



SPECIALIST PROVIDER FRAMEWORK AGREEMENT FOR THE PROVISION OF SPECIALIST PROVIDER SERVICES

Contract	Provision of Specialist Provider Services
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Contract No	JC001
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ARTICLES OF AGREEMENT

**This Contract is made on the day of
Between**

South Gloucestershire Council of Badminton Road, Yate, South Gloucestershire, BS37 5AF
("the Council")

and

(write company / organisation name & address, in capitals, in box)

Charities/Company registration number:

In respect of the support service trading as *(write branch name and address in capitals in box)* (The name and the address of the service **MUST** be the same as on its CQC Registration Certificate)

Confirmed services/lots to be provided as part of Framework Agreement for Specialist Provider Services.

hereinafter called the Provider

WHEREAS

- (1) The Council is responsible for securing the provision of specialist support services to appropriate individuals
- (2) The Provider is the owner and operator of a care and support service which is capable of providing the services required by the Council

NOW IT IS AGREED between the Council and the Provider as follows:

- 1 The Provider shall provide and perform the Service in relation to each Individual in accordance with the Contract Documents
- 2 So long as the Provider shall provide and perform the Service the Council shall (subject to the terms and conditions) pay to the Provider the contract price during the contract term.

IN WITNESS the Hands of the Parties hereto:-

Signed by
on behalf of the Council

Name (printed)
Designation

Signed by
on behalf of the Provider

Name (printed)
Designation

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Appendices

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- Appendix 2: Pricing Schedule (Schedule 2)
- Appendix 3: Brokerage Process

Schedules

- Schedule 1: Service Specification for Specialist Support Services

How will Services be Commissioned Using the Framework

1. New packages of support that are required for individuals will be circulated to all Providers/organisations within the Framework.

However, where individuals that have complex/and or needs that relate to a specific condition these services will only be arranged with organisations who have indicated they provide such services and who can demonstrate that all staff and managers who will be providing support to the service user have the skills, training and experience to provide such support.

2. Where more than one organisation can meet the requirements of a new package, the service will be commissioned from the organisation with the lowest price.
 3. Where an increase is required on an existing package, the current Provider will be approached to provide the increase. If the current Provider is unable to provide the increase the whole package may be re-offered to other organisations in the Framework or a split package offer may be commissioned between one or more providers.
 4. The Council may request that two organisations work together to provide a service where no single organisation can meet the assessed needs.
- Notwithstanding the above, the Council reserves the right to purchase directly from any Provider without offering to the Framework.

CONDITIONS OF CONTRACT

1 DEFINITIONS

In these Conditions and all other Contract Documents, except where the context otherwise requires, the following expressions shall have the following meanings

Expression	Meaning
Articles of Agreement	The section of this document which precedes these Conditions and is signed by the Council and the Provider.
Agreement Date	The date shown on the Articles of Agreement.
The Agreement	The agreement entered into between the Council and the Provider comprising the Articles of Agreement and the Service Specification.
Assessment	The process undertaken by The Council to identify the needs and outcomes for an individual Service User.
Commencement Date	01 September 2023
Contract Documents	Means the Articles of Agreement, these Conditions, the Schedules, the Service Specification, and as applicable to each Service User his or her own Assessment Summary and Support Plan.
Contract	This Contract and any Schedules listed in the contents.
Contract Term	A period of 48 months from date of commencement with an extension of a further 24 months available to be used, if agreed by the Council.
Contract Standard	Such standard as complies in each and every respect with all relevant provisions of the Agreement; with the Health & Social Care Act 2008 and the Care Act 2014 and all regulations, circulars and guidance issued under it. Where no criteria are stated the Standard shall be to comply in full with the spirit of the Council's Assessment for the Individual.
Contracted Package	The number of hours, duration and time(s) of visit(s) for an individual as defined by the Purchase Order received from the Brokerage Team or another member of the Commissioning Team.
Contracted Visit	Visits during the week/where the day/time and/or duration of the visit is specified in the Purchase Order.

The Council	South Gloucestershire Council or any successor authority and any other organisation with responsibility for purchasing the Service.
Council Representative	The person nominated by the Council.
Customer Service Desk	A dedicated response team in the Council for enquiries, referrals for assessments and queries.
Default	Any failure on the part of either the Council or the Provider to carry out their material obligations under the Contract.
Default Notice	A written notice given by either Party to the other under Condition 25.
The Department	South Gloucestershire Council's Department for People.
Electronic Monitoring System (EMS)	The Council's specified payment system (currently CM2000 CallConfirmLive!) and for quality assurance monitoring we will be using Provider Assurance Market Management Solution (PAMMS) or any other system/s that supersedes these during the lifetime of the contract.
Emergency Duty Team	The Council's out of hours and emergency response centre.
Exceptional Mileage	A request for mileage determined by the Council as part of a package which is more than would normally be required to provide a service (see condition 15.20). Exceptional Mileage will be clearly indicated on the Purchase Order.
Framework Agreement	The Framework under which the Council commissions Specialist Support Services, which include; Community Based Support, Day Services, Mentoring Services and Supported Living Services.
Good Industry Practice	The exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to the Contract and which are in accordance with any codes of practice published by relevant trade associations.
The Individual	The person for whom the service is provided.
Local Authority Support Plan	The document supplied by Council following a social work assessment of individual's Service User's needs and outcomes. (Shown in the Contract as 'Assessment Summary')
Missed Visit	A commissioned visit that did not take place within 30 days either side of the commissioned time due lack of staff availability or other reasons attributable to the provider. This shall not include where a visit is cancelled by the Individual with 24 hours' notice or absences

	by the Individual due to hospitalisation, respite admission or other planned absence.
Parties	The individuals or organisations who are party to this Contract as shown in the Form of Agreement.
Payment Banding Process	The process used to calculate payment for visits where invoices are submitted via the Council's electronic monitoring system (CM2000 CallConfirmLive!) or any other system that may supersede this.
Payment Period	A seven day period from Monday to Sunday inclusive
The Price	The Price set out for the Services in Appendix B to the Contract.
Price Review Process	The process by which variations to The Price are achieved as prescribed Condition 8 of the Agreement
Price Review Date	The date in each year (currently in April) upon which changes in DWP Welfare Benefits take effect.
The Provider	The Company identified in the Articles of Agreement.
Person Centred Plan/Provider Support Plan	The detailed plan drawn up by the individual and the provider detailing how the Support Service will meet the individuals specified outcomes and how support will be provided on a day-to-day basis to achieve the aims, objectives and outcomes specified as identified in the Local Authority Support Plan.
Purchase Order	The confirmation documentation detailing the service request for an individual Service User as shown in Appendix A (described in the agreement as a Schedule 1)
Quality Assessment Review Process	The Council's quality assessment process for Providers and Services within this Framework Agreement
Re-assessment	The process, (including meetings), and outcomes by which the Council evaluate and record the adequacy of the Council's Assessment Summary and Support Plan to meet a Service User's needs as detailed in the Assessment.
Regulatory Bodies	Organisations (if any) that have a statutory responsibility for regulating the services provided by a Provider. For example, The Care Quality Commission (CQC) or Care Inspectorate Wales (CIW) and any other body that may replace them.
Service Delivery Pack	Folder and contents issued by South Glos Council to community based service providers for use in the Service User's home to keep the provider's daily records, MAR charts, complaints process, statement of purpose and emergency contact details, etc.
Provider Improvement Plan	A plan jointly agreed with the Provider and the Council detailing service improvements required and the timescales for improvements to be completed.

Service Specification	The specification that should forms part of the contract documents Service and forming Schedule 1 to this Contract.
Service(s)	Everything to be provided by the Provider under this Contract and as described in the Service Specification.
Shared Support	A service where two or more Individuals are receiving support from a fewer number of support workers. Typically this may be a married couple receiving support from 1 worker OR a small group of individuals living in shared accommodation and being supported as a group on an individual to staff ratio of less than 1:1 (e.g. 1 support worker to 3 individuals), arrangements will vary as agreed by the Council.
Specialist Support Services	The services covered within this Framework which includes (as defined in Schedule 1); Community Based Support, Day Services, Mentoring Services and Supported Living Services.
Specialist Provider's Forum	The Forum set up by the Council and its providers of services for communication and sharing of matters of general interest
Stakeholders	Individuals, organisations and groups who are external to the Provider, who have a direct interest in the Service being provided.
Support Worker	The person(s) engaged by the Provider to deliver services to the Service User.
Time Critical Calls	Calls where the visit must be made at the time specified by the Council
Variation	A document, which sets out a variation to the Contract, agreed and signed by both Parties.
Visit/Support Session	When a Support Worker attends the home of an individual to provide Services.
Working Days	Between 8.30am and 5.00pm Monday to Thursday inclusive, and between 8.30am and 4.30pm on Friday excluding Statutory and Public Holidays.
2	Interpretations
2.1	A reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument or the like shall include a reference to any amendment or re-enactment of it and any extension, modification or replacement in force from time to time.
2.2	Any reference to the Council, the Provider or any corporate body, business or organisation shall include its directors, officers, employees and any other person acting or appearing to act on its behalf.
2.3	Unless expressly provided otherwise, the Contract Documents shall be taken as mutually explanatory.
2.4	This Framework Agreement together with all Contract Documents constitutes the entire agreement between the Council and the Provider.

2.5	Where there is any ambiguity or a discrepancy the Council may give the Provider an interpretation and/or resolution of it in writing. This shall then be authoritative, but this is without prejudice to the right of either Party to refer such issue under the Dispute Resolution provisions in Condition 27.
3	Accreditation
3.1	The Provider must have completed all of the tender documents in full and have confirmed to the Council the services they are planning to provide under this framework.
4	Appointment
4.1	The Council appoints the Provider to provide the Services: <ul style="list-style-type: none"> ▪ promptly (and in any event within any time targets as may be set out in the Service Specification) and in a professional and courteous manner so as to reflect and promote the image of the Council; and • strictly in accordance with the Service Specification and all provisions of the Framework Agreement; and ▪ in accordance with all applicable UK and European laws and regulations and Good Industry Practice
4.2	The Provider accepts the terms of appointment as provided in Condition 3.1 in consideration of The Price.
5	Contract Period/Duration
5.1	The Provider shall provide the Services from "the Commencement Date" and shall continue to provide the Services for the period of the Contract Term, or until the termination of the Contract in accordance with conditions 53 - 56
6	Contract Volume
6.1	This Framework Agreement does not guarantee or offer any volume of work. All work is offered in accordance with the guidance included.
6.2	The Council does reserve the right to call off the framework and or use the framework in conjunction with other Adult Social Care tenders for specialist support services. For example, Core Support Service Contracts for a specific Supported Living Schemes.
7	Variation of Conditions
7.1	The Services shall be supplied strictly in accordance with the Contract Documents. Variations to this Framework Agreement shall only be made in writing and agreed and signed by both Parties.
8	Contract Price
8.1	The Price for the services will be reviewed on an annual basis. The Council will work with the Provider to gather information and share potential uplift percentages prior to the new financial year uplift date.
8.2	The Council will negotiate directly with the Provider to agree prices for services previously provided under alternative commissioning arrangements, this will be deemed the Contract Price. For a new Provider to the Council a Contract Price will be agreed as part of the accreditation to the Framework.
8.3	The Price does not include VAT. Where a Provider believes that VAT is chargeable on any services the Provider will discuss with the Specialist Commissioning Team Managers who will advise on the process to be followed and the Council's guidance.

