

SOUTH GLOUCESTERSHIRE COUNCIL

DEPARTMENT FOR PEOPLE

COMMISSIONED SERVICES AGREEMENT FOR THE PROVISION OF SERVICES

Date of Agreement	1 April 2024 – 31 March 20(XX)	
Title of Services	Youth Activities Offer	
Provider	<i>[Insert name]</i>	
Parties		
“the Council” Acting by [Insert name & position] authorised to sign this Agreement for the Council	Name	South Gloucestershire Council
	Address	Department for People Quality Assurance, Strategic Safeguarding & Commissioning PO Box 1955, Bristol BS37 0DE
“the Provider” Acting by [Insert name & position] authorised to sign this Agreement for the Provider	Name	<i>[Insert name]</i>
	Address	<i>[Insert address]</i>
Particulars		
“Commencement Date”	1 April 2024	
“Agreement Term”	Five years (60 months) with an option for the Council to extend for a further 2 years (24 months).	
“Commissioned Sum”	The sum of £ <i>[XX]</i>	
“Council Link Officer”	Sharon Adams	
“Provider Representative” for provision of the Services and also acting as Point of Contact for GDPR	<i>[Insert name]</i>	
“Provider Representative acting as Point of Contact for GDPR” (if different from above)	<i>[Insert name if different from above]</i>	
“Services”	The services described in Schedule 2 and delivered in compliance with Schedules 1 to 7	
Agreement Documents	i. This Agreement ii. Schedule 1 - Guidance and Instructions iii. Schedule 2 - The Service Specification iv. Schedule 3 - Supplier Questionnaire v. Schedule 4 – Technical questions vi. Schedule 5 - TUPE information vii. Schedule 6 - Clarification questions	
Agreement		
The Provider, in consideration of the Commissioned Sum, agrees: <ul style="list-style-type: none"> ➤ to provide the Services in accordance with this Agreement ➤ to use the Commissioned Sum solely for the purpose of providing the Services ➤ to comply with the general conditions set out in this agreement ➤ to deliver the Services in accordance with the Service Specification in Appendix 2 ➤ To achieve the targets and comply with the terms of monitoring set out in Appendix 2 ➤ To comply with the GDPR requirements as set out in the general conditions and within the processes as described in Appendix 3. 		

Signed for the Council	Signed for the Provider
Print Name:	Print Name:
Job Title:	Job Title:
Date of Signature202x	Date of Signature202x

Schedule 1**GENERAL TERMS AND CONDITIONS OF AGREEMENT****1 Background**

- 1.1 The Provider has the necessary skill, knowledge and experience to perform the Services.
- 1.2 In reliance upon that skill, knowledge and experience the Council wishes to appoint the Provider to provide the Services and the Provider agrees to accept the appointment on the following terms.

2 Interpretation

- 2.1 The words and phrases set out in the Agreement apply to these Terms and Conditions.
- 2.2 References to statutory provisions include references to those provisions as amended or re-enacted.
- 2.3 The headings of the clauses in this Agreement are for reference purposes only.
- 2.4 References to a body or person shall include a company, corporation or organisation and any reference to a service user, patient, resident, customer or client shall mean any individual who is eligible to receive or is a recipient of any of the Services provided by the Provider under this Agreement.
- 2.5 Words importing the one gender shall include the other and words importing the singular number shall include the plural.

3 Commissioning Period / Agreement Term

- 3.1 The Council intends to commission the Service for 5 years from 1 April 2024.
- 3.2 The Council shall have the option to extend the Agreement Term for a period of up to 2 years by notice in writing at least 3 months prior to the expiry of the Contract Term.
- 3.3 The Provider shall provide the services from the Commencement Date and shall continue to provide the Services for the period of the Agreement Term, or until the Agreement is terminated in accordance with clause 10.

4 Variation and Renegotiation of Agreement Conditions

- 4.1 The Services shall be supplied solely in accordance with these conditions. All other contractual terms which in any way add to, vary or contradict these conditions upon which the Provider may seek to rely or otherwise impose on the Council shall be excluded and not form part of the Agreement (whether or not such other contractual terms post-date these conditions) unless the Council has specifically agreed in writing to be bound by them.
- 4.2 The Council reserves the right on giving reasonable written notice at any time to require changes to the Services (including by way of the removal of elements of the Services, the addition of new services, or increasing or decreasing the Services or specifying the order in which the Services are to be performed or the locations where the Services are to be provided) for any reasons whatsoever provided however that such variation does not amount to a fundamental change. Such a change is hereinafter called "a Variation".

Following such notice, the Council and the Provider shall enter into good faith negotiations (for a period of not more than 30 working days from the date thereof or where, in the reasonable opinion of the Council, the Variation is necessary as a matter of urgency due to circumstances outside the Parties' control, such shorter period as the Council shall direct) to agree the terms

of the Variation (including any necessary consequential variation in the terms and conditions and/or the Commissioned Sum) such that, in all the circumstances, the Variation properly and fairly reflects the nature and extent of the proposed Variation. If the parties are unable to agree such matters within such period the Council shall by written notice to the Provider:

- (a) agree that the parties shall continue to perform the Agreement without the Variation; or
- (b) terminate the Agreement from the date specified in the notice (being not less than 3 months from the date of the notice)

4.4 If the parties agree the Variation (including any variation in the Commissioned Sum) the Variation shall be committed to writing and the Provider shall carry out the Services as varied.

5 Duties of the Provider

5.1 The Provider shall at all times during the operation of this Agreement:

- 5.1.1 provide the Services and comply with the terms of this Agreement and any Specifications or requirements included or referred to in the Agreement;
- 5.1.2 exercise and continue to exercise the degree of care, skill and diligence reasonably to be expected of a skilled and qualified professional person providing such Services in relation to a project of a similar size, scope and nature as detailed in this Agreement;
- 5.1.3 comply with all reasonable directions of the Council Representative;
- 5.1.4 use its best endeavours to secure and achieve continuous improvement in the delivery of the Services during the period of this Agreement;
- 5.1.5 must to the extent reasonably practicable co-operate with and assist the Council in fulfilling its Best Value Duty.

5.2 The Provider shall keep appropriate records in relation to the provision of the Services to Service Users (including any detailed in the Specification) and at the Council's request shall make them available for inspection by the Council and/or provide copies to the Council. The Provider shall ensure that it has secured all necessary consents to enable Council access to such records.

6 Default by Provider

6.1 Without prejudice to any other right or remedy, if the Provider does not provide the Services in accordance with this Agreement the Council may:

- 6.1.1 terminate the Agreement;
- 6.1.2 subject to clause 6.2 itself provide or otherwise procure the provision of the Services until it is satisfied that the Provider is able to carry out the Services in accordance with these conditions.

6.2 If the proper and reasonable cost to the Council of executing or procuring such Services exceeds the amount that would have been payable to the Provider for executing or procuring such Services, such excess shall be paid by the Provider to the Council in addition to any other sums payable by the Provider to the Council in respect of the breach of contract under Clause 6.1.

7 Compliance with the Law

7.1 The Provider shall comply with all relevant legal provisions, whether in the form of Orders, Regulations, Statutes, Statutory Instruments, Codes of Practice, Bylaws, Directives or the like, to be observed and performed in connection with the Services provided under the Agreement.

The Provider recognises and accepts that in carrying out the Services on behalf of the Council it may be treated for the purposes of certain of these provisions as if it were a local authority and shall indemnify the Council accordingly against any cost or expense or loss or damage caused to the Council by the Provider's breach or non-compliance with any such legal provision.

