

## Schedule VIII Definitions and Interpretations

1.1 The expressions in the first column below shall have the meanings in the second column when they are used in this Contract including all the Contract documents:

<b>Accommodation Based Service</b>	means the service you provide will be predominantly provided within the Clients home.
<b>Action Plan</b>	means the plan prepared by the Provider detailing the quality standards the Provider needs to improve and the timescales for completion. This must be delivered in accordance with clause 48 of the Contract, in relation to a Rectification Notice or Default Notice for a Non-Critical Performance Default.
<b>Admissions Criteria</b>	means the Providers criteria for entry into the service – to be agreed and used in conjunction with the Adult Social Care Housing Panel.
<b>Adult Social Care Housing Panel</b>	means the Housing Panel responsible for determining access to the Service for the Directorate of Education, Social Services and Housing.
<b>Assistive Technology Solutions</b>	means aids and gadgets provided by the Council to reduce Clients need for physical intervention eg: sensors fitted on taps and doors.
<b>Authorised Officer</b>	means the person who the Council has appointed to exercise its rights under this Contract as detailed in Schedule V. i.e. the Contracts and Commissioning Manager, or other such officer as may be designated in writing by the Council from time to time. The Authorised Officer may nominate to the Provider in writing another officer or officers to carry out all or part of the functions of the Authorised Officer under the terms of this Contract.
<b>Autistic Spectrum Condition Service</b>	means the Service detailed in Schedule I 'Service Specification' which the Council is purchasing from the Provider.
<b>Berkshire Emergency Duty Team (EDT)</b>	means the service which provides an emergency out-of – hours social work response across all the Berkshire unitary areas.
<b>Best Value Duty</b>	means the duty imposed on the Council by Section 3 of the Local Government Act 1999.
<b>Business Continuity Plan</b>	means the plan prepared by the Provider in accordance with clause 11.6 relating to continuity of the Service.

<b>Brokerage Team</b> <i>(see also Care Procurement Team)</i>	means the Council's team or other authorised representatives which commissions the individual's Support Plan from the Provider where the client is going through the Self-directed Support process.
<b>Care Management Assessment</b>	means the assessment of the Client's needs made by the Council. This may also be referred to as a SARD or a clients support plan and results in their Individual Client Care Package.
<b>Care Manager</b>	means a member of the Council's staff with responsibility for the overall care management of the Client.
<b>Care/Support Package</b>	means the care/support services commissioned by the Council and provided by the Provider in respect of each individual Client, arising from an assessment of the Client's needs, which encompass the Care Plan, Support Plan, the Delivery Support Plan and any other written arrangements agreed by both parties. See Individual Client Care Package
<b>Care Procurement Team (CPT)</b> <i>(see also Brokerage Team)</i>	means the Council's team which commissions the individual's Support Plan from the Provider. This team may also be known as the Brokerage Team where clients are going through the Self-directed Support process.
<b>Carer</b>	means a relative or friend who has the prime responsibility for ensuring the day-to-day welfare of the Client.
<b>Client</b>	means any person over the age of 18 who has been assessed as eligible for Council support under the Council's FACS Eligibility Criteria and is referred to the Provider by the Council's Adult Social Care Housing Panel.
<b>Commencement Date</b>	means [to be inserted] being the date of the commencement of the Contract.
<b>Commercially Sensitive Information</b>	means the information listed in Schedule IV 'List of Commercially Sensitive Information' which comprises information: <ul style="list-style-type: none"> <li data-bbox="683 1585 1374 1684">(a) which is provided by the Provider to the Council in confidence for the period set out in that Schedule or notification; and/or</li> <li data-bbox="683 1697 1123 1727">(b) that constitutes a trade secret</li> </ul>