	Should it be agreed that VAT is payable then then the Council shall pay this in addition to the Price, provided that the Provider supplies the Council with an appropriate VAT invoice and that (unless otherwise agreed with HM Customs and Excise) such an invoice is supplied no later than three years after the tax point for the supply of the Service.)
9	Variation of Price
9.1	The Contract Price shall be reviewed annually as provided for in the Price Review Process mechanism set out in 8.1.
9.2	Unless otherwise agreed the Contract Price for the Service shall be increased or decreased from the Price Review date based on consultation with the market and subject to the availability and/or allocation of Central and Local Government funding.
9.3	The Council will notify Providers annually of the proposed percentage increase or decrease (calculated in accordance with 8.1)
9.4	If the Providers claim that because of the application of the price adjustment formula identified in 9.2 above, the prices determined by applying the formula in 9.2 above will be unreasonable, they may seek to negotiate with the Council for a revision.
9.5	The table of rates in Appendix B shall be fixed for each Category of Service until otherwise amended. The Provider shall notify the Council prior to the 1 st December each year of any requested alteration to Appendix B (Schedule 2) which shall take account of the prevailing market conditions and in accordance with 9.2 to be applicable from start of the next financial period.
9.6	Any variation to the Contract Price arising from an annual price review shall take effect from the Price Review Date. The price review process will commence from April 2024 as per Schedule 2 and then set by the Council for the proceeding years following.
9.7	The agreement to any increase or decrease in the Contract Price based on consultation with the market and subject to the availability and/or allocation of Central and Local Government funding.
10	Council's Obligations
10.1	The Council is responsible for the Assessment Summary.
10.2	The Council is responsible for ensuring the Provider has the Council's Assessment of the Individual's known needs at the time the request for services is made.
10.3	For each referral, the Council will supply the provider with the Service User's completed Assessment Summary.
11	The Provider's Obligations
11.1	During the Contract Period the Provider shall: 11.1.1 Provide the service to the contract standard and comply with the terms of this Agreement any Service Specifications or requirements included or referred to in the Agreement. 11.1.2 Commence a service for each Service User within 2 working days of the Provider making an offer that is accepted unless otherwise agreed.
11.2	11.2.1 Where the provider is registered to provide a service regulated by the Care Quality Commission, ensure that the Provider meets (as a minimum) the standards required under the Health & Social Care Act 2008 and all regulations, circulars and guidance issued under them. Provided that: 11.2.1.1 Compliance with those standards shall be determined by the Commission and not the Council; and

	<p>11.2.1.2 Notwithstanding compliance (or otherwise) with those standards the Council may determine for the purposes of this Agreement that a Provider fails to meet the Contract Standard.</p> <p>11.2.3 Ensure all visits the Provider arranges with the Individual are delivered within the 4 weekly total hourly amount commissioned to support. Where due to unforeseen events a visit(s) cannot be delivered at the commissioned time, the Provider will seek to arrange with the individual for the visits to commence again at an alternative time within the 4 week invoicing period. Or in accordance with the payment system that the Provider is using (CM2000 CallConfirmLive!) and their requirements.</p> <p>11.2.4 Obey all reasonable directions of the Council Representative.</p>
11.3	The Provider shall keep full and appropriate records in relation to the provision of the Services (including any detailed in the Service Specification) and at the Council's request shall make them available for inspection by the Council and/or provide copies of the records to the Council.
11.4	The Provider shall compile and maintain such information to enable the Council to evaluate any information or data required by them for the purpose of evaluating Key Performance, Service Performance Indicators and outcomes as described in the Service Specification.
11.5	The Provider shall not make a charge to the Individual for any cost directly or indirectly relating to the service commissioned by the Council without the Council's consent.
11.6	The Council reserves the right, subject to the agreement of the Individual, to receive from the Provider details of any private arrangement between the Individual and the Provider.
11.7	The Provider shall retain accounts and records relating to each Individual in respect of this Framework Agreement and shall, on reasonable notice, at any time allow the Council and the Service User access to these.
11.8	The Provider shall (subject always to its obligations under the General Data Protection Regulations 2018 and Conditions 22 & 23) retain such documents and records for a period of at least 7 years in respect of financial records and 3 years in respect of all others.
11.9	The Provider shall produce (with the individual) a Person-Centred Plan detailing how the Provider will deliver the Service to meet the needs and outcomes set by the Council and Individual. The Provider will review the Support Plan and when required and in any event not less annually. If required, this review shall be available to the Council in such format as the Council shall require.
11.10	The Council and the Provider shall co-operate in Individual's Reassessments conducted by the Council in respect of any Individual the subject of this Contract. As described in Condition 12.
11.11	The Provider shall so far as it is reasonable for it to do so co-operate and participate in an Individual's Reassessment which the Council undertakes in respect of the Council's functions of which the Service forms part
11.12	Save as expressly provided in this Contract, the Provider shall not contract directly with either the Individual or any other Party for payment or part-payment of Services to be provided under this Contract for a directly commissioned services. For a Direct Payment or Individual Service Fund, a contract direct with the individual or another party supporting the individual may be required.

11.13	The Provider's office will maintain opening hours of 8.30am – 5.00pm Monday to Thursday and 8.30am – 4.30pm on Friday (excluding Bank Holidays) and dedicated on call staff will be immediately contactable at all other times.
11.14	The Provider will be contactable by all normal methods of communication, including phone, face to face, email and virtual meetings.
11.15	The Provider will set up and use the Council's secure email system or any system that may replace this.
11.16	The Provider will ensure that on-call staff working outside of normal office hours have immediate access to all information and IT systems (including CM2000 or any other system that replaces this) to enable them to respond to any emergency or query.
11.17	The Provider shall indemnify and keep indemnified the Council as described in conditions 33.5, 36 and 45.1
12	Administrative Procedure for Commissioning A Schedule 1 (Purchase Order)
12.1	The Provider shall be available to receive a request for the commissioning of the Service for any Individual so far as is reasonably possible during any Working Day, though it may be commissioned by agreement between the Parties at any time. The Council shall take account of its obligations under Condition 3.
12.2	The Provider shall provide a minimum Service visit duration of 30 minutes and increments of 15 minutes thereafter as requested by the Council or Individual directly and as detailed in their Local Authority Support Plan. For Day Services, the Provider will ensure that they are able to provide at least one half day session (minimum of three hours) to an individual as per the request for the service to be commissioned.
12.3	<p>A completed Schedule 1 shall constitute the requisition document for the supply of a Service to an Individual and the following provisions shall apply:</p> <p>12.3.1 The Council will provide a completed Schedule 1 to the Provider and will hold a copy electronically</p> <p>12.3.2 If the Commencement Date is not the same as the date when the individual begins to receive services, the contract and payment under it shall run from the date the Service actually commences</p> <p>12.3.3 If, as a result of a change, a new Schedule 1 is issued for an individual this will be deemed a new contract and not a continuation.</p>
13	Reviews
13.1	The Council is responsible to the Individual for ensuring that the Individual is re-assessed and that their Local Authority Support Plan is reviewed. The Council is also responsible for making arrangements for them to receive the care in the Local Authority Support Plan. The Council is not responsible for arranging for an Individual to receive services from an ICB, or any other health organisation or from any other source.
13.2	Where the Provider notifies the Council that part or all of a Service required by the Local Authority Support Plan appears to be inappropriate the Council will consult with the Provider, the Individual and their Carer/Advocate, and any reassessment of Individual's needs will be undertaken as soon as possible.

13.3	Following reassessment, the Parties shall consider whether the Service needs to be varied in any way or whether the Schedule 1 should be terminated under condition 57.
13.4	The Council will discuss the outcome of any Re-assessment with the Provider, the Individual (if practicable) and any relative or other person involved in supporting the Individual and determine whether any changes to Services are required.
13.5	If the Provider considers that an Individual poses a serious risk to themselves, their Support Workers or others, the Provider shall contact the Council to discuss the issues and identify suitable alternative care. If the Council agrees that there is such a risk, the Parties will co-operate in arranging alternative care. No Services will be either decreased or ceased before suitable alternative services can be arranged by the Department.
13.6	If a situation arises where in the Provider's view it appears no longer appropriate for an Individual to continue to receive any Services, or part of a Service, no decision to cease or reduce the Service will take place without consultation with the Department, except where emergency medical admission to hospital is required. ("Consultation" means explaining action, which is proposed before it happens, in sufficient time for it to be changed, if appropriate).
13.7	The Provider is responsible for providing care in accordance with this Framework Agreement and for informing the Customer Service Desk of anything that comes to the Provider's attention which the Council might need to know to enable it to keep the Assessment Summary up to date.
14	Notifications
14.1	<p>The Provider shall within the time specified in the following conditions notify the Council the following:</p> <ul style="list-style-type: none"> • Immediate Notification to Customer Service Desk CSOdesk@southglos.gov.uk or 01454 868007 (Adult Care, Monday – Friday) or outside of working hours the Emergency Duty Team on 01454 615165 for a discussion. Any telephone calls must be backed up with an e mail within the given time period. <p>14.1.1 Where the provider has been unable to gain access to the property to deliver the agreed service after making reasonable attempts to gain information and ascertain the Individual's whereabouts.</p>
14.2	<p>Notification within 1 working day to the Customer Service Desk (CSOdesk@southglos.gov.uk) or the Emergency Duty Team (01454 615165) by telephone but not by leaving an answer phone message and must be confirmed in writing within 5 working days):</p> <p>14.2.1 Safeguarding concerns</p> <p>14.2.2 Notice of death/termination/suspension (Alert CSO desk and Brokerage team (CAHbrokerage@southglos.gov.uk))</p> <p>14.2.3 A significant increase in risk to Individual's wellbeing.</p> <p>14.2.4 Cancellation of part or all of the services by the Individual</p> <p>14.2.5 Where an Individual has requested cancellation of a service or has ceased to reside at the premises listed on the Schedule 1.</p>