8 Confidentiality

- 8.1 The Provider and its staff must respect the privacy of service users. Nothing concerning the Service User must be discussed with anyone other than the Service User's health and social care professionals, or their line managers and where appropriate with others in the staff team, the Council's Link officer, or the police or other government agency in the course of a lawful and pertinent enquiry. Nothing concerning the Service User must be discussed with anyone other than the persons mentioned above without the express permission of the Service User or their advocate if the Service User is unable to express an opinion. Notwithstanding the provisions of this clause 12.1 the provider, its agents and all parties hereto shall at all times have regard to the provisions of the General Data Protection Regulation.

9 Financial Arrangements

- 9.1 In consideration of the provision of the Services the Council shall make the payments to the Provider in accordance with the Commissioned Sum.
- 9.2 The Council shall pay the Provider 25% of the annual Commissioned Sum quarterly in advance. The Provider must keep full records indicating how the funding is used, including audited accounts and an annual report. These must be submitted to the Council on request.
- 9.3 The Council's financial commitment under this agreement will be limited to the fees specified as the Commissioned Sum in this agreement. For the avoidance of doubt, in the event that in delivering the Services the provider incurs costs in excess of the Funding such costs will be borne by the Provider.
- 9.4 No payments shall be made "on account" or otherwise in respect of Services yet to be performed unless otherwise agreed and so specified elsewhere in this agreement.
- 9.5 Payment by the Council shall be without prejudice to any claims or rights which the Council may have against the Provider and shall not constitute any admission by the Council as to the performance by the Provider of its obligations under the Agreement. Prior to making any payment the Council shall be entitled to make deductions or defer payment in respect of any disputes or claims whatsoever with or against the Provider.
- 9.6 The Council shall pay the commissioned sum to the Provider, by BACS (Bank Account Clearing System).
- 9.7 The Council shall not be liable for any costs where the Agreement is terminated or cancelled through no fault of the Council. For the avoidance of doubt the Council shall not be liable for any costs or expenses (including redundancy costs) which may arise following the termination of this Agreement other than those costs reasonably and properly due as a direct consequence of a breach by the Council of its obligations under this Agreement. The Council shall not be liable for any economic or consequential losses.
- 9.8 In the event of termination the Provider shall be obliged to repay to the Council any advanced payments.
- 9.9 The Provider will be responsible for any tax and/or National Insurance liability that will arise as a result of this Agreement.
- 9.10 Any sum under-spent will be returned to the Council at the completion of the Agreement. If the organisation is dissolved or, in the opinion of the Council the organisation ceases to function, part or all of the Funding will have to be repaid immediately. Repayment of the Funding will not be sought from individuals unless there is evidence of fraud or unlawful action.

- 9.11 The parties acknowledge that where this Agreement has been made following a negotiated procedure and in circumstances where the actual cost of the delivery of the Services is uncertain that the Commissioned Sum represents an estimate only.

10 Termination

- 10.1 This Agreement shall terminate:

10.1.1 upon the expiry of the Agreement Term;

10.1.2 if either party fails to comply with any terms and conditions of this Agreement and

- (a) such failure if capable of remedy is not remedied within **28** days of receipt of written notice of such failure from the other party;
- (b) where such failure is not capable of remedy forthwith upon receipt of written notice.

10.1.3 upon either party giving the other party 3 months' written notice to that effect.

- 10.2 The Provider shall provide the services from the Commencement Date and shall continue to provide the Services for the period of the Agreement Term, or until the Agreement is terminated in accordance with clause 10.

11 Insolvency

- 11.1 The Council may at any time by notice in writing summarily terminate this Agreement without compensation to the Provider in any of the following events:

11.1.1 if the Provider being an individual (or where the Provider is a firm, any partner in that firm) shall at any time become bankrupt or shall have a receiving order, administration order or interim order made against him, or shall make any composition or scheme of arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or if in Scotland he shall become insolvent or bankrupt, or any application shall be made for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors.

11.1.2 if the Provider being a company shall pass a resolution, or the courts shall make an order, that the company shall be wound up (except for the purposes of amalgamation or reconstruction), or if an administrative receiver on behalf of a creditor shall be appointed, or if the courts shall make an administration order, or if circumstances shall arise that entitle the courts or a creditor to appoint an administrative receiver, or which entitle the courts to make a winding-up order or administration order provided always that such termination shall not prejudice or affect any right of action or remedy that shall have accrued or shall accrue thereafter to the Council.

- 11.2 In the event that the Council terminates the Agreement it shall be entitled to repayment of any advance payment (or such proportion thereof) as has not been spent on the services.

12 Consequences of Termination

- 12.1 On the termination of this Agreement:

12.1.1 the Provider shall deliver to the Council all information (including Confidential Information) in its possession or under its control relating to the Services and the Service Users. (The Provider shall ensure that it has secured all necessary consents to enable the Council access to such records).

12.1.2 no Services shall thereafter be performed;

12.1.3 the Provider shall account to the Council for all sums due and shall provide the Council with any reports required under this Agreement in accordance with clauses 9 and 36.

12.1.4 the expiry or termination of this Agreement shall be without prejudice to any rights which have already accrued to either party under this Agreement.

13 Assignment and Sub-contracting

13.1 The Provider shall not assign, delegate or sub-contract any part of its obligations under this Agreement without the consent of the Council, such consent not to be unreasonably withheld.

14 Indemnity

14.1 Each Party must at all times take all reasonable steps to minimise and mitigate any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred against the other Party pursuant to this Agreement resulting from the performance of the Services, including:

14.1.1 any act, neglect or default of by either the Council or Provider's employees or agents;

14.1.2 the proven infringement of the intellectual property rights of any third party;

14.1.3 breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

14.2 Neither Party shall be liable to the other Party (as far as permitted by Law) for Indirect Losses in connection with this Agreement.

14.3 Nothing in this Agreement will exclude or limit the liability of either Party for:

14.3.1 death or personal injury caused by its negligence; or

14.3.2 fraud or fraudulent misrepresentation.

15 Insurance

15.1 The Provider shall effect and maintain at its own cost a policy of insurance with reputable insurers in the UK insurance market for a period expiring no earlier than 6 years after completion of the Services to cover the liability of the Provider in respect of any act or default for which it may become liable to indemnify the Council under clause 14 provided that such insurance is available in the market at commercially reasonable rates. Any increased or additional premium required by insurers by reason of the Provider's own claims record or other acts or omissions particular to the Provider shall be deemed to be within commercially reasonable rates.

15.2 The insurance cover required under clause 15.1 shall include Employers Liability and Public Liability insurances with minimum limits of indemnity of not less than £10 million and £5 million respectively.

15.3 The Provider shall inform the Council immediately if such insurance cover ceases to be available at commercially reasonable rates.

15.4 Upon request, the Provider will provide the Council with a copy of the policy of insurance effected in accordance with clause 15.1.

16 Notices

16.1 Any notice, request, demand, consent or approval given under or in connection with this Agreement must be given in writing.

- 16.2 Any such notice, request, demand, consent or approval shall be sent to the registered office or principal business address of either party and, if sent by post, shall be deemed to have been received on the second working day following the date of posting.

to the Provider at the address in the Agreement

to the Council at the address in the Agreement

(or such other addresses as may be notified to the Providers from time to time)

- 16.3 The notice shall be sufficiently served if served personally, or if sent by prepaid Recorded (Signed For) Delivery or if no longer called that, the nearest equivalent, to the last known address of the Party to be served with it. If so sent it shall, unless proved to the contrary, be deemed to have received by the addressee on the second business day after the date of posting. Electronic mail or facsimile transmission may only be used if this has been agreed beforehand and provided that if the contents are intended to have formal or legal consequences a paper copy is also sent in accordance with this Condition.

17 Environmental considerations

- 17.1 The Provider shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the products/Services the subject of this Agreement. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Provider shall comply with such agreements or codes of practice as if they were incorporated into English law.

