treatment for non-opiates and alcohol (25.2%) successfully completed treatment. Nationally 40.9% of those in treatment for non-opiates and 35.5% of those in treatment for non-opiates and alcohol successfully completed treatment.

- The proportion of Service Users who successfully completed treatment and did not represent as measured for the Public Health Outcomes Framework is 6% of opiate uses and 31.8% of non-opiate users, nationally the rate is 6.7% for opiates and 37.1% for non-opiates.

Figure 5 The rate of adults in treatment for drugs in 2016/17 per 1000 of population by public health place plan



Source: Shropshire Recovery Partnership activity data 2016/17 and Mid-Year Population Estimates, ONS, 2016.

YOUNG PEOPLE

- 53 young people under the age of 18 years of age entered specialist treatment Services in 2016-2017, 28 young adults aged 18 – 24 years of age received Services from the young person's specialist service.
- 34% of referrals for young people's service came from education, 30% were self-referrals, 15% from children and family Services, 11% from youth justice and 4% from health and mental health.
- Young people entering specialist drug Services usually have a number of vulnerabilities beyond their substance use. In 2016-2017, 31% of young people in service were 'looked after', 20% were affected by domestic abuse, 5% disclosed sexual exploitation, 18% were self-harming, 24% were offending, 14% subject to a child protection order and 24% of young people were affected by someone else's substance misuse.

INPATIENT ASSISTED WITHDRAWAL FOR DRUG AND ALCOHOL IN SHROPSHIRE

In 2016/17 Hafan Wen detoxification centre in Wrexham provided the inpatient assisted withdrawal for both drug and alcohol clients from Shropshire. A summary of the data for those attending Hafan Wen in 2016/17 is described below:

Between 1st April 2016 and 31st March 2017 there were 126 admissions and discharges for inpatient detoxification at Hafan Wen. Of these 93.7% were planned discharges (n=118). Table 3. shows the breakdown of discharges by substance type. Of the total planned discharges 83.9% of these were for Alcohol, 7.6% were for Drugs and 8.5% were for drugs and alcohol. For drugs and alcohol, 100% of those discharged had planned discharges (10/10), for alcohol 97.1 percent of discharges were planned (99/102) and for drugs 64.3% of discharges were planned (9/14).

The average length of stay for the time period was 12.44 days and 1265 bed days were used in 2016/17.

Table 3 Number and percentage of planned discharges from inpatient assisted withdrawal treatment in Shropshire in 2016/17 by substance type

April 2016 – March 2017	Alcohol		Drugs		Alcohol and Drugs		Total
Description	**N**	**(row %)**	**N**	**(row %)**	**N**	**(row %)**	
	99	83.9%	9	7.6%	10	8.5%	118
Total Discharges	102		14		10		126
Percentage of Total Discharges (column %)	97.1%		64.3%		100%		-

Source: Hafan Wen commissioners report – Shropshire 2016-17

In 2017/18 Birchwood Residential Treatment Centre in Birkenhead was commissioned to provide inpatient assisted withdrawal for both drug and alcohol clients from Shropshire. A summary of the data for those attending Birchwood in 201718 is described below:

Between 1st April 2017 and 31st March 2018 there were 107 admissions and discharges for inpatient treatment at Birchwood. Of these 96.3% were planned discharges (n=103). Table 4. shows the breakdown of discharges by substance type. Of the total planned discharges 92.2% of these were for Alcohol, and 7.8% were for drugs or drugs and alcohol. For alcohol 97% of discharges were planned (95/98) and for drugs or drugs and alcohol 88.8% of discharges were planned (8/9). In 2017/18, 1,095 bed days were used.

Table 4 Number and percentage of planned discharges from residential treatment in Shropshire in 2017/18 by substance type.

April 2016 – March 2017	Alcohol		Drugs or Alcohol and Drugs*		Total
Description	**N**	**(row %)**	**N**	**(row %)**	
Planned Discharges	95	92.2%	8	7.8%	103
Total Discharges	98		9		107
Percentage of Total Discharges (column %)	97%		88.8%		96.3%

Source Birchwood Assisted Withdrawal Report Q4 – Shropshire 2017-18

DRUG AND ALCOHOL RELATED HARMS

PHOF 2.15(iv) Deaths from drug misuse.

Drug misuse is a significant cause of premature mortality in the UK and globally has been ranked the third cause of death in the 15 – 49 age group (Global Burden of Disease, 2013). Over half of all deaths in England and Wales involve opiates and since 2012 heroin and cocaine deaths have doubled with the highest ever recorded at 2,383 in 2016, this represents a 3.6% increase on the year before. Most drug deaths occur in men (7 in 10 deaths in 2016) but the number of women dying is also increasing. The highest rate of deaths occur in 40-49 year olds, whilst drug misuse accounts for 1 in every 8 deaths of 20 -39 years old.

A drug misuse death is defined as a death where

a) The underlying cause is dependence or drug abuse
b) The underlying cause is drug poisoning and where any of the substances controlled under the Misuse of Drugs Act 1971 are involved.

Factors that have been attributed to the rise in drug misuse deaths include increase in the availability of heroin and its purity levels; ageing heroin users who have poor health and more susceptible to overdose because of long-term smoking and other risk factors.

Shropshire has had a similar rate of drug related deaths to other areas (Figure 6) with an increasing trend in the number of deaths since 2008-2010 (Figure 7 and Figure 8).

Figure 6 Shropshire drug related deaths

Figure 7 Trend in drug related deaths in Shropshire

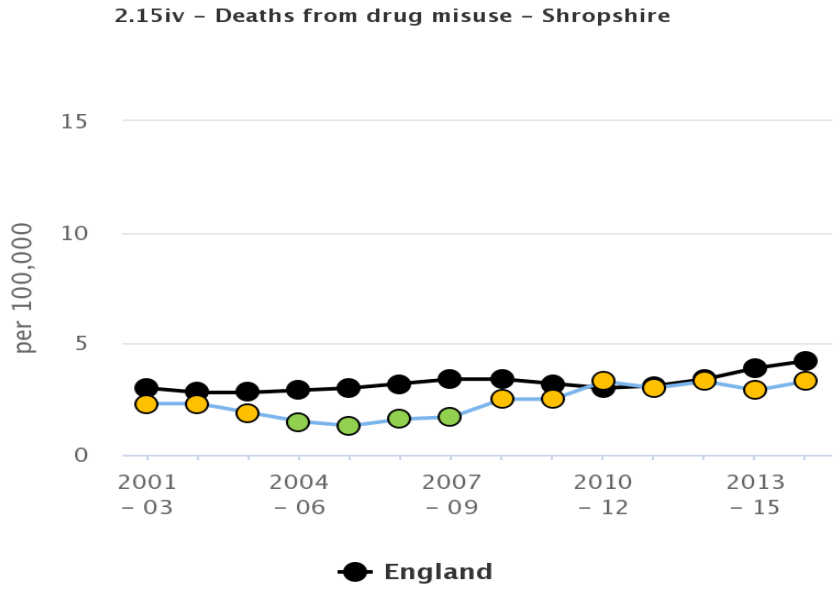


Figure 8 Trend in drug related deaths in Shropshire

Recent trend: –

Period		Count	Value	Lower CI	Upper CI	West Midlands	England
2001 - 03		18	2.3	1.4	3.7	2.5	3.0
2002 - 04		18	2.3	1.4	3.7	2.5	2.8
2003 - 05		15	1.9	1.1	3.1	2.6	2.8
2004 - 06		12	1.5	0.8	2.6	2.6	2.9
2005 - 07		11	1.3	0.7	2.4	2.8	3.0
2006 - 08		13	1.6	0.8	2.7	2.9	3.2
2007 - 09		14	1.7	0.9	2.8	2.9	3.4
2008 - 10		20	2.5	1.5	3.9	2.9	3.4
2009 - 11		21	2.5	1.5	3.8	2.7	3.2
2010 - 12		28	3.3	2.2	4.7	2.7	3.0
2011 - 13		27	3.0	2.0	4.4	2.8	3.1
2012 - 14		29	3.3	2.2	4.8	3.5	3.4
2013 - 15		25	2.9	1.8	4.3	4.0	3.9
2014 - 16		28	3.3	2.2	4.8	4.3	4.2

Source: Office for National Statistics (ONS)

BLOOD BORNE VIRUSES

All clients in treatment who have no record of completing a course of HBV vaccinations as a proportion of eligible clients in treatment at the end of the reporting period 1/04/2017 to the 31/03 2018 (Table 5)

Table 5 Clients who have no record of completing a course of HBV vaccinations of all clients in treatment at the end of the reporting period who were eligible to be offered a course of vaccinations.

	Latest Period		National
	%	n	
All clients in treatment	89.8%	405/451	73.2%
New Presentations in treatment	100%	208/208	92.6%

Source DOMES Qtr. 4 2017/2018, NDTMS

Clients with no record of a HCV test as a proportion of all clients in treatment at the end of this reporting period who were eligible to receive one (Table 6).

Table 6 No record of a HCV test

	Latest Period		National
	%	n	
All clients in treatment	15.4%	55/358	17.5%
New Presentations in treatment	30.2%	26/86	28.1%

Source DOMES Qtr. 4 2017/2018, NDTMS

ALCOHOL HOSPITAL ADMISSIONS

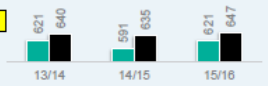
There are around 1 million alcohol-related admissions to hospital each year. Nearly half of all admissions are accounted for by cardiovascular conditions, other health harms include liver disease, cancers (attributable to alcohol) and injury to name a few.

Hospital Admissions due to Alcohol Misuse

Table 7 Alcohol Admissions.

1 Lowest amount of harm | 2 Lower harm levels | 3 Higher harm levels | 4 Highest amount of harm

	Local DSR per 100,000	LCI	UCI	Nearest Neighbour Group	National DSR per 100,000	LCI	UCI	National
Narrow 2015/16	621	594	648	3	647	644	649	2



** Crude rate per 100,000

Figure 9: Hospital Admissions for alcohol related conditions.

Figure 10. Admission Episodes over 65's.

Figure 11 Admission Episode over 65's -female

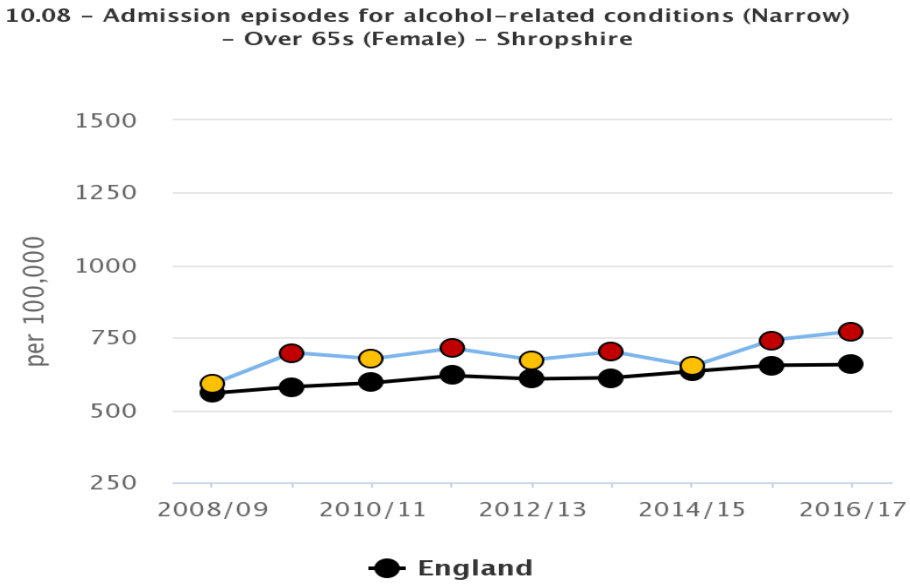


Table 8 Hospital Admissions due to drug misuse

Hospital Admissions due to Drug Misuse

1 Lower 2 Similar 3 Higher

Drug-specific hospital admissions	Local rate	LCI	UCI	Comparison to deprivation decile	National rate	LCI	UCI	Comparison to national rate			
Hospital admissions for drug poisoning (primary or secondary diagnosis) 2016-17 All persons, crude rate per 100,000*	41.5	34.9	49.3	2	52.3	51.7	52.9	1	14-15	15-16	16-17

* Source: Hospital Episode Statistics data and ONS population data, analysed by PHE

DRUG AND ALCOHOL MISUSE RELATED RISK FACTORS, AND COMMUNITY HARMS INCLUDING CRIME, DISORDER AND CRIMINAL JUSTICE

FAMILY STATUS:

The parental status of those who attended community-based structured treatment for drug misuse in Shropshire in 2016/17 is summarised in figure 5.1. Fifteen percent (n=46) were living with children either their own or other children a further 35% (n=105) of those in treatment are parents who are not living with children and 50% (n=152) were not a parent or had no child contact. A total of 102 children living with alcohol clients who entered treatment in 2016/17.

Table 9 Number and proportion in treatment for drug misuse by parental status.

Parental status	Local	Proportion of new presentations	Proportion by gender		National	Proportion of new presentations	Proportion by gender	
	n		M	F	n		M	F
Living with children (own or other)	46	15%	13%	24%	15,875	20%	17%	29%
Parents not living with children	105	35%	37%	25%	24,705	31%	31%	32%
Not a parent/no child contact	152	50%	50%	51%	37,535	48%	51%	38%
Incomplete data	0	0%	0%	0%	518	1%	1%	1%
Living with children	**Local**		**Proportion of children by client gender**		**National**		**Proportion of children by client gender**	
	n		M	F	n		M	F
Number of children living with drug users entering treatment in 2016-17	102		72%	28%	33,312		66%	34%

Source: Adults – Drugs Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

The parental status of those who attended community-based structured treatment for alcohol misuse in Shropshire in 2016/17 is summarised in Table 10. Slightly more than one fifth of those in treatment for alcohol misuse were living with children either their own or other children (22%, n=77), a further 22% (n=75) of those in treatment are parents who are not living with children and 55% (n=192) were not a parent or had no child contact. Table 11 shows that there were 132 children living with alcohol clients who entered treatment in 2016/17.

Table 10 Number and proportion in treatment alcohol misuse by parental status.

Parental status	Local	Proportion of new presentations	Proportion by gender		National	Proportion of new presentations	Proportion by gender	
	n		M	F	n		M	F
Living with children (own or other)	77	22%	18%	28%	13,393	25%	21%	33%
Parents not living with children	75	22%	24%	19%	12,402	24%	26%	20%
Not a parent/no child contact	192	55%	58%	52%	26,374	50%	53%	46%
			1%	1%	414	1%	1%	1%

Source: Adults – Alcohol Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

Table 11 Number of children with alcohol clients entering treatment in 2016/17

Living with children	Local	Proportion of children by client gender		National	Proportion of children by client gender	
	n	M	F	n	M	F
Number of children living with alcohol clients entering treatment in 2016-17	132	48%	52%	26,924	52%	48%

Source: Adults – Alcohol Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

Table 12 Children in Need.

Children in Need

In 2016/17, there were 341 alcohol and 322 drug misuse episodes identified as a risk factor in children in need assessments, out of a total of 1041 records in Shropshire. Regional and national proportions are provided below for comparison.

Table 3: Children in need data

	Risk factors identified in CIN assessments	
	Alcohol	Drugs
Shropshire	32.8%	30.9%
Regional average	19.6%	21.2%
National average	18.0%	19.7%

ACCOMMODATION NEED

Table 13 shows the number and proportion of adults starting treatment for drug misuse who reported their accommodation needs. The majority, 76% of those starting treatment had no housing problem (n=229). However, 12% (n=37) reported having a housing problem and 10% (n=30) reporting having an urgent housing problem (reporting a no fixed abode). There were six adult clients who reported upon successfully completing treatment reported no longer having a housing need.

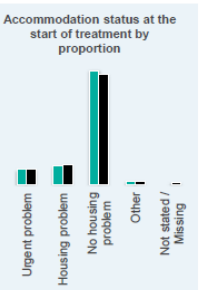
Table 13 Number and proportion in treatment for Drug misuse by accommodation need

Accommodation status at the start of treatment

	Local n	Local Proportion of new presentations	Local Proportion by gender M	Local Proportion by gender F	National n	National Proportion of new presentations
Urgent problem (NFA)	30	10%	10%	8%	7,858	10%
Housing problem	37	12%	12%	14%	10,427	13%
No housing problem	229	76%	77%	71%	57,472	73%
Other	7	2%	1%	7%	1,751	2%
Not stated/Missing	0	0%	0%	0%	1,125	1%

	Local n	Local Rate per 1,000 households	National n	National Rate per 1,000 households
Overall number of decisions taken by the local authority on homelessness applications*	880	6.5	115,530	5.0

* Source - https://www.gov.uk/government/statistical-data-sets/live-tables-on-homelessness



No longer reporting a housing need at planned exit

	Local n	Local Proportion of new presentations	Local Proportion by gender M	Local Proportion by gender F	National n	National Proportion of new presentations
Adults successfully completing treatment no longer reporting a housing need	6	75%	100%	50%	2,572	84%

Please note that outcome data is displayed here regardless of local area TOP compliance

Source: Adults – Drugs Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

Table 14 shows the number and proportion of adults starting treatment for alcohol misuse who reported their accommodation needs. The majority, 90% of those starting treatment had no housing problem (n=314). However, 5% (n=16) reported having a housing problem and 1% (n=5) reporting having an urgent housing problem (reporting a no fixed abode).

Homelessness

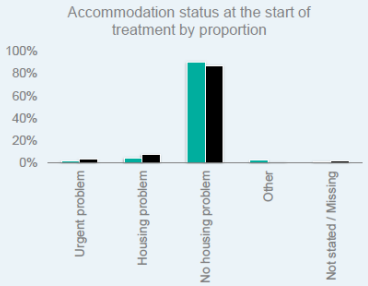
In 2016/17 The Authority took 880 decisions on homelessness applications. This amounts to 6.5 per 1,000 households and this is compared to a rate of 5.0 per 1,000 nationally (Table 14).

Table 14 Number and proportion in treatment for Alcohol misuse by accommodation need

Accommodation status at the start of treatment

	Local n	Proportion of new presentations	National n	Proportion of new presentations
Urgent problem (NFA)	5	1%	1,584	3%
Housing Problem	16	5%	4,086	8%
No housing problem	314	90%	45,941	87%
Other	8	2%	232	0%
		1%	740	1%

Overall number of decisions taken by the local authority on homelessness applications*	Local n	Rate per 1,000 households	National n	Rate per 1,000 households
	880	6.5	115,530	5.0



Source: Adults – Alcohol Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

EMPLOYMENT STATUS

Table 15 shows the number and proportion of adults at the start of their treatment for drug misuse by their self-reported employment status. Over a quarter (26%, n=79) were in regular employment, and more than a third (35%, n=107) reported as being unemployed or economically inactive and a further third reported being long term sick or disabled (34%, n=103). These proportions follow a similar trend to those seen nationally.

Table 15 Number and proportion of adults at the start of treatment for drug misuse by their reported employment status in 2016/17 in Shropshire and England.

Employment Status	Shropshire	England
	Number and Proportion of new Presentations	Proportion of new Presentations
Regular Employment	**79 (26%)**	**21%**
Unemployed / Economically inactive	**107 (35%)**	**40%**
Long term sick or disabled	**103 (34%)**	**28%**
Unpaid Voluntary work / In Education	**<5 (1%)**	**1%**
Other	**7 (2%)**	**3%**
Not stated / missing	**<5 (1%)**	**6%**

Source: Adults – Drugs Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

Table 16 shows the number and proportion of adults at the start of their treatment for alcohol misuse by their self-reported employment status. Over a third (36%, n=125) were in regular employment, and further third (34%, n=118) reported as being unemployed or economically inactive and a quarter reported being long term sick or disabled (n=87). These proportions are very similar to those seen nationally.

Table 16 Number and proportion of adults at the start of treatment for alcohol misuse by their reported employment status in 2016/17 in Shropshire and England.

Employment Status	Shropshire	England
	Number and Proportion of new Presentations	Proportion of new Presentations
Regular Employment	**125 (36%)**	**30%**

Unemployed / Economically inactive	**118 (34%)**	**34%**
Long term sick or disabled	**87 (25%)**	**25%**
Unpaid Voluntary work / In Education	**5 (2%)**	**1%**
Other	**6 (2%)**	**3%**
Not stated / missing	**6 (2%)**	**7%**

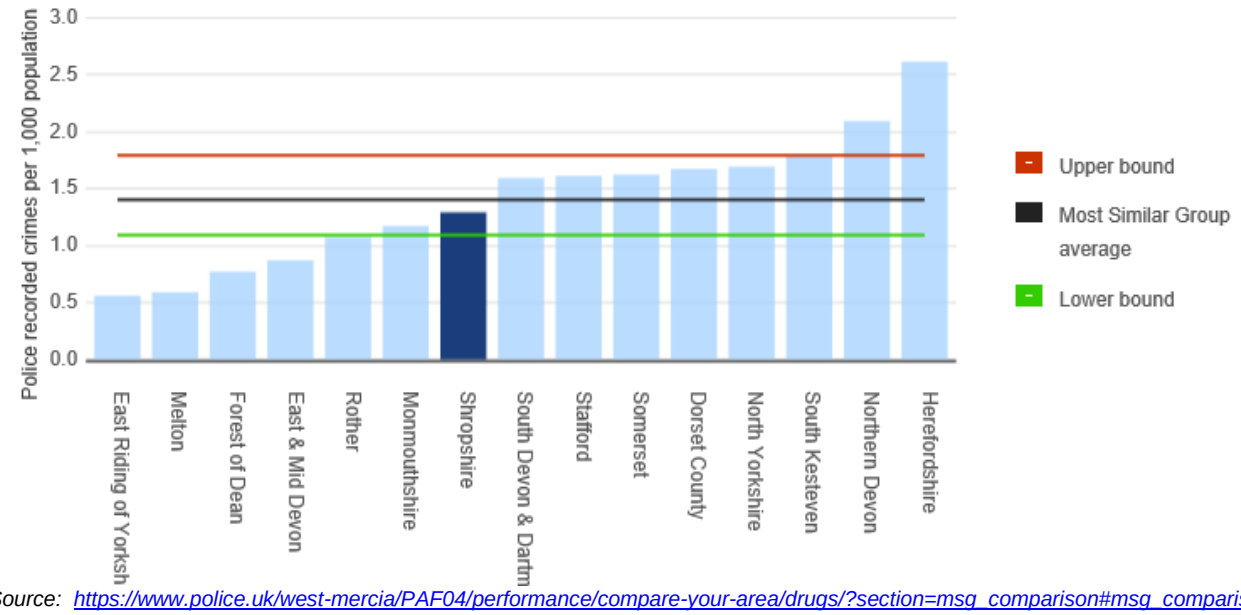
Source: Adults – Alcohol Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

DRUGS RELATED CRIME

For the year ending December 2017 the rate for drug offences in Shropshire was 1.29 per 1000 of the population. This is similar to the average rate of drug offences in areas which are considered similar to Shropshire (Figure 12).

For comparison with other local areas within the West Mercia Police Force area, Shropshire had the lowest rates of drug offences per 1000 population and was below the West Mercia Force average drug rate of 1.83 per 1000 population.

Figure 12 Rate of drug offences per 1000 population in Shropshire and other similar areas for the year ending December 2017.



Source: https://www.police.uk/west-mercia/PAF04/performance/compare-your-area/drugs/?section=msg_comparison#msg_comparison ***Accessed August 2018***

Criminal Justice Treatment

The Public Health Outcome Indicator 2.16 measures the ability of the local area to engage and continue drug treatment for ex-offenders on release in a bid to reduce crime (Table 17. The local Services in Shropshire have worked with police and other agencies to identify those due for release and assertively engage them in treatment

Table 17: PHOF 2.16 Adults with substance misuse treatment need who successfully engage in community based structured treatment following release from prison.

Latest Period		National
%	n	
39.2%	20/51	31.5%

Shropshire has a higher proportion of criminal justice clients in treatment than the national average (Table 18). As the graph below shows (Figure 12) there has been an increase in the number of people presenting through the criminal justice system for alcohol and non-opiates.

Table 18 the proportion of the treatment population in contact with the criminal justice system

	Latest Period		National
	%	n	
Opiates	25.8%	161/625	20.9%
Non-opiates	16.5%	19/115	13.3%
Alcohol	6.9%	36/521	6.4%
Alcohol and non-opiate	22.5%	31/138	11.6%

Source DOMES Qtr. 4 2017/2018, NDTMS

Figure 12: Proportion of clients in contact with the criminal justice system

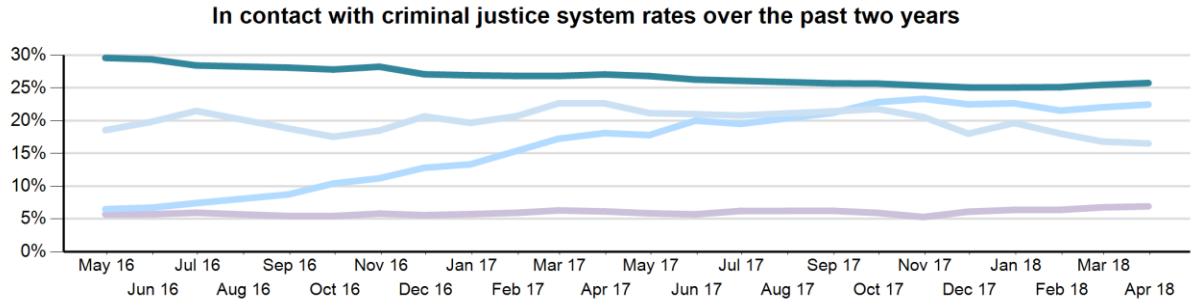


Table 19 illustrates successful completions as a proportion of criminal justice clients all in treatment for the period 1 April 2017 to the 31 March 2018.

Table 19: Criminal justice successful completions 2017 - 2018

	Latest Period		National
	%	n	
Opiates	4.3%	7/161	4.2%
Non-opiates	31.6%	6/19	35.7%
Alcohol	50%	18/36	40.8%
Alcohol and non-opiate	29%	9/31	33.9%

Source DOMES Qtr. 4 2017/2018, NDTMS

Proportion of successful clients who successfully completed treatment in the first 6 months of the latest 12 months period and represented within 6 months (Table 20).

Table 20: Criminal justice successful completions and representation rates

	Latest Period		National
	%	n	
Opiates	20%	1/5	19.2%
Non-opiates	0%	0/2	5.0%
Alcohol	8.3%	1/12	7.4%
Alcohol and non-opiate	0.0%	0/4	7.0%

Source DOMES Qtr. 4 2017/2018, NDTMS

Table 21 shows the referrals to/ from the criminal Justice system. Latest period is the 1 April 2017 to the 31 March 2018.

Table 21referrals to/from the criminal justice system.

	Latest Period		National
	%	n	
Picked up within 42 days / all referrals from community criminal justice	96.2%	25/26	57%
Picked up within 21 days /all journey exits of transferred in custody	12.5%	1/8	38.5%

PERFORMANCE

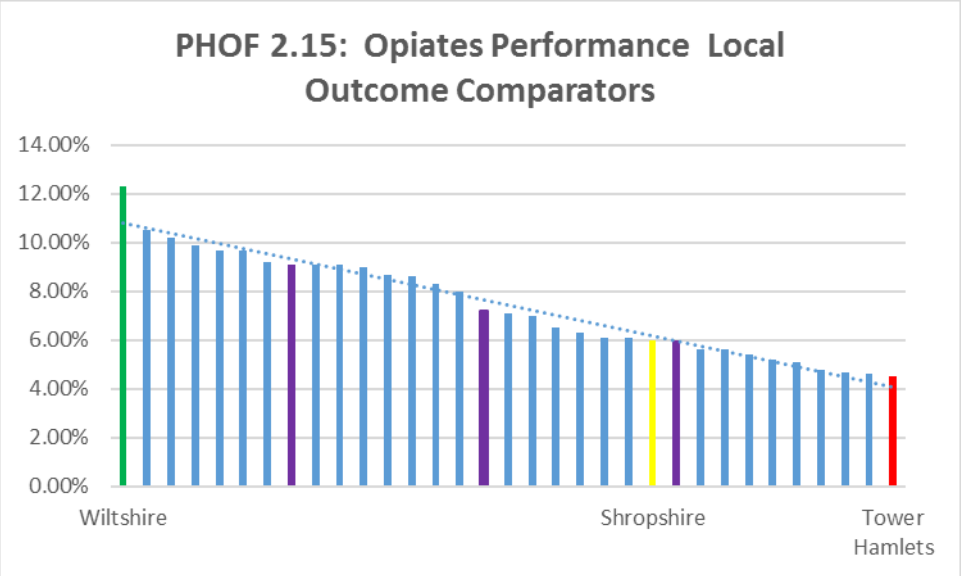
As described in the Specification the Provider will be expected to improve the outcomes for people who have a drug and /or alcohol use disorder and their families and significant others. This will be measured by the Authority using the National Drug Treatment Monitoring System (NDTMS) and local indicators as described within this document. It is the expectation of the Authority there will be an improvement in service delivery each year marked by attaining a higher quartile within the NDTMS system.

Public Health Outcomes Framework

PHOF 2.15 (i) Successful completion of drug treatment -opiates
PHOF 2.15 (ii) Successful completion of treatment –non-opiates
PHOF 2.15(iii) Successful completion of treatment – alcohol

Shropshire's current performance within each of the quartiles is illustrates in Figure. 13, 14, and 15 with the comparator areas shown in the text boxes below.

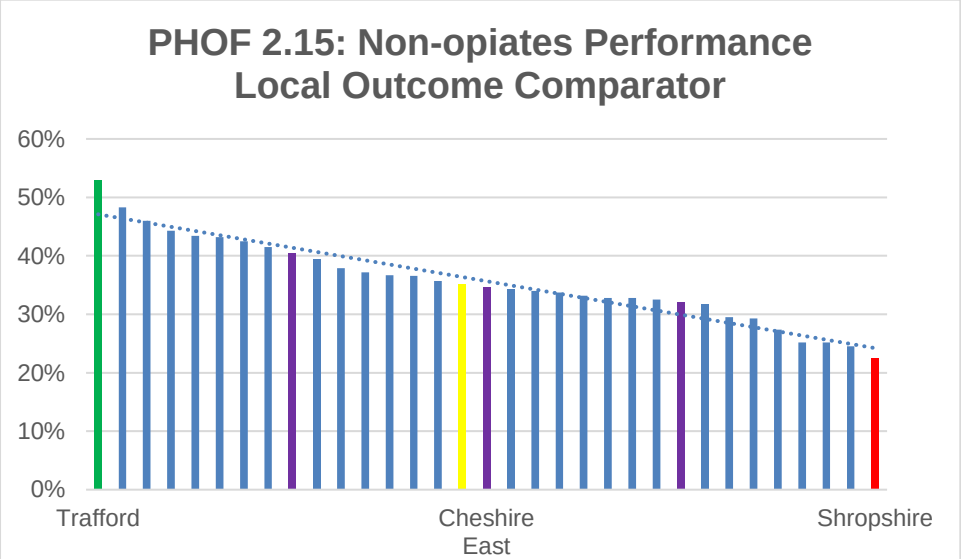
Figure 13: Local Outcome Comparators Performance Quartiles - Opiates



Opiate Comparator areas

Bromley Calderdale Cambridgeshire Cheshire West and Chester UA Coventry Devon East Sussex Haringey Hertfordshire Kensington and Chelsea Lewisham Newham North Yorkshire Northumberland Nottinghamshire Peterborough South Tyneside Southend-on-Sea St Helens Stockport Stockton Sutton Swindon Torbay Tower Hamlets Walsall Wandsworth Warrington Warwickshire

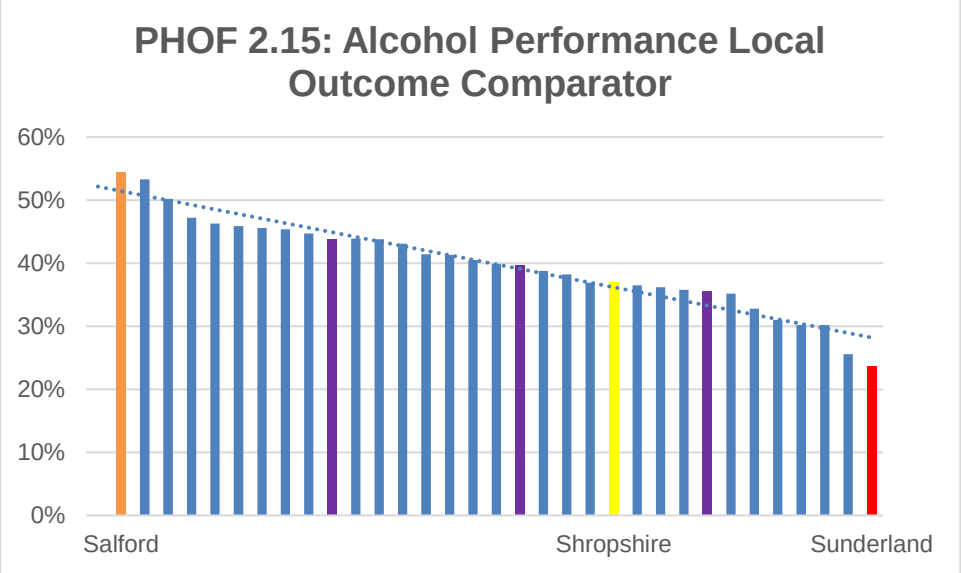
Figure 14: Local Outcome Comparators Performance Quartiles –Non-opiates



Non-opiate Comparators Areas

Barnsley	Bolton	Bournemouth	Camden	Cheshire East UA	Cheshire West and Chester UA	Coventry
Doncaster	East Sussex	Hackney	Herefordshire	Hertfordshire	Leeds	Leicester
Luton	North Yorkshire	Northamptonshire	Redcar and Cleveland	Sheffield	Solihull	South Tyneside
Southampton	Suffolk	Swindon	Torbay	Trafford	Warrington	Wigan
Wiltshire	Wirral	Wokingham	York			

Figure 15: Local Outcome Comparators Performance Quartiles - Alcohol



Alcohol Local Outcome Comparator Areas

Barnsley	Bath and North East Somerset	Bexley	Birmingham	Bradford	Cambridgeshire	Camden
Dudley	Enfield	Greenwich	Halton	Hammersmith and Fulham	Haringey	Herefordshire
Hertfordshire	Leeds	Liverpool	Norfolk	North East Lincolnshire	North Somerset	North Tyneside
Northumberland	Poole	Rotherham	Salford	Solihull	Somerset	St Helens
Stockton	Sunderland	Warrington	Wolverhampton			

Outcome	Performance Indicator	Data Source	Qtr 4 2017/2018 %	Qtr 4 2018/2019	1st Year End 2019/2020	2nd Year End 2020/2021	3rd Year End 2021/2022
Freedom of dependence from drugs and alcohol	Proportion of all in treatment, who successfully completed and did not represent within 6 months - opiates (PHOF 2.15 i/ii)	DOMES 1.1	6%		7% - 8% range or greater	8.1% – 10% range or greater	10.1 % + range or greater
	Proportionate of all in treatment, who successfully completed treatment and did not represent within 6 months - non opiate (PHOF 2.15 i/ii)	DOMES 1.1	22.5%		27% -36% range or greater	37%- 42% range or greater	43% - 56% range or greater
	Proportionate of all in treatment, who successfully completed treatment and did not represent within 6 months –alcohol (PHOF 2.15 i/ii/iii)	DOMES 1.1	36.5%		40% - 43% range or greater	44%-47% range or greater	47% - 52% range or greater
	% Successful completion as a proportion of all in treatment opiate	DOMES 1.2	4%		6% -7%	8%-10%	10% or greater
	% Successful completion as a proportion of all in treatment non-opiate	DOMES 1.2	30%		31% - 40% range or greater	41% -50% range or greater	51- 60% range or greater
	% Successful completions as a proportion of all in treatment alcohol	DOMES 1.2	35 %		40%- 45% range or greater	45% - 50% range or greater	50% - 55% range or greater
	% who successfully complete and represent within 6 months -opiate	DOMES 1.3	0%		10% -00%	10% -00%	10% -00%
	% who successfully complete and represent within 6 months – non-opiate	DOMES 1.3	0%		10% -00%	10% -00%	10% -00%
	% who successfully complete and represent within 6 months -alcohol	DOMES 1.3	10%		10%-00	10% -00%	10% -00%
	%Proportion reporting using opiates at treatment start who stopped at 6 month review.	TOP	25%		26% -45%	Within the predicted range or higher	Within the predicted range or higher

	No. of Service Users who had an assessment for assisted withdrawal (Denominator)	For Monitoring only Local					
	Number/Proportion of Service Users eligible for assisted withdrawal who started community detox	Local			30%	50%	70%
	No. of Service Users who successfully completed community detox	Local			90%	TBA	TBA
	No. of Service Users who completed an assisted withdrawal who received a minimum of three weeks recovery support	Local	N/A		50% (first six months) 75% (12 months)	85%	95%
	No. of residential rehab successful completions	Local	N/A		Baseline first year	TBA	TBA
	No. of residential rehabs that did not successfully complete	Local	N/A		Baseline first year	TBA	TBA
Prevention of drug related deaths and blood borne virus	PHOF 2.15 (iv) Deaths from Drug Misuse Proportion of clients accessing treatment who died - opiates	DOMES 2.11	0.6% 4/625		Monitoring only	Monitoring Only	Monitoring only
	No and proportion of all Service Users eligible for take home naloxone and training information	DOMES 2.9	24	Baseline 649 eligible in treatment 127 not in treatment eligible	25% of eligible 25% not in treatment	50% of eligible 25% not in treatment	75% of eligible 25% not in treatment
	No of Needle Syringe Bins provided	Monitoring only					
	No/% Return from needle exchange	Local	N/A		40%	65%	80%
	% of all clients with no record of completing a course of HBV vaccination as a proportion of all eligible clients in treatment at the end of the reporting period	DOMES 2.6	90% (405/451)		85%	80% or less	70% or less
	% of new presentations who were eligible to be offered a course of Hep B vaccinations and accepted	Partnership Activity 12.2	5.9%		10%	15% or more	20% or more

	% of eligible new presentations who started a course of Hep B vaccinations	Partnership Activity 12.3	19%		75%	80%	85%
	% of eligible new presentations who completed a course of Hep B vaccinations	Partnership Activity 12.3	0%		50%	70%	85%
	No of Clients with no record of a HCV test of all new presentations (lower better)	DOMES 2.7	30.2%		25%	Below National average	Below National average
	No of clients with positive HCV referred to treatment	DOMES Monitoring only	0%		Similar or above national average	Similar or above national average	Similar or above national average
	Increase the number of injecting drug users who have stopped injecting at six month review	TOP	60%		38% - 76% within expected range or greater%	Within expected range or greater	Within expected range or greater
A reduction in crime and re-offending	PHOF 2.16 Adults with substance misuse treatment need who successfully engage in community based treatment following release from prison treatment	DOMES 3.3	39.2%		40% -42% or greater	TBA	TBA
	% of successful completions as a proportion of criminal justice clients in treatment -opiates	DOMES 3.3	4.3% (7/161)		6%	National average or more	National average or more
	% of successful completions as a proportion of criminal justice clients in treatment -non-opiates	DOMES 3.3	31.6% (6/19)		36%	National average or more	National average or more
	% of successful completions as a proportion of criminal justice clients in treatment -alcohol	DOMES 3.3	50% (18/36)	0	50% or greater	53% or greater	55% or greater
	% Representation Rates successful completions (CJS) within 6 months (opiates)	DOMES 3.4	20% (1/5)	0	20 or less%	20% or less	20% or less
	No. of Drug Rehabilitation Requirements (DRRS) commenced	Monitoring only					
	No. of DRRs successfully completed	Monitoring only					
	No. of Alcohol Treatment (ATRs) requirements commenced	Monitoring Only					

	No. of ATRs successfully completed Proportion of Service Users identified through the criminal just system	Monitoring only					
Employment and Meaningful Activity	% of Service Users with employment/benefit status recorded at assessment	LOCAL				TBA	TBA
	% of Service Users with benefit status recorded who agree to disclosure with JCP.	LOCAL				TBA	TBA
	% of clients who enter formal job training/ volunteering and support through the work programme or other	LOCAL				TBA	TBA
Prevent and reduce homelessness and support access to suitable accommodation	No of people who identify NFA	TOP			Monitoring only	Monitoring only	Monitoring only
	No. of people receiving housing support	Partnership Activity			Monitoring only	Monitoring only	Monitoring only
Improvement in mental and physical health and wellbeing	Mental health treatment need identified	Partnership Activity Report 14.11			Monitoring only	Monitoring only	Monitoring only
	Mental Health treatment intervention provided	Partnership Activity report			Monitoring only	Monitoring only	Monitoring only
	Reduce the number of alcohol related hospital admissions through A&E	Local	N/A		Minimum 30 admissions avoided	TBA	TBA
	Increase the number of bed days saved following admission within the RSH due to alcohol related harm	Local	N/A	N/A	630 days Or more	TBA	TBA
Improved relationships with family members, partners and friends	No of Carers/ family members provided brief advice	Local			Baseline	TBA	TBA
	No/% of Carers/Family members provided brief advice who require additional support – up to five sessions	Local			Baseline	TBA	TBA
	No. / % of family members who complete additional support successfully	Local			Baseline	TBA	TBA

Capacity to be an effective parent	% of successful completions of Service Users who live with children as a proportion of all Service Users in treatment who live with children under the age of 18 years (opiates)	DOMES	3.5% (6/170)		7% or greater	10% or greater	12% or greater
	% of successful completions of Service Users who live with children as a proportion of all Service Users in treatment who live with children under the age of 18 years (alcohol)	DOMES	33% (48/145)		43% or greater	National average or more	National average or more
	Proportion of Service Users living with children successfully completing treatment in the first 6 months of the latest 12 month period and representing within 6 months -opiates	DOMES	0%		10% or less	10% or less	10% or less
	Proportion of Service Users living with children successfully completing treatment in the first 6 months of the latest 12 month period and representing within 6 months -alcohol	DOMES	14.8% (4/27)		10% or less	10% or less	10% or less
Young people	Waiting times 3 weeks and under	YP Specialist Report	96%		98%	99%	99%
	Planned exits	YP Specialist Report	89%		90%	90%	90%
Service Quality	% of clients waiting three weeks or under to start a treatment intervention all substances	Report Viewer	95%		95%	95%	95%
	% of successful completions all treatment exits	Report Viewer	**2016/2017** 49%		55%	60% Or more	65% Or more
	% of alcohol only clients in treatment	Report Viewer	36%		40%	45%	48%
	% of clients completed or retained in treatment for 12 weeks or more -opiates	DOMES 2.1	97%		97%	97%	97%
	% of clients completed or retained in treatment for 12 weeks or more –non-opiates	DOMES 2.1	85%		85%	90%	90%
	% of clients completed or retained in treatment for 12 weeks or more -alcohol	DOMES 2.1	93%		95%	95%	95%

NICE QUALITY STANDARDS **Appendix C**

NICE Quality Standard 11 Alcohol

S1. Health and social care staff receive alcohol awareness training that promotes respectful, non-judgmental care of people who misuse alcohol.

S2. Health and social care staff opportunistically carry out screening and brief interventions for hazardous and harmful drinking as an integral part of practice.

S3. People who may benefit from specialist assessment or treatment for alcohol misuse are offered referral to specialist alcohol Services and are able to access specialist alcohol treatment.

S4. People accessing specialist alcohol Services receive assessments and interventions delivered by appropriately trained and competent specialist staff.

S5. Adults accessing specialist alcohol Services for alcohol misuse receive a comprehensive assessment that includes the use of validated measures.

S6. Children and young people accessing specialist Services for alcohol use receive a comprehensive assessment that includes the use of validated measures.

S7. Families and Carers of people who misuse alcohol have their own needs identified, including those associated with risk of harm, and are offered information and support.

S8. People needing medically assisted alcohol withdrawal are offered treatment within the setting most appropriate to their age, the severity of alcohol dependence, their social support and the presence of any physical or psychiatric comorbidity.

S9. People needing medically assisted alcohol withdrawal receive medication using drug regimens appropriate to the setting in which the withdrawal is managed in accordance with NICE guidance.

S10. People with suspected, or at high risk of developing, Wernicke's encephalopathy are offered thiamine in accordance with NICE guidance.

S11. Adults who misuse alcohol are offered evidence-based psychological interventions, and those with alcohol dependence that is moderate or severe can in addition access relapse prevention medication in accordance with NICE guidance.

S12. Children and young people accessing specialist Services for alcohol use are offered individual cognitive behavioural therapy, or if they have significant comorbidities or limited social support, a multicomponent programme of care including family or systems therapy.

S13. People receiving specialist treatment for alcohol misuse have regular treatment outcome reviews, which are used to plan subsequent care.

NICE Quality Standard 23 (Drugs)

S1. People who inject drugs have access to needle and syringe programmes in accordance with NICE guidance.

S2. People in drug treatment are offered a comprehensive assessment.

S3. Families and Carers of people with drug use disorders are offered an assessment of their needs.

S4. People accessing drug treatment Services are offered testing and referral for treatment for hepatitis B, hepatitis C and HIV and vaccination for hepatitis B.

S5. People in drug treatment are given information and advice about the following treatment options: harm-reduction, maintenance, detoxification and abstinence.

S6. People in drug treatment are offered appropriate psychosocial interventions by their keyworker.

S7. People in drug treatment are offered support to access Services that promote recovery and reintegration including housing, education, employment, personal finance, healthcare and mutual aid.

S8. People in drug treatment are offered appropriate formal psychosocial interventions and/or psychological treatments.

S9. People who have achieved abstinence are offered continued treatment or support for at least 6 months.

S10. People in drug treatment are given information and advice on the NICE eligibility criteria for residential rehabilitative treatment.

QUALITY STANDARDS AND REPORTS **Appendix D**

The Provider must provide the Services to the Authority in accordance with the terms of this Specification and quality standards promoted by NICE (Appendix C). In addition to this we will be requesting a number of reports on specific aspects of the service as detailed below:

QUALITY STANDARDS AND REPORT TABLE

Report	Frequency	Detail
Safeguarding report	Quarterly	• Number of adults in service whose children/significant other has a safeguarding plan (CIN or CPP). • Number of referrals made to children's Services (Early help or safeguarding) and proportion accepted. • Number of case conferences invited and attended • Number of written reports for conferences provided.
Workforce information	Quarterly	• Staff employed (job title, hours worked [i.e. full time, part time], and salary grade). • Mentors and volunteers (numbers, hours worked and roles undertaken) • Sickness, absence and vacancy rates
Audits	Annually	Programme of annual audits in line with quality and safety issues, which will be discussed and agreed with the Authority.
Drug Related Death	Annually	Annual report of the number of drug related deaths including any learning and practice change
	Quarterly	• Death of service user reported using drug related death protocol. • Serious incident/near miss
Complaints	Quarterly	Number of complaints received and outcome.
Quality and Clinical Assurances	Annually	A full report on how the Provider is complying with all quality assurance and clinical governance expectations, including compliance with Care Quality Commission registration
Exception reports	Monthly	Service Users waiting more than 3 weeks for a treatment intervention.
	As applicable	Patient safety reports including CQC
Risk Register	Quarterly	As part of Contract monitoring report
Serious Incident reporting	Quarterly or as applicable	As part of Contract monitoring report
Health and Safety reports	Quarterly	As part of Contract monitoring report

All communication with the Authority and associated staff should be open and transparent.

PUBLIC HEALTH SERVICES CONTRACT

SHROPSHIRE COUNCIL (1)

AS AUTHORITY

AND

XXXXXXXXXXX (2)

AS PROVIDER

CONTRACT FOR THE

PROVISION OF COMMUNITY DRUG AND ALCOHOL RECOVERY PUBLIC HEALTH SERVICES

- **CONTENTS**

APPENDICES

SECTION C – SPECIAL TERMS AND CONDITIONS

SECTION A

THE PARTICULARS

This Contract is made on …….2019
PARTIES

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

(2) XXXXXXXXXXX whose registered office is at XXXXXXXXXX whose registered company number is XXXXXXXXXXXXX [and registered charity number is XXXXXXXXXX] (the ***Provider***).

BACKGROUND

(A) The Authority must exercise a number of health service functions set out in section 2B of the NHS Act 2006 and the Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations. In order to satisfy these obligations the Authority wishes to secure the provision of the Services and the Provider wishes to provide the Services.

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

IT IS AGREED

A1. CONTRACT

A1.1. This Contract comprises of:

a) these Particulars (Section A);

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

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

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

A2. INTERPRETATION

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

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

a) Section B;

b) Section C; and

c) Section A.

A3. COMMENCEMENT AND DURATION

A3.1. This Contract shall take effect from the **Commencement Date**.

A3.2. The Provider shall, subject to having satisfied the Conditions Precedent where applicable, provide the Services from **1 April 2019** (the ***Service Commencement Date***).

A3.3. This Contract shall expire automatically on **31 March 2022** (the ***Initial Expiry Date***), unless it is extended in accordance with the remaining provisions of this clause A3 or terminated earlier in accordance with the provisions of this Contract.

A3.4. It is agreed between the Parties that the Authority may extend this Contract at the expiry of the Initial Term for further periods of **12** months up to a maximum of **4** extensions from the Initial Expiry Date (Extension Periods).

A3.5. If the Authority decides that it wishes to extend this Contract after the expiry of the Initial Term it shall notify the Provider in writing at least 6 months in advance of the expiry date of the Initial Term and shall advise the Provider of the intended duration of the Extension Period.

A3.6. If the Authority decides that it does not wish to extend this Contract after the Initial Term or (where this Contract has been continued by an Extension Period) at the end of the relevant Extension Period then this Contract shall terminate on the Initial Expiry Date or the last date of the said Extension Period (whichever is the later) and the provisions of B33 (Consequences of Expiry or Termination) shall apply.

A3.7. Where the Authority has exercised its option to extend this Contract by an Extension Period it shall notify the Provider in writing at least 6 months in advance of the expiry date of each Extension Period as to whether it intends to extend this Contract for a further Extension Period (subject to the maximum number of Extension Periods permitted) or terminate this Contract in accordance with its terms

A3.8. For the avoidance of doubt:
a) the terms of this Contract shall continue in full force and effect to any Extension Period and any reference to “contract period” shall include an Extension Period; and
b) the total duration of this Contract (including all permitted Extension Periods) shall not exceed **7** years from the Service Commencement Date

A4. REPRESENTATIVES

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

Name: XXXXXXXXXXX
Title: Director of Public Health
Contact Details: XXXXXXXXXXX

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

Name: XXXXXXXX
Title: XXXXXXXXXXX
Contact Details: XXXXXXXXXXX

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

A5. NOTICES

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

A5.2. Notices:

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

b) by hand shall be effective upon delivery.

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

a) For the Authority:
Address: Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND
For the attention of: XXXXXXXXXX, Director of Public Health
Tel: XXXXXXXXXXX

b) For the Provider:
Address: XXXXXXXXXXXXXXXX
For the attention of: XXXXXXXXXXXXXXXXXXX
Tel: XXXXXXXXXXXXXX

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

A6. ENTIRE CONTRACT

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

A7. COUNTERPARTS

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

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

SIGNED by Claire Porter
for and on behalf of
the AUTHORITY

……..
Signature

Head of Legal, Strategy and Democratic Services

……..
Date

SIGNED by Tim Collard/Helen Powell
for and on behalf of
the AUTHORITY

……..
Signature

Legal Services Manager

……..
Date

SIGNED by XXXXXXXX
for and on behalf of
the PROVIDER

……..
Signature

……..
Title

……..
Date

SECTION B

GENERAL TERMS AND CONDITIONS

B1. SERVICES

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

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

B2. WITHHOLDING AND/OR DISCONTINUATION OF SERVICE

B2.1. Except where required by the Law, the Provider shall not be required to provide or to continue to provide Services to any Service User:

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

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

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

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

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

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

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

c) the Provider must inform the Authority in writing without undue delay and acting reasonably and wherever possible in advance of taking such action;

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

B3. SERVICE AND QUALITY OUTCOMES INDICATORS

B3.1. The Provider must carry out the Services in accordance with the Law and Good Clinical Practice and must, unless otherwise agreed (subject to the Law) with the Authority in writing:

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

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

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

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

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

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

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

B4. SERVICE USER INVOLVEMENT

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

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

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

B4.4. The Provider must review and provide a written report to the Authority on the results of each survey carried out under clause B4.3 and identify any actions reasonably required to be taken by the Provider in response to the surveys. The Provider must implement such actions as soon as practicable. If required by the Authority, the Provider must publish the outcomes and actions taken in relation to such surveys.

B5. EQUITY OF ACCESS, EQUALITY AND NO DISCRIMINATION

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

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

B5.3. In performing this Contract the Provider must comply with the Equality Act 2010 and have due regard to the obligations contemplated by section 149 of the Equality Act 2010 to:

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

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

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

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

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

B5.5. The Provider and any Sub-Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by Equality and Human Rights Commission, which give practical guidance to Local Authorities on the elimination of discrimination

B5.6 In the event of any finding of unlawful discrimination being made against the Provider and any Sub-Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equality and Human Rights Commission over the same period, the Provider and any Sub-Contractor shall inform the Authority of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

B5.7 The Provider and any Sub-Contractor employed by the Provider will provide a copy of its policies to the Authority at any time upon request. In addition, the Authority may reasonably request other information from time to time for the purpose of assessing the Provider's compliance with the above conditions.

B5.8. The Provider must provide appropriate assistance and make reasonable adjustments for Service Users, who do not speak, read or write English or who have communication difficulties (including without limitation hearing, oral or learning impairments) whether by provision of a translation service or referral to an appropriate service provider.

B5.9. The Provider must provide to the Authority as soon as reasonably practicable, any information that the Authority reasonably requires to:

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

b) fulfil their obligations under the Law.

B5.10. In performing itts obligations under this Contract, the Provider shall and shall ensure that each of its sub-contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015

B6. MANAGING ACTIVITY

B6.8. The Provider must manage Activity in accordance with any activity planning assumptions and any caseloads set out in the Service Specification and must comply with all reasonable requests of the Authority to assist it with understanding and managing the levels of Activity for the Services.

B7. STAFF AND PREMISIES

STAFF:

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

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

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

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

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

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

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

B7.3. The Provider must have policies and procedures which acknowledge and provide for ongoing monitoring of the Staff, including undertaking further DBS disclosures every three years.

B7.4. The Provider must keep and procure that the Authority is kept advised at all times of any Staff who, subsequent to their commencement of employment, the Provider becomes aware, receives a conviction, caution, reprimand or warning or whose previous relevant convictions, cautions, reprimands, or warnings become known to the Provider (or any employee of a Sub-Contractor involved in the provision of the Services).

B7.5. The Provider must have in place systems for seeking and recording specialist professional advice and must ensure that every member of Staff involved in the provision of the Services receives:

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

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

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

B7.6. NOT USED.

B7.7. The Provider must carry out Staff surveys in relation to the Services at intervals and in the form set out in Appendix D (*Service User, Carer and Staff Surveys*) or as otherwise agreed in writing from time to time.

B7.8. Subject to clause B7.9, before the Provider engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Provider must without limitation, complete:

a) the Employment Checks; and

b) such other checks as required by the DBS.

B7.9. Subject to clause B7.10, the Provider may engage a person in a Standard DBS Position or an Enhanced DBS Position (as applicable) pending the receipt of the Standard DBS Check or Enhanced DBS Check or Enhanced DBS & Barred List Check (as appropriate) with the agreement of the Authority.

B7.10. Where clause B7.9 applies, the Provider will ensure that until the Standard DBS Check or Enhanced DBS Check or Enhanced DBS & Barred List Check (as appropriate) is obtained, the following safeguards will be put in place:

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

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

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

d) any other reasonable requirement of the Authority.

B7.11. Where the Authority has notified the Provider that it intends to tender or retender any of the Services, the Provider must on written request of the Authority and in any event within 20 Business Days of that request (unless otherwise agreed in writing), provide the Authority with all reasonably requested information on the Staff engaged in the provision of the relevant Services to be tendered or retendered that may be subject to the Employment Regulations, and such information may include the information referred to in paragraphs 1 and 3 of Section C10.

B7.12. The Provider must comply and must ensure that any Sub-Contractor will comply with their respective obligations under the Employment Regulations in relation to any persons who transfer to the employment of the Provider or that Sub-Contractor by operation of the Employment Regulations as a result of this Contract or any Sub-Contract, and that the Provider or the relevant Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment.

B7.13. The Provider shall indemnify and keep indemnified the Authority and any Replacement Provider against any Losses incurred by the Authority and/or the Replacement Provider in connection with any claim or demand by any transferring employee under the Employment Regulations including but not limited to:

B7.13.1 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under Employment Regulations in connection with any relevant transfer under the Employment Regulations ;

B7.13.2 any claim by any person that any proposed or actual substantial change by the Provider and/or any Sub-Contractor to that person's working conditions or any proposed measures on the part of the Provider and/or any Sub-Contractor are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under the Employment Regulations to the Provider and/or Sub-Contractor; and/or

B7.13.3 any claim by any person in relation to any breach of contract arising from any proposed measures on the part of the Provider and/or any Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under the Employment Regulations to the Provider and/or Sub-Contractor.

save to the extent that such Losses arise in consequence of any Authority or Replacement Provider act or omission.

B7.14. The Parties agree that:

(a) where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Sections C9 shall apply; and

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

PREMISES:

B7.15 The Provider shall ensure that upon the Service Commencement Date it shall have secured a leasehold or other interest in each of the properties listed in Appendix Q collectively referred to as the Premises for the purpose of the delivery of the Service and shall provide evidence of having done so in accordance with Appendix B (*Conditions Precedent*); and

B7.16 the Parties agree and acknowledge that the Provider may have to make alternative arrangements for the provision of premises during the Term of this Contract provided that at all times:

B7.16.1 the Provider ensures that premises remain available in each of the market towns of Shrewsbury, Oswestry, Whitchurch, Ludlow and Bridgnorth; and

B7.16.2 that the Provider remains responsible for the costs associated with each of the properties comprising the Premises during the course of the delivery of the Services; and

B7.16.3 any proposed change in location of premises by the Provider is subject to agreement by the Authority; and

B7.16.4 the Provider adheres to any consultation process that the Authority requires to be carried out prior to re-location of such premises.

B7.17 the Parties acknowledge that the lease relating to Crown House, Shrewsbury ("Crown House") is likely to expire prior to the Initial Expiry Date. In this event the Provider will need to vacate Crown House on or before 29th September 2020 and it shall be the Provider's responsibility to identify a suitable alternative property for the provision of the Services (such alternative premises to be approved by the Authority) to enable the delivery of the Services to commence from the new premises with effect from 1st October 2020. The Provider shall liaise with the Authority to agree the location of the new premises which must be within [2]miles (or such other distance as may be reasonably agreed by the Authority) from the centre of Shrewsbury. The Provider acknowledges that the approval of alternative premises may also be subject to consultation with Service Users and members of the public as considered necessary;

B7.18 The Provider acknowledges that upon termination of this Contract the leases relating to 34 Arthur Street, Oswestry SY11 1JN, 20 -23 Meadow Place, Shrewsbury, SY1 1PD, shall be automatically terminated with effect from the same date and that the Provider's right to occupy such premises will automatically cease.

B8. CHARGES AND PAYMENT

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

B8.2. (a) As at the Commencement Date, the Charges payable under this Contract shall be as set out in Appendix E (Charges); and

(b) the Parties shall agree the Charges for subsequent contract years in a transparent and equitable manner in accordance with Appendix E such Charges shall be agreed by the Parties in writing .

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

B8.4. The Charges unless otherwise stated are exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Provider shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Provider's failure to account for, or to pay, any VAT relating to payments made to the Provider under this Agreement.