	<p>14.2.6 Any major event or incident which affects the wellbeing of an Individual or the service delivered</p> <p>14.2.7 An injury which results in an Individual requiring nursing or medical assistance.</p> <p>14.2.8 A compliance requirement notification issued by CQC/CIW (Registered providers only)</p> <p>14.2.9 A compliance requirement notification issued by another Local Authority, ICB or Health Board.</p> <p>14.2.10 Any incident or event reportable under Health and Safety or Environmental Health legislation.</p> <p>14.2.11 Administration, insolvency or receivership or any other event giving rise to potential termination under Condition 53.</p> <p>14.2.12 Refusal of service, by an Individual on a third consecutive occasion</p> <p>14.2.13 Frequent refusal of service, by service user (Frequently is considered to mean more than twice a week).</p> <p>14.2.14 Where an Individual is regularly not present to engage in commissioned services without notice</p> <p>14.2.15 Where notice has been served on a tenancy (Either by the landlord or the individual)</p> <p>14.2.16 Where the service for a service user who is in receipt of a service is temporarily/permanently suspended/ceases.</p> <p>14.2.17 Where the provider believes that a support worker has been asked to undertake or assist a Service User to undertake an illegal act.</p> <p>14.2.18 Where the provider believes that a service user or person known to a service user is undertaking an illegal act that will impact on the ability of the provider to provide services.</p> <p>14.2.19 A regulatory body or another Local Authority/Commissioner directs an inquiry into or makes an order of any kind in relation to its affairs; Or Any registration which it must maintain in order to provide the Services is withdrawn or cancelled or is threatened to be withdrawn or cancelled.</p>
14.3	<p>Within 5 working days in writing unless Conditions 13.1 & 13.2 also apply.</p> <p>14.3.1 Any change of circumstances indicating that the care and support plan needs review or revision by the Council.</p> <p>14.3.2 Start of a prosecution or initiation of any other proceedings or investigations against the Provider or any of the Provider's employees under the Act or in respect of any offence involving dishonesty or violence</p>

15	Electronic Monitoring System
15.1	The Provider will use the Council's specified electronic monitoring system and meet all Council requirements for its usage as specified in this Agreement. For Providers still using the CM2000 Electronic Monitoring System the terms and conditions previously agreed with the Council still apply, until a new system is in place that supersedes this.
15.2	Providers must use an electronic rostering system which interfaces that is: a) fully compatible with the Council's specified electronic monitoring system and provides all data that is required by the Council
15.3	Providers must use a rostering system that is fully supported by the manufacturer of the system. Where systems become unsupported or obsolete the provider must update or change the rostering system to ensure support is available.
15.4	The Provider must keep a record of individuals where the use of electronic monitoring cannot take place including the reasons why.
15.5	The Provider shall have an electronic monitoring system in place for recording all time spent that is not a direct support hours
15.6	Notwithstanding the General Data Protection Regulations Act; The Council owns the intellectual property rights to all information collected, collated or otherwise used by the Provider using the Electronic Monitoring System and may use any such information as it chooses.
15.7	The Provider shall have a formal procedure in place for monthly spot checks and an analysis of the Electronic Monitoring System. This shall ensure that individuals are receiving support as planned and identify any non-compliance issues
15.8	The Provider will ensure that there are sufficient staff trained and competent in the use of CM2000 and Provider Assurance Market Management Solution to operate the system at all times as required by the Council and in accordance with 14.1
15.9	The Provider should have in place a formal procedure for management reviews of Electronic Monitoring data. The Provider will ensure that this exercise and resulting actions taken to improve compliance is recorded and available for inspection by the Council.
16	Payment
16.1	<p>South Gloucestershire Council propose to pay 4 weekly (2 weeks in arrears and 2 weeks in advance)). Payments can be reviewed as part of quarterly reviews, or on exceptions as they arise. Each Service under this framework will have a different payment mechanism until the Council advises otherwise:</p> <ul style="list-style-type: none"> • Community Based Support Services – existing providers transferring from the Community Based Support Framework will continue with CM2000 payments (and the guidance required on these will continue as per the previous agreement) or Paper/Manual Invoicing on a 4 weekly basis. • Day Services – payments will continue as 4 weekly BACS payments directly into the Provider's account without requiring the need to issue an invoice. • Mentoring Services – existing providers transferring from the Community Based Support Framework will continue with CM2000 payments (and the guidance required on these will continue as per the previous agreement) or Paper/Manual Invoicing on a 4 weekly basis. • Supported Living – <ul style="list-style-type: none"> - One to One Support - existing providers transferring from the Community Based Support Framework will continue with CM2000 payments (and the

	<p>guidance required on these will continue as per the previous agreement) or Paper/Manual Invoicing on a 4 weekly basis</p> <ul style="list-style-type: none"> - Shared Support - payments will continue as 4 weekly BACS payments directly into the Provider's account without requiring the need to issue an invoice. <p>The Council is looking to change the payment mechanism it uses and providers will be informed accordingly and the Terms and Conditions will be changed to reflect this.</p>
16.2	Where visits are registered using the electronic monitoring system the value allocated to each visit will be calculated in accordance with the Payment Banding Process in Appendix C
16.3	The Council reserves the right to amend the Payment Banding Process at any time during the period of this Framework Agreement.
16.4	<p>16.4.1 For Providers transferring over from the Community Based Support Framework only - Payments will be made on submission of correct weekly invoices submitted via CM2000 (or any other system that supersedes this).</p> <p>16.4.2 The Council will pay the total sum due on the invoice within 28 days of receipt unless the Council has proper reason to believe that the information contained on the invoice is inaccurate. If incorrect invoice(s) are submitted, or accompanying documentation or information is missing or incomplete, payment of such invoices will be suspended until correct information is supplied.</p> <p>16.4.3 Where this is the case the Council shall pay any sum or amended sum within 28 days of being satisfied that the information submitted by the Provider is accurate. In determining whether it is satisfied the Council shall at all times act in a reasonable manner.</p> <p>The above does not apply to payments made directly to providers from the Council based on the Purchase Orders like Day Services and Supported Living Shared Support.</p>
16.5	All invoices produced will contain details of all visits undertaken for each Individual.
16.6	Where applicable the Provider should ensure that invoices are submitted promptly following the end of each Payment Period, and in any event no later than 28 days after the end of each Payment Period.
16.7	<p>The Council will assess the invoice submitted and make payment unless:</p> <p>16.7.1 The total visit time is in excess of the parameters defined by the Council, invoices will be held for investigation by Council Officers. The appointed Council Officer will investigate and authorise payment where appropriate. Where the Council Officer considers the variation to be outside the agreed requirements the Council Officer will enquire with the provider and request an amendment to the invoice and for it to be reissued.</p> <p>16.7.2 The Provider has not added sufficient information to the client record where commissioned visits have not been delivered.</p> <p>16.7.3 An incorrect charge has been made and a credit note is required from the Provider. Credit notes required must be submitted to the Council before payment of the related invoice can be made.</p> <p>The above does not apply to payments made directly to providers from the Council based on the Purchase Orders like Day Services and Supported Living Shared Support.</p>

16.8	The Council will send the Provider a remittance advice in confirmation of each payment which will provide full details of the payments being made during the Payment Period.
16.9	If the Council has overpaid (as a result of late notification of changes or for any other reason), The Council will make the amendment in the next payment run or the Provider will issue a credit note to enable the overpayment to be deducted from the next payment.
16.10	The Council shall make an appropriate adjustment to the next available payment to take into account any error or changes so notified to The Council unless any such errors or changes are in dispute.
16.11	Whenever under this contract any sum of money shall be recoverable from or payable by the Provider the same may be deducted from any sum then due or which at any time thereafter may become due to the Provider under this contract or under any other contract with the Council.
16.12	Where applicable, the Provider will ensure that there are corresponding purchase orders on CM2000 for all visits made. Where visit times are changed or an additional visit is made, requiring a revised purchase order, the Provider will ensure this is requested promptly and accordingly with their planned payments.
16.13	Failure to comply with 16.13 will result in the value for the visit not being included in the invoice. Any subsequent request for payment will incur the charge as shown in 16.22
16.14	The Council will not be liable to pay anything in respect of any Individual for any period outside the Contract Period for that Individual.
16.15	The Provider must not provide any visits in excess of the contractual arrangements without prior authorisation from the Council. Where a request is received to provide additional services outside of the Working Day, authorisation must be obtained from The Emergency Duty Team.
16.16	Where the service has been commissioned as Shared Support between two or more Individuals, The Council must be contacted immediately if one or more individuals are unable to receive their commissioned share of the service.
16.17	Where the Provider's staff are required to attend meetings relating to concerns about the care or safety of an individual, (including Safeguarding of Adults or any process that may replace this) no charge will be made by the Provider for such attendance.
16.18	Unless otherwise agreed with the Council where the Provider transports a Service User as part of the service or undertakes tasks outside of the Service User's home such as shopping or laundry, the Council will pay the Provider's stated hourly rate only. No additional payment will be made for mileage incurred whilst delivering the Service unless Exceptional Mileage has been requested by the Council.
16.19	Where Exceptional Mileage is required the Council will pay no more than the HM Inland Revenue & Customs mileage limit.
16.20	The Council will make payment on submission of invoices within 28 days of receipt of correctly submitted invoice and, where required, accompanying information.
17	Debts
17.1	Any sum owed by either Party to the other is recoverable as a debt and shall bear interest at 4% above National Westminster bank rate for the time being calculated from day to day if paid more than thirty days after the date on which it was due. However: 17.1.1 no sum shall be treated as due if in dispute or unascertained, until such time as any such dispute has been resolved, and the amount of such sum has