18 Health and Safety

- 18.1 The Provider and all persons employed by it shall throughout the Agreement Term comply fully with the requirements of the Safety Legislation.
- 18.2 The Provider shall provide to the Council's Representative any information relating to the Provider's compliance with this clause 18 that the Council may reasonably request at any time from the Commencement Date.
- 18.3 For the purpose of condition 18.1 "**Safety Legislation**" means the Health and Safety at Work Act 1974 and the Consumer Protection Act 1987 together with all regulations made under them including, but not limited to, the General Product Safety Regulations 2005, the Control of Substances Hazardous to Health Regulations 2002 and all other legislation, codes of practice and guidance from time to time amended (including subordinate legislation and European Community legislation to the effect that it has direct effect on member states) imposing legal requirements with respect to health and safety at work and/or the safety of any goods and equipment used in the performance of the services and the health and safety of the users of such goods and equipment.
- 18.4 The Council expects that Providers will follow appropriate procedures for ensuring the safety of Service Users and of staff or volunteers involved in the delivery of the Service. This should include good arrangements for assessing and managing any significant risks and control measures that are effective and proportional to the level of risk.

19 Staffing Related Matters - Working on Council Premises

- 19.1 While on the premises of the Council
- 19.1.1 the Provider shall comply, and shall ensure that its staff comply, with the requirements of the Health and Safety at Work Act 1974 and other relevant legislation, including regulations and codes of practice issued thereunder, and with the Councils own policies and procedures.

- 19.1.2 provide its staff with a form of identification that is acceptable to the Council and which staff shall display on their clothing at all times when engaged in delivering the Services.
- 19.1.3 ensure that its staff shall report to the authorised officer on arrival and departure from the Council's premises.
- 19.1.4 cause as little interference as possible with other activities on the premises.
- 19.1.5 instruct its staff about fire risks and require them not to smoke on the premises except where it is expressly permitted to do so.
- 19.1.6 remove from the premises any of its staff where the Council so requests.

20 Equalities

20.1 The Council is required to meet the public sector equality duty under Section 149 of the Equality Act 2010 and in certain circumstances the Provider may also be subject to that duty where it is carrying out functions of a public nature. The Provider shall at all times act in accordance with the Equality Act 2010 in relation to its obligations under the Agreement, and the Provider shall:-

- 20.1.1 not unlawfully discriminate either directly or indirectly or victimise or harass any person on such grounds as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation, and without prejudice to the generality of the foregoing the Provider shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or any statutory modification or re-enactment thereof),
- 20.1.2 take all reasonable steps to secure the observance of this clause by its employees,
- 20.1.3 co-operate with the Council in monitoring the Providers compliance with this clause 21 including providing such information as the Council may reasonably request,
- 20.1.4 not knowingly do anything in the performance of this Agreement which might place the Council in breach of the Councils duties and obligations under the Equality Act 2010 and
- 20.1.5 indemnify the Council against any costs, claims and expenses the Council may incur as a consequence of the Providers (or its employees) breach of this clause 21.

20.2 The Provider shall:

- 20.2.1 have an equal opportunities, or equality and diversity, policy in respect of the protected characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity race, religion or belief, sex and sexual orientation
- 20.2.2 demonstrate effective implementation of its policies in relation to recruitment practices including evidence of open recruitment methods such as use of the Job Centre or press advertisements;
- 20.2.3 regularly review the full range of equality policies and procedures and take specific action to make any necessary changes;
- 20.2.4 regularly monitor from different 'protected characteristic' groups in relation to access to services, satisfaction with services and complaints including how the monitoring process impacts upon the development of policy and practice

- 20.2.5 regularly monitor the composition of its workforce, (including training and development opportunities, promotions and disciplinary action), and monitor job applicants from 'protected' groups.
- 20.2.6 Collect, collate and provide any equalities monitoring information requested by the Council
- 20.3 The Council has entered into a Compact with other public agencies and the voluntary and community sector which includes A Code of Good Practice in relation to Equalities. Both parties to this agreement will follow the provisions described in that code to address the objectives of:
- Tackling and eliminating discrimination;
 - Promoting equality of opportunity and
 - Promoting good relations.

Copies of the Compact and the Code can be obtained from the Commissioner's Contracts Section Link Officer or The Care Forum on request.

21 No Partnership or Agency

- 21.1 Nothing in the Agreement shall be construed as a legal partnership (within the meaning of the Partnership Act 1890) or as a contract of employment between the Council and the Provider.
- 21.2 The Provider shall not be, or be deemed to be, an agent of the Council and shall not hold itself out as having authority or power to bind the Council in any way.

22 Records, Supply of Information and Monitoring

- 22.1 The Provider shall take such steps as may be reasonable and practicable to afford the Council access to information which is reasonably required by the Council in connection with any of its statutory duties and responsibilities and for any purposes connected with its rights and obligations under this Agreement (including monitoring compliance) or to enable the Council to prepare the necessary documentation to appoint another person to provide the Services.
- 22.2 The Provider must notify the Council if:
- 22.2.1 there is a change in the control of the majority of the shares in, or the voting rights amongst, its shareholders or members of its organisation;
 - 22.2.2 it merges with another organisation;
 - 22.2.3 it transfers any of its business to another organisation;
 - 22.2.4 a regulatory body directs an inquiry into or makes an order of any kind in relation to its affairs; or
 - 22.2.5 any registration which it must maintain in order to provide the Services is withdrawn or cancelled or is threatened to be withdrawn or cancelled.
 - 22.2.6 the financial position of the Provider changes to the extent that it may impact on the Provider's delivery of the Services.

23 Freedom of Information

- 23.1 The Provider shall in all respects co-operate with the Council's reasonable requests so as to assist in enabling the Council to comply with all legislation relating to access of information; the Freedom of Information Act 2000 ("the 2000 Act") and any legislation or guidance issued under or in relation to the 2000 Act or any act that supersedes this, and the Provider shall not disclose

to any person any information relating to the Services which is exempt from disclosure without the prior written agreement of the Council.

24 Monitoring Performance

- 24.1 The Council shall monitor the quality of the Services in the manner set out in the Service Specification and essentially at three stages in their performance:
- (i) the input stage; this being the level and quality of resources used to perform the Services. Monitoring will ensure that any resources which the Provider has promised to allocate to the Services are actually utilised in its performance.
 - (ii) the processes stage; this being the management and other practices which the Provider has agreed to use in performing the Services.
 - (iii) the output stage; this being the standard of the completed Services as measured against the performance measures and other standards detailed in the Specification.
- 24.2 The Provider shall keep and maintain until six years after the Agreement has been completed, or as long a period as may be agreed between the parties, full and accurate records of the Agreement including the Services provided under it, all expenditure reimbursed by the Council, and all payments made by the Council. The Provider shall on request afford the Council or the Council's representatives such access to those records as may be required by the Council.

25 Severance

- 25.1 Each provision of the Agreement is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Agreement but (except to the extent in the case of that provision) it and all other provisions of the Agreement shall continue in full force and effect and their validity, legality and enforceability shall not thereby be effected or impaired, provided that the operation of the Agreement would not negate the commercial intent and purpose of the parties under the Agreement.

26 Accrued Rights and Remedies

- 26.1 The termination of the Agreement shall not prejudice or affect any claim, right, action or remedy that shall have accrued or shall thereafter accrue to either party.

27 Corrupt Gifts and Fraud

- 27.1 As soon as either party becomes aware of or suspects the commission of any Prohibited Act in respect of the provision of the Services it shall notify the other party.
- 27.2 The Council Representative shall have the right to require that the Provider suspend from any further work in connection with the Agreement any person reasonably suspected of fraudulent action or malpractice.
- 27.3 For the purpose of Condition 27.1 "**Prohibited Act**" means:
- a) offering, giving or agreeing to give any servant of the Council any gift or consideration of any kind as an inducement or reward:

- (i) for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of the Agreement or any other agreement with the Council; or
 - (ii) for showing favour or disfavour to any person in relation to the Agreement or any other agreement with the Council;
- b) the commission of any offence:
 - (i) under the Prevention of Corruption Acts 1889 to 1916, or involving the payment or offer of any fee or reward contrary to Section 117(2) of the Local Government Act 1972;
 - (ii) under the Bribery Act 2010;
 - (iii) under legislation creating offences in respect of fraudulent acts;
 - (iv) at common law in respect of fraudulent acts in relation to the Agreement or any other agreement with the Council; or
 - (v) defrauding or attempting to defraud or conspiring to defraud the Council.