<b>Confidential Information</b>	<p>means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:</p> <ul style="list-style-type: none"> <li>(i) was public knowledge at the time of disclosure (otherwise than by breach of clause 33 of the terms and conditions 'Confidentiality');</li> <li>(ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;</li> <li>(iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or</li> <li>(iv) is independently developed without access to the Confidential Information.</li> </ul>
<b>Contract</b>	<p>means the <b>Terms and Conditions</b> and all Appendices attached thereto together with the <b>Form of Agreement, Service Specification and Contract Schedules, and</b> any subsequent documentation agreed between the Council and the Provider.</p>
<b>Contracting Authority</b>	<p>means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006.</p>
<b>Contract Manager</b>	<p>means the person who the Provider has appointed to exercise its rights under this contract as detailed in Schedule V 'Details of Authorised officer and Contracts Manager', or other such officer as may be designated in writing by the Provider from time to time. The Contract Manager may nominate to the Council in writing another officer or officers to carry out all or part of the functions of the Contract Manager under the terms of this Contract</p>
<b>Contract Price</b>	<p>means the price (exclusive of any applicable VAT) payable to the Provider by the Council under the Contract as set out in Schedule II 'The Contract Price for the Service' for the full and proper performance by the Provider of its obligations under the Contract. The price quoted by the Provider shall remain fixed throughout the Initial Contract Period and throughout the period of any extension/s made in accordance with clause 3.2, 3.3 and 22 of the contract terms and conditions.</p>
<b>Council</b>	<p>means Reading Borough Council which is the purchaser of the Service.</p>
<b>Criminal Records Bureau (CRB)</b>	<p>means the Bureau established pursuant to Part V of the Police Act 1997</p>

<b>Data Protection Act (DPA)</b>	means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation
<b>Default</b>	means any failure on the part of either the Council or the Provider to carry out their respective obligations under this Contract.
<b>Default Notice</b>	means a notice setting out the nature of the Default committed and, if the Default can be put right, the action required to put it right and the timescale within which it is to be put right. Any such timescale must be reasonable in all circumstances.
<b>Delivery Support Plan</b>	means the Provider's plan by which they will deliver the Service to meet the outcomes defined by the Councils Support Plan, as agreed with the Client.
<b>Direct Payment Clients</b>	means a Client who has decided to purchase their own care service themselves rather than have the Council purchase it on their behalf. The Client receives a Direct Payment cash sum from the Council and is responsible for employing their own care and support staff.
<b>DRAFT Quality and Performance Monitoring Procedure</b>	means the document that identifies the quality standards for the Service, outcomes to be delivered, and how they will be monitored and measured as contained in Schedule VII of the Contract Schedules 'Monitoring'.
<b>Equipment</b>	means specialised equipment that is used to enable people to be effectively cared for, or (in the case of Assistive Technology) any item, piece of equipment or system that is used to increase, maintain and improve the functional capabilities and independence of people with cognitive, physical or communication difficulties.
<b>Electronic Monitoring System</b>	means an electronic system that records the time spent by Staff on Individual Care Delivered Calls, usually via telephone calls Staff make at the start and end of their care visit to an individual Client. The system can support performance management and billing.
<b>Events log</b>	means a device set up by the Council's Quality and Performance Monitoring Board to support continuous monitoring of the quality of service provision. Information is obtained on complaints, safeguarding and about minor service provision concerns that were not significant enough on their own to warrant formal escalation within the complaints or safeguarding environments and which otherwise might be lost. Patterns are analysed to inform the 'risk' status of providers. Refers to 'Monitoring' Schedule VII.

<b>Expiry Date</b> <b>[Dependant on when contract is awarded]</b>	means the following date: [insert date] (unless extended under the terms of clause 3 in the Terms and Conditions).
<b>Extension Period</b>	means the 'Initial Contract Period' may be extended up to a further 5 (five) years, should the Council decide to do this. The maximum length of the Contract will not exceed 10 (ten) years. See 'Initial Contract Period'.
<b>FACS Eligibility criteria</b>	means the Council's threshold for eligibility for Care Services. As at April 1 <sup>st</sup> 2013 this was 'Substantial'.
<b>Force Majeure</b>	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: (a) any industrial action occurring within the Provider's or any sub-contractor's organisation; or (b) the failure by any sub-Contractor to perform its obligations under any sub-contract
<b>Form of Agreement</b>	means the Form of Agreement containing the signatures executing the Contract and details of the Parties and the Service.
<b>Freedom of Information Act (FOIA)</b>	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 Commissioner or relevant government department in relation to such legislation.
<b>Good Health and Social Care Practice</b>	means using standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced provider and a person engaged in the provision of the same/similar services.
<b>Health Action Plan</b>	means the plan containing the actions needed to maintain and improve the health of an individual and any help needed to accomplish these. It is a mechanism to link the individual and the range of services and supports they need if they are to have better health. The plan is primarily for the person with learning disabilities and is usually co-produced with them.

