

SCHEDULE 3

THE COUNCIL'S POLICY STATEMENTS

THE COUNCIL'S EQUAL OPPORTUNITIES POLICY STATEMENT

The Council believes in openness and equality in our dealings with each other and in the way we provide services to members of the community. Every individual is entitled to dignity and respect. Care for the users of our services goes hand in hand with care for our employees. The Council aims to ensure that all groups and individuals within the community are given full opportunity to benefit from the services and job opportunities it provides. No service user or potential service user, employee or potential employee will be discriminated against because of trade union activities, or any protected characteristic listed in the Equality Act 2010: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation. More information is available in the Council's Equalities & Inclusion: Our commitment to you statement which can be found at:

[The council's equality and inclusion commitment to you - Suffolk County Council](#)

TRANSLATION AND INTERPRETING

The Council is committed to providing equitable, effective and proportionate access to its services to all who need it regardless of their ability to communicate due to lack of or limited proficiency in English and/or hearing related sensory difficulties.

The Council expects and requires that the Service Provider will ensure equal access to the Services they provide on behalf of the Council by way of ensuring that interpreters and translators are made available when needed.

THE COUNCIL'S WHISTLEBLOWING PROCEDURE

The provider will need to develop a Whistleblowing Policy, in line with the Council's Whistleblowing Procedure, review this on an annual basis and make the policy available to the Contract Manager.

The Council's Whistleblowing Procedure is available:

[Fraud and corruption - Suffolk County Council](#)

EQUALITIES ACT 2010 (EA 2010)

All works carried out on behalf of the Council must be EA 2010 compliant.

MODERN SLAVERY ACT 2015

[Modern slavery statement - Suffolk County Council](#)

[Modern Slavery - Suffolk County Council](#)

SCHEDULE 4

PRICE AND PAYMENT SCHEDULE

1. Definitions

“Council Contribution”	means the financial contribution per week, which the Council will make to the Provider.
“Individual Placement Contract”	means the individual agreement between the Council and the Service User that sets out the Total Price and how it is calculated
“Service User’s Contribution”	means the financial contribution per week, if any, which the Service User after assessment by the Council in terms of the National Assistance (Assessment of Resources) Regulations 1992 or any other rule of law is required to make in respect of their residence in the Care Service Provider.
“Registered Nursing Care Contribution”	means the contribution payable by the NHS for registered nursing care
“Third Party Contribution”	means the weekly payment required to be made by a Third Party or the Service User him/herself where legally permitted.
“Total Price”	means the financial contribution per week, made up of the Council’s Contribution , the Service User’s Contribution and where applicable any Third Party Contribution

2. Payment

2.1 The Council shall pay the Service Provider for Services purchased in accordance with Individual Placement Contracts issued by the Council. For new Individual Placement Contracts for services in Suffolk, this will be defined by the Council’s advertised rates as per the Council’s published rates in the Provider’s Handbook (link below), unless otherwise agreed with the Council’s Contract Manager.

[Suffolk Providers Handbook - Suffolk County Council](#)

2.2 The Total Price payable shall be the appropriate price rate detailed in the Individual Placement Contract and is the price expressed in pounds per week that the Service Provider shall receive for the Service. The Total Price includes the Service User contribution, the Council contribution and any other contribution, excluding Funded Nursing Care (FNC).

2.3 The Service Provider shall not be entitled to any payment for the Service other than the Total Price unless agreed with the Council and recorded in the Individual Placement Contract

as a special condition. Any additional services provided need to be agreed before commencement with the Council and will be covered by a separate ISC with payment being made by the usual method.

- 2.4 In the event that the Council has a legal charge or operates a deferred payment on a Service User's property and is funding the Service User until the property is sold and the Service User becomes self-funding, the Service Provider cannot increase their fees retrospectively. A separate negotiation must take place between the Service Provider and Service User or their representative once they become self-funding
- 2.5 For Out of County placements, it is usual for Suffolk County Council to contract at the price agreed by the host Local Authority. Suffolk County Council will also honour any fee increase at the same rate the host Authority agrees with their Service Providers.

3. Procedure for Variation of Total Price

- 3.1 The price rates quoted in The Provider Handbook and the Total Prices recorded in Individual Placement Contracts issued during the current financial year shall remain fixed until the beginning of the next financial year; unless otherwise agreed. Confirmation of rates will be sent in time for changes to be made at the start of the Council's financial year.

[Suffolk Providers Handbook - Suffolk County Council](#)

- 3.2 The price rates and the Total Prices recorded in Individual Placement Contracts shall be reviewed once each year by the following process and in line with clause 13.1 of the Terms and Conditions of Contract:
 - 3.2.1 The Council's proposed Annual Rate Review shall be notified to the Provider by the Council in writing no later than 31st March of that year and will normally be applied in the first pay period of the next Financial Year.
 - 3.2.2 The Provider and the Council shall use all reasonable efforts to agree rates and Total Prices by 1st April of that year. If the Provider is not willing to accept the Council's percentage uplift; it will be expected to provide the Council with such financial and management information as may be needed to allow the Council to reach an informed decision on the Annual Price Review in accordance with Clauses 13 of the Terms and Conditions of Contract.
 - 3.2.3 The new agreed rates shall be fixed for the financial year commencing on 1st April each year and shall be recorded in writing. Total Prices payable and recorded on Individual Placement Contracts shall be adjusted accordingly.
- 3.3 In the event that the level of needs of a Service User change to such an extent that the Service Provider considers that they can no longer be met within the Total Price paid on the Individual Placement Contract, the Service Provider may request a review by the relevant Area Social Work Team. The outcome of the review will determine whether or not the Total Price should be increased to meet the needs of the Service User.
- 3.4 The Provider may be asked by the Council to provide any information to enable the Council to analyse the price for Services.
- 3.5 Payments made against Individual Placement Contracts will be uplifted for the first pay period of the financial year.

4. Payment to Providers

- 4.1 No part of the Total Price shall be payable to the Service Provider in respect of any part of the Service rendered before the Start Date or after the date of termination of the Individual Placement Contract.
- 4.2 If under the arrangements below the Council or any other party pays for days of Service after the date of termination of the Individual Placement Contract, the Service Provider shall refund on request the amount of the Council's contribution, or the other party's contribution(s) paid in respect of days after the date of termination of the Individual Placement Contract. If the sum of money has been outstanding for a period of 3 (three) months or more, then the same may be deducted from any sum due or which at any time may become due to the Council under any contract between the Provider and the Council.
- 4.3 Where the Service User starts receiving a service from the Service Provider before the Service User has been financially assessed and before the amount of the Service User's contribution can be determined then the Council will make payments to the Service Provider on a full fee basis, including the Council contribution, the Service User's contribution and any Registered Nursing Care contribution but not including any Other Agency Contribution. The Council shall collect the amount of the Service User contribution until the Service Provider is notified of the Service User's financial assessment.
- 4.4 When the Service User has been financially assessed and the amount of the Service User's contribution is known, then the Council shall inform the Service Provider in writing at which point the Service Provider shall start to collect the amount of the Service User's contribution from the Service User. If at any time the amount of the Service User's contribution changes the Council shall notify the Service Provider who will collect the revised amount from the date of the change.
- 4.5 At the same time the Council shall inform the Service Provider of the amount of the Council's contribution and shall start to pay this amount to the Service Provider from an agreed date in accordance with this Contract. If at any time the Service User's contribution changes the Council will revise the Council contribution effective from the date of the change.
- 4.6 The Service Provider shall not seek any payment from the Service User or the other agency unless specifically agreed with the Council and notified to the Service Provider in writing.