28 Dispute Resolution Procedure

- 28.1 If a dispute arises between the Council and the Provider in connection with or arising out of the Agreement, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt, bona fide discussion at a managerial level appropriate to the dispute in question.
- 28.2 In the event such a dispute is not resolved within 7 days of it having been referred to a managerial level for discussion then either party may refer it to the senior officer of each party for resolution and the same shall meet for discussion within 14 days thereafter or such longer period as the parties may agree.
- 28.3 In the event that such a dispute is not resolved pursuant to clauses 28.1 and 28.2, the dispute shall be referred at the request of either party to the decision of a single arbitrator appointed by agreement between the parties within 14 days of one party requesting arbitration, failing which appointed on the application of either party by the then President of the Law Society of England and Wales.
- 28.4 The costs of any such arbitration shall be paid as determined by the arbitrator.
- 28.5 Neither party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory of final injunctive relief on an ex parte basis or otherwise as a result of the terms of this clause 28, such provisions not applying in respect of any circumstances where such remedies are sought.
- 28.6 That notwithstanding any other provisions and rights and remedies under this Agreement the parties hereto acknowledge that where this Agreement has been made between the Council and a public sector, voluntary sector, community or social enterprise organisation in South Gloucestershire the dispute resolution process under the South Gloucestershire Compact may be implemented by the parties hereto in the first instance in adherence to their commitments under the said Compact.

29 Provider's Staff/Employees

- 29.1 During the term of this Agreement the Provider will employ sufficient appropriately trained, qualified and supervised staff in order to provide the Services and comply with its obligations under the Agreement.
- 29.2 The Provider is responsible for the employment, including employment conditions, of its employees and shall at all times be responsible for the payment of all salaries and wages, income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any persons employed by the Provider.

- 29.3 The Council shall not be liable for any employee related costs (including redundancy) where the Agreement is terminated.
- 29.4 At any time before the end of the Agreement Term, the Provider shall on request provide to the Council all information that the Council may reasonably request in relation to those employees engaged in connection with the Services. The Council may use the information for the purposes of Transfer of Undertakings (Protection of Employment) Regulations 2006 (“**TUPE**”) and in order to ensure an effective handover of all work in progress at the end of the Agreement Term. The Provider shall provide any replacement provider with such assistance as it shall reasonably request for the purposes of TUPE.

30 Entire Agreement

- 30.1 This Agreement contains the whole agreement between the parties and neither party has relied upon any oral or written representations made to it by the other or the other's employees, representatives or agents and this Agreement supersedes any prior agreement between the parties.

31 The Contracts (Rights of Third Parties) Act 1999

- 31.1 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

32 Waivers

- 32.1 Failure of either party to this Agreement to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that party thereafter to enforce such provision.

33 Survival of Terms

- 33.1 The terms of this Agreement shall (except in respect of any obligations fully performed prior to or at the completion of the Services) continue in force and effect after the completion of the Services by the Provider.

34 Publicity

- 34.1 The Provider shall not advertise or publicly announce that it is supplying Services or carrying out work for the Council without the prior written consent of the Council, such consent not to be unreasonably withheld, and may be given either generally or in respect of particular occasions or events.

35 Whistleblowing

- 35.1 The Provider shall notify the Council immediately of any act or omission of any of the Council's employees, members, agents or sub-Providers which it is aware is fraudulent, dishonest, ultra vires, an abuse of process, maladministration, or negligence or otherwise contrary to the general principles of good governance.
- 35.2 The Provider shall comply with the Public Interest Disclosure Act 1998 and shall establish and where necessary update from time to time, a whistleblowing procedure for its employees encouraging them to report incidents of malpractice within the Provider or the Council to the Provider. Such procedure shall be similar to the whistleblowing procedure operated by the Council from time to time.
- 35.3 The Provider shall notify the Council in writing forthwith if any employee invokes the whistleblowing procedure and shall provide details of the alleged malpractice. Without prejudice to any other rights which the Council may have under this Agreement, the Provider

shall comply with the Councils reasonable requirements in dealing with the alleged malpractice, where such malpractice affects the Council.

- 35.4 In this clause “malpractice” shall include any fraud or financial irregularity, corruption, criminal offences, failure to comply with any legal or regulatory obligation, endangering the health or safety of any individual, endangering the environment, serious misconduct or serious financial maladministration.

36 Recovery of Sums Due

- 36.1 Wherever under the Agreement any sum of money is recoverable from or payable by the Provider (including any sum which the Provider is liable to pay to the Council in respect of any breach of the Agreement), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Provider under the Agreement or under any other agreement or contract with the Council.
- 36.2 Any overpayment by the Council to the Provider, shall be a sum of money recoverable by the Council from the Provider.
- 36.3 The Provider shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Provider has a valid Court Order requiring an amount equal to such deduction to be paid by the Council to the Provider.

37 Law

- 37.1 The parties shall accept the exclusive jurisdiction of the English courts and agree that the Agreement is to be governed and construed according to English law.

38 Safeguarding Children and Adults from Abuse

38.1 Safeguarding Children from Abuse

- 38.1.1 It is expected that Providers will have their own policies and procedures in place for dealing with and reporting allegations of child abuse. Providers must ensure that their own procedures meet the requirements and include the actions described in the South West Child Protection Procedure. A copy of the procedure can be accessed at <https://www.proceduresonline.com/swcpp/> or via the Safeguarding Board website or through the Council's Representative. It is also expected that Providers will have in place adequate and appropriate training that will ensure frontline practitioners are adequately trained, and understand the principles of safeguarding and their responsibilities where Domestic Abuse is identified.
- 38.1.2 Any individual having information concerning a child who has or may have been abused, or may be at risk of abuse, is required to report this immediately to the Council's Children's Safeguarding Team on 01454 866000 - Monday to Friday, 01454 615165 - Out of hours/Weekends and in an emergency should also telephone the Police using 999. Information about children who are believed to be in contact with someone known to have abused children (or is reasonably suspected of having abused children) should be passed on in the same way.
- 38.1.3 Any potential staff, employees or volunteers, working within a scheme which caters wholly, or partially, for young persons under the age of 18, must be prepared to undergo checks made through the Disclosure & Barring Service (DBS), prior to employment. The Council reserves the right to advise against the employment of individuals who may appear unsuitable. Failure to heed this advice may lead to the suspension of the services or the termination of the Agreement.

38.1.4 The Provider will therefore be expected to collaborate appropriately with the Council and other relevant agencies in order to improve the well-being and safeguarding of children.

38.1.5 All relevant information should be shared with the Council and made available to professionals to support both the ongoing welfare and safety of the young person, and the safety of any professional undertaking follow-up work with that young person. This could include details on the types of intervention that has been completed and details of any work that needs to be ongoing/ commenced. This is to ensure that safeguarding duties outlined in the Children and Family Act (2004) & Working Together to Safeguard Children (2018) are upheld.

38.2 Safeguarding Adults from Abuse

38.2.1 It is expected that Providers will have their own policies and procedures in place for dealing with and reporting allegations of adult abuse. Providers must ensure that their own procedures meet the requirements and include the actions described in the South Gloucestershire Safeguarding Adults Board Multi-Agency Procedures. A copy of the procedure can be accessed at the Safeguarding Board website at <http://sites.southglos.gov.uk/safeguarding/adults/> or through the Council's Representative.