<b>Individual Client Care Package</b>	means the care/support services commissioned by the Council and provided by the Provider in respect of each individual Client, arising from an assessment of the Client's needs, which encompass the Care Plan, Support Plan, the Delivery Support Plan and any other written arrangements agreed by both parties.
<b>Individual Care Planned Calls</b>	means the care commissioned from the Provider by the Council for individual Clients in respect of delivery of the outcomes specified in the Client's approved Support Plan. Clients may receive their care either within the Premises or externally in the community, depending on the outcomes required.
<b>Individual Care (Delivered Calls)</b>	means the hours of care actually delivered by the Provider to individual Clients in respect of delivery of the Client's approved Support Plan.
<b>Information</b>	has the meaning given under section 84 of the FOIA.
<b>Initial Contract Period</b>	means the period of 5 (five) years from the Commencement Date to the date of expiry, or such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract. This date may be extended by up to a further 5 year period to total a maximum of 10 (ten) years – see 'Extension Period'
<b>Disclosure and Barring Service</b>	means the Disclosure and Barring Service pursuant to the Protection of Freedoms Act 2012 (Disclosure and Barring Service Transfer of Functions) Order 2012.
<b>Key Performance Indicators</b>	means the performance indicators set out in Schedule VII 'Monitoring' of the Contract Schedules.
<b>Law</b>	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of royal prerogative, enforceable community right within the meaning of the European Communities Act 1972, regulatory policy, guidance or industry code, judgement of relevant court of law, or directives or requirements or any Regulatory Body of which the Provider is bound to comply
<b>Premises</b>	means the property listed in Schedule VI 'The Premises', or such other property as determined by the Council in its absolute discretion, at which the service is to be provided.
<b>Medical Malpractice</b>	means any error, act or failure to act in diagnosing or treating a condition or in administering medication prescribed to treat a condition which results in any bodily or mental injury, illness disease or death of any Client.

<b>Monitoring Schedule</b>	means Schedule VII of the Contract Schedules 'Monitoring'. Also referred to as DRAFT Quality and Performance Monitoring Procedure.
<b>Month</b>	means calendar month
<b>Neutral Adviser</b>	means a neutral adviser or mediator who may be appointed as part of the procedure to resolve disputes between the Parties.
<b>Notices</b>	A formal communication in respect of the Contract required to be served on either <b>Party</b> by the other using the method specified within the Contract.
<b>Notifications</b>	A formal communication in respect of Clients to be made by either Party to the other using the method specified within the Contract.
<b>Party</b>	means a party to the Contract and "Parties" shall be construed accordingly.
<b>Personal Care</b>	<p>means personal care as defined by the Relevant Registration Authority (currently the Care Quality Commission), as follows:</p> <p>(a) Physical assistance given to a person in connection with:</p> <ul style="list-style-type: none"> <li>• Eating or drinking (including the administration of parenteral nutrition);</li> <li>• Toileting (including in relation to menstruation);</li> <li>• Washing or bathing;</li> <li>• Dressing;</li> <li>• Oral care;</li> <li>• The care of skin, hair and nails (with the exception of nail care provided by a chiropodist or podiatrist);</li> </ul> <p>(b) The prompting and supervision of a person to do any of the types of personal care listed above, where that person is unable to make a decision for themselves in relation to performing such an activity without such prompting and supervision.</p> <p>(c) "Prompting and supervision" means that services where staff prompt and directly supervise a person when they are carrying out the above actions. Supervision will normally include direct observation of the action as it is carried out or otherwise checking on how it carried out, but will not normally include merely encouraging someone to perform the activity, or checking at some point afterwards on whether it has been done.</p>