4.7 The Service User's Contribution

- 4.7.1 It shall be the responsibility of the Service Provider to collect the amount of the Service User's contribution direct from the Service User or his/her representative as notified by the Council. The amount shall be specified in the Individual Placement Contract and cannot be collected in advance if it causes financial hardship to the Service User or their representative.
- 4.7.2 If the Service User or their representative is unable to pay, or refuses to pay, the Service User's contribution, the Service Provider shall use all reasonable efforts to collect it. 'All reasonable efforts' being construed as sending a reminder 1 (one) month after an unpaid invoice was sent and thereafter pursuing the unpaid contribution at a minimum of fortnightly intervals. The Service Provider shall notify the Council, through the appropriate Care Manager if the contribution remains unpaid for a period of 2 (two) months and outline the action taken and proposed to collect the payment. After it is agreed that the Service Provider has used all reasonable efforts to collect it, then the Council will start to pay the amount of the Service

User's Contribution owed to the Service Provider from the date of default by the Service User. If the Service Provider subsequently recovers any of the unpaid Service User's contribution from the Service User, then it shall immediately pay the amount recovered to the Council.

- 4.7.3 The Service User shall not be required to pay from any source including Personal Allowance and/or Welfare benefits received by the Service User for any part of the Service which is deemed to have been included in the Total Price other than in accordance with the Council's financial assessment of the Service User's contribution and set out in the Individual Placement Contract 4.8

The Council's Contribution Process for Payment to Providers

Automatic Payments to Providers

- 4.8.1 Automatic payments is the normally used method of payment. The Council shall pay the amount of the Council's contribution as set out in the Individual Placement Contract direct to the Service Provider in accordance with the following method or as the Council may direct from time to time.

- 4.8.2 The Council will make payments to the Provider based on the following procedure:

4.8.2.1 It is the Council's normal procedure to pay for care services through an Automatic Payments System. The Provider receives an Individual Placement Contract setting out the relevant Service User Contributions or is notified in writing by the Council of the date the assessed payments will commence by Automated Payment System; this will normally occur upon commencement of the care being provided.

4.8.2.2 Payment cannot be set up if the service has not been accredited with the Council. If there is a delay between a Service User receiving the service and the automatic payment being set up this will be taken into account when the first payment is made. The Council elect to transfer the provider to its Provider Finance Portal with no less than three months' notice during which the Council will provide appropriate training and support.

4.8.2.3 The Provider shall notify the Council immediately, in writing, of any changes to the nominated bank account.

4.8.2.4 The Council will send an electronic remittance advice note in respect of each payment made by the Council to the Provider. This will detail the name(s) of the Service User(s), the period covered by the payment and the amount paid for each Service User. The Council is only able to electronically forward this advice to one e- mail account. This remittance advice may be provided through the Provider Finance Portal where applicable.

4.8.2.5 The 4 weekly invoice periods schedule can be found online in the Providers Handbook, Contract Toolkit

[Provider contracts toolkit - Suffolk County Council](#)

4.8.2.6 Payment shall be made by the Council to the Provider on dates specified by the Council and shall initially cover 28-day periods commencing on a Monday using the Bankers Automated Credit System (BACS). The Council reserves the right to alter payment dates and

payment periods. The Council will provide details of the operation of the Automated System to the Provider on accreditation only; further copies will be provided on request.

4.8.2.7 Payments by the Council to the Provider will be made via BACS to a bank notified in writing by the Provider to the Council.

Invoiced Payments to Providers

4.9 Where the Provider is unable to register on the automated payments system, the Council can make payments to the Provider against presentation of a correct invoice. The council may elect to transfer the provider to either form automated payments with no less than three months' notice during which the Council will provide appropriate training and support.

4.9.1 The Provider shall notify the Council immediately, in writing, of any changes to the nominated bank account.

4.9.2 The Council will send an electronic remittance advice note in respect of each payment made by the Council to the Provider. This will detail the name(s) of the Service User(s), the period covered by the payment and the amount paid for each Service User. The Council is only able to electronically forward this advice to one e-mail account. This remittance advice may be provided through the Provider Finance Portal where application.

4.9.3 The four weekly invoice periods schedule can be found online in the Providers Handbook.

4.9.4 Payment shall be made by the Council to the Provider on dates specified by the Council and shall initially cover 28-day periods commencing on a Monday using the Bankers Automated Credit System (BACS). The Council reserves the right to alter payment dates and payment periods.

4.9.5 Payments by the Council to the Provider will be made via BACS to a bank notified in writing by the Provider to the Council.

4.9.6 Over and underpayment for services will be handled in accordance with the Council's published protocol for under and over payment. This is available at the following link: <https://www.suffolk.gov.uk/asset-library/imported/D14-ACS-Protocol-for-Over-and-Underpayments-to-Providers.pdf>

The Third-Party Contribution

4.10 The third-party contribution is the amount stated in the Individual Placement Contract provided by a party not the Council or the Service User towards the payment of the Total Price. Certain Service Users may top up from their disregarded capital or income. Service Users who can top up are those subject to a 12 (twelve) week property disregard or those on a deferred payment arrangement, within the meaning of The Care and support (Charging Assessment of Resources) Regulations 2014.

4.10.1 A Service User may choose, if available, a placement at a price higher than the Council would normally pay for a person with his/her assessed needs. The Council, however, is not under any obligation to meet the additional cost.

4.10.2 It shall be the responsibility of the Service Provider to collect the third-party contribution direct from the third party. 4.10.3 The third-party contribution shall be the subject of an agreement between the Council and the third party. Any request for an increase to the top up will be applied for through the appropriate Area Team.

4.10.4 The third-party contribution is an amount to meet the difference between the price that the Council would normally expect to pay and the actual higher price charged by the Service Provider.

4.10.5 If the third party does not pay the third-party contribution, then the Service Provider shall notify the Council on the next Working Day following the day that payment was due. The Council shall have the right to terminate the Individual Placement Contract immediately on giving Notice in writing to the Service Provider.

4.10.6 For the avoidance of doubt if there is an increase or decrease in the difference between the Total price and the Council's contribution then the third-party contribution cannot be amended without the prior agreement of the Council, payer and Service Provider.

4.11 Contribution from another Agency

4.11.1 The contribution from another agency is the amount stated in the Individual Placement Contract provided by an agency other than the Council or the Service User towards the payment of the Total Price.

4.11.2 It shall be the responsibility of the Council to collect the Other Agency contribution direct from the Agency.

4.11.3 The Other Agency contribution shall be the subject of an agreement between the Council and the Other Agency.

4.12 Funded Nursing Care Contribution (FNC)

4.12.1 The funded nursing care contribution (FNC) is the amount stated on the Individual Placement Contract determined by an NHS registered nurse using the FNC tool and paid to the Service Provider as part of the Total Price or host authority practice. The FNC may include an allowance for continence aids if the Service User is assessed as needing this service.