	<p>been unequivocally ascertained and is known by the Party responsible for paying it; and</p> <p>17.1.2 in the interests of commercial certainty, no interest may be claimed in respect of any sum unless that claim is made within two months of the date when the sum was paid.</p>
18	Uplift Rates
18.1	Unless otherwise agreed the Contract Price for the Service shall be increased or decreased from the Price Review date based on consultation with the market and subject to the availability and/or allocation of Central and Local Government funding.
19	Death Of An Individual
19.1	On the death of an Individual the Services shall terminate with immediate effect. As soon as the Council or the Provider is aware of the death of the Service User either party shall notify the other within one Working Day in line with condition 14.2.7
19.2	Subject to Condition 17.1, in the event that the Provider is unaware of a death and a Support Worker makes a scheduled visit after the death of the Individual, the Provider may apply for payment for this visit only. The visit must be recorded on the electronic monitoring system/invoice and an appropriate reason entered to ensure payment.
20	Agency or Partnership
20.1	Nothing in the Contract 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.
20.2	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.
21	Assignment and Sub- Contracting
21.1	<p>The Provider shall not assign or sub contract this Agreement or any part thereof of the delivery of the Services without the previous written consent of the Council. Such consent shall not be unreasonably withheld or delayed in the case of an assignment which complies with the following conditions but will not normally otherwise be given:-</p> <p>(a) Any Third Party agrees;</p> <p>(b) The Provider remains responsible for the Services.</p> <p>(c) The assignee has complied with all requirements as to registration before the assignment takes place;</p> <p>(d) There will be no increase in the Contract Price.</p>
21.2	On closure or sale of the business of the Provider shall not attempt to assign this Agreement or any part to any new owner, purchaser or successor and shall not enter into any unofficial arrangements with the new owner for transfer or responsibility or funding arranged under this Framework Agreement without prior written consent of the Council; such permission shall not be unreasonably withheld. In this regard the Provider acknowledges that the Council cannot contract with new Providers prior to registration with CQC/CIW where the Provider is delivering regulated services.
22	Access

22.1	The Council shall have the right to inspect the delivery of Services and associated work both at the Provider's premises and at the premises of persons in receipt of the Services and shall be permitted access to any and all documentation in the possession, custody or control of the Provider and which relates to the Services. For the avoidance of doubt this right includes the power to interview staff and individuals, take copies of any and all documentation, and have access to any computer data held for the purposes of the contract.
22.2	Whenever possible, the Provider shall be given reasonable notice (not less than 5 Working Days) of a visit by a representative from the Council.
22.3	The Council reserves the right to visit (unannounced) and inspect the Service provided under this Contract in order to verify the quality of the Service and the safety and welfare of the individuals.
22.4	In visiting or inspecting the provision of the Service, the Council shall have due regard for the nature of the Service being provided.
22.5	As a result of a visit or inspection, the Provider may be requested to agree and implement a Service Improvement Plan.
22.6	In the event of the Council receiving information which raises a legitimate concern regarding the conduct of the Service, the Council may enter the premises at any time (with or without other agencies) with a view to investigating the matter.
22.7	During such investigation, the Provider and its staff shall co-operate fully with the Council and other relevant agencies including providing access to all relevant documents and records (including those in electronic form) making staff available for interview.
22.8	The Council shall advise the Provider of the outcome of such investigation as soon as practicable and shall afford the Provider a reasonable time to consider and respond. This is without prejudice to any other action the Council or any other agency may take in respect of the findings of the investigation.
22.9	The provision of Conditions 24 and 25 (Confidentiality and Data Protection) shall apply to any information obtained during such investigation
22.10	The Council will use reasonable endeavours to liaise with and co-ordinate its investigations with other relevant agencies.
23	Accrued Rights And Remedies
23.1	The termination of the Contract shall not prejudice or affect any claim, right, action or remedy that shall have accrued or shall thereafter accrue to either party.
24	Confidentiality
24.1	The Provider shall not, without the prior written consent of the Council (or if personal to an Individual without their consent), either during the Contract Period or at any time thereafter, make use of for his/her or its own purposes, or disclose to any person (except as may be required by law), the Local Authority Support Plan, or the Provider's Person-Centred Plan for any Individual or any information contained in any such plans or in any material provided to the Provider by the Council pursuant in respect of any Individual or prepared by the Provider pursuant to the Contract, all of which information shall be deemed to be confidential.
24.2	The Provider shall neither, (except as provided in Conditions 10.8, 23 & 33), dispose nor part with possession of any confidential material provided to the Provider by the Council or prepared by the Provider pursuant to the Agreement, without the previous written consent of the Council, such consent not to be unreasonably withheld, and in accordance with the express written conditions or instructions of the Council and in

	any event not in breach of any of the rights of any individual in respect of their own personal data.
24.3	In accordance with Condition 10 after the cessation of an Individual's service, or the death of an Individual, and subject to any duty the Provider might owe to the Individual, the Provider may destroy any financial records relating to that Individual after an interval of seven years, and all other records after an interval of three years.
25	Data Protection
25.1	The Provider will be registered with the Information Commissioners Office for Data Protection Purposes.
25.2	The Provider shall comply with their respective obligations under the Data Protection Act 2018 ("the 2018 Act") and the Computer Misuse Act 1990 insofar as performance of the Contract gives rise to obligations under those Acts.
25.3	The Provider shall ensure that it does nothing knowingly or negligently which places the Council in breach of the Council's obligations under the 2018 Act.
25.4	The Provider must protect personal data in accordance with the provisions and principles of the Data Protection Act 2018 and must ensure the reliability of its staff that has access to the data.
25.5	The Provider must have in place a procedure for dealing with the investigation of data breaches. They must report any breaches of Individual's 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 will work with the Council to assess the risk of an individual breach in considering whether it needs to be reported to the Information Commissioner's Office.
26	The Contracts (Rights of Third Parties) Act 1999
26.1	Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.
27	Default Notice
27.1	If a Party considers the other to be in default of their obligations under the Contract they may serve on the other a Default Notice.
27.2	The Default Notice shall state clearly in what way the Party considers the other to be in default, the remedial actions sought and any time limit within which it is to be implemented.
27.3	A Default Notice may be issued in respect of a single event or of persistent or cumulative defaults. If the Default Notice relates to a single event (other than a failure to pay a sum of money) it must be served within one month of its occurrence. If issued in respect of persistent or cumulative events, it may cite events that have happened more than a month previously, even if they were sufficiently serious as to have justified the Party issuing a notice in respect of that event alone.
27.4	If the recipient wishes to make any response other than complying with the notice, he, she or it shall respond in writing within 10 working days of receipt of the Default Notice
27.5	In their or its Notice or response a Party may implement the Dispute Resolution process under condition 29 unless excluded by 27.8.
27.6	Opportunity to Remedy If the Provider fails to perform any of the Services to the Contract Standard and such failure is capable of remedy, then the Provider shall, at its own cost and expense, remedy such failure (and any damage resulting from such failure) forthwith upon the same having come to its attention. For the avoidance of doubt a failure to perform shall include a failure to remedy as required by this Condition

27.7	Other Remedies The remedies of the Council under this Condition may be exercised successively in respect of any one or more failures by the Provider
27.8	Where the Council (in addition to investigating and arranging for rectification of the default) had to provide the Services the provisions of condition 26 shall apply.
27.9	For the avoidance of doubt, it is expressly agreed and declared that the Council may undertake its review of performance by way of any method it considers appropriate
28	Default and Damages
	Events Giving Rise to Action In the event that the Council is of the reasonable opinion that there has been a material breach of the Contract by the Provider, or the Provider's performance of its obligations under the Contract has failed to meet the requirements set out in the Contract, then the Council may, without prejudice to its other rights under the Contract, do any of the following: <ul style="list-style-type: none"> a) make such deduction from the Price to be paid to the Provider as the Council shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Provider shall have failed to provide or performed inadequately; b) without terminating the Contract and subject to 28.2, itself provide or procure the provision of part of the Services until such time as the Provider shall have demonstrated to the reasonable satisfaction of the Council that the Provider will be able to perform such part of the Services in accordance with the Contract; c) without terminating the whole of the Service Framework, terminate the Contract in respect of part of the Services only and thereafter itself provide or procure a third party to provide such part of the relevant Services; and/or terminate the contract.
28.1	
28.2	If the Provider fails to perform any of the Services to the reasonable satisfaction of the Council and such failure is capable of remedy, then the Council shall instruct the Provider to remedy the failure and the Provider shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Council may direct.
28.3	Where a provider fails to perform services to the reasonable satisfaction of the Council the Council may require the Provider to implement a jointly agreed Service Improvement Plan specifying the improvements required including any methods of improvement needed and the timescales in which the improvements must be completed.
28.4	The Council may charge to the Provider any cost incurred by the Council and any administration costs in respect of the provision of such part of the relevant Services by the Council or by a third party to the extent that such costs exceed the Price which would otherwise have been payable to the Provider for such part of the relevant Services. Costs to be calculated as set out in Condition 28.
28.5	In the event that: <ul style="list-style-type: none"> (a) the Provider fails to comply with condition 28.3 above and the failure is materially adverse to the commercial interests of the Council or prevent the Council from discharging a statutory duty; or (b) the Provider persistently fails to comply with condition 28.3 above, or

	<p>(c) the Provider fails to implement an action plan or does not achieve the improvements within the timescales stated in the action plan</p> <p>the Council reserves the right to terminate the Contract by notice in writing with immediate effect.</p>
28.6	The remedies of the Council under this condition may be exercised successively in respect of any one or more failures by the Provider.
28.7	Where appropriate the Council may also inform any relevant Regulatory Bodies or other Local Authorities, or temporarily or permanently remove the Provider from any list of approved providers.
29	Dispute Resolution
29.1	<p>Initial Procedure</p> <p>If any party considers the other to be in default of their obligations under the Contract or any Individual Service User Arrangement made there under they shall notify the other party in writing of the way in which it considers they are in default and what they consider is necessary to remedy the fault. The other party shall respond within 10 working days. If the matter remains unresolved a meeting will be held between the parties within 10 working days in an effort to agree a joint plan of action to resolve the matter.</p>
29.2	The parties shall act in good faith and use their best endeavours to resolve any dispute between them with respect to any matter of significance relating to this Contract. This will include where required appropriate senior representatives such as the Council's Director of Adults, Housing & Community Development and the Provider's most senior representative liaising to seek to resolve the dispute.
29.3	<p>Mediation</p> <p>If the dispute cannot be resolved pursuant to Conditions 27.1 and, 27.2 the dispute shall be referred to mediation pursuant to the procedure set out in sub Condition 27.6 unless</p> <p>(a) the Council considers that the dispute is not suitable for resolution by mediation; or</p> <p>(b) the Provider does not agree to mediation</p>
29.4	The performance of the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Provider (or employee, agent, supplier or sub-Provider) shall comply fully with the requirements of the Contract at all times.
29.5	<p>The procedure for mediation and consequential provisions relating to mediation are as follows:</p> <p>(a) A neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 14 days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall within 14 days from the date of the proposal to appoint a Mediator or within 14 days of notice to either party that he is unable or unwilling to act, apply to the Centre for Dispute Resolution ("CEDR") to appoint a Mediator.</p> <p>(b) The parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.</p> <p>(c) Unless otherwise agreed, all negotiations connected with the dispute and any</p>