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

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

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

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

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

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

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

B8.10. This Contract is contingent upon the Authority receiving adequate funding from central government to enable it to commission the Services and the Authority can in no way warrant represent or guarantee the continuation of such funding throughout the duration of the term of this Contract. In the event that central government withdraws or reduces funding the Authority may at any time either terminate or modify (as is appropriate and reasonable subject to any funding constraints placed upon it) the Services commissioned by this Contract by serving reasonable written notice on the Provider. Where notice to terminate this Contract is given pursuant to this clause B8.10, this Contract will terminate on the date specified in the notice.

B9. SERVICE IMPROVEMENTS AND BEST VALUE DUTY

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

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

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

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

b) implement such improvements; and

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

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

B10. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

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

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

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

B10.4. The Parties acknowledge that the Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

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

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

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

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

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

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

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

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

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

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

j) ensuring appropriate whistle blowing procedures are in place and there is a culture that enables issues about safeguarding and protecting vulnerable adults and children to be

raised. A copy of the Authority's Speaking Up About Wrongdoing "Whistleblowing" Policy can be found on the Authority's website at www.shropshire.gov.uk.

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

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

a) comply with the requirements of clause B7.8; and

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

B10.8. The Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

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

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

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

B11. INCIDENTS REQUIRING REPORTING

B11.1. If the Provider is CQC registered it shall comply with the requirements and arrangements for notification of deaths and other incidents to CQC in accordance with CQC Regulations and if the Provider is not CQC registered it shall notify Serious Incidents to any Regulatory Body as applicable, in accordance with the Law.

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

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

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

B12. CONSENT

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

B13. SERVICE USER HEALTH RECORDS

B13.1. The Provider must create, maintain, store and retain Service User health records for all Service Users. The Provider must retain Service User health records for the periods of time required by Law and securely destroy them thereafter in accordance with any applicable Guidance.

B13.2. The Provider must:

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

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

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

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

B13.4. The Provider must at all times during the term of this Contract have a Caldicott Guardian and shall notify the Authority of their identity and contact details prior to the Service Commencement Date. If the Provider replaces its Caldicott Guardian at any time during the term of this Contract, it shall promptly notify the Authority of the identity and contact details of such replacements.

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

B13.6. Where relevant and subject to compliance with the Law, the Provider shall:

a) at the reasonable request of the Authority promptly transfer or deliver a copy of the Service User Health Record held by the Provider for any Service User for which the Authority is responsible to a third party provider of healthcare or social care services designated by the Authority;

b) may, subject to clause B13.6 and with the prior written consent of the Authority, where necessary for the delivery of health care, release Service User Health Records to health professionals employed by the Provider who are not directly responsible for the delivery of the Services under this Contract;

c) and, where reasonably required and subject to clause B13.6 and with the prior written consent of the Authority the Provider may pass on Service User Health Records onto third party healthcare partners

B13.7. The Provider undertakes to:
a) implement and maintain security standards, processes, procedures, practice and controls to the same standard which they apply to personal confidential identifiable data and in accordance with the NHS Data Security and Protection Toolkit referred to as "Toolkit" standards to a minimum of Level 2 compliance for its 'organisation type' (as defined in the 2017/18 Data Security and Protection Requirements issued by the Department of Health);
b). The Provider shall provide assurance that good information governance practices are being maintained and must demonstrate, and will allow the Authority to audit, that the Provider (and all Sub-contractors processing Service User information) meets or exceeds the Toolkit standards required for its organisation type.
c) The Provider must, in accordance with Toolkit reporting requirements with respect to suspected and/or actual Information Governance Serious Incidents Requiring Investigation (IG SIRI) and/or Cyber Serious Incidents Requiring Investigation (Cyber SIRI) ensure that serious incidents related

to suspected or actual breach of the principles of the Data Protection Legislation or any cyber related incident which has or is suspected of having compromised information assets within cyberspace are:

i) reported in writing to the Authority's SIRO and Information Governance Officer immediately of such incident having occurred or suspected of having occurred;

and

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

B14. INFORMATION

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

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

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

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

B15. EQUIPMENT

B15.1. The Provider must provide and maintain at its own cost (unless otherwise agreed in writing) all Equipment necessary for the supply of the Services in accordance with any required Consents and must ensure that all Equipment is fit for the purpose of providing the applicable Services. The Authority shall transfer to the Provider the Authority Equipment that is set out in Appendix P and on the terms therein.

B15.2. The Provider shall maintain a register of Equipment purchased for the necessary supply of the Services and shall at the termination or expiry of this Agreement, if requested by the Authority, execute all necessary documentation required to effect a transfer of ownership of the Equipment from the Provider to the Authority or a Replacement Supplier at a reasonable cost to be mutually agreed between the Parties, which shall include any depreciation in the value of such equipment.

B16. TRANSFER OF AND DISCHARGE FROM CARE OBLIGATIONS

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

B17. COMPLAINTS

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

B17.2. In addition to the requirements of clause B17.1 the Provider shall operate a complaints procedure in respect of the Services to deal with any complaint received about the standard of services or the manner in which any Services have been supplied or work has been performed or any other matter connected with the performance of the Provider's obligations under this Contract ("the Complaints Procedure"). For the avoidance of doubt any complaint or issue that the Authority has in respect of

the Provider's performance of this Contract shall be dealt with in accordance with the remainder of this Contract.

B17.3. The Provider's Complaints Procedure shall comply with applicable Law and the requirements of any regulatory body to which the Provider is subject or which are applicable to the Service being provided (including any change in such requirements) and shall meet the following minimum standards:

a) is easy for complainants to access and understand

b) clearly sets out time limits for responding to complaints and keeping the complainant and the Authority informed of progress;

c) provides confidential record keeping to protect employees under this Contract and the complainant

d) provides information to the Provider's management so that services can be improved

e) provides effective and suitable remedies

f) is regularly monitored and audited and which takes account of complainant and Authority feedback

B17.4. The Provider shall inform any users of the Services provided under this Contract of the existence of the complaints procedure and how to access it and will make its Complaints Procedure available on request.

B17.5. The Provider shall investigate and deal with any complaints it receives about the Services, whether direct from the public or Services Users, or referred to it by the Authority, in accordance with its published Complaints Procedure. The Provider shall ensure that:

a) it promptly, and within a maximum of 10 days of receiving the complaint, notifies the complainant that it is dealing with the complaint

b) under no circumstances is a complaint investigated by a member of its staff employed under this Contract who may be part of the complaint.

c) someone who is independent of the matter complained of carries out the investigation

d) the complainant is made aware that they are entitled to have the complaint investigated by the Authority if they are not satisfied with either the process of investigation or finding of the Provider's investigations

e) it deals with the complaint fully, expeditiously and fairly and shall use its reasonable endeavours to resolve the complaint within 30 Working Days of receiving the complaint

f) where a complaint is received by the Provider relating to the policy or decisions of the Authority rather than the Provider's delivery of its obligations under this Contract, the Provider shall promptly, and within two Working Days, refer the complaint to the Authority for investigation.

B17.6. The Provider shall ensure that all its employees and persons employed under this Contract are made aware of its Complaints Procedure and shall designate one employee (who shall be identified to the Authority) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint

B17.7. The Provider shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Authority within 5 Working Days of being requested or at quarterly intervals in any event.

B17.8. Where the Authority is investigating a complaint the Provider is required to participate fully in all investigations within the timescales requested by the Authority.

B17.9. The Provider should note that if a complaint is made to the Authority by a third party relating to the services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Authority requires the Provider to fully to co-operate in such investigation. If the Authority is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Provider the Provider shall indemnify the Authority in respect of the costs arising from such maladministration or injustice.

B17.10. In addition to the above, If a complaint is received about the standard of the provision of the Services or about the manner in which any of the Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Provider's obligations under this Contract, then the Authority may take any steps it considers reasonable in relation to that complaint, including investigating the complaint and discussing the complaint with the Provider, CQC or/and any Regulatory Body. Without prejudice to any other rights the Authority may have under this Contract, the Authority may, in its sole discretion, uphold the complaint and take any action specified in clause B.B28 (*Default and Failure to Supply*).

B18. SERVICE REVIEW

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

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

B19. REVIEW MEETINGS

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

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

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

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

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

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

B19.4. If after one calendar month following the issue by the Authority of a Review Notice to the Provider, the Provider has failed to remedy the failures specified in the Review Notice and has not contacted the Authority with a satisfactory explanation as to the reasons for such failure, then this will be considered a breach of the terms of this Contract and the Authority reserves the right to terminate this Contract in accordance with its terms

B20. CO-OPERATION

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

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

a) the Authority;

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

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

d) primary, secondary and social care services,

in order to:

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

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

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

B21. WARRANTIES AND REPRESENTATIONS

B21.1. The Provider warrants and represents that:

a)

(i) it has full capacity and authority to enter into this Contract and the obligations expressed as being assumed by the Provider under this Contract constitute valid legal and binding obligations of the Provider enforceable against the Provider in accordance with their terms; and

(ii) all necessary Consents have been obtained and are in full force and effect and shall be maintained for the duration of this Contract;

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

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

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

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

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

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

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

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

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

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

i) The Provider acknowledges and confirms that:

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

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

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

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

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

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

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

j) If required or reasonably requested by the Authority to do so, the Provider must throughout the period of this Contract and for a period of six (6) years after the expiry of this Contract give all reasonable assistance to the Authority's Security Board and/or Executive Board and to any other board with a similar status, including attending the Authority's Scrutiny and/or Executive Board in order to answer questions pertaining to this Contract.

B21.2. The Authority warrants and represents that:

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

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

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

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

B21.3. The warranties set out in this clause B21 are given on the Commencement Date and shall (where relevant) subsist during the term of this Contract.

B22. VARIATIONS

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

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

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

withdrawn and the Parties shall continue to perform their obligations under this Contract.

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

B23. ASSIGNMENT AND SUB-CONTRACTING

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

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

b) approving the Sub-contract arrangements (such approval not to be unreasonably withheld or delayed) which shall include the addition of any of the clauses in this Contract to the Sub-contract as the Authority may reasonably require,

B23.2. The Authority's consent to sub-contracting under clause B23.1 will not relieve the Provider of its liability to the Authority for the proper performance of any of its obligations under this Contract and the Provider shall be responsible for the acts, defaults or neglect of any Sub-contractor, or its employees or agents in all respects as if they were the acts, defaults or neglect of the Provider.

B23.3. Any sub-contract submitted by the Provider to the Authority for approval of its terms, must:

a) impose obligations on the proposed sub-contractor in the same terms as those imposed on it pursuant to this Contract to the extent practicable; and

b) ensure that the proposed sub-contract does not permit the proposed sub-contractor to further sub-contract its obligations without the prior approval of the Authority (such approval not to be unreasonably withheld or delayed).

B23.4. The Provider must not:

a) terminate a Sub-contract; or
b) make any material changes to the terms of a Sub-contract; or
c) replace a Sub-contractor under a Sub-contract (and must ensure that a replacement does not otherwise occur);

without the prior written approval of the Authority,

B23.5. The Authority may assign, transfer, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the consent of the Provider.

B23.6. In the event that the Provider is permitted by the Authority to sub-contract to a third party provider all or part of the Services delivering the clinical element of pharmacological therapies, the Parties shall agree a duty of care deed which shall permit the Authority to 'step in' to any agreed sub-contract agreement under the specific circumstances contemplated by that duty of care deed to directly contract with the sub-contractor to commission the clinical services from the sub-contractor. The Provider shall and shall ensure that any sub-contractor shall, act reasonably and in good faith with the Authority to execute such a duty of care deed contemporaneously with any sub-contract agreement entered into between the Provider and its sub-contractor for the delivery of that part of the Services contemplated by this sub-clause B23.6

B24. AUDIT AND INSPECTION

B24.1. The Provider must comply with all reasonable written requests made by, CQC, the National Audit Office, the General Pharmaceutical Council, any Authorised Person and the authorised representative of the Local HealthWatch for entry to the Provider's Premises and/or the premises of any Sub-contractor for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services, and for information relating to the provision of the Services. The Provider may refuse such request to enter the Provider's Premises and/or the premises of any Sub-contractor where it would adversely affect the provision of the Services or, the privacy or dignity of a Service User.

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

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

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

a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-Contractors) of the Services;
b) to review the integrity, confidentiality and security of any data relating to the Authority or any Service Users;
c) to review the Provider's compliance with the DPA and the FOIA in accordance with this Agreement and any other Law applicable to the Services;
d) to review any records created during the provision of the Services;
e) to review any books of account kept by the Provider in connection with the provision of the Services;
f) to carry out the audit and certification of the Authority's accounts;
g) for the purposes of the Local Government Finance Act 1982 (and any other Legislation relating to the inspection, examination and auditing of the Authority's accounts)
h) to carry out an examination pursuant to Local Government Act 1999 of the economy, efficiency and effectiveness with which the Authority has performed its functions and used its resources;
i) to verify the accuracy and completeness of any reports delivered or required by this agreement.

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

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

B24.7. Subject to the Authority's obligations of confidentiality, the Provider shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

a) all information reasonably requested by the above persons within the permitted scope of the audit, to include (without limitation) examining such documents as reasonably required which are owned, held or otherwise within the control of the Provider and any Sub-Contractor and may require the Provider and any Sub-Contractor to produce such oral or written explanations as the Authority or relevant regulatory body considers necessary;

b) reasonable access to:

(i) any sites controlled by the Provider and/or the Sub-Contractor and used for the provision of the Services; and

(ii) any equipment (including, but not limited to, any software, IT systems, materials, data or information stored on, accessed by or used to operate the equipment) used (whether exclusively or non-exclusively) in the performance of the Services by the Provider and/or the Sub-Contractor; and

c) access to the Staff.

B24.8. The Authority shall use best endeavours to provide at least 5 Business Days' notice of its or, where possible, a regulatory body's, intention to conduct an audit.

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

B24.10. The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Provider in which case the Provider shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

B24.11. If an audit identifies that:

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

b) the Authority has overpaid any Charges, the Provider shall pay to the Authority the amount overpaid within 30 days. The Authority may deduct the relevant amount from the Charges if the Provider fails to make this payment; and

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

B25. INDEMNITIES

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

(a) The performance, defective performance or otherwise of this Contract by the Provider or its Staff

(b) Any claim made against the Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services

(c) Any claim made against the Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Provider or the Staff; and

(d) Any claim made against the Authority by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Contract to the extent that the defective performance is attributable to the acts or omissions of the Provider or the Staff

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

B26. LIMITATION OF LIABILITY

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

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

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

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

b) fraud or fraudulent misrepresentation.

B27. INSURANCE

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

B27.2. the Provider shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain equivalent policy cover which indemnifies the Provider and the Authority for negligent acts arising out of the performance of this Contract.

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

B27.4 The Provider shall hold and maintain the insurances required under this Contract for a minimum of 21 years following the expiration or earlier termination of this Contract

B27.5 The Provider warrants that it has complied with this clause B27 and shall provide the Authority with **or** certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Contract and annually thereafter throughout the duration of this Contract.

B27.6 The Provider shall:

(a) do nothing to invalidate any insurance policy

(b) notify the Authority if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change

B27.7 Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":

B27.8 if a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Provider shall immediately submit to the Authority:

(i) details of the policy concerned; and

(ii) its proposed solution for maintaining the minimum limit of indemnity specified; and

B27.9 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Provider shall:

(i) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or

(ii) if the Provider is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

B27.10 The Provider warrants that it has complied with this clause B27 and shall provide the Authority with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.

B27.11 If, for whatever reason, the Provider fails to give effect to and maintain the insurances required by this Contract the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.

B28. DEFAULTS AND FAILURE TO SUPPLY

B28.1. In the event of a Default which is a material breach of this Contract by the Provider, the Authority may, without prejudice to any other rights or remedies it may have under this Contract including under clause B29 (*Contract Management*), consult with the Provider and attempt to resolve the issue. Where the Parties are unable to agree a resolution plan during the consultation, and/or such resolution plan does not remedy the default within 30 days, the Authority may, at its discretion, then do any of the following:

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

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

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

B28.2. If the Authority exercises any of its rights under clause B28.1, the Provider must indemnify the Authority for any costs reasonably incurred (including reasonable professional costs and any reasonable administration costs) in respect of the supply of any part of the Services by the Authority or a third party during the period in which the Provider is unable to provide the affected part of the Services to the extent that such costs exceed the payment which would otherwise have been payable to the Provider for such part of the Services and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

B29. CONTRACT MANAGEMENT

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

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

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

Contract Query

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

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

Excusing Notice

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

B29.7 If the Issuing Party accepts the explanation set out in the Excusing Notice, it must withdraw the Contract Query Notice in writing within 10 Business Days following the date of the Contract Query Notice.

Contract Management Meeting

B29.8 Unless the Contract Query Notice has been withdrawn, the Authority and the Provider must meet to discuss the Contract Query and any related Excusing Notice within 10 Business Days following the date of the Contract Query Notice.

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

a) that the Contract Query Notice is withdrawn; or

b) to implement an appropriate Remedial Action Plan; or

c) to conduct a Joint Investigation.

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

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

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

Joint Investigation

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

a) the Contract Query be closed; or

b) Remedial Action Plan be agreed and implemented.

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

Remedial Action Plan

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

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

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

B29.14 The Remedial Action Plan must set out:

a) milestones for performance to be remedied;

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

c) subject to the maximum sums identified in clause B29.23, the consequences for failing to meet each milestone by the specified date.

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

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

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

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

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

Withholding Payment for Failure to Agree Remedial Action Plan

B29.18. If the Authority and the Provider cannot agree a Remedial Action Plan within the relevant period specified in clause B29.13, they must jointly notify the Board of Directors of the Provider and the Authority's Chief Executive.

B29.19. If, 10 Business Days after notifying the Board of Directors and the Authority's Chief Executive, the Authority and the Provider still cannot agree a Remedial Action Plan, the Authority may withhold up to 2% of the monthly sums payable by it under clause B8(Charges and Payment) for each further month the Remedial Action Plan is not agreed.

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

Exception Reports

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

B29.22. If following issue of the First Exception Report, the breach of the Remedial Action Plan is not rectified within the timescales indicated in the First Exception Report, the Authority or the Provider (as the case may be) may issue a Second Exception Report to:

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

b) CQC or any other Regulatory Body,

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

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

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

a) the Authority may withhold, in respect of each milestone not met, up to 2% of the aggregate monthly sums payable by the Authority under clause B8(Charges and Payment), from the date of issuing the First Exception Report and for each month the Provider's breach continues, subject to a maximum monthly withholding of 10% of the aggregate monthly sums payable by the Authority under clause B8(Charges and Payment) in relation to each Remedial Action Plan;

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

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

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

Unjustified Withholding or Retention of Payment

B29.25. If the Authority withholds sums under clause B29.19 or clause B29.23 or retain sums under clause B29.24, and within 20 Business Days of the date of that withholding or retention (as the case may be) the Provider produces evidence which reasonably demonstrates that the relevant sums were withheld or retained unjustifiably, the Authority must pay those sums to the Provider within 10 Business Days following the date of the supply of such evidence, together with interest at the Default Interest Rate for the period for which the sums were withheld or retained. If there is any dispute in respect of the Provider's evidence either Party may refer the matter to the dispute resolution procedure in accordance with Clause B30 (Dispute Resolution).

Retention of Sums Withheld on Expiry or Termination of this Contract

B29.26. If the Provider does not agree a Remedial Action Plan:

a) within 6 months following the expiry of the relevant time period set out in clause B29.13; or

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

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

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

B30. DISPUTE RESOLUTION

B30.1. If the Parties are in Dispute, they must seek in good faith to resolve the Dispute following the process set out in Appendix M (Dispute Resolution) unless the Parties agree and set out an alternative dispute resolution process in the Special Conditions in which case the process in the Special Conditions will prevail.

B31. SUSPENSION AND CONSEQUENCES OF SUSPENSION

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

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

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

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

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

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

(each a ***Suspension Event***) save where the forgoing events arise as a result of any Authority request, instruction, default, inaction or negligent action). For the avoidance of doubt, an event for Force Majeure cannot constitute a Suspension Event.

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

a) may by written notice to the Provider and with immediate effect suspend any affected Service, or the provision of any affected Service, until the Provider demonstrates to the reasonable satisfaction of the Authority that it is able to and will perform the suspended Service, to the required standard in accordance with relevant Law, Guidance and Good Clinical Practice (including, without limitation relevant NICE and NRA policies and documents); and

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

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

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

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

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

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

B31.6. The Provider must indemnify the Authority in respect of any Losses directly and reasonably incurred by the Authority in respect of that suspension (including for the avoidance of doubt Losses incurred in commissioning the suspended Service for the period during the term of the Contract in which the Provider is unable to provide the applicable Service).

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

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

b) at the cost of the Provider:

(i) promptly provide all reasonable assistance and all information in the Provider's possession necessary to effect an orderly assumption of the suspended Service by an alternative interim or successor provider; and

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

B31.8. As part of its compliance with clause B31.7 the Provider may be required by the Authority to agree a transition plan with the Authority and/or any alternative interim or successor provider, which only relates to the period during which the Provider cannot provide the applicable Service and responsibility for the provision of that Service transfers back to the Provider.

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

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

B32. TERMINATION

B32.1. Either Party may voluntarily terminate this Contract or any Service by giving the other Party not less than 6 months' written notice at any time after the Service Commencement Date.

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

a) the Provider is in persistent or repetitive breach of the Quality Outcomes Indicators on two or more occasions in a 6 month period;

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

c) the Provider:

(i) fails to obtain any Consent;

(ii) loses any Consent; or

(iii) has any Consent varied or restricted,

the effect of which prevents the Provider from providing the Services or a material part thereof;

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

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

f) the Provider materially breaches its obligations in clause B37 (*Data Protection*);

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

h) the Provider breaches the terms of clause B23 (*Assignment and Sub-contracting*);

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

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

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

l) the Provider committing a material breach in respect of any requirements set out in Sections C. 9 (Staff Transfer);

m) any failure by the Provider to enter into or to comply with an Admission Agreement under the Annex to either Part A1 or Part B of Section C9 & C10 (Staff Transfer); or

n) [the NHS Business Services Authority has notified the Authority that the Provider or any Sub-Contractor has, in the opinion of the NHS Business Services Authority, failed in any material respect to comply with its obligations in relation to the NHS Pension Scheme (including those under any Direction Letter);]

o) the Provider is in breach of its obligations in clause B35 (Counter Fraud and Security Management).

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

B32.4. The Provider may terminate this Contract or any Service with immediate effect by written notice to the Authority where:

a) the Authority is in material breach of any obligation under this Contract provided that if the breach is capable of remedy, the Provider may only terminate this Contract under this clause B32.4 (a) if the Authority has failed to remedy such breach within 30 Business Days of receipt of notice from the Provider to do so.
b) the Authority fails to pay any amount due under this Contract on the due date for payment and remains in default within 30 Business Days of receipt of notice from the Provider to remedy the default in such payment;
c) the Authority has breached the terms of clause B39 (Prohibited Acts);
d) the Authority materially breaches its obligations its obligations in clause B37 (*Data Protection*); and
e) the Authority materially breaches it obligations under clause B36 (Confidential Information).

B33. CONSEQUENCE OF EXPIRY OR TERMINATION

B33.1. Expiry or termination of this Contract, or termination of any Service, will not affect any rights or liabilities of the Parties that have accrued before the date of that expiry or termination or which later accrue.

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

B33.3. On the expiry or termination of this Contract or termination of any Service, the Provider must co-operate fully with the Authority to migrate the Services in an orderly manner to the successor provider for a period of 3 months from such expiry or termination (or such other reasonable time period agreed between the Parties).

B33.4. In the event of termination or expiry of this Contract,

a) the Provider must cease to use the Authority's Confidential Information and on the earlier of the receipt of the Authority's written instructions or 12 months after the date of expiry or termination, return all copies of the Confidential Information to the Authority; and

b) the Authority shall provide the Provider with reasonable access on reasonable written notice to the information referred to in B33.4 (a) if the Provider has demonstrated to the reasonable satisfaction of the Authority that it requires such access. The Parties shall in such circumstances comply with their respective obligations under the Data Protection Legislation.

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

B33.6. If, as a result of termination of this Contract or of any Service in accordance with this Contract (except any termination under clauses B32.3, B23.4 or if the Authority terminates under clause B32.1 (*Termination*), the Authority procures any terminated Service from an alternative provider, and the cost of doing so (to the extent reasonable) exceeds the amount that would have been payable to the Provider for providing the same Service, then the Authority, acting reasonably, will be entitled to recover from the Provider (in addition to any other sums payable by the Provider to the Authority in respect of that termination) the excess cost and all reasonable related professional and administration costs it incurs (in each case) for a period of 6 months following termination or any shorter period specified by the Authority (acting in its reasonable discretion) for the remainder of the term of this Contract had it not been terminated
.

B33.7. Upon termination of this Contract, the leases relating to 34 Arthur Street Oswestry and 20-23 Meadow Place, Shrewsbury shall automatically terminate with immediate effect and the Provider must cease to occupy those premises thereafter.

B33.8. The provisions of clauses B7 (*Staff*), B8 (*Charges and Payment*), B11 (*Incidents Requiring Reporting*), B13 (*Service User Health Records*), B14 (*Information*), B23 (*Assignment and Sub-contracting*), B24 (*Audit and Inspection*), B33 (*Consequence of Expiry or Termination*), B36 (*Confidentiality*) and B38 (*Freedom of Information and Transparency*) Section C10 *(Employment Exit Provisions)* will survive termination or expiry of this Contract.

B34. BUSINESS CONTINUITY

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

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

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

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

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

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

B35. COUNTER-FRAUD AND SECURITY MANAGEMENT

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

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

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

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

B36. CONFIDENTIALITY

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

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

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

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

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

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

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

b) in connection with any litigation between the Parties;

c) to comply with the Law;

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

e) to comply with a regulatory bodies request.

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

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

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

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

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

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

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

B36.8. The obligations in clause B36.1 and clause B36.2 shall not apply where the Confidential Information is related to an item of business at a board meeting of the Authority or of any committee, sub-committee or joint committee of the Authority or is related to an executive decision of the Authority and it is not reasonably practicable for that item of business to be transacted or that executive decision to be made without reference to the Confidential Information, provided that the Confidential Information is exempt information within the meaning of Section 101 of the Local Government Act 1972 (as amended), the Authority shall consider properly whether or not to exercise its powers under Part V of that Act or (in the case of executive decisions) under the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 as amended to prevent the disclosure of that Confidential Information and in doing so shall give due weight to the interests of the Provider and where reasonably practicable shall consider any representations made by the Provider.

B37. DATA PROTECTION

B37.1 In interpreting this clause B37.1 -B37.16 the words and expressions set out below shall have the following meanings and any other words and expressions used are as defined elsewhere in this Contract:

(a) **Data Protection Legislation:** (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy;

(b) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer** take the meaning given in the GDPR**.**

(c) **Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

(d) **Data Protection Impact Assessment**: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

(e) **Data Subject Request:** a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

(f) **Law**: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;

(g) **Protective Measures:** appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

(h) **Sub-processor**: any third party appointed to process Personal Data on behalf of the Provider related to this Contract .

(i) **Processor Personnel**: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract

(j) **DPA 2018**: Data Protection Act 2018

(k) **GDPR**: the General Data Protection Regulation (Regulation (EU) 2016/679)

(l) **Joint Controllers:** where two or more Controllers jointly determine the purposes and means of processing

(m) **LED:** Law Enforcement Directive (Directive (EU) 2016/680)

B37.2 Both parties will comply with all applicable requirements of the Data Protection Legislation and agree to take account of any guidance issued by the Information Commissioner's Office. This clause B37.2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

B37.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Provider is the Processor unless otherwise specified in Schedules 1. The only processing that the Processor is authorised to do is as set out in Schedule 1 by the Controller and may not be determined by the Processor.

B37.4 The Provider shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

B37.5 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

B37.6 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

(a) process that Personal Data only in accordance with Schedule 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 1);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

B37.7 Subject to clause B37.8 the Processor shall notify the Controller immediately if it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

B37.8 The Processor's obligation to notify under clause B37.7 shall include the provision of further information to the Controller in phases, as details become available

B37.9 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause B37.7 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
(d) assistance as requested by the Controller following any Data Loss Event;
(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office

B37.10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
(a) the Controller determines that the processing is not occasional;
(b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
(c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

B37.11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

B37.12 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

B37.13 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
(a) notify the Controller in writing of the intended Sub-processor and processing;
(b) obtain the written consent of the Controller;
(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause B37 such that they apply to the Sub-processor; and
(d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

B37.14 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

B37.15 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

B37.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office

B37.17 Where the Parties include two or more Joint Controllers as identified in Schedule 1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement in replacement of Clauses B37.1-B37.16 for the Personal Data under Joint Control.

Data Security

B37.18 Subject to clauses B37.19. to B37.20, the Provider shall be liable to the Authority for loss or corruption of any Authority Data, if and to the extent that such loss or corruption results from an act or omission of the Provider or from any default of the Provider.

B37.19 In the event of loss or corruption of Authority Data resulting from an act or omission of the Provider or a default of the Provider, the Provider shall return such data and software to a fully operational state as soon as is reasonably practicable thereafter. The Provider shall promptly notify the Authority (via the Authority's ICT Helpdesk) within one (1) Business Day if at any time the Provider becomes aware, suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, and inform the Authority of the remedial action the Provider proposes to take.

B37.20 If the Provider fails to comply with clause B37.19, and within any reasonable period notified to the Provider, the Provider fails to take any remedial action in respect of its breach of clause B37.19 as required by the Authority, the Authority may itself restore or procure the restoration of Authority Data, and shall be repaid by the Provider any reasonable expenses incurred in doing so including the restoration of the Authority Data

DATA AND INFORMATION

B37.21 The Provider acknowledges that the Authority's Data is the property of the Authority and the Authority reserves all IPRs which may, at any time, subsist in the Authority's Data. To the extent that any IPRs in any of the Authority's Data vest in the Provider by operation of law, such IPRs shall be assigned by the Provider to the Authority by operation of this clause B37.21 immediately upon the creation of such Authority's Data.

B37.22 The Provider shall:

(a) not delete or remove any proprietary notices or other notices contained within or relating to the Authority's Data;

(b) not alter, store, copy, disclose or use the Authority's Data, except as necessary for the performance by the Provider of its obligations under this Contract, the Strategic Contract, or as otherwise expressly authorised by this Contract in compliance with the provisions of this Contract;

(c) preserve, so far as possible, the integrity of the Authority's Data and prevent any loss, disclosure, theft, manipulation or interception of the Authority's Data, to include ensuring that where the Authority has notified the Provider that Authority's Data is required to be stored in an encrypted format, such Authority Data is not stored on any portable device or media, unless the device or media is encrypted;

(d) make secure back-up copies of the Authority's Data on such regular basis as is reasonable for the particular data concerned as required by the Disaster Recovery Plan, or as otherwise instructed by the Authority, and in any event at such regular intervals appropriate to the frequency of the revision of the data; and

(e) immediately notify the Authority if any of the Authority's Data is lost, becomes corrupted, is damaged or is deleted accidentally.

B37.23 The Authority hereby grants to the Provider, for the Term, a non-exclusive, non-transferable, royalty-free licence to use the Authority's Data solely for the purpose of meeting, and to the extent necessary to meet, its obligations under this Contract. The Provider shall not:

(a) modify, amend, alter, remove, delete or enhance the Authority's Data without the prior written consent of the Authority;

(b) use any form of cloud computing or similar data storage measures without the prior written consent of the Authority or as specifically permitted within the Security Policy; or

(c) make any copies of the Authority's Data without the prior written permission of the Authority.

B37.24 To the extent that any Authority Data is held or processed by the Provider, the Provider shall supply such Authority Data to the Authority as may be requested by the Authority from time to time in the format specified by the Authority.

B37.25 On receipt or creation by the Provider of any Authority Data and during any collection, processing, storage and transmission by the Provider of any Authority Data, the Provider shall take, and shall procure that each of the Provider's Personnel shall take, all precautions necessary to preserve the security and integrity of the Authority's Data and to prevent any corruption or loss of the Authority's Data.

B37.26 The Provider acknowledges that the Authority is under transparency obligations stemming from the DCLG Code of Practice on Data transparency and the Provider shall assist the Authority in complying with its obligations in respect of data transparency.

B38. FREEDOM OF INFORMATION AND TRANSPARENCY

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

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

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

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

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

d) that the Authority, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Provider and this Contract following consultation with the Provider and having taken its views into account, provided always that the Authority shall be responsible (acting reasonably) for determining whether information is to be disclosed; and

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

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

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

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

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

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

B38.8. The Authority shall in no event be liable for any loss, damage, harm or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA or any other law, of any information (including exempt information) whether relating to this Contract or otherwise relating to any other party.

B38.9. The Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Authority to inspect such records as requested from time to time.

B38.10 The Provider shall notify the Authority of any Commercially Sensitive Information provided to the Authority together with details of the reasons for its sensitivity and the Provider acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Authority may be obliged to disclose such information.

B38.11 Provide, at the Provider's expense, all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

B38.12 The Provider acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Authority may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Provider or the Services:

B38.12.1 in certain circumstances without consulting the Provider; or
B38.12.2 following consultation with the Provider and having taken their views into account;

provided always that where sub-clause B38.12.1 above applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.

B38.13 The Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Authority to inspect such records as requested from time to time.

B38.14 The Authority shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other law, of any information (including Exempt Information) whether relating to this Contract or otherwise relating to any other party.

B39. PROHIBITED ACTS

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

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

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

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

B39.2 The Provider:

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

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

c) shall notify the Authority immediately if any breach of this clause B39 is suspected or known. Where such notification has been given to the Authority, the Provider must respond promptly to the Authority's enquiries, co-operate with any investigation and allow the Authority to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Contract.

B39.3. If either Party or its employees or agents (or anyone acting on its or their behalf) commits any Prohibited Act or commits any offence under the Bribery Act 2010 with or without the knowledge of the other Party in relation to this Contract, the non-defaulting Party shall be entitled:

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

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

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

B39.4. Any notice of termination under clause B32.2 (*Termination*) must specify:

a) the nature of the Prohibited Act;
b) the identity of the party whom the Authority believes has committed the Prohibited Act; and
c) the date on which this Agreement will terminate.

B39.5. Each Party must provide the other Party upon written request with all reasonable assistance to enable that Party to perform any activity required for the purposes of complying with the Bribery Act 2010. Should either Party request such assistance the Party requesting assistance must pay the reasonable expenses of the other Party arising as a result of such request.

B39.6. The Provider shall, within 10 Business Days of a request from the Authority, certify to the Authority in writing (such certification to be signed by an officer of the Provider) the Provider's compliance with this clause and provide such supporting evidence of compliance with this clause by the Provider as the Authority may reasonably request.

B39.7. The Provider must have in place an anti-bribery policy for the purposes of preventing any of its Staff from committing a prohibited act under the Bribery Act 2010. Such policy must be disclosed to the Authority within 5 Business Days of the Authority requesting it and enforced by the Provider where applicable.

B39.8. Should either Party become aware of or suspect any breach of this clause B39, it will notify the other Party immediately. Following such notification, the notified Party must respond promptly and fully to any enquiries of the requesting Party, co-operate with any investigation undertaken by the requesting Party and allow the requesting Party to audit any books, records and other relevant documentation.

B39.9. Despite clause B30 (Dispute Resolution), any dispute relating to:
a) the interpretation of this clause B39; or
b) the amount or value of any gift, consideration or commission
Shall be determined by the Authority and its decision shall be final and conclusive

B39.10. Any termination under Clause B32.2 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

B40. FORCE MAJEURE

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

B40.2. Subject to the remaining provisions of this clause B40, neither party to this Contract shall be liable to the other for any delay or non-performance of its obligations under this Contract to the extent that such non-performance is due to a Force Majeure Event.

B40.3. In the event that either party is delayed or prevented from performing its obligations under this Contract by a Force Majeure Event, such party shall:

a) promptly give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement;
c) use reasonable endeavours to carry out its obligations under this Contract in any way that is reasonably practicable; and
d) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

B40.4. A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

B40.3. The Provider cannot claim relief if the Force Majeure Event is one where a reasonable Provider should have foreseen and provided for the cause in question.

B40.5. As soon as practicable following the affected party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Contract. Where the Provider is the affected party, it shall take and/or procure the taking of all reasonable steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Good Clinical Practice.

B40.6. The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.

B40.7. The Authority may, during the continuance of any Force Majeure Event, terminate this Contract by written notice to the Provider if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 25 Business Days.

B41. THIRD PARTY RIGHTS

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

B42. CAPACITY

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

B43. SEVERABILITY

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

B44. WAIVER

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

B45. PUBLICITY

B45.1. Without prejudice to clause B38 (*Freedom of Information and Transparency*), except with the written consent of the other Party, (such consent not to be unreasonably withheld or delayed), neither Party must not make any press announcements in relation to this Contract in any way.

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

B46. EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY

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

B46.2. For the avoidance of doubt, neither Party must hold itself out as being authorised to enter into any agreement on behalf of the other Party or in any way bind the other party to the performance, variation, release or discharge of any obligation to a third party. Neither Party's staff shall hold themselves out to be and shall not be held out by that Party as being servants or agents of the other Party.

B.47 **INTELLECTUAL PROPERTY**

B47.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property created by the Provider or any employee, agent or sub-contractor of the Provider:

(a) in the course of performing the Services; or
(b) exclusively for the purpose of performing the Services,
(c) shall vest in the Authority on creation.

B47.2 The provisions of clause B47.1 shall not override any pre-existing binding contractual terms with agents or Sub-Contractors in respect of Intellectual Property which reserve rights of ownership to the agent or Sub-Contractor which the Provider entered into prior to the Commencement Date and which were within the knowledge of the Authority at the Commencement Date.

B47.3 The Provider shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

B47.4 This provision shall survive the expiration or termination of the Contract

B48. GOVERNING LAW AND JURISDICTION

B48.1. This Contract will be governed by and interpreted in accordance with English Law and will be subject to the exclusive jurisdiction of the Courts of England and Wales.

B48.2. Subject to the provisions of clause B30 (*Dispute Resolution*), the Parties agree that the courts of England have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Contract.

APPENDIX A

SERVICE SPECIFICATIONS

Service Specification No.	**PMCV013**
Service	**Drug and Alcohol recovery services**
Authority Lead	**Director of Public Health**
Provider Lead	
Period	**1 April 2019 – 31 March 2022 with options to extend**

1. Population Needs

1.1 National/local context and evidence base

1 Introduction

1.1 The Authority is transforming how future drug and alcohol community recovery services will be delivered, with a greater focus on the promotion of early intervention, resilience and self-care to improve people's health and well-being and reduce health inequalities. Drug and alcohol use disorder can exacerbate health inequalities leading to premature morbidity and death. To reduce this harm, the community drug and alcohol service will be recovery focused, with a clear remit to reduce health inequalities, supporting people to make positive choices to improve their health and well-being and that of their families.

1.2 Primarily based on achieving outcomes the Provider will deliver a service that is responsive to local needs. Taking into account the large geographical area of Shropshire, the Provider will utilise community venues and work with partners to integrate the Services into the wider health and social care system.

1.3. A key focus of the Services will be safeguarding children and young people affected by parental or other significant and / or family member's problematic use. The adverse consequences for children are typically multiple and cumulative and can result in poor child development, emotional, behavioural and other psychological issues, together with a higher risk of intergenerational use. This will mean establishing strong working relationships with children and family services to optimise treatment and family support.

1.4 As a rural county, Shropshire is also a target for the practice commonly known as 'County Lines,' whereby criminal drug dealing gangs recruit and coerce vulnerable local people. It is therefore imperative vulnerable adults are safeguarded. Working with key agencies to prevent further harm, the Provider will identify and support those who may be vulnerable to activity, encourage diversion away and refer on to appropriate services.

1.5 From our treatment data the Authority knows some members of the community are under-represented within the treatment system. The Authority also knows the number of people presenting with problematic alcohol use has declined in recent years. The Provider will develop a clear engagement strategy to improve access and encourage and increase the take-up of the Services for people who are currently underrepresented.

1.6 Drug and alcohol use and the relationship with criminal justice services is complex and well documented. Illegal drug use brings not only issues around dealing and use, but also acquisitive crime to support dependency. Alcohol is often cited in instances of violent crime and anti-social behaviour. To reduce drug and alcohol related crime the Provider will continue to strengthen the pathways between criminal justice and treatment services to offer timely support.

1.7 The challenge is to deliver good quality, effective services that meet needs during this time of unprecedented financial uncertainty. By using outcomes to determine success of the Services against the ambitions, the Authority expect

the Provider to develop and deliver the Services using innovation to improve outcomes, reduce cost and improve efficiency.

1.8 This Specification has been developed to set out the Authority's Safer Stronger Communities Board (the partnership) ambition to develop a drug and alcohol recovery service (the Service) that is reflective and responsive to the needs of Service Users, families and young people. The Provider will aim to deliver the outcomes identified in this Specification to positively impact on those whose lives are adversely affected by drug and alcohol misuse and dependence.

1.9 Outcome based commissioning puts the Service User at the forefront of the commissioning process and over the course of the Contract the Provider will develop the role of Service Users in the co-production of service design and delivery. By commissioning for outcomes it is anticipated this will allow the Provider to be innovative in its approach to responding to local needs to improve outcomes and maximise value for money. This with be underpinned by key quality standards, values and principles which will be adopted by the Service.

1.10 All service elements will be developed in line with these expectations and will also need to be responsive to forthcoming local or national frameworks.

1.11 Where there is ambiguity regarding the content or meaning of any part of this Specification interpretation will favour service delivery in line with these guidelines.

1.12 The Provider will establish and deliver the service in accordance with the principles of this Specification and Contract.

1.13 This Specification has been written in accordance with the principles and expectations outlined within the following policy documents and guidance:

- National Drug Strategy 2017,
- Government Alcohol Strategy 2012,
- National Treatment Agency (NTA) Commissioning for Recovery (2010),
- Models of Care (2006),
- Medications in Recovery: Re-orientating drug dependence treatment (2012),
- Drug Misuse and Dependence, UK guidelines on clinical management (2017);
- National Institute for Health and Care Excellence (NICE) CG 51, CG52, CG100, CG 115, CG120, NG58, NG 64, PH24, PH52.

2. National Context

National Drug Strategy 2017

2.1 Underpinning delivery of the drug and alcohol treatment in Shropshire will be the priorities and ambitions of the National Drug Strategy 2017, the Government's Alcohol Strategy 2012, the Health and Social Care Act 2012 and the 2012 Social Justice Strategy. These are to move people from a state of dependence to that of sustainable recovery that goes beyond treatment and encompasses the broader determinants of health and wellbeing, including housing, education and employment.

2.2 The National Drug Strategy 2017 continues to build on the previous strategy and puts the ambitions of recovery at the forefront of treatment services. Recognising no one organisation can achieve this in isolation there is a clear remit for stronger collaboration across a range of public services to deliver effective partnership working. A broader set of measures and indicators will support the ambition to promote joint responsibility for outcomes. The provider will work with a range of organisations to deliver on these indicators to ensure better outcomes for the people we serve.

Working Together to Safeguard Children 2018

2.3 Working Together to Safeguard Children 2018 provides the framework for how local areas will identify and respond to presenting needs of children and young people in a timely and appropriate manner.

Key areas of focus:

- Early Help - to respond at the earliest opportunity to prevent problems escalating
- Referral Pathways – Clear referral pathways to children and family services understood and owned by all partners to ensure timely access to the right support.

- Information Sharing – establishing robust information sharing between agencies.
- Assessment – comprehensive assessment of need including the identification of those in a caring role.

Public Health Outcomes Framework

2.4 The Provider will contribute locally to the delivery of the Public Health Outcome Framework to increase healthy life expectancy, reduce differences in life expectancy and healthy life expectancy between communities. As a minimum the Provider will deliver services to achieve the following outcomes:

PHOF 2.15 (i) Successful completion of drug treatment -opiates
PHOF 2.15 (ii) Successful completion of treatment –non-opiates
PHOF 2.15(iii) Successful completion of treatment – alcohol
PHOF 21.5(iv) Deaths from drug misuse
PHOF 2.16 Adults with substance misuse treatment need who successfully engage in community based structured treatment following release from prison.

2.5 The Provider, whilst delivering the Services will also contribute to the delivery of the following outcomes:

PHOF 1.05	16-18 year olds not in education and employment
PHOF 1.03	Pupil Absence
PHOF 1.08	Employment for those with long-term health conditions
PHOF 1.11	Domestic abuse
PHOF 1.12	Violent Crime
PHOF 1.13	Levels of offending and re-offending
PHOF 1.15	Statutory homeless
PHOF 2.10	Self-harm
PHOF 2.18	Alcohol related hospital admissions
PHOF 4.03	Mortality rate from causes considered preventable
PHOF 4.06	Under 75 mortality rate from liver disease
PHOF 4.10	Suicide rate

The Public Health Burden of Alcohol and the Effectiveness and Cost Effectiveness of Alcohol Control Policies

2.6 Since 1980, sales of alcohol have increased by 42% in England and Wales from 400 million litres in the early 1980s to a peak of 567 million litres in 2008. Over this period alcohol has become relatively cheaper to buy and the way in which its consumed has changed, with most alcohol now brought from shops and consumed at home, not in on-licensed premises.

2.7 The consumption of alcohol can have adverse health and social consequences for the drinker, their family and wider community. Alcohol has been identified as a component cause in more than 200 health conditions and the social consequences range from loss of earnings and unemployment to relationship issues and criminality.

2.8 There is a clear relationship between the volume of alcohol consumed and the level of harm caused, for example alcohol related cancers have a dose-response relationship. The frequency of drinking also affects the risk of harm as well individual risk factors such as age, gender, socioeconomic status, familial risk factors and regulation to name a few.

2.9 Raising awareness, identifying harm, providing treatment and brief interventions are effective approaches for reducing harm and consumption. Health interventions have both social and health benefits for individuals and others.

3. Local Context

Shropshire Alcohol Strategy
The Authority and partners recognise the significance of tackling drug and alcohol use to reduce other social harms and to reduce wider health inequalities. Reducing drug and alcohol related harm is a key priority for the partnership and is evident within the local alcohol strategy and crime reduction strategy. The local Alcohol Strategy 2016 -2019 contains four strategic themes:

- Promote safer communities
- Improving health and wellbeing
- Protect children and young people

- Create Capacity

https://shropshire.gov.uk/committee-services/documents/s11713/Alcohol%20Straegy%202016-19.pdf

The Crime Reduction, Community Safety and Drug and Alcohol Strategy 2017 – 2020

Four priority areas identified which the treatment service will support;
- Reducing offending and re-offending
- Supporting vulnerable victims
- Child sexual exploitation
- Alcohol, health and violence

https://shropshire.gov.uk/media/5226/cspda-strategy-shropshire-2017-20.pdf

In the Shropshire Children, Young People and Family Plan 2016 the Children's Trust have identified four key strategic areas:

- Family including Hidden harm
- Transition planning and arrangements
- Emotional mental health and well-being
- Strengthening Families through Early Help

https://www.shropshire.gov.uk/media/6991/childrens-trust-mar17-final.pdf

The Provider will also contribute to the Shropshire Health and Wellbeing Strategy 2016 – 2021 to reduce health inequalities and increase life expectancy. This will be achieved by ensuring equal access, raising standards of provision, working with partners in employment, education and housing, as well as promoting better quality of life through all stages of life.

http://www.shropshiretogether.org.uk/wp-content/uploads/2016/05/FINAL-HWBB-Strategy-2016.pdf

The Authority is committed to achieving social value outcomes through maximising the social, economic and / or environmental impact of all its procurement activity in line with the Public Service (Social Value) Act 2012. Accordingly it is expected delivery of this Specification will contribute to providing social value benefits to individuals, families and the wider community from at least one of the outcomes.

https://shropshire.gov.uk/social-value

4. Population Needs –

Overall, the county of Shropshire is a relatively affluent area and is ranked the 107th most deprived county out of 152 upper tier counties in England (Shropshire was 113th in 2011). In terms of overall deprivation, 4% of Shropshire's population live within the most deprived fifth of areas in England. This figure is up from 2% in 2004 and 3% in 2007.

The Authority's administrative area has one of the lowest rates of problem drug users in the West Midlands when compared against other Local Authorities in the same region. This is partly due to the rural nature of the county. Other rural counties such as Warwickshire, and Worcestershire also have comparable lower rates. However, although rates are low the levels of complexity, pockets of entrenched behaviour, transport issues and limited opportunities within some market towns bring a number of challenges to delivering services. Further challenges are connected to historic relationships between Service Users, the family and extended family networks and intergenerational substance misuse.

Unlike the national trend there has not been a significant decrease in the number of people accessing services for opiates. The Authority's administrative area has a higher proportion of Service Users in long term treatment when compared to other local areas with similar levels of complexity. A key challenge for the Provider will be reducing the number of people in treatment for six years and managing the other health issues that accompany an ageing population, including drug related death COPD and other complexities that can lead to premature death.

Shropshire has also seen a significant decrease in the number of people presenting for alcohol services since 2013. This is not unique to Shropshire, but is of concern and there is a clear need to improve accessibility to alcohol treatment, particularly to meet the needs of women and older age groups.

The numbers of young people who require the Services to be delivered under this Contract are relatively low, however those in treatment tend to stay longer and have multiple and complex needs.

Appendix R provides a summary of the Joint Strategic Needs Assessment and other data in respect of current treatment requirements for adult's and young people.

5. Service Vision: Community based prevention, well-being and recovery

5.1 The future vision for drug and alcohol treatment is outcome and recovery focused. It will be ambitious and characterised by its ability to motivate and support people to achieve both short and longer term goals of recovery, through evidence based and innovative approaches.

5.2 The Provider will adopt a whole system approach with prevention and early intervention being explicit in all service elements. There will be a focus on reducing escalation of problematic substance use and supporting people to make the changes they need to lead purposeful and fulfilling lives.

5.3 The core aim of the delivery of the Service shall be to support positive behaviour change to reduce drug and or alcohol related harm and support full recovery.

5.4 Key to improvement is the family and its role in reducing harm and being supported; to promote resilience to reduce future problematic drug, alcohol and other substance use.

5.5 Whilst the needs of children and young people vulnerable to drug and alcohol related harm are different to those of adults, by commissioning a whole system the Provider will employ a holistic approach to working with the family. This will lead to better integration between children and adult substance misuse services to support safeguarding and improve transitions from children to adult service. Children and young people at risk of harm, either from their own substance misuse or that of their parents or carers, will be prioritised to reduce intergenerational substance misuse.

5.6 The Provider will create an environment where treatment is optimised through appropriate care planning and review, where recovery is focused on individual needs and is at the core of all contacts and interventions. To pursue sustainable recovery, the Provider will need to work with a number of organisations in partnership, such as criminal justice, housing, employment, education and the primary health services.

5.7 The Provider will need to rebalance current activity to ensure clearly identified pathways are agreed, prevention and early intervention becomes more prevalent, and that sustained recovery is supported using the most appropriate treatment options for the individual.

5.8 Self-management and harm reduction services, as the first point of contact, will actively engage Service Users in the system and promote the wider benefits of treatment and recovery. The Provider must manage people efficiently and effectively, minimising delay at all points within the treatment journey, with an emphasis on community based, sustained recovery.

5.9 Service Users and their families will play an important role in developing and delivering services. Their lived experience and recovery can in turn support others to make the changes they need within their lives. Through the durationof this Contract the role of Service Users will be developed from passive recipients of services to mutually equal partners in the recovery process. This will mean services will move from a deficit base system of need to an asset based system of recovery. People will be empowered to identify their own solutions to recovery and co-produce the outcomes they want to achieve alongside the support required to attain them.

5.10 For the purposes of this Specification recovery is defined as the voluntary sustained control over alcohol or drug use that maximises health and well-being. To achieve this the Provider will demonstrate progress across all four domains of social, physical, cultural and human capital:

- Social capital – engaging in positive relationships.
- Physical capital – money and a safe place to live
- Human capital – new skills, improved mental and physical health and a job;
- Cultural capital – values, beliefs and attitudes held by the individual.

Achieving Positive Outcomes

5.11 To achieve both local ambitions to reduce health inequalities and promote better quality of life and deliver on the ambitions of the National Drug Strategy 2017, the Provider will deliver the following outcomes:

- Freedom of dependence on drugs and / or alcohol;
- Prevention of drug related deaths and blood borne viruses;
- A reduction in crime and re-offending;
- Employment and meaningful activity;
- Prevent and reduce homelessness and support access to suitable accommodation
- Improvement in mental and physical health and wellbeing;
- Improved relationships with family members, partners and friends;
- The capacity to be an effective parent

5.12 To monitor delivery of the outcomes a performance management framework has been developed (Appendix J).

6 Service Objectives

6.1 The Provider will operate to achieve the following objectives:

- To enable and support recovery from alcohol and drug dependence.

- To promote and provide brief interventions within frontline services

- To support people to reduce drug and alcohol use with a view to abstinence or to drink within safe limits if this appropriate for the individual.

- To ensure the Services are accessible across the administrative area of the Authority within the county of Shropshire.

- To co-ordinate and deliver a person centred recovery plan ensuring continuity of care throughout the treatment journey.

- To be proactive, re-engaging those who have left service in an unplanned way.

- To reduce drug and alcohol related deaths.

- To reduce drug and alcohol related hospital admissions and readmissions.

- To improve access to mental health services through joint working and agreed pathways to promote the philosophy of 'no wrong door'

- To support and promote the use of the recovery community within the administrative area of the Authority within Shropshire at all stages of the treatment journey.

- To promote and develop peer mentoring and to use this to build recovery in the community.

- To promote and facilitate access to mutual aid as part of the recovery pathway.

- To develop mutual relationships with service users to support future system design and delivery.

- To ensure all interventions are beneficial and where no progress has been made reassess treatment options with the Service User.

- To safeguard children and young people by developing effective partnerships with Early Help and other services.

- To increase the number of families affected by drug and alcohol use supported through universal and targeted services.

- To reduce the number of dependent drinkers who receive medically assisted withdrawal in an in-patient setting who could safely withdraw within the community.

- To reduce the number of unplanned acute alcohol withdrawals.
- To improve the pathway from hospital to community treatment.
- To support people in treatment to access education, training, volunteering to improve employability and longer term sustainable recovery.
- To increase the proportion of people leaving prison and continuing treatment in the community.
- To develop a systematic approach to support and sustain recovery following assisted withdrawal and residential rehabilitation, utilising recovery resources within the community.
- To support the reduction of drug and alcohol related crime through delivery of effective interventions across the criminal justice pathway.
- To improve the health and well-being of family members and carers affected by someone else's substance misuse through providing appropriate levels of support.
- To prevent the transmission of blood borne virus through the completion of Hepatitis B vaccinations and increased screening for Hep C assertively supporting those diagnosed HepC+ to access specialist treatment and providing brief advice around healthy choices for a compromised liver.
- To reduce health inequalities.
- To develop good working relationships with community based statutory and voluntary services to support delivery of the outcomes.
- Develop information sharing protocols to enhance partnership working.
- To comply with the data requirements of the national Drug Treatment Monitoring System providing timely uploads,
- To provide timely performance information as agreed with the Partnership to monitor delivery of the outcomes.
- To work with the Authority and other partners to continually develop and improve the system.
- To innovate the service by using technology and best practice to meet the challenges of future funding

7 Delivering the model

7.1 The Services must be accessible across the administrative area of the Authority and as a minimum, delivered within each of the five market town areas of Shrewsbury, Oswestry, Whitchurch, Ludlow and Bridgnorth.

7.2 All pharmacological, psychosocial, harm reduction and recovery provision should be available in each of these areas.

7.3 As a minimum, there will be at least one late night/weekend opening per month in each area to serve the needs of the local population. The Services should also offer appropriate forms of cover for out of office hours, bank holidays and weekends.

7.4 The Services delivered should be welcoming and non-judgemental with a single point of contact for the entire system to support easy access.

7.5 For young people, access to the Services should be available in premises that are readily accessible and non-stigmatising.

7.6 The Provider shall ensure that the Services are delivered using a person centred approach to meet needs.

7.7 The Provider will offer Service Users and their families a range of preventative support, early intervention, treatment and recovery interventions on an integrated pathway. Services delivered must be ambitious on behalf

of Service Users and illustrate the ability to motivate and support people to attain their short and long term goals of recovery through evidence based behaviour change and innovative ways of working.

7.8 The Provider will support all those who identify problematic use of substances and prevent further escalation of harm.

7.9 A key element of improving access to the Services will be focusing on the needs to those groups who are underrepresented in services. According to the Authority's needs assessment this includes women and older people aged 65 years and over for problematic alcohol use and dependency and those from diverse groups, such as homeless, LGBT and minority communities.

7.10 As part of the wider public health role, the Provider, in delivering a public health service, will embed the key principles of making every contact count into its delivery model to support a holistic approach to improved health and well-being.

7.11 The delivery of the Service will include:

- Person centred, recovery focused and socially inclusive information and advice to all those who approach the Services including partners and key agencies;
- Information to support harm reduction;
- Information for families affected by problematic drug and alcohol use;
- Advice and information to prevent the spread of blood borne virus;
- Information on the treatment options available;
- Support to GPs and other health professionals on patient safety.

7.12 To deliver the Service the Provider will develop pathways and agreed working arrangements across the following areas as a minimum.

- Mental Health Services to ensure the needs of Service Users with a dual diagnosis are appropriately supported according to need, in line with best practice and NICE guidelines.
- Housing support and services
- Children and Young People's services, including but not exclusive to Early Help, Targeted Youth Support, young carers services and child protection.
- GPs outside the shared care scheme.
- Shrewsbury and Telford Hospital based at both Shrewsbury and Telford sites.
- Adult social care for access to residential rehab
- Job Centre Plus
- Police, Courts, National Probation Service, local prisons and Community Rehabilitation Companies (CRC)
- Inpatient assisted withdrawal facilities
- Local pharmacists

7.13 A robust interface will be established with key agencies and organisations in respect of managing problematic drug and alcohol use through a learning and development offer. This offer should include:

- Short training packages to improve understanding of problematic drug and alcohol use, its impact within a health and social context, screening and referral.
- Marketing of the services on offer and how they can be accessed using a range of medias.
- Implementation of brief advice and information sessions to support the wider public health prevention agenda.
- Public health campaigns to heighten awareness of risks associated with problematic drug and alcohol use, smoking and sexual health.

8. Access, Prevention and Early Intervention (Adults)

Eligibility and Access

8.1 The Provider must ensure equal access for all residents within the administrative area of the Authority regardless of any protected characteristics aged 10 years and above, under the Equality Act 2010 or who are mandated through the criminal justice system.

8.2 The Provider will support all residents within the administrative county of Shropshire who:

- Have been assessed as in need of support for problematic illegal drug and alcohol dependency;
- Are high risk and vulnerable of being unsafe;
- Are ready to address their own drug and alcohol issues or who require additional encouragement and motivation;
- Are affected by someone else's drug and alcohol use;
- Who are mandated through the criminal justice system.

8.3 The Provider must provide a non-discriminatory, sensitive service that promotes social inclusion, dignity and respect for all

8.4 Treatment will support individual needs and take account of their parents, carers and significant others affected by someone else's drug or alcohol misuse.

8.5 The Provider will enable self and third party referrals by telephone, letter or direct contact for assessment in order to determine the most appropriate support.

8.6 A single point of access will be provided and should be flexible and responsive to individual needs to support referral, assessment and self-management.

8.7 First impressions are important and the Provider shall ensure that the Service should be welcoming and non-judgemental making available key information about the services on offer and the support available. The ambition for recovery should be visible showing a range of routes through treatment to allow choice and empower people.

8.8 The Provider will embed the public health prevention agenda 'making every contact count' into the Services and shall collaborate with other providers and stakeholders to optimise self-help and early intervention.

8.9 As a minimum, waiting times for interventions and treatment should not exceed the 3 week (21 days) national standards and triage/assessment should be offered within 5 working days of initial referral.

8.10 To improve access, the Provider should offer some flexibility to meet people's needs and should include evenings and weekends.

8.11 The Provider will be responsible for promoting the Services to both the community and other professionals.

Assertive Outreach

8.12 Assertive outreach will be a core component of the early intervention and prevention approach and will underpin all elements of engagement.