<b>Personalisation Agenda</b>	<p>means the Council's response to the government's 'Putting People First' agenda which sets out a vision and commitment to develop a more personalised approach to social care</p> <p>Individuals who need support from Council's should experience a responsive system that enables them to have maximum choice and control with tailored support to meet their needs and goals. <i>(See also Self Directed Support)</i></p>
<b>Provider</b>	<p>means the legal entity which is the Party the Council has contracted with to be responsible for the Service as named in this Contract, and includes any legal personal representatives of the Provider where applicable and the permitted assignees of the Provider.</p>
<b>Rectification Notice</b>	<p>means a notice in writing identifying a Performance Default(s) under clause 46 of the Contract.</p>
<b>Relevant Registration Authority</b>	<p>means, at the time of writing, the Care Quality Commission, the regulatory body for domiciliary care agencies.</p>
<b>Resumption Notice</b>	<p>means a notice in writing served on the Provider by the Council instructing them they are to resume the Service following a Suspension.</p>
<b>Request for Information</b>	<p>shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply).</p>
<b>Safeguarding Adults Manager</b>	<p>Manager of Safeguarding Adults Team within Reading Borough Council.</p>
<b>SARD (Supported Assessment and Review Document)</b>	<p>means the Council's assessment of the Clients social care needs and the outcomes they want to achieve in life and/or from the service.</p>
<b>Self-Directed Support</b>	<p>Self – Directed support is the process by which Clients are supported to choose how to spend their allocated Personal Budget in a way that best meet their needs and delivers their outcomes.</p>
<b>Serious Default</b>	<p>means a Default on the part of the Provider which materially prejudices the health safety or welfare of a Client.</p>
<b>Service</b>	<p>means the Autistic Spectrum Condition Service detailed in Schedule I 'Service Specification' which the Council is purchasing from the Provider.</p>



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<b>Service Manager</b>	means the person appointed by the Provider to be responsible for the day-to-day operation of the Service.
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<b>Service Review</b>	means a periodic appraisal by the Council of the Service performed by the Provider. A Service Review will normally consider the strategic relevance of a service, its value for money, its quality, its performance and will take account of stakeholders views. The purpose of a Service Review is to appraise that the Service is delivering what is required and to make recommendations on its continuation.
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<b>Service Specification</b>	means Schedule I of the Contract Schedules. 'Service Specification' containing details of the Service.
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<b>Staff</b>	means all persons employed or engaged by the Provider to perform its obligations under the Contract (including temporary staff) together with the Provider's servants, agents, volunteers, suppliers and sub-contractors used in the performance of its obligations under the Contract.
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<b>Substantial Number of Hours (suspension or reduction)</b>	means the suspension or reduction of more than 25 hours care/support per week to a particular Client. 2 weeks notice will be given and/or paid to the provider (unless mutually agreed otherwise).
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<b>Support Plan</b>	means the plan developed by the Council to meet the Client's needs and outcomes.
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<b>Suspension Notice</b>	means a notice in writing to suspend a Service or Services giving under clause 51 of the Contract.
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<b>Term</b>	means the period between the Commencement Date and the Termination Date.
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<b>Termination Date</b>	means the date the contractual agreement between the Council and the Provider ends howsoever determined, whether for the whole of any of the Services, or the provision to an individual Client only.
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<b>Terms &amp; Conditions</b>	means the Terms & Conditions part of this Contract which sets out the principle obligations between the Parties.
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<b>Transfer Regulations or TUPE</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and any subsequent or related legislation.
<b>Variation</b>	has the meaning given in clause 39 of the Terms and Conditions.
<b>VAT</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994
<b>Vetting and Barring Scheme</b>	means the ISA Scheme for listing people barred from working with children or vulnerable adults
<b>Warning Notice</b>	means a notice in writing warning the Provider under clause 49.
<b>Working Day</b>	means any day of the week (including a Saturday or Sunday) between the hours of 7am until 10pm.

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