	<p>settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.</p> <p>(d) If the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives.</p> <p>(e) Failing agreement either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Contract without the prior written consent of both parties.</p> <p>(f) If the parties fail to reach agreement in the structured negotiations within 30 days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to Arbitration pursuant to the procedures set out in Condition 27.7.</p>
29.6	<p>The parties shall not institute court proceedings until the procedures set out in conditions 27.5 and 27.7 have been completed save that:</p> <p>(a) the Council may at any time before court proceedings are commenced, serve a notice on the Provider requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Condition 10.7</p> <p>(b) if the Provider intends to commence court proceedings, it shall serve written notice on the Council of its intentions and the Council shall have 21 days following receipt of such notice to serve a reply on the Provider requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of condition 27.7.</p> <p>(c) the Provider may request by notice in writing to the Council that any dispute be referred and resolved by arbitration in accordance with the provisions of condition 27.7, to which the Council may in its discretion consent as it sees fit.</p>
29.7	<p>In the event that any arbitration proceedings are commenced pursuant to Condition 27.6, the following provisions shall apply:</p> <p>(a) the arbitration shall be governed by the provisions of the Arbitration Act 1996.</p> <p>(b) the Council shall give a written notice of arbitration to the Provider (“the Arbitration Notice”) stating:</p> <p>(i) that the dispute is referred to arbitration; and</p> <p>(ii) providing details of the issues to be resolved</p> <p>(c) the London Court of International Arbitration (LCIA) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 10.6 (b) shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the parties in the absence of any material failure to comply with such rules.</p> <p>(d) the tribunal shall consist of a sole arbitrator to be agreed by the parties.</p>

	<p>(e) if the parties fail to agree the appointment of the arbitrator within 10 (ten) days of the Arbitration Notice being issued by the Council under 27.7 (b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA.</p> <p>(f) the arbitration proceedings shall be governed by, and interpretations made in accordance with, English law.</p>
29.8	<p>There shall be no right to refer to arbitration and no obligation to follow the dispute resolution procedure laid down by 27.2 to 27.5 or arbitration under 27.7 in respect of :</p> <p>29.8.1 whether grounds for termination have arisen under Condition 54.</p> <p>29.8.2 whether anyone should have exercised or not exercised a right or discretion that it is under no contractual obligation to exercise or not.</p> <p>29.8.3 what a Service User's Authority's Assessment Summary should contain, whether an assessment should be carried out or re-assessed or anything else which is a matter between the Authority and the Service User.</p> <p>29.8.4 any unpaid debt or other sum of money owing between either Party.</p>
29.9	<p>Neither party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex parte basis or otherwise as a result of the terms of this condition 27, such provisions not applying in respect of any circumstances where such remedies are sought.</p>
30	Substituted Performance
30.1	<p>If the Provider for whatever reason regularly fails to perform the Services in whole or in part strictly in accordance with the terms of the Contract, or in performing the Services there is an unacceptable level of deficient services, then without prejudice to any other remedy available to the Council, the Council may make arrangements to provide and perform, by its own or the staff of another Provider, such services which the Provider fails to perform or performs deficiently.</p>
30.2	<p>In accordance with Condition 28.1 the damages and costs (together with a sum equal to 10% of the costs of remedying the breach of contract towards the Council's administrative costs and overheads) shall be payable by the Provider to the Council on demand as a debt.</p>
30.3	<p>Where the failure to provide and perform the Services is in the opinion of the Council due to the failure of the Provider's management or supervisory staff to perform their work adequately or at all or is due to the absence of or insufficiency of such staff, the Council may cause that part of the Services to be managed and supervised by the Council's own staff, or the staff of another Provider and costs applied as per conditions 29.3 – 29.8.</p>
30.4	<p>The operation of this Condition shall not relieve the Provider of any obligations under the Contract in respect of the Services as a whole nor restrict the Council's right to terminate the Agreement under Condition 53.</p>
31	Calculating Loss to the Council
31.1	<p>The Council is entitled to recover its costs in respect of the issuing of a Default Notice and all losses which arise as a result of the deficient Services. In the case of direct losses these shall, where possible, be calculated in accordance with the provisions of</p>

	Condition 28.1. In the case of indirect or consequential losses which flow from the deficient Services or any contractual or other obligations which fall on the Council these shall be recoverable as a debt owing to the Council by the Provider.
31.2	For the avoidance of doubt, it is agreed and declared that the application of this Condition and its method of calculation represents a genuine pre-estimate by the parties of the reduction in the value of the Services to the Council, resulting from the failure of the Provider to perform such Services strictly in accordance with the Contract.
31.3	Where the Council or any other officer responsible for monitoring has expended administrative time in investigating and organising the remedying of any deficient Services (whether by the Provider or other parties) then the cost payable by the Provider shall be deemed to be: £50 per incident.
31.4	It is recognised that certain deficiencies will only require the Council to expend administrative time for their rectification. Where remedial work is necessary, however, then the remaining provisions of this Condition may be applied in addition to this Sub-Condition or, if in the opinion of the Council circumstances warrant it, in lieu of this Sub-Condition.
31.5	Where the Council determines that it would cost the Council the equivalent of a single officer working for one hour to rectify the deficient Services then the cost payable by the Provider shall be deemed to be: £25 Where the Council determines that it would cost the Council the equivalent of a single officer working for between one and four hours to rectify the deficient Services then the cost payable by the Provider shall be deemed to be: £100 Where the Council determines that it would cost the Council the equivalent of a single officer working for between four hours and a full day to rectify the deficient Services then the cost payable by the Provider shall be deemed to be: £175
31.6	In the case of deficient Services which require two or more officers, or in the case that a single officer would take longer than a day, then the rate for a single officer shall be doubled or otherwise appropriately increased.
31.7	The existence of the above calculation for the reductions in the value of Services shall in no way limit the Council's power to terminate the Contract in accordance with Section 53 after any deficient performance of the Services nor to recover any unliquidated damages for losses which cannot be pre-estimated by the parties in advance.
31.8	The pre-estimate of the reduction in the value of the Services to the Council under this Condition of the Contract Conditions shall be final and may not be reviewed or revised in any proceedings under Condition 53 otherwise
32	Environmental Considerations
32.1	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 Contract.
32.2	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.
33	Equalities

	<p>The Council is required to meet the public sector equality duty under Section 149 of the Equality Act 2010 and The Equality Act (Specific Duties) Regulations 2011. The Provider is also 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:-</p> <p>33.1.1 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),</p> <p>33.1.2 take all reasonable steps to secure the observance of this clause by its employees,</p> <p>33.1.3 co-operate with the Council in monitoring the Providers compliance with this clause 21 including providing such information as the Council may reasonably request,</p> <p>33.1.4 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 or The Equality Act (Specific Regulations) Regulations 2011 and,</p> <p>33.1.5 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.</p>
33.2	<p>The Provider shall:</p> <p>33.2.1 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, armed forces.</p> <p>33.2.2 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,</p> <p>33.2.3 regularly monitor and review the full range of equality policies and procedures and take specific action to make any necessary changes,</p> <p>33.2.4 regularly monitor from different 'protected characteristic' groups in relation to access to services, satisfaction with services and outcomes experienced including how the monitoring process impacts upon the development of policy and practice,</p> <p>33.2.5 regularly monitor the composition of its' workforce, (including training and development opportunities, promotions, and disciplinary action), and monitor job applicants from 'protected characteristic' groups,</p>

	33.2.6 Collect, collate, analyse and provide equalities monitoring information as regularly requested by the Council and proactively work with the Council to address the outcomes of such information and analysis.
33.3	<p>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:</p> <ul style="list-style-type: none"> • Tackling and eliminating discrimination; • Promoting equality of opportunity; and • Promoting good relations. <p>Copies of the Compact and the Code can be obtained from the Council on request.</p>
34	Force Majeure
34.1	Neither party shall be entitled to bring a claim for a breach of obligations under the Contract by the other or incur any liability to the other for any loss or damages incurred by that party to the extent that a Force Majeure Event occurs and it is prevented from carrying out obligations by that event.
34.2	In the occurrence of a Force Majeure Event, the party affected shall notify the other as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the affected party and any action proposed to mitigate its effect.
34.3	As soon as practicable, following such notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract.
34.4	For the purpose of this condition 32 , “Force Majeure Event” 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 the party concerned, including (but not limited to) governmental regulations, fire, flood, pandemic/epidemic or any disaster. It does not include any industrial action occurring amongst the Provider’s Staff or any staff of any sub-contractor.
35	Freedom of Information
35.1	Information submitted to the Council by the Provider may need to be disclosed and/or published by the Council in compliance with its obligations under the Freedom of Information Act 2000, (“the FOI Act”) or otherwise, (the decisions of the Council in the application and interpretation thereof shall be final and conclusive in any dispute between the parties).
35.2	In respect of any confidential or commercially sensitive information relating to the Provider, the Council will not (save where ordered to do so) voluntarily disclose the information to any third parties without the prior consent of the Provider (such consent not to be unreasonably withheld or delayed) save as permitted below.
35.3	If the Council receives a request under the FOI Act, which includes any of the information referred to in condition 33, the Council may seek the consent of the Provider to release some or all in response to the said request and shall do so if the Council is minded to disclose such items. If the Provider fails to respond to such a request within 7 days it shall be deemed to have consented to the release of the information
35.4	In all cases the Council may, without the consent of the Provider, disclose information if the Council (acting reasonably) is satisfied that it is in the public interest to do so. In

	reaching this conclusion the Council shall take into account any representations made by the Provider but the decisions of the Council as to what constitutes the public interest shall be final.
35.5	The Provider shall indemnify the Council against all and any claims, demands, actions, costs, expenses, losses, compensation and damages suffered or incurred by the Council in consequence of any failure by the Provider its personnel and/or Sub-Providers to comply with their obligations under this Condition.
35.6	The Provider shall ensure that all information produced in the course of the contract or relating to the contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.
36	Health and Safety
36.1	The Provider and all persons (including any sub-contractors) employed by it shall throughout the Contract Term comply fully with the requirements of the Health & Safety Legislation.
37	Human Rights Act 1998
37.1	The Provider acknowledges that 37.1.1 in performing its obligations under this Contract it may be a public authority for the purposes of the Human Rights Act 1998; and 37.1.2 That it is unlawful to exercise functions which are of a public nature in a way that is incompatible with the rights set out in the European Convention of Human Rights and the Human Rights Act 1998.
37.2	In providing the Service, the Provider may be subject to the same duty in respect of human rights (being those stipulated in the Human Rights Act 1998) as if it were the Council.
37.3	In the event that the Council becomes aware of any act, or failure to act, on the part of the Provider that directly contravenes or falls short of the statutory requirements of the Human Rights Act 1998, then the Council shall notify the Provider to either undertake, or refrain from undertaking, such specific acts. The Provider shall rectify such contravention by undertaking or refraining from undertaking such acts as soon as practicably possible, but in any case, within 10 working days of receipt of such notification from the Council.
38	Indemnity and Liability
38.1	The Provider is responsible for and shall indemnify and hold harmless the Council against all costs claims expenses or liability for damage or injury arising in connection with the carrying out of this Framework Agreement or any individual Contract made hereunder howsoever such damage or injury shall arise, except to the extent that it may arise out of the act default or neglect of the Council, their employees or agents.
38.2	The Provider will take out and maintain in full force and effect throughout the contract period and produce evidence thereof to the Council on demand: 38.2.1 Employer's Liability Insurance to a sum of not less than ten million pounds. 38.2.2 Public Liability Insurance to a sum of not less than five million pounds unrestricted to claims in respect of any one incident or series of incidents and extended to indemnify the Council; and to pay all premiums in respect thereof and to produce to the Council the policy or policies of insurance for inspection.