8.13 The Provider will:

- Implement approaches that actively seek out those in need of drug and alcohol services and not be reliant on self-referral and third party.
- Liaise with GPs and other providers to assertively engage with drug users and dependent drinkers.
- Assertively re-engage with Service Users who have disengaged.
- Proactively engage with and provide ongoing treatment for Service Users who are unable to access site-based services, including but not limited to severely dependent drinkers.

Priority Groups

8.13 Priority should be given to those at risk of harming themselves and others, causing harm to their families or friends or to the wider community, and those vulnerable and at serious risk of harm from others. This will include:

- Pregnant women and those with parenting responsibilities (Hidden Harm).
- Victims of domestic abuse.
- Young people aged 18 years and under.

- Criminal justice service users including perpetrators of domestic abuse and violent crime.
- Co-occurring mental health and drug and alcohol issues (Dual Diagnosis).
- Homeless.

Engagement and assessment

8.14 On entry to service all people should be assessed to determine appropriate level of interventions. The process should be a shared or joint collaboration with the Service User and their family or significant others (where appropriate) and owned by them.

8.15 A comprehensive assessment of risks and disengagement will be completed and include risks posed by less frequent face to face contact to ensure treatment supports their goals of recovery.

8.16 Assessment must take a whole family approach, addressing hidden harm and in particular addressing the impact of drug and alcohol use on families and children, in line with national guidance and local safeguarding protocols.

8.17 The Provider will use validated screening tools that include assessing the physical, mental health and well-being of the Service User, and use evidence based behaviour change approaches throughout the individuals treatment, support and recovery journey.

8.18 Each Service User should have a named appointed key worker. The Provider should make all effort to ensure there is stability within the key work function, to enable the development of a productive therapeutic relationship.

8.19 The Provider will complete a detailed and personalised recovery plan that will assess resources (internal and external), goals, strategies, options, benefits and risks.

Brief Advice and Early Intervention

8.20 Brief advice and early intervention will be provided to reduce escalation of problematic use following best practice and NICE quality standards. The Provider will give brief opportunistic advice to Service Users to support them to adopt healthier lifestyles.

The Services will provide:

Information and Advice to include:
- Information for families affected by drug and alcohol us.
- Preventing the transmission of blood borne virus.
- Information and advice on service options available.
- Support to GPs and other health professionals on patient care and safety.

Low Intensity Interventions to include:
- Opportunist brief interventions and extended brief interventions.
- Motivational interviewing to support entry to the Services

Reducing Drug Related Deaths

8.21 Reducing drug related deaths is a key priority at the local and national level. The Provider will promote a culture of professional curiosity to reduce drug related deaths through proactive challenge of ongoing harmful and risky use of substances.

8.22 Naloxone will form part of the response to reducing drug related deaths. The Provider will train Service Users, carers/significant others, and other professionals in the use of naloxone.

8.23 The Provider will mitigate the risks of premature death by ensuring all Service Users are aware of the risks associated with custody releases, discharge from residential rehabilitation and medically assisted withdrawal offering provision of Naloxone.

8.24 Adherence to the local Drug Related Death Policy (DRD) will be required, including notifying the Authority at the earliest opportunity of a suspected drug related death. This will be recorded in accordance with the local protocol.

8.25 Any learning and recommendations within the process of a DRD enquiry will form part of an improvement plan and the Provider will act upon it in a timely fashion.

9. Community Services

The Provider will deliver a treatment model that offers Service Users a range of interventions to meet their needs, reduce harm and promotes behaviour change and recovery. Using a phased and layered approach, the Provider will ensure the treatment intervention delivered is effective and goal driven. Treatment should be reviewed and revised if sufficient benefit is not being gained in collaboration with the Service User and their family or significant others.

Harm reduction

9.1 Harm reduction will underpin all aspects of service delivery.

9.2 The Provider will offer a specialist needle and syringe programme that will proactively encourage the promotion of safer injecting, as well as the storage and safe disposal of all equipment.

9.3 Safe disposal of returns will be monitored to ensure the service is operating effectively.

9.4 The needle syringe programme will promote the benefits of screening of Hepatitis C and Hepatitis B vaccinations to those not engaged in services.

9.5 The Provider will offer and encourage the uptake of:

- Hepatitis C (Hep C) screening
- Hepatitis B (Hep B) vaccination programme
- Hepatitis A vaccinations
- HIV screening
- Active TB case findings
- Tetanus immunisation checks and referral.

9.6 To achieve the national ambition to eradicate Hepatitis C by 2030, the Provider will work with secondary services to develop pathways and develop a supportive role in accessing treatment for the first time

9.7 The Provider will build relationships with the Healthy Living Pharmacies and integrated sexual health services to develop the service offer to groups of people who may not traditionally access support.

9.8 The Provider will work with the Drug and Alcohol Action Team (DAAT) and other stakeholders to implement and support the local drug alert process, including membership of the Professional Information Network (PIN).

Flu and health promotion

9.9 The Provider will promote seasonal flu vaccination programmes and promote uptake to those eligible for an NHS flu vaccination.

9.10 The Provider will offer seasonal flu vaccinations to all their staff to in accordance with the Health and Safety at Work Act (HSWA) 1974.

9.11 As part of the holistic approach to health and well-being, the Provider will support and signpost people to other health related services, such as smoking cessation, sexual health and dental treatment.

Recovery planning, care co-ordination and discharge planning.

9.12 The Provider with the Service User and their family (where appropriate), will prepare and implement a structured recovery plan that identifies treatment goals and has a clear route of progression.

9.13 On completion of treatment goals the Provider with the Service User will develop and implement a discharge plan that will identify a range of provision to sustain recovery in the community. The Provider will work closely with other providers and organisations, including public health's social prescribing model to ensure a smooth transition from any part of the pathway into the community.

9.14 Recovery Plans will be reviewed as a minimum, on a quarterly (3 monthly) basis and revised to meet changing treatment needs accordingly.

9.15 Provision will include access to therapeutic support, self-help, employment, education and training, leisure activities and appropriate housing.

9.16 Family support can play a positive role in the engagement and successful completion of treatment. Provider Staff should promote the benefits of family involvement in the recovery plan and where appropriate encourage consent to be given

Structured Treatment and Support

Those identified as drug and /or alcohol dependent will require a range of structured treatment provision and should be actively encouraged to engage with interventions to support their recovery including (but not exclusively):

Psychosocial Interventions.

9.17 The Provider will deliver a range of psychosocial interventions in accordance with the evidence base, as either a stand-alone treatment intervention or part of a wider programme of recovery care.

Clinical Interventions.

9.18 A range of pharmacological interventions will be used to enhance and support active recovery for people with opioid and alcohol dependency and should be used as part of a comprehensive package of psychosocial and recovery interventions.

9.19 To comply with the Care Quality Commission (CQC), safeguard quality and clinical assurance, the Provider will have an appropriate infrastructure in place to support clinical leadership, to ensure provision can respond appropriately to new clinical guidance, policies and protocols.

9.20 As clinical lead within drug and alcohol services, the Provider will develop strong working relationships with local GPs to influence appropriate pharmacological interventions to meet individual need, including ongoing prescribing as part of a relapse /prevention strategy to sustain benefits of interventions and recovery.

Medically Assisted Withdrawal

9.21 Community based medically assisted withdrawal should be used for all Service Users where this is appropriate to their severity of dependence, available social support and there is no presence of any physical or psychiatric comorbidity.

9.22 For those whose needs cannot be managed within the community, a medically assisted inpatient withdrawal should be pursued, utilising the contracted service. The Provider will develop good working relationships with the in-patient provider to support the management and co-ordination of inpatient referrals.

Community Rehabilitation.

9.23 Structured day or group work programmes should be available to support sustainable recovery for all Service Users, including those on a DRR or ATR.

9.24 Structured day programmes should be an integral part of treatment for those completing medically assisted withdrawal whether in the community or in an inpatient facility to ensure there is consolidation of change and ongoing recovery support.

9.25 Structured day programmes should follow best practice and provide a range of activities and support to promote self-resilience. Group work programmes should be determined and focused on need.

Hospital Liaison

9.26 An alcohol liaison nurse service (ALN) will be provided within the Royal Shrewsbury Hospital for patients whose admission is alcohol and/or drug related. Appropriate levels of interventions will be offered to patients who present

or who are on planned and unplanned medical admissions who require interventions for alcohol and /or drug dependency, with the objective of reducing admissions and length of stay

9.27 All in-patients known to the ALN prior to discharge will be reviewed and where appropriate, treatment continued within the community as part of a seamless treatment journey.

9.28 The Provider will work closely with the acute trust to ensure clearly defined care pathways are in place to support timely referrals to service.

9.29 The ALN service will raise awareness to illegal drug and alcohol disorder use and advise hospital staff on admissions and treatment interventions.

Shared Care

9.30 The Provider will work with GPs to build on current shared care arrangements for all Service Users. This will include agreed pathways of care to reduce hospital admissions, referral into specialist provision where required and support continuity of care in primary health setting where appropriate.

9.31 The Provider will work with GP surgeries to increase the capacity of treatment within primary community provision.

9.32 The Provider will chair and organise the bi-annual shared care meetings.

9.33 The Provider will work with the Authority and Clinical Commissioning Group to develop this service in other parts of the county.

Mental Ill Health

9.34 The Provider will adopt the principles of the no wrong door approach as promoted in Better care for people with co-occurring mental health and alcohol/drug use conditions to support people with co-occurring mental health and drug and alcohol problems:

- Proactive, flexible, compassionate and anti-discriminatory;
- Offer rapid assessment and referral to mental health services when appropriate;
- Offer a rapid response to urgent physical and mental health and social care needs, whilst also making plans for longer term support;
- Provide a named lead who will co-ordinate care;
- Promote engagement in meaningful therapeutic relationships;
- Use behavioural change strategies;
- Create a safe environment;
- Work collaboratively with other agencies to meet needs;
- Agree a joint working arrangement.

Residential Rehabilitation

9.35 The Provider will assess and prepare those who will benefit from a residential rehabilitation programme. This must be based on a full comprehensive assessment and form part of an agreed recovery pathway.

9.36 On return to the community, the Provider will continue care co-ordination to provide relapse prevention, pharmacological interventions and structured day programmes to maximise outcomes.

9.37 The Provider will work with the local authority to develop pathways to secure support for residential rehabilitation.

Relapse prevention

9.38 The Provider will need to offer relapse prevention as part of the overall structured intervention, including supporting people to develop the skills to maintain successful treatment outcomes.

9.39 As part of the open access to service the Provider should also ensure there is a clear pathway to support a prompt entry back into treatment following relapse to prevent further harm and maintain recovery gains.

10 Building Recovery

Mutual Aid

10.1 In order to maximise the benefits of treatment the Provider will facilitate access to mutual aid across the administrative area of the Authority. Engagement with mutual aid organisations should form part of service introduction. For Service Users in long term treatment a proactive approach to facilitating mutual aid should be applied and form part of the review process.

10.2 The Provider will work with local mutual aid and the recovery community to ensure all people are offered the opportunity to benefit from mutual aid.

Volunteering and peer mentoring

10.3 Service Users have told us of the benefits of peer support and their desire to volunteer, to give something back. The Provider will promote volunteering and forge links with organisations and associations to support people to develop their skills.

Meadow Place Recovery Community

10.4 The Provider will have access to four living units at Meadow Place, Oswestry. Currently the project provides an intensive structured programme, together with housing support for people committed to recovery to facilitate and consolidate behaviour change. The Provider will maintain the underpinning principles of this recovery resource and continue its evolution with present and past Service Users and the recovery community.

10.5 The facility should be used to foster and develop the recovery community in Shropshire and link to other developing recovery communities.

10.6 The Provider will foster links with housing providers, other statutory housing services, and private landlords to promote smooth transition and move on within a timely manner.

10.7 The Provider will only allow occupancy of the units for a maximum of six months or less to ensure the resource is continually available.

Homeless and Housing support

10.8 The Provider will work with the local authority to implement the Homeless Reduction Act 2017 to maintain homes and tenancies, providing additional treatment support where required to enable people to keep their own homes.

10.9 The Provider shall ensure that the Service shall have sufficient flexibility to respond to the needs of people who are homeless, promoting health and well-being to support better outcomes and working with key partners to reduce the numbers sleeping on the streets.

10.10 Under the provision of the Homeless Reduction Act the Authority has a duty to support anyone who presents as being at threat of homelessness or homeless on the day. The Provider will work with the authority to support the development and implementation of appropriate care plans to improve overall outcomes.

10.11 The Authority is working to reduce homelessness in the county, particularly from the county town of Shrewsbury. The Provider will work with other partners to find a sustainable way to support people who are homeless and have a drug and /or alcohol problem through the HOST project or other initiatives as developed within the lifetime of this contract.

Employability

10.12 The Provider will make employment an integral focus of a person's recovery plan working with a range of agencies to achieve this.

10.13 To support longer term economic stability, the provider will continue to build on the positive working relationship with Job Centre Plus to sustain recovery and to fulfil the mandatory requirements under the benefit system.

10.14 The Provider will support the development and implementation of a three-way agreement with the Service User and job centre plus to maximise the benefits available to those proactively engaged in treatment and agree a clear information sharing protocol.

Service User and Family Involvement

10.15 The views of Service Users and family members in the development and delivery of service provision is fundamental to building an asset based system for the future. To develop and deliver this, the Provider will need to foster the principles of co-production to improve outcomes. Working with the Authority the Provider, for the duration of this Contract, will support the development of a system of engagement and co-production.

10.16 This will mean involving Service Users and their family and friends in the planning, developing and evaluation of the Services and considering proposals for changes in the way the Services are provided to ensure they genuinely respond to needs.

10.17 A Charter of Service User Rights and Responsibilities should be developed and adhered to by all Provider Staff and be clearly displayed in all waiting rooms.

11 Safeguarding

11. 1 Children and young people should be at the heart of the system and the Provider should be proactive in working with Children and Family Services. The Provider will be competent in the assessment and management of safeguarding issues for both adults and young people.

Children and Young People Safeguarding

11.2 Building on the partnership work to date, the Provider will develop positive working relationships with children and family services from Early Help through to Child Protection to ensure the needs of children and young people are met appropriately.

11.3 As part of the learning and development offer, the Provider will work with the local children and family services to establish a communications framework for raising awareness to the Services, referral pathways and joint case management under the local Joint Working Protocol.

11.4 As part of the Shropshire Children's Safeguarding Board requirements, all Provider Staff working with families under the statutory duty of care of the Authority, will be expected to attend all meetings as required and share information in accordance with the local Joint Working Protocol to protect children and young people from harm.

11.5 The Provider shall adheres to the Shropshire Children's Safeguarding Board protocols. This will include the active engagement of specialist input into multi-agency review meetings as required; and will include:

- assessments,
- initial case conferences,
- core groups
- case conference meetings.
- practitioners will also be required to attend and provide any reports as required within the process to ensure the best outcomes for the child.

11.6 All Provider Staff should be trained and fully competent in safeguarding and familiar with local safeguarding processes. It is a requirement of the Authority all staff undertake the Shropshire Safeguarding Children's Board training.

11.7 The Provider will ensure there is a dedicated lead, appropriately qualified, who will oversee the management of cases where children are on a child protection plan and identified as the main point of contact for children and family services.

Hidden Harm

11.8 People identified within the system with parental responsibility should be assessed and managed using the framework of the Joint Working Protocol between Substance Misuse and Children and Family services.

11.9 To improve outcomes for children affected by parental substance use and ensure their needs are appropriately met, the Provider will need to build effective working relationships with the range of children and family services to secure the prevention of further harm, breaking the cycle of intergenerational future problematic drug and alcohol use. To support this ambition the Provider will deliver:

- A single point of contact within the service which will exchange information to support better outcomes for the child, and provide advice and information;
- Support the information sharing process within multi-agency locality meeting;
- Attend and provide information on levels of risk and protective factors within the family unit in respect of problematic substance use.Prioritise referrals received from children and family services for comprehensive assessment. As a minimum all referrals should be triaged and assessed within five working days. Information on the outcome of assessment and treatment options should be shared with children and family services with consent. Where no consent is given the Provider's Staff should apply the principles of information sharing as outlined in the SSCB procedure's

11.10 Provider Staff should be competent to professionally challenge parents on the needs of their family, assessing risks to support timely referrals to Early Help, Children and Family services and other organisations who can support the family, as part of the agreed recovery plan.

11.11 All cases where there is a 'Child in Need' or 'Child Protect Plan' in situ should be internally monitored against the impact of the treatment intervention and regularity of support appropriate to the safeguarding risks posed.

11.12 The Provider should undertake periodic audits to ensure under S47 of the Children's Act 1989 and Section 11 of the Children's Act 2004 all functions are discharged having regard for the need to safeguard and promote the welfare of the child.

Adults Safeguarding

11.13 The Provider will be familiar with the West Midland Adult Safeguarding processes and protocol to support the safeguarding of adults within the administrative area of the Authority within Shropshire.

11.14 Relationships should be built with the Adult Safeguarding team to form working arrangements for the safeguarding of adults in service/

11.15 All Provider Staff should be competent in recognising and managing issues in respect of vulnerable adults, whether as a user of services or their carer/family member.

11.16 All Provider Staff should be confident in assessing adult safeguarding risks.

11.17 The Provider will establish a good working relationship with the Harm Assessment Unit Cto ensure there is a clear pathway into services for those who need them.

12 Young people's substance misuse services

12.1 Young People's specialist services should be readily available for those whose functioning is seriously impaired by substance use. Following best practice and the evidence base, this element of the Services should provide a range of psychosocial, medical and specialist harm reduction provision. Key to effective delivery is the interface with targeted and universal services. The Provider will be closely aligned to the wider children and young people's system providing specialist support to those whose needs cannot be met in universal or targeted support.

Eligibility

12.2 The Service will be available to all those who reside in the administrative county of Shropshire, up to and including 18 years of age, whose substance use is at a problematic level and is disrupting functioning, potentially causing longer term harm.

Priority Groups

12.3 Priority should be given to those young people who are at risk of harming themselves or others and have multiple vulnerabilities and complex needs including (but not exclusively):

- Affected by parental drug and alcohol dependency,
- Young offenders
- Emotional and mental health conditions
- Looked after Children
- Excluded from School
- Teenage Parents
- County Lines association

Access and Inclusion

12.4 The young person will receive a comprehensive assessment that will determine the level of support required and provided.

12.5 Research has found few young people will present to services dependent on a substance, therefore the time spent in treatment should reflect the level of problematic use and not the wider complexities or vulnerabilities the young person may continue to have once their substance is under control.

12.6 The Provider will deliver an assertive outreach based service that meets young people in venues, including the home that is convenient and safe. In public community spaces, the venue should be risked assessed to meets health and safety requirements for both the young person and member of staff, and the young person's confidentiality is not compromised.

12.7 Referrals can be accepted from a range of sources including self-referral. The Provider will develop good working relationships with a range of universal, targeted and other specialist services to ensure there are no barriers to access.

12.8 The Provider will work collaboratively with any other agencies involved with the young person or the family to maximise positive outcomes. Where appropriate engage in Early Help multi-agency, multi-disciplinary team activity to support the Strengthening families programme to improve outcomes for the whole family where drugs and alcohol issues are an issue.

12.9 The Provider will offer a central point of referral that will include traditional methods of contact such as drop-ins as well as new methods incorporating social media and platforms in which young people communicate.

Care Planning and Co-ordination

12.10 Problematic drug and or alcohol use in young people is rarely in isolation from other vulnerabilities and complexities. The Provider will support Early Help, Targeted Youth Support, Strengthening Families, 0-25 Service and other statutory Children and Family Services to develop and deliver a care plan that meets needs and concludes in positive outcomes.

12.11 All young people will be comprehensively assessed to identify their needs. When the young person is presenting with severe mental health needs (psychosis) they will be referred to the young person's secondary mental health service.

Following a comprehensive assessment of substance use the Provider, in collaboration with the young person, and their family (where appropriate), will develop a care plan that covers substance use, psychosocial, physical and social functioning.

12.12 Parents and guardians should be involved in decisions about care in accordance with best practice for young people 16 years and under. Best practice suggests young people have better outcomes when there is a whole family approach and parent carers are involved in their care. Provider Staff should promote the benefits of family involvement in the recovery plan and where appropriate encourage consent.

12.13 To support behaviour change, parents carers and significant others the Provider will signpost to family support services within the community. This will be offered whether or not the young person is accessing services.

12.14 All young people will be comprehensively assessed within five working days from referral. Within five working days of the initial referral all young people will have a care plan that optimises recovery and have received their first intervention.

13 Support for carers and significant others affected by someone else's drug and alcohol use

13.1 The impact of drug and alcohol misuse on the family unit is well documented. Family members have a right to a community care assessment and support in their own right (The Care Act, 2014).

13.2 The Provider will establish an agreed pathway to access Carers Assessments with the Authority.

13.3 The Provider will proactively identify family members and carers eligible for a Carers Assessment, this includes young carers.

13.4 When a young carer has been identified within a family the Provider will follow the Joint Working Protocol procedure. If there are no additional child safeguarding issues the Provider will make a referral to Early Help to ensure the young person receives appropriate support.

13.5 The Provider will use promotional materials to encourage families and carers to access information and support.

13.6 Written information on drug and alcohol misuse and its management, including how families and carers can support the Service User will be made available and widely publicised.

13.7 Guided self-help will be made available including facilitating contact with local support groups.

13.8 Where carers and family members have not benefitted from guided self-help, the Provider shall offer a five week programme of support that explores sources of stress and offers information and advice on coping strategies and behaviours.

14 Criminal Justice Pathway

14.1 Utilising the functions of the Drug Interventions Programme the provider will offer advice, information, triage, assessment, including the Required Assessment (RA) provisions (Drugs Act 2005) to all those identified within the designated custody suite for Shropshire.

14.2 Using a validated screening tool, the Provider will prioritise criminal justice clients and triage /assessment within 1 working day of initial referral from the custody block and a second appointment offered within 3 working days of triage /assessment.

14.3 The Provider will work in partnership with the National Probation Service (NPS) and Community Rehabilitation Company (CRC) to deliver effective treatment interventions to support the substance misuse element of the Drug Rehabilitation Requirements (DRR) and Alcohol Treatment Requirements (ATR) orders.

14.4 To support smooth transition from prison to the community the Provider will work with the local prisons to improve referrals and engagement in services.

14.5 All Service Users identified through the criminal justice system will be given the opportunity to engage in treatment at the earliest opportunity.

14.6 The Provider will become an integral part of the Integrated Offender Management service in Shropshire supporting delivery of appropriate drug and alcohol treatment interventions (DRRs and ATRs) as part of co-located team.

14.7 To achieve continuity of care between community and custody the Provider should establish a single point of contact.

14.8 The Provider will deliver outreach Services to designated magistrate's court for Shropshire working with colleagues in Telford and Wrekin to optimise delivery.

14.9 The Provider will promote the use of ATRs and DRRs as part of community sentencing through awareness raising and training to magistrates.

15. Quality Governance

15.1 The Provider must produce a governance framework that demonstrates how they promote quality and safety of care within the system. This framework should cover both clinicians and practitioners and should include:

- Roles, responsibilities and accountability.
- Dealing with serious and untoward incidents, including support to drug related death enquiries, and policies to deal with needle stick injuries in the community.
- Clinical Audit
- Clinical and Cost effectiveness
- Patient focus
- Safety.
- Workforce competency
-

15. 2 The Provider will demonstrate how, through its policies and procedures, it shall manage and mitigate risks, both reactively and proactively should a near miss or serious incident occur.

Achieving Quality

15.3 Delivering effective quality treatment that promotes recovery needs to be underpinned by the evidence base. The Provider will demonstrate how itwill contribute to the achievement of national and local priorities and targets using the best evidence available and adhering to NICE guidance and quality standards (stated below).

15.4 The Provider is required to meet the minimum standards of the following guidance, wherever a service schedule indicates the function listed is part of that service.

- Care Quality Commission (CQC) Essential Standards for Quality and Safety December 2010
- QuADS (Quality in Alcohol and Drug Services): Alcohol Concern, 1999
- Clinical governance in drug treatment: A good practice guide for providers and commissioners, 2009 (NTA)
- 'Models of Care' (National Treatment Agency, 2002 and 2006)
- Drug Misuse and Dependence UK Guidelines on Clinical Management (DH2017)
- DH 2003 NHS Code of Practice on Confidentiality
- DH 2004 Standards for Better Health (updated 2006)
- All relevant DH NICE Guidelines

15.5 The Provider will comply with all relevant legislation, regulations, statutory circulars and National Quality requirements in so far as they are applicable to the Services.

15.6 The Provider will have robust processes for assessing, implementing and monitoring NICE technology appraisals, guidance and interventional procedures as appropriate. Outcomes of any non-compliance are to be made available to the Authority with an appropriate action plan and timelines for compliance as part of contract monitoring.

Complaints and Compliments

15.7 The Provider will have a clear and written complaints procedure in place which complies with both Local Authority and NHS standards. It will be made available to Service Users and their friends and family at commencement of engagement with the Service.

15.8 The Provider will keep a complaints and compliments log that provides details of feedback of service delivery. Complaint investigations and supporting documentation should be located within the complaints and compliments log. The outcome of complaints investigation should be clearly logged, including any action taken.

15.9 Where a Service User or their friend or family member has a complaint or concern about the Services offered the Provider will make efforts to address the issue as soon as possible at the local level. If the issue is not resolved to the satisfaction of the Service User or their friend or family member there should be an open and transparent process to escalate the complaint to a higher level within the organisation, informing the Authority of this action.

15.10 A quarterly collated report of all compliments and complaints and resulting actions taken will form part of contract monitoring.

15.11 The Provider must also give the complainant the opportunity to direct their grievance to the Authority as the commissioning body. All promotional material in connection with compliments and complaints should reference the right of the Service User to complain to the Authority once the Providers own processes have been exhausted. In the event the complaint is not resolved by the Authority it will be passed to the Local Government ombudsman.

15.12 Service Users and their families/significant others should be directed to the Authority's webpage

https://shropshire.gov.uk/feedback

15.13 The Provider is also required to note on their complaints and compliments log any organisational learning arising from the complaint.

15.14 The Provider should also have a process for handling staff complaints and all staff should be confident to use it..

15.15 A whistle blowing policy should be in place and all staff should be familiar with the process.

16 Workforce including volunteers and peer support

16.1 The ability to build an effective therapeutic relationship is essential if the ambitions of recovery are to be achieved. To do this all staff need to be competent and able to demonstrate they are appropriately qualified to undertake the roles they do.

16.2 All staff, paid or unpaid should have access to regular supervision, support, training and an annual appraisal.

16.3 The Provider will put a structure in place to support volunteer development, understand boundaries, levels of responsibility and sustained recovery.

16.4 The Provider will ensure all staff are appropriately qualified to undertake their role and provision is in place for training updates where necessary. As a minimum all key work staff should be qualified to Level 3 Award in Working with Substance Misuse or similar with certified competencies mapped against the DANOS standards or working towards them and completing within 12 months of induction.

16.5 All Staff should be competent in:

- Comprehensive assessment
- Person centred care planning treatment and recovery planning
- Motivating Change
- Safeguarding
- Risk assessment
- Relapse prevention
- Harm reduction
- Psychosocial interventions
- Making Every Contact Count

16.6 It is a mandatory requirement all Staff are trained in local children and safeguarding procedures and have undertaken the minimum training required by the Shropshire Safeguarding Children's Board and Keeping Adults Safe in Shropshire Board (KASiSB).

Shropshire Safeguarding Children's Board
http://westmidlands.procedures.org.uk/

Shropshire Adult Safeguarding http://www.keepingadultssafeinshropshire.org.uk/media/1082/safeguarding-process-in-shropshire-guidance.pdf

16.7 All Staff should be familiar and able to apply the legal framework for mental ill health (Mental Health Act 1983, amended 1995 and 2007, the Mental Capacity Act 2005).

16.8 All Staff should be familiar and able to apply the legal framework for safeguarding children, Children Act 1989, Section 10 of the Children Act 2004 and Working Together 2015.

16.9 The Provider will need to ensure all clinicians have appropriate competencies and are qualified to work within the field.

16.10 There should be an appropriate skill mix in place that includes the appropriate number of clinical staff and social workers to deliver the service and adhere to clinical standards and safeguarding.

16.11 The Provider will be responsible for ensuring all staff that require professional registration have the mechanisms in place to maintain their registration.

16.12 To maintain quality of delivery and good practice the Provider will ensure all employees have in place an individual personal development plan, which is reviewed every 12 months.

16.13 All Staff should be encouraged to attend appropriate education and training programmes to maintain their level of competency and comply with their professional body requirements.

16.14 All Staff who have professional qualifications should operate within their scope of competency, their professional body's standards, regulations and codes of conduct.

16.15 The Provider will have in place an induction programme and ensure all staff undergo the process.

16.16 The Provider will have workforce and training plans in place relevant to the management of the misuse of substances that is reviewed and amended annually.

16.17 Professional leadership will be provided.

16.18 The Provider will put in an appropriate management structure delivered by staff suitably qualified in leadership and / or with extensive managerial experience to lead the Service.

16.19 The Provider will have in place appropriate human resource policies to manage short and long term absences, discipline and capability issues. These policies will be made available to the Authority including any revisions.

16.20 The Provider will ensure all of its Staff are able to provide a 'making every contact count' brief intervention on lifestyle behaviours to promote good health and well-being.

17. Service Criteria

Scope

17.1 The following activities will form part of this Specification:

- All clinical and psychosocial drug and alcohol community services for adults 18+
- Hospital Liaison
- Recovery services
- Service user development
- Meadow Place community recovery service
- Young people's substance misuse services for under 18 years
- Co-ordination of shared care for drugs and alcohol
- Tier 3 Needle Exchange

Services not in scope

17.2 The following services are not part of this Specification:

- Inpatient assisted withdrawal.
- Pharmacy based needle exchange provision.
- Residential Rehabilitation

17.3 Residential rehabilitation is currently spot purchased by the Authority. The Authority reserve the right to discuss how the management of residential rehabilitation will be undertaken in the future with the Provider.

Exclusions

17.4 The Provider will have a clear policy on excluding people from treatment. The policy will describe circumstances in which the Services may be withdrawn and ensures that appropriate risk management processes are contained within.

17.5 Where circumstances involve violent or highly aggressive behaviour the Provider should be satisfied that the level of risk has reduced to manageable levels, before offering the Service User continued support.

18. Data Management and Information Sharing

18.1 All provision of drug and alcohol treatment and associated interventions are required to be reported onto the national data management site maintained by the National Drug Treatment Monitoring system (NDTMs).

18.2 The Provider must be open about information stored about an individual and must follow good information sharing principles (including consent to NDTMS and a local data sharing protocol) and all relevant guidance further to the Data Protection Legislation.

18.3 The Provider must have a clear confidentiality and data handling policy, which is understood by all members of its Staff. The purpose of this policy is to prevent Service User details being inappropriately disclosed when consent is not given. The policy should be presented and clearly explained to the Service User, both verbally and in written form before assessment for treatment begins. The policy may be outlined in the form of a simple leaflet and / or notice displayed within the waiting area for treatment.

18.4 Circumstances of information sharing and when confidentiality may be breached must be explained to Service Users on entry to the Services.

18.5 The Provider will develop clear and robust information sharing protocols with relevant partner agencies across the county. This will ensure the development of good working relationships with relevant partners and make the transfer of client information easier and safer to facilitate optimal treatment gains and recovery for service users. Agreed protocols must be in place by the Service Commencement Date

19. Performance Expectations and Targets

19.1 The purpose of this Specification is to drive up quality and performance to realise the ambitions of the National Drug Strategy and deliver the outcomes of the Public health Outcome Framework.

19.2 The Provider will adhere to the quality outcomes set out in Appendix C

19.3 Performance targets will be set and reviewed on an annual basis by the Authority in negotiation with the Provider.

19.4 Targets will be calculated on the basis of existing data and evidenced where possible. Where this is not available, an initial period of benchmarking will be undertaken followed by target setting with the Provider.

Applicable Service Standards

NICE Quality Standard 11 Alcohol

S1. Health and social care staff receive alcohol awareness training that promotes respectful, non-judgmental care of people who misuse alcohol.

S2. Health and social care staff opportunistically carry out screening and brief interventions for hazardous and harmful drinking as an integral part of practice.

S3. People who may benefit from specialist assessment or treatment for alcohol misuse are offered referral to specialist alcohol services and are able to access specialist alcohol treatment.

S4. People accessing specialist alcohol services receive assessments and interventions delivered by appropriately trained and competent specialist staff.

S5. Adults accessing specialist alcohol services for alcohol misuse receive a comprehensive assessment that includes the use of validated measures.

S6. Children and young people accessing specialist services for alcohol use receive a comprehensive assessment that includes the use of validated measures.

S7. Families and Carers of people who misuse alcohol have their own needs identified, including those associated with risk of harm, and are offered information and support.

S8. People needing medically assisted alcohol withdrawal are offered treatment within the setting most appropriate to their age, the severity of alcohol dependence, their social support and the presence of any physical or psychiatric comorbidity.

S9. People needing medically assisted alcohol withdrawal receive medication using drug regimens appropriate to the setting in which the withdrawal is managed in accordance with NICE guidance.

S10. People with suspected, or at high risk of developing, Wernicke's encephalopathy are offered thiamine in accordance with NICE guidance.

S11. Adults who misuse alcohol are offered evidence-based psychological interventions, and those with alcohol dependence that is moderate or severe can in addition access relapse prevention medication in accordance with NICE guidance.

S12. Children and young people accessing specialist services for alcohol use are offered individual cognitive behavioural therapy, or if they have significant comorbidities or limited social support, a multicomponent programme of care including family or systems therapy.

S13. People receiving specialist treatment for alcohol misuse have regular treatment outcome reviews, which are used to plan subsequent care.

NICE Quality Standard 23 (Drugs)

S1. People who inject drugs have access to needle and syringe programmes in accordance with NICE guidance.

S2. People in drug treatment are offered a comprehensive assessment.

S3. Families and Carers of people with drug use disorders are offered an assessment of their needs.

S4. People accessing drug treatment services are offered testing and referral for treatment for Hepatitis B, Hepatitis C and HIV and vaccination for hepatitis B.

S5. People in drug treatment are given information and advice about the following treatment options: harm-reduction, maintenance, detoxification and abstinence.

S6. People in drug treatment are offered appropriate psychosocial interventions by their keyworker.

S7. People in drug treatment are offered support to access services that promote recovery and reintegration including housing, education, employment, personal finance, healthcare and mutual aid.

S8. People in drug treatment are offered appropriate formal psychosocial interventions and/or psychological treatments.

S9. People who have achieved abstinence are offered continued treatment or support for at least 6 months.

S10. People in drug treatment are given information and advice on the NICE eligibility criteria for residential rehabilitative treatment.

Applicable local standards

Waiting times for community interventions and structured treatment should not exceed the 3 week national standards and triage /assessment should be offered within 5 working days of initial referral.

Criminal justice clients should be prioritised within the overall system and receive triage /assessment within 1 working day of initial referral/identification and second appointment within 3 working days of triage /assessment.

The following are the minimum required standards that the Provider is required to meet wherever a service schedule indicates that the function listed is part of that service.

- Care Quality Commission (CQC) Essential Standards for Quality and Safety December 2010
- QuADS (Quality in Alcohol and Drug Services): *Alcohol Concern*, 1999
- Clinical governance in drug treatment: A good practice guide for providers and commissioners, 2009 (NTA)
- 'Models of Care' (*National Treatment Agency, 2002 and 2006)*
- Drug Misuse and Dependence UK Guidelines on Clinical Management, 2007 (DH)
- DH 2003 NHS Code of Practice: Confidentiality
- DH 2004 Standards for Better Health (updated 2006)
- DH NICE CG51, CG52, CG100, CG115, CG120, PH52 and TA325 Guidelines

Without prejudice to Clause B7 (Staff), to deliver a quality recovery focused agenda staff need to be competent and able to demonstrate they are appropriately qualified to undertake the roles they do. It is expected to achieve this, the Provider will ensure:

- All Staff are appropriately qualified to undertake their role and provision is in place for training updates where necessary.
- To maintain quality of delivery and good practice all employees should have in place an individual personal development plan, which is reviewed every 12 months.
- Staff attend appropriate education and training programmes to maintain their level of competency and comply with their professional body requirements.
- All Staff have the relevant professional qualifications and operate within their scope of competency, their professional body's standards, regulations and codes of conduct.
- All Staff undergo an induction process.
- Workforce and Training Plan are in place relevant to substance misuse that is reviewed and amended annually.
- Appropriate skill mix is in place, or plans in place to improve skill mix.
- Professional leadership is provided.
- An appropriate management structure is in place that supports service delivery and development.
- Staff work to their employing organisational policies.

The Provider will be responsible for ensuring all Staff that require professional registration maintain their registration for the duration of this Contract.

The Provider will have in place appropriate Human Resource policies to manage short and long term absences, discipline and capability policies.

20. Location of Provider Premises

20.1 The Provider shall provide suitable premises within the five market town areas of Shrewsbury, Oswestry, Whitchurch, Ludlow and Bridgnorth for the delivery of the Services in accordance with the terms of this Contract

20.2 The Parties acknowledge that the Provider may during the Term make alternative arrangements for the Provider's Premises provided that:
(i) the alternative premises remain located within each of the five market town areas of Shrewsbury, Oswestry, Whitchurch, Ludlow and Bridgnorth.; and
(ii) the Provider continues to be responsible for the costs associated with Provider's Premises; and
(iii) any proposed change in location of premises by the Provider is subject to agreement by the Authority; and
iv) the Provider adheres to any consultation process that the Authority requires to be carried out prior to re-location of such premises.

21. Required Insurances

The Provider (and its Sub-Contractors, agents or consultants) shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Provider arising out of the Provider's performance of this Contract, including death or personal injury, loss of or damage to property or any other loss and unless otherwise agreed in writing by the Authority, such policy or policies of insurance shall be:
1) Public Liability Insurance providing a minimum indemnity cover of £5,000,000.00 (Five Million Pounds) for each and every event;
2)Employers (Compulsory) Liability Insurance providing a minimum indemnity cover of £5,000,000.00 (Five Million Pounds) for each and every event;
3) (if appropriate and requested in writing) Product Liability Insurance providing a minimum indemnity cover of £2,000,000.00 (Two Million Pounds) for each and every event;
4)Professional Indemnity Insurance providing a minimum indemnity cover of £7,000,000.00 (Seven Million Pounds) for each and every event;and
5) medical mal practice insurance providing a minimum indemnity cover of £5,000,000.00 (Five Million Pounds) for each and every event

Such insurance shall be maintained in accordance with the terms of clause B29

APPENDIX B

CONDITIONS PRECEDENT

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

2. Provide the Authority with a copy of the Provider's Employers (Compulsory) Liability Insurance Certificate evidencing a minimum cover of £5,000,000 per event.

3. Provide the Authority with a copy of the Provider's Public Liability Insurance Certificate evidencing a minimum cover of £5,000,000 per event.

4 Provide the Authority with a copy of the Provider's Professional Indemnity Insurance evidencing a minimum cover of £7,000,000 per event.

5 Provide the Authority with a copy of the Provider's medical mal practice insurance evidencing a minimum cover of £5,000,000 per event.

6. The Provider shall provide assurance that good information governance practices are being maintained and must demonstrate, and will allow the Authority to audit, that the Provider (and all Sub-contractors processing Service User information) meets or exceeds the NHS Data Security and Protection Toolkit standards required for their organisation type.
7. Provide the Authority with evidence that it has in place leases or licences to occupy and/or ownership of the freehold of the Premises to enable it to deliver the Services prior to the Service Commencement Date
8. [a copy of the/each Direction Letter]
9. [Local Government Pension Scheme Admission Agreement]

:

APPENDIX C

QUALITY OUTCOMES INDICATORS

The Provider must provide the services to the Authority in accordance with the terms of this specification and quality standards promoted by NICE (Appendix C). In addition to this we will be requesting a number of reports on specific aspects of the service as detailed below:

Report	Frequency	Detail
Safeguarding report	Quarterly	• Number of adults in service whose children/significant other has a safeguarding plan (CIN or CPP). • Number of referrals made to children's services (Early help or safeguarding) and proportion accepted. • Number of case conferences invited and attended • Number of written reports for conferences provided.
Workforce information	Quarterly	•Staff employed (job title, hours worked [i.e. full time, part time], and salary grade). • Mentors and volunteers (numbers, hours worked and roles undertaken) • Sickness, absence and vacancy rates
Audits	Annually	Programme of annual audits in line with quality and safety issues, which will be discussed and agreed with the Authority and findings shared for future developments.
Drug Related Death	Annually	Annual report of the number of drug related deaths including any learning and practice change
	Quarterly	• Death of service user reported using drug related death protocol. • Serious incident/near miss
Complaints	Quarterly	Number of complaints received and outcome.
Quality and Clinical Assurances	Annually	A full report on how the provider is complying with all quality assurance and clinical governance expectations, including compliance with Care Quality Commission registration
Exception reports	Monthly	Service Users waiting more than 3 weeks for a treatment intervention.
	As applicable	Patient safety reports including CQC
Risk Register	Quarterly	As part of contract monitoring report
Serious Incident reporting	Quarterly or as applicable	As part of contract monitoring report
Health and Safety reports	Quarterly	As part of contract monitoring report

All communication with the Authority and associated staff should be open and transparent.

APPENDIX D

SERVICE USER, CARER AND STAFF SURVEYS

The Provider will ensure as a minimum an annual survey is carried out to elicit the views of Service Users, Carers, significant other and Staff to support ongoing development of the Service.

The findings of that survey will be reported to the Authority no later than the 31 January of each year to inform forward planning.

At times surveys/ consultations may be required to elicit views on new policy / guidance from either local or national government. The Provider will disseminate such opportunities to Staff, Service Users, Carers and others as appropriate.

APPENDIX E

CHARGES

1. The annual contract value for this Contract for the Initial Term shall be £2,295,390 (Two Million, Two Hundred and Ninety Five Thousand, Three Hundred and Ninety Pounds) exc VAT

2. the Charges for any Extension Period shall be agreed between the Parties in accordance with clause B22 (Variations) during the period between the Authority issuing its notice to extend the Contract referred to in clause A3.5 and the commencement of the Extension Period

3. For the avoidance of doubt, should the Parties be unable to agree any amendments to the terms of this Contract or the Charges prior to the commencement of the Extension Period, the Contract shall continue for the Extension Period on the same terms as in place immediately prior to the commencement of the Extension Period and the Charges for any subsequent contract years shall be the same as the Charges for year 3 of the Initial Term. This is without prejudice to either Party's right to refer the matter to the dispute resolution procedure referred to in clause B30 (Dispute Resolution).

APPENDIX F

SAFEGUARDING POLICIES

The Provider will adhere to the following safeguarding policies

a) Safeguarding Children –http://www.safeguardingshropshireschildren.org.uk/scb/index.html and follows the West Mercia Consortium arrangements http://westmerciaconsortium.proceduresonline.com/

b) Joint Working Protocol between Children and Family Services and Substance Misuse Services http://westmidlands.procedures.org.uk/local-content/2AzN/joint-protocol-between-social-care-and-drug-and-alcohol

c) Adult Safeguarding is the West Midlands Protocol http://new.shropshire.gov.uk/media/1978/west-midlands-adult-safeguarding-policy-and-procedures.pdf

APPENDIX G

INCIDENTS REQUIRING REPORTING PROCEDURE

The Provider should adhere to the local Protocol for confidential review process into serious drug misuse incidents

The Provider should notify the Authority within 5 days of a suspected drug related death or where a serious incident has occurred in compliance with the protocol. This will be recorded in accordance with the local protocol.

The Provider will attend the local Drug Related Death Monitoring Group (DRDMG) and participate fully in the process.

Any learning and recommendations within the process of enquiry that fall to the Provider will form part of an improvement plan and the Provider will be expected to act upon it in a timely fashion as agreed with the DRDMG.

The Provider must have in place and maintain policy and procedure for the reporting and investigating of, Serious Incidents, Patient Safety Incidents and non-Service User safety incidents. All findings from such investigations should be implemented and Lessons Learned should be shared to inform future practice. All incidents should be reported through the Contract Review process.

The Provider must notify the Home Office in accordance with the Controlled Drugs Licence of any theft or unaccounted loss of controlled drugs/category 1 precursors.

APPENDIX H

INFORMATION PROVISION

1. To upload drug and alcohol service user information onto the National Drug Treatment Monitoring System (NDTMS) and CJET as required by Public Health England and to be compliant with all policies and processes in accordance with this.

2. To provide monthly data reports as outlined in the data management framework attached

3. To provide to the Authority's Public Health Team treatment data and information on an annual basis for health intelligence purposes and for health needs assessment work to support the production of the Joint Strategic Needs Assessment

The information will include pseudonymised, non-patient identifiable information relating to drug and alcohol treatment of individual clients within the treatment year (from 1st April to the following 31st March). This Information will include the drug and alcohol National Drug Treatment Monitoring System (NDTMS) data set as well as other client level data relating (but not limited to) topic areas including in table below. Client level information regarding age at start of treatment year (1st April), GP practice, and other geographical data derived from a postcode look up file to be sent to Addaction (postcode not included in the file), will also be included. This data will be reported annually.

Topic Areas for Annual Needs Assessment Data Extract
1. Level 2-3 Needle Exchange i.e. "pick and mix"
2. Alcohol Liaison Nurse – relating to referrals and treatment journeys
3. Criminal Justice
4. Adults in Treatment for Drugs
5. Adults in Treatment for Alcohol
6. Young People in Treatment for either Drugs and/or Alcohol
7. Community-based Detoxes
8. Inpatient-based Detoxes
9. Meadow Place – Supported Housing Project
10. Hep B Vaccinations
11. Hep C Testing and Treatment
12. Aftercare programmes
13. Mutual Aid programmes
14. Over-the-counter / Prescription-only Medications
15. Novel Psychoactive Substances
16. Substitute Prescribing
17. Safe guarding
18. Drug Related Deaths
19. Accommodation and Housing Support
20. Dual Diagnosis / Mental Health
21. Parents – children living with them or are looked after
22. Receiving Additional Support from Family and Friends (Informal Carers)
23. Sexual Health Testing

APPENDIX I

TRANSFER OF AND DISCHARGE FROM CARE PROTOCOLS

On discharge from hospital all Service Users in contact with hospital Alcohol Liaison Nurse Service will be transferred (with consent), to the Services for continuation of treatment.

Following an inpatient assisted withdrawal or residential rehabilitation the Provider will provide, as a minimum, three weeks of structured aftercare to support recovery. This should form part of the overall intervention to support the assisted withdrawal.

The Provider will proactively engage with local prison and other criminal justice agencies to identify those in prison treatment requiring continued support and proactively engage with those Service Users recieving the Services within 21 days of their release.

APPENDIX J

SERVICE QUALITY PERFORMANCE REPORT

The Provider will be require to provide a Contract Performance Report 10 working days in advance of the review date.

To provide on a quarterly basis a report on progress towards the performance and quality targets in the performance management framework

The report should include the following items:

a) Performance Management
b) Complaints/Compliments
c) Serious Incidents
d) Finance
e) Service Improvement
f) Staffing including professional registrations and accreditations up to date
g) Health and Safety Compliance
h) Safeguarding
i) Data protection and Information Security
j) Exception reporting

Outcome	Performance Indicator	Data Source	Qtr 4 2017/2018 %	Qtr 4 2018/2019	1st Year End 2019/2020	2nd Year End 2020/2021	3rd Year End 2021/2022
Freedom of dependence from drugs and alcohol	Proportion of all in treatment, who successfully completed and did not represent within 6 months - opiates (PHOF 2.15 i/ii)	DOMES 1.1	6%		7% - 8% range or greater	8.1% – 10% range or greater	10.1 % + range or greater
	Proportionate of all in treatment, who successfully completed treatment and did not represent within 6 months - non opiate (PHOF 2.15 i/ii)	DOMES 1.1	22.5%		27% -36% range or greater	37%- 42% range or greater	43% - 56% range or greater
	Proportionate of all in treatment, who successfully completed treatment and did not	DOMES 1.1	36.5%		40% - 43% range or greater	44%-47% range or greater	47% - 52% range or greater

	represent within 6 months – alcohol (PHOF 2.15 i/ii/iii)						
	% Successful completion as a proportion of all in treatment opiate	DOMES 1.2	4%		6% -7%	8%-10%	10% or greater
	% Successful completion as a proportion of all in treatment non-opiate	DOMES 1.2	30%		31% - 40% range or greater	41% -50% range or greater	51- 60% range or greater
	% Successful completions as a proportion of all in treatment alcohol	DOMES 1.2	35 %		40%- 45% range or greater	45% - 50% range or greater	50% - 55% range or greater
	% who successfully complete and represent within 6 months -opiate	DOMES 1.3	0%		10% -00%	10% -00%	10% -00%
	% who successfully complete and represent within 6 months – non-opiate	DOMES 1.3	0%		10% -00%	10% -00%	10% -00%
	% who successfully complete and represent within 6 months - alcohol	DOMES 1.3	10%		10%-00	10% -00%	10% -00%
	%Proportion reporting using opiates at treatment start who stopped at 6 month review.	TOP	25%		26% -45%	Within the predicted range or higher	Within the predicted range or higher
	No. of service users who had an assessment for assisted withdrawal (Denominator)	Local	Monitoring only				
	Number/Proportion of service users eligible for assisted withdrawal	Local			30%	50%	70%

	who started community detox						
	No. of service users who successfully completed community detox	Local			90%	TBA	TBA
	No. of service users who completed an assisted withdrawal who received a minimum of three weeks recovery support	Local	N/A		50% (first six months) 75% (12 months)	85%	95%
	No. of residential rehab successful completions	Local	N/A		Baseline first year	TBA	TBA
	No. of residential rehabs that did not successfully complete	Local	N/A		Baseline first year	TBA	TBA
Prevention of drug related deaths and blood borne virus	PHOF 2.15 (iv) Deaths from Drug Misuse Proportion of clients accessing treatment who died - opiates	DOMES 2.11	0.6% 4/625		Monitoring only	Monitoring Only	Monitoring only
	No and proportion of all service users eligible for take home naloxone and training information	DOMES 2.9	24	Baseline 649 eligible in treatment 127 not in treatment eligible	25% of eligible 25% not in treatment	50% of eligible 25% not in treatment	75% of eligible 25% not in treatment
	No of Needle Syringe Bins provided	Monitoring only					
	No/% Return from needle exchange	Local	N/A		40%	65%	80%
	% of all clients with no record of completing a course of HBV vaccination as a proportion of all eligible	DOMES 2.6	90% (405/451)		85%	80% or less	70% or less

	clients in treatment at the end of the reporting period						
	% of new presentations who were eligible to be offered a course of Hep B vaccinations and accepted	Partnership Activity 12.2	5.9%		10%	15% or more	20% or more
	% of eligible new presentations who started a course of Hep B vaccinations	Partnership Activity 12.3	19%		75%	80%	85%
	% of eligible new presentations who completed a course of Hep B vaccinations	Partnership Activity 12.3	0%		50%	70%	85%
	No of Clients with no record of a HCV test of all new presentations (lower better)	DOMES 2.7	30.2%		25%	Below National average or less	Below National average or less
	No of clients with positive HCV referred to treatment	DOMES	Monitoring only		Similar or above national average	Similar or above national average	Similar or above national average
	Increase the number of injecting drug users who have stopped injecting at six month review	TOP	60%		38% - 76% within expected range or greater%	Within expected range or greater	Within expected range or greater
A reduction in crime and re-offending	PHOF 2.16 Adults with substance misuse treatment need who successfully engage in community based treatment following release from prison treatment	DOMES 3.3	39.2%		40% -42% or greater	TBA	TBA

	% of successful completions as a proportion of criminal justice clients in treatment - opiates	DOMES 3.3	4.3% (7/161)		6%	National average or more	National average or more
	% of successful completions as a proportion of criminal justice clients in treatment - non-opiates	DOMES 3.3	31.6% (6/19)		36%	National average or more	National average or more
	% of successful completions as a proportion of criminal justice clients in treatment - alcohol	DOMES 3.3	50% (18/36)	0	50% or greater	53% or greater	55% or greater
	% Representation Rates successful completions (CJS) within 6 months (opiates)	DOMES 3.4	20% (1/5)	0	20 or less%	20% or less	20% or less
	No. of Drug Rehabilitation Requirements (DRRS) commenced	Monitoring only					
	No. of DRRs successfully completed	Monitoring only					
	No. of Alcohol Treatment (ATRs) requirements commenced	Monitoring Only					
	No. of ATRs successfully completed Proportion of service users identified through the criminal just system	Monitoring only					
Employment and Meaningful Activity	% of service users with employment/benefit status recorded at assessment	LOCAL	n/a	n/a		TBA	TBA

	% of service users with benefit status recorded who agree to disclosure with JCP.	LOCAL	n/a	n/a		TBA	TBA
	% of clients who enter formal job training/ volunteering and support through the work programme or other	LOCAL	N/A	N/A		TBA	TBA
Prevent and reduce homelessness and support access to suitable accommodation	No of people who identify NFA	TOP			Monitoring only	Monitoring only	Monitoring only
	No. of people receiving housing support	Partnership Activity			Monitoring only	Monitoring only	Monitoring only
Improvement in mental and physical health and wellbeing	Mental health treatment need identified	Partnership Activity Report 14.11			Monitoring only	Monitoring only	Monitoring only
	Mental Health treatment intervention provided	Partnership Activity report			Monitoring only	Monitoring only	Monitoring only
	Reduce the number of alcohol related hospital admissions through A&E	Local	N/A		Minimum 30 admissions avoided	TBA	TBA
	Increase the number of bed days saved following admission within the RSH due to alcohol related harm	Local	N/A	N/A	630 days Or more	TBA	TBA
Improved relationships with family members, partners and friends	No of Carers/ family members provided brief advice	Local			Baseline	TBA	TBA
	No/% of Carers/Family members provided brief advice who require	Local			Baseline	TBA	TBA

	additional support – up to five sessions						
	No. / % of family members who complete additional support successfully	Local			Baseline	TBA	TBA
Capacity to be an effective parent	% of successful completions of service users who live with children as a proportion of all service users in treatment who live with children under the age of 18 years (opiates)	DOMES	3.5% (6/170)		7% or greater	10% or greater	12% or greater
	% of successful completions of service users who live with children as a proportion of all service users in treatment who live with children under the age of 18 years (alcohol)	DOMES	33% (48/145)		43% or greater	National average or more	National average or more
	Proportion of service users living with children successfully completing treatment in the first 6 months of the latest 12 month period and representing within 6 months - opiates	DOMES	0%		10% or less	10% or less	10% or less
	Proportion of service users living with children successfully completing	DOMES	14.8% (4/27)		10% or less	10% or less	10% or less

	treatment in the first 6 months of the latest 12 month period and representing within 6 months - alcohol						
Young people	Waiting times 3 weeks and under	YP Specialist Report	96%		98%	99%	99%
	Planned exits	YP Specialist Report	89%		90%	90%	90%
Service Quality	% of clients waiting three weeks or under to start a treatment intervention all substances	Report Viewer	95%		95%	95%	95%
	% of successful completions all treatment exits	Report Viewer	**2016/2017** 49%		55%	60% Or more	65% Or more
	% of alcohol only clients in treatment	Report Viewer	36%		40%	45%	48%
	% of clients completed or retained in treatment for 12 weeks or more -opiates	DOMES 2.1	97%		97%	97%	97%
	% of clients completed or retained in treatment for 12 weeks or more –non-opiates	DOMES 2.1	85%		85%	90%	90%
	% of clients completed or retained in treatment for 12 weeks or more -alcohol	DOMES 2.1	93%		95%	95%	95%

APPENDIX K

DETAILS OF REVIEW MEETINGS

Contract performance will be managed through quarterly review meetings

The Provider will be require to provide a Contract Performance Report 10 working days in advance of the review date.

As a minimum the Review will cover the following:

a) Performance Management
b) Complaints/Compliments
c) Serious Incidents
d) Finance
e) Service Improvement
f) Staffing including professional registrations and accreditations up to date
g) Health and Safety Compliance
h) Safeguarding
i) Data protection and Information Security
j) Exception reporting

APPENDIX L

AGREED VARIATIONS

APPENDIX M

DISPUTE RESOLUTION

Part 1 of Appendix M – Dispute Resolution Process

1 ESCALATED NEGOTIATION

1.1 Except to the extent that any injunction is sought relating to a matter arising out of clause B36(Confidentiality), if any Dispute arises out of or in connection with this Contract, the Parties must first attempt to settle it by either of them making a written negotiation offer to the other, and during the 15 Business Days following receipt of the first such offer (the "Negotiation Period") each of the Parties shall negotiate in good faith and be represented:

1.1.1 for the first 10 Business Days, by a senior person who where practicable has not had any direct day-to-day involvement in the matter that led to the Dispute and has authority to settle the Dispute; and

1.1.2 for the last 5 Business Days, by its chief executive, director, or board member who has authority to settle the Dispute, provided that no Party in Dispute where practicable shall be represented by the same individual under paragraphs 1.1.1 and 1.1.2.

2 MEDIATION

2.1 If the Parties are unable to settle the Dispute by negotiation, they must within 5 Business Days after the end of the Negotiation Period submit the Dispute to mediation by CEDR or other independent body or organisation agreed between the Parties and set out in Part 2 of this Appendix M.

2.2 The Parties will keep confidential and not use for any collateral or ulterior purpose all information, whether given orally, in writing or otherwise, arising out of or in connection with any mediation, including the fact of any settlement and its terms, save for the fact that the mediation is to take place or has taken place.

2.3 All information, whether oral, in writing or otherwise, arising out of or in connection with any mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever.

3. EXPERT DETERMINATION

3.1 If the Parties are unable to settle the Dispute through mediation, then either Party may give written notice to the other Party within 10 Business Days of closure of the failed mediation of its intention to refer the Dispute to expert determination. The Expert Determination Notice must include a brief statement of the issue or issues which it is desired to refer, the expertise required in the expert, and the solution sought.

3.2 If the Parties have agreed upon the identity of an expert and the expert has confirmed in writing his readiness and willingness to embark upon the expert determination, then that person shall be appointed as the Expert.

3.3 Where the Parties have not agreed upon an expert, or where that person has not confirmed his willingness to act, then either Party may apply to CEDR for the appointment of an expert. The request must be in writing, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously to the other Party. The other Party may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.

3.4 The Party serving the Expert Determination Notice must send to the Expert and to the other Party within 5 Business Days of the appointment of the Expert a statement of its case including a copy of the Expert Determination Notice, the Contract, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies. The statement of case must be confined to the issues raised in the Expert Determination Notice.

3.5 The Party not serving the Expert Determination Notice must reply to the Expert and the other Party within 5 Business Days of receiving the statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.

3.6 The Expert must produce a written decision with reasons within 30 Business Days of receipt of the statement of case referred to in paragraph 1.9, or any longer period as is agreed by the Parties after the Dispute has been referred.

3.7 The Expert will have complete discretion as to how to conduct the expert determination, and will establish the procedure and timetable.

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

3.9 The Expert must decide the matters set out in the Expert Determination Notice, together with any other matters which the Parties and the Expert agree are within the scope of the expert determination. The Expert must send his decision in writing simultaneously to the Parties. Within 5 Business Days following the date of the decision the Parties must provide the Expert and each other with any requests to correct minor clerical errors or ambiguities in the decision. The Expert must correct any minor clerical errors or ambiguities at his discretion within a further 5 Business Days and send any revised decision simultaneously to the Parties.

3.10 The Parties must bear their own costs and expenses incurred in the expert determination and are jointly liable for the costs of the Expert.

3.11 The decision of the Expert is final and binding, except in the case of manifest error, fraud, collusion, bias, or material breach of instructions on the part of the Expert at which point a Party will be permitted to apply to Court for an Order that:

3.11.1 the Expert reconsider his decision (either all of it or part of it); or

3.11.2 the Expert's decision be set aside (either all of it or part of it).

