**Schedule 8**

**Exit Transition Provisions**

1. **Introduction and Definitions**
   1. This Schedule 8 (Exit Transition Provisions) describes the duties and responsibilities of the Service Provider and the Council in addition to those set out elsewhere in the Contract (particularly those set out in Condition 30) leading up to and covering the exit from this Contract and the transfer of provision of the Services.
   2. In this Schedule except where the context otherwise requires, the following expression shall have the following meaning:

**“Replacement Service Provider”** means a Service Provider or Service Providers appointed by the Council to carry out any service equivalent to the Services or part thereof on termination or expiry of the Contract.

1. **Objectives**
   1. The objectives of this Schedule 8 (Exit Transition Provisions) are to:
2. Ensure a smooth transition of Services from the Service Provider to a Replacement Service Provider or back to the Council at the termination or expiry of this Contract; and
3. Ensure that the responsibilities of both parties to this Contract are clearly defined in the event of exit and transfer.
4. **General**
   1. Where the Council intends to continue equivalent or substantially similar services to the Services after termination or expiry, either by performing them itself and/or by means of a Replacement Service Provider, the Service Provider shall ensure the smooth transition to the Replacement Service Provider and/or the Council and shall co-operate with the Council and/or the Replacement Service Provider as required in order to fulfil the obligations under this Schedule.
   2. The Service Provider shall co-operate fully with the Council and any potential Replacement Service Providers tendering for any re-competition for the Services, including enabling the transfer of responsibility for the provision of the Services previously performed by the Service Provider to be achieved with the minimum of disruption to the extent that this is within the Service Provider’s reasonable control. In particular:
5. During any competition run by the Council and in anticipation of the expiry or termination of the Contract and irrespective of the identity of any potential or actual Replacement Service Provider, the Service Provider shall comply promptly with all reasonable requests by the Council to provide information relating to the operation of the Services, including but not limited to, agreed procedures, relationship working, co-ordination, access to and provision of all performance reports, and any other relevant (non-financial) information (including the configurations set up for the Council and procedures used by the Service Provider for handling data) reasonably necessary to achieve an effective transition provided always that the Council shall use its reasonable endeavours to answer all queries from such actual or potential Replacement Service Providers in the first instance and provided further that:
6. The Service Provider shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of the Service Provider to any such party;
7. The Service Provider shall not be obliged to disclose any such information for use by an actual or potential Replacement Service Provider unless such a party shall have entered into a confidentiality agreement; and
8. Whilst supplying information as contemplated in this Schedule the Service Provider shall provide sufficient information to comply with the reasonable requests of the Council to enable an effective tendering process to take place but shall not be required to provide information or material which the Service Provider may not disclose as a matter of law.
   1. In assisting the Council and/or the Replacement Service Provider to transfer the Services the following commercial approach shall apply:
9. Where the Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, the Service Provider shall make no charges in addition to the Contract Price. The Council may reasonably request that support already in place to provide the Services may be redeployed onto work required to effect the Services transfer provided always that where the Council agrees in advance that such redeployment will prevent the Service Provider from meeting any service levels as set out in Schedule 1, achieving any other key dates the Council shall not be entitled to claim any remedy for failure to meet such service level, achieve that key date and the Council will pay for any such support at an appropriate rate; and
10. Where any support necessary to undertake the transfer work or any costs incurred by the Service Provider are additional to those in place as part of the proper provision of the Services the Council shall pay the Service Provider for staff time agreed in advance and for other costs at a reasonable price which shall be agreed with the Council in advance.
    1. The Service Provider shall provide such information as the Council reasonably considers to be necessary for the actual Replacement Service Provider, or any potential Replacement Service Provider during any re-procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.
    2. If so required by the Council, the Service Provider shall make available such key personnel who have been involved in the provision of the Services as the parties may agree to assist the Council or a Replacement Service Provider (as appropriate) in the continued support of the Services beyond the expiry or termination of the Contract.
    3. The Service Provider shall co-operate with the Council during the handover to a Replacement Service Provider and such co-operation shall extend to, but shall not be limited to, any term of this Contract necessary to achieve an effective transition without disruption to routine operational requirements.
11. **Replacement Service Provider**
    1. In the event that the Services are to be transferred to a Replacement Service Provider, the Council will use reasonable endeavours to ensure that the Replacement Service Provider co-operates with the Service Provider during the handover of the Services.
12. **Transfer of Data**
    1. Except where, pursuant to Condition 30.2.1, the Council has instructed the Service Provider to destroy such Council data as is held by the Service Provider, three (3) months prior to expiry or within one (1) month of termination of this Contract, the Service Provider shall deliver to the Council:
13. An inventory of Council data held by the Service Provider, plus any other data required to support the Services; and/or
14. A draft plan for the transfer of such data and any other available data to be transferred.
15. **Transfer Support Activities**
    1. Six (6) months prior to expiry or within fifteen (15) Working Days of issue of notice of termination, the Service Provider shall assist the Council or Replacement Service Provider to develop a viable Exit Transition Plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Contract to the Replacement Service Provider or the Council, as the case may be.
    2. The Exit Transition Plan shall be in a format to be agreed with the Council and shall include, but not be limited to:
16. A timetable of events;
17. Resources;
18. Activities;
19. Transition arrangements for those on a current Pharmacotherapy;
20. Transition arrangements for sub-contractors;
21. Assumptions;
22. Responsibilities;
23. Risk; and
24. Dependencies.
    1. The Service Provider shall work with the Replacement Service Provider(s) to achieve a seamless approach to care planning for all service users.
    2. The Service Provider shall ensure that a core component of Exit Transition Plan is the management of effective continuity of Service for Service Users engaged in an intervention and has already set a quit date (SAQD) with the Service transition to the Replacement Service Provider(s).
25. **Service Specific Transition Provisions** 
    1. All Service Users that SAQD in the final month prior to the expiry of the Contract (1st March to 31st March), will be eligible for transfer to a Replacement Service Provider.
    2. The Service Provider will be required to maintain the numbers of Service Users SAQD during the final month prior to the expiry of the Contract (1st March to 31st March) to be equal to or greater than the average monthly SAQD numbers related to the previous 11 months of the Contract (1st April to 28th February).
    3. All Service Users that SAQD prior to a month from the expiry of the Contract (before 1st March), shall be supported by the Service Provider for 6-12 Weeks as per Schedule 1 (Specification) and will not be eligible for transfer to a Replacement Service Provider. This will be at no additional cost to the Council.
    4. For the application of Schedule 2 (Finance) by the Council, this will be applied to those Service Users that SAQD between 1st April to 28th February but not thereafter.
    5. For the application of Schedule 3 (Monitoring and Review) by the Council, all Service Quality Performance Indicators with a quarterly frequency will be applied to those Service Users that SAQD between 1st January to 28th February in the quarter prior to the expiry of the Contract but not thereafter, with the exception of those Indicators related to Service Users SAQD where data is required up to 31st March.
    6. Where the Contract terminates earlier than its natural expiry pursuant to Conditions 28.6 or 29 the provisions set out at paragraphs 7.1 to 7.5 shall apply save that the dates referred to in such paragraphs shall be revised to achieve a similar outcome.