	38.2.3 Officials and/or Professional Indemnity Insurance for five million pounds.
39	Whistle Blowing
39.1	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.
39.2	The Provider shall comply with the Public Interest Disclosure Act 1998 and shall establish and where necessary update from time to time, a whistle blowing procedure for employees encouraging them to report incidents of malpractice within the Provider or the Council to the Provider. Such procedure shall be similar in all material respects to the whistle blowing procedure operated by the Council from time to time.
39.3	The Provider shall notify the Council in writing forthwith if any employee invokes the whistle blowing 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 Council's reasonable requirements in dealing with the alleged malpractice, where such malpractice affects the Council.
39.4	In these conditions 39.1-39.4 '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.
40	Complaints
40.1	Any complaints by an Individual or their relative or representative in connection with the Service shall be dealt with in accordance with the Council's complaint procedures.
40.2	<p>The Provider will ensure that copies of original complaints, and the responses, are sent to the Department's complaints section AND Commissioning Link Officer within 5 working days of the response being finalised and sent to the complainant.</p> <p>Documentation to be sent to:</p> <p>The Complaints & FOI Team South Gloucestershire Council Department for Children, Adults and Health Freepost SWB 1485, Bristol BS16 7ZZ</p> <p>Or via e mail to: CAHFeedback@southglos.gov.uk AND Specialist Commissioning Team specialistteam@southglos.gov.uk</p>
41	Notices
41.1	<p>If any demand, notice or other communication other than described in condition 10 is required to be given under this Agreement it shall be given in writing and delivered as follows unless expressly indicated otherwise</p> <p>a) To the Provider at the address in the Articles of Agreement.</p> <p>b) To the Council at:</p> <p>Specialist Commissioning Team, South Gloucestershire Council Department for People, PO Box 1955,</p>

	Bristol, BS37 0DE (or such other addresses as may be notified to the Providers) specialistteam@southglos.gov.uk
41.2	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 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.
42	Insolvency
42.1	The Council may at any time by notice in writing summarily terminate this Contract without compensation to the Provider in any of the following events: 42.1.1 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.
	42.1.2 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 or that the Provider enters into administration 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.
43	Law
43.1	The parties shall accept the exclusive jurisdiction of the English courts and agree that the Provider is to be governed and construed according to English law.
43.2	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 Service provided under this Contract.
43.3	The Council shall comply with all relevant legal provisions to be observed and performed in connection with its own duties and responsibilities under the Contract.
44	Monitoring Performance
44.1	In accordance with Condition 44.1, officers of the Council have the right to visit the Provider's premises unannounced, to monitor performance of the Service or the Provider against the provisions of the Contract Documents, including the Service Specification. The Council may use all or parts of the Provider Assurance Market Management System (PAMMS) for visits and in accordance with the Quality Assurance Schedule.

44.2	Information from the Electronic Monitoring System (or anything that supersedes this) will be used to monitor the Providers performance including the targets specified in Appendix D of the contract.
44.3	Any information concerning registration issues about the Provider (where applicable) or the Service shall be shared with CQC/CIW and the Council as practicably possible.
44.4	Where a Provider is rated as 'non-compliant' by CQC (where applicable) the Council reserves the right to increase frequency and extent of monitoring and liaison with the Provider, until the Provider is re-inspected by CQC/CIW and rated as compliant.
44.5	The Council will monitor Provider performance quarterly, or more frequently where concerns are raised, using the Council's Quality Assurance Schedule. Providers who do not meet the required level of performance may be placed under high level additional monitoring including the actions in condition 44.
44.6	Following assessment in 44.5 if Providers fail to meet the required quality standards the Council reserves the right to suspend the Provider in accordance with condition 54 until improvements have been made or to terminate the agreement in accordance with 55.
44.5	Whenever the Council feels that the Provider fails to meet the Contract Standards or the Condition 11.2.1 it shall (in addition to referring its concern to the Commission) raise the matter immediately with the Provider.
45	Monitoring and Review
45.1	<p>The Provider shall make available to the Council records that are relevant to the Service and any other such information reasonably required by the Council in regard to the Service that is not constrained by a duty of confidentiality or Data Protection legislation, including but not limited to:</p> <ul style="list-style-type: none"> • Statement of purpose, business plan, Service continuity plan and latest copy of any relevant inspection reports. • Accounts (audited where required by the Companies Act) and other relevant financial information in line with Open Book Contract Management process as detailed in service specification. • Evidence of adequate insurance cover • All Policies and Procedures including not limited to; Policy & procedure for staff recruitment, induction, training and development; • Complaint procedure and copy of records relating to complaints made in relation to the Service and the Provider's response
45.2	The Council and the Provider shall meet, or make such other arrangements as are appropriate to the Parties to assess the performance of the Service under this Contract.
46	Enhanced Investigatory Role
46.1	<p>In accordance with condition 43.1 in the event of the Council receiving information which raises a legitimate concern regarding the conduct of the Provider, the Council may enter the offices of the Provider at any time (with or without other agencies) with a view to investigating the matter. The following shall apply:</p> <p>46.1.1 during such investigation the Provider and its staff shall co-operate fully with the Council and other relevant agencies including providing access to all relevant documents and records (including those in electronic form) and make staff available for interview.</p>

	<p>46.1.2 the provision of Conditions 23 & 24 (Confidentiality and Data Protection) shall apply to any information obtained during such investigation</p> <p>46.1.3 the Council will use reasonable endeavours to liaise with and co-ordinate its investigations with other relevant agencies.</p>
47	Observance of Statutory Requirements
47.1	The Provider recognises and accepts that in carrying out the Service on behalf of the Council it may be treated for certain purposes as if it were a public body and therefore (where and to the extent that the law so imposes such liability) 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 save to the extent that this arises solely out of the Provider complying with the provisions of the Contract.
47.2	The Provider will act in respect of any person who receives or requests a Service under this Contract as if the Provider were a public body for the purpose of the Human Rights Act 1998 & Equalities Act 2010.
47.3	The Provider will assist the Council in complying with the Council's statutory obligations and comply with reasonable requests to that end subject to the cost or expenses associated herewith not proving unreasonable or excessive.
48	Providers Staff/Employees
48.1	During the term of this Contract the Provider shall employ sufficient appropriately trained, qualified and supervised staff in order to provide the Services and comply with its obligations under the Contract.
48.2	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.
48.3	<p>The Provider shall ensure that in respect of all potential Staff or persons performing any of the Services before they begin to attend any premises to perform any of the Services:</p> <ul style="list-style-type: none"> ▪ Each person is questioned as to whether they have had any criminal convictions; and <p>The results are obtained of a check of the most extensive available kind made with the Disclosure and Barring List at the appropriate level</p>
48.4	The Provider shall ensure that no person who discloses any convictions, or who is found to have any convictions following the results of a Disclosure and Barring (DBS) List check is employed without an assessment of the relevance and risk posed by the conviction and that a record of the assessment made is retained and will be available to the Council if required.
48.5	The Provider shall record that checks of the DBS list have been completed and produce evidence that they have been completed for all staff involving in providing Services on request of the Council.

48.6	All staff engaged to carry out the support service shall be subject to the same requirements for DBS checks as staff employed directly by the Provider.
48.7	<p>The Provider will be registered with the Skills for Care National Minimum Data Set for Social Care (NMDS-SC) and the following three criteria must be met:</p> <p>48.7.1 The Provider will complete a NMDS-SC organisational record and must update all of its organisational data at least once in the financial year</p> <p>48.7.2 The Provider must fully complete individual NMDS-SC worker records for a minimum of 90% of its total workforce (this includes any staff who are not care-providing)</p> <p>48.7.3 Individual records for workers which are included in the 90% calculation must be both fully completed and updated at least once in the financial year.</p>
48.8	Where a Provider is unable to provide services due to staff resources the Provider should make all efforts to secure alternative services including contacting other organisations to arrange cover for their contracted Services. At all times, the Provider remains responsible for all aspects of service requirement as listed in the Contract and Service Specification.
48.9	Where the Provider is unable to secure suitable cover from another organisation and contacts the Council to request assistance the Provider will be charged by the Council for such Services provided from Council resources.
48.10	Where in agreement with the Council the Service is sub-contracted the Provider is responsible for ensuring that such all Support Workers are properly vetted, trained, supervised and insured to carry out the Service.
49	Safeguarding Adults
49.1	The Provider shall act in accordance with South Gloucestershire Council's multi-agency procedures and guidance for the protection of Adults at Risk and the Public Disclosure Act 1998 to ensure appropriate action is taken in response to the suspicion or evidence of abuse or neglect (including whistle blowing) to ensure the safety and protection of Service Users.
50	Severance
50.1	Each provision of the Contract 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 Contract but (except to the extent in the case of that provision) it and all other provisions of the Contract 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 Contract would not negate the commercial intent and purpose of the parties under the Contract.
51	Survival of Terms
51.1	The terms of this Contract 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.
52	Sustainability

52.1	The Provider is expected, where appropriate, to bring about sustainable improvements in the quality of life and the environment in the delivery of the Service.
53	Supply of Information
53.1	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 Contract or to enable the Council to prepare the necessary documentation to appoint another person to provide the Services.
53.2	The Provider must notify the Council if: <ul style="list-style-type: none"> 53.2.1 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; 53.2.2 it merges with another organisation; 53.2.3 It transfers any of its business to another organisation
54	Suspension of Schedule 1 Arrangements
54.1	The Council may at its absolute discretion suspend placing new Schedule 1 (Purchase Order) arrangements with the Provider. The circumstances leading to such action might include: <ul style="list-style-type: none"> 54.1.1 the Provider has committed a breach of this Contract but it is not in the opinion of the Council of such a serious nature to warrant termination of the Contract 54.1.2 where the appropriate regulatory body deems the Provider to be non-compliant and requiring actions to improve services. 54.1.3 where in the view of the Council a serious complaint has been made in connection with the Provider or any investigation of the Provider is being undertaken by any relevant agency. 54.1.4 where in the view of the Council there have been minor breaches or incidents of poor service in such numbers that the Council considers the quality of service being provided to be below the satisfactory level expected by the Council 54.1.5 where the Provider fails to meet the performance standards set out in this Agreement (including the Service Specification).
54.2	A suspension or limitation of Schedule 1 arrangements by the Council may be imposed until the Provider demonstrates to the Council's satisfaction that it has remedied the matter in full (or put in place procedures to ensure the breaches) will be remedied and will not be repeated including recompensing the Council and any Individuals affected in full. No new work will be commissioned with the Provider whilst a Suspension is in place.
54.3	The Council will inform the Provider in writing of any decision to implement condition 52.1 and any related timescales.
55	Termination of the Framework Agreement And Contract
55.1	This Framework Agreement shall terminate upon the expiry of the Contract Term.
55.2	The Contract may be terminated by the Council in accordance with Conditions 27, 44.6 or 53 – 55.