3.12 If a Party does not abide by the Expert's decision the other Party may apply to Court to enforce it.

3.13 All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings.

3.14 The Expert is not liable for anything done or omitted in the discharge or purported discharge of his functions, except in the case of fraud or bad faith, collusion, bias, or material breach of instructions on the part of the Expert.

3.15 The Expert is appointed to determine the Dispute or Disputes between the Parties and his decision may not be relied upon by third parties, to whom he shall have no duty of care.

Part 2 of Appendix M - Nominated Mediation Body
[NOT USED]

Part 3 of Appendix M - Recorded Dispute Resolutions

[To be populated during the term of the Contract as appropriate]

APPENDIX N

SUCCESSION PLAN

At the expiry of the Contract term or other reason for termination in accordance with its terms, whichever occurs first , the Provider will co-operate reasonably with the Authority, other agents of the Authority and successor or Replacement Providers to endeavour to ensure continuity and smooth transfer of the Services to avoid any risk to the health and safety of Service Users, their families and employees.

To provide all information in the Provider's possession to the Authority and/or Replacement Provider as is considered necessary to support a smooth transfer of the Services to the Replacement Provider in a reasonable and timely manner.

To participate in all meetings as are considered necessary and organised by the Authority to support the transfer of Services.

To work with the Authority and other agents of the Authority to endeavour to ensure all aspects of the transfer of the Services are undertaken appropriately.

To work with Public Health England to ensure data transfer fulfils the requirements of National Drug Treatment Monitoring System (NDTMS).

To gain consent from Service Users to transfer data as per the requirements of NDTMS.

Appendix O

Definitions and Interpretation

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

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

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

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

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

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

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

8. The following terms shall have the following meanings:

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

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

Authority Data means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
(a) supplied to the Provider by or on behalf of the Authority or which the Provider is required to generate, process, store or transmit pursuant to this Contract; or
(b) any Personal Data for which the Authority is the Data Controller;

Authority Equipment means the equipment set out in Appendix P

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

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

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

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

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

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

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

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

CEDR means the Centre for Effective Dispute Resolution

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

Commencement Date means ……..

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

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

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

Consents means:

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

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

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

Contract Query means:

(i) a query on the part of the Authority in relation to the performance or non-performance by the Provider of any obligation on its part under this Contract; or

(ii) a query on the part of the Provider in relation to the performance or non-performance by the Authority of any obligation on its part under this Contract,

as appropriate

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

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

CQC Regulations means the Care Quality Commission (Registration) Regulation 2009
Data Controller shall have the meaning given to the term "controller" as set out in Article 4 of the GDPR;

Data Processor shall have the meaning given to the term "processor" as set out in Article 4 of the GDPR;

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy;

Data Subject has the meaning set out in the DPA

DBS means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012

Default means any breach of the obligations of the Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the Provider or the Staff in connection with or in relation to the subject-matter of this Contract and in respect of which the Provider is liable to the Authority

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

Disclosing Party means the Party disclosing Confidential Information

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

DPA means the Data Protection Act 2018

Early Help means taking action to support a child, young person or their family as a problem emerges any stage in a child's life.

Employment Checks means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks

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

Enhanced DBS & Barred List Check means an Enhanced DBS & Barred List Check (child) or Enhanced DBS & Barred List Check (adult) or Enhanced DBS & Barred List Check (child & adult) (as appropriate)

Enhanced DBS & Barred List Check (child) means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's barred list

Enhanced DBS & Barred List Check (adult) means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS adult's barred list

Enhanced DBS & Barred List Check (child & adult) means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's and adult's barred list

Enhanced DBS Check means a disclosure of information comprised in a Standard DBS Check together with any information held locally by police forces that it is reasonably considered might be relevant to the post applied for

Enhanced DBS Position means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), which also meets the criteria set out in the Police Act 1997 (Criminal Records) Regulations 2002 (as amended), and in relation to which an Enhanced DBS Disclosure or an Enhanced DBS & Barred List Check (as appropriate) is permitted

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

Excusing Notice means a notice setting out in reasonable detail the Receiving Party's reasons for believing that a Contract Query is unfounded, or that the matters giving rise to the Contract Query are:

(i) due wholly or partly to an act or omission by the Issuing Party; or

(ii) a direct result of the Receiving Party following the instructions of the Issuing Party; or

(iii) due to circumstances beyond the Receiving Party's reasonable control but which do not constitute an event of Force Majeure

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

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

Expiry Date means either:
a) the date set out in clause A3.2; or
b) the last date of an Extension Period; or
c) 31st March 2026

Extension Period means an additional term following the expiry of the Initial Term to extend the duration of this Contract

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

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

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

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

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

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

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

GDPR means the General Data Protection Regulations

Good Clinical Practice means using standards, practices, methods and procedures conforming to the Law and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider, or a person providing services the same as or similar to the Services, at the time the Services are provided, as applicable

Guidance means any applicable local authority, health or social care guidance, direction or determination (but not including any guidance, direction or determination of the Authority) which the Authority and/or the Provider have a duty to have regard to including any document published under section 73B of the NHS Act 2006

Harm Assessment Unit means the West Mercia Police led unit for assessing risk of vulnerable adults.

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

Indirect Losses means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis

Initial Expiry Date means 31 March 2022

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

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

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

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

Law means:

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

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

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

(iv) National Standards;

(v) Guidance; and

(vi) any applicable industry code

in each case in force in England and Wales

Legal Guardian means an individual who, by legal appointment or by the effect of a written law, is given custody of both the property and the person of one who is unable to manage their own affairs

Lessons Learned means experience derived from provision of the Services, the sharing and implementation of which would be reasonably likely to lead to an improvement in the quality of the Provider's provision of the Services

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

Losses means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, excluding Indirect Losses

Naloxone means a drug used intravenously to reverse the effects of an opioid overdose.

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

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

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

NHS Act 2006 means the National Health Service Act 2006

Option to Extend means the Authority's option to extend the Initial Term by a period of up to a total of four years commencing 1st April 2022

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

Patient Safety Incident means any unintended or unexpected incident that occurs in respect of a Service User that could have led or did lead to, harm to that Service User

Personal Data has the meaning set out in the GDPR

Premises: means the Premises described in Appendix Q

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

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

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

Public Authority means as defined in section 3 of the FOIA

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

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

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

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

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

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

Remedial Action Plan means a plan to rectify a breach of or performance failure under this Contract specifying targets and timescales within which those targets must be achieved

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

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

Required Insurances means the types of policy or policies providing levels of cover as specified in part 21 Appendix A;

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

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

Safeguarding Policies means the Provider's written policies for safeguarding children and adults, as amended from time to time, and as may be appended at Appendix F (*Safeguarding Children and Vulnerable Adults*)
Schedule 1 – means the Schedule of Processing, Personal Data and Data Subjects annexed to each Service Specification

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

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

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

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

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

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

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

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

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

Standard DBS Check means a disclosure of information which contains certain details of an individual's convictions, cautions, reprimands or warnings recorded on police central records and includes both 'spent' and 'unspent' convictions

Standard DBS Position means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) and in relation to which a Standard DBS Check is permitted

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

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

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

Targeted Youth Support means specialist early intervention and prevention service for vulnerable young people aged 11 – 19 years.

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

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

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

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

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

Appendix P

Authority Equipment [please note: this list shall be reviewed and may be subject to change pending award of contract]

1 Terms of transfer

1.1 The Parties agree that risk in the Authority Equipment will transfer immediately on the Commencement Date.

1.2 The Authority does not provide any warranty to the Provider in relation to the Authority Equipment.

Castle View - Oswestry		
Room	**Item**	**Number**
Main Office	Curve Desks	2
	Standard Desks	4
	Pedestal Drawers	6
	Tambour Unit: Small	1
	Tambour Unit (broken lock): Large	1
	Filing Cabinets: 4 Drawers	3
	Filing Cabinet (no bottom drawer): 2 Drawers	1
	Table: Small	1
	Document Filing Cabinet: 10 Drawers	1
	White Board: Large	1
	White Board: Medium	1
	Fridge	1
	Kettle	2
	Microwave	1
	Operational Chairs	6
	Office Chair	1
	Shredder	2
	Electric Heater	1
	Coat Stand	1
Reception Area	Table: Medium	1
	Table: Small	1
	Noticeboard: Large	1
	Soft Chairs	4
	Hard Plastic Chair	1
Group Work Room	Stationary Cupboard: Large	1
	Stationary Cupboard: Small	1
	Filing Cabinet:3 Drawers	1
	Coffee Table	1
	Notice Boards	2
	White Easy Chairs	4
	Plum Easy Chairs (1 torn upholstery)	2
	Black Soft Chairs	3

	Blue Soft Chairs	3
	Flip Chart Stand	1
	Electric Heater	1
Medical Room	Desk with 2 sets built in drawers	1
	Filing Cabinet: 4 Drawers	1
	Notice Board: Medium	1
	Wood Framed Soft Chair	2
	Metal Framed Soft Chair	1
	Standing Fan	1
Large Consulting Room	Bookcase: Large	1
	Pedestal Drawers	1
	Coffee Table: Large	1
	Notice Board	1
	Red Wood Framed Soft Chair	2
	Plum Soft Chair (torn upholstery)	1
	Blue Wood Framed Soft Chair	1
	Beige Wood Framed 2 Seat Sofa	1
Small Consulting Room	Desk with 1 set inbuilt drawers	1
	Pedestal Drawers	1
	Bookcase: Large	1
	Plum Soft Chair	2
	Blue Metal Framed Soft Chair	1
	Beige Wood Framed Soft Chair	1
Corridor	Black Soft Chairs	2
Crown House - Shrewsbury		
Room	**Item**	**Number**
Reception Area	Soft Tub Chair	8
	Round Coffee Table: Small	3
	Operational Chair	2
	Notice Boards	3
	Water Cooler	1
Main Office	Curve Desks	22
	Standard Desks	20
	Pedestal Drawers	37
	Operational Chairs	40
	Desk Partition	24
	Filing Cabinet: 4 Drawers	1
	Filing Cabinet: 3 Drawers	2
	Filing Cabinet: 2 Drawers	1
	Document Filing Cabinet: 15 Drawers (1 with missing drawer)	4
	Document Filing Cabinet: 10 Drawers	7
	Tambour Unit: Large	13
	Tambour Unit: Small	16

	Round Meeting Table	1
	Meeting Table Chairs	4
	Free Standing Screen	2
	Hat Stand	1
	Stationary Cupboard: Large	1
	Stationary Cupboard: Small	1
	Square Table	1
	Bookcase: Large	1
	Bookcase: Medium	1
	Set of Drawers: 3 Drawers	1
	Shredder	1
	Noticeboard: Large	5
	Whiteboard	3
	Water Cooler	1
Kitchen	Microwave	1
	Toaster	1
	Fridge	2
Consulting Room 1	Soft Tub Chair	4
	Coffee Table: Small	1
	White / Notice Board: Large	1
Consulting Room 2	Soft Tub Chair	3
	Coffee Table: Small	1
	White / Notice Board: Large	1
Consulting Room 3	Poaeng Chairs	4
	Soft Tub Chair	1
	Acupunture Bed	1
	Stationary Cupboard: Large	1
	Fan	1
	Radio	1
	Lava Lamps	2
	Water Feature	1
Needle Exchange Room	Desk: Small	1
	Desk Chair	1
	Pedestal Drawers	1
	Soft Tub Chairs	3
	Round Coffee Table: Small	1
	Coffee Table: Small	1
	Stationary Cupboard: Small	1
	White / Notice Board: Large	1
Drs Room	Curved Desk	1
	Desk Chair	1
	Soft Tub Chair	2
	Round Coffee Table: Small	1
	Pedestal Drawers	1

	Electric Heater	1
	White / Notice Board: Large	1
Medical Room 1	Curve Desk	1
	Operational Chair	1
	Pedestal Drawers	1
	Soft Tub Chairs	2
	Stationary Cupboard: Small	1
	White / Notice Board: Large	1
Medical Room 2	Standard Desk	1
	Operational Chair	1
	Soft Chair	1
	White / Notice Board: Large	1
	Lamp	1
Meeting Room	Meeting Table: Large	2
	Meeting Chairs	15
	Stationary Cupboard: Large	1
	White Boards	2
	Notice Boards	1
Group Work Room	Round Table	1
	Soft Chairs	13
	Filing Cabinet: 4 Drawers	1
	Flip Chart Stand	1
	Angle Poise	1
	Kettle	1
	Magazine Rack	1
	OHP	1
The Hawthorns - Ludlow		
Room	**Item**	**Number**
Entrance Corridor	Tambour Unit: Small	1
	Soft Chairs	4
	Bookcase: Small	1
	Document Filing Cabinet: 15 Drawers	1
	Free Standing Lamp	1
	Radio	1
Waiting Room	Poaeng Chairs	5
Counselling Room 1	Curve Desk	1
	Operational Chair	1
	Soft Chair	1
	Poaeng Chair	1
	Coffee Table: Small	1
	Flip Chart Stand	1
	Shredder	1
	Notice Board	1

Counselling Room 2	Standard Desk	1
	Operational Chair	1
	Filing Cabinet: 2 Drawers	1
	Soft Chairs	3
	Coffee Table: Small	1
	Heater	1
	Notice Board	1
Nurses Room	Standard Desk: Small	1
	Pedestal Drawers	1
	Operational Chair	1
	Soft Chair	1
	Medical Screen	1
Kitchen	Cooker	1
	Fridge	1
	Microwave	1
	Water Cooler	1
The Parish Rooms - Bridgnorth		
Room	Item	Number
Medical Room	Pedestal Drawers (Broken)	1

CSMT Medical Equipment Inventory	
Castle View - Oswestry	
Item	**Number**
ECG Machine	1
Couch	1
Defibrailser (to be reoved prior to takeover?)	1
Fridge	1
Pulse Oximeter	1
Crown House - Shrewsbury	
Item	**Number**
ECG Machine	1
Couch	1
Defibrailser (to be reoved prior to takeover?)	1
Fridge	1
Breathalyser	1
Syhyg	1
Pulse Oximeter	1
Oxygen Cylinders (to be removed prior to takeover)	4
Scales	1

Ophalmoscope	1
Bloods Trolley	1
Thermometer	2
Patella Hammer	1
Portable fridge	1
The Hawthorns - Ludlow	
Item	**Number**
ECG Machine	1
Couch	1
Defibrailser (to be reoved prior to takeover?)	1
Fridge	1
Pulse Oximeter	1
The Parish Rooms - Bridgnorth	
Item	**Number**
ECG Machine	1
Couch	1
Fridge	1
Nurses	
Item	**Number**
Breathalysers	4
Syhygs	6

CSMT ICT Inventory	
Castle View - Oswestry	
Item	**Number**
Stone Computer	3
Toshiba Laptop	1
Samsung Laptop	1
Hann G Screen	2
LG Screen	1
Microsoft Keyboard	3
Microsoft Mouse	3
Crown House - Shrewsbury	
Item	**Number**
Stone Computer	20
Lenovo Laptop	6
Toshiba Laptop	4
Lenovo Box	4

Viewsonic Screen	4
Hanns G Screen	17
LG Screen	6
Microsoft Keyboard	21
Logitech Keyboard	3
Microsoft Mouse	22
Logitech Mouse	4
Dell Mouse	2
The Hawthorns - Ludlow	
Item	**Number**
Range Max Router	1
Brother Fax Machine	1

Appendix Q
The Premises

1)

Location	Property	Address
Shrewsbury	Crown House	1st Floor, Crown House, St Mary's Street, Shrewsbury SY1 1DS
	20- 23 Meadow Place	Meadow Place, Shrewsbury SY1 1PD
	The Convent,	College Hill, Shrewsbury, SY1 1LS
	Fletcher House	15 College Hill, Shrewsbury, SY1 1LY
Ludlow	The Hawthorns	Gravel Hill, Ludlow, SY8 1QL
Oswestry	First floor	34 Arthur Street Oswestry SY11 1JN
	U & I Counselling	Flat 2A, Whittington Road, Oswestry, SY11 1HY
	Job Centre Plus	27 Oswald Road, Oswestry, SY11 1DS
	Albert Road Evangelical Church	Albert Road, Oswestry, SY11 1NF
Whitchurch	Beechtree Community Centre	Claypit Street, Whitchurch, SY13 1NT
Market Drayton	Market Drayton Health Centre	Maer Lane, Market Drayton, TF9 3AL
	Beacon Community Centre	Ashbourne House, Prospect Road Market Drayton Shropshire TF9 3BN
Bridgnorth	Bridgnorth Community Hub	18 St John's Street, Bridgnorth, Low Town,WV15 6AG
Church Stretton	The Strettons	Mayfair Centre, Easthope Road, Church Stretton, Shropshire SY6 6BL
Wem	Edinburgh House	New Street, Wem, Shropshire SY4 5DB

Appendix R

SUMMARY OF NEEDS ASSESSMENT

The county of Shropshire is a large geographical county that is sparsely populated. Transport links are limited and delivering services in a rural area is challenging. Current service delivery is confined to main market towns. The information has been sourced from information collected by the National drug Treatment Monitoring System (NDTMS) of Public Health England (PHE) and other locally held records.

ALCOHOL

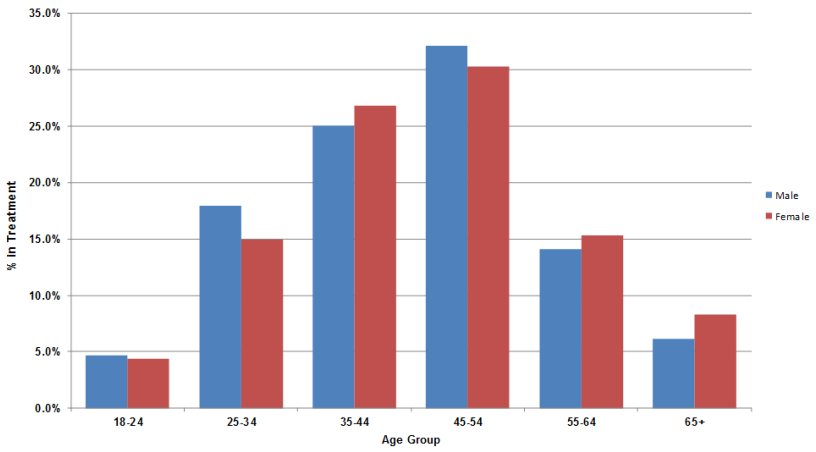
Prevalence and unmet need

- It is estimated there are 2883 dependent drinkers in Shropshire.
- 79% of adults dependent on alcohol do not receive the treatment they need.
- 8.6% of adults in Shropshire abstain from drinking, compared to the England average of 15.5%. This means Shropshire has a higher proportion of adults who regularly consume alcohol than the national average.
- 19.3% of adults in Shropshire drink more than the recommended 14 units of alcohol each week.

In Treatment

- In 2016/17 there were 493 individuals in treatment for alcohol only. Males accounted for 57% of those in treatment and females accounted for 43% Other substances cited by the alcohol treatment population, included opiates (6%), non-opiates (16%), opiates and non-opiates (11%), crack cocaine (10%), cocaine (8%) and 12% cited cannabis use.
- Figure 2. shows the age profile for those in treatment in 2016/17 who cited alcohol as their main drug of choice. The age profile for males and females is largely the same.

Figure 2 showing Age and gender profile for Adults in treatment for Alcohol in Shropshire



2016/2017

- 11% of Service Users entering treatment in 2016-2017 received care for mental health services for reasons other than substance misuse.
- 80% of people waited less than three weeks to start treatment, whilst 3% (11 Service Users) waited over six weeks.
- 77% of people self-referred into treatment, a further 6% came through the criminal justice system and 5% referred through A&E.

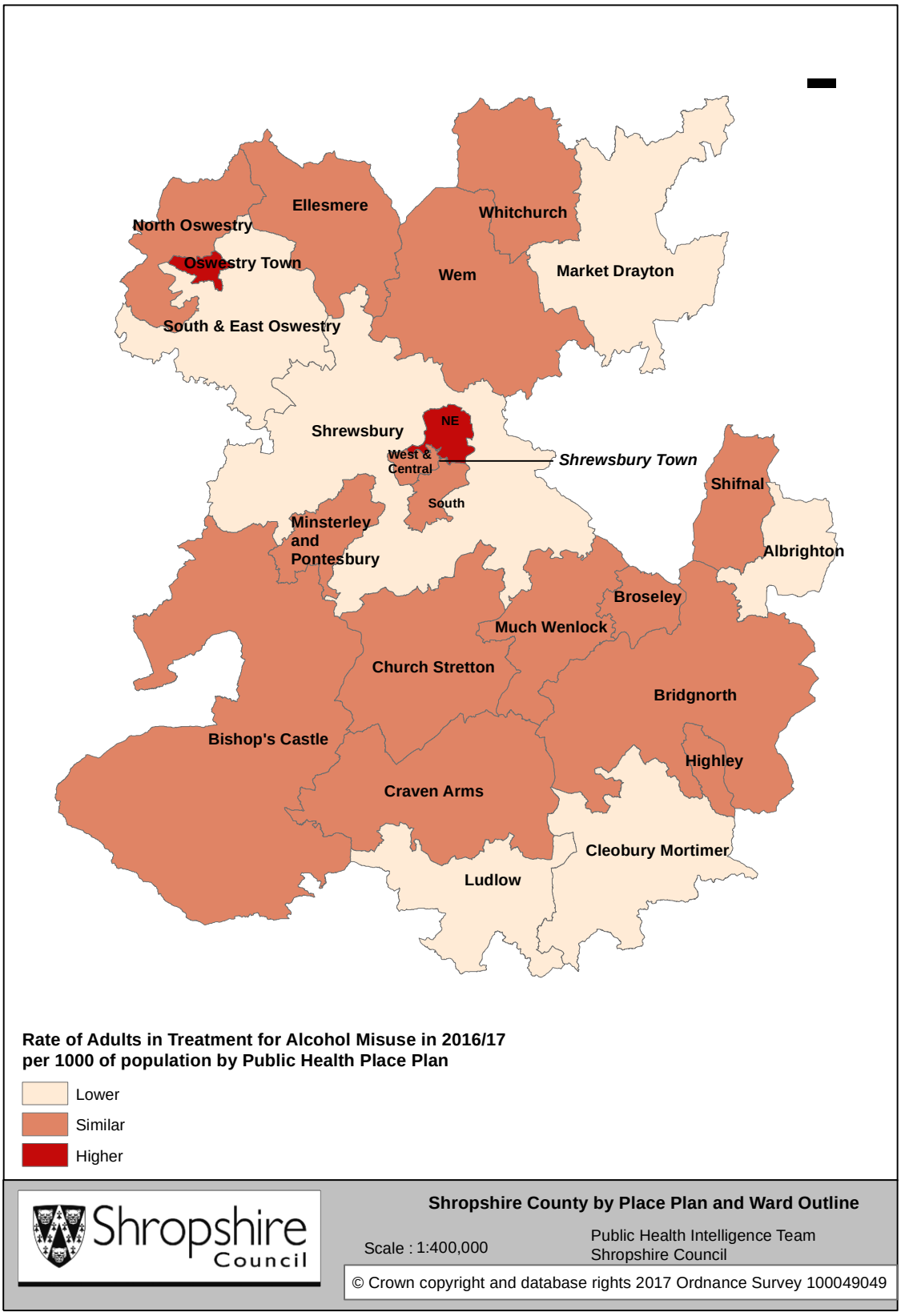
- 28 days prior to seeking treatment, 15% of males and 5% of females had consumed more than a 1000 units, the national average is 12% males and 6% of females.
- 1% of alcohol clients cited an urgent housing need (NFA) and 5% a housing problem.
- Figure 3. illustrates the geographic distribution of adults in treatment for alcohol (where they cited alcohol as their main drug of choice) as a rate per 1000 of the population. There were 1.82 adults in treatment for alcohol misuse per 1000 of the population in Shropshire. The areas shown in light red/pink had rates that were significantly lower that the Shropshire average rate, those in dark red had rates that were significantly higher than the Shropshire average rate. Those coloured in a medium red were considered to have rates that were statistically similar to the Shropshire average rate. The areas which had a rate significantly higher that the Shropshire average included:

    - **Oswestry Town** (there were 2.76 per 1000 of population in treatment for alcohol in Oswestry Town)
    - **North East Shrewsbury** (there were 2.87 per 1000 of population in treatment for alcohol in North East Shrewsbury).

- In 2016/17 there were 347 new presentations into treatment for alcohol, 95% (n=331) were recorded as White British and 96% (n=332) declared the United Kingdom as their country of origin.

- With regards to disability, 22% of new presentations (n=75) reported having at least one disability with 7% (n=26) reporting disabilities concerning progressive conditions and physical health, 7% (n=25) reporting behavioural and emotional disabilities and 5% (n=16) reporting mobility and gross motor disability
- 32% of people in treatment left successfully, compared to 40% nationally.
- Proportion of successfully completions and non-representations as measured by the Public Health Outcomes Framework (PHOF) was 36%, this is lower than the national average of 39%.

*Figure 3 the rate of adults in treatment for Alcohol in 2016/17 per 1000 of population by public health place plan**

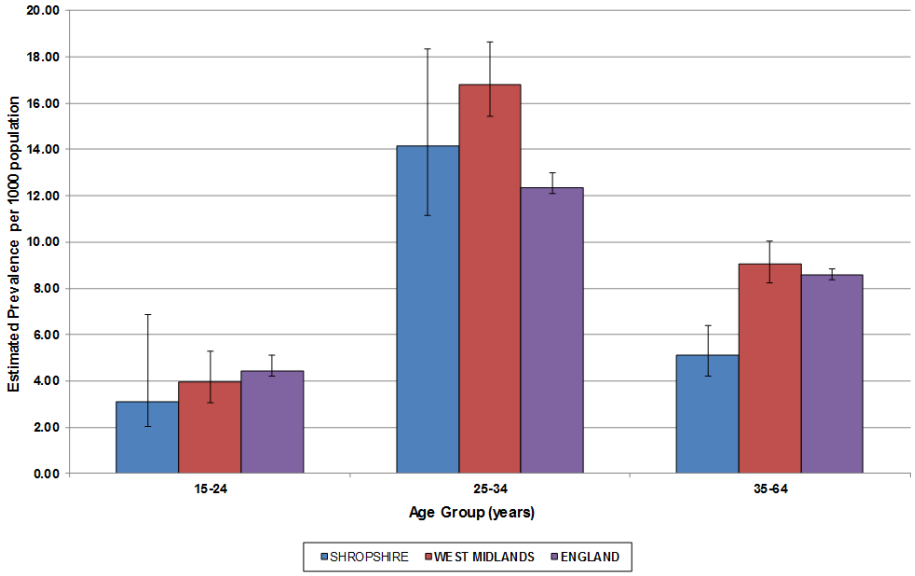


DRUGS

Prevalence and unmet need

- In 2014-2015, there were an estimated 1,202 individuals using opiates and/or crack cocaine, aged between 15 and 64 years old. This is a rate of 6.30 per 1000 of the population. This is significantly less than the prevalence estimate for England 8.57 per 1000.
- Around 39% (435) of opiate users in Shropshire are not receiving treatment for their opiate use.
- Figure 4 illustrates the estimated prevalence of opiate and crack cocaine users by age group in Shropshire 2014/2015. The age group with the highest estimated prevalence in Shropshire is the 25-34 year age group, with an estimated prevalence rate of 11.14 per 1000. This is lower than the prevalence rate in this age group in the West Midlands but higher than the rate for England.

Figure 4: Prevalence of Opiate and Crack Cocaine users



Source: Glasgow Prevalence Estimates 2014-15, Centre for Public Health, Liverpool John Moores University, Glasgow Prevalence Estimation Ltd, and the National Drug Evidence Centre, University of Manchester.

Treatment Population

In 2016/17 in Shropshire there were 873 individuals in treatment for Drugs. Three quarters of those in treatment were male (76%) and a quarter were female (24%) (Table 1).

Table 1 Number and gender breakdown of adults in treatment for drugs in 2016/17

Number in treatment	Local			National		
		Proportion by gender			Proportion by gender	
	n	M	F	n	M	F
Number of adults in drug treatment in 2016-17	873	76%	24%	199,339	73%	27%

Source: Adults – Drugs Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

The age profile for those in treatment for drugs is shown in Table 2 below. The largest proportion of clients (37%, n=325) were aged 30-39 years. The age profile for both males and females attending treatment in Shropshire was largely similar.

Table 2 Age and gender profile of adults in treatment for drugs in 2016/17

Age of all adults in drug treatment in 2016-17	Local	Proportion of all clients	Proportion by gender		National	Proportion of all clients	Proportion by gender	
	n		M	F	n		M	F
18-29	206	24%	22%	27%	36,978	19%	17%	22%
30-39	325	37%	38%	35%	74,720	37%	37%	39%
40-49	246	28%	28%	30%	61,835	31%	32%	27%
50-59	89	10%	11%	8%	21,766	11%	11%	10%
60-69	7	1%	1%	0%	3,631	2%	2%	2%
70-79	0	0%	0%	0%	346	0%	0%	0%
80+	0	0%	0%	0%	63	0%	0%	0%

Source: Adults – Drugs Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

Figure 5 shows the geographic distribution of adults in treatment for drugs as a rate per 1000 of the population in Shropshire. There were 2.42 adults in treatment for drug misuse per 1000 of the population in Shropshire. The areas shown in light blue had rates that were significantly lower that the Shropshire average rate, those in dark blue had rates that were significantly higher than the Shropshire average rate. Those coloured in a medium blue were considered to have rates that were statistically similar to the Shropshire average rate. The areas which had a rate significantly higher that the Shropshire average included:

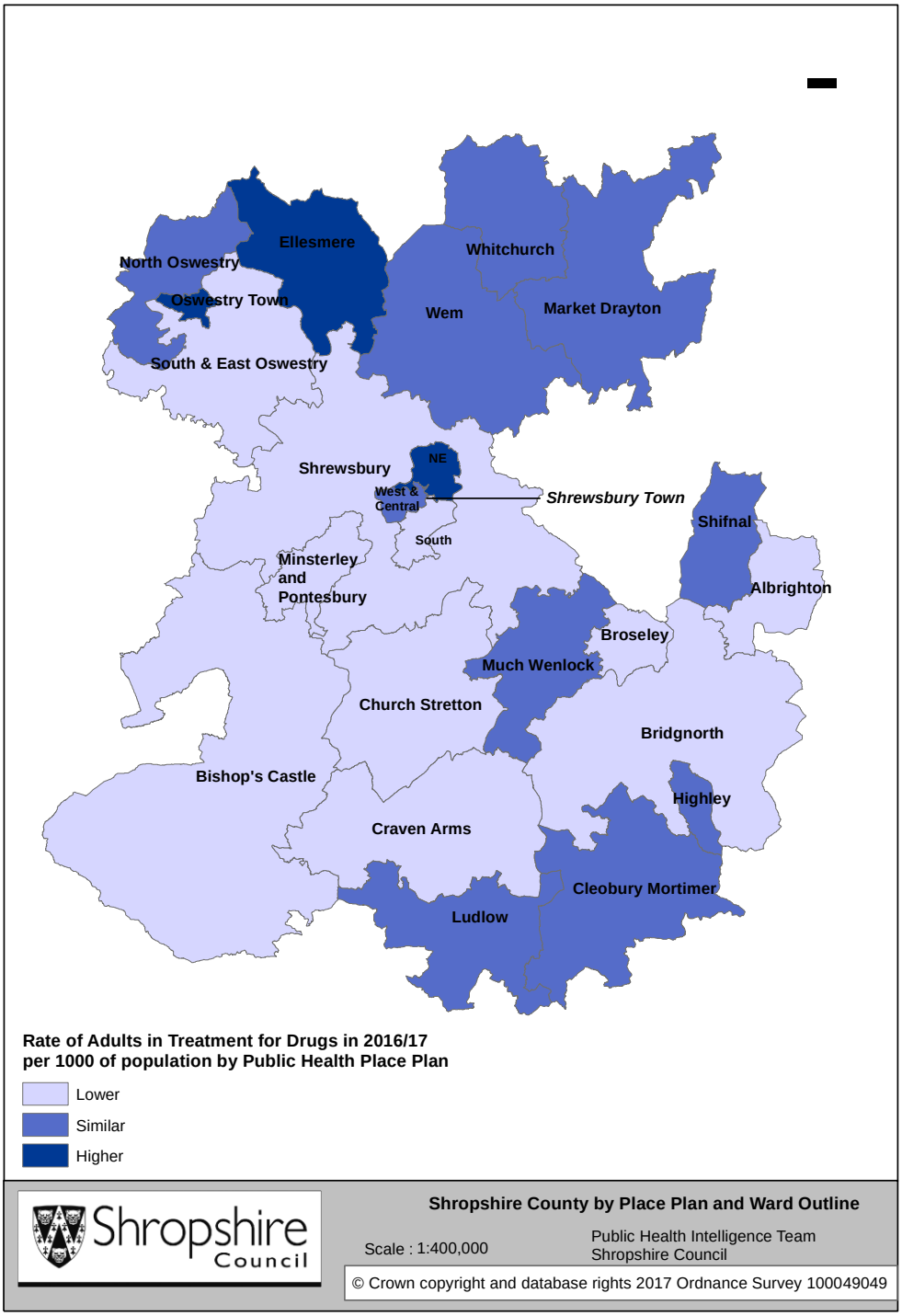
- **Ellesmere** (there were 4.0 per 1000 of population in treatment for drugs in Ellesmere)
- **Oswestry Town** (there were 4.31 per 1000 of population in treatment for drugs in Oswestry Town)

  North East Shrewsbury (there were 3.56 per 1000 of population in treatment for drugs in North East Shrewsbury
- 98% of drug treatment presentations class their ethnicity as White British.
- 60% of referrals for drug misuse are self-referral and 27% are through the criminal justice system.
- 86% of previous or current injectors in treatment who are eligible for a Hepatitis C test received one.
- 17% of adults who entered treatment received care from mental health services, for reasons other than substance misuse.
- 6% of adults in treatment cited illicit use of over the counter and prescribed only medicine.
- 10% of drug users in treatment had an urgent housing need, whilst 12% reported a housing problem.
- 43% of opiate clients were in treatment for under two years which amount to slightly less than a half. A third of opiate clients were in treatment for six years or more (33%), this is compared with 27% nationally. For non-opiate clients, only 3% were in treatment for two years or more and for non-opiate and alcohol clients 15% were in treatment for two years or more, this is noticeably higher than the 4% nationally.

Successful Completions

- 6.8% of all opiate users in treatment successfully completed, this is compared with 7.1% nationally. Slightly more than a quarter of those in treatment for non-opiates (26.7%) and a quarter in treatment for non-opiates and alcohol (25.2%) successfully completed treatment. Nationally 40.9% of those in treatment for non-opiates and 35.5% of those in treatment for non-opiates and alcohol successfully completed treatment.
- The proportion of Service Users who successfully completed treatment and did not represent as measured for the Public Health Outcomes Framework is 6% of opiate uses and 31.8% of non-opiate users, nationally the rate is 6.7% for opiates and 37.1% for non-opiates.

Figure 5 The rate of adults in treatment for drugs in 2016/17 per 1000 of population by public health place plan



Source: Shropshire Recovery Partnership activity data 2016/17 and Mid-Year Population Estimates, ONS, 2016.

YOUNG PEOPLE

- 53 young people under the age of 18 years of age entered specialist treatment Services in 2016-2017, 28 young adults aged 18 – 24 years of age received services from the young person's specialist service.
- 34% of referrals for young people's service came from education, 30% were self-referrals, 15% from children and family Services, 11% from youth justice and 4% from health and mental health.
- Young people entering specialist drug services usually have a number of vulnerabilities beyond their substance use. In 2016-2017, 31% of young people in service were 'looked after', 20% were affected by domestic abuse, 5% disclosed sexual exploitation, 18% were self-harming, 24% were offending, 14% subject to a child protection order and 24% of young people were affected by someone else's substance misuse.

INPATIENT ASSISTED WITHDRAWAL FOR DRUG AND ALCOHOL IN SHROPSHIRE

In 2016/17 Hafan Wen detoxification centre in Wrexham provided the inpatient assisted withdrawal for both drug and alcohol clients from Shropshire. A summary of the data for those attending Hafan Wen in 2016/17 is described below:

Between 1st April 2016 and 31st March 2017 there were 126 admissions and discharges for inpatient detoxification at Hafan Wen. Of these 93.7% were planned discharges (n=118). Table 3. shows the breakdown of discharges by substance type. Of the total planned discharges 83.9% of these were for Alcohol, 7.6% were for Drugs and 8.5% were for drugs and alcohol. For drugs and alcohol, 100% of those discharged had planned discharges (10/10), for alcohol 97.1 percent of discharges were planned (99/102) and for drugs 64.3% of discharges were planned (9/14).

The average length of stay for the time period was 12.44 days and 1265 bed days were used in 2016/17.

Table 3 Number and percentage of planned discharges from inpatient assisted withdrawal treatment in Shropshire in 2016/17 by substance type

April 2016 – March 2017	Alcohol		Drugs		Alcohol and Drugs		Total
Description	**N**	**(row %)**	**N**	**(row %)**	**N**	**(row %)**	
	99	83.9%	9	7.6%	10	8.5%	118
Total Discharges	102		14		10		126
Percentage of Total Discharges (column %)	97.1%		64.3%		100%		-

Source: Hafan Wen commissioners report – Shropshire 2016-17

In 2017/18 Birchwood Residential Treatment Centre in Birkenhead was commissioned to provide inpatient assisted withdrawal for both drug and alcohol clients from Shropshire. A summary of the data for those attending Birchwood in 201718 is described below:

Between 1st April 2017 and 31st March 2018 there were 107 admissions and discharges for inpatient treatment at Birchwood. Of these 96.3% were planned discharges (n=103). Table 4. shows the breakdown of discharges by substance type. Of the total planned discharges 92.2% of these were for Alcohol, and 7.8% were for drugs or drugs and alcohol. For alcohol 97% of discharges were planned (95/98) and for drugs or drugs and alcohol 88.8% of discharges were planned (8/9). In 2017/18, 1,095 bed days were used.

Table 4 Number and percentage of planned discharges from residential treatment in Shropshire in 2017/18 by substance type.

April 2016 – March 2017	Alcohol		Drugs or Alcohol and Drugs*		Total
Description	**N**	**(row %)**	**N**	**(row %)**	
Planned Discharges	95	92.2%	8	7.8%	103
Total Discharges	98		9		107

Percentage of Total Discharges (column %)	97%	88.8%	96.3%

Source Birchwood Assisted Withdrawal Report Q4 – Shropshire 2017-18

DRUG AND ALCOHOL RELATED HARMS

PHOF 2.15(iv) Deaths from drug misuse.

Drug misuse is a significant cause of premature mortality in the UK and globally has been ranked the third cause of death in the 15 – 49 age group (Global Burden of Disease, 2013). Over half of all deaths in England and Wales involve opiates and since 2012 heroin and cocaine deaths have doubled with the highest ever recorded at 2,383 in 2016, this represents a 3.6% increase on the year before. Most drug deaths occur in men (7 in 10 deaths in 2016) but the number of women dying is also increasing. The highest rate of deaths occur in 40-49 year olds, whilst drug misuse accounts for 1 in every 8 deaths of 20 -39 years old.

A drug misuse death is defined as a death where

a) The underlying cause is dependence or drug abuse
b) The underlying cause is drug poisoning and where any of the substances controlled under the Misuse of Drugs Act 1971 are involved.

Factors that have been attributed to the rise in drug misuse deaths include increase in the availability of heroin and its purity levels; ageing heroin users who have poor health and more susceptible to overdose because of long-term smoking and other risk factors.

Shropshire has had a similar rate of drug related deaths to other areas (Figure 6) with an increasing trend in the number of deaths since 2008-2010 (Figure 7 and Figure 8).

Figure 6 Shropshire drug related deaths

1 Lower 2 Similar 3 Higher

Drug related deaths	Local rate	LCI	UCI	National rate	LCI	UCI	Comparison to national rate
Drug misuse deaths 2014-2016 All persons, DSR per 100,000*	3.3	2.2	4.8	4.2	4.1	4.3	2

* DSR = Directly age-standardised rate. Rates are not published for areas experiencing fewer than 10 drug misuse deaths in a three year period.

Source: Office for National Statistics (ONS) 2017 (https://www.ons.gov.uk/peoplepopulationandcommunity/birthsdeathsandmarriages/deaths/datasets/drugmisusedeathsbylocalauthority)
Historical data is from the Public Health Outcomes Framework indicator 2.15iv (www.phoutcomes.info)

Figure 7 Trend in drug related deaths in Shropshire

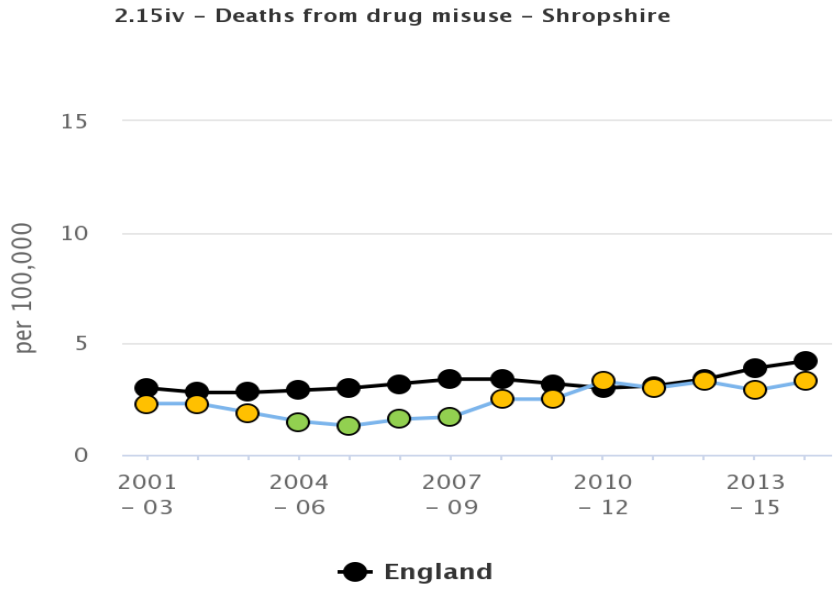


Figure 8 Trend in drug related deaths in Shropshire

Recent trend: –

Period		Count	Value	Lower CI	Upper CI	West Midlands	England
2001 - 03		18	2.3	1.4	3.7	2.5	3.0
2002 - 04		18	2.3	1.4	3.7	2.5	2.8
2003 - 05		15	1.9	1.1	3.1	2.6	2.8
2004 - 06		12	1.5	0.8	2.6	2.6	2.9
2005 - 07		11	1.3	0.7	2.4	2.8	3.0
2006 - 08		13	1.6	0.8	2.7	2.9	3.2
2007 - 09		14	1.7	0.9	2.8	2.9	3.4
2008 - 10		20	2.5	1.5	3.9	2.9	3.4
2009 - 11		21	2.5	1.5	3.8	2.7	3.2
2010 - 12		28	3.3	2.2	4.7	2.7	3.0
2011 - 13		27	3.0	2.0	4.4	2.8	3.1
2012 - 14		29	3.3	2.2	4.8	3.5	3.4
2013 - 15		25	2.9	1.8	4.3	4.0	3.9
2014 - 16		28	3.3	2.2	4.8	4.3	4.2

Source: Office for National Statistics (ONS)

BLOOD BORNE VIRUSES

All Service Users in treatment who have no record of completing a course of HBV vaccinations as a proportion of eligible clients in treatment at the end of the reporting period 1/04/2017 to the 31/03 2018 (Table 5)

Table 5 Clients who have no record of completing a course of HBV vaccinations of all clients in treatment at the end of the reporting period who were eligible to be offered a course of vaccinations.

	Latest Period		National
	%	n	
All clients in treatment	89.8%	405/451	73.2%
New Presentations in treatment	100%	208/208	92.6%

Source DOMES Qtr. 4 2017/2018, NDTMS

Clients with no record of a HCV test as a proportion of all clients in treatment at the end of this reporting period who were eligible to receive one (Table 6).

Table 6 No record of a HCV test

	Latest Period		National
	%	n	
All clients in treatment	15.4%	55/358	17.5%
New Presentations in treatment	30.2%	26/86	28.1%

Source DOMES Qtr. 4 2017/2018, NDTMS

ALCOHOL HOSPITAL ADMISSIONS

There are around 1 million alcohol-related admissions to hospital each year. Nearly half of all admissions are accounted for by cardiovascular conditions, other health harms include liver disease, cancers (attributable to alcohol) and injury to name a few.

Hospital Admissions due to Alcohol Misuse

Table 7 Alcohol Admissions.

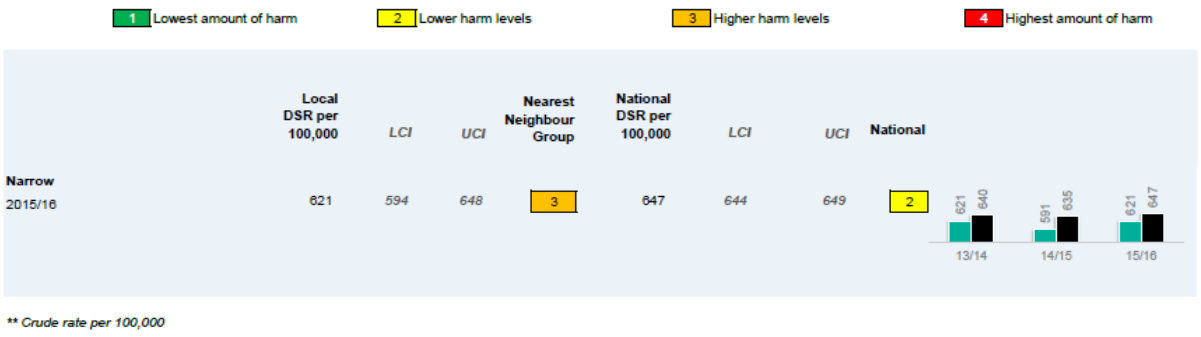


Figure 9: Hospital Admissions for alcohol related conditions.

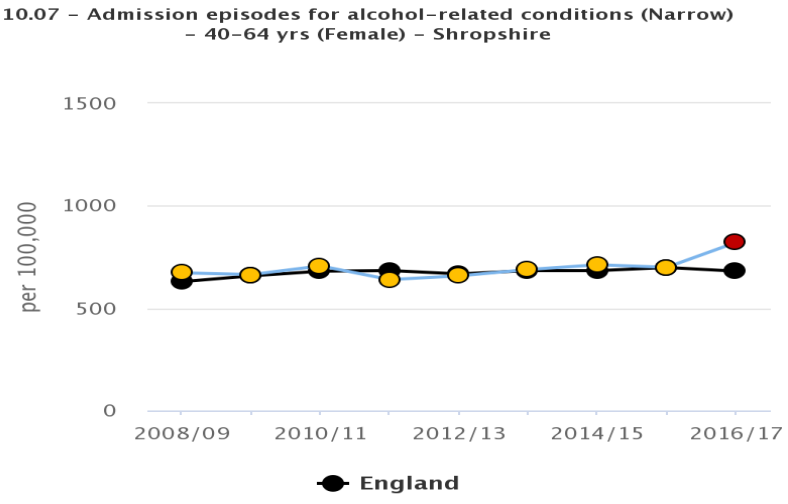


Figure 10. Admission Episodes over 65's.

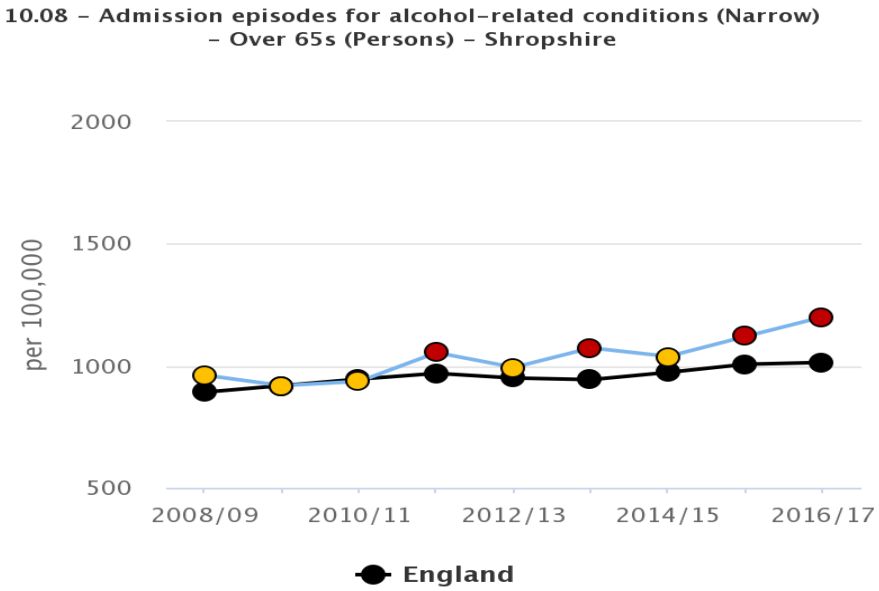


Figure 11 Admission Episode over 65's -female

Table 8 Hospital Admissions due to drug misuse

Hospital Admissions due to Drug Misuse

1 Lower 2 Similar 3 Higher

Drug-specific hospital admissions	Local rate	LCI	UCI	Comparison to deprivation decile	National rate	LCI	UCI	Comparison to national rate	14-15	15-16	16-17
Hospital admissions for drug poisoning (primary or secondary diagnosis) 2016-17 All persons, crude rate per 100,000*	41.5	34.9	49.3	2	52.3	51.7	52.9	1			

* Source: Hospital Episode Statistics data and ONS population data, analysed by PHE

DRUG AND ALCOHOL MISUSE RELATED RISK FACTORS, AND COMMUNITY HARMS INCLUDING CRIME, DISORDER AND CRIMINAL JUSTICE

FAMILY STATUS:

The parental status of those who attended community-based structured treatment for drug misuse in Shropshire in 2016/17 is summarised in figure 5.1. Fifteen percent (n=46) were living with children either their own or other children a further 35% (n=105) of those in treatment are parents who are not living with children and 50% (n=152) were not a parent or had no child contact. A total of 102 children living with alcohol clients who entered treatment in 2016/17.

Table 9 Number and proportion in treatment for drug misuse by parental status.

Parental status	Local	Proportion of new presentations	Proportion by gender		National	Proportion of new presentations	Proportion by gender	
	n		M	F	n		M	F
Living with children (own or other)	46	15%	13%	24%	15,875	20%	17%	29%
Parents not living with children	105	35%	37%	25%	24,705	31%	31%	32%
Not a parent/no child contact	152	50%	50%	51%	37,535	48%	51%	38%
Incomplete data	0	0%	0%	0%	518	1%	1%	1%
Living with children	**Local**		**Proportion of children by client gender**		**National**		**Proportion of children by client gender**	
	n		M	F	n		M	F
Number of children living with drug users entering treatment in 2016-17	102		72%	28%	33,312		66%	34%

Source: Adults – Drugs Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

The parental status of those who attended community-based structured treatment for alcohol misuse in Shropshire in 2016/17 is summarised in Table 10. Slightly more than one fifth of those in treatment for alcohol misuse were living with children either their own or other children (22%, n=77), a further 22% (n=75) of those in treatment are parents who are not living with children and 55% (n=192) were not a parent or had no child contact. Table 11 shows that there were 132 children living with alcohol clients who entered treatment in 2016/17.

Table 10 Number and proportion in treatment alcohol misuse by parental status.

Parental status	Local	Proportion of new presentations	Proportion by gender		National	Proportion of new presentations	Proportion by gender	
	n		M	F	n		M	F
Living with children (own or other)	77	22%	18%	28%	13,393	25%	21%	33%
Parents not living with children	75	22%	24%	19%	12,402	24%	26%	20%
Not a parent/no child contact	192	55%	58%	52%	26,374	50%	53%	46%
			1%	1%	414	1%	1%	1%

Source: Adults – Alcohol Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

T*able 11 Number of children with alcohol clients entering treatment in 2016/17*

Living with children	Local	Proportion of children by client gender		National	Proportion of children by client gender	
	n	M	F	n	M	F
Number of children living with alcohol clients entering treatment in 2016-17	132	48%	52%	26,924	52%	48%

Source: Adults – Alcohol Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

Table 12 Children in Need.

Children in Need

In 2016/17, there were 341 alcohol and 322 drug misuse episodes identified as a risk factor in children in need assessments, out of a total of 1041 records in Shropshire. Regional and national proportions are provided below for comparison.

Table 3: Children in need data

	Risk factors identified in CIN assessments	
	Alcohol	Drugs
Shropshire	32.8%	30.9%
Regional average	19.6%	21.2%
National average	18.0%	19.7%

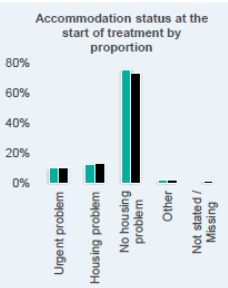
ACCOMMODATION NEED

Table 13 shows the number and proportion of adults starting treatment for drug misuse who reported their accommodation needs. The majority, 76% of those starting treatment had no housing problem (n=229). However, 12% (n=37) reported having a housing problem and 10% (n=30) reporting having an urgent housing problem (reporting a no fixed abode). There were six adult clients who reported upon successfully completing treatment reported no longer having a housing need.

Table 13 Number and proportion in treatment for Drug misuse by accommodation need

Accommodation status at the start of treatment

	Local n	Local Proportion of new presentations	Proportion by gender M	Proportion by gender F	National n	National Proportion of new presentations
Urgent problem (NFA)	30	10%	10%	8%	7,858	10%
Housing problem	37	12%	12%	14%	10,427	13%
No housing problem	229	76%	77%	71%	57,472	73%
Other	7	2%	1%	7%	1,751	2%
Not stated/Missing	0	0%	0%	0%	1,125	1%



	Local n	Local Rate per 1,000 households	National n	National Rate per 1,000 households
Overall number of decisions taken by the local authority on homelessness applications*	880	6.5	115,530	5.0

* Source - https://www.gov.uk/government/statistical-data-sets/live-tables-on-homelessness

No longer reporting a housing need at planned exit

	Local n	Local Proportion of new presentations	Proportion by gender M	Proportion by gender F	National n	National Proportion of new presentations
Adults successfully completing treatment no longer reporting a housing need	6	75%	100%	50%	2,572	84%

Please note that outcome data is displayed here regardless of local area TOP compliance

Source: Adults – Drugs Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

Table 14 shows the number and proportion of adults starting treatment for alcohol misuse who reported their accommodation needs. The majority, 90% of those starting treatment had no housing problem (n=314). However, 5% (n=16) reported having a housing problem and 1% (n=5) reporting having an urgent housing problem (reporting a no fixed abode).

Homelessness

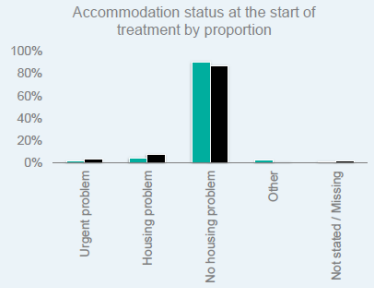
In 2016/17 The Authority took 880 decisions on homelessness applications. This amounts to 6.5 per 1,000 households and this is compared to a rate of 5.0 per 1,000 nationally (Table 14).

Table 14 Number and proportion in treatment for Alcohol misuse by accommodation need

Accommodation status at the start of treatment

	Local n	Proportion of new presentations	National n	Proportion of new presentations
Urgent problem (NFA)	5	1%	1,584	3%
Housing Problem	16	5%	4,086	8%
No housing problem	314	90%	45,941	87%
Other	8	2%	232	0%
Not stated / Mis			740	1%

	Local n	Rate per 1,000 households	National n	Rate per 1,000 households
Overall number of decisions taken by the local authority on homelessness applications*	880	6.5	115,530	5.0



Source: Adults – Alcohol Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

EMPLOYMENT STATUS

Table 15 shows the number and proportion of adults at the start of their treatment for drug misuse by their self-reported employment status. Over a quarter (26%, n=79) were in regular employment, and more than a third (35%, n=107) reported as being unemployed or economically inactive and a further third reported being long term sick or disabled (34%, n=103). These proportions follow a similar trend to those seen nationally.

Table 15 Number and proportion of adults at the start of treatment for drug misuse by their reported employment status in 2016/17 in Shropshire and England.

Employment Status	Shropshire	England
	Number and Proportion of new Presentations	Proportion of new Presentations
Regular Employment	79 (26%)	21%
Unemployed / Economically inactive	107 (35%)	40%
Long term sick or disabled	103 (34%)	28%
Unpaid Voluntary work / In Education	<5 (1%)	1%
Other	7 (2%)	3%
Not stated / missing	<5 (1%)	6%

Source: Adults – Drugs Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

Table 16 shows the number and proportion of adults at the start of their treatment for alcohol misuse by their self-reported employment status. Over a third (36%, n=125) were in regular employment, and further third (34%, n=118) reported as being unemployed or economically inactive and a quarter reported being long term sick or disabled (n=87). These proportions are very similar to those seen nationally.

Table 16 Number and proportion of adults at the start of treatment for alcohol misuse by their reported employment status in 2016/17 in Shropshire and England.

Employment Status	Shropshire	England
	Number and Proportion of new Presentations	Proportion of new Presentations
Regular Employment	125 (36%)	30%
Unemployed / Economically inactive	118 (34%)	34%
Long term sick or disabled	87 (25%)	25%
Unpaid Voluntary work / In Education	5 (2%)	1%
Other	6 (2%)	3%
Not stated / missing	6 (2%)	7%

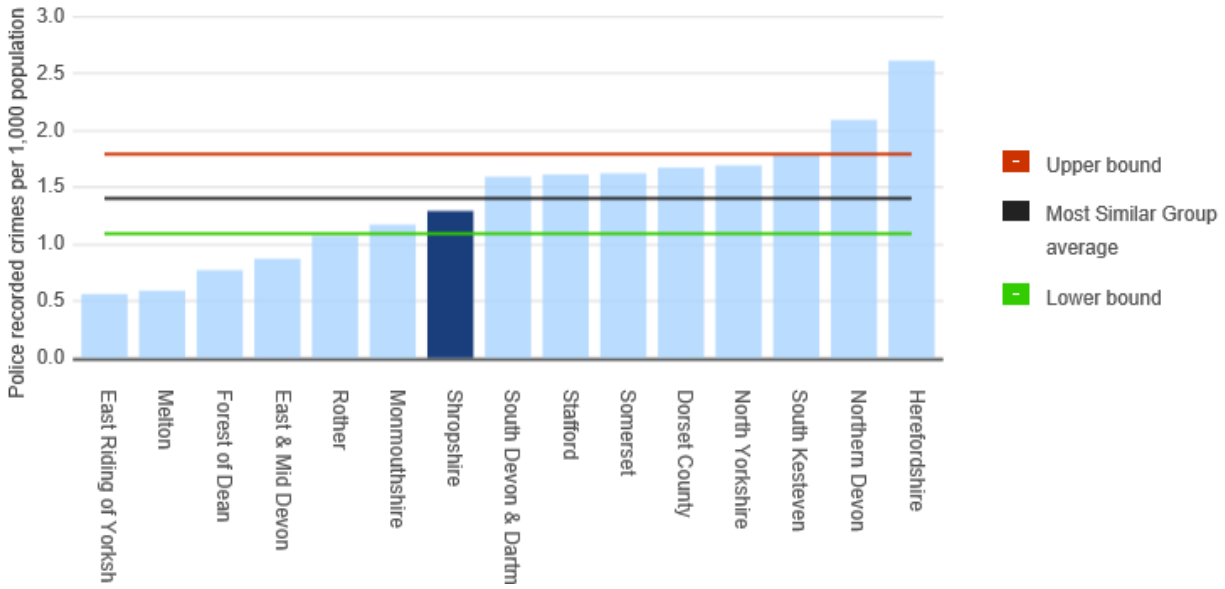
Source: Adults – Alcohol Commissioning Support Pack 2018-19: Key Data, released from Public Health England 2017.