38.2.2 Any individual having information concerning an adult who has or may have been abused, or may be at risk of abuse, is required to report this immediately to the Council's Adults Service Desk on 01454 868007 - Monday to Friday, 01454 615165 - Out of hours/Weekends and in an emergency should also telephone the Police using 999.

38.2.3 Any potential staff, employees or volunteers, working with service users must be prepared to undergo checks made through the Disclosure & Barring Service (DBS) prior to employment. The Council reserves the right to advise against the employment of individuals who may appear unsuitable. Failure to heed this advice may lead to the suspension of the services or the termination of the Agreement.

38.2.4 The Provider will be expected to collaborate appropriately with the Council and other relevant agencies in order to improve the well-being and safeguarding of adults.

39 Protection of Service Users

39.1 If the Provider suspects that a crime has been committed against any at risk child or adult, or there is an immediate risk to any at child or adult, they must call the police. If an immediate response, is required (e.g. there is an incident taking place, or an immediate threat of a crime about to be committed) call 999. Otherwise call 101.

40 Co-operation including Local Healthwatch

40.1 The Parties must at all times act in good faith towards each other and in the performance of their respective obligations under this Agreement.

40.2 The Parties must co-operate and share information with each other and with other commissioners and providers of health or social care in respect of Service Users, in accordance with the Law and Good Practice, to facilitate the delivery of co-ordinated and integrated services for the benefit of Service Users.

40.3 Providers will comply with the requirements of The Health and Social Care Act 2012 and the regulations for Healthwatch England and Local Healthwatch.

41 Complaints

- 41.1 The Provider will have in place clear procedures for dealing with all service user feedback and complaints and must provide information about how this can be done in a range of different ways, including Local Healthwatch as a route for giving feedback. These procedures must include a written record of all complaints and any action taken. This record will be available for inspection by the Council Link Officer. Good practice guidelines on how to deal with feedback and complaints can be obtained from the Council Link Officer.

42 Business Continuity & Disaster Recovery

- 42.1 The Provider shall devise, put in place, regularly review, update and test Business Continuity and Disaster Recovery Plans to comply at a minimum with current good industry practice which shall be appropriate to the size of its organisation and the Services under this Agreement and in doing so must at all times ensure that delivery of the Services continue to be provided in the event of circumstances that could adversely affect the Services, including ensuring that any suppliers or contractors of the organisation also have appropriate Business Continuity and Disaster Recovery plans in place.
- 42.2 The Provider acknowledges and agrees that Business Continuity in respect of the Services is fully dependent upon the effective operation of its Business Continuity Plan and Disaster Recovery Plans to ensure Business Continuity and the provision of the Services in accordance with the provisions of this Agreement in all circumstances, events and scenarios including without limitation in respect of and following a Business Continuity Event or a Disaster Recovery Event. For the avoidance of doubt, nothing in these provisions will oblige the Service Provider to provide the Business Continuity Infrastructure or the Business Continuity Services if and to the extent that its ability to provide the Business Continuity Infrastructure or the Business Continuity Services is affected by a Force Majeure Event.

43 Modern Slavery and Terrorism

- 43.1 The Contractor represents and warrants that it is compliant with its obligations under the Modern Slavery Act 2015 and that neither the Contractor nor any of its officers, employees or other persons associated with it:-
- 43.1.1 has been convicted of any offence involving slavery and human trafficking
- 43.1.2 has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking
- 43.2 The Contractor shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 43.2.1 The Contractor shall use all reasonable endeavours to adhere to the principles of the 'Prevent' strategy under the Counter-terrorism and Security act 2015
- 43.2.2 The Contractor shall ensure that its employees, agents and subcontractors are familiar with and have a good understanding of the 'Prevent' strategy, are trained to recognise vulnerability to be drawn into terrorism and are aware of the available programmes to deal with this issue.

44 Data Protection

- 44.1 The Provider will be registered with the Information Commissioner's Office for Data Protection purposes.
- 44.2 The Provider shall comply with its obligations under the General Data Protection Regulation (GDPR) and the Computer Misuse Act 1990 insofar as performance of the Agreement gives rise to obligations under those enactments.

- 44.3 The General Data Protection Regulation (EU) 2016/679 ("GDPR") and the Data Protection Act 2018 came into force on 25 May 2018 replacing the Data Protection Act 1998 and impose more extensive requirements for controllers and processors of personal data than under the Data Protection Act 1998; and in particular the GDPR stipulates that a number of specified matters must be contained in contracts between data controllers and data processors.
- 44.4 The definitions set out in Appendix 3 shall apply for the interpretation of this Agreement.
- 44.5 The Provider shall ensure that it does nothing knowingly or negligently which places the Council in breach of the Council's obligations under the GDPR and the Privacy and Data Protection Requirements.
- 44.6 The Provider must protect personal data in accordance with the provisions and principles of the GDPR and must ensure the reliability of its staff who have access to the data.
- 44.7 The Provider must have in place a communications strategy and implementation plan to ensure that Service Users are provided with, or have made readily available to them, Privacy Notices, and to disseminate nationally-produced patient or other suitable service user information materials. Any failure by the Provider to inform Service Users as required by Data Protection Legislation or Data Guidance about the uses of Personal Data that may take place under this Agreement cannot be relied on by the Provider as evidence that such use is unlawful and therefore not contractually required.
- 44.8 The Provider must have in place a procedure for dealing with the investigation of data breaches. They must report any breaches of personal data to the Council as soon as possible; a Data Loss Security Incident Form will be supplied to aid them investigate the matter. The Provider must work with the Council to assess the seriousness of an individual breach in considering whether it needs to be reported to the Information Commissioner's Office.

45 General Data Protection Regulation

- 45.1 Both Parties warrant that they will comply with their respective obligations under the Privacy and Data Protection Requirements and the terms of this Agreement as set out in Appendix 3.
- 45.2 For the purpose of this Agreement, the Council is the Controller of the Council Data and the Provider is the Processor of it, unless described otherwise in this Agreement.
- 45.3 Whether or not a Party or Sub-Provider is a Data Controller or Data Processor will be determined in accordance with Data Protection Legislation and the ICO Guidance on Data Controllers and Data Processors and any further Data Guidance from a Regulatory or Supervisory Body. The Parties acknowledge that a Party or Sub-Provider may act as both a Data Controller and a Data Processor. The Parties have indicated in Appendix 3 to this Agreement whether they consider the Provider to be a Data Controller or a Joint Data Controller or Data Processor for the purposes of this Agreement.
- 45.4 The Provider must ensure that all Personal Data processed by or on behalf of the Provider in the course of delivering the Services is processed in accordance with the relevant Parties' obligations under Data Protection Legislation and the Data Guidance.
- 45.5 In relation to Personal Data processed by the Provider in the course of delivering the Services, the Provider must publish, maintain and operate:
- 45.4.1 policies relating to confidentiality, data protection and information disclosures that comply as applicable with the Law, the Caldicott Principles and Good Practice;
 - 45.4.2 policies that describe the personal responsibilities of Staff for handling Personal Data;

- 45.4.3 a policy that supports the Provider's obligations under the NHS Care Records Guarantee;
- 45.4.4 agreed protocols to govern the sharing of Personal Data with partner organisations; and
- 45.4.5 where appropriate, a system and a policy in relation to the recording of any telephone calls or other telehealth consultations in relation to the Services, including the retention and disposal of those recordings, and apply those policies and protocols conscientiously.