55.3	<p>Termination of the Contract for Mis performance etc.</p> <p>55.3.1 The Council may terminate this Contract either generally or in respect of all or any Service Users by notice in writing, (which may take effect immediately or on such other period as the Council may state in the notice); In such event no payment shall be due for any period after the Service User has ceased to receive Services from the Provider if the Provider or any person employed or acting on the Provider's behalf</p>
55.4	<p>Corruption</p> <p>55.4.1 has offered, paid or given, directly or indirect, any gift in money or any other form to any member, employee or agent of the Council or any other local authority or public body an inducement or reward in connection with their behaviour in relation to the Service, this Contract or any similar.</p> <p>55.4.2 has committed any offence under the Prevention of Corruption Acts 1889 to 1916 (whether prosecuted or not), or has paid or offered any fee or reward contrary to Section 117(2) of the Local Government Act 1972</p>
55.5	<p>Commits a significant or substantial breach of any of its obligations under the Contract which will include any of the following, involving the Provider its employee or agents</p> <p>55.5.1 conviction of an offence under the Health & Social Care Act 2008 or attendant Regulations, or any other legislation dealing with personal or nursing care, or any offence involving dishonesty abuse of vulnerable people or violence;</p> <p>55.5.2 breaches of legislation or regulations relating to Health and Safety, failure to follow the Provider's own Health and Safety policies and procedures or anything that involves exposure of a Service User (or other resident) to risk of serious injury even if no one has been injured</p> <p>55.5.3 is in circumstances which entitle the court or a creditor to appoint or have appointed, a receiver, a manager, an administrator or an administrative receiver, or which entitle the court to make a winding-up order.</p> <p>55.5.4 failure to comply with a default notice issued under Condition 25.</p> <p>55.5.5 if the Provider's Registration Certificate is cancelled</p> <p>55.5.7 breach of equalities legislation or conduct, in the opinion of the Council, or held by a court, to be incompatible with the standards laid down by the European Convention of Human Rights in respect of a Service User.</p> <p>55.5.8 operation of the Provider without adequate insurance cover to at least the standard required under this Framework Agreement.</p> <p>55.5.9 if another local authority has terminated a similar Contract with the Provider for something that would have been a significant or substantial breach of this if it had related to or affected a Service User who was the Council's responsibility.</p> <p>55.5.10 If something has occurred which falls within Conditions 53.5.1- 53.5.9 and the Council has agreed to give the Provider the opportunity to remedy the situation and the Council considers that the steps taken are inadequate or insufficient to achieve that result.</p>

	<p>55.5.11 if the provider has failed to act on any requirements made following a CQC inspection</p> <p>55.5.12 if the provider has failed to act on any requirements made following a CQC inspection</p>
55.6	<p>Bankruptcy etc – Individuals and Companies</p> <p>The Council may terminate this Contract either generally or in respect of all or any Individuals if anything happens which causes or is likely to cause the Provider to cease to continue its business for financial reasons, including any of the following or anything similar:-</p> <p>55.6.1 becomes bankrupt or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangements for a composition of debts, or scheme or arrangement;</p> <p>55.6.2 has an application made to the Court for the appointment of an administrative receiver;</p> <p>55.6.3 has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) passes a resolution for voluntary winding-up;</p> <p>55.6.4 has a provisional liquidator, receiver, administrator, administrative receiver or manager of its business or undertaking appointed;</p> <p>55.6.5 has possession taken, by or on behalf of the holders of a debenture secured by a floating charge, or any property comprised in, or subject, the floating charge;</p> <p>55.6.6 has any steps taken against it by a mortgagee or chargee of the Agency to exercise a power of sale or foreclosure in respect of it.</p> <p>.</p> <p>55.6.7 is in circumstances which entitle the court or a creditor to appoint or have appointed, a receiver, a manager, an administrator or an administrative receiver, or which entitle the court to make a winding-up order.</p>
55.7	<p>Termination for Poor Performance</p> <p>The Council reserves the absolute right to terminate the agreement at any time if it believes that the Provider has failed to provide services to the standard required by this agreement. This will include but is not limited to:</p> <p>55.7.1 Where the Provider is subject to Enforcement action by the CQC which results in suspension or cancellation of the Providers Registration.</p> <p>55.7.2 Where the provider has failed to reach the standards required in annual Quality Monitoring Assessment.</p>
55.8	<p>If the Contract is terminated under Conditions 53.5.1 to 53.5.12 the Council,</p> <p>55.8.1 may recover from the Provider the amount of any loss and any additional costs direct, indirect or consequential resulting from such termination;</p> <p>55.8.2 may disqualify the Provider from providing the Services or any similar services to the Council.</p>

	<p>55.8.3 shall cease to be under any obligation to make further payments to the Provider;</p> <p>55.8.4 may withhold any sums due to the Provider until the full amount the Provider owes the Council has been calculated and either set off against such sums or paid;</p> <p>55.8.5 may set off any sums due from the Council to the Provider whether under this Contract or for any other contract or reason against any sums the Provider owes the Council whether in respect of this Contract or any other Contract or reason (including taxation);</p> <p>55.8.6 in calculating the loss or damage to the Council it may include the reasonable cost to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the provision of the Service or any part thereof.</p>
55.9	If a breach under Condition 53.5.2 is caused by the misbehaviour of a single employee of the Provider, the Council will not normally terminate this Contract if the Provider demonstrates to the Council's satisfaction that it has remedied the breach in full or put in place procedures to ensure the breach will be remedied and will not be repeated including dismissing the employee concerned and recompensing any individual affected in full.
55.10	Where the Council terminates the contract, the Provider will cease to be part of the Framework and will not be offered any new work.
55.11	Providers whose contracts are terminated under condition 53 will be required to demonstrate that the service/performance of the provider is of a satisfactory standard in order to reapply to join the Framework.
56	Termination of the Framework Agreement on Notice
56.1	<p>56.1.1 Subject to Conditions 53 either party may terminate this Contract at any time by giving not less than six months' notice in writing to the other party.</p> <p>56.1.2 For the avoidance of doubt where notice is given by the Council, in accordance with 53.2 the Council will be responsible for making suitable alternative arrangements for all relevant Service Users within the notice period.</p>
57	Notice of Closure and Change of Ownership
57.1	The Provider shall immediately notify the Council of any proposal to change ownership of the Provider's business or make any significant change in the identity or shareholdings of the shareholders (if the Provider is a company). The Provider shall not enter into any private arrangements with new owners or any other person in respect of the Framework Agreement. The Council shall not be liable to pay either the Provider or any new owner for any period deriving which this Condition has not been complied with and shall not be liable to pay any new owner for any period before a new Contract is executed.
57.2	The Provider shall notify the Council at the earliest opportunity of any proposals (even if only under discussion) which may result in a significant change to, or cessation of, the Services provided by the Provider.

57.3	<p>The Provider shall give 3 months written notice to the Council of:-</p> <p>57.3.1 any intended cessation of business.</p> <p>57.3.2 an intention to make application for a change in registration status which would result in any existing Individual's falling outside of the category of person who may receive Services from a Provider.</p> <p>57.3.3 The notice shall set out the details of each Individual affected by name.</p>
57.4	<p>If the Provider has to make an unplanned cessation of business or change of registration and cannot comply with Condition 55.3 it shall nonetheless give the maximum notice possible and shall notify the Council in writing as soon as it is aware of a possibility that this might happen, even if at such time it cannot yet give the date when such will happen, or it is not yet certain that the closure or change will happen.</p>
57.5	<p>In the event that a Provider ceases in business (including at the instance of a third party such as a funder or the Commission) the following shall apply:</p> <p>57.5.1 the parties shall account to one another in respect of any monies due from one to the other up to the date of closure</p> <p>57.5.2 the Provider shall co-operate (so far as possible) with the Council in making arrangements to secure alternative suitable services for the Service Users.</p> <p>57.5.3 this Contract and any Schedule 1 arrangements made thereunder shall terminate subject to the provisions of conditions 54, 55, 56</p>
58	Consequences of Termination
58.1	<p>58.1.1 On the termination of this Agreement the Council shall either</p> <p>a) Transfer services to an alternative form of commissioning arrangement and/or</p> <p>b) Transfer services to an alternative provider/s who are members of the Framework.</p> <p>58.1.2 Where option B is chosen, upon request of the Council the Provider shall:</p> <p>i) deliver to the Council all Confidential Information in its possession or under its control;</p> <p>ii) cease performing services</p> <p>iii) account to the Council for all sums due and shall provide the Council with any reports required under this Contract.</p>
59	Termination of a Schedule 1 (Purchase Order)
59.1	<p>The Council may cancel the services provided to any Individual from the Provider by giving seven days' notice in writing, or if, in the view of the Council; the situation requires it by notice taking immediate effect. In such event no payment shall be due for any period after the Service User has ceased to receive services from the Provider.</p>
59.2	<p>The Provider may give the Council notice on an individual's Schedule 1 by giving 28 days' notice in writing</p>
59.3	<p>Where the Provider gives The Council notice on an Individual's Schedule 1 they must notify the Individual of their decision in writing within 5 working days and forward a copy of the notification to the Specialist Commissioning Team as soon as possible.</p>