DRUGS RELATED CRIME

For the year ending December 2017 the rate for drug offences in Shropshire was 1.29 per 1000 of the population. This is similar to the average rate of drug offences in areas which are considered similar to Shropshire (Figure 12).

For comparison with other local areas within the West Mercia Police Force area, Shropshire had the lowest rates of drug offences per 1000 population and was below the West Mercia Force average drug rate of 1.83 per 1000 population.

Figure 12 Rate of drug offences per 1000 population in Shropshire and other similar areas for the year ending December 2017.



Source: https://www.police.uk/west-mercia/PAF04/performance/compare-your-area/drugs/?section=msg_comparison#msg_comparison ***Accessed August 2018***

Criminal Justice Treatment

The Public Health Outcome Indicator 2.16 measures the ability of the local area to engage and continue drug treatment for ex-offenders on release in a bid to reduce crime (Table 17. The local Services in Shropshire have worked with police and other agencies to identify those due for release and assertively engage them in treatment

Table 17: PHOF 2.16 Adults with substance misuse treatment need who successfully engage in community based structured treatment following release from prison.

Latest Period		National
%	n	
39.2%	20/51	31.5%

Shropshire has a higher proportion of criminal justice clients in treatment than the national average (Table 18). As the graph below shows (Figure 12) there has been an increase in the number of people presenting through the criminal justice system for alcohol and non-opiates.

Table 18 the proportion of the treatment population in contact with the criminal justice system

	Latest Period		National
	%	n	
Opiates	25.8%	161/625	20.9%
Non-opiates	16.5%	19/115	13.3%
Alcohol	6.9%	36/521	6.4%
Alcohol and non-opiate	22.5%	31/138	11.6%

Source DOMES Qtr. 4 2017/2018, NDTMS

Figure 12: Proportion of clients in contact with the criminal justice system

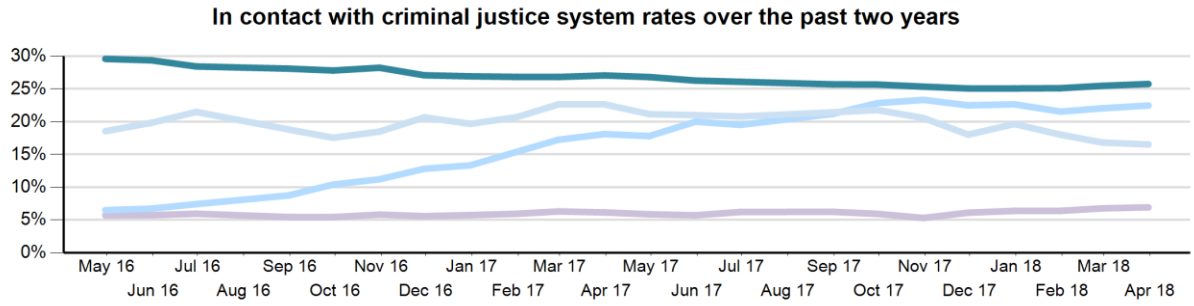


Table 19 illustrates successful completions as a proportion of criminal justice clients all in treatment for the period 1 April 2017 to the 31 March 2018.

Table 19: Criminal justice successful completions 2017 - 2018

	Latest Period		National
	%	n	
Opiates	4.3%	7/161	4.2%
Non-opiates	31.6%	6/19	35.7%
Alcohol	50%	18/36	40.8%
Alcohol and non-opiate	29%	9/31	33.9%

Source DOMES Qtr. 4 2017/2018, NDTMS

Proportion of successful clients who successfully completed treatment in the first 6 months of the latest 12 months period and represented within 6 months (Table 20).

Table 20: Criminal justice successful completions and representation rates

	Latest Period		National
	%	n	
Opiates	20%	1/5	19.2%
Non-opiates	0%	0/2	5.0%
Alcohol	8.3%	1/12	7.4%
Alcohol and non-opiate	0.0%	0/4	7.0%

Source DOMES Qtr. 4 2017/2018, NDTMS

Table 21 shows the referrals to/ from the criminal Justice system. Latest period is the 1 April 2017 to the 31 March 2018.

Table 21referrals to/from the criminal justice system.

	Latest Period		National
	%	n	
Picked up within 42 days / all referrals from community criminal justice	96.2%	25/26	57%
Picked up within 21 days /all journey exits of transferred in custody	12.5%	1/8	38.5%

PERFORMANCE

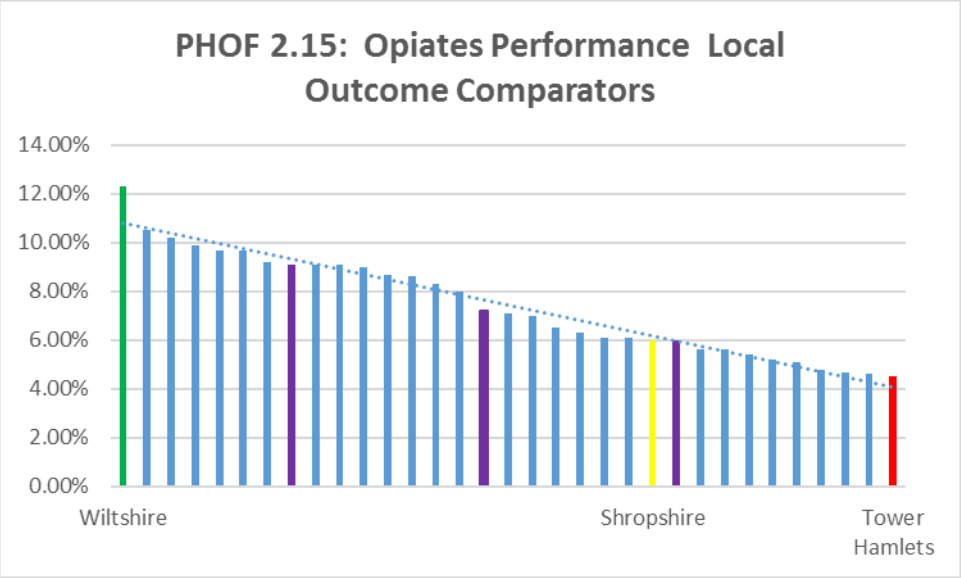
As described in the Specification the Provider will be expected to improve the outcomes for people who have a drug and /or alcohol use disorder and their families and significant others. This will be measured by the Authority using the National Drug Treatment Monitoring System (NDTMS) and local indicators as described within this document. It is the expectation of the Authority there will be an improvement in service delivery each year marked by attaining a higher quartile within the NDTMS system.

Public Health Outcomes Framework

PHOF 2.15 (i) Successful completion of drug treatment -opiates
PHOF 2.15 (ii) Successful completion of treatment –non-opiates
PHOF 2.15(iii) Successful completion of treatment – alcohol

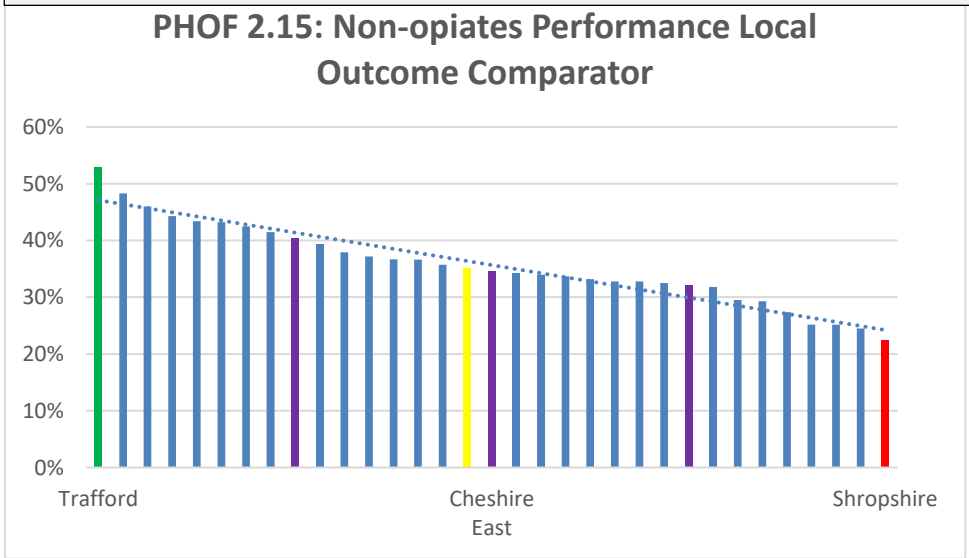
Shropshire's current performance within each of the quartiles is illustrates in Figure. 13, 14, and 15 with the comparator areas shown in the text boxes below.

Figure 13: Local Outcome Comparators Performance Quartiles - Opiates



Opiate Comparator areas

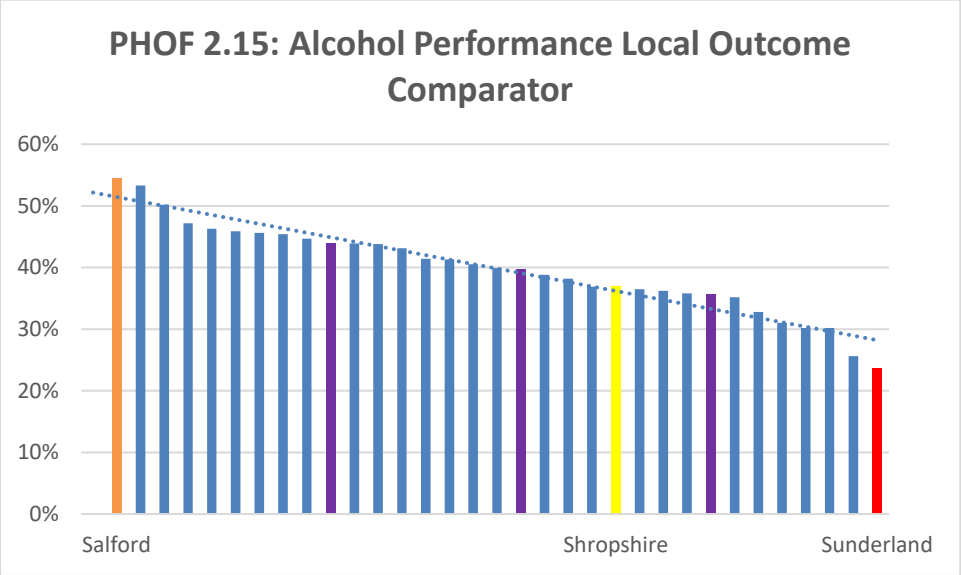
Bromley Calderdale Cambridgeshire Cheshire West and Chester UA Coventry Devon East Sussex Haringey Hertfordshire Kensington and Chelsea Lewisham Newham North Yorkshire Northumberland Nottinghamshire Peterborough South Tyneside Southend-on-Sea St Helens Stockport Stockton Sutton Swindon Torbay Tower Hamlets Walsall Wandsworth Warrington Warwickshire



Non-opiate Comparators Areas

Barnsley Bolton Bournemouth Camden Cheshire East UA Cheshire West and Chester UA Coventry Doncaster East Sussex Hackney Herefordshire Hertfordshire Leeds Leicester Luton North Yorkshire Northamptonshire Redcar and Cleveland Sheffield Solihull South Tyneside Southampton Suffolk Swindon Torbay Trafford Warrington Wigan Wiltshire Wirral Wokingham York

Figure 15: Local Outcome Comparators Performance Quartiles - Alcohol



Alcohol Local Outcome Comparator Areas

Barnsley Bath and North East Somerset Bexley Birmingham Bradford Cambridgeshire Camden Dudley Enfield Greenwich Halton Hammersmith and Fulham Haringey Herefordshire Hertfordshire Leeds Liverpool Norfolk North East Lincolnshire North Somerset North Tyneside Northumberland Poole Rotherham Salford Solihull Somerset St Helens Stockton Sunderland Warrington Wolverhampton

Schedule 1
Data Processing

Schedule 1- Processing, Personal Data and Data Subjects

1. The contact details of the Authority's (Data Controller's) Data Protection Officer are: Information Governance Officer Information.Request@Shropshire.gov.uk

2. The contact details of the Provider's (Data Processor's) Data Protection Officer are: ……..

3. The Data Processor shall comply with any further written instructions with respect to processing by the Data Controller.

4. Any such further instructions shall be incorporated into this Schedule.

5. Where either party's Data Protection Officer contact details are changed, the affected party shall notify the other party in writing within 7 days of any change taking place

Description	**Details**
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Contractor is the Data Processor in accordance with Clause B37. Notwithstanding Clause B.37 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of: the delivery of treatment, recovery and family support for adults and young people who have a drug or alcohol use disorder accessing Services. Using the information collected to upload to the National Drug Treatment Monitoring System (NDTMS) for the purpose of monitoring the effectiveness of treatment and the delivery of the National Drug and Alcohol Strategies In respect of Personal Data under Joint Control, Clause B.371.B-37.16 will not apply and the Parties agree to put in place a Joint Controller Agreement within one calendar month from the Commencement Date
Subject matter of the processing	Personal information about Service Users to ensure that the Provider is able to provide accurate treatment and recovery support for people with drug and or alcohol disorder. To upload data as prescribed by NDTMS for the purposes of monitoring the effectiveness of drug and alcohol services. To support service developments and policy and research development
Duration of the processing	For the period of Service delivery to a Service User plus 8 years after the last date on which the Service is delivered.
Nature and purposes of the processing	The nature of the processing of the data may include, but not be limited to, the following in order to deliver a statutory service to Service Users which will include: • Collecting, maintaining and storing Service User records including case files and personalised recovery and treatment plans in all formats. • Uploading some personal data collected to the National Drug Treatment Monitoring System (NDTMS) for the purposes of monitoring the effectiveness of drug and alcohol treatment, informing policy and research, monitoring the delivery of national drug and alcohol strategies. • Sharing Service User information across the Provider's organisation and with the Authority's Public Health, Housing Services, Adult Social Care Services, and Mental Health Services together with Police, Criminal Justice services and Safeguarding teams with consent unless there is a legal reason to do so without consent
Type of Personal Data	Service User details as follows: Name; Address; previous address history; Date of birth; Next of kin; family information; Gender; Ethnic origin; NHS Number; National Insurance Number; GP; medical and health related details relevant to their recovery plan; Current risk assessments; Employment details; Financial information including income and expenditure; welfare benefits;; personal accounts; Mental capacity; mental impairment; Relevant offence details where appropriate. Names, addresses, contact details of carers, family members and representatives of Service Users
Categories of Data Subject	Service User, and associated carers, family members and representatives
Plan for return and destruction of the data once the processing is complete UNLESS legal requirement to preserve that type of data	The data must be retained for eight years from closure of Service Users case file, whereafter it should be securely destroyed by the Provider unless specifically instructed by the Authority that the data should be returned to it

SECTION C

SPECIAL TERMS AND CONDITIONS

Please note: Special Terms and Conditions C1 – C6 Not Used

C7. STAFF TRANSFER - DEFINITIONS AND INTERPRETATION FOR SECTIONS C9, C10 and C11

1. **DEFINITIONS**

In Sections C9, C10 and C11, the following definitions shall apply:

"Admission Agreement" The agreement to be entered into by which the Provider and or Sub-Contractor as applicable, agrees to participate in the LGPS as amended from time to time;

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

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

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

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

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

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

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

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

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

"LGPS" Local Government Pension Scheme

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

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

as amended and replaced from time to time.

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

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

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

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

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

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

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

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

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

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

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

"Staffing Information" in relation to all persons identified on the Provider's Provisional Staff List or Provider's Final Staff List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:
(a) their ages, dates of commencement of employment or engagement and gender;
(b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
(c) the identity of the employer or relevant contracting Party;
(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
(e) their wages, salaries and profit sharing arrangements as applicable;
(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

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

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

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

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

C8. STAFF TRANSFER –AUTHORITY EMPLOYEES - NOT USED

Transferring Authority Employees at commencement of Services

ANNEX A TO SECTION C8 – PENSIONS - NOT USED

ANNEX B TO SECTION C8 - NOT USED

C9 STAFF TRANSFER – TRANSFERRING FORMER PROVIDER EMPLOYEES

Transferring Former Provider Employees at commencement of Services

1 RELEVANT TRANSFERS

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

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

1 FORMER PROVIDER INDEMNITIES

2.1 Subject to Paragraph 2.2, the Authority shall procure that each Former Provider shall indemnify the Provider against any Employee Liabilities in respect of any Transferring Former Provider Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
(a) any act or omission by the Former Provider arising before the Relevant Transfer Date;
(b) the breach or non-observance by the Former Provider arising before the Relevant Transfer Date of:
(i) any collective agreement applicable to the Transferring Former Provider Employees; and/or
(ii) any custom or practice in respect of any Transferring Former Provider Employees which the Former Provider is contractually bound to honour;
(c) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
(i) in relation to any Transferring Former Provider Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
(ii) in relation to any employee who is not a Transferring Former Provider Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Provider to the Provider, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
(d) a failure of the Former Provider to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Provider Employees in respect of the period to (but excluding) the Relevant Transfer Date;
(e) any claim made by or in respect of any person employed or formerly employed by the Former Provider other than a Transferring Former Provider Employee for whom it is alleged the Provider may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
(f) any claim made by or in respect of a Transferring Former Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Provider Employee relating to any act or omission of the Former Provider in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Provider or any Sub-contractor to comply with regulation 13(4) of the Employment Regulations.

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

(a) arising out of the resignation of any Transferring Former Provider Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Provider or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
(b) arising from the failure by the Provider and/or any Sub-contractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Authority as a Transferring Former Provider Employee claims, or it is determined in relation to any person who is not identified by the Authority as a Transferring Former Provider Employee, that his/her contract of employment has been transferred from a Former Provider to the Provider and/or any Notified Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
(a) the Provider shall, within 5 Business Days of becoming aware of that fact, give notice in writing to the Authority and, where required by the Authority, to the Former Provider; and
(b) the Former Provider may offer (or may procure that a third party may offer) employment to such person within 15 Business Days of the notification by the Provider or take such other reasonable steps as the Former Provider considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

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

2.5 If by the end of the 15th Business Day period specified in Paragraph 2.3(b):
(a) no such offer of employment has been made;
(b) such offer has been made but not accepted; or
(c) the situation has not otherwise been resolved,

the Provider may give notice to terminate the employment or alleged employment of such person and will do this as soon as is reasonably practicable following a fair process.

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

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

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

3 PROVIDER INDEMNITIES AND OBLIGATIONS

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

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

(b) the breach or non-observance by the Provider or any Sub-contractor on or after the Relevant Transfer Date of:
(i) any collective agreement applicable to the Transferring Former Provider Employee; and/or
(ii) any custom or practice in respect of any Transferring Former Provider Employees which the Provider or any Sub-contractor is contractually bound to honour;

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

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

(e)any claim arising out of any misrepresentation or misstatement whether negligent or otherwise made by the Provider or Sub Contractor to the Transferring Former Provider Employees or their representatives before the Service Transfer Date and whether liability for any such claim arises before, on or after the Service Transfer Date;

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

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

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

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

3.3 The Provider shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with

regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Provider Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Provider and the Former Provider.

4 INFORMATION

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

5 PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

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

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

6 PROCUREMENT OBLIGATIONS

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

7 SUBSEQUENT TRANSFERS

The Provider shall:

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

(b) provide all such co-operation and assistance as the LGPS, NHS Pension Scheme and the Replacement Provider and/or the Authority may reasonably require to enable the Replacement Provider to participate in the LGPS or NHS Pension Scheme in respect of any LGPS Eligible Employee or Eligible Employee and to give effect to any transfer of accrued rights required as part the Best Value Authorities Staff Transfers (Pension) Directions 2007 or other protection of the LGPS Eligible Employees or Eligible Employees participation in the LGPS or NHS Pension Scheme under the requirements of Annex A1 and A2 to this Section.

(c) for the period either

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

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

8 PENSIONS

The Provider shall, and shall procure that each Sub-contractor shall, comply with the pensions provisions in:

(a) Annex A1 in respect of any Transferring Former Provider Employees who are LGPS Eligible Employees who transfer from the Former Provider to the Provider; and

(b) Annex A2 in respect of any Transferring Former Provider Employees who are Eligible Employees (as defined in Annex A2) who transfer from the Former Provider to the Provider.

ANNEX A1 TO SECTION C9
PENSIONS

1. PENSIONS

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

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

2 PROVIDER'S PARTICIPATION IN THE LOCAL GOVERNMENT PENSION SCHEME

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

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

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

2.4 The Provider shall indemnify and keep indemnified the Authority and/or any Replacement Provider and, in each case, their service providers, from and against all direct losses suffered or incurred by it or them, which arise from any

breach by the Provider or Sub-Contractor of the terms of the Admission Agreement, to the extent that such liability arises before or as a result of the termination or expiry of this agreement.

3. PROVIDER PENSION SCHEME

3.1 Where:

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

(b) the Provider or any relevant Sub-Contractor does not wish to offer those LGPS Eligible Employees membership of the LGPS;
(c) the Authority, the Provider or any relevant Sub-Contractor are of the opinion that it is not possible to operate the provisions of paragraphs 2.; or

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

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

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

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

(b) reasonably acceptable to the Authority (such acceptance not to be unreasonably withheld or delayed);

(c) a registered pension scheme for the purposes of Part 4 of the Finance Act 2004; and

(d) certified by the Government Actuary's Department or an actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are the same as, broadly comparable to or better than those benefits provided by the LGPS

3.3 The Provider undertakes to the Authority (for the benefit of the Authority itself and for the Authority as agent and trustee for the benefit of the LGPS Eligible Employees) that it shall procure and shall procure that any relevant Sub-Contractor shall procure that:

(a) the LGPS Eligible Employees shall by three (3) months before the Cessation Date be offered membership of the Provider Scheme with effect from and including the Cessation Date (as the case may be);

(b) the Provider Scheme shall provide benefits in respect of the LGPS Eligible Employees' periods of service on and after the Cessation Date which the Government Actuary's Department or an actuary nominated by the Authority in accordance with relevant guidance produced by the Government Actuary's Department shall certify to be the same as, broadly comparable to or better than the benefits which the LGPS Eligible Employees were entitled to under the LGPS at the Cessation Date.

(c) if the Provider Scheme is terminated, a replacement pension scheme shall be provided with immediate effect for those LGPS Eligible Employees who are still employed by the Provider. The replacement scheme must comply with this paragraph 3 as if it were the Provider Scheme;

(d) before the Cessation Date the trustees of the Provider Scheme shall undertake by deed to the Authority and to the Administering Authority that they shall co-operate with the provisions of paragraph 3 (Provider Scheme) and paragraph 3.4 (Bulk Transfer Terms) to the extent applicable to them; and

(e) where the Provider Scheme has not been established at the Cessation Date, the LGPS Eligible Employees shall be provided with benefits in respect of death-in-service which are no less favourable than the death-in-service benefits provided by the LGPS immediately before the Cessation Date. Such benefits will continue to be provided until death-in-service benefits are provided by the Provider Scheme;

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

3.5 The Provider shall and shall procure that each relevant Sub-Contractor shall:

(a) maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any Sub-Contractor in the provision of the Services on the expiry or termination of this Agreement (including without limitation identification of the LGPS Eligible Employees);

(b) promptly provide to the Authority such documents and information mentioned in paragraph 3.5 (a) which the Authority may reasonably request in advance of the expiry or termination of this Agreement; and

(c) fully cooperate (and procure that the trustees of the Provider's Scheme shall fully cooperate) with the reasonable requests of the Authority relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any Sub-Contractor in the provision of the Services on expiry or termination of the Agreement.

ANNEX A2 TO SECTION C9
PENSIONS

For the purposes of this Annex A2 – Section C9 the following definitions will apply;

Actuary	a Fellow of the Institute and Faculty of Actuaries
Broadly Comparable	certified by an Actuary as satisfying the condition that there are no identifiable Eligible Employees who would overall suffer material detriment in terms of their future accrual of Pension Benefits under the scheme compared with the NHS Pension Scheme assessed in accordance with Annex A of Fair Deal for Staff Pensions

Eligible Employee	each of the Transferring Former Provider Employees who immediately before the Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to become a member of, either the NHS Pension Scheme or a Broadly Comparable scheme as a result of their employment or former employment with either an NHS Body (or other employer which participates automatically in the NHS Pension Scheme) and being continuously engaged for more than 50% of their employed time with the former provider in the delivery of the Services For the avoidance of doubt a Staff member who is or is entitled to become a member of the NHS Pension Scheme as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHS Pension Scheme "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHS Pension Scheme) is not an Eligible Employee entitled to Fair Deal for Staff Pensions protection under this Schedule
Exit Transfer Date	the date on which the Eligible Employees transfer their employment to a new provider at the end of the Agreement
NHS Pension Scheme Actuary	the Government Actuary's Department or any successor Actuary
NHS Pension Scheme Arrears	any failure on the part of the Provider or any Sub-Contractor to pay employer's or deduct and pay across employee's contributions to the NHS Pension Scheme or meet any other financial obligations under the NHS Pension Scheme or any Direction Letter in respect of the Eligible Employees
Payment Date	20 Operational Days after the last of the conditions in Paragraph 1.5 of this Annex A (*Payment of Transfer Amount*) has been satisfied
Pension Benefits	any benefits (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme
Premature Retirement Rights	rights to which the Transferring Former Provider Employees (had they remained in the employment of an NHS Body or other employer which participates automatically in the NHS Pension Scheme) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866), and Section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time
Transfer Amount	an amount paid in accordance with Paragraph 2.5 of this Annex A (Payment of Transfer Amount) and calculated in accordance with the assumptions, principles and timing adjustment referred to in Paragraph 1.4 of this Annex A (*Calculation of Transfer Amount*) in relation to those Eligible Employees who have accrued defined benefit rights in the NHS Pension Scheme or former provider's Broadly Comparable scheme and elected to transfer them to the Provider's (or Sub-Contractor's) Broadly Comparable scheme under the Transfer Option
Transfer Date	the Transferring Former Provider Employee's first day of employment with the Provider (or its Sub-Contractor)
Transfer Option	an option given to each Eligible Employee with either: (i) accrued rights in the NHS Pension Scheme; or (ii) accrued rights in a Broadly Comparable scheme, as at the Transfer Date, to transfer those rights to the Provider's (or its Sub-Contractor's) Broadly Comparable scheme or back into the NHS Pension Scheme (as appropriate), to be exercised by the Transfer Option Deadline, to secure year-for-year day-for-day service credits in the relevant scheme (or actuarial equivalent, where there are benefit differences between the two schemes)
Transfer Option Deadline	the first Operational Day to fall at least 3 months after the notice detailing the Transfer Option has been sent to each Eligible Employee

1. **Pension Protection For Eligible Employees**

1.1 **Continued membership of the NHS Pension Scheme**

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

1.1.2 the Provider will make reasonable endeavours to ensure that the relevant Sub-Contractor will supply to the Authority a complete copy of each Direction Letter as soon as reasonably practicable following the Relevant Transfer Date.

1.1.3 The Provider (or its Sub-Contractor if relevant) will comply with the terms of the Direction Letter (including any terms which change as a result of changes in legislation) in respect of the Eligible

Employees until the day before the Exit Transfer Date for so long as they are employed on the delivery of the Services.

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

1.2 **Broadly Comparable Pension Benefits**

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

1.2.2 The Provider must supply to the Authority details of its (or its Sub-Contractor's) Broadly Comparable scheme and provide a full copy of the valid certificate of Broad Comparability covering all Eligible Employees, as soon as it is able to do so and in any event as soon as reasonably practicable after the Relevant Transfer Date.

1.3 **Transfer Option**

As soon as reasonably practicable the relevant Sub-Contractor must provide the Eligible Employees with the Transfer Option, where the former provider offered, or the relevant sub-contractor offers, a Broadly Comparable scheme.

1.4 **Calculation of Transfer Amount**

1.4.1 The Authority will use reasonable endeavours to procure that 20 Operational Days after the Transfer Option Deadline, the Transfer Amount is calculated by the former provider's Actuary on the following basis and notified to the relevant Sub-Contractor along with any appropriate underlying methodology.

1.4.1.1 If the former provider offers a Broadly Comparable scheme to Eligible Employees:

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

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

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

1.4.1.2 If the former provider offers the NHS Pension Scheme to Eligible Employees, the Transfer Amount will be calculated by the NHS Pension Scheme's Actuary on the basis applicable for bulk transfer terms from the NHS Pension Scheme set by the Department of Health from time to time.

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

1.5 **Payment of Transfer Amount**

Subject to:

1.5.1 the period for acceptance of the Transfer Option having expired; and

1.5.2 the relevant Sub-Contractor having provided the trustees or managers of the former provider's pension scheme (or NHS Business Services Authority, as appropriate) with completed and signed forms of consent in a form acceptable to the former provider's pension scheme from each Eligible Employee in respect of the Transfer Option; and

1.5.3 the calculation of the Transfer Amount in accordance with Paragraph 1.4 (*Calculation of Transfer Amount*); and

1.5.4 the trustees or managers of the Sub-Contractor's Broadly Comparable scheme (or NHS Business Services Authority, as appropriate) having confirmed in writing to the trustees or managers of the former provider's pension scheme (or NHS Business Services Authority, as appropriate) that they are ready, willing and able to receive the Transfer Amount and the bank details of where the Transfer Amount should be sent, and not having revoked that confirmation,

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

1.6 **Credit for Transfer Amount**

Subject to prior receipt of the Transfer Amount (and any shortfall payable), by the trustees or managers of the Sub-Contractor's Broadly Comparable scheme (or NHS Business Services, as appropriate), the Provider will use reasonable endeavours to procure that year-for-year day-for-day service credits are granted in the or Sub-Contractor's Broadly Comparable scheme (or NHS Pension Scheme), or an actuarial equivalent agreed by the Authority's Actuary (and NHS Pension Scheme Actuary) in accordance with Fair Deal for Staff Pensions as a suitable reflection of the differences in benefit structure between the NHS Pension Scheme and the Sub-Contractor's pension scheme.

2. **Premature Retirement Rights**

2.1 From the Transfer Date until the day before the Exit Transfer Date, the Provider will use reasonable endeavours to procure that the relevant Sub-Contractor will provide Premature Retirement Rights in respect of the Eligible Employees that are the same as the benefits they would have received had they remained employees of an NHS Body or other employer which participates automatically in the NHS Pension Scheme.

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

4.1 If the Authority is entitled to terminate this Agreement, the Authority may in its sole discretion instead of exercising its right permit the relevant Sub-Contractor to offer Broadly Comparable Pension Benefits, on such terms as decided by the Authority.

4.2 If the Authority is notified by NHS Business Services Authority of any NHS Pension Scheme Arrears, the Authority will be entitled to deduct all or part of those arrears from any amount due to be paid by that Authority to the Provider having given the Provider 5 Operational Days' notice of its intention to do so, and to pay any sum deducted to NHS Business Services Authority in full or partial settlement of the NHS Pension Scheme Arrears. This set-off right is in addition to and not instead of the Authority's right to terminate the Agreement under the main provisions of this Agreement.

4. **Compensation**

5.1 If the Sub-Contractor is unable to provide the Eligible Employees with either:

5.1.1 membership of the NHS Pension Scheme (having used its best endeavours to secure a Direction Letter); or

5.1.2 a Broadly Comparable scheme,

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

5.2 This flexibility for the Authority to allow compensation in place of Pension Benefits is in addition to and not instead of the Authority's right to terminate the Agreement under the main provisions of this Agreement.

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

6.1 The Provider must indemnify and keep indemnified the Authority and any new provider against all Losses arising out of any claim by any Eligible Employee that the provision of (or failure to provide) Pension Benefits and Premature Retirement Rights from the Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

6.2 The Provider must indemnify and keep indemnified the Authority, NHS Business Services Authority and any new provider against all Losses arising out of the Provider (or its Sub-Contractor) allowing anyone who is not an Eligible Employee to join or claim membership of the NHS Pension Scheme at any time during the Contract Term.

6.3 The Provider must indemnify the Authority, NHS Business Services Authority and any new provider against all Losses arising out of its breach of this Annex A and/or the terms of the Direction Letter.

7 Sub-contractors

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

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

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

8 Direct Enforceability by the Eligible Employees

8.1 Notwithstanding the provisions of B41 of this Agreement, the provisions of this Annex A may be directly enforced by an Eligible Employee against the Provider and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 will apply to the extent necessary to ensure that any Eligible Employee will have the right to enforce any obligation owed to him or her by the Provider under this Annex in his or her own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

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

9 Pensions on Transfer of Employment on Exit

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

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

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

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

ANNEX B TO SECTION C9

Transferring Former Provider Employees

Name	NI Number

C10 - EMPLOYMENT EXIT PROVISIONS

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

2. This Agreement envisages that subsequent to its commencement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Agreement, or part or otherwise) resulting in a transfer of the Services in whole or in part (Subsequent Transfer). If a Subsequent Transfer is a Relevant Transfer then the Authority or Replacement Provider will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date. The Authority and the Provider further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Provider and the Relevant Employees (except in relation to any contract terms
disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Provider and/or a Replacement Sub-contractor (as the case may be) and each such Relevant Employee.

3. The Provider shall and shall procure that any Sub-Contractor shall on receiving notice of termination of this Agreement or notification of a tender or re-tender further to clause B7.9 or otherwise, on request from the Authority and at such times as required by the Employment Regulations, provide in respect of any person engaged or employed by the Provider or any Sub-Contractor in the provision of the Services, the Provider's Provisional Staff List and the Staffing Information together with any additional information required by the Authority, as set out in the information request form attached in C10 Annex 1. The Provider shall notify the Authority of any material changes to this information as and when they occur.

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

5. The Authority shall be permitted to use and disclose the Provider's Provisional Staff List, the Provider's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Provider for any services that are substantially the same type of services as (or any part of) the Services.

6. The Provider warrants to the Authority and the Replacement Provider that the Provider's Provisional Staff List, the Provider's Final Staff List and the Staffing Information will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Provider's Final Staff List.

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

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

9. From the date of the earliest event referred to in paragraph 2, the Provider agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Provider's Provisional Staff List and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):
(a) replace or re-deploy any Staff listed on the Provider Provisional Staff List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
(b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Staff (including any payments connected with the termination of employment);
(c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Staff save for fulfilling assignments and projects previously scheduled and agreed;
(d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Provider's Provisional Staff List;
(e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
or
(f) terminate or give notice to terminate the employment or contracts of any persons on the Provider's Provisional Staff List save by due disciplinary process,
and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Provider and any Replacement Sub-contractor of any notice to terminate employment given by the Provider or relevant Sub-contractor or received from any persons listed on the Provider's Provisional Provider Staff List regardless of when such notice takes effect.

10. The Provider shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Relevant Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Relevant Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Provider and/or the Sub-contractor (as appropriate); and (ii) the Replacement Provider and/or Replacement Sub-contractor.

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

12. The Provider shall indemnify and keep indemnified in full the Authority and at the Authority's request each and every Replacement Provider against all Employee Liabilities (whether occurring before, on or after the Service Transfer Date, relating to:

(a) any person who is or has been employed or engaged by the Provider or any Sub-Contractor in connection with the provision of any of the Services; or

(b) any trade union or staff association or employee representative;

and arising from or connected with any failure by the Provider and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of the Employment Regulations or any award of compensation under regulation 15 of the Employment Regulations and, whether any such claim arises or has its origin before or after the

Service Transfer Date. For the avoidance of doubt, any such indemnity obligation under this clause 12 will only arise in the event that there are Employee Liabilities arising as a result of the Provider's or its Subcontractors acts or omissions as regards the Employment Regulations and to the extent they do not arise in consequence of any Authority or Replacement Provider acts or omissions.

13. The Parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.

14. The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply from paragraph 2 to paragraph 11, to the extent necessary to ensure that any Replacement Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Provider by the Provider or the Authority in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

15. Despite paragraph 14, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

ANNEX 1 to Section C10

[TO BE PROVIDED IN ANONYMISED FORM[1] EXCLUDING THE FOLLOWING INFORMATION – NI Number, Marital Status, Emergency Contact, Bank Details which the Provider is not required to provide to the Authority or any other third party]

Transfer of Undertaking
Employee Liability Information Request

Section 1 Employee Information by Individual
Section 2 General Terms and Conditions and Agreements
Section 3 Current and Outstanding Issues
Section 4 Additional Information

Section 1 Employee Information by Individual

Title (Mr, Miss, Mrs)	
Full Name (First, Middle and Last Name)	
Other Names (eg Known As)	
Date of Birth	
Full Home Address (including Postcode)	
Telephone Numbers Home Mobile	
Gender	
Registered Disabled (Y?N) If yes provide details of any adjustments currently made	
Marital Status	
Ethnic Origin	
Nationality	
National Insurance Number	
Emergency Contact Details Name of individual Contact Telephone number Relationship to you	
Job Title	
Job Description (or provide copy of)	
Job Location	
Employment Status (eg Permanent, Casual, Temporary, fixed Term) If Temporary or Fixed Term – Contract End Date	
Contractual Hour Per Week Weeks per year Full Time or Part Time? Working Pattern (include days and times)	
Employee Grade (if applicable)	
Annual Salary (include any details relating to pay protection and end date) Actual Salary FTE Salary (if applicable)	
Hourly Rate of Pay	
Details of Contractual Overtime (including rates of pay)	
Details of non-contractual overtime (including rates of pay)	
Bonus or Commission Payments	
Annual Leave Allowance	

[1] Provider to ensure a complete copy which can be correlated to anonymised information previously provided is available immediately prior to any Service Transfer Date

Leave Year Leave remaining for this current year Details of payments made relating to Holiday Pay on termination of employment (if applicable)	
Employee Continuous Start Date	
Is this employee on or due to go on Maternity, Paternity, Adoption or Parental Leave (provide details and dates)	
Is this employee part of a job share arrangement? Details of any flexible working arrangements	
Member of the Pension Scheme?	
Employee Notice Period Employer Notice Period	
Details of Sickness Absence taken in the last 12 months Details of sick pay arrangements (SSP or Contractual)	
Deductions from Salary (Include details of) Childcare Vouchers Private Healthcare Company Car/Van Private Healthcare Private Healthcare Attachment of Earnings Personal Accident Cover Other Deductions (please state)	
Bank Details Bank Name and Address Sort Code Account Number Roll Number (if applicable)	
DBS Details Certificate Number Date of Issue	
Accidents within the last 2 years? Please provide details and any claims pending or potential claims	
Any Grievances raised by the employee in the last 2 years? Please provide details	
Has the employee been subject to any Disciplinary investigations in the last 2 years? If so, what if any sanctions were issued?	

Section 2 General Terms and Conditions and Agreements

Pay Date (if different dates for employees, please state details)	
Total number of employees engaged within the entity which will transfer?	
Pay Frequency (eg Weekly/Monthly)	
Method of Payment (eg BACS Transfer)	
Details of Salary Bands applicable to transferring employees	
Pension Employer Contribution Rate Employee Contribution Rate Early Retirement Provision? Life Assurance/Death in Service Payments?	
Overtime Rates Include details of overtime policy	
Policy for Bank/Public Holiday Working	

Policy for Shift Working Include details of Weekend Working, Night Working, Standby and Recall to work	
Details of any additional payments	
Sickness Policy Include details of pay entitlement	
Details of Mobility Clauses within contracts?	
Provide copies of the Maternity, Paternity, Adoption and Parental Leave policies that apply to these employees.	
Provide copies of the Travel, Subsistence and Relocation policies that apply to these employees.	
Provide copies of the Redundancy Entitlement policies that apply to these employees	

Section 3 Current and Outstanding Issues

Details of proposed pay increases	
Instances of any legal action or claims made against you by employees engaged on this contract taken within the last 2 years. Please state any instances of any claims or legal action that you have reasonable grounds to believe that an employee may bring against the incoming employer in relation to their employment with you.	
Details of Employment Tribunal Claims Outstanding	

Section 4 Additional Information

Have there been any dismissals of employees attached to this contract in the last 5 years?	
Employee Training Logs Details of training that employees have attended.	
Provide copies of your standard contract of employment and employees Statements of Written Particulars	
Provide details of any variations to terms and conditions in the previous 2 years	
Details of any collective agreements relating to this group of staff.	
Details of Trade Union Facilities and provide names of representatives and any disputes pending	
Copies of policies and staff handbooks relating to this group of staff	
Please provide details of any locally arranged working arrangements	
Provide Name of Employers Liability Insurers including policy number.	
Provide copies of any Personal Accident Insurance Policy	

C11. CONTRACT BINDING ON SUCCESSORS

This Contract will be binding on and will be to the benefit of the Authority and Provider and their respective successors and permitted transferees and assigns.

C12. HUMAN RIGHTS

The Provider must not do or permit to allow anything to be done which is incompatible with the rights contained in the European Convention on Human rights and the Human Rights Act 1998. Without prejudice to the rights of the Authority under clause B25 (*Indemnities*), the Provider must indemnify the Authority against any loss, claims and expenditure resulting from the Provider's breach of this clause.

C13. Not Used

C14. HEALTH AND SAFETY

C14.1 The Provider must promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of this Contract.

C14.2 The Provider must comply with the requirements of the Health and Safety at Work Act 1974 and any other Acts, orders regulations and codes of practice relating to health and safety which may apply to the Provider's staff and other persons working on the Provider's Premises in the performance of this Contract.

C14.3 The Provider must on written request of the Authority and in any event within 5 Business Days of that request, provide the Authority with a copy of its health and safety policy statement (as required by the Health and Safety at Work Act 1974).

C15. BRANDING POLICY

The Provider must comply with the Authority's local brand policy and guidelines, as revised, updated or re-issued from time to time.

C16. CONFLICTS OF INTEREST

If a Party becomes aware of any conflict of interest which is likely to have an adverse effect on the other Party's decision whether or not to contract or continue to contract substantially on the terms of this Contract, the Party aware of the conflict must immediately declare it to the other. The other Party may then take whatever action under this Contract as it deems necessary.

C17. CHANGE IN CONTROL

C17.1 This clause applies to any Provider Change in Control and/or any Material Sub-Contractor Change in Control, but not to a Change in Control of a company which is a Public Company.

C17.2 The Provider must:

(a) as soon as possible on, and in any event within 5 Business Days following, a Provider Change in Control; and/or

(b) immediately on becoming aware of a Sub-contractor Change in Control,

notify the Authority of that Change in Control and submit to the Authority a completed Change in Control Notification.

C17.3 If the Provider indicates in the Change in Control Notification an intention or proposal to make any consequential changes to its operations then, to the extent that those changes require a change to the terms of this Contract in order to be effective, they will only be effective when a Variation is made in accordance with clause B22 (*Variations*). The Authority will not and will not be deemed by a failure to respond or comment on the Change in Control Notification to have agreed to or otherwise to have waived its rights under clause B22 (*Variations*) in respect of that intended or proposed change.

C17.4 The Provider must specify in the Change in Control Notification any intention or proposal to make a consequential change to its operations which would or would be likely to have an adverse effect on the Provider's ability to provide the Services in accordance with this Contract. If the Provider does not do so it will not be entitled to propose a Variation in respect of that for a period of 6 months following the date of that Change in Control Notification, unless the Authority agrees otherwise.

C17.5 If the Provider does not specify in the Change in Control Notification an intention or proposal to sell or otherwise dispose of any legal or beneficial interest in the Provider's Premises as a result of or in connection with the Change in Control then, unless the Authority provides its written consent to the relevant action, the Provider must:

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

(d) continue providing the Services from the Provider's Premises,

in each case for at least 12 months following the date of that Change in Control Notification. The provisions of this clause will not apply to an assignment by way of security or the grant of any other similar rights by the Provider consequent upon a financing or re-financing of the transaction resulting in Change of Control.

C17.6 The Provider must supply (and must use its reasonable endeavours to procure that the relevant Sub-contractor supplies) to the Authority, whatever further information relating to the Change in Control the Authority may, within 20 Business Days after receiving the Change in Control Notification, reasonably request.

C17.7 The Provider must use its reasonable endeavours to ensure that the terms of its contract with any Sub-contractor include a provision obliging the Sub-contractor to inform the Provider in writing on, and in any event within 5 Business Days following, a Sub-contractor Change in Control in respect of that Sub-contractor.

C17.8 If:

(a) there is a Sub-contractor Change in Control; and

(b) following consideration of the information provided to the Authority in the Change in Control Notification or under clause C17.6, the Authority reasonably concludes that, as a result of that Sub-contractor Change in Control, there is (or is likely to be) an adverse effect on the ability of the Provider and/or the Sub-contractor to provide Services in accordance with this Contract (and, in reaching that conclusion, the Authority may consider any factor, in its absolute discretion, that it considers relevant to the provision of Services),

then:

(c) the Authority may, by serving a written notice upon the Provider, require the Provider to replace the relevant Sub-contractor within 30 Business Days (or other period reasonably specified by the Authority taking into account the interests of Service Users and the need for the continuity of Services); and

(d) the Provider must duly replace the relevant Sub-contractor within the period specified under clause C17.8.(c).

C17.9 Notwithstanding any other provision of this Contract:

(a) a Restricted Person must not hold, and the Provider must not permit a Restricted Person to hold, at any time 5% or more of the total value of any Security in the Provider or in the Provider's Holding Company or any of the Provider's subsidiaries (as defined in the Companies Act 2006); and

(b) a Restricted Person must not hold, and the Provider must not permit (and must procure that a Sub-contractor must not at any time permit) a Restricted Person to hold, at any time 5% or more of the total value of any Security in a Sub-contractor or in any Holding Company or any of the subsidiaries (as defined in the Companies Act 2006) of a Sub-contractor.

C17.10 If the Provider breaches clause C17.9.(b), the Authority may by serving written notice upon the Provider, require the Provider to replace the relevant Sub-contractor within:

(c) 5 Business Days; or

(d) whatever period may be reasonably specified by the Authority (taking into account any factors which the Authority considers relevant in its absolute discretion, including the interests of Service Users and the need for the continuity of Services),

and the Provider must replace the relevant Sub-contractor within the period specified in that notice.

C17.11 Nothing in this clause will prevent or restrict the Provider from discussing with the Co-ordinating Commissioner a proposed Change in Control before it occurs. In those circumstances, all and any information provided to or received by the Authority in relation to that proposed Change in Control will be Confidential Information.

C17.12 Subject to the Law and to the extent reasonable the Parties must co-operate in any public announcements arising out of a Change in Control.

C17.13 For the purposes of this clause:

Control means in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

(i) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or

(ii) as a result of any powers conferred by the articles of association or any other document regulating that or any other body corporate,

and a **Change in Control** if a person who Controls any body corporate ceases to do so or if another person acquires Control of it, provided that a Change in Control will be deemed not to have occurred if after any such sale or disposal the same entities directly or indirectly exercise the same degree of control over the relevant corporation

Change in Control Notification means a notification in the form to be provided to the Provider by the Authority and to be completed as appropriate by the Provider

Holding Companies means has the definition given to it in section 1159 of the Companies Act 2006

Institutional Investor means an organisation whose primary purpose is to invest its own assets or those held in trust by it for others, including a bank, mutual fund, pension fund, private equity firm, venture capitalist, insurance company or investment trust

Provider Change in Control means any Change in Control of the Provider or any of its Holding Companies

Public Company means:

a company which:

(i) has shares that can be purchased by the public; and

(ii) has an authorised share capital of at least £50,000 with each of the company's shares being paid up at least as to one quarter of the nominal value of the share and the whole of any premium on it; and

(iii) has securities listed on a stock exchange in any jurisdiction

Restricted Person means:

(i) any person, other than an Institutional Investor, who has a material interest in the production of tobacco products or alcoholic beverages; or

(ii) any person who the Authority otherwise reasonably believes is inappropriate for public policy reasons to have a controlling interest in the Provider or in a Sub-contractor

Security means shares, debt securities, unit trust schemes (as defined in the Financial Services and Markets Act 2000), miscellaneous warrants, certificates representing debt securities, warrants or options to subscribe or purchase securities, other securities of any description and any other type of proprietary or beneficial interest in a limited company

Sub-contractor Change in Control means any Change in Control of a Sub-contractor or any of its Holding Companies.

Tender Response Document

Name of TENDERING ORGANISATION **(please insert)**	**Addaction**

PMCV 013 – COMMUNITY DRUG AND ALCOHOL TREATMENT AND RECOVERY SERVICE

Shropshire Council Tender Response Document

Contract Description/Specification:

Shropshire Council is seeking a new provider of specialist community drug and alcohol treatment recovery service for adults and young people.
Recovery is defined as:
The process of recovery from problematic substance abuse use is characterised by voluntarily-sustained control over substance use which maximises health and wellbeing and participation in the rights, roles and responsibilities of society.
UK Drugs Policy Commission, 2008
The contract will include all aspects of community provision to support recovery and harm reduction, including the provision of pharmacological and psychosocial interventions (including community assisted withdrawal) to support adults and young people recover from problematic drug and alcohol use. A range of interventions to

reduce the spread of blood borne viruses and reduce drug related death will also form part of the contract.
The service will need to be responsive to changing needs, including reducing the rise in drug related deaths, an ageing opiate population, increasing numbers in treatment six years plus, novel psychoactive substances, dependence on prescribed and over the counter drugs.
In line the National Drug Strategy (NDS) of 2017 the service will also need to be ambitious for full recovery, improving both treatment quality and outcomes for different user groups, ensuring people get the right intervention to support their level of need. The service will need to work in partnership with a range of other agencies from both the statutory and voluntary sector, facilitating a joined up approach to the services that are essential to supporting every individual to live without dependence.
For young people, the service will need to be able to be flexible in its approach, working closely with Children and Family services, local schools and colleges to prevent the onset of drug and alcohol use and support those where use has become problematic
The new contract will be commissioned to meet the following outcomes:
•Freedom of dependence on drugs and / or alcohol;
•Prevention of drug related deaths and blood borne viruses;
•A reduction in crime and re-offending
•Sustained employment and the ability to access and sustain suitable accommodation;
•Improvement in mental and physical health and wellbeing;
•Improved relationships with family members, partners and friends;
•The capacity to be an effective parent.
It is envisaged the new provider will increase sustainable recovery and help reduce future demand. This will require a holistic approach that supports individuals and families in need, addresses other factors such as criminal justice, housing, health and employment issues.
It is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions of The Best Value Authorities Staff Transfers (Pensions) Direction 2007, in relation to the Local Government Pension Scheme (as administered by Shropshire County Pension Fund) will also be required. Please note compliance with NHS pension rights will also be required. Applicants are advised to seek their own legal advice about the practicality of these regulations.
As a public authority, in line with the Public Services (Social Value) Act 2012 the Council has due regard to economic, social and environmental well-being in Shropshire. Accordingly the council is looking, in relation to the delivery of this contract, for proposals from contractors that could help provide social value benefits within Shropshire where practicable and to maximise the social and economic impact of the proposed contract.
This is a notice for Social and specific services in accordance with Directive 2014/24/EU Article74 being Public Health Services. Accordingly the Council will follow a process based on the principles of transparency. The Council will treat all economic operators equally and in a non-discriminatory way.
The contract will run for an initial period of three years with an option to extend for 12 month periods up to a maximum of a further 4 years.
Excluded from this contract is inpatient assisted withdrawal, community pharmacy needle exchange and the medications budget.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;

   a) Where the tenderer is an individual, by that individual;

   b) Where the tenderer is a partnership, by two duly authorised partners;

   c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1 (a). All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.

4. Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

Contents

Evaluation Criteria

Tenders will be evaluated on the answers provided in this 'Tender Response Document' in the Standard Selection Questionnaire part. The following criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria Pass/Fail Questions (Sections B Part 1 – Part 3)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for Mandatory Exclusion
Section B Part 3 Section 3	Grounds for Discretionary Exclusion

In relation to discretionary exclusion grounds (section B part 3):-

Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	**Award Criteria**	**Weighting / Max Marks Available**
Price 10% (111 marks)		
Section C / Q 1	Price	111 marks
	Total for value for money	**111 max marks**
Quality (90% / 1000 marks)		
	System Requirements	**20% / 200 marks**
Section C / Q 2.1a	Service Model	4 / 40 max marks
Section C / Q 2.1b	Key Performance Indicators	4 / 40 max marks
Section C / Q 2.1c	Adult and Children Safeguarding	4 / 40 max marks
Section C / Q 2.1d	Maintaining pathways with key partners and relevant agencies	2 / 20 max marks

Section C / Q 2.1e	Responding to the needs of multiple disadvantaged individuals	2 / 20 max marks
Section C / Q 2.1f	Additional Value	2 / 20 max marks
Section C / Q 2.1g	Promoting Service User and Carer Plans	2 / 20 max marks
	Prevention	**5% / 50 marks**
Section C / Q 3.1a	Outreach and Prevention success within the rural county of Shropshire	2 / 20 max marks
Section C / Q 3.1b	Supporting partner agencies	1.5 / 15 max marks
Section C / Q 3.1c	Managing Barriers	1.5 / 15 max marks
	Early Intervention	**10% / 100 marks**
Section C / Q 4.a	Model and approach to deliver Early Intervention	10 / 100 max marks
	Treatment	**15% / 150 marks**
Section C / Q 5.1a	Service delivery for service users using different modalities	3 / 30 max marks
Section C / Q 5.1b	Stabilisation and Recovery	2.25 / 22.5 max marks
Section C / Q 5.1c	Recovery Journey Treatment	3 / 30 max marks
Section C / Q 5.1d	Successful completions from structured treatment	1.5 / 15 max marks
Section C / Q 5.1e	Relapse Prevention	1.5 / 15 max marks
Section C / Q 5.1f	Harm Reduction	2.25 / 22.5 max marks
Section C / Q 5.1g	Coexisting Substance Misuse	1.5 / 15 max marks
	Recovery	**10% / 100 marks**
Section C / Q 6.1a	Developing and implementing peer mentoring	4 / 40 max marks
Section C / Q 6.1b	Developing recovery capital	3 / 30 max marks
Section C / Q 6.1c	Promoting Service User and Carer Engagement	3 / 30 max marks
	Young People	**5% / 50 marks**
Section C / Q 7.1a	Pathways for different needs of young people	2.5 / 25 max marks
Section C / Q 7.1b	Transitioning between young people and adult's services	2.5 / 25 max marks
	Family and Friends	**5% / 50 marks**
Section C / Q 8.1a	Intervention and anticipated outcomes for family and friends	2.5 / 25 max marks
Section C / Q 8.1aii	Supporting those affected by drug and alcohol use disorder	2.5 / 25 max marks
	Workforce	**10% / 100 marks**
Section C / Q 9.1a	Organisational structure chart	4 / 40 marks
Section C / Q 9.1b	Identification of required resources	4 / 40 marks
Section C / Q 9.1c	Mandatory training requirements	1 / 10 marks
Section C / Q 9.1d	Retention and Recruitment	1 / 10 marks
	Mobilisation	**5% / 50 marks**

Section C / Q 10.1a	Transferring active service users	1.5 / 15 marks
Section C / Q 10.1b	TUPE	1 / 10 marks
Section C / Q 10.1c	Arrangements and communication with partners	1.5 / 15 marks
Section C / Q 10.1d	Suitable premises	0.5 / 5 marks
Section C / Q 10.1e	Marketing and Communication	0.5 / 5 marks
	Quality and Clinical Governance	**5% / 50 marks**
Section C / Q 11.1a	Decision making processes	1.25 / 12.5 marks
Section C / Q 11.1b	Describe systems and processes	2.5 / 25 marks
Section C / Q 11.1c	Governance Structures and accreditation processes	1.25 / 12.5 marks
	Information Management	**5% / 50 marks**
Section C / Q 12.1a	Describe your IT based case management system	2.5 / 25 marks
Section C / Q 12.1b	Integrated patient record	2.5 / 25 marks
	Social Value	**5% / 50 marks**
Section C / Q 13.1a	Social Value considerations	5 / 50 marks
	Total for quality	**1000 marks**

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	***10***	*Exceeds the requirement.* *Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.*
	9	
Good	***8***	*Satisfies the requirement with minor additional benefits* *Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.*
	7	
Acceptable	***6***	*Satisfies the requirement.* *Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.*
	5	

Minor Reservations	***4***	*Satisfies the requirement with minor reservations* *Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.*
	3	
Serious Reservations	***2***	*Satisfies the requirement with major reservations.* *Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.*
	1	
Unacceptable	***0***	*Does not meet the requirement* *Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.*

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest initial mark for Quality Criteria overall will receive the full 1000 marks available for Quality. Other tenders will receive a final mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being 111. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Price has an overall weighting of 10% of the total evaluation criteria. Please complete the pricing schedule attached. The price that will be evaluated will be the cost of the basket of goods as shown in cell **C19** on the 'Summary' worksheet.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council
Tender for Community Drug and Alcohol Treatment and Recovery Service.

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of Community Drug and Alcohol Treatment and Recovery Service at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the contract terms and conditions including specification for Community Drug and Alcohol Treatment and Recovery Service, copies of which we have received.

Sig [redacted] Name [redacted] .....

Date …19 October 2018……..

Designation Executive Director of New Business & Contract Retention……..

Company…Addaction……

Address …67-69 Cowcross Street, London……..…….

…….

…….. Post Code …EC1M 6PU.……

Tel No 020 72515860…….. Fax No …….

E-mail address …newbusiness@addaction.org.uk……..

Web address ……www.addaction.org.uk…….

Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called "the Council")

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status: Executive Director of New Business & Contract Retention……

Signed (2) .

(For and on behalf of Addaction……..)

Date …19 October 2018……..

personal info

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called "the Council")

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

Signed (1) …..... Status Executive Director of New Business & Contract Retention……

[redacted]

Signed (2) …… Status: Company Secretary……

(For and on behalf of Addaction… [redacted] ……..)

Date …19 October 2018……..

personal info

Section A:
4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

No If yes, please give details:

Name	Relationship
	N/A

***Please note**:*
This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)
Status: Executive Director of New Business & Contract Retention… [redacted]

Signed (2) … [redacted] Status: Company Secretary……

(For and on behalf of ……Addaction……..)

Date ……19 October 2018……..

SECTION B

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.

2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.

5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

6. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	Addaction
1.1(b) – (i)	Registered office address (if applicable)	67-69 Cowcross Street, London EC1M 6PU
1.1(b) – (ii)	Registered website address (if applicable)	www.addaction.org.uk
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	Other – Registered company limited by guarantee
1.1(d)	Date of registration in country of origin	9 February 1991
1.1(e)	Company registration number (if applicable)	2580377
1.1(f)	Charity registration number (if applicable)	1001957
1.1(g)	Head office DUNS number (if applicable)	76-629-0464
1.1(h)	Registered VAT number	VAT exempt
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes X No ☐ N/A ☐
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	Addaction is a registered company limited by guarantee no. 2580377 and registered Charity no. 1001957
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes ☐ No X

1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	N/A – Addaction have answered No to 1.1(j) – (i)
1.1(k)	Trading name(s) that will be used if successful in this procurement.	Addaction
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutal	N/A – Addaction do not fall within one of these classifications
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)[2]?	Yes ☐ No X
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: [3] - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	N/A
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	N/A
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	N/A

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

2 See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

3 UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

commercial info

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model	
Question number	Question	Response
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes ☐ No X If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.
1.2(a) - (ii)	Name of group of economic operators (if applicable)	N/A
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	N/A
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes X No ☐
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.	