4.13 Temporary Absence

Residential and Nursing Care Services

4.13.1 The Provider will notify the Council of any permanent or temporary absence

4.13.2 In the case of temporary absence from the Care Home for any reason and until the Service User returns or until such time as the Individual Placement Contract is terminated, the payment by the Council to the Provider will be the same as if the Service User was continuously residing at the Care Home, the payment by the Council to the Provider will be the same as if the Service User was continuously residing at the Care Home.

In the cases of long-term, absences, the provider must discuss the implications of the service user return with the Contract Manager. Where long term is defined as more than 4 weeks.

- 4.13.3 In the absence of the Service User, any additional hours that were agreed to support the Service User's placement will cease immediately. Any other Services which are the financial responsibility of the Service User, will also cease immediately.
- 4.13.4 The Provider and Council may not let or otherwise use the accommodation during any temporary absence.
- 4.13.5 Where a Service User becomes absent (for a continuous period) from the care of the Provider for more than 42 days (or such other period agreed between the parties) the Individual Placement Contract will be reviewed at monthly intervals. The Provider will keep the Council informed of absences in excess of 7 days.

Homecare Services

- 4.13.6 The Provider will immediately notify the Council of any permanent or temporary absence.
- 4.13.7 In the event of an unplanned absence where the Provider has made best endeavours to attend, and the Service User is absent or refuses the visit then full payment for that visit will be made.
- 4.13.8 In all instances of temporary absence, including hospital admission, the IPC will be suspended until the Service User returns and the IPC is reinstated.
- 4.3.9 In the instance of a hospital admission, if there is a fundamental change to the Service User's needs to facilitate hospital discharge; the service will either be an updated reinstatement to the current provider, a reablement service provider or onto the waiting list to an alternative provider.

Extra Care Services

- 4.13.10 The Provider will notify the Council of any permanent or temporary absence
- 4.13.11 In the case of temporary absence from the Extra care Service for any reason until the Service User returns or until such time as the Individual Placement Contract is terminated, the Council will continue to pay the Wellbeing charge
- In the event of an unplanned absence where the Provider has made best endeavours to attend, and the Service User is absent or refuses the visit, the full payment for that visit will be made.
- 4.13.12 In the absence of the Service User, care and support hours that were agreed for the Service User in the Individual Placement Contract, will cease immediately (eg personal care, 1:1 hours). Any other Services which are the financial responsibility of the Service User, will also cease immediately.
- 4.13.13 The Provider may not let or otherwise use the accommodation during any temporary absence.

Day Services

- 4.13.14 The Council shall notify the Provider by telephone if it becomes aware that a Service User will not be attending the Service and the Council shall also give written confirmation to the Provider where this is requested. Where the Provider has been advised in advance of the planned absence by either the Council or Service User or their representative, the Provider will not invoice the Council for this session/s.
- 4.13.15 The Provider will contact Customer First immediately where the reason for a Service Users non attendance is unknown. This contact may be made by either telephone or email.

- 4.13.16 The Council shall, in the case of any unplanned absence, pay the full price for the first 24 hours only of the Service User's non-availability or non-attendance for receipt of this service. Notice of absences must be given prior to 12:00 o'clock midday on the day preceding the absence, instances of late notification will also be deemed as an unplanned absence.
- 4.13.17 In circumstances where a Service User does not attend the service the Individual Placement Contract will be immediately suspended and will resume on the return of the Service User. Where the Council or the Provider determines that the length of non-attendance by the Service User requires the Individual Placement Contract to be terminated each will notify the other of this action.
- 4.13.18 If the Provider does not so notify the Council and the Council makes payment for any period when the Service User is not receiving the Service, the Provider shall repay any such payment to the Council. The Council shall be entitled to deduct the same from any other sum(s) due to the Provider, or otherwise to recover any such payment as a debt to the Council, without prejudice to any other remedies available under this Contract.
- 4.13.19 In the case of any unplanned absence and if the Provider has not received advanced notification by the Service User or a Service User's representative, the Council shall pay the full price for the first 24 hours only of non-availability or non-attendance for receipt of this service.

5. Additional Services

- 5.1 The Service Provider may charge the Service User for any facility not included in the Service, such as the provision of hairdressing, dry cleaning services or outings ("Extras") provided that these have been agreed with the Council and the Service User and recorded in the Individual Placement Contract. The Service Provider shall ensure that all Extras are notified to the Service User, or their legal representative where the service user lacks capacity, at the outset of the placement and recorded in the Individual Placement Contract.
- 5.2 The Service User, or their legal representative, shall be personally liable for any charge made for Extras and the Service Provider shall be responsible for recovering any charges direct from the Service User. The Council shall not be liable for payment of these charges.
- 5.3 The provision of continence aids to the Service User shall never be an Extra.

6. Total Price

The Total Price of the Service is expressed in pounds per week and where the Service is provided for less than a week the price for the part week shall be calculated by dividing the Total Price by 7 (seven) and multiplying the result by the number of days in the part week that the Service is provided. The end date of a placement is deemed to be the last day on which the Service User is in the Service Provider beyond 12 (twelve) noon.

SCHEDULE 5

TENDER RESPONSE DOCUMENT

NOT USED

SCHEDULE 6

COPY CONTRACT AWARD LETTER AND OTHER RELEVANT CORRESPONDENCE

NOT USED

SCHEDULE 7

FORM OF PARENT COMPANY GUARANTEE

NOT USED

IF **NOT REQUIRED** PRIOR TO THE COMMENCEMENT OF THE CONTRACT THEN THIS FORM OF PARENT COMPANY GUARANTEE WILL REMAIN IN THE CONTRACT.

If **REQUIRED** PRIOR TO THE COMMENCEMENT OF THE CONTRACT THEN COMPLETED SIGNED PARENT COMPANY GUARANTEE (IF APPLICABLE) TO BE INSERTED HERE UPON AWARD

Dated:

INSERT GUARANTOR'S NAME

and

SUFFOLK COUNTY COUNCIL

PARENT COMPANY GUARANTEE

PARENT COMPANY GUARANTEE

THIS DEED is made the xx day of xx

BETWEEN:

- (1) [INSERT GUARANTOR'S NAME] ("the Guarantor") of [address] (Company Registration number []); and
- (2) SUFFOLK COUNTY COUNCIL of Endeavour House, Russell Road, Ipswich, Suffolk, IP1 2BX ("the Council")

WHEREAS:

- (A) The Council and [] ("the Service Provider") have entered into the Contract for [] dated [] 20[], such agreement as amended from time to time is hereinafter referred to as the "Agreement"
- (B) It was a term of the said Deed of Contract that a Parent Company Guarantee should be procured in respect of the Services
- (C) The Service Provider is a subsidiary company of the Guarantor
- (D) The Guarantor has agreed to guarantee the due performance of the Service Provider's obligations under the agreement and any document entered into pursuant thereto.