46 Controller Obligations in Relation to Processing of Council Data

- 46.1 The Council warrants and represents that all instructions provided to the Provider in relation to the processing of Council Data are lawful and shall as a minimum include:
 - 46.1.1 The nature and purpose of the processing of the Council Data;
 - 46.1.2 The types of Personal Data to be processed; and
 - 46.1.3 The categories of Data Subjects to whom the Personal Data relates.
- 46.2. The Council shall only provide instructions to the Provider that are in accordance with the terms of the Agreement. Such instructions shall be limited to the subject matter of the relevant Services under the Agreement.
- 46.3. The Council acknowledges that as Controller it is solely responsible for determining the lawful processing condition upon which it shall rely in providing instructions to the Provider to process Council Data for the purposes of carrying out the Services as set out in the Agreement.
- 46.4. The Parties acknowledge and accept that processing of Personal Data shall be lawful only if and to the extent that either an exemption or at least one of the following conditions (as specified in this Agreement) applies:
 - 46.4.1 the Data Subject has given consent to the processing of his or her Personal Data for one or more specific purposes;
 - 46.4.2 processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
 - 46.4.3 processing is necessary for compliance with a legal obligation to which the Controller is subject;
 - 46.4.4 processing is necessary in order to protect the vital interests of the Data Subject or of another natural person;
 - 46.4.5 processing is necessary for the performance of a task carried out in the public interest or in the exercise of official Council vested in the Controller; or
 - 46.4.6 processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party which are not part of the Council's public duties, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data, in particular where the Data Subject is a child.

47 Processor Obligations in Relation to the Processing of Council Data

- 47.1 To the extent that the performance of the Provider's obligations, and any supporting and/or ancillary activities, involves processing Council Data, the Provider acting as Processor shall:

- 47.1.1 only carry out processing of Council Data in accordance with the Council's documented instructions, including where relevant for transfers of UK resident Council Data outside the European Economic Area ("EEA") or to an international organisation (unless the Provider is otherwise required to process Council Data by European Union, Member State and/or UK law to which the Provider is subject, in which case the Provider shall inform the Council of that legal requirement unless prohibited by that law on important grounds of public interest), and shall immediately inform the Council if, in the Provider's opinion, any instruction given by the Council to the Provider infringes Privacy and Data Protection Requirements;
- 47.1.2 notify the Council without undue delay of any requests received from a Data Subject exercising their rights under Privacy and Data Protection Requirements and, taking into account the nature of the processing, assist the Council by taking appropriate technical and organisational measures, insofar as this is possible, with fulfilling its obligations in respect of Data Subject rights under Privacy and Data Protection Requirements, including responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;
- 47.1.3 take all security measures required in accordance with Privacy and Data Protection Requirements (including where relevant, Article 32 (Security of Processing) of the GDPR, and at the request of the Council provide a written description of, and rationale for, the technical and organisational measures implemented, or to be implemented, to protect the Personal Data against unauthorised or unlawful processing and accidental loss; and detect and report Personal Data breaches without undue delay;
- 47.1.4 where relevant for the processing of Council Data and taking into account the nature of the processing and the information available to the Provider, use all measures to assist the Council in ensuring compliance with the Council's obligations to;
- keep Personal Data secure (Article 32 GDPR);
 - notify Personal Data breaches to the ICO (Article 33 GDPR);
 - advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);
 - carry out data protection impact assessments (Article 35 GDPR); and
 - consult with the ICO where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).
- without undue delay, inform the Council on becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Council Data transmitted, stored or otherwise processed. The Provider accepts and acknowledges that the Council shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by the Provider under Privacy and Data Protection Requirements, including but not limited to any communications with the ICO. The Provider agrees not to act in any way upon such disclosure without the prior written consent of the Council;
- make available to the Council all information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by the Council or another auditor mandated by the Council as set out in clause 48; and
- in addition to the confidentiality obligations contained within the Agreement, ensure that persons authorised to process the Council Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

- 47.2 On expiry or termination of the Agreement, the Provider shall immediately cease to use Council Data and shall arrange for its safe return or destruction as shall be required by the Council (unless European Union, Member States and/or UK Law requires storage of any Personal Data contained within the Council Data or an exemption under the GDPR applies).

48 Audit Rights

- 48.1 Upon the Council's reasonable request, the Provider agrees to provide the Council with any documentation or records (which may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement) which will enable it to verify and monitor the Provider's compliance with its data protection and security obligations under the terms of this Agreement, within 14 days of receipt of such request, and to notify the Council of the person within the Provider's organisation who will act as the point of contact for provision of the information required by the Council.
- 48.2 Where, in the reasonable opinion of the Council, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR, the Council will be entitled, upon reasonable prior written notice to the Provider and upon reasonable grounds, to conduct an on-site audit of the Provider's premises used in connection with the Service, solely to confirm compliance with its data protection and security obligations under this Agreement.
- 48.3 Any audit carried out by the Council will be conducted in a manner that does not disrupt, delay or interfere with the Provider's performance of its business. The Council shall ensure that the individuals carrying out the audit are under the same confidentiality obligations as set out in the Agreement.
- 48.4 Any audit right granted to the Provider under the Agreement shall remain in full force and effect. In the event that there is no audit right in favour of the Provider or the audit right contained in the Agreement in favour of the Provider is not sufficient to enable it to verify and monitor the Council's compliance with its data protection and security obligations under the terms of this Agreement, then, the Provider shall be entitled to carry out an audit of the Council on reciprocal terms as those set out in clauses 48.1, 48.2 and 48.3 above.

49 Use of Sub-Processors

- 49.1 Subject to clause 13 the Council confers their consent for the Provider to use Sub-processors in the delivery of the Service. Where the Provider uses a Sub-processor(s) in relation to the Council Data the Provider shall:
- 49.1.1 in relation to UK resident Personal Data, enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in this Agreement upon the Sub-Processor to the extent applicable to the nature of the services provided by such Sub-processor, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR;
 - 49.1.2 shall remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this Agreement; and
 - 49.1.3 where required by law, the Provider shall inform the Council of any intended changes concerning the appointment or replacement of a Sub-processor with access to Council Data and give the Council the opportunity to object to such changes.

50 Transfers of UK Resident Personal Data to Third Countries or International Organisations

- 50.1 The Provider shall not cause or permit any Council Data relating to a UK resident to be transferred outside of the European Economic Area (EEA) unless such transfer is necessary for the purposes of supplying the Services under the Agreement, in which case the provisions of this clause 50 shall apply.

- 50.2 Transfer subject to adequate safeguards: Where obligations exist under the Agreement to transfer a UK resident's Personal Data for processing outside of the EEA, the Provider agrees to provide and maintain appropriate safeguards as set out in Article 46 of the GDPR for the lawful transfer the Personal Data to a third country.
- 50.3 Transfers based on adequacy decisions: Clause 50.2 shall not apply if the processing of the Personal Data is carried out in a country that the European Commission has determined as offering an inadequate level of protection.
- 50.4 Transfers to any other country: The Provider and any Sub-processors engaged by the Provider will not transfer ANY Personal Data to third countries unless clauses 50.1 and 50.2 above are satisfied and clause 50.3 does not apply.

51 GDPR Security

- 51.1 For the avoidance of doubt, both Parties acknowledge that any provisions in relation to User IDs and passwords (or any similar access controls used to protect the data) used in connection with the Service under the Agreement shall remain in full force and effect.

52 GDPR Liability

- 52.1 Neither Party excludes or limits its liability to the other in respect of the terms of this Agreement.
- 52.2 Neither Party will indemnify the other in respect of any fines or penalties imposed by the ICO under the GDPR, or in respect of any claims or legal proceedings brought by any Data Subject or other third party alleging a breach of the GDPR or where such a breach is established.

53 GDPR Miscellaneous

- 53.1 Where applicable, the Parties agree that if, upon review following the GDPR coming into force it is apparent that the provisions of this Agreement do not fully comply with the GDPR, then both Parties agree to cooperate in good faith to renegotiate the terms of this Agreement to ensure compliance with the GDPR.