Name	[redacted]		
Registered address	[redacted]		
Trading status	[redacted]		
Company registration number	[redacted]		

commercial info

Head Office DUNS number (if applicable)	[redacted]		
Registered VAT number	[redacted]		
Type of organisation	[redacted]		
SME (Yes/No)	[redacted]		
The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables	[redacted]		
The approximate % of contractual obligations assigned to each sub-contractor	[redacted]		

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

personal info

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.
I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	[redacted]
1.3(b)	Name of organisation	Addaction
1.3(c)	Role in organisation	Executive Director of New Business & Contract Retention
1.3(d)	Phone number	[redacted]
1.3(e)	E-mail address	[redacted]
1.3(f)	Postal address	67-69 Cowcross Street, London EC1M 6PU
1.3(g)	Signature (electronic is acceptable)	[redacted]
1.3(h)	Date	19 October 2018

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	**Regulations 57(1) and (2)** The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.	
	Participation in a criminal organisation.	Yes ☐ No X If Yes please provide details at 2.1(b)
	Corruption.	Yes ☐ No X If Yes please provide details at 2.1(b)
	Fraud.	Yes ☐ No X If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes ☐ No X If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes ☐ No X If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes ☐ No X If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	N/A
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a	Yes ☐ No ☐ N/A – Answered No to all the above

	relevant ground for exclusion? (Self Cleaning)	
2.3(a)	**Regulation 57(3)** Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes ☐ No X
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	N/A

CQC Registration

2.4	Please confirm that you are registered with CQC	Yes X No ☐

General Data Protection Regulation (GDPR)

2.5	The service provider needs to demonstrate at all times during the contract duration that it is GDPR compliant and provide an adequate guarantee that it has , or can, implement appropriate technical and organisational measures that are sufficient to secure that the processing will (a) meet the requirements of the GDPR and (b) ensure the protection of the rights of the data subject. The provider should likewise not be passing on any personal data to a sub-contractor or other organisation that cannot comply with these terms and the provider must ensure that this is the case before handing over any personal data.	
2.5 (a)	Please confirm that you are compliant with the new General Data Protection Regulations	Yes X No ☐
2.5 (b)	Please confirm the technical and organisational measures you have put in place to secure that your data processing (a) meet the requirements of the GDPR (b) ensure the protection of the rights of the data subject and how this would work in	 Yes X No ☐ Yes X No ☐

	practice if you undertook this contract on our behalf?	
2.5 (c)	Please confirm if you would be passing any personal data onto any sub-contractor or other third party organisation in undertaking this contract on our behalf	No X
2.5 (d)	If yes please confirm how you would ensure that such sub-contractor / organisations can also comply with the General Data Protection Regulations N/A – answered No to 2.5 (c)	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
3.1(a)	Breach of environmental obligations?	Yes ☐ No X If yes please provide details at 3.2
3.1(b)	Breach of social obligations?	Yes ☐ No X If yes please provide details at 3.2
3.1(c)	Breach of labour law obligations?	Yes ☐ No X If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes ☐ No X If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes ☐ No X If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes ☐ No X If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes ☐ No X If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes ☐ No X If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages	Yes ☐ No X If yes please provide details at 3.2

	or other comparable sanctions?	

3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes ☐ No X If yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes ☐ No X If yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes ☐ No X If yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes ☐ No X If yes please provide details at 3.2

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	N/A – Answered No to the above

Part 3: Selection Questions

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide **one** of the following: answer with Y/N in the relevant box.	Yes X No ☐
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of	Yes ☐ No ☐

	Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes ☐ No ☐
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes ☐ No ☐
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes X No ☐

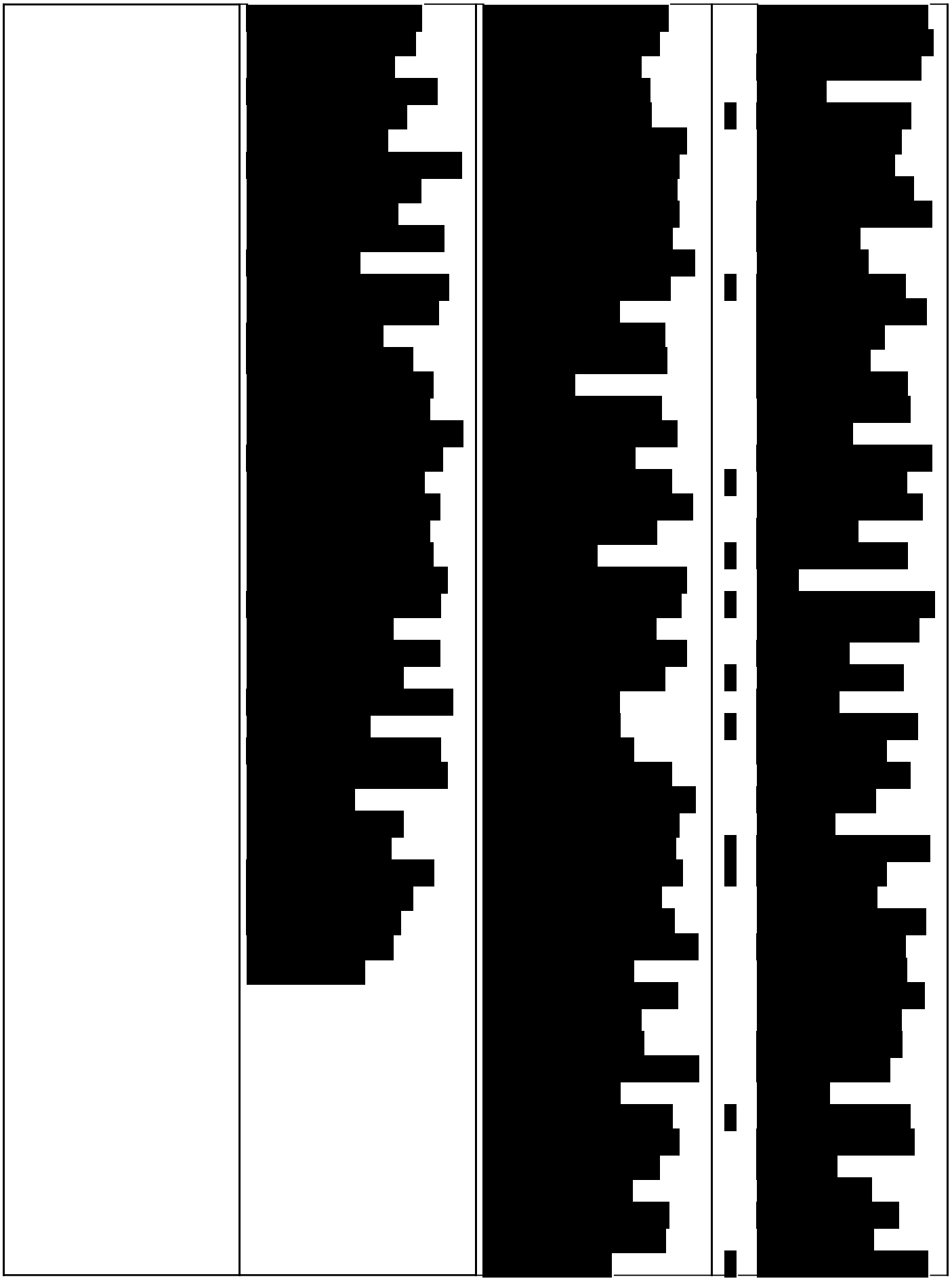
Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below: N/A	
Name of organisation		N/A
Relationship to the Supplier completing these questions		

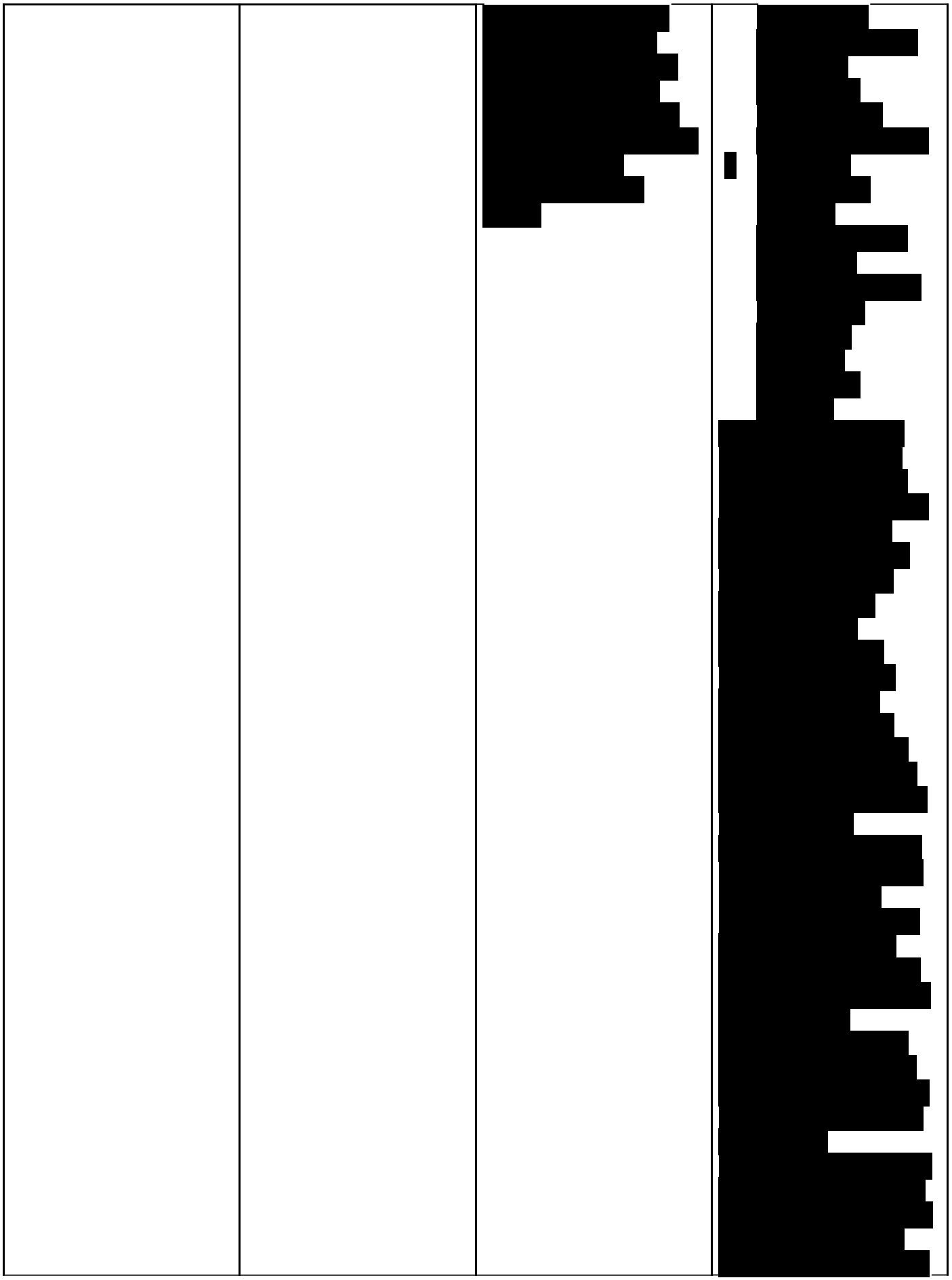
5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes ☐ No ☐
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes ☐ No ☐
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes ☐ No ☐

Section 6	**Technical and Professional Ability**
6.1	**Relevant experience and contract examples** Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.

	The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member). Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract. If you cannot provide examples see question 6.3

	Contact 1	Contact 2	Contact 3
Name of customer organisation	[redacted]	[redacted]	[redacted]
Point of contact in the organisation	[redacted]	[redacted]	[redacted]
Position in the organisation	[redacted]	[redacted]	[redacted]
E-mail address	[redacted]	[redacted]	[redacted]
Description of contract	[redacted]	[redacted]	[redacted]





			[redacted]
Contract Start date	[redacted]	[redacted]	[redacted]
Contract completion date	[redacted]	[redacted]	[redacted]
Estimated contract value	[redacted]	[redacted]	[redacted]

6.2	Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)
	[redacted]

	[redacted]

6.3	If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.
	N/A

Section 7	**Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015**	
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes X N/A ☐
	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes X [redacted]

		[redacted] No ☐ Please provide an explanation

7. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions
8.1	Insurance
	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: YES Employer's (Compulsory) Liability Insurance = £5 Million Public Liability Insurance = £10 Million Professional Indemnity Insurance = £5 Million Clinical Negligence Insurance = £5 Million *It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.

[4] Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills__Apprenticeships_PPN_vfinal.pdf

8.2 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	▢ Yes X No
2.	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission	▢ Yes X No

	or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination? If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date. If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	X Yes ▢ No

8.3 – Environmental Management

1.	Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to the this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.	▢ Yes X No
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	X Yes ▢ No

8.4 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	X Yes ▢ No
2.	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.	▢ Yes X No

	The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	X Yes ☐ No

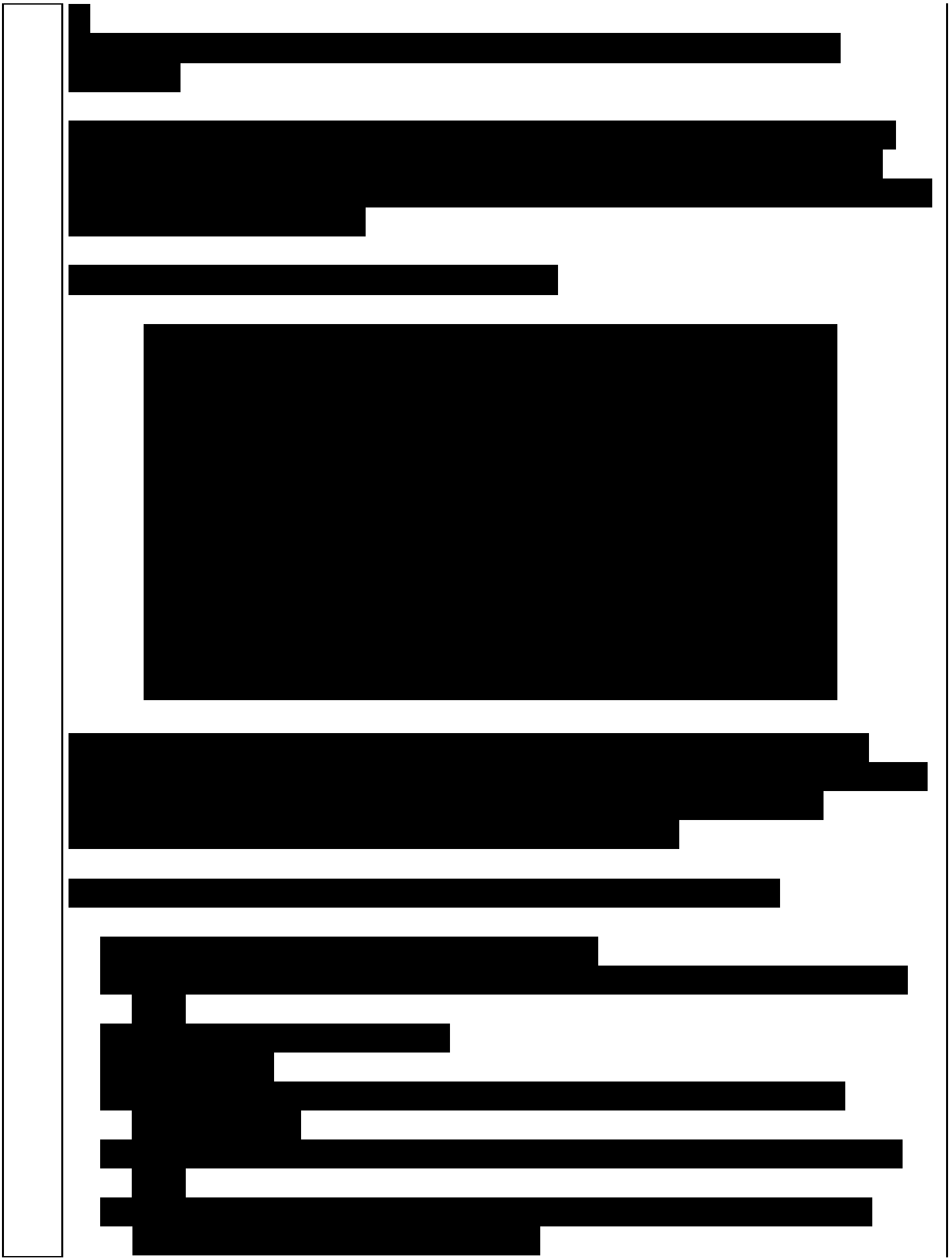
8.5 Safeguarding of children
(for services where staff come into regular contact with children)

1	Do you have a Safeguarding Policy or statement for safeguarding children?	Enclosed YES
2	For information: our requests for references will include a question relating to your organisation's record for safeguarding.	
3	As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire's Safeguarding Children Board (SSCB) and http://www.safeguardingshropshireschildren.org.uk/scb/index.html I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes. Signed … [redacted] …… Status…Exe Contract Retention… (For and on behalf of Addaction) Date …19 October 2018……..	

SECTION C – TENDER SCHEDULE

1.	**Pricing Schedule**
1.1	Please complete the Finance Model spreadsheet which will form part of your tender response.

	Quality Questions: Responses in Arial font size 12	**WEIGHTING** **Max score**
2.1	**System Requirements** Please detail how you intend to deliver the drug and alcohol services model, within the financial envelope provided as detailed in the service specification.	**20%** **200 max marks**
	Your answer should include the following: a) A description of your service model and how the different components will work together in practice in a rural county. b) How you will meet the Key Performance Indicators (KPIs) as detailed in (Appendix B of the Service specification). c) Your approach to ensure adult and children safeguarding issues are appropriately identified and addressed in collaboration with other services to reduce risks. d) How you will establish and maintain pathways with key partners and relevant agencies, and what you would see as priority areas for developing integration and joint working, with consideration to criminal justice, mental health issues and wider determinants. e) Include how you will ensure the service recognises and responds to the needs of individuals experiencing multiple disadvantage (homelessness, unemployment, mental health and substance misuse) f) Additional value you believe that your organisation and the service will bring through the delivery of the model. In particular how you will demonstrate return on investment in health, social care and the criminal justice system. g) A plan for how you will promote service user and carer (and others affected by substance misuse) plan. **Please limit your response to a max of** 2500 words.	Individual weightings 4 / 40 max marks 4 / 40 max marks 4 / 40 max marks 2 / 20 max marks 2 / 20 max marks 2 / 20 max marks 2 / 20 max marks



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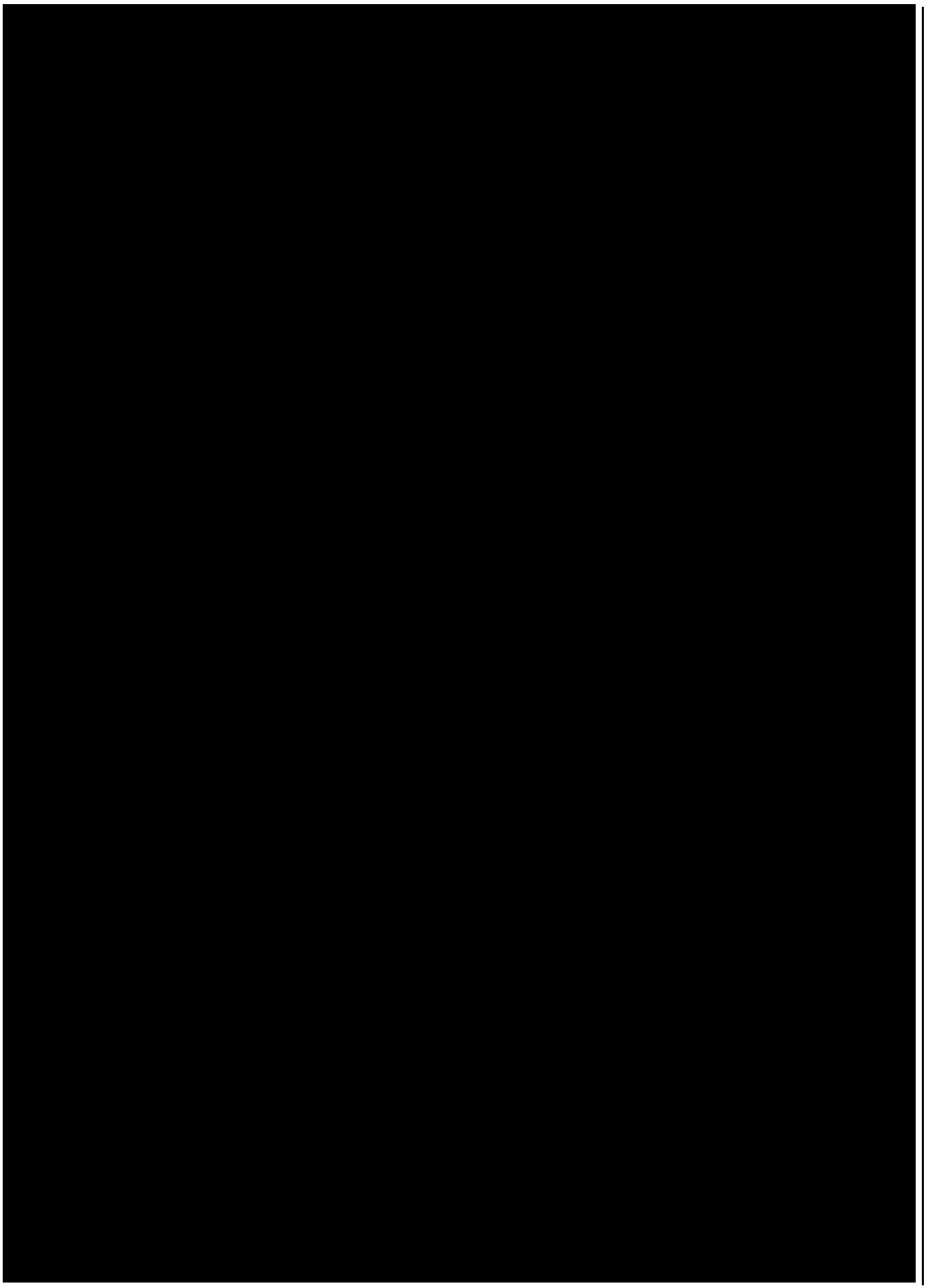

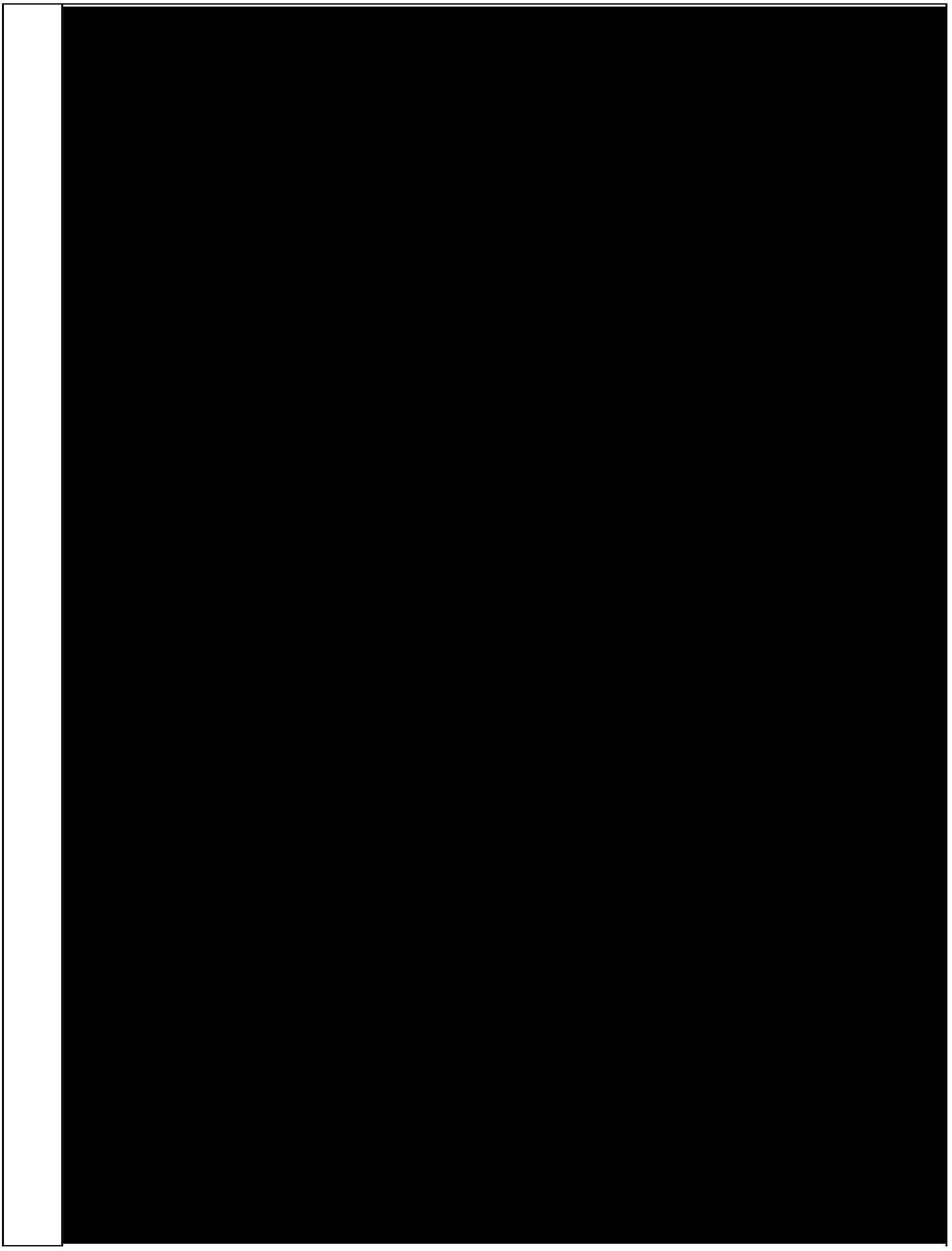

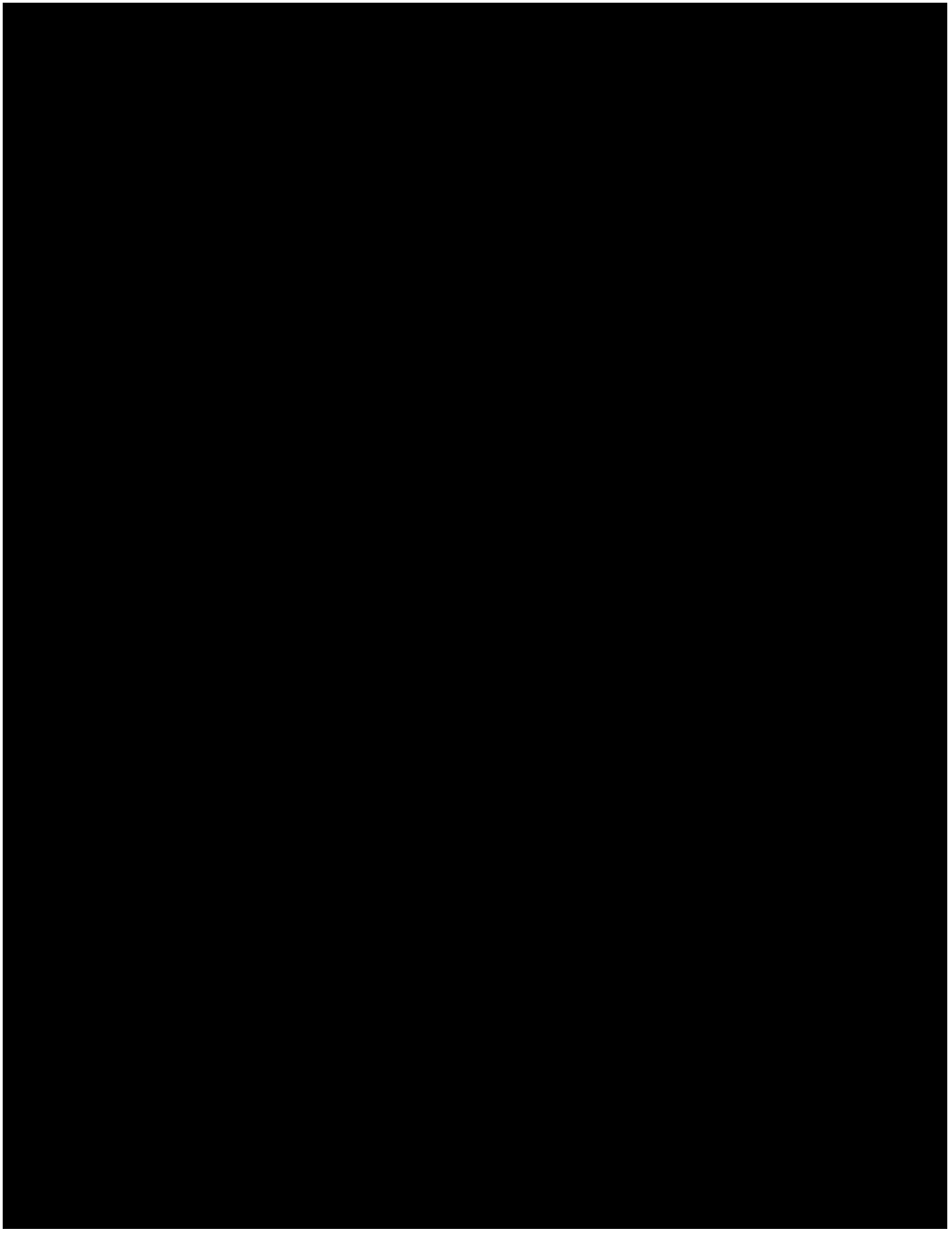

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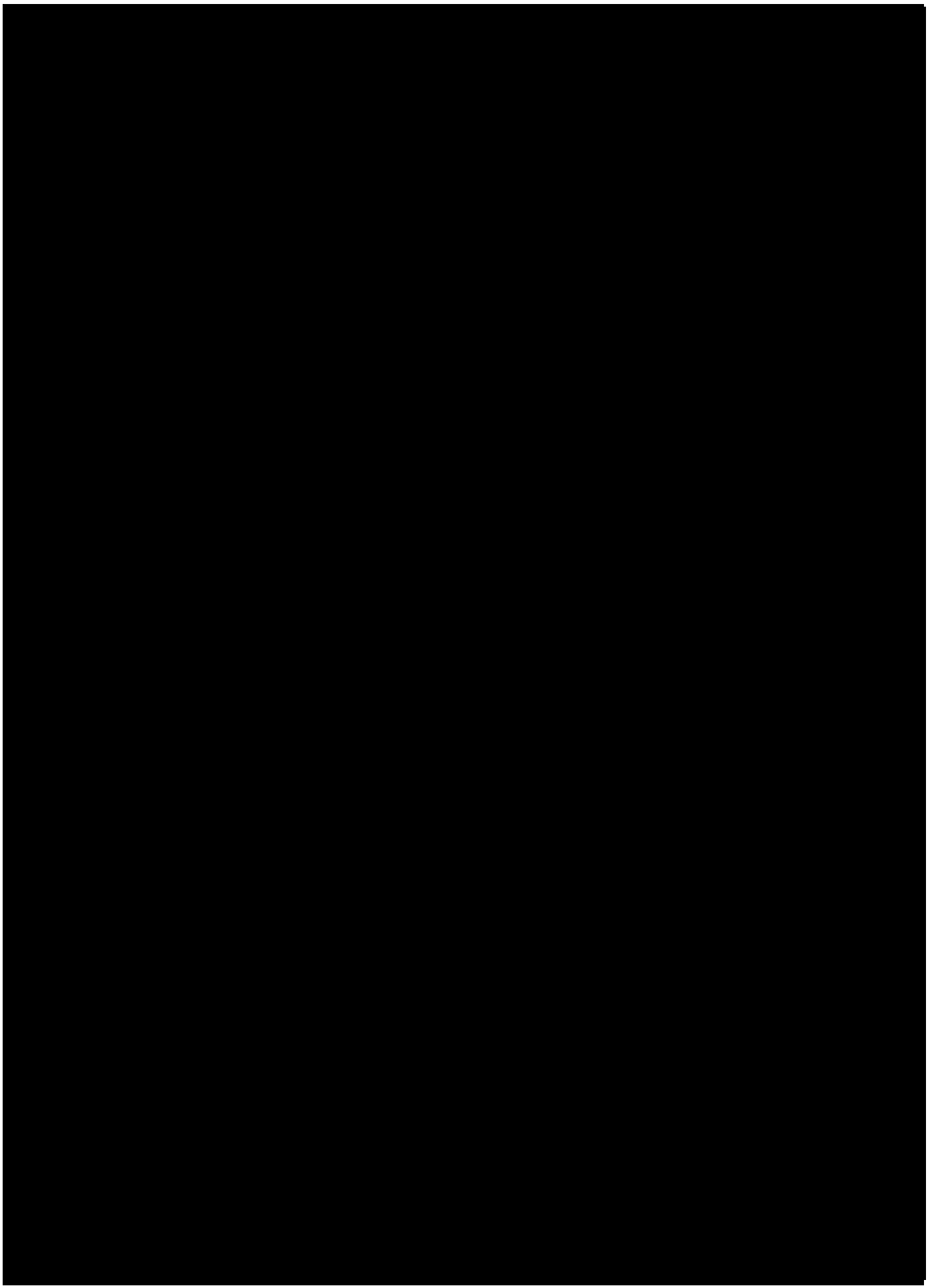

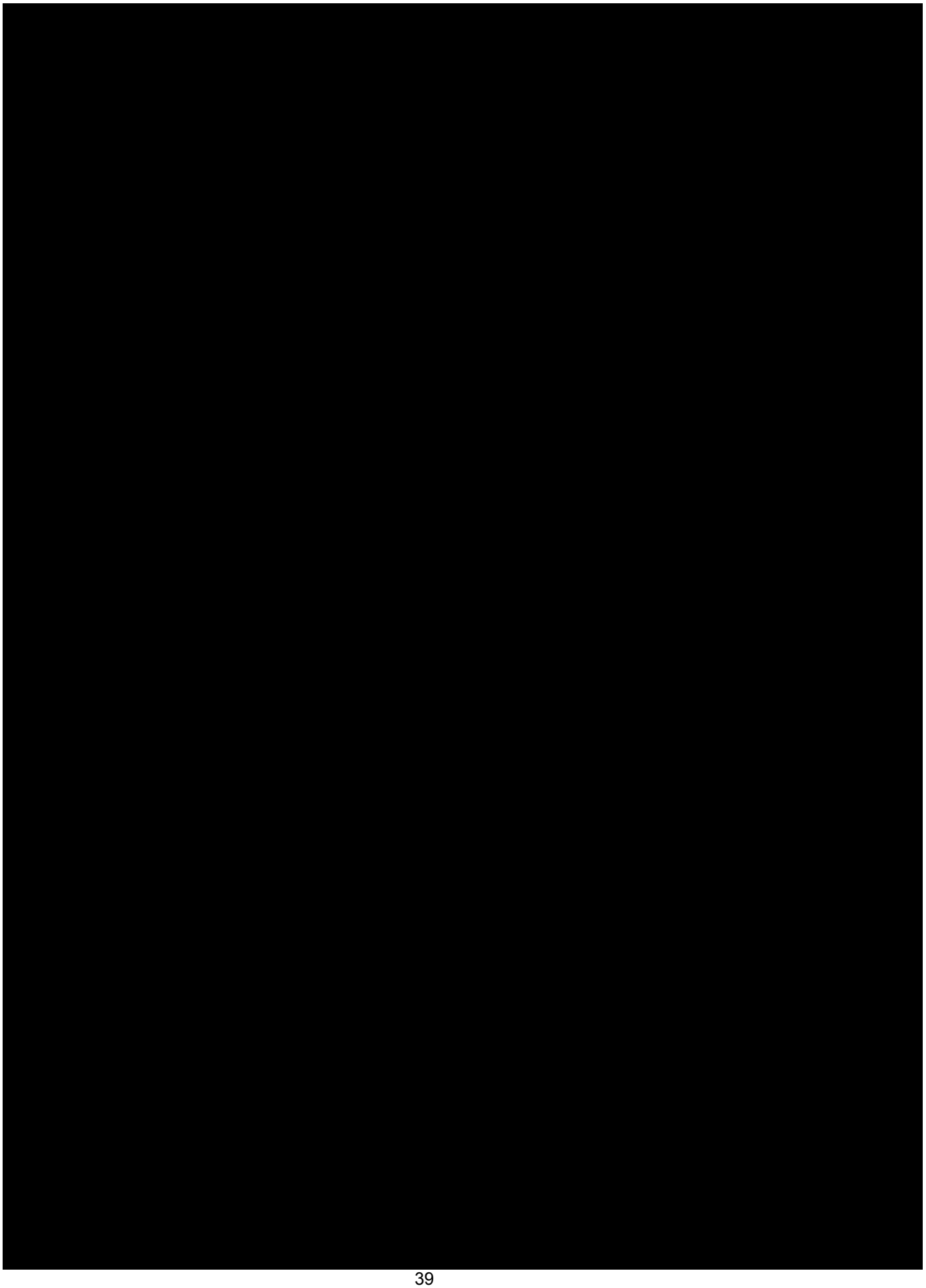

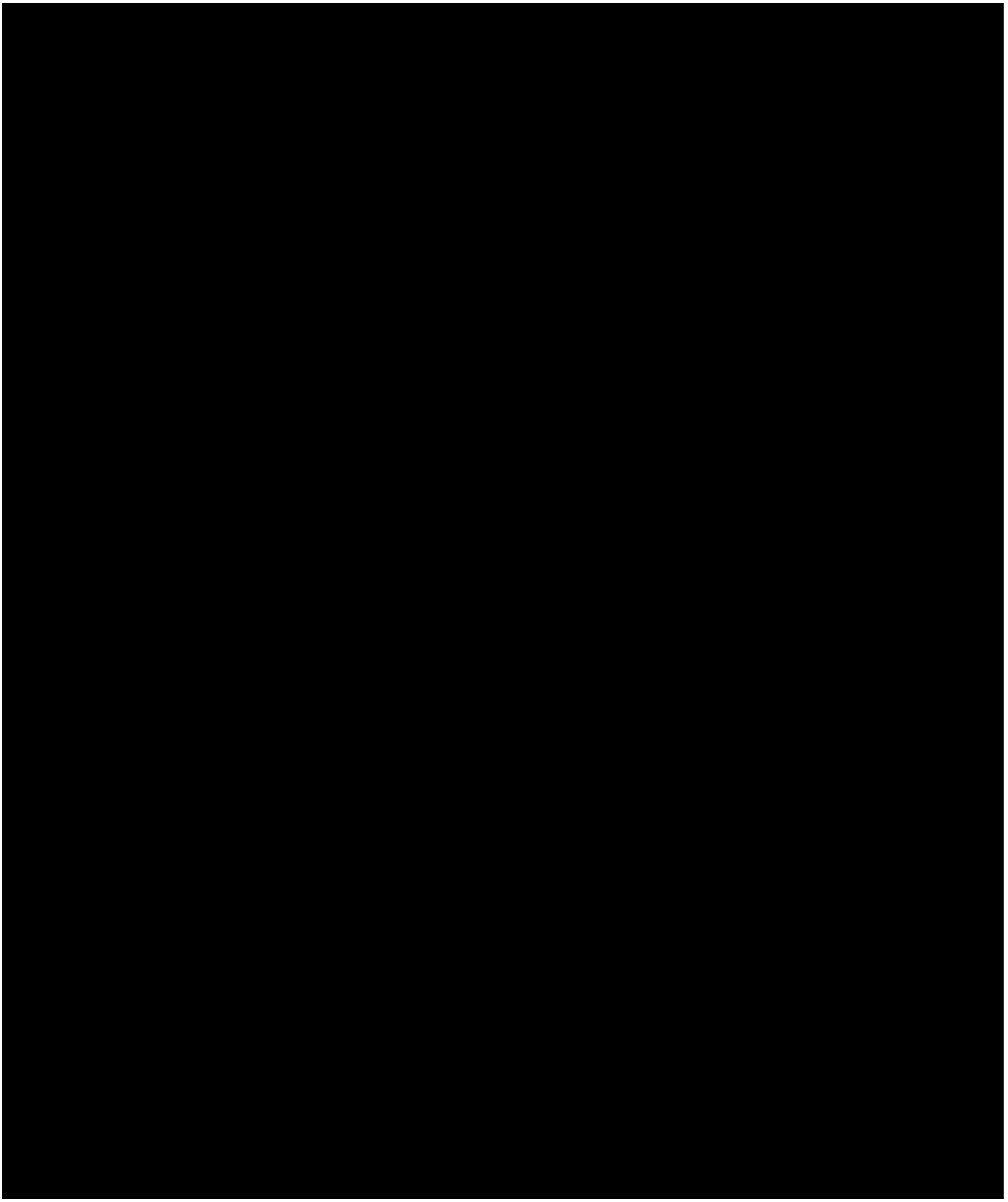

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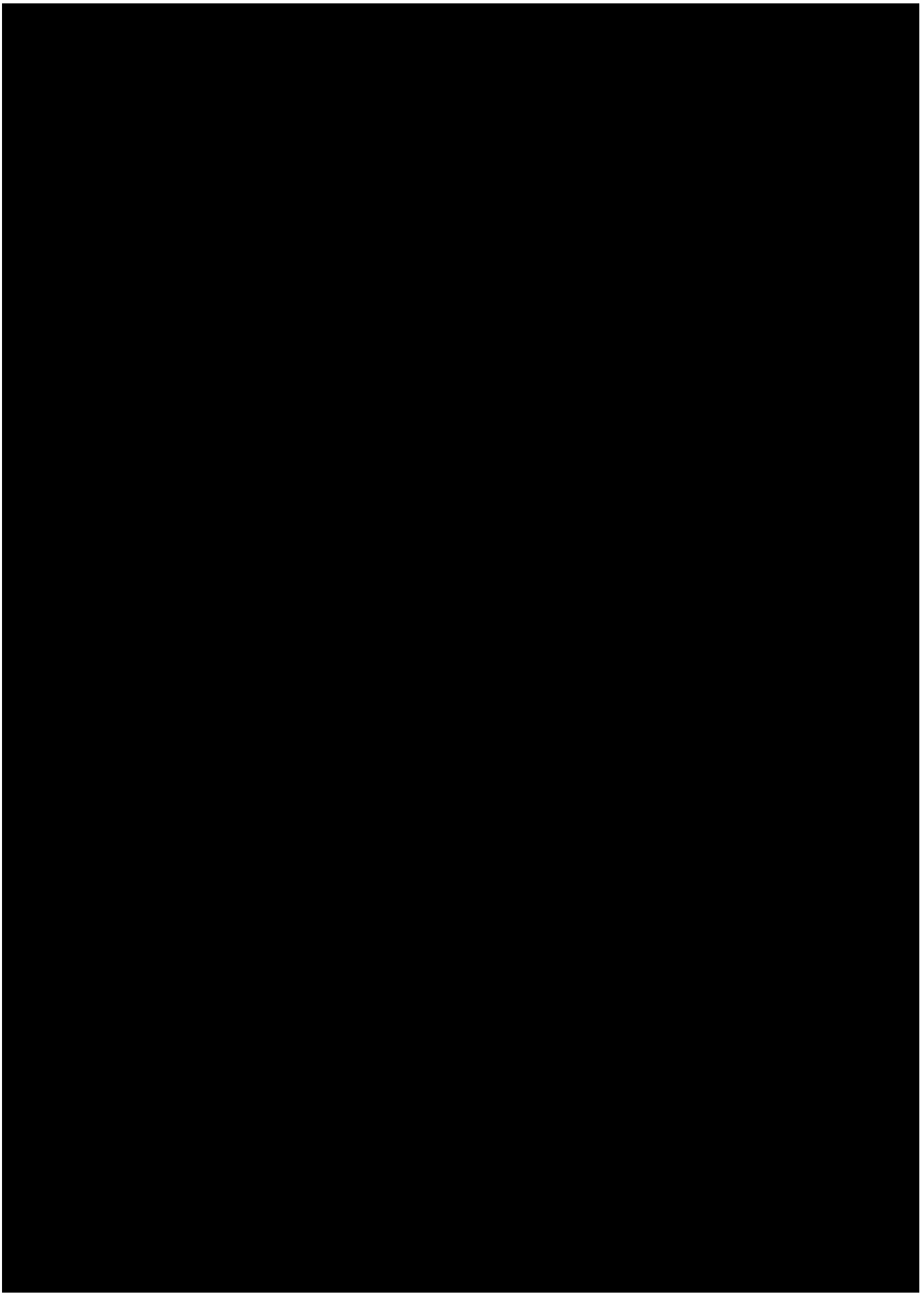

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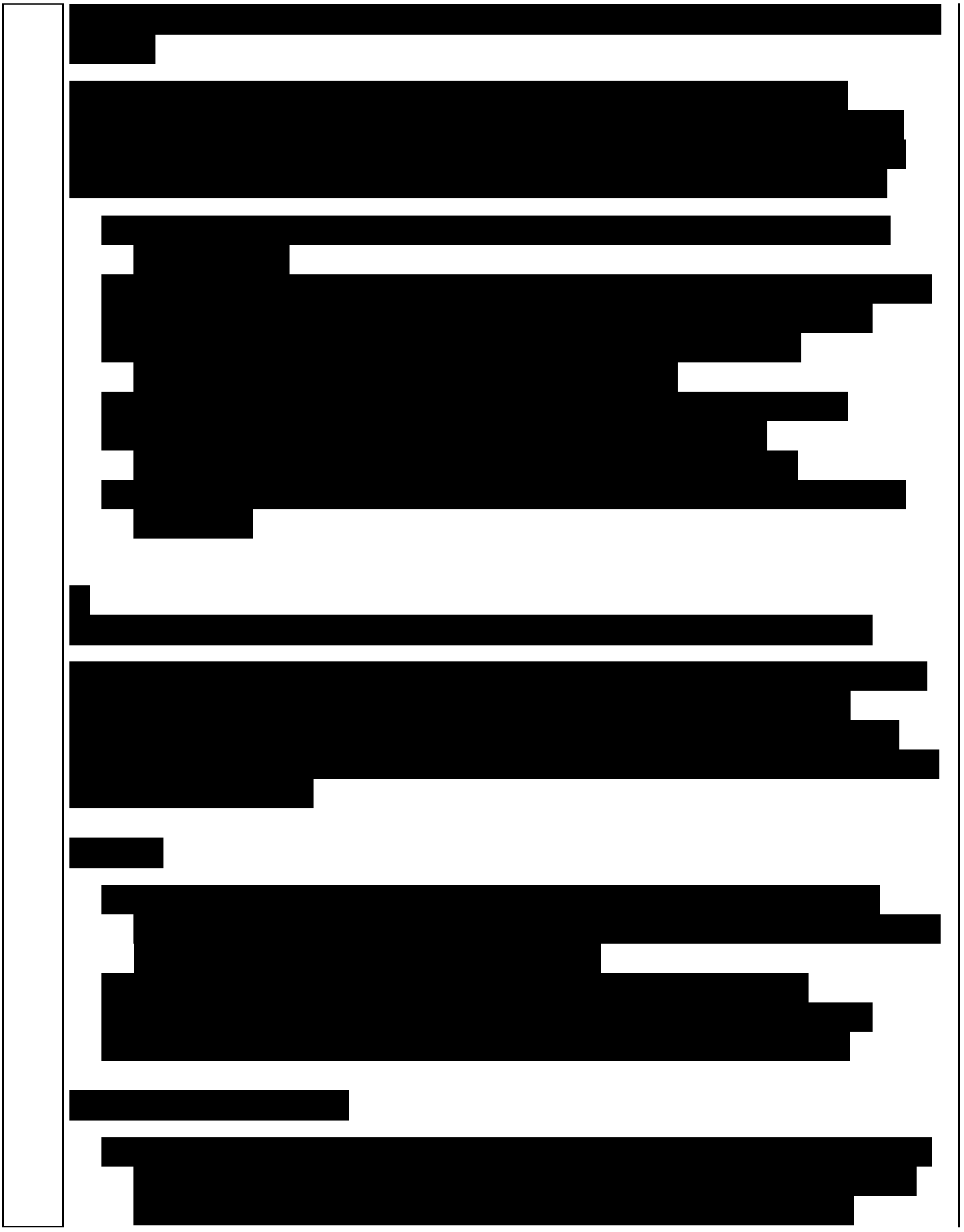

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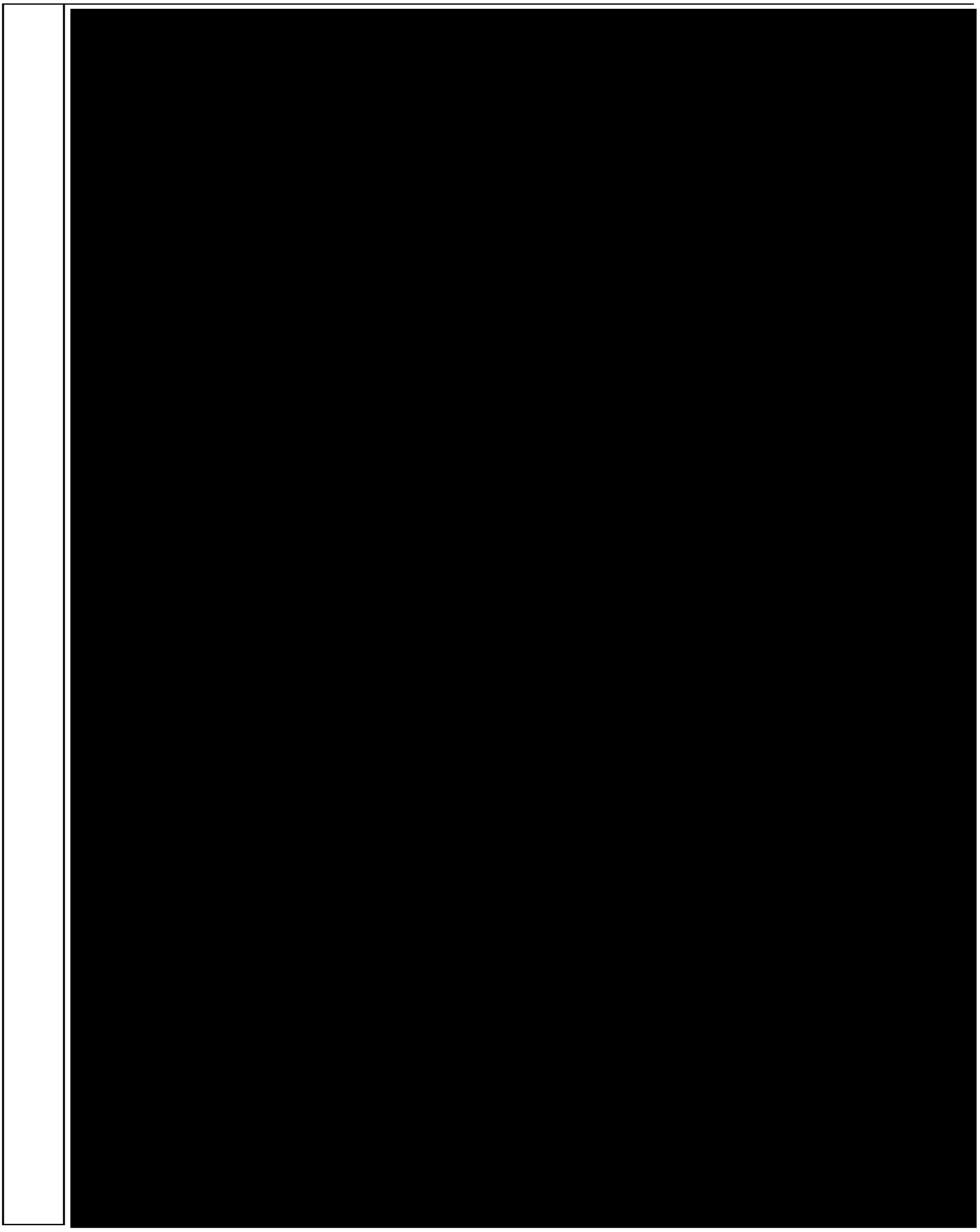

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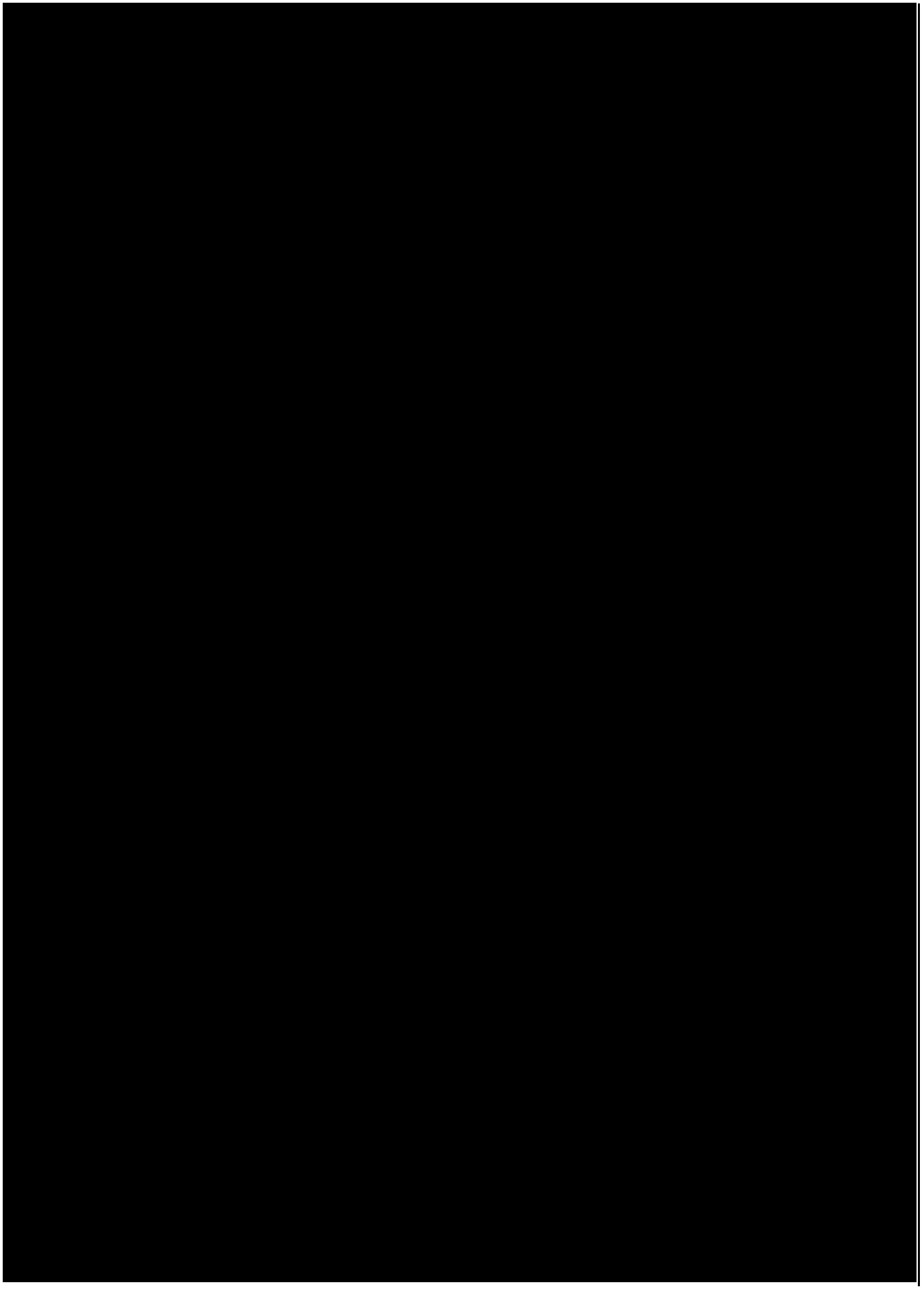
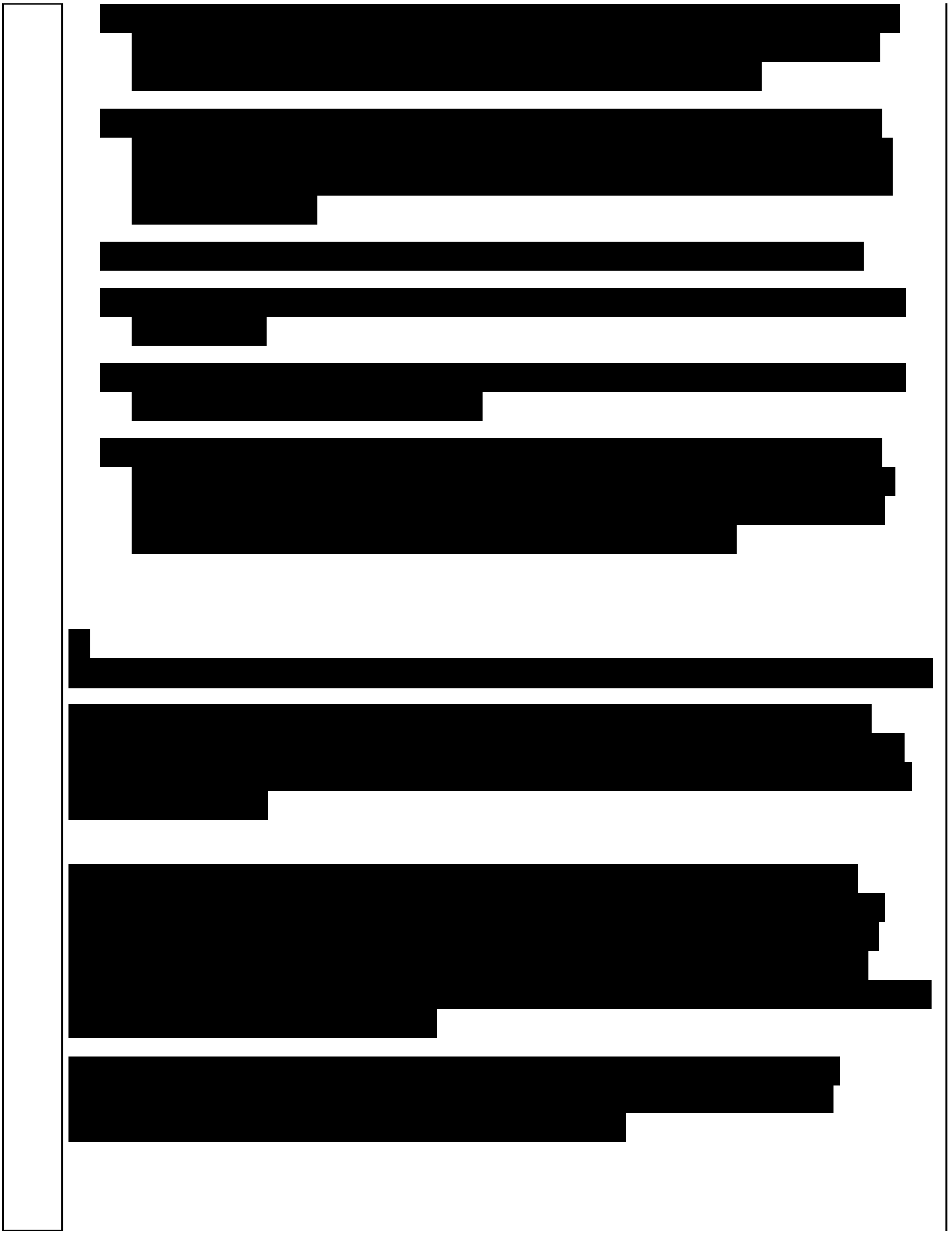


2.2	**Prevention** Outline your model of prevention, outreach and engagement.	**5%** **50 max marks**
	Within your response please detail: a. What outreach and prevention success will look like within the rural county of Shropshire b. How you will support partner agencies (GPs Social care and Job Centre plus) to increase appropriate referrals into the service particularly from hard to reach communities, marginalised groups and people experiencing multiple disadvantage. c. How you will manage barriers and ensure there is fair and equitable access to drug and alcohol services. **Please limit your response to a max of** 750 words	Individual weightings 2 / 20 max marks 1.5 / 15 max marks 1.5 / 15 max marks
	[redacted]	