NOW IT IS HEREBY AGREED AS FOLLOWS:

IN CONSIDERATION of the sum of ONE POUND (£1.00) (receipt whereby is hereby acknowledged by the Guarantor):

- (1) The Guarantor hereby covenants as a primary obligation with the Council that the Service Provider shall at all times duly perform and observe all the obligations on its part contained in the Agreement or any document entered into pursuant to the Agreement ("the guaranteed obligations").
- (2) The Guarantor hereby unconditionally and irrevocably guarantees to the Council that if any sums are due and payable to the Council by the Service Provider pursuant to the terms of the Agreement and there is any default in any payment of such sum the Guarantor shall forthwith on first demand by the Council unconditionally pay to the Council in full the monies which are due and payable to it and unpaid by the Service Provider together with all reasonable costs and expenses which the Council may incur in enforcing this Guarantee.
- (3) The Guarantor hereby unconditionally and irrevocably undertakes to compensate the Council for and against all damages, costs, claims, losses, demands, liabilities and expenses which may be suffered or incurred by the Council by reason of any default on the part of the Service Provider in performing and observing the terms and conditions of the Agreement to the extent such default relates to the Services provided under the Agreement and which are payable by the Service Provider pursuant to the terms of the Agreement.
- (4) The Guarantor has agreed to guarantee the due performance of the Service Provider's guaranteed obligations under the Agreement and any document entered into pursuant thereto.

- (5) The Council shall first demand payment from the Service Provider before enforcing the terms of this guarantee and after the expiry of 21 days from such demand the Guarantor shall then be treated in all respects as being jointly and severally liable with the Service Provider for all liabilities, obligations and undertakings of the Service Provider as provided in the Agreement. The Guarantor shall not be discharged or released from this guarantee nor shall its liability under this guarantee be diminished, affected or impaired by any agreement, conduct or forbearance between or afforded to the Service Provider by the Council or by any alterations in the obligations imposed on the Service Provider by the Agreement or by any variations agreed to the Agreement whether or not such matters are with or without the Consent of the Guarantor.
- (6) If any monies shall become payable under or in respect of this guarantee the Guarantor shall not, so long as any monies due and payable by the Service Provider to the Council under the terms of the Agreement remain unpaid:
- (a) in respect of the amounts paid by the Guarantor under this guarantee seek to enforce repayment by subrogation or otherwise;
 - (b) in the event of the insolvency, winding up, liquidation or dissolution of the Service Provider prove in competition with the Council in respect of any monies owing to the Guarantor by the Service Provider on any account whatsoever but will give to the Council the benefit of any such proof and of all monies to be so received in respect thereof.
- (7) All demands made by the Council under this guarantee shall be sent to the Company Secretary of the Guarantor at the address set out above or such other address as may be notified by the Guarantor to the Council. Such demand shall be deemed to have been made and received by the Guarantor:
- (a) if delivered by hand, at the time of delivery; or
 - (b) if sent by first class mail on the next business day after the date of posting;
- For the purpose of this clause, “business day” means any day other than a Saturday, Sunday or a day which is a public holiday in place both of dispatch and address of the notice.
- (8) No failure to exercise and no delay in exercising on the part of the Council any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any right, power or privilege. The rights and remedies provided herein are cumulative and not exclusive of any right or remedies provided by law.
- (9) The Guarantor hereby warrants to the Council that it has full power and authority to enter into and perform its obligations under this guarantee and is not subject to any agreement or impediment which would prevent it entering into this guarantee or reduce the effectiveness of this guarantee to the Council.
- (10) This guarantee shall be binding upon the Guarantor’s successors in title.
- (11) This guarantee shall remain in full force and effect notwithstanding any change in the constitution of the Guarantor, the Service Provider or the Council.
- (12) This guarantee shall be governed by and construed in all respects in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this guarantee.

DATED this

IN WITNESS whereof the Guarantor and the Council have executed this guarantee as a deed on the date set out above:

Executed as a deed by:

[Provider Name]

Director Signature

Print Name

Director Signature

Print Name

The Common Seal of
SUFFOLK COUNTY COUNCIL
was affixed to this Deed in the presence of:

.....

SCHEDULE 8

FORM OF PERFORMANCE BOND

NOT USED

IF **NOT REQUIRED** PRIOR TO THE COMMENCEMENT OF THE CONTRACT THEN THIS FORM OF PERFORMANCE BOND WILL REMAIN IN THE CONTRACT.

IF **REQUIRED** PRIOR TO THE COMMENCEMENT OF THE CONTRACT THEN COMPLETED SIGNED PERFORMANCE BOND LETTER WILL BE INSERTED HERE UPON AWARD

THIS GUARANTEE BOND is made as a Deed **BETWEEN** the following parties whose names and addresses are set out in the Schedule to this Bond (the "Schedule").

- (1) The "Provider" as principal.
- (2) The "Guarantor" as guarantor, and
- (3) The "Council"

WHEREAS

- (1) By a contract ("the Contract") entered into or to be entered into between the Council and the Provider particulars of which are set out in the Schedule the Provider has agreed with the Council to execute Services ("the Services") upon and subject to the terms and conditions therein set out.
- (2) The Guarantor has agreed with the Council at the request of the Provider to guarantee the performance of the obligations of the Provider under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2.

NOW THIS DEED WITNESSES as follows:-

1. The Guarantor guarantees to the Council that in the event of a breach of the Contract by the Provider, the Guarantor shall subject to provisions of this Guarantee Bond satisfy and discharge the damages sustained by the Council as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and taking into account all sums due or to become due to the Provider.
2. The maximum aggregate liability of the Guarantor and the Provider under this Guarantee Bond shall not exceed the sum set out in the Schedule (the "Bond Amount") but subject to such limitation and to clause 4 the liability of the Guarantor shall be co-extensive with the liability of the Provider under the Contract.
3. The Guarantor shall not be discharged or released by any alteration of any of the terms, conditions and provisions of the Contract or in the extent or nature of the Services and no allowance of time by the Council under or in respect of the Contract or the Services shall in any way release, reduce or affect the liability of the Guarantor under this Guarantee Bond.
4. Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach has been made upon the Guarantor before Expiry.

5. The Provider having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Council or the Guarantor against the Provider) to perform and discharge the obligations on its part set out in the Contract.
6. This Guarantee Bond and the benefits thereof shall not be assigned without prior written consent of the Guarantor and the Provider.
7. The Guarantee Bond shall not confer any benefit upon and no term hereof shall be enforceable by any person under or by virtue of the Contracts (Rights of Third Parties) Act 1999.
8. This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

THE SCHEDULE

The Provider: **[NAME]**
(Registered No. [xx])

Whose Registered Address is at: [xx]

The Guarantor: [xx]
(Registered No. [xx])

Whose Registered Address is at: [xx]

The Council: **SUFFOLK COUNTY COUNCIL**

Whose Registered Address is at: Endeavour House, Russell Road, Ipswich, Suffolk, IP1 2BX

The Contract A contract to be entered into between the Council and the Provider for the [xx] for the estimated sum of £[xx] per annum commencing on [xx] for a period of xx

The Bond Amount The sum of £[xx] ([] POUNDS)

The Expiry Date (26 Weeks after contract Termination or Expiry)

IN WITNESS whereof the Provider and the Guarantor have executed and delivered this Guarantee Bond as a Deed this day of 20[]

EXECUTED AND DELIVERED as a deed by:

[Provider Name]

Director Signature
Print Name

Director Signature
Print Name

EXECUTED AND DELIVERED as a deed by

[Bondsman Name]

Attorney Signature

OR Executed Under Seal

THE COMMON SEAL OF:

[.....]

was affixed to this Deed in the presence of:

THE COMMON SEAL OF:

[.....]

was affixed to this Deed in the presence of:

SCHEDULE 9

EXIT PLAN

The Parties shall comply with the following provisions:

1. General Assistance

The Provider shall provide reasonable assistance to the Council, its service providers and the Service Users during the migration process, such assistance to be provided at the Provider's sole expense. The Provider agrees to ensure that such handover is smooth, efficient and at all times in the best interests of Service Users.