59.4	Ending a Schedule 1 shall not affect liability for any payments due to either Party before or following the termination date.
60	Termination of a Schedule 1 for Other Reasons
60.1	<p>If a Provider forms the view that (irrespective of any review process under Condition 12) or because of personal incompatibility it is no longer willing to provide a service to an individual, it may terminate their Schedule 1 by giving not less than 28 days' notice in writing to the Council</p> <p>60.1.1 In such event, the Council will secure alternative service for the Individual before the expiry of the notice.</p>
60.2	<p>If the Council considers there to be serious risk to the life, health or well-being of an Individual, either because of:</p> <p>(a) any issue relating to the operation of the Provider's business</p> <p>(b) the conviction of any person involved in running the Provider's business for an offence material to the safety or welfare of an Individual/s</p>
60.3	If the Council wishes to cancel the Services provided to any Individual permanently for any reason other than those set out in Conditions 14, 54, 55 or 56 the Council shall unless otherwise agreed with the Provider give the Provider not less than seven days' notice in writing in respect of that Individual. In exercising its right under Condition 59.3 the Council shall act reasonably.
60.4	The Provider will inform the Council of any cancellation of Day Services or Shared Support Services in accordance with conditions 14.
61	Temporary Suspension of Support
61.1	<p>If an Individual's support is temporarily suspended (planned or unplanned), because they are admitted to hospital, or respite care or other reason, the provider must inform the to the Customer Service Desk (CSOdesk@southglos.gov.uk) (or the Emergency Duty Team (01454 615165) during out of hours) and Brokerage by telephone but not by leaving an answer phone message) within 72 hours of becoming aware and must be confirmed in writing within 5 working days. Unless otherwise agreed, the provider shall agree to keep the service user's support package available, without charge for up to 14 days.</p> <p>In the 2 weeks following admission, the Brokerage Team will regularly communicate with the Provider to keep updated on the situation. A tri-party review may also take place depending on the mitigating circumstances.</p> <p>Where a Service does not recommence within 14 days a tri-party review will take place to assess the situation and create an action plan for ongoing monitoring with consideration of any feedback from unpaid carers, family and any other related professionals.</p> <p>Where a service is cancelled by the Council during the 14 day period the service will terminate permanently from that date and no further payments shall be made as per clause 55 and 59.</p>
61.2	If an Individual is admitted to hospital or respite care on an emergency basis, the Provider shall only make a charge for the next planned visit where due within 24 hours

	where the Provider was unaware of the admission. No further charges will be made until the Service recommences or other agreement with the Commissioning team.
61.3	<p>Subject to condition 59.1:</p> <ul style="list-style-type: none"> • Where an Individual's service is to recommence without change, after a period of not accessing services (e.g., hospitalisation, rehabilitation or respite), the provider will restart the service subject to receiving 24 hours' notice from the Council, the hospital ward, the Individual, or their representative. • Where an Individual's service is to recommence without change, after a period of not accessing services (e.g., hospitalisation, rehabilitation or respite) of more than 14 days, the provider will liaise with the brokerage team/and or social care team to ascertain the likelihood of discharge timelines. If discharge is likely within 28 days, the provider will liaise with the brokerage team to agree any interim arrangements. • Where an Individual has been into hospital rehabilitation or respite and has been reassessed to require an increased level of support (temporary or permanent) on discharge, (irrelevant of how long the hospital stay is) the social care practitioner will liaise with the brokerage team who in turn will liaise with the provider to ascertain if they can meet the increased assessed need. Where the provider is able to accommodate this increased assessed need the brokerage team will liaise with the social care practitioner to input this increase in service provision. If the provider is unable to meet this permanent increase in assessed need the brokerage team would look to identify a new provider to support the individual either with the whole or part of the service depending on the need required.
61.4	With the exception of a Shared Support service, If an Individual (or the Council on their behalf), cancels a visits(s) and gives the Provider 24 hours' notice or more of the cancellation, the Provider will not charge the Council for the cancelled visit(s).
62	Waivers
62.1	Failure of either party to this Contract to enforce at any time or for any period of time any of the provisions of this Contract 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.
63	Co-operation With Healthwatch
63.1	The Provider will comply with the requirements of The Health and Social Care Act 2012 and the regulations and requirements for Healthwatch England and Local Healthwatch.
64	Publicity
64.1	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.
64.2	The Provider or its employees should not make, publish, or disseminate racist, sexist, discriminatory or other offensive or abusive comments, as those views can then be connected (tangentially or directly) to or even construed to be views accepted or even supported by South Gloucestershire Council.
64.3	The Provider or its employees should not make political comment or utilise any funding provided to it by the council that could be deemed to be in contravention of Section 2 of the Local Government Act 1986, which prohibits the publication of material which appears designed to affect support for any political party, or to give

	financial or other assistance for the publication of such material. The council cannot spend or be seen to spend public money (directly or indirectly) to promote (or denigrate) any political party. This includes public spending via commissioned services.
65	Disclosure of Information - Publicity
65.1	The Council may publicise (including on its web site, or contracts register) information relating to this Contract provided always that in so doing it will not disclose material which is genuinely confidential or commercially sensitive. Such information may include but shall not be restricted to the following: the terms of this Agreement, the Provider's contact details, the contract value and duration, the invitation to tender documents and payments made to the Provider under the contract.
66	Modern Slavery and Terrorism
	The Provider represents and warrants that it is compliant with its obligations under the Modern Slavery Act 2015 and that neither the Provider nor any of its officers, employees or other persons associated with it:-
66.1	<p>66.1.1 has been convicted of any offence involving slavery and human trafficking</p> <p>66.1.2 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</p>
66.2	<p>The Provider shall implement due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.</p> <p>66.2.1 The Provider shall use all reasonable endeavours to adhere to the principles of the 'Prevent' strategy under the Counterterrorism and Security Act 2015</p> <p>66.2.2 The Provider 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.</p>
67	Entire Agreement
67.1	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 others employees, representatives or agents and this Agreement supersedes any prior agreement between the parties.
68	Protection of Service Users
68.1	If the Provider suspects that a crime has been committed against a child or vulnerable adult, or there is an immediate risk to a child or vulnerable 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.

69	Placement Process
69.1	Please see Appendix 3
70	Social Value
70.1	During the tender process, the provider will select relevant social value, Targets, Outcomes and Measures (TOMS) and once accredited onto the framework these will be included in the annual monitoring process.
70.2	<p>Social Value outputs will be monitored accordingly:</p> <ul style="list-style-type: none"> Where a provider is commissioned to the total value of more than £75K, South Gloucestershire Council has a legal duty to understand added social value. Providers will select the most relevant TOMS to the contract and submit data according to these. (Please note, social value data submitted must be relevant to this contract and not organisational/general data submission.) Where a provider is commissioned to the total value of under £75K, there is no obligation to make a social value submission, however South Gloucestershire Council wishes to include Social Value monitoring for all providers, irrelevant of the total of commissioned services.

Appendices

Appendix 1

Schedule 1 (Purchase Order)

An Example Schedule 1/Purchase Order has been included below, however when it is agreed to commission an individual's service with a provider a specific Schedule 1/Purchase Order will be sent to the provider by the brokerage team to confirm the support to be provided.



Schedule 1 - Purchase Order Exam

SCHEDULE 2

NAME OF COMPANY:

PRICE SCHEDULE from 1st September 2023 until the first Monday after the price review date in 2024. Rates below are only applicable to the Services that the Provider and Council have agreed to be provided as part of the Framework and not all of the Services detailed below.

	Service Description	Service Time	Price
COMMUNITY BASED SUPPORT			
HOURLY RATES			
1	Hourly rate for all services all days (including bank holidays)	Mon - Sun (inclusive) 7.00am - 11.00pm	£ Per Hour
3	Sleeping Night - an 8 hour shift at one location, where the support worker may be woken on occasion.	Mon - Sun (inclusive) 11.00pm - 7.00am	£ Per Night
4	Waking Night – an 8 hour shift at one location, where the support worker is expected to remain awake throughout the shift.	Mon - Sun (inclusive) 11.00pm - 7.00am	£ Per Night
DAY SERVICES			
HALF-DAY SESSION RATE			
1	Half-Day Session Rate for all services for all days (including bank holidays if open)	Mon - Sun (inclusive) 7.00am - 11.00pm	£ Per Half Day Session
MENTORING SERVICES			
HOURLY RATES			
1	Hourly rate for all services all days (including bank holidays)	Mon - Sun (inclusive) 7.00am - 11.00pm	£ Per Hour
SUPPORTED LIVING SERVICES			
HOURLY RATES			
1	Hourly rate for all services all days (including bank holidays)	Mon - Sun (inclusive) 7.00am - 11.00pm	£ Per Hour
2	Hourly rate for all services after 11pm or commencing before 7am all days (including bank holidays)	Mon - Sun (inclusive) 11.00pm - 7.00am	£ Per Hour
3	Sleeping Night - an 8 hour shift at one location, where the	Mon - Sun (inclusive)	£

	worker may be woken on occasion.	11.00pm – 7.00am	Per Night
4	Waking Night – an 8 hour shift at one location, where the worker is expected to remain awake throughout the shift.	Mon – Sun (inclusive) 11.00pm – 7.00am	£ Per Night
5	Shared Support Services – Total number of Support Worker hours in the day (split between day and night shifts) divided by the number of individuals living together. Hourly Rates above to be used to agree this costing area.		Variable depending on the supported living scheme and to be agreed with the Specialist Team & Brokerage Team in the Partnerships and Commissioning Department of the Council.

NOTE: Mileage and other travel costs

Not all services commissioned require the provider to provide transport and the Council expects Providers to take this into account when setting their hourly rate. Should an individual require transport as part of their care and support package then they would need to be agreed on a case by case basis through their allocated social workers. Should an individual request to use staff/support workers cars for their support hours then this would need to be arranged to be paid through the individual’s own funds unless agreed through their care and support plans. Providers should be promoting individuals to access the community local to them via travel on foot or the use of public transport. Should an individual have their own Motability car that is available for them to use, discussion should take place with the individual, their representatives and social worker to discuss the best use of the Motability car to support the individual to meet their outcomes as per their Local Authority Care and Support Plan.

The Council reserves the right to request additional information from Providers regarding how their hourly rate has been calculated.

Appendix 3:

SPECIALIST PROVIDER SERVICES REFERRALS PROCESS FOR ALL ADULT PLACEMENTS



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SCHEDULE 3

SERVICE SPECIFICATION

Specialist Provider Framework



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Schedule 3 Service Sp