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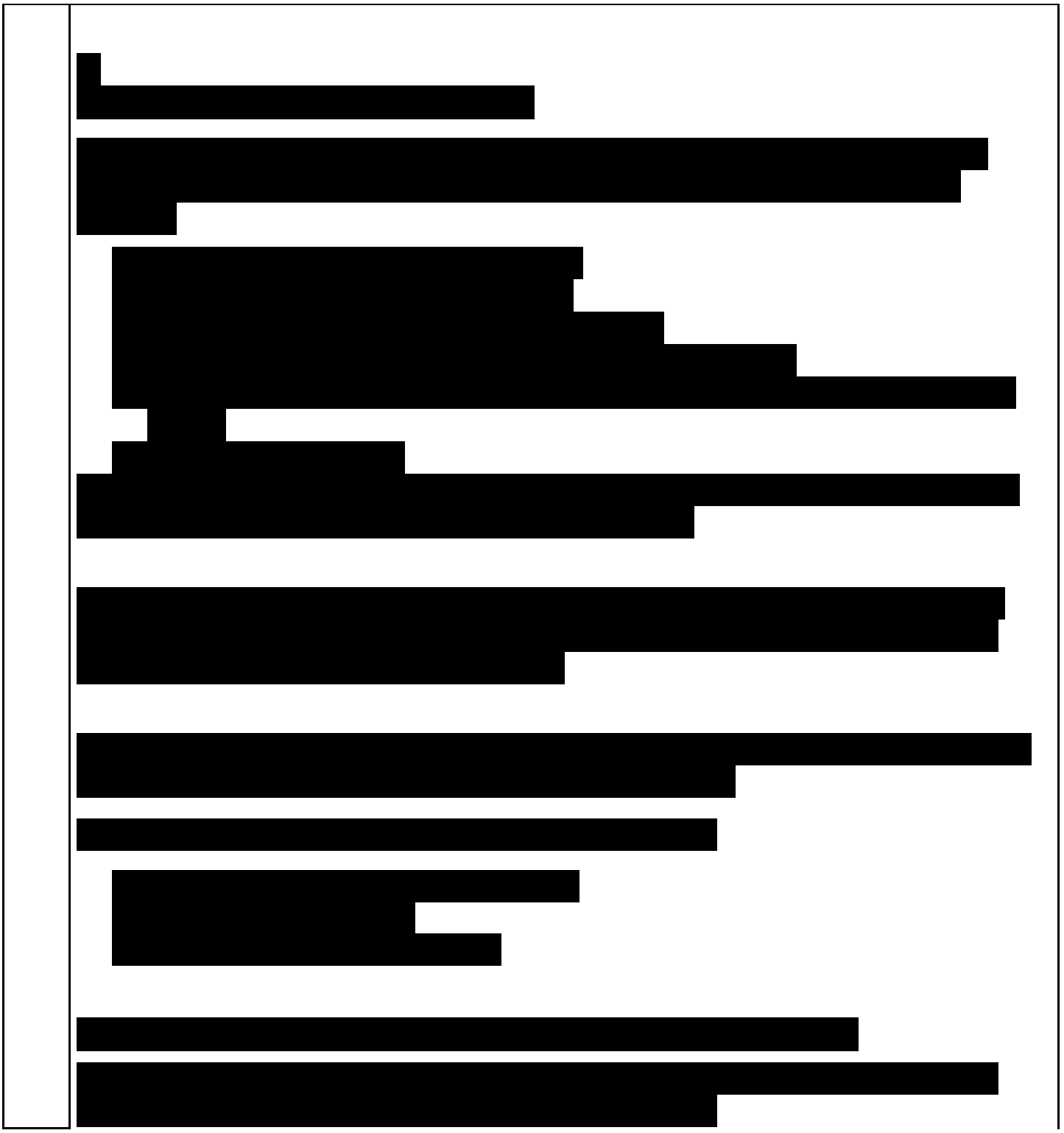

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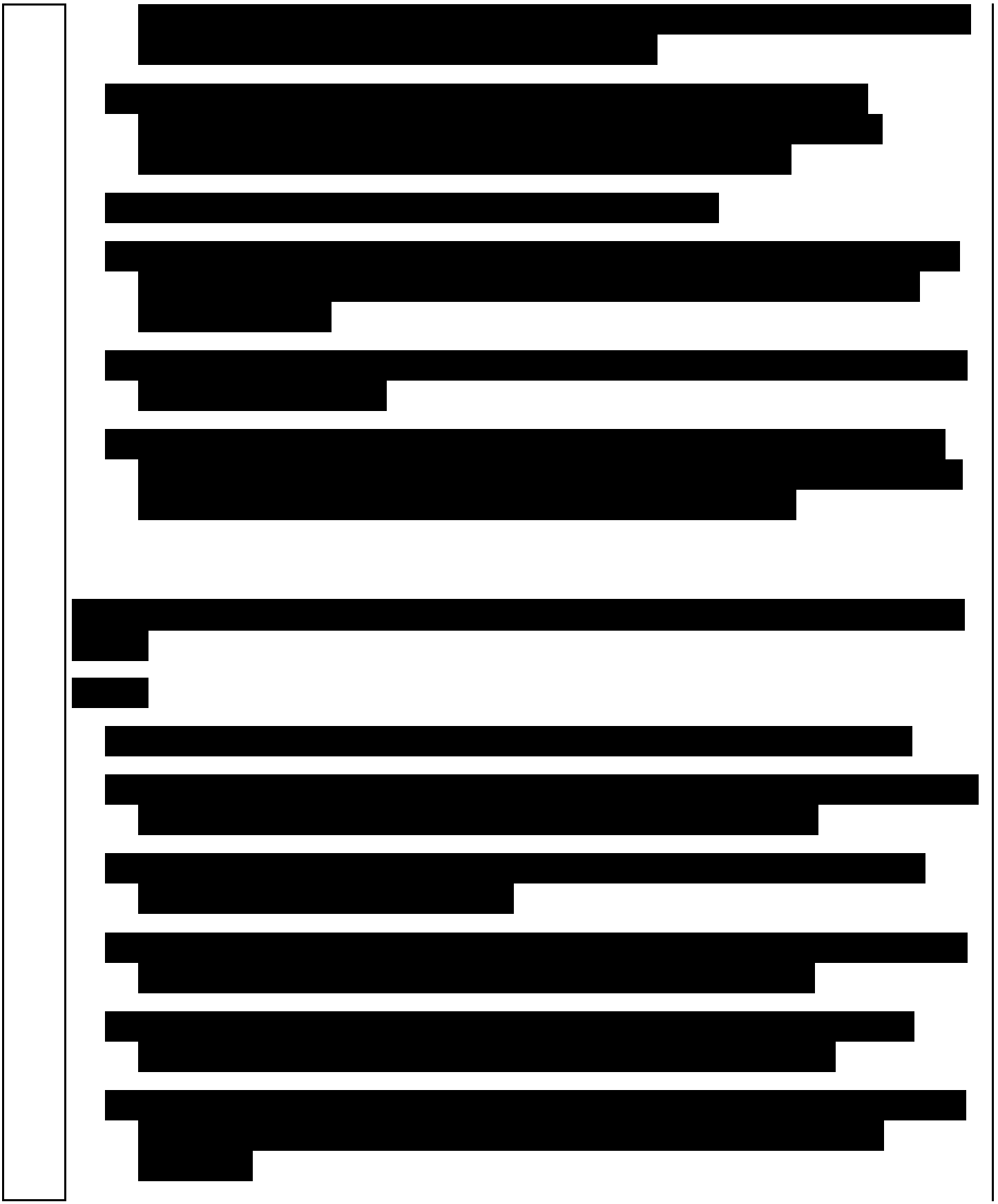
2.3 Early intervention

Outline your model & approach to deliver early intervention	**10%**
	100 max marks
Within your response please detail;	Individual weightings
a) How you will develop the awareness and expertise of other parts of the health, social care and criminal justice systems to deliver early intervention	10 / 100 max marks

Please limit your response to a max of 500 words

[redacted]



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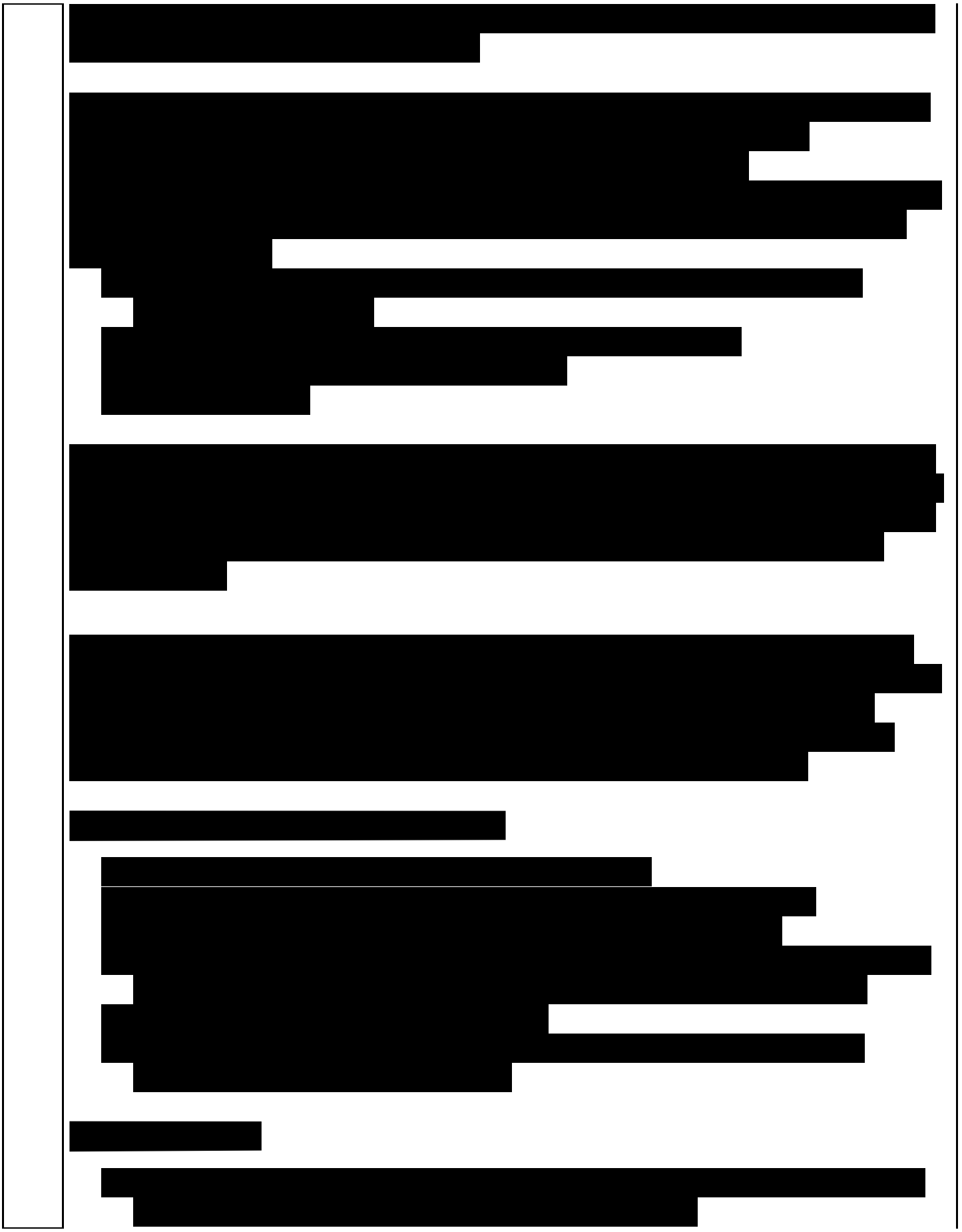
2.4 Treatment

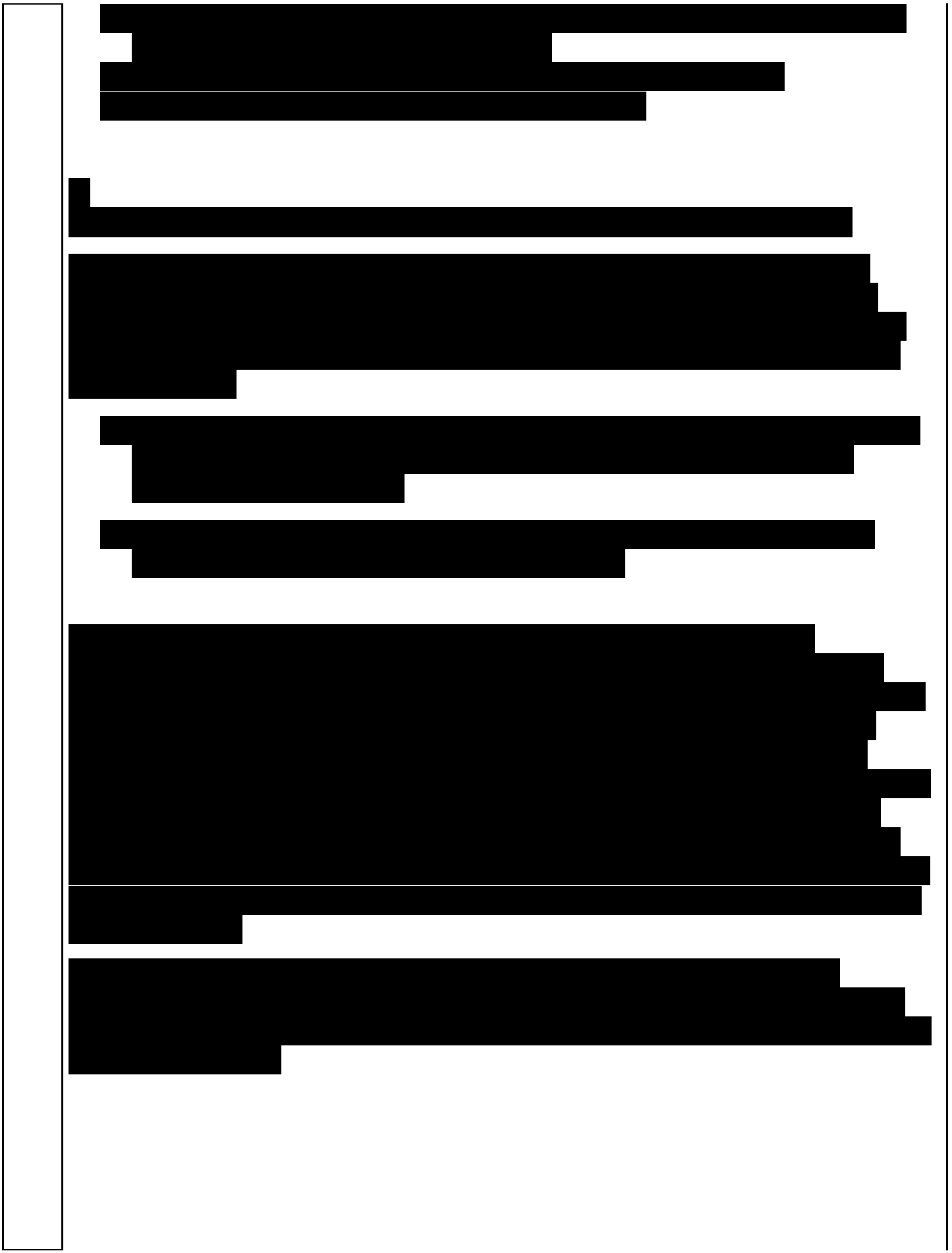
Describe how you will meet the needs of the different service users with different substance use issues.

15%

150 max marks

	Please demonstrate:	Individual weightings
	a) How you will differentiate service delivery for service users using different modalities (for example alcohol use only, combined drug and alcohol use, opiates, cannabis, crack, stimulants, hallucinogens, 'over the counter' or prescribed medications (including benzodiazepines), New Psychoactive Substances and steroids and the degrees of presentation.	3 / 30 max marks
	b) How you will use pharmacological treatments to support stabilisation and recovery.	2.25 / 22.5 max marks
	c) Your approach to successfully completing a recovery journey for treatment naïve service users and for service users who have been in treatment for a long time/and or on multiple occasions.	3 / 30 max marks
	d) Your approach to achieve successful completions from structured treatment and the links to unstructured interventions to maintain recovery.	1.5 / 15 max marks
	e) Relapse prevention measures to reduce re-presentation into structured treatment.	1.5 / 15 max marks
	f) Your approach to harm reduction, including the prevention of drug related deaths and how you will improve take up of available treatments and vaccines for Hepatitis.	2.25 / 22.5 max marks
	g) How you will manage service users who have coexisting substance misuse and mental health issues including arrangements for joint working, care pathways to and from services and training for staff.	1.5 / 15 max marks
	Please limit your response to a max of 2000 words	
	[redacted]	





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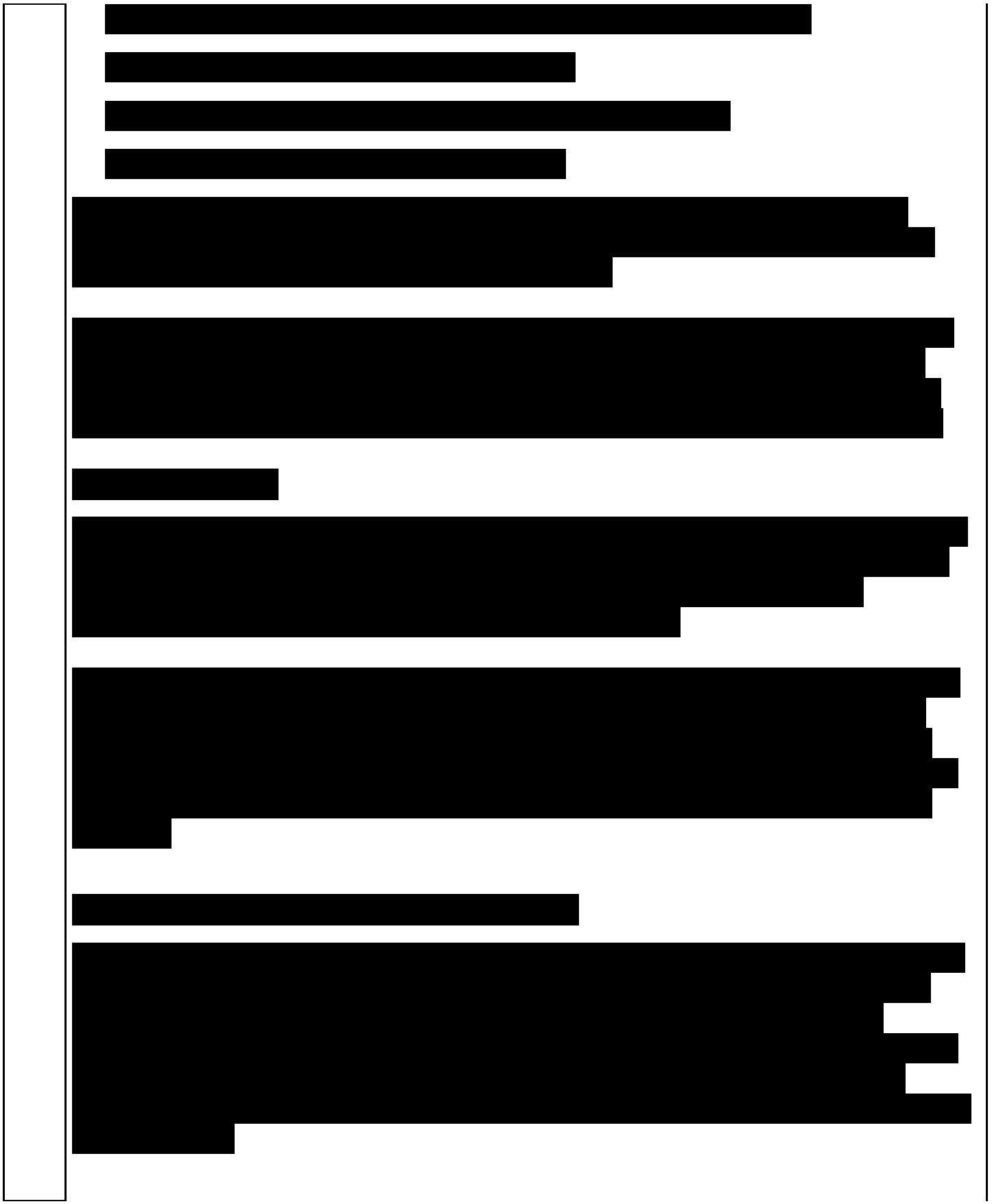

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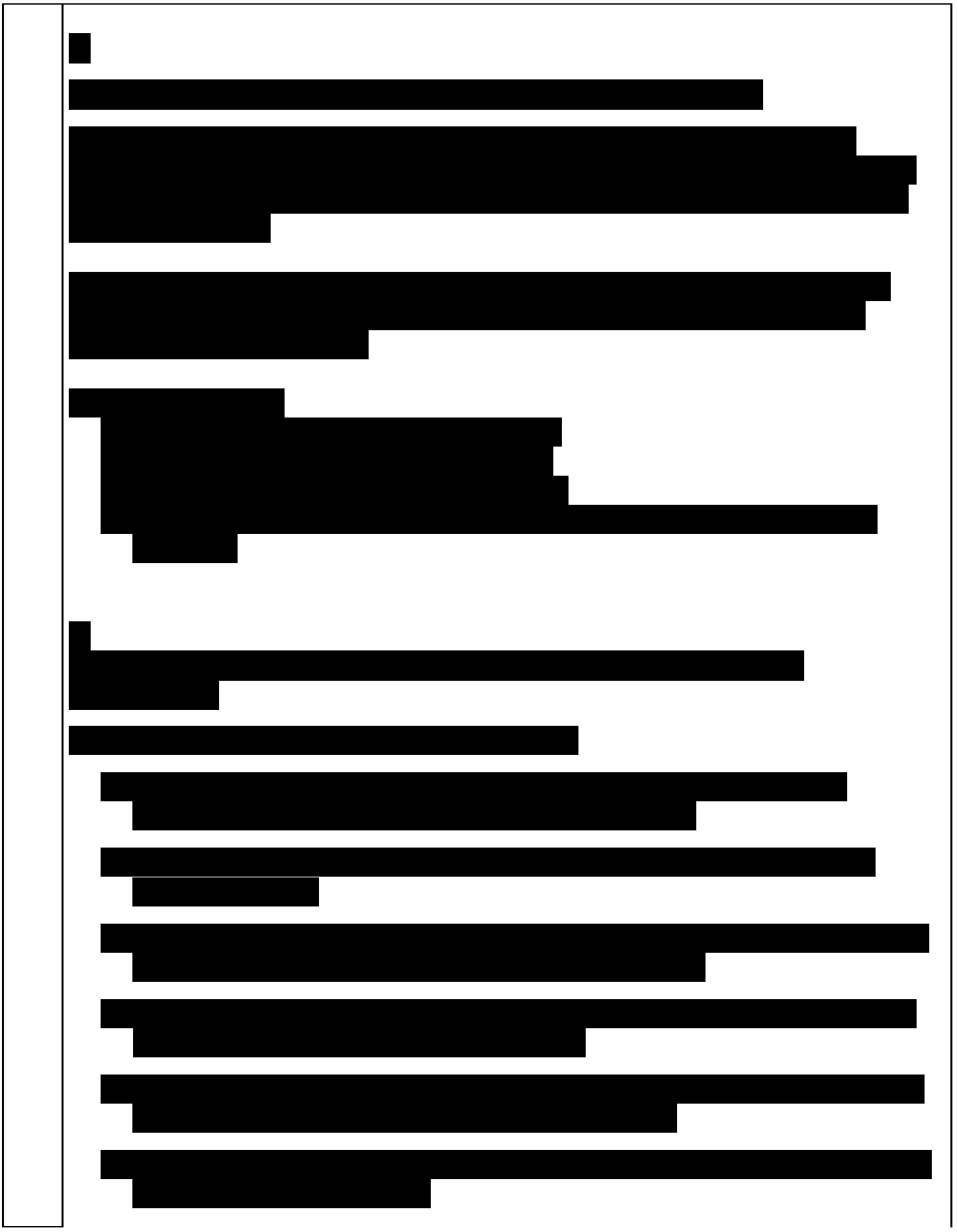
2.5 Recovery

10%

	Describe how you plan to move service users through the system towards recovery as per the requirements in the specification.	**100 max marks**
	Your answer should include: a) Your approach to develop and implement peer mentoring and volunteering programmes to support sustained recovery. b)Your approach to developing recovery capital, working with recovery networks and mutual aid approaches. c) How you will actively engage and utilise service users, ex-service users and carers to support others and contribute to service developments and the ultimate aim of co-production ***Please limit your response to a max of*** 500 words	Individual weighting 4 / 40 max marks 3 / 30 max marks 3 / 30 max marks
	[redacted]	



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2.6 **Young People**

Please describe what you consider to be good outcomes for children and young people who are at risk because of substance misuse and how you envisage your service model improving outcomes.

5%

50 max marks

Within your response please detail:

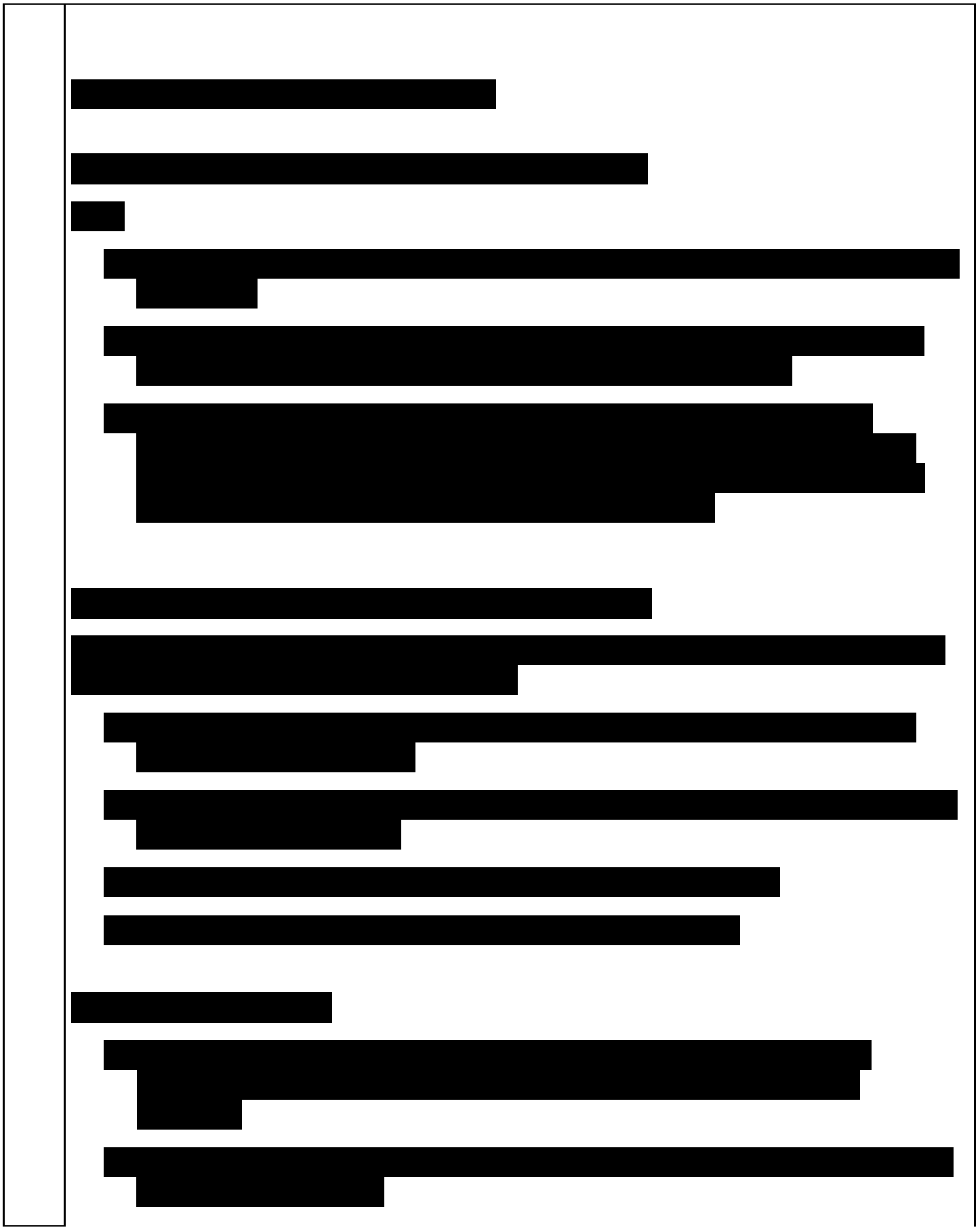
Individual weightings

a) How you will ensure pathways are distinct and age appropriate to meet the different needs of young people, including working with other young people's services and settings (YOS, Childrens Social Care, LAC team etc) — 2.5 / 25 max marks

b) How you will manage young people in transition between young people's and adult's services. — 2.5 / 25 max marks

Please limit your response to a max of 500 words

[redacted]



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2.7 **Family & Friends**

Describe the interventions and anticipated outcomes you will provide for family and friends of substance misusers?

5%

50 max marks

Within your response please detail:

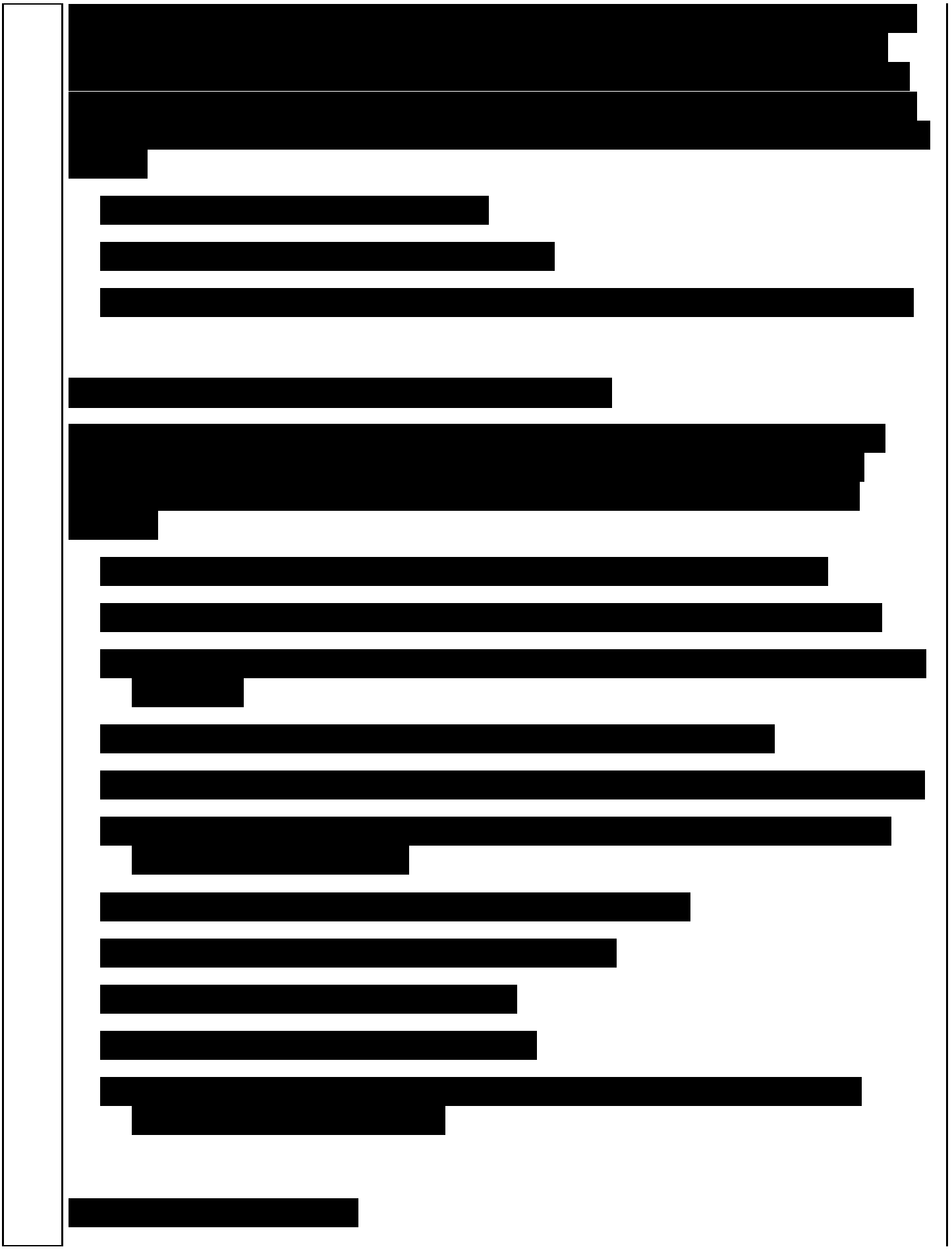
Individual weightings

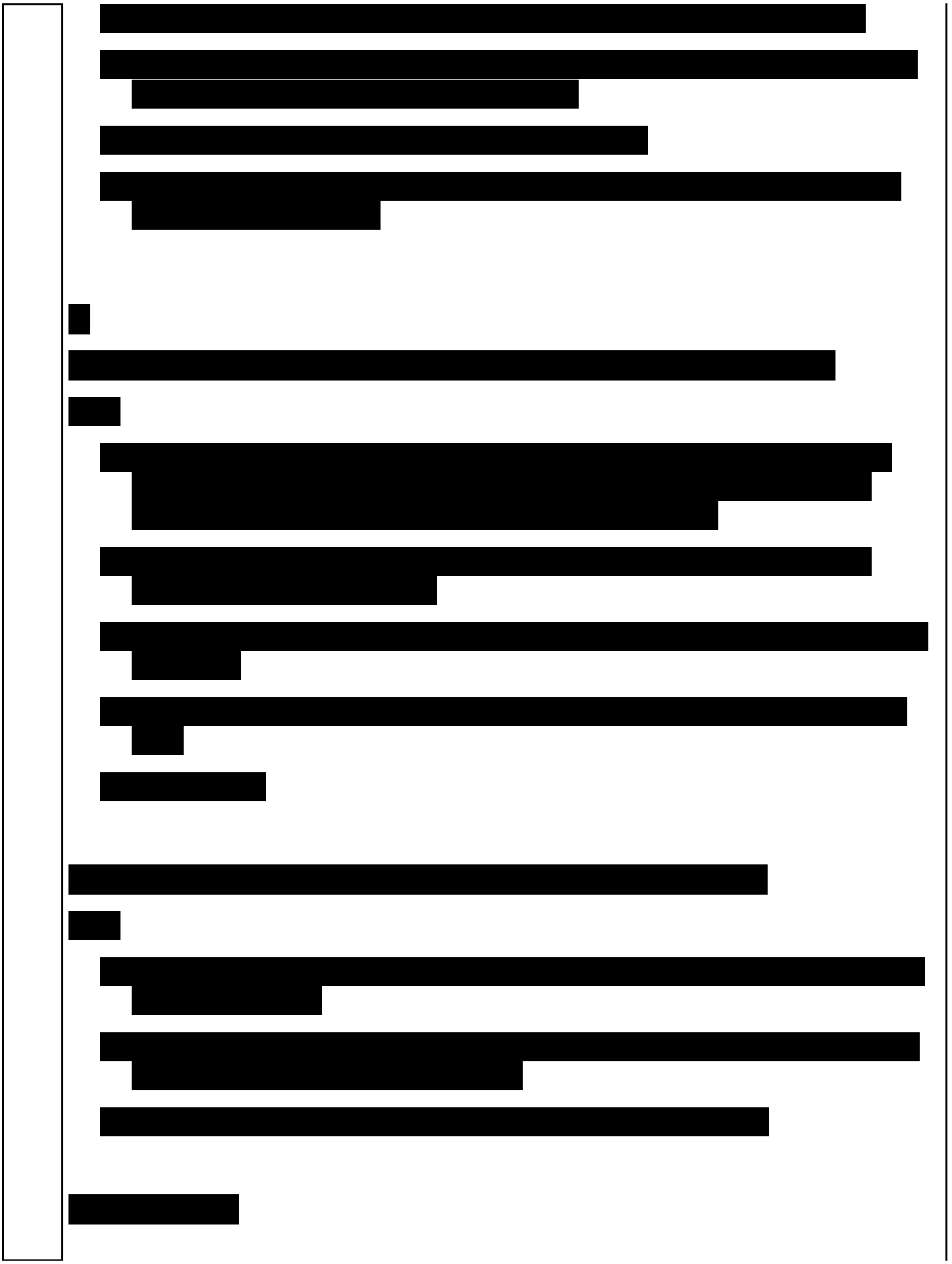
i. Within your response please detail how you will enable family members and friends of those with substance misuse problems to become effective partners in the treatment process — 2.5/25 max marks

ii. How you will support those affected by others drug and alcohol use disorder — 2.5/25 max marks

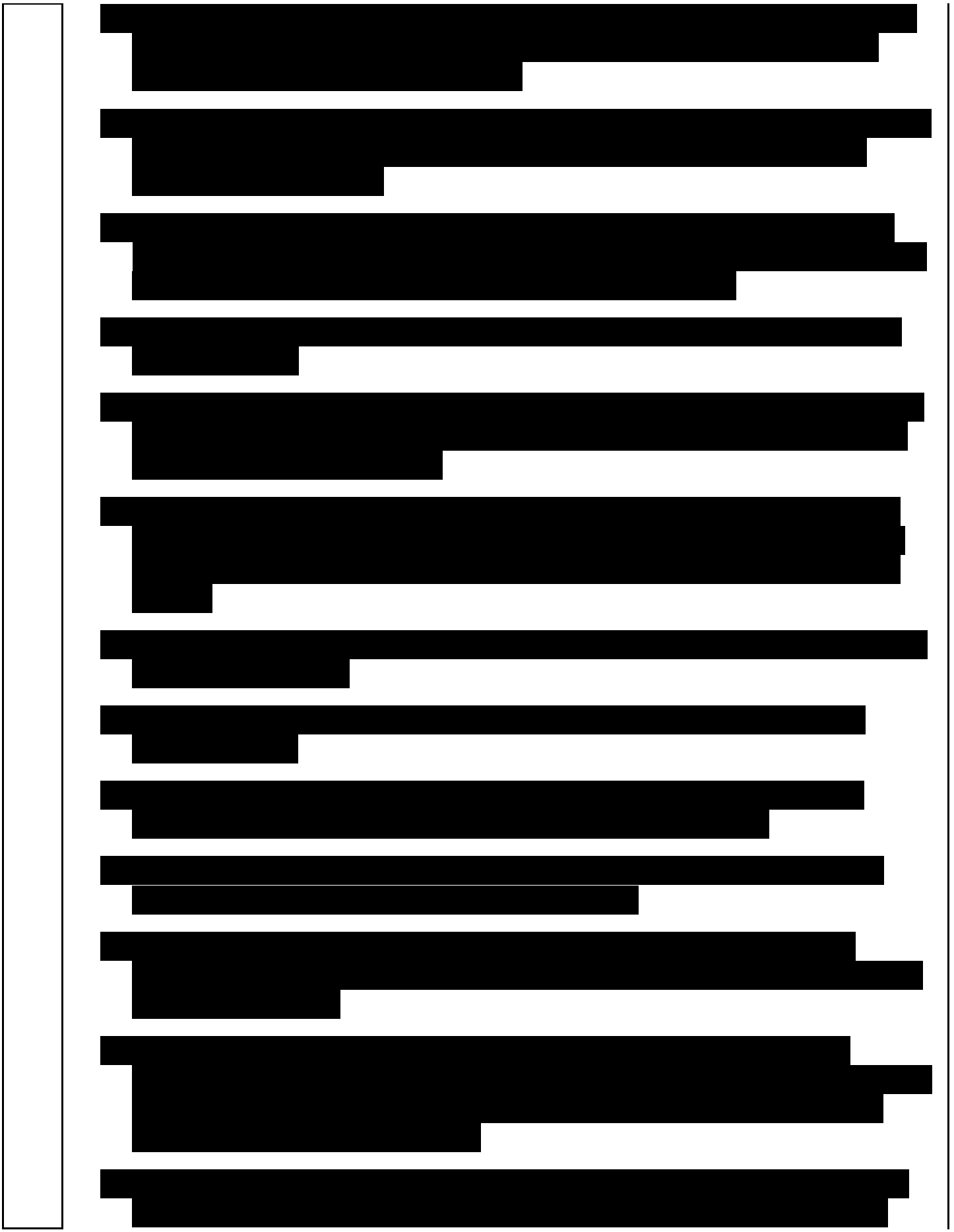
Please limit your response to a max of 500 words

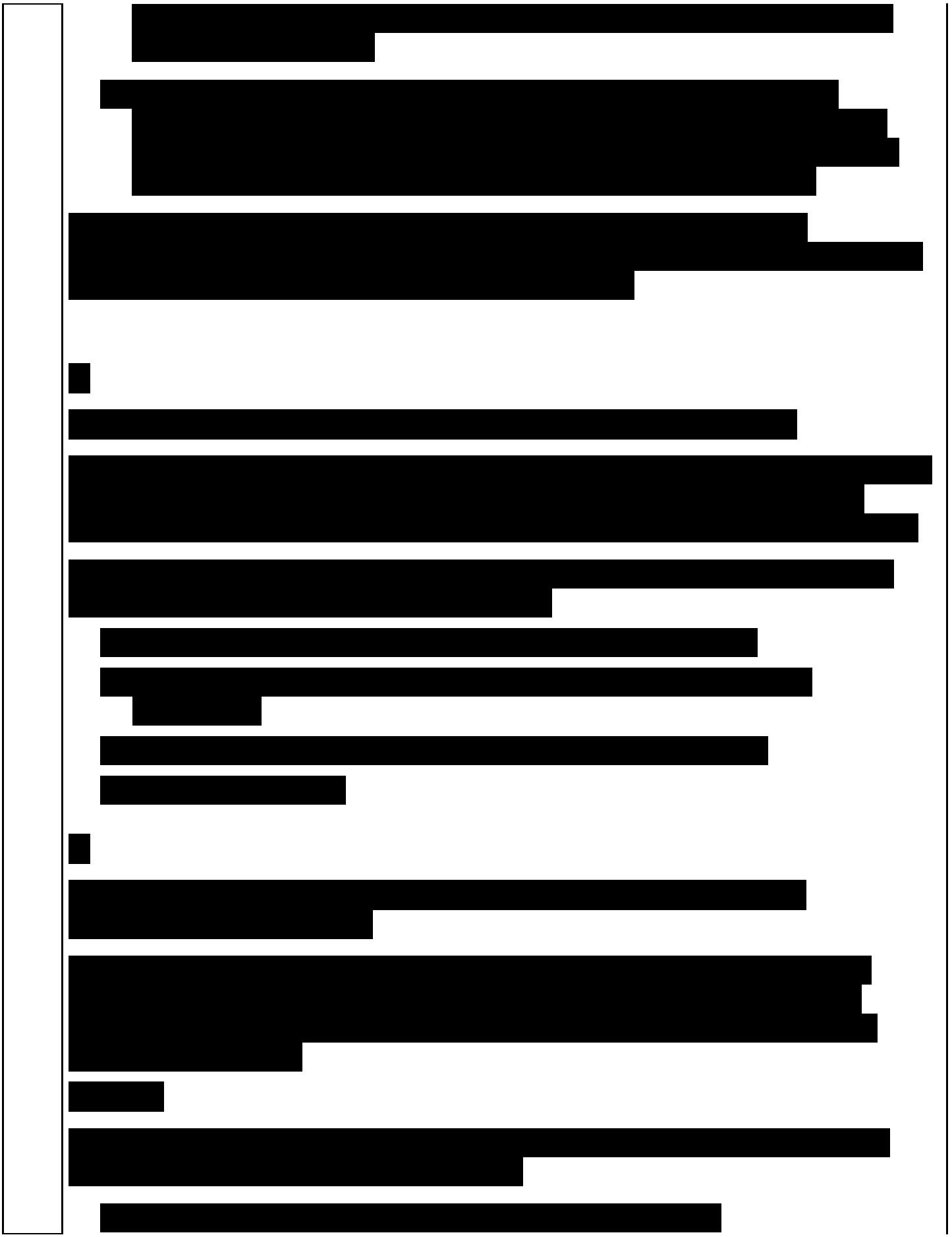
[redacted]





2.8	**Workforce** Describe how your service model will provide a skilled and competent workforce that can deliver the full range of treatment interventions in the specification and achieve the required treatment system aims, objectives and outcomes for service users.	**10%** **100 max marks**
	Please demonstrate: a) An organisational structure chart, clearly outlining roles, reporting relationships and lines of accountability. b) Clear identification of the required resources for each component of the system, including staff skill and competency mix to achieve delivery of a recovery orientated treatment system. Your response should provide clarity on the roles, skills and competencies to deliver core elements of the specification. c) Mandatory training requirements and other planned training to increase access and effectiveness for service users. d) Your approach to staff retention, including recruitment, induction, appraisal and continuing professional development. **Please limit your response to a max of** 750 words	4 / 40 max marks 4 / 40 max marks 1 / 10 max marks 1 / 10 max marks
	[redacted]	





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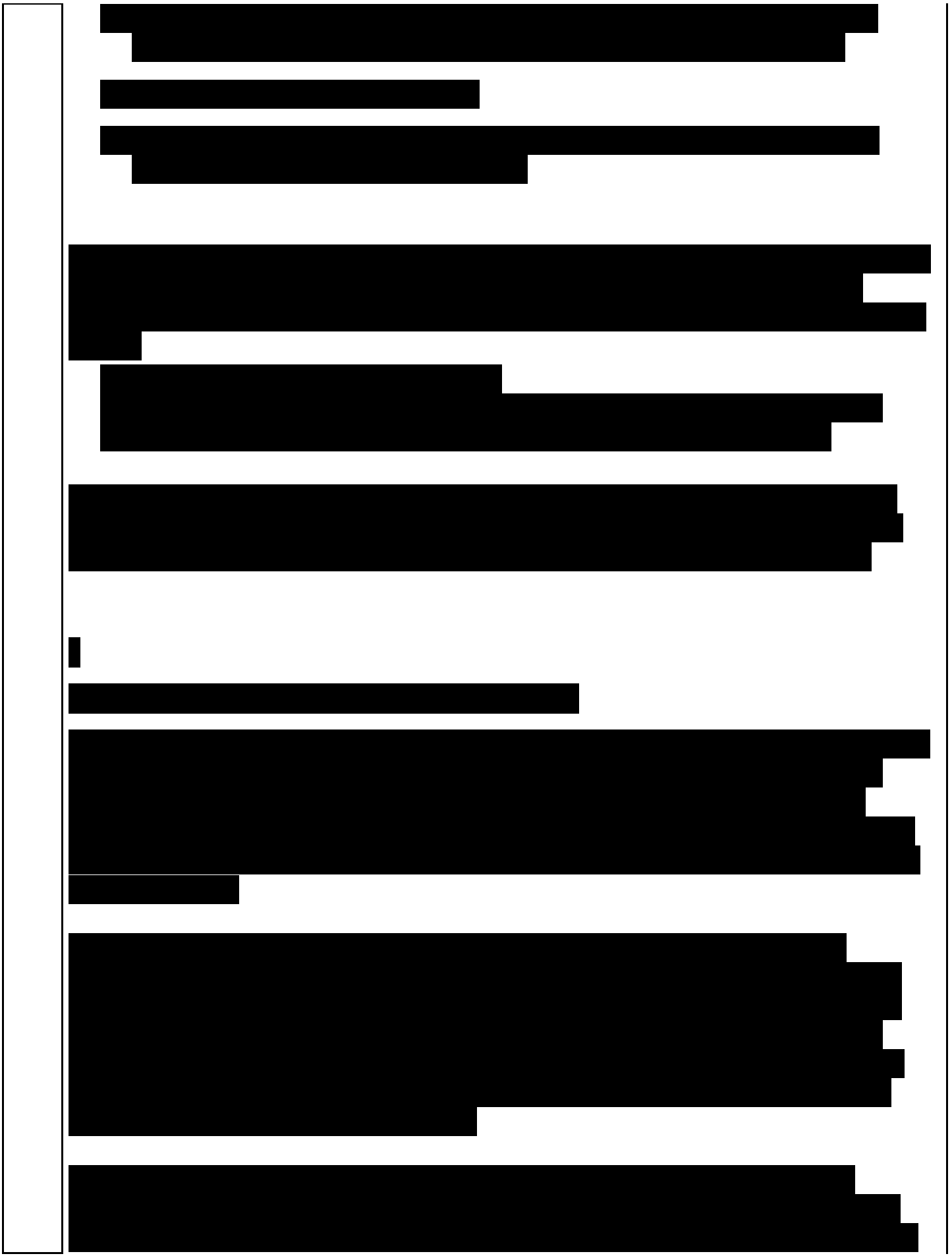
2.9 **Mobilisation**

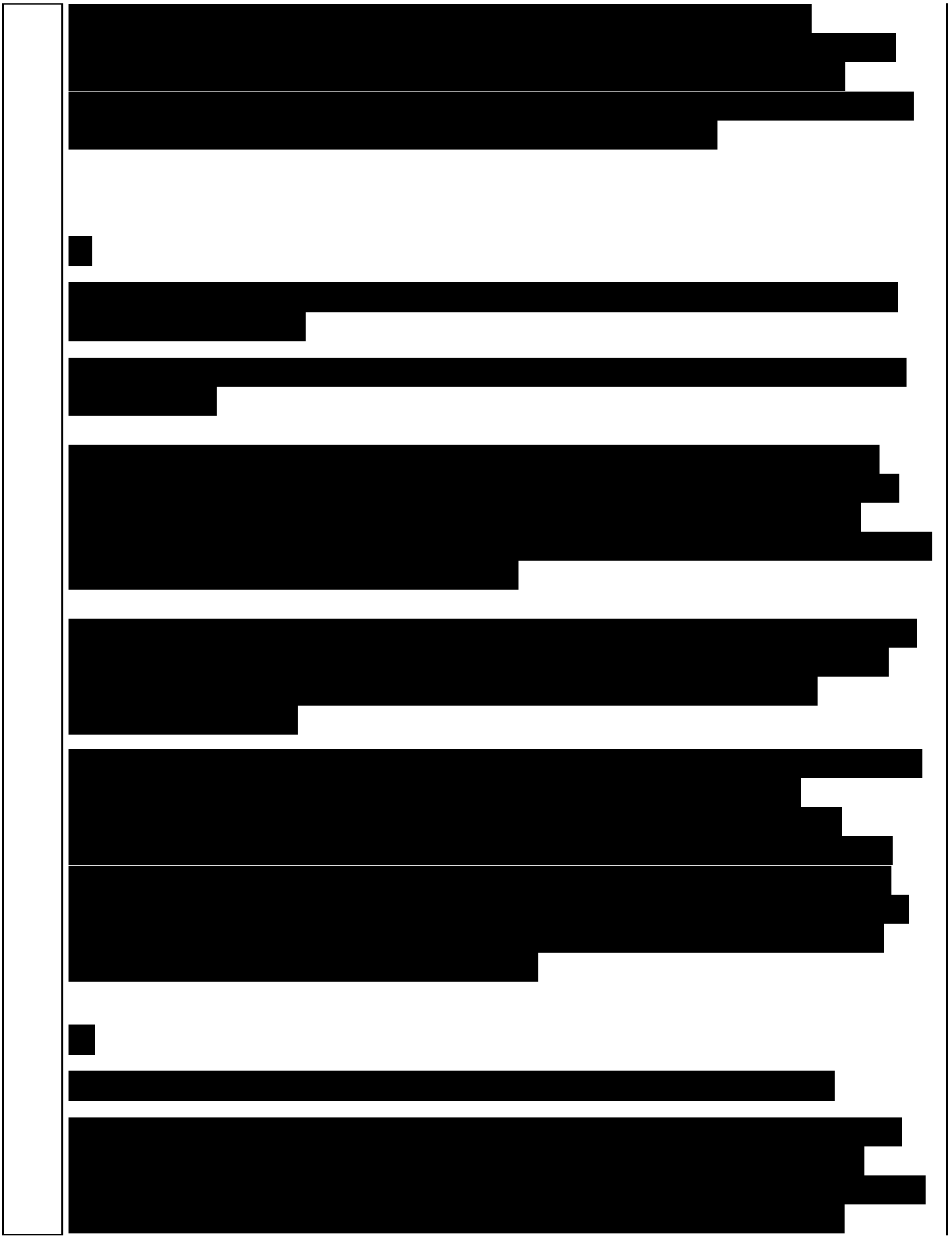
Provide details of your implementation plan for this service to ensure a seamless transition of drug and alcohol services for both the Council and Service Users. Please support your response using a detailed timeline/Gantt chart including key milestones, risks and where identified partnership/sub-contracting arrangements.	**5%** **50 max marks**

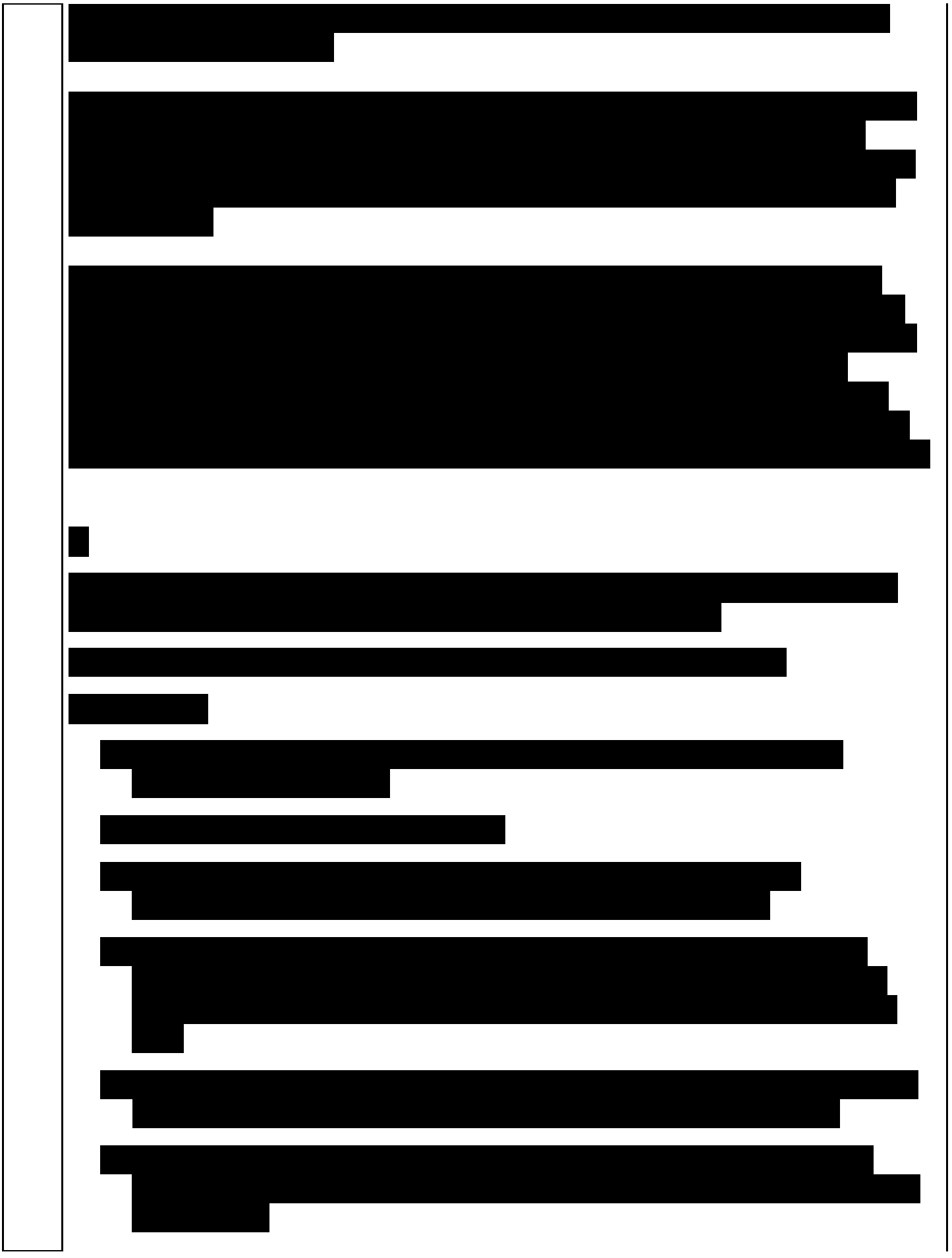
Your response should include:		Individual weightings
I.	Your approach to transferring active service users into the new service including compliance with data migration requirements.	1.5 / 15 max marks
II.	Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) – provide details of prior experience of and the approach to be taken with regard to TUPE (include consultation, recruitment and induction)	1 / 10 max marks
III.	Initial arrangements/communication with partnership/sub-contractors your organisation will put in place to ensure effective service delivery.	1.5 / 15 max marks

	IV. Detailed plans of suitable premises that you plan to use, if in addition to Council accommodation (Property Schedule) that has been identified. Please also detail what you will put in place as an interim measure in the event that council properties are not immediately available at the service commencement date. V. Plans for marketing and Communications to promote awareness of the service **Please limit your response to a max of** 1500 words	0.5 / 5 max marks 0.5 / 5 max marks

[redacted]







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2.10	**Quality and Clinical Governance** Please provide a structure and describe the proposed governance arrangements for the service. Please demonstrate: i. Clear description of decision making processes, lines of accountability and compliance for clinical governance, management of clinical risk, information management, incident management and reporting to commissioners.	**5%** **50 max marks** Individual weightings 1.25 / 12.5 max marks

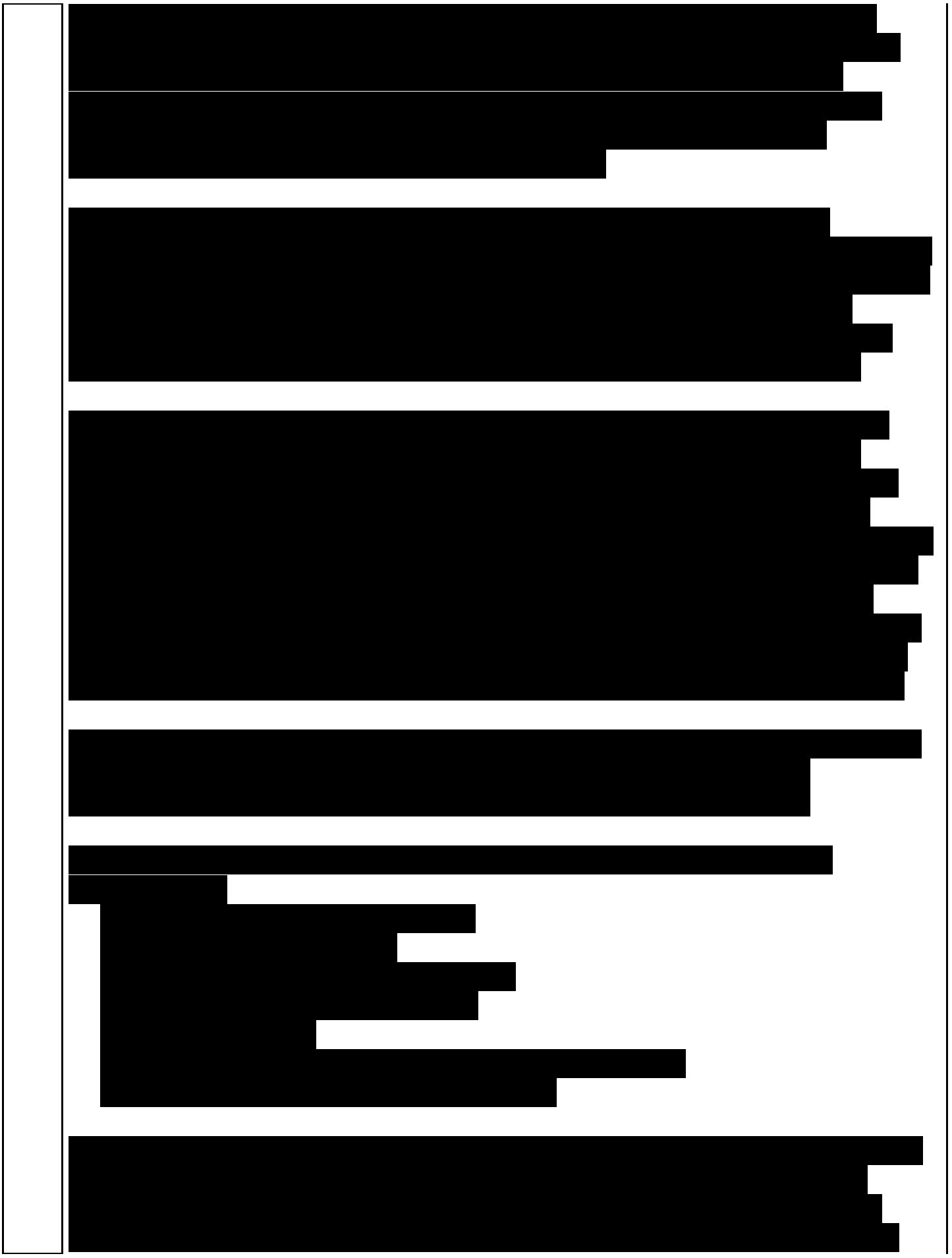
	ii. A description of systems and process that will ensure safe and effective prescribing.	2.5 / 25 max marks
	iii. Proposed governance structures and accreditation processes for subcontracting to include primary care and voluntary sector organisations.	1.25 / 12.5 max marks
	Please limit your response to a max of 750 words	