Appendix 2**SERVICE SPECIFICATION****THE SERVICES****1 TITLE OF SERVICE**

Youth Activities Offer

2 SERVICE USER GROUP FOR WHOM THE SERVICE WILL BE PROVIDED

Young people aged 13 – 19 years and for up to 24 years for some young people with LDD (Learning Difficulties and/or Disabilities) across South Gloucestershire.

NB any reference to a service user, patient, resident, customer or client shall mean any individual who is eligible to receive or is a recipient of any of the Services provided by the Provider under this Agreement.

3 DESCRIPTION AND AIMS OF THE SERVICE

3.1 To deliver positive activities for young people in the core age range of 13 – 18 years and for up to 25 years for some young people with LDD (Learning Difficulties and/or Disabilities) across South Gloucestershire.

3.2 To maximise the chances for young people to engage in positive, stimulating and enjoyable activities that provide opportunities for young people to develop healthy relationships with trusted adults and their peers and signposting to additional support if needed.

3.3 To engage young people in high quality activities that young people will value and enjoy; led by suitably trained staff who are able to ensure those young people with the greatest needs are able to participate and benefit from the provision.

3.4 To complement and not duplicate other local provision (eg sports, arts, uniformed, faith groups etc). Centre based, outreach, detached, mobile or project based activities will be considered.

4 OUTCOMES OF THE SERVICE TO BE PROVIDED

4.1 That young people are provided with high quality positive activities they value and enjoy and the participation of young people in developing, planning and running those activities can be evidenced.

4.2 That young people are supported to develop life skills such as improving emotional wellbeing, communication skills and self-confidence, helping to learn new skills and knowledge, form positive social relationships, understand rights and choices, engage in positive behaviour in the community and lead healthy lifestyles. Also to help young people to make a successful transition to adulthood and independence.

4.3 That young people have easy access to some form of positive activity in South Gloucestershire.

4.4 That young people do not face barriers in accessing positive activities and activities are inclusive and accessible to all and give young people from different backgrounds the opportunity to mix.

4.5 To deliver specific activities and support for young people with a range of Learning Difficulties and/or Disabilities and for young people living within Priority Neighbourhoods.

4.6 That young people in need of additional support are identified and directed to the appropriate support services.

4.7 That the activities provided contribute to community cohesion, by building tolerance and understanding and reducing discrimination and anti-social behaviour.

5 GEOGRAPHICAL AREA COVERED BY THE SERVICE

South Gloucestershire

6 ESTIMATED EXPENDITURE FOR SERVICE

INCOME SOURCE	TOTAL £
South Gloucestershire Council 2020 - 20xx	£xxxx
<i>[Insert details if there is a different level of Council funding for successive years]</i>	
<i>[Insert details of any other funding source]</i>	
TOTAL	£xxxx

7 Expected Outcomes

	Outcome	Evidence
7.1	Improved health and emotional wellbeing – Services promote and facilitate the health and wellbeing of people who use the services.	Record and provide statistical information with six monthly/annual monitoring forms.
7.2	Improved quality of life – Services promote independence, and support people to live a fulfilled life making the most of their capacity and potential	Record and provide statistical information with six monthly/annual monitoring forms.
7.3	Making a positive contribution – People who use services are encouraged to participate fully in their community and their contribution is valued equally with other people.	Record and provide statistical information with six monthly/annual monitoring forms.
7.4	Exercising Choice and Control – People, and their carers, have access to choice and control of good quality services, which are responsive to individual needs and preferences.	Record and provide statistical information with six monthly/annual monitoring forms.
7.5	Freedom from discrimination and harassment – Those who need social care have equal access to services without hindrance from discrimination or prejudice, they feel safe and are safeguarded from harm.	Record and provide statistical information with six monthly/annual monitoring forms.
7.6	Economic wellbeing – People are not disadvantaged financially and have access to economic opportunity and appropriate resources to achieve this.	Record and provide statistical information with six monthly/annual monitoring forms.

	Outcome	Evidence
7.7	Personal dignity and respect – Services provide a confidential, secure setting which respects the individual, helping to preserve people's dignity.	Record and provide statistical information with six monthly/annual monitoring forms.

8 Specific Targets

	TARGET ¹	Method of Monitoring
8.1	<p><u>8.1 Service User Profile</u></p> <p>1.1 To provide information in statistical format on users of the service as requested in Appendix 4.</p>	<p>1. Record and provide the required statistical information in Appendix 4 with each monitoring form.</p> <p>2. Monitor and review equalities data and service user feedback on a regular basis and report on any issues and necessary actions taken as a result.</p>
8.2	<p><u>8.2 Equalities</u></p> <p>8.2 To effectively evaluate access, equalities and effectiveness of service, ensuring the proactive analysis of monitoring information in order to inform the delivery and development of the service.</p>	<p>Use of appropriate data sets, monitored and reviewed on a regular basis.</p> <p>Evidence of actions taken as result of analysis.</p> <p>Equalities monitoring analysis.</p>
8.3	<p><u>8.3 Specific Targets</u></p> <p><i>(these will be linked to service outcomes and activities and should be 'SMART' targets eg. what, by whom, how many and by when etc.)</i></p> <p><i>These will be agreed following tender submission</i></p>	Evidenced through six monthly/annual monitoring forms and/or meetings.
8.4	<p><u>8.4 Social Value Targets and Activities</u></p> <p><i>(these should be linked to meeting service outcomes and targets, giving details of how elements of the service will be delivered to achieve this)</i></p> <p><i>These will be agreed following tender submission</i></p>	Evidenced through six monthly/annual monitoring forms and/or meetings.

¹ These are examples of possible headings.

9 GENERAL STANDARDS

The Council requires the Services to be delivered in accordance with the following standards;

¹ These are examples of possible heading.

- Common Standard i)** A response will be made within 5 working days to all requests for a service, and some assessed needs will require more urgent action. The response will include information about action which will follow and when.
- Common Standard ii)** Where appropriate, every request for a service will be assessed in consultation with the potential Service User, and an indication will be given of the timescale in which a decision will be made. Following assessment, the Service User will be notified in writing, and in any other way which might be appropriate, as to whether a service will be provided. If a service is to be provided, details of the service will be given together with the length of time until it will be reviewed. Where an assessed need cannot be met, every effort will be made to advise the person as to alternative sources of help.
- Common Standard iii)** Service Users will receive the service agreed, and where appropriate, no service will be withdrawn or changed without consultation with the Service User. "Consultation" means explaining action which is proposed before it happens, in sufficient time for it to be changed, if appropriate, in response to a Service User's views.

10 Specific Standards for the Service

10.1 Covid 19

The Provider must comply with the Coronavirus Act 2020 and any directions made under it; observe all restrictions imposed by regulations made under the Public Health (Control of Disease) Act 1984 in respect of the Covid-19 pandemic; and adhere to all relevant government guidance issued in respect of the Covid-19 pandemic.

10.2 Professionals responsible for assessing risk should use risk assessment tools suitable for the young person's developmental age and gender. For example consider assessment tools such as J SOAP II, ERASOR or (currently) AIM3 plus clinical judgement.

10.3 Intervention plans should be developed using an established risk assessment model and a recognised treatment model such as the Good lives or AIM models.