2. General Data

In respect of all of the Personal Data and Council Data held by it, the Provider shall transfer to the Council, or a third party nominated by the Council, all such Personal Data and Council Data. Such transfer shall be made in an industry standard format as agreed between the parties (acting reasonably) at such dates and times as the Council may require including (without limitation) on a staggered basis in advance of the actual date of termination or expiry including for testing purposes. The Provider shall subsequent to the expiry or termination of this Contract remove all Council Data and Personal Data from its systems and those of members of its group, save as required by Law or any competent authority.

3. Payment information

In respect of any Personal Data and Council Data held by a provider of payment processing services, the Provider shall procure the transfer to a third party nominated by Council which is PCI-DSS compliant the Personal Data and Council Data which comprises the payment data. Such transfer shall be made in an industry standard format as agreed between the parties (acting reasonably) and the relevant third-party payment processor at such dates and times as the Council may reasonably require. The Provider shall use best endeavours to procure that all such Personal Data and Council Data is removed from the systems of the provider of payment processing services subsequent to the expiry or termination of this Contract, save for as required by Law or any competent authority.

4. Intellectual Property

The Provider shall provide to the Council, or shall destroy, all the Council's Intellectual Property Rights in its possession at the direction of the Council at such dates and times as the Council may require. For the avoidance of doubt this includes (without limitation) all materials, content, artwork, and other physical and digital elements of the Services and relating to the Contract whether provided by the Council or developed in the course of performance of this Contract. The Provider will also at the request of the Council provide the Council with novation's of any third-party licence agreements entered by it.

5. Disputes

Any disputes between the parties arising in relation to the operation of the Exit Plan shall immediately be referred to the dispute resolution process in Clause 40 of the Conditions of Contract

6. Any bespoke migration/exit issues

SCHEDULE 10

TUPE AND PENSIONS SCHEDULE

NOT USED

Introduction

The Parties agree to comply with their respective obligations in accordance with this Schedule 10 together with the remainder of the Contract and:

- (a) in the circumstances of the transfer of any Transferring Employees where there is a TUPE transfer from the Council or other public sector body to the Provider then the provisions of Clause A below shall apply with regards to those employees;
- (b) in the circumstances of the transfer of any Transferring Employees and/or Transferring Original Employees where there is a TUPE transfer from a Former Provider (or other contractor) to the Provider where ex-Council or public sector staff are involved then the provisions of Clause B below shall apply with regards to those employees; and
- (c) in the circumstances of the transfer of any Transferring Employees and/or Transferring Original Employees where there is a TUPE transfer from a Former Provider (or other contractor) to the Provider where ex-Council or public sector staff are not involved then the provisions of Clause C below shall apply with regards to those employees;

For the avoidance of doubt, different Transferring Employees and Transferring Original Employees may fall into the different categories set out above depending upon their individual circumstances; notwithstanding this, the Provider shall ensure that where TUPE applies that it shall meet its statutory obligations (including the TUPE Regulations and the LGPS Regulations) as well as its contractual obligations under this Schedule 10 and the remainder of the Contract.

TUPE transfer from the Council or other public sector body to the Provider

A.1. Application of TUPE

- A.1.1. The Parties agree that the provisions of the TUPE Regulations will apply to this Contract.
- A.1.2. The Parties agree that, where the identity of a Provider of any of the Service is changed pursuant to this Contract (including on expiry of the Contract Period), the change shall constitute a Relevant Transfer.
- A.1.3. On the occasion of a Relevant Transfer, the Provider shall comply with its obligations under the TUPE Regulations and the Directive in respect of the Transferring Employees.

A.2. Emoluments and Outgoings

- A.2.1. The Provider shall be responsible for all emoluments and outgoings in respect of the Transferring Employees, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the date of any Relevant Transfer.

A.3. Pensions

- A.3.1. The Provider shall or shall procure that any relevant sub-contractor shall ensure that all Eligible Employees are offered Appropriate Pension Provision with effect from the Relevant Transfer date up to and including the date of the expiry or earlier termination of this Contract.
- A.3.2. The provisions of Clauses A.3, A.4 and A.5 shall be directly enforceable by an affected employee against the Provider or any relevant sub-contractor and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by the Provider or sub-contractor under those Clauses in his/her own right under Section 1(1) of the Contracts Rights of Third Parties Act 1999.

A.4. Admitted Body Status to the Local Government Pension Scheme

- A.4.1. Where the Provider or its sub-contractor (subject to Secretary of State approval for a sub-contractor to become an admitted body) wishes to offer the Eligible Employees membership of the LGPS, the Provider shall or shall procure that it and/or each relevant sub-contractor shall enter into an Admission Agreement to have effect from and including the Relevant Transfer date. The Provider or sub-contractor will bear the cost of any actuarial assessment required in order to assess the employer's contribution rate, Pension Bond value and to establish an opening funding position to be used as the basis for future actuarial valuations, in respect of any Eligible Employee who elects to join the LGPS on or after the Relevant Transfer date.
- A.4.2. The Provider shall indemnify and keep indemnified the Council and/or any Replacement Provider and, in each case, their sub-contractors, from and against all direct losses suffered or incurred by it or them, which arise from the delayed execution of and/or any breach by the Provider or its sub-contractor of the terms of the Admission Agreement, to the extent that such liability arises before or as a result of the termination or expiry of this Contract.
- A.4.3. The Provider shall and shall procure that it and any of its sub-contractors shall prior to the Relevant Transfer date, obtain any indemnity or Pension Bond required in accordance with the Admission Agreement. The Provider or its sub-contractor will bear the cost of any actuarial assessment required in order to assess the value of the Pension Bond or guarantee, including costs associated with revaluations.

A.5. Provider Pension Scheme

- A.5.1. Where the Provider or its sub-contractor does not wish to or is otherwise prevented from offering all or some of the Eligible Employees membership or continued membership of the LGPS, the Provider shall or shall procure that any relevant sub-contractor shall offer the Eligible Employees membership of an occupational pension scheme with effect from the Relevant Transfer date. Such an occupational pension scheme must be:
- A.5.1.1. established no later than three (3) months prior to the date of the Relevant Transfer; and
 - A.5.1.2. certified by the GAD as providing benefits that are broadly comparable or equivalent to (as appropriate) to those provided by the Legacy Scheme, and the

Provider shall produce evidence of compliance with this Clause A.5 to the Council prior to the date of the Relevant Transfer.