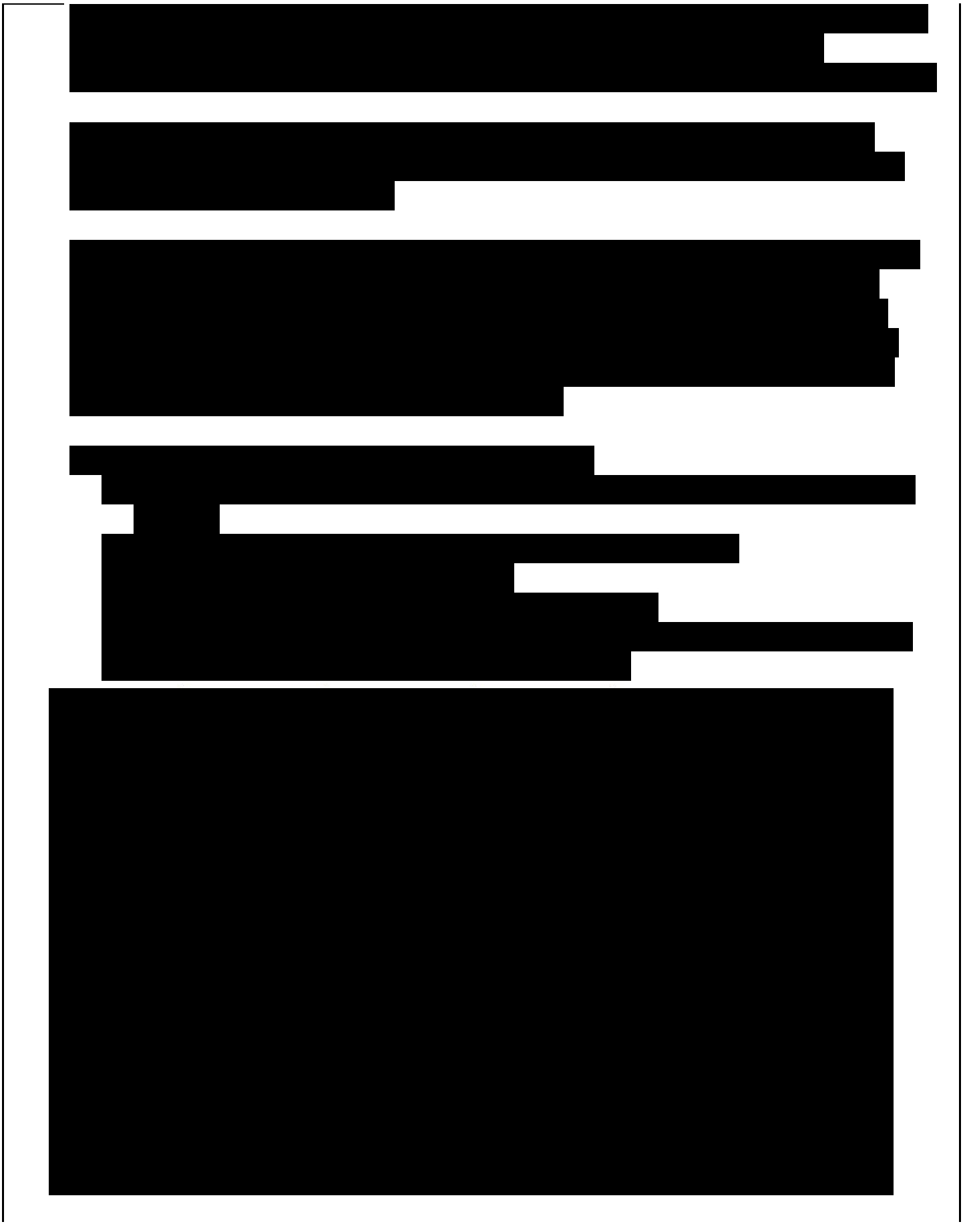
[redacted]

[redacted]

2.11	**Information Management** Demonstrate how you will meet or exceed the NHS Information Governance Toolkit (or new Data Security & Protection Toolkit standards) required for your organisation type/s, providing appropriate evidence copies of the supporting policies/standards should also be submitted.(Maximum words 750)	**5%** **50 max marks**

[redacted]





	We require a single data system. Describe the data system(s) which you intend to utilise in relation to case management, the reporting on outcomes, performance management, NDTMS and any other components (Max 500 words).	**Individual weightings** 2.5 / 25 max marks

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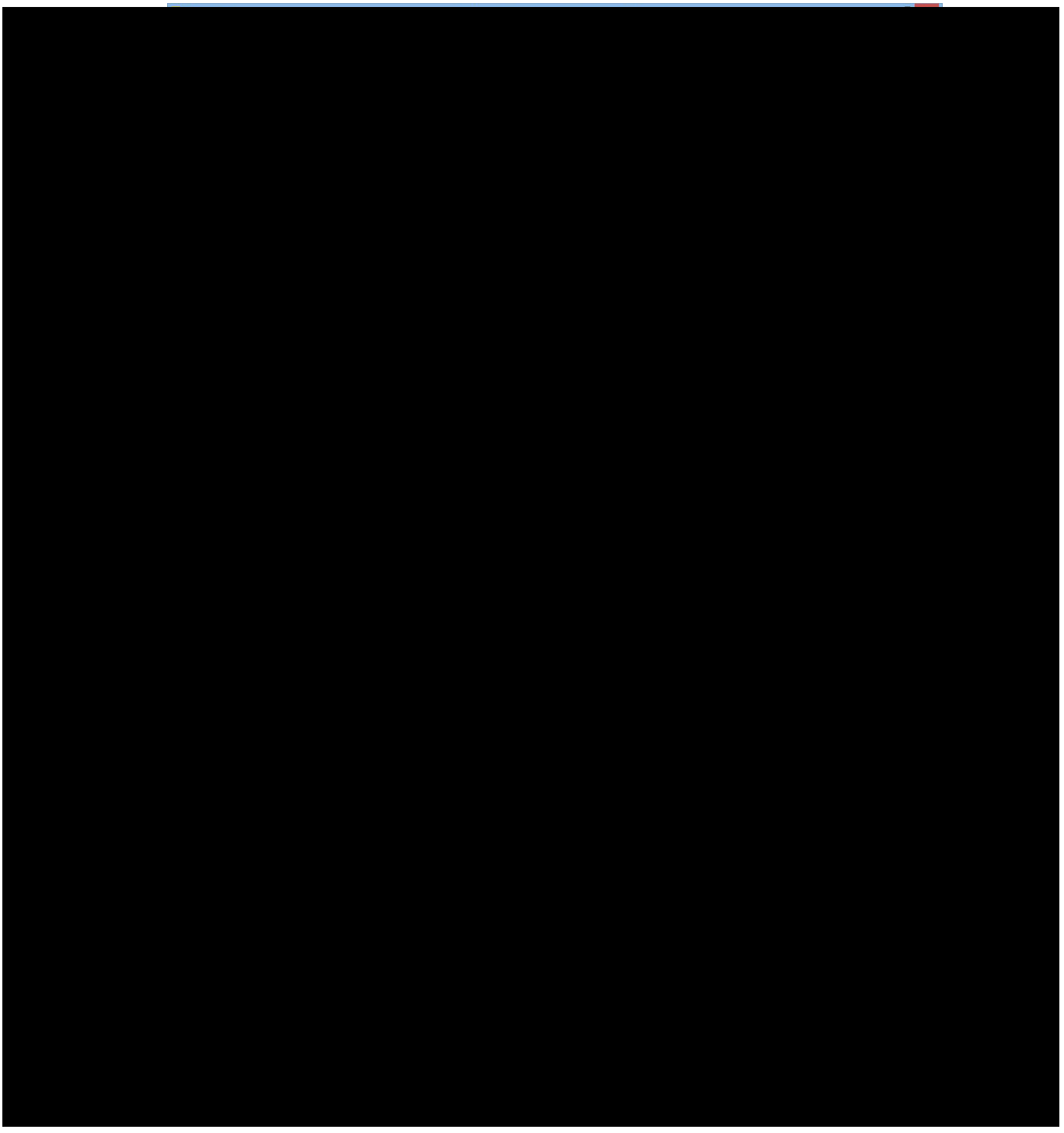

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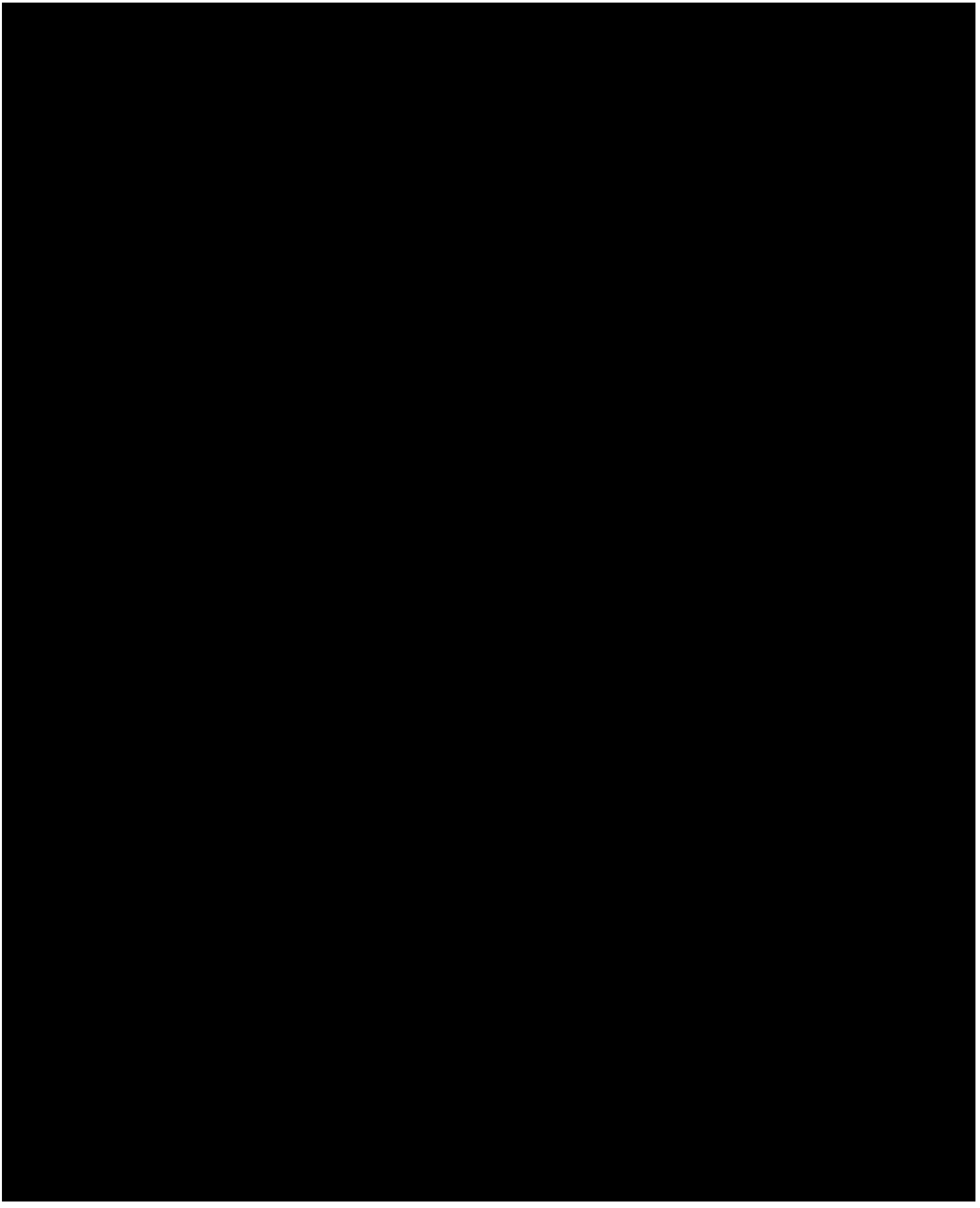

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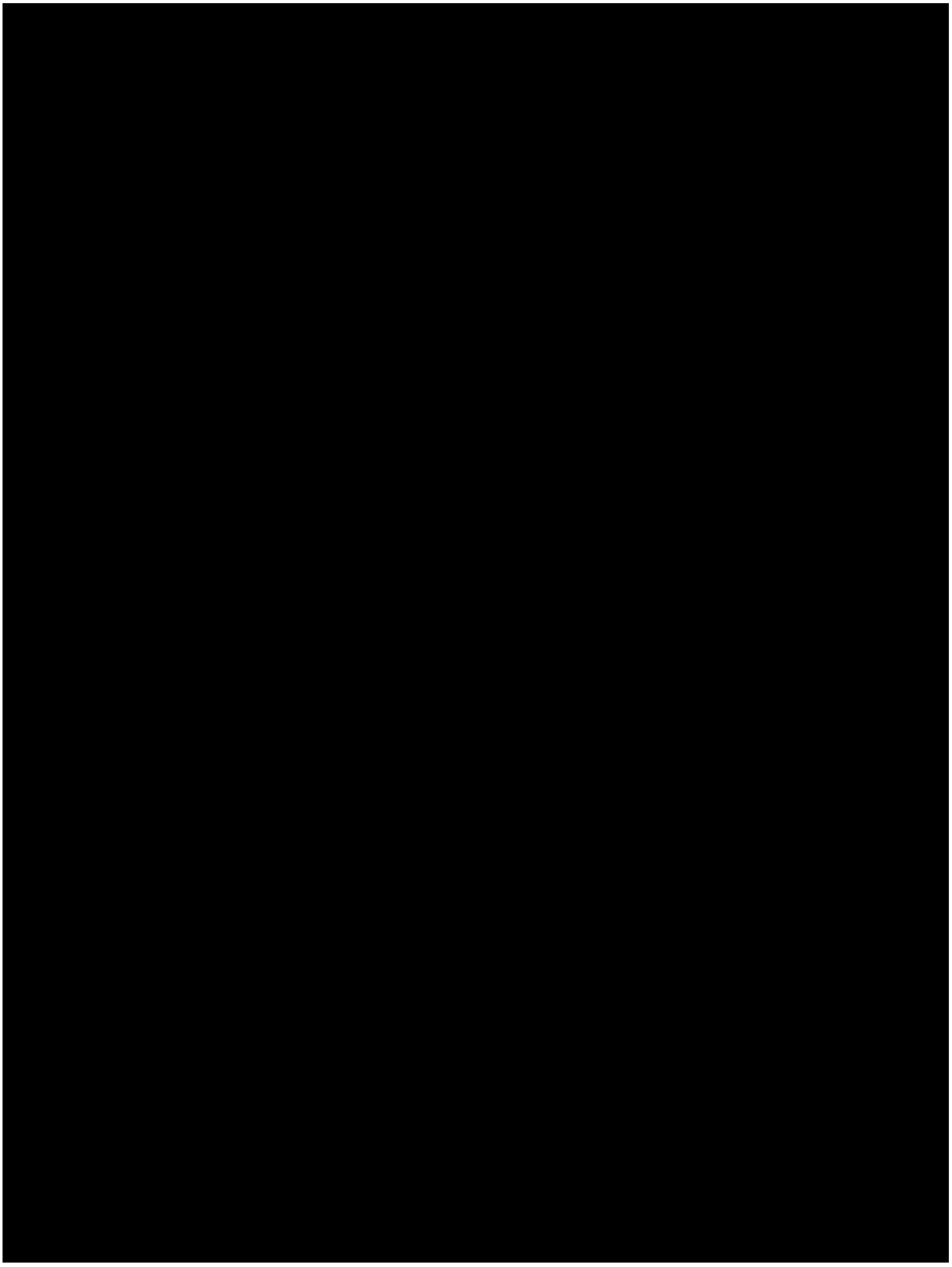

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499 of 500 words

2.12

Social Value

Shropshire Council is committed to maximising Social Value in line with the Public Services (Social Value) Act 2012 and has adopted a range of Social Value measures by which this will be achieved and which are available at https://shropshire.gov.uk/social-value/ . We are seeking proposals in particular which will deliver the following outcomes:	**5%** **50 max marks**
NT9 – Developing skills through training opportunities delivered in this contract (BTEC, City & Guilds, NVQ, HNC) that have either been completed during the year, or that will be supported by the organisation to completion in the following years - Level 2,3, or 4+ NT20 – Good conditions of employment through a demonstrated commitment to work practices that improve staff wellbeing, recognise mental health as an issue and reduce absenteeism due to ill health. NT26 – Addressing factors which contribute to poverty and inequality through initiatives taken or supported to engage people in health interventions (e.g. stop smoking, obesity, alcoholism, drugs, etc) or wellbeing initiatives in the community, including physical activities for adults and children.	5 / 50 max marks

Please describe how you would deliver these outcomes, identifying appropriate measures and targets which will demonstrate achievement. Please also, where relevant, identify any additional outcomes described in the council's Social Value framework which you would propose to deliver through this contract and your approach to doing so.

Please limit your response to a max of 750 words

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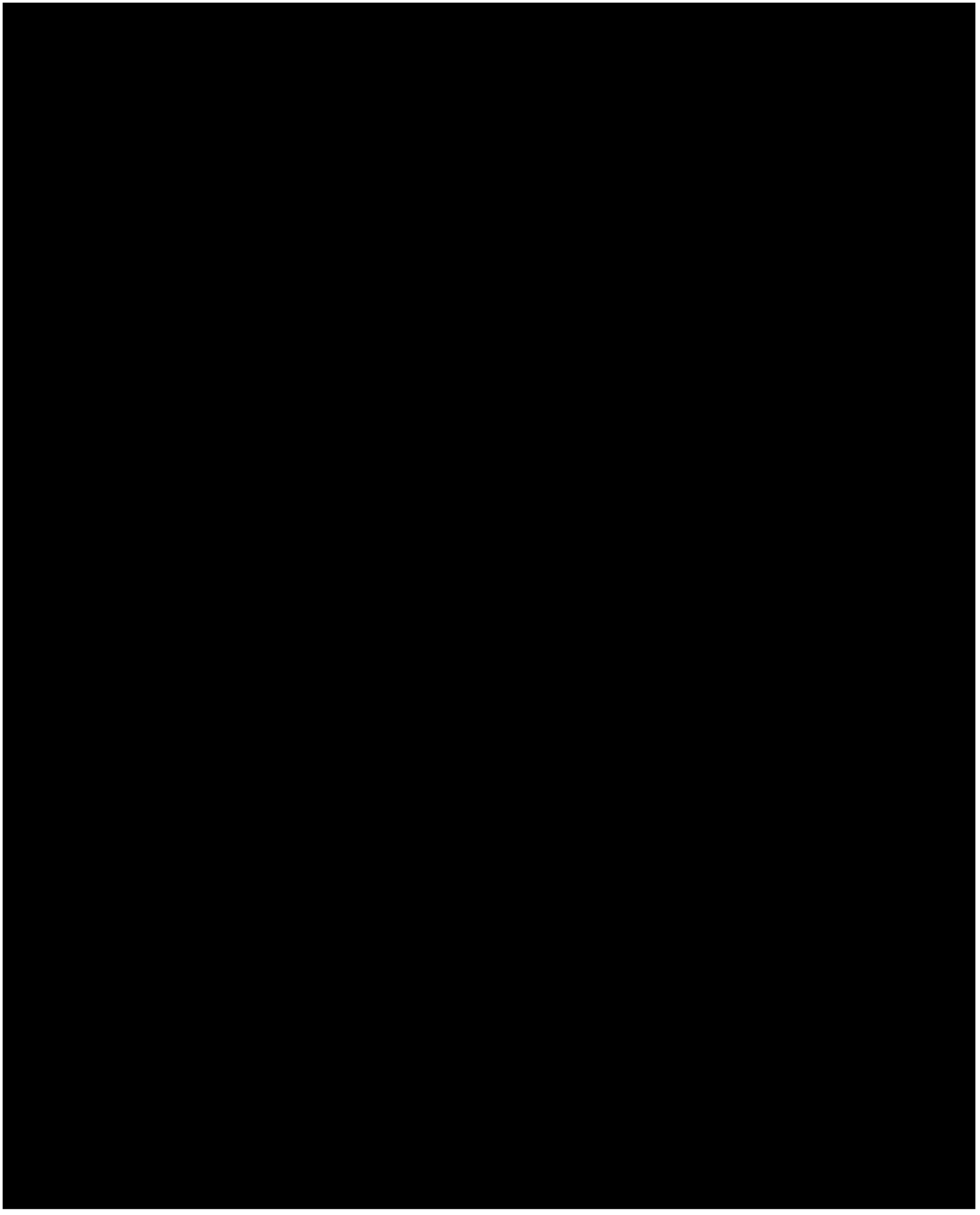

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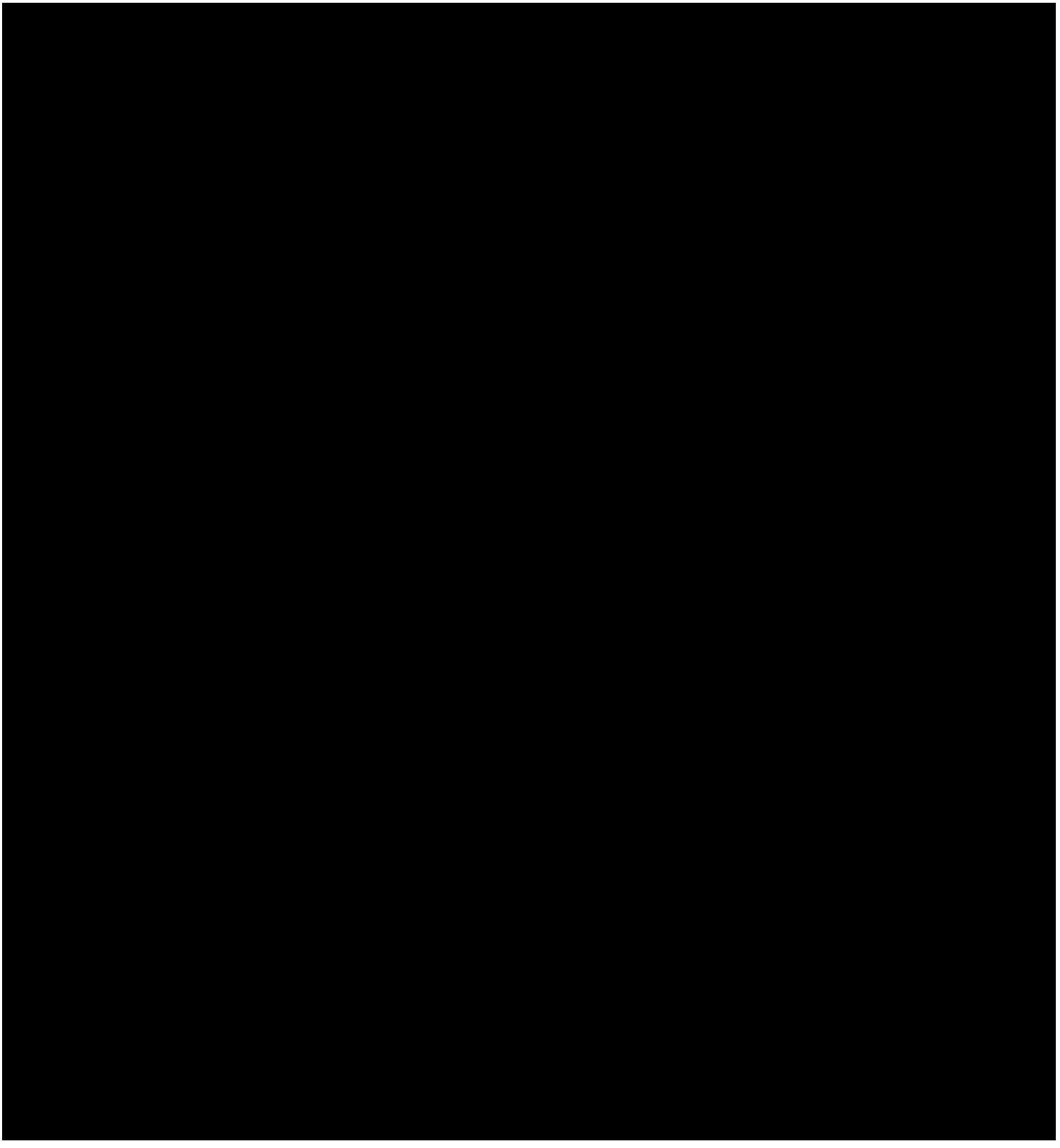

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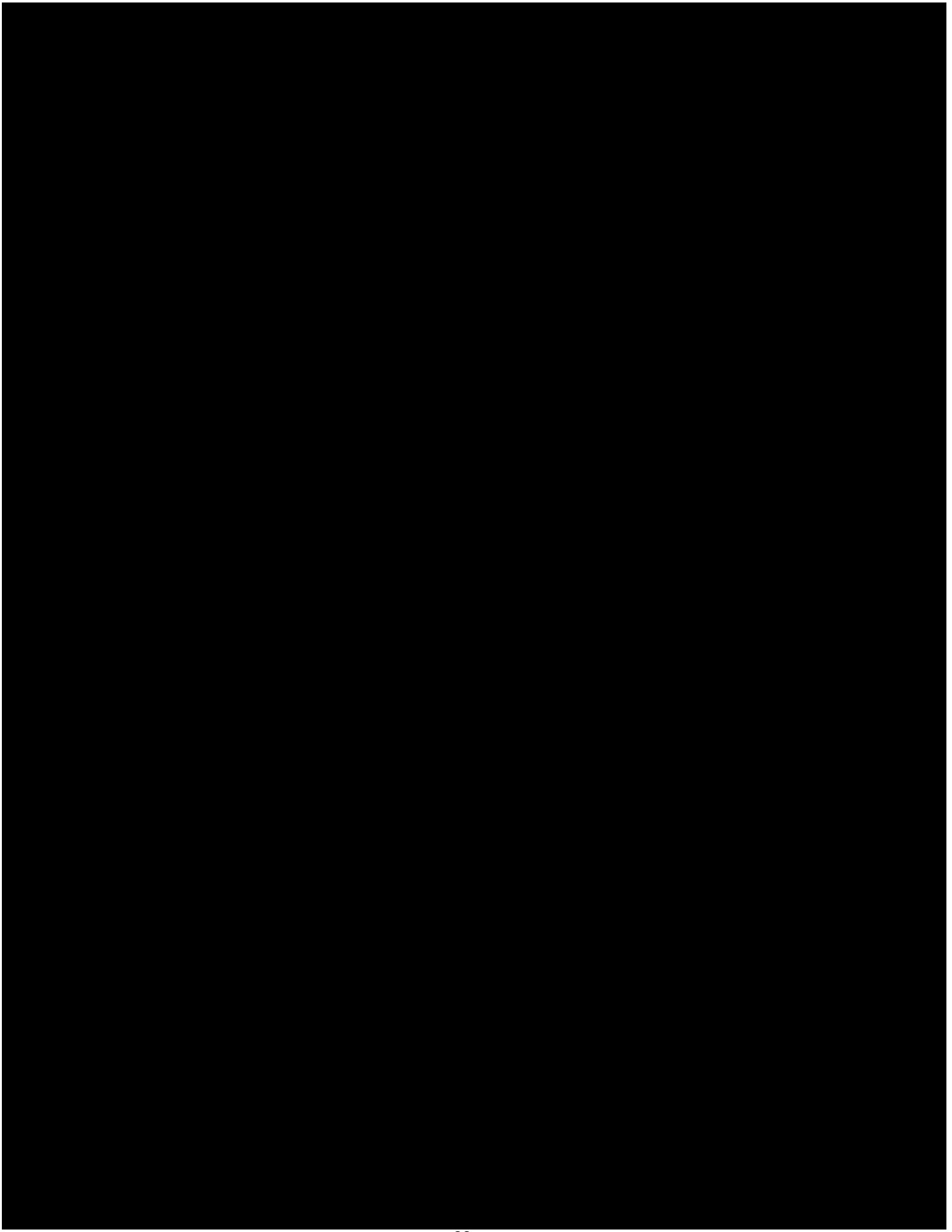

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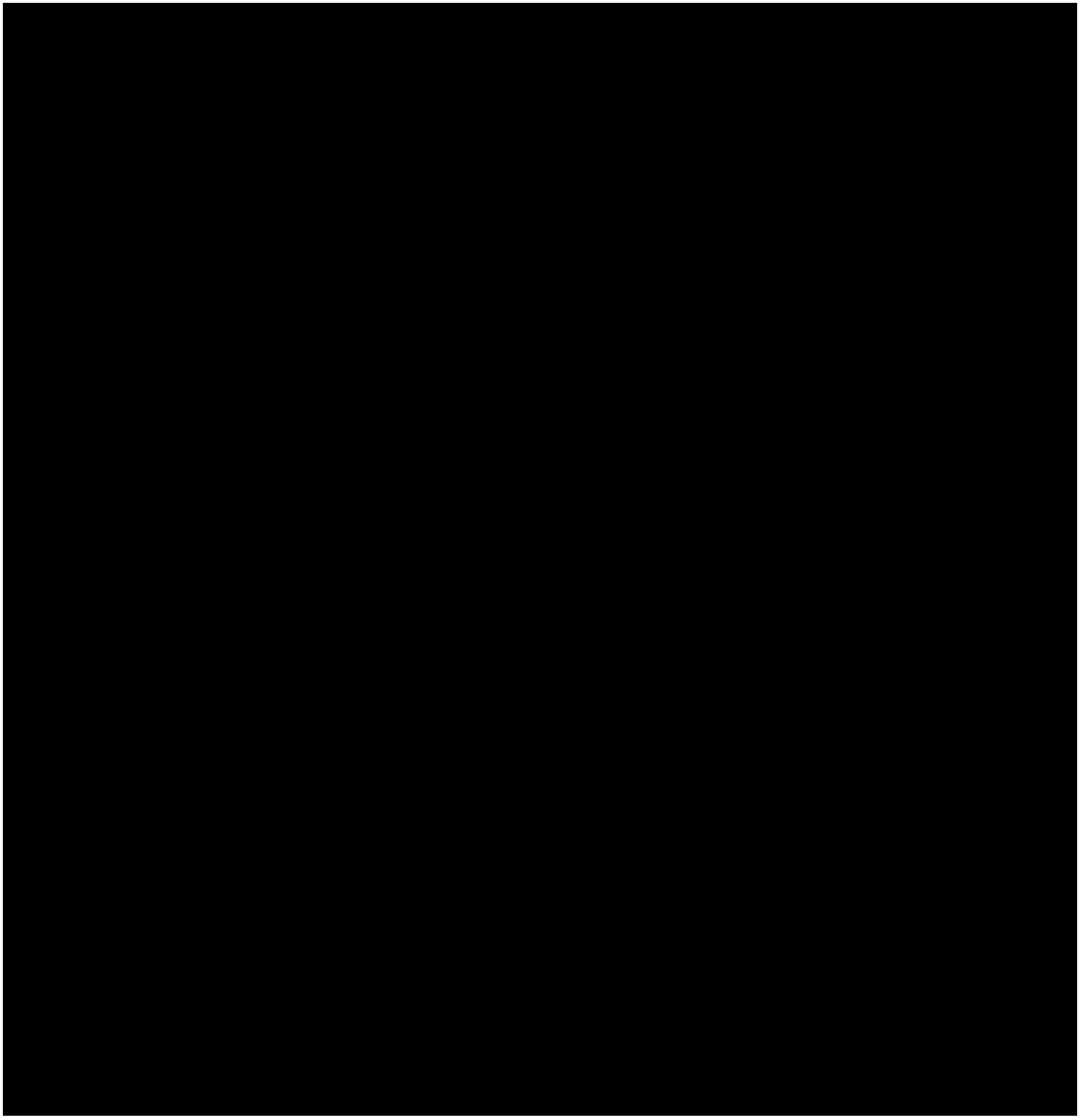

personal & commercial info

Addaction
67-69 Cowcross Street
London
EC1M 6PU

FAO [redacted]

Emailed to: newbusiness@addaction.org.uk

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

5th December 2018

Dear Bidder

PMCV 013 – COMMUNITY DRUG AND ALCOHOL TREATMENT AND RECOVERY SERVICE

SHROPSHIRE COUNCIL
SUBJECT TO CONTRACT

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your bid. A mandatory "standstill" period is now in force; this period will end at midnight on 17th December 2018.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award after the expiry of the standstill period.

[redacted]

We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Winning Tenderers Weighted Score	Your Rank (out of all 4 tenders received)
Quality	[redacted]	[redacted]	[redacted]
Price	[redacted]	[redacted]	[redacted]

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Overall	[redacted]	[redacted]	[redacted]

For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:

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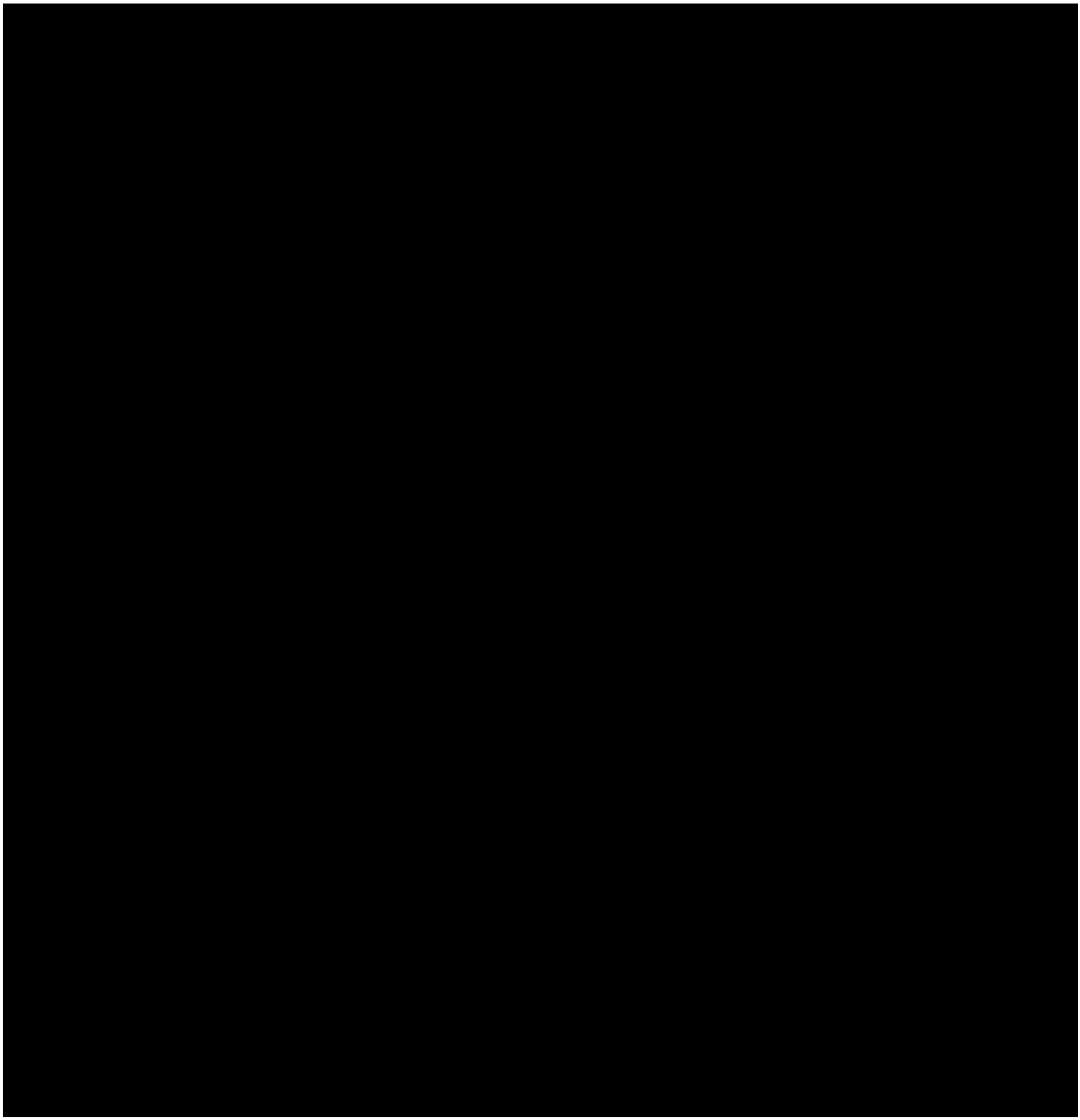

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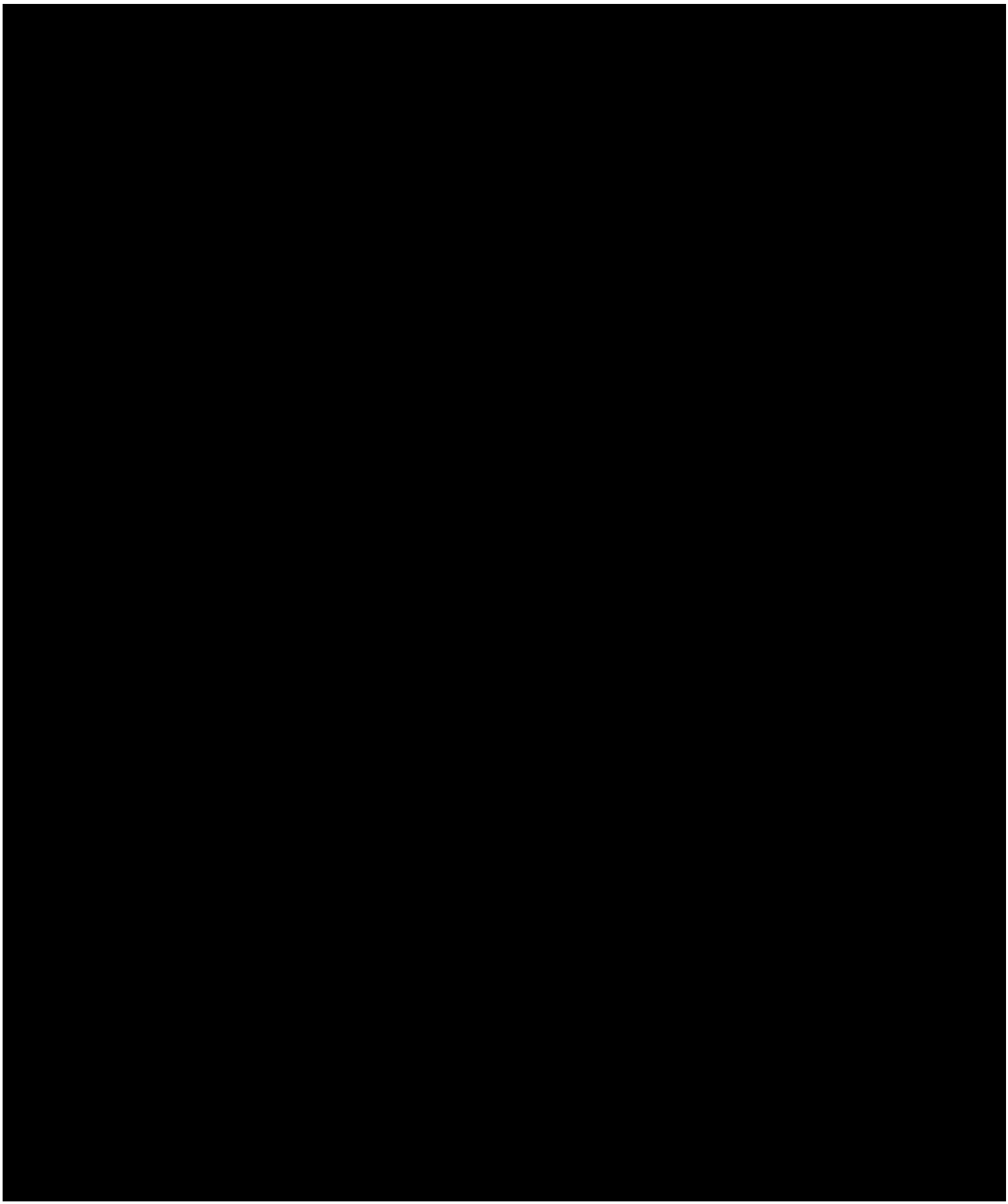

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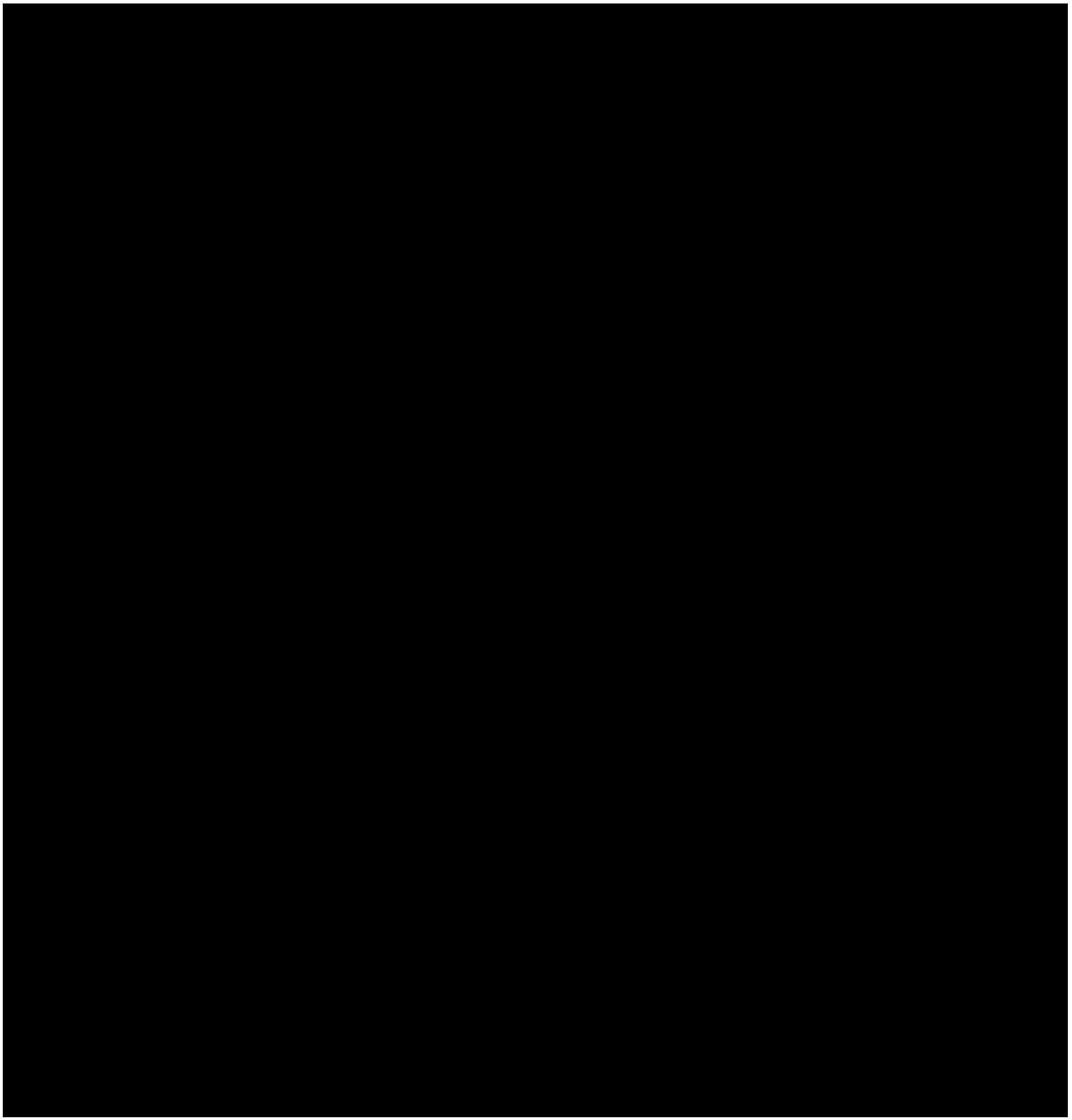

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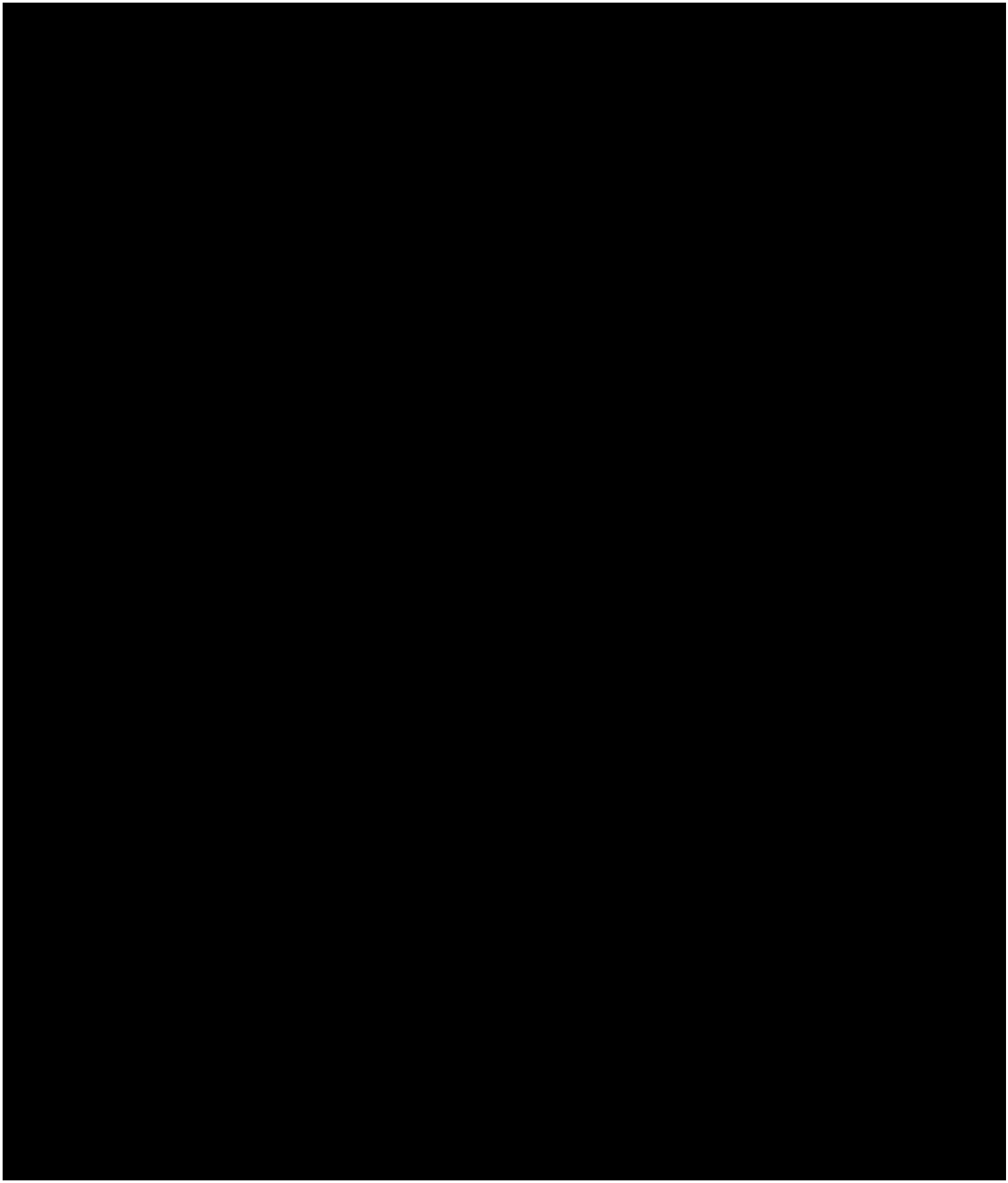

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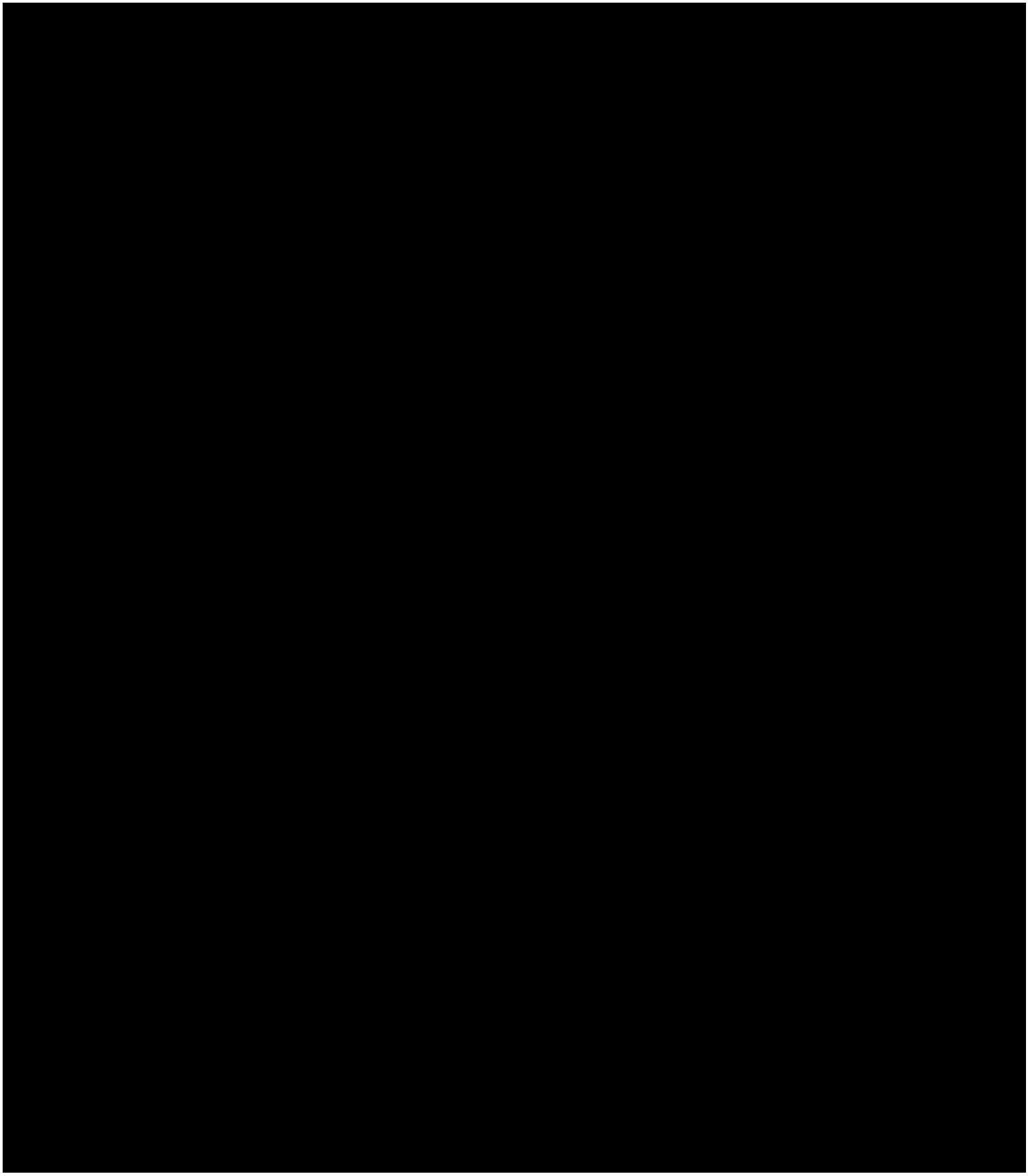

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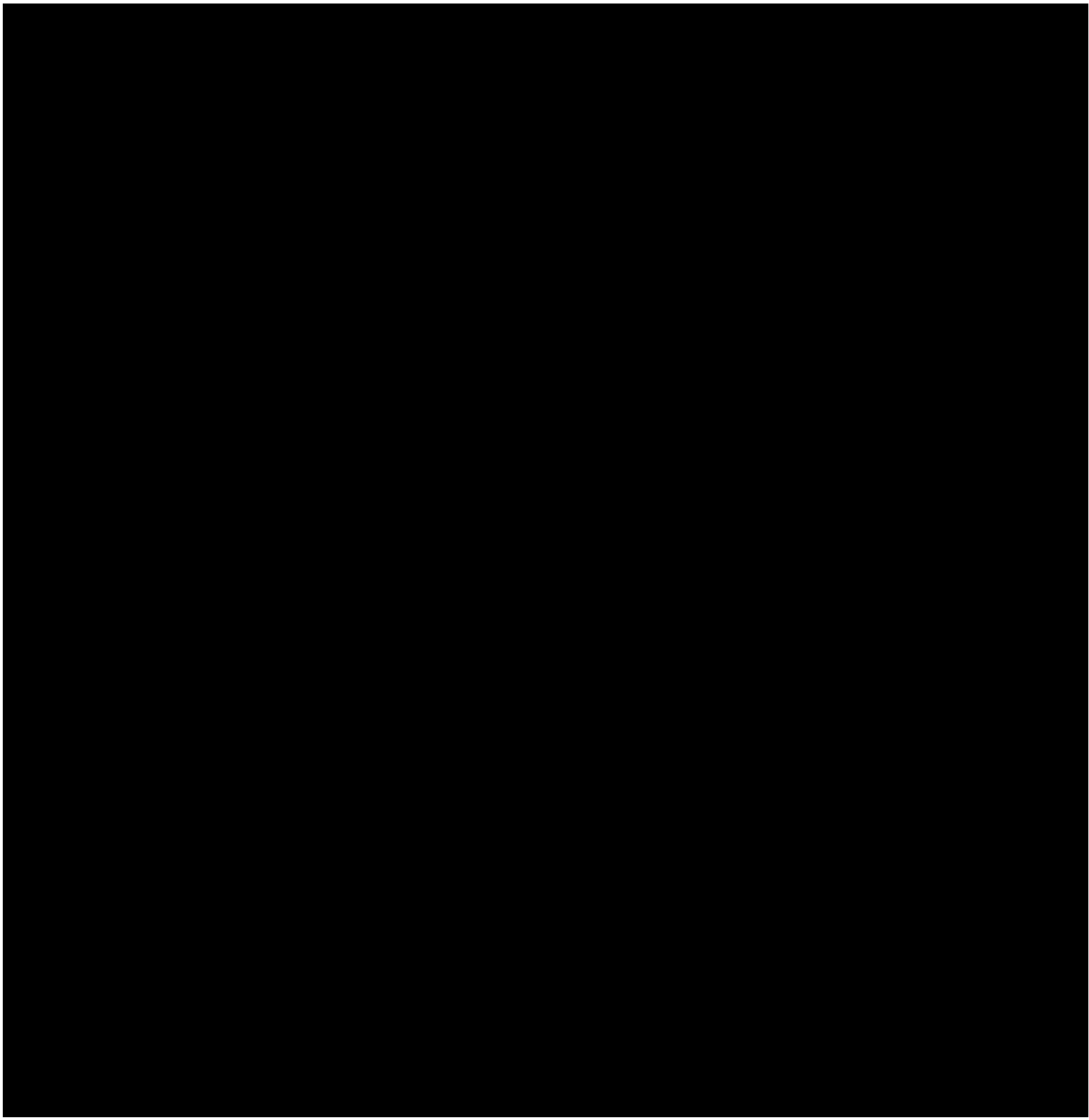

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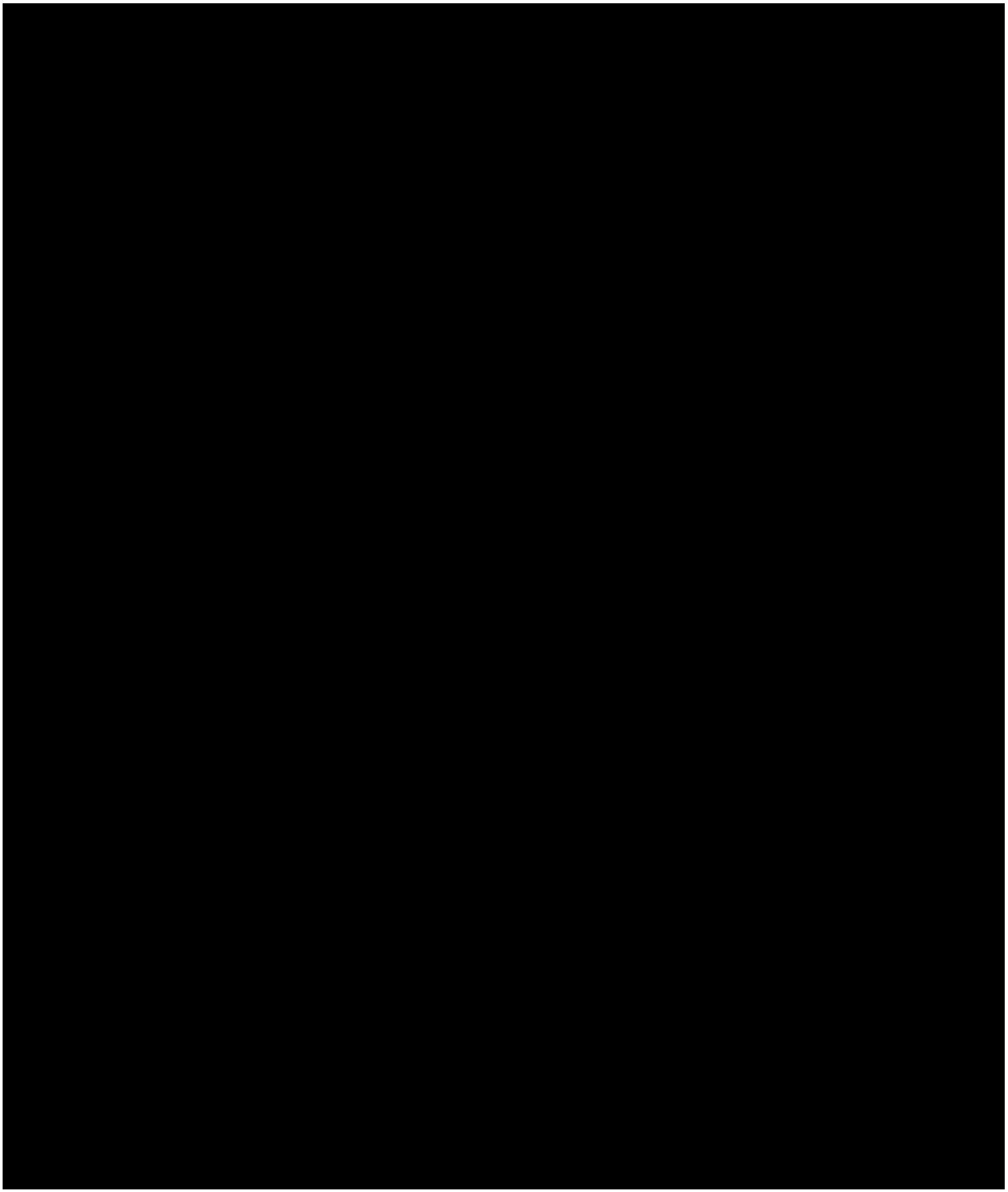

personal info

We will be in touch with you again at the end of the standstill period.

Yours faithfully

Director of Public Health for Shropshire
Shropshire Council

Drug and Alcohol Strategic Commissioner
Shropshire Council