Appendix 3

GDPR

Data Processing

1: Controller/Processor Obligations in Relation to the Processing of Council Data under the Agreement

Description	Youth Activities Offer
Names of Parties	1. South Gloucestershire Council ('the Council') and 2. [Insert Name] (the Provider')
Type of Data Processing Relationship	'Controller/Processor' where the Council is the Data Controller and the Provider is the data Processor for the purposes of this Agreement
Purpose	Youth Activities Offer; to provide positive activities to children and young people in South Gloucestershire
Subject matter of the processing	Children and young people who are potential service recipients and their families / carers.
Duration of the processing	Duration of contract, including possible extension period.
Nature and purposes of the processing	<p>Data will be collected about children and young people who are potential service recipients and their families / carers in order to deliver this service</p> <p>All relevant data should be shared with the Council and made available to professionals to support both the ongoing welfare and safety of the young person, and the safety of any professional undertaking follow-up work with that young person. This could include details on the types of intervention that has been completed and details of any work that needs to be ongoing/ commenced. This is to ensure that safeguarding duties outlined in the Children and Family Act (2004) & Working Together to Safeguard Children (2018) are upheld.</p>
Type of personal data	<p>Name, address, date of birth, contact information (address & telephone number), relevant medical and family history.</p> <p>Contact information related to professionals working with a referred young person or family may also be held.</p>
Categories of Data Subject	Children, young people and their families / carers. If applicable, referring professionals and those involved as part of multi-agency plan.

Plan for return and destruction of the data once the processing is complete unless a requirement under EU or member state law to preserve that type of data	As per the Council's data protection and retention policy.
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2. DEFINITIONS AND INTERPRETATION

The following data protection definitions shall apply:

“Council Data” any Personal Data provided to the Provider by the Council for processing in accordance with the terms of the Agreement.

"Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of processing are determined by EU or Member State laws, the Controller (or the criteria for nominating the controller) may be designated by those laws.

“Joint Controllers” means that where two or more controllers jointly determine the purposes and means of processing, they shall be joint controllers. They shall in a transparent manner determine their respective responsibilities for compliance with the obligations under GDPR, in particular as regards the exercising of the rights of the data subject and their respective duties to provide the information referred to in Articles 13 and 14 of GDPR, by means of an arrangement between them unless, and in so far as, the respective responsibilities of the controllers are determined by Union or Member State law to which the controllers are subject. The arrangement may designate a contact point for data subjects. This arrangement shall duly reflect the respective roles and relationships of the joint controllers vis-à-vis the data subjects. The essence of the arrangement shall be made available to the data subject. Irrespective of the terms of any Joint Controller arrangement if applicable, the data subject may exercise his or her rights under this Regulation in respect of and against each of the controllers.

“Data Subject” means an identifiable natural person about whom a Controller holds Personal Data. For the purposes of this Agreement, this may include an individual whose details are provided to the Provider by the Council as part of the Council Data.

“GDPR” means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing GDPR such as the Data Protection Act 2018.

“Personal Data” shall have the meaning set out in the GDPR specifically this means any information relating to a Data Subject; who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Privacy and Data Protection Requirements” means all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction, including, if relevant, the GDPR, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or a European Union judicial authority.

"Processor" means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller.

"Sub-processor" means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Data for the purpose of carrying out a specific processing activity on behalf of the Controller.

"Supervisory Authority" means the Information Commissioner's Office (ICO) as defined by section 115 of the Data Protection Act 2018 pursuant to Article 51 of GDPR.

Appendix 4

Equalities information

South Gloucestershire Council is committed to ensuring that it is operating fairly and equitably in all aspects of service delivery and employment. In order to put this commitment into practice, it is essential that we understand our customers and employees and their needs so that we can respond appropriately and effectively. Understanding the needs of all groups is a big step towards ensuring that our service delivery and employment practices are appropriate and effective in meeting the needs of all.

Collecting and monitoring customer and employee data will enable us to:

- Find out which customer groups are using our services and how satisfied they are with them – this will enable us to identify and make changes which enhance our services where necessary;
- Ensure that our services can be easily accessed by all customer groups;
- Target our services to customer groups;
- Determine whether we are offering equality of opportunity, access and treatment to all groups in the provision of services and employment;
- Find out if our equalities policies are effective and highlight areas where our policies need to be changed in order to offer greater equality of opportunity, access and treatment;
- Use real data and evidence to make changes rather than risk relying on assumptions;
- Improve our reputation as a fair provider of goods or services and employment opportunities;
- Evidence that we know who our users, non-users and employees are and that we have found out what their needs are;
- The usefulness of the data we currently collect can be increased if the same data fields are used consistently across the council.

It is important that we understand any significant differences or gaps that exist for all groups and that this understanding is used to inform our practices and the actions we take.

Please complete the following sections as fully as possible where they are relevant to the service you are providing on behalf of the Council. You will need to gather this information to help you complete the service user profile and equalities sections of the monitoring form. This data must be collected in respect of each service user engaged with at the point when they join your service and the following form completed for each monitoring period.

The following link to the Stonewall publication 'What's it got to do with you' explains the importance of gathering equalities information.

<https://www.stonewall.org.uk/sites/default/files/wigtdwy.pdf>

Equalities Data Core to Commissioned Services

This equalities information will help demonstrate that the services you are providing are being taken up by the target service user group. It will also help identify any gaps in provision where action may be needed to ensure that service delivery practices are appropriate and effective in meeting the needs of all.

Section 1 – Mandatory equalities reporting to be completed for all services	Number of Service Users	Number who said they were satisfied with service	Number who complained or were not satisfied with the service
Age			
Under 10			
10 - 12			
12 – 16			
16 – 18			
18 - 24			
Prefer not to say			
Ethnic Origin (based on census categories)			
1 Arab			
2a Asian/Asian British – Bangladeshi			
2b Asian/Asian British – Indian			
2c Asian/Asian British – Pakistani			
2d Asian/Asian British – Chinese			
2e Asian/Asian British – Other (please state)			
3a Black/African/Caribbean/Black British – African			
3b Black/African/Caribbean/Black British – Caribbean			
3c Black/African/Caribbean/Black British – Other (please state)			
4 Gypsy or Traveller of Irish Heritage			
5a Mixed/Multiple Ethnic Groups – White & Asian			
5b Mixed/Multiple Ethnic Groups – White & Black African			
5c Mixed/Multiple Ethnic Groups – White & Black Caribbean			
5d Mixed/Multiple Ethnic Groups – Other (please state)			
6a White – English/Welsh/Scottish/Northern Irish/British			
6b White – Irish			
6c White Roma			
6d White – Other (please state)			
7 Other ethnic group (please state)			
8 Prefer not to say			
Gender			
Female			
Male			
Other			
Prefer not to say			
Disability			
Does the young person consider themselves to be disabled?			
No			

Prefer not to say			
If Yes, please state the type of impairment that applies:			
1 Physical Impairment, such as difficulty using arms or mobility issues which means using a wheelchair or crutches.			
2 Sensory impairment, such as being blind / having a serious visual impairment or being deaf / have a serious hearing impairment.			
3 Mental health condition, such as depression, schizophrenia or dementia			
4 Learning disability/difficulty (such as Down's syndrome or dyslexia) or cognitive impairment such as autistic spectrum disorder.			
5 Long-standing illness or health condition, such as cancer, HIV, diabetes, chronic heart disease or epilepsy.			
6 Other (please state)			

Section 2 – Optional equalities information which should be completed where there is a clear rationale for collecting the data which is of direct relevance to the service	Number of Service Users	Number who said they were satisfied with service	Number who complained or were not satisfied with the service
Sexual Orientation			
Bisexual			
Gay man			
Gay woman / lesbian			
Heterosexual			
Other			
Prefer not to say			
Transgender			
Do you identify as a transgender person?			
Yes			
No			
Prefer not to say			
Religion / belief			
Buddhist			
Christian			
Hindu			
Jewish			
Muslim			
Sikh			
Any other religion (please state)			
No religion			
Prefer not to say			
Carer			
Do you consider yourself to be a carer?			
yes, on average caring for over 50 hours per week			
yes, on average caring for under 50 hours per week			
No			
Prefer not to say			

Section 3 Accessing the Service – providing this data will help the Children, Adults & Health Department and its Providers monitor take up and access to the service and analyse and plan where improvements need to be made.	Number of Service Users
Location of Service Users	
Breakdown by Area Postcode eg. BS15, BS16 etc.	