A.6. The Council's actuary shall determine the terms for bulk transfers from the LGPS to the Provider's scheme following the Relevant Transfer date and any subsequent bulk transfers on termination or expiry of this Contract. The actuarial fees associated with the determination of terms for bulk transfers from the LGPS will be payable by the Provider.

A.7. The Provider shall and shall procure that each relevant sub-contractor shall:

A.7.1. maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Eligible Employees);

A.7.2. promptly, and in any event within ten (10) Working Days, provide to the Council such documents and information mentioned in Clause A.7.1, which the Council may reasonably request in advance of the expiry or termination of this Contract; and

A.7.3. fully cooperate (and procure that the trustees of the Provider's scheme shall fully cooperate) with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any sub-contractor in the provision of the Services on expiry or earlier termination of the Contract.

A.8. Provider to inform the Council of any measures

A.8.1 The Provider shall within twenty (20) Working Days of receiving a request from the Council, provide the Council with any information which is reasonably necessary concerning any measures (within the meaning of the TUPE Regulations and the Directive) that the Provider intends to take in relation to any Transferring Employee.

A.9. Indemnities

A.9.1. The Provider shall indemnify the Replacement Provider from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee arising out of the employment of such employee provided that this arises from any act, fault or omission of the Provider on or after the date of the Relevant Transfer.

A.9.2. The Provider shall indemnify the Council from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee arising out of the employment of such employee and/or their access to the LGPS provided that this arises from any act, fault or omission of the Provider on or after the date of the Relevant Transfer.

A.9.3. The Provider shall indemnify and hold harmless the Former Provider and/or any Replacement Provider from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider) in respect of all or any of the Transferring

Employees arising from or connected with any failure by the Provider to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.

- A.9.4. The Provider shall indemnify and hold harmless the Council from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider in respect of all or any of the Transferring Employees) arising from or connected with any failure by the Provider to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.
- A.9.5. The Council shall not be liable under this Clause A in the event that:-
- A.9.5.1. any information provided in Annex One (Transferring Employees) for the purpose of the TUPE Regulations transpires to be inaccurate;
 - A.9.5.2. any employee of the Provider who has transferred to the Provider's employment under the TUPE Regulations brings a claim against the Provider that relates wholly or partially to his or her employment with the Provider; and/or
 - A.9.5.3. at the end of the Contract Period, if the Provider does not secure a further contract with the Council.

A.10. Sub-contractors

- A.10.1. In the event that the Provider enters into any sub-contract in connection with this Contract, it shall impose obligations on its sub-contractor on the same terms as those imposed on it pursuant to this Clause A.
- A.10.2. The Provider authorises the Council to use all the information provided in relation to the sub-contract referred to in Clause A.10.1. for the purposes of its business or for informing any potential tenderer for the Services or any part thereof and shall enable and assist the Council and such other persons as the Council may determine to communicate with and meet the Staff and their trade unions or other employee representatives or staff associations as when and where the Council may determine.
- A.10.3. The Council shall treat such information as Confidential Information, save as required by Law, and save that it shall be at liberty to disclose the same (on the like terms as to confidentiality) to any person invited to tender for the provision of the Service in succession to the Provider.
- A.10.4. The Provider warrants that until the handover on the Relevant Transfer Date of the Transferring Employees to the Replacement Provider in accordance with the provisions of this Clause A, it shall provide sufficient Staff to cover provision of the Services and failure to comply with the provision of this Clause shall result in a substantial breach of Contract by the Provider and the Provider shall indemnify the Council against any liability arising from failure to comply with this Clause A.10.4. For the avoidance of doubt, this Clause A.10.4. is without prejudice to any other remedies available to the Council whether under this Contract or otherwise.

TUPE transfer from the Provider to the Provider where ex Council or public sector staff are involved

B.1. Application of TUPE

- B.1.1. The Parties agree that the provisions of the TUPE Regulations will apply to this Contract.
- B.1.2. The Parties agree that, where the identity of a Provider of any of the Service is changed pursuant to this Contract (including on expiry of the Term), the change shall constitute a Relevant Transfer.
- B.1.3. On the occasion of a Relevant Transfer, the Provider shall comply with its obligations under the TUPE Regulations and the Directive in respect of the Transferring Employees and the Transferring Original Employees.

B.2. Emoluments and Outgoings

- B.2.1. The Provider shall be responsible for all emoluments and outgoings in respect of the Transferring Employees and the Transferring Original Employees, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the date of any Relevant Transfer.

B.3. Pensions

- B.3.1. The Provider shall or shall procure that any relevant sub-contractor shall ensure that all Eligible Employees are offered Appropriate Pension Provision with effect from the Relevant Transfer date up to and including the date of the expiry or earlier termination of this Contract.
- B.3.2. The provisions of Clauses B.3, B.4 and B.5 shall be directly enforceable by an affected employee against the Provider or any relevant sub-contractor and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by the Provider or sub-contractor under those Clauses in his/her own right under Section 1(1) of the Contracts Rights of Third Parties Act 1999 and Clause 49 of the Contract shall be construed accordingly.

B.4. Admitted Body Status to the Local Government Pension Scheme

- B.4.1. Where the Provider or its sub-contractor (subject to Secretary of State approval for a sub-contractor to become an admitted body) wishes to offer the Eligible Employees membership of the LGPS, the Provider shall or shall procure that it and/or each relevant sub-contractor shall enter into an Admission Agreement to have effect from and including the Relevant Transfer date. The Provider or sub-contractor will bear the cost of any actuarial assessment required in order to assess the employer's contribution rate and Pension Bond value and establish an opening funding position for actuarial purposes of Pension Scheme, in respect of any Eligible Employee who elects to join the LGPS on or after the Relevant Transfer date.
- B.4.2. The Provider shall indemnify and keep indemnified the Council and/or any Replacement Provider and, in each case, their sub-contractors, from and against all direct losses suffered or incurred by it or them, which arise from the delayed execution of and/ or any breach by the Provider or its sub-contractor of the terms of the Admission Agreement, to the extent that such liability arises before or as a result of the termination or expiry of this Contract.

- B.4.3. The Provider shall and shall procure that it and any of its sub-contractor's shall prior to the Relevant Transfer date, obtain any indemnity or Pension Bond required in accordance with the Admission Agreement. The Provider or its sub-contractor will bear the cost of any actuarial assessment required in order to assess the value of the Pension Bond or guarantee, including costs associated with revaluations.

B.5. Provider Pension Scheme

- B.5.1. Where the Provider or its sub-contractor does not wish to or is otherwise prevented from offering all or some of the Eligible Employees membership or continued membership of the LGPS, the Provider shall or shall procure that any relevant sub-contractor shall offer the Eligible Employees membership of an occupational pension scheme with effect from the Relevant Transfer date. Such an occupational pension scheme must be:
- B.5.1.1. established no later than three (3) months prior to the date of the Relevant Transfer; and
 - B.5.1.2. certified by the GAD as providing benefits that are broadly comparable or equivalent to (as appropriate) those provided by the Legacy Scheme, and the Contractor shall produce evidence of compliance with this Clause B.5 to the Council prior to the date of the Relevant Transfer.
- B.5.2 The Council's actuary shall determine the terms for bulk transfers from the LGPS to the Provider's scheme following the Relevant Transfer date and any subsequent bulk transfers on termination or expiry of this Contract. The actuarial fees associated with the determination of terms for bulk transfers from the LGPS will be payable by the Provider.
- B.5.3. The Provider shall and shall procure that each relevant sub-contractor shall:
- B.5.3.1. maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Eligible Employees);
 - B.5.3.2 promptly, and in any event within ten (10) Working Days of a written request, provide to the Council such documents and information mentioned in Clause B.7.1, which the Council may reasonably request in advance of the expiry or termination of this Contract; and
 - B.5.3.3 fully cooperate (and procure that the trustees of the Provider's scheme shall fully cooperate) with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any sub-contractor in the provision of the Services on expiry or earlier termination of the Contract.

B.6 Provider to inform the Council of any measures

- B.6.1. The Provider shall within twenty (20) Working Days of receiving a request from the Council, provide the Council with any information which is reasonably necessary concerning any

measures (within the meaning of the TUPE Regulations and the Directive) that the Provider intends to take in relation to any Transferring Employee and any Transferring Original Employees.

B.7 Indemnities

- B.7.1. The Provider shall indemnify the Former Provider and/or Replacement Provider from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee and any Transferring Original Employee arising out of the employment of such employee provided that this arises from any act, fault or omission of the Provider on or after the date of the Relevant Transfer.
- B.7.2. The Provider shall indemnify the Council from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee and any Transferring Original Employees arising out of the employment of such employee and/or their access to the LGPS provided that this arises from any act, fault or omission of the Provider on or after the date of the Relevant Transfer.
- B.7.3. The Provider shall indemnify and hold harmless the Former Provider and/or any Replacement Provider from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider) in respect of all or any of the Transferring Employees and any Transferring Original Employees arising from or connected with any failure by the Provider to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.
- B.7.4. The Provider shall indemnify and hold harmless the Council from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider in respect of all or any of the Transferring Employees and any Transferring Original Employees) arising from or connected with any failure by the Provider to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.
- B.7.5. The Council shall not be liable under this **Clause B** in the event that:-
- B.7.5.1. any information provided in **Annex One** (Transferring Employees) and/or **Annex Two** (Transferring Original Employees) for the purpose of the TUPE Regulations transpires to be inaccurate;
 - B.7.5.2. any employee of the Provider who has transferred to the Provider's employment under the TUPE Regulations brings a claim against the Provider that relates wholly or partially to his or her employment with the Provider; and/or
 - B.7.5.3. at the end of the Contract Period, if the Provider does not secure a further contract with the Council.

B.8 Sub-contractors

- B.8.1. In the event that the Provider enters into any sub-contract in connection with this Contract, it shall impose obligations on its sub-contractor on the same terms as those imposed on it pursuant to this Clause B.
- B.8.2. The Provider authorises the Council to use all the information provided pursuant to **Clause B.8.1** for the purposes of its business or for informing any potential tenderer for the Services or any part thereof and shall enable and assist the Council and such other persons as the Council may determine to communicate with and meet the Staff and their trade unions or other employee representatives or staff associations as when and where the Council may determine.
- B.8.3. The Council shall treat such information as Confidential Information, save as required by Law, and save that it shall be at liberty to disclose the same (on the like terms as to confidentiality) to any person invited to tender for the provision of the Service in succession to the Provider.
- B.8.4. The Provider warrants that until the handover on the Relevant Transfer Date of the Transferring Employees and Transferring Original Employees to the Replacement Provider in accordance with the provisions of this Clause B, it shall provide sufficient Staff to cover provision of the Services and failure to comply with the provision of this Clause shall result in a substantial breach of Contract by the Provider and the Provider shall indemnify the Council against any liability arising from failure to comply with this Clause B.8.4. For the avoidance of doubt, this Clause B.8.4 is without prejudice to any other remedies available to the Council whether under this Contract or otherwise.

TUPE transfer from Provider to Provider where ex Council or public sector staff are NOT involved

- C.1.1. The Parties agree that the provisions of the TUPE Regulations will apply to this Contract.
- C.1.2. The Parties agree that, where the identity of a Provider of any of the Service is changed pursuant to this Contract (including on expiry of the Term), the change shall constitute a Relevant Transfer.
- C.1.3. On the occasion of a Relevant Transfer, the Provider shall comply with its obligations under the TUPE Regulations and the Directive in respect of the Transferring Employees and the Transferring Original Employees.

C.2 Emoluments and Outgoings

- C.2.1. The Provider shall be responsible for all emoluments and outgoings in respect of the Transferring Employees and the Transferring Original Employees, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the date of any Relevant Transfer.

C.3 Indemnities

- C.3.1. The Provider shall indemnify the Former Provider and/or Replacement Provider from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee and any Transferring Original Employee arising out of the employment of such employee provided that this arises from any act, fault or omission of the Provider on or after the date of the Relevant Transfer.

- C.3.2. The Provider shall indemnify the Council from and against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferring Employee and any Transferring Original Employees arising out of the employment of such employee provided that this arises from any act, fault or omission of the Provider on or after the date of the Relevant Transfer.
- C.3.3. The Provider shall indemnify and hold harmless the Former Provider and/or any Replacement Provider from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider) in respect of all or any of the Transferring Employees and any Transferring Original Employees arising from or connected with any failure by the Provider to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.
- C.3.4. The Provider shall indemnify and hold harmless the Council from and against all losses, costs, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Provider in respect of all or any of the Transferring Employees and any Transferring Original Employees) arising from or connected with any failure by the Provider to comply with any legal obligation to such trade union, staff associations or other employee representative under the TUPE Regulations or the Directive and, whether any such claim arises or has its origin before on or after the date of the Relevant Transfer.
- C.3.5 The Council shall not be liable under this Clause C in the event that:-
- C.3.5.1. any information provided in Annex One (Transferring Employees) and/or Annex Two (Transferring Original Employees) for the purpose of the TUPE Regulations transpires to be inaccurate;
 - C.3.5.2. any employee of the Provider who has transferred to the Provider's employment under the TUPE Regulations brings a claim against the Provider that relates wholly or partially to his or her employment with the Provider; and/or
 - C.3.5.3. at the end of the Contract Period, if the Provider does not secure a further contract with the Council.
- C.4.1. The Provider shall or shall procure that any relevant sub-contractor shall ensure that all Eligible Employees are offered Appropriate Pension Provision with effect from the Relevant Transfer date up to and including the date of the expiry or earlier termination of this Contract.
- C.4.2. The provisions of Clauses C.4, and C.5 shall be directly enforceable by an affected employee against the Provider or any relevant sub-contractor and the Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by the Provider or sub-contractor under those Clauses in his/her own right under Section 1(1) of the Contracts Rights of Third Parties Act 1999 and Clause 49 of the Contract shall be construed accordingly.

C.5 Provider Pension Scheme

- C.5.1. Where the Provider or its sub-contractor is prevented from offering all or some of the Eligible Employees membership or continued membership of an occupational pension scheme, the Provider shall or shall procure that any relevant sub-contractor shall offer the Eligible Employees membership of an occupational pension scheme with effect from the Relevant Transfer date. Such an occupational pension scheme must be established no later than three (3) months prior to the date of the Relevant Transfer.
- C.5.2. The Provider shall and shall procure that each relevant sub-contractor shall:
- C.5.2.1. maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Eligible Employees);
 - C.5.2.2. promptly, and in any event within ten (10) Working Days of receipt of a written request, provide to the Council such documents and information mentioned in Clause C.5.2.1, which the Council may reasonably request in advance of the expiry or termination of this Contract; and
- C.5.3. fully cooperate (and procure that the trustees of the Provider's scheme shall fully cooperate) with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Provider or any sub-contractor in the provision of the Services on expiry or earlier termination of the Contract.

C.6 Sub-contractors

- C.6.1. In the event that the Provider enters into any sub-contract in connection with this Contract, it shall impose obligations on its sub-contractor on the same terms as those imposed on it pursuant to this Clause C.
- C.6.2. The Provider authorises the Council to use all the information provided pursuant to Clause C.6.1 for the purposes of its business or for informing any potential tenderer for the Services or any part thereof and shall enable and assist the Council and such other persons as the Council may determine to communicate with and meet the Staff and their trade unions or other employee representatives or staff associations as when and where the Council may determine.
- C.6.3. The Council shall treat such information as Confidential Information, save as required by Law, and save that it shall be at liberty to disclose the same (on the like terms as to confidentiality) to any person invited to tender for the provision of the Service in succession to the Provider.
- C.6.4. The Provider warrants that until the handover on the Relevant Transfer Date of the Transferring Employees and Transferring Original Employees to the Replacement Provider in accordance with the provisions of this Clause C, it shall provide sufficient Staff to cover provision of the Services and failure to comply with the provision of this Clause shall result in a substantial breach of Contract by the Provider and the Provider shall indemnify the Council against any liability arising from failure to comply with this Clause C.6.4. For the avoidance of doubt, this Clause C.6.4 is without prejudice to any other remedies available to the Council whether under this Contract or otherwise.

SCHEDULE 11

SAFEGUARDING POLICY

Safeguarding

Suffolk has a number of documents designed to provide advice and guidance about the different indicators of abuse and to assist the reader with decision making on what interventions are required.

The Care Act statutory guidance defines Adult Safeguarding as:

'Protecting an adult's right to live in safety, free from abuse and neglect'

Where concerns are received, a local authority (or those working as agents for the local authority) must act when it has 'reasonable cause' to suspect that an adult at risk living in its area is experiencing or at risk of experiencing abuse.

Safeguarding Principles

Safeguarding work is underpinned by 6 core principles – it is important to consider all of these throughout all work with adults at risk.

Principle 1: Empowerment

People should be supported and encouraged to make their own decisions. This should be done by:

- making services more personal
- giving people choice and control over decisions
- asking people what they want the outcome to be

What does this mean for the adult?

You are asked what you want to happen and services plan safeguarding round this.

Principle 2: Prevention

Organisations should work together to stop abuse before it happens by:

- raising awareness about abuse and neglect
- training staff
- making sure clear, simple and accessible information is available about abuse and where people can get help

What does this mean for the adult?

You will get clear and simple information about what abuse is and who to ask for help.

Principle 3: Proportionality

When dealing with abuse situations services must ensure that they always think about the risk. Any response should be appropriate to the risk presented. Services must respect the person, think about what is best for them and only get involved as much as needed.

What does this mean for the adult?

Services think about what is best for you and only get involved when they need to.

Principle 4: Protection

Organisations must ensure that they know what to do when abuse has happened by:

- what to do if there are concerns

- how to stop the abuse
- how to offer help and support for people who are at risk

What does this mean for the adult?

You can get help and support to tell people about abuse and can get involved in the safeguarding as much or as little as you want.

Principle 5: Partnership

Organisations should work in partnership with each other and local communities. Local people also have a part to play in preventing, detecting and reporting abuse.

What does this mean for the adult?

Staff look after your personal information and only share it when this helps to keep you safe.

Principle 6: Accountability

Safeguarding is everybody's business. Everyone must accept that we are all accountable as individuals, services and as organisations. Roles and responsibilities must be clear so that people can see and check how safeguarding is done.

What does this mean for the adult?

You know what all the different people should do to keep you safe.

Below are a few links which may prove informative and should be read and understood by the provider.

[Suffolk Safeguarding Partnership \(suffolksp.org.uk\)](https://suffolksp.org.uk)

[Policies, Procedures & Practice Guidance — Suffolk Safeguarding Partnership \(suffolksp.org.uk\)](https://suffolksp.org.uk)

[Safeguarding Framework and Threshold Matrix — Suffolk Safeguarding Partnership \(suffolksp.org.uk\)](https://suffolksp.org.uk)

SCHEDULE 12

COMMISSIONING ORDER FORM

NOT USED

SCHEDULE 13

SERIOUS INCIDENTS

1. The Provider must comply with the Civil Contingencies Act 2004 and with any applicable national and local civil contingency plans.
2. The Provider must maintain a Business Continuity Plan and must notify the Authority as soon as reasonably practicable of its activation and in any event no later than 5 Business Days from the date of such activation.
3. The Provider must hold an up-to-date Serious Incidents Policy (or equivalent) and must always comply with their policy.
4. The Provider will notify the Authority immediately (within 24 hours of discovery) of any incident identified as Serious under the Provider's Serious Incident Policy. An appropriate Manager in Authority will assess the incident and notify the Provider of any additional reporting the Authority may require, to assure itself that the Provider is responding appropriately to the incident.
5. The Provider must comply with the arrangements for notification of deaths and other incidents to CQC in accordance with CQC Regulations and Guidance (where applicable) and to any other relevant Regulatory or Supervisory Body, any NHS Body, any office or agency of the Crown, or to any other appropriate regulatory or official body in connection with Serious Incidents, or in relation to the prevention of Serious Incidents (as appropriate), in accordance with Good Practice and the Law.
6. If a notification the Provider gives to any relevant Regulatory or Supervisory Body directly or indirectly concerns any Service User, the Provider must send a copy of it to the Authority within 10 business days, unless otherwise agreed with the Authority.
7. The Authority will have complete discretion (subject only to the provisions of the DPA) to use the information provided by the Provider in any report which they make to any relevant Regulatory or Supervisory Body, any NHS Body, any office or agency of the Crown, or to any other appropriate regulatory or official body in connection with Serious Incidents, or in relation to the prevention of Serious Incidents, provided that in each case they notify the Provider of the information disclosed and the body to which they have disclosed it.

SCHEDULE 14

DATA PROTECTION – DATA SHARING AGREEMENT

The UK General Data Protection Regulation - Data Processing Schedule

CONTRACTORS

1. The Contractor shall comply with any further written instructions from the Service User with respect to the processing of personal data.
2. The Service User's instructions shall be incorporated into this Schedule.
3. Note any sub-processor(s) used by the Contractor must comply with the Service User's instructions incorporated into this Schedule.

1.	Parties to the contract	
	Suffolk County Council Compliance responsibility ICO Reg No Expiry date	Controller
	Name Compliance responsibility ICO Reg No Expiry date	Controller
2.	Contract ref/title	
3.	Duration of contract	Start date: End date:
4.	What is the purpose(s) for the contractor processing personal data?	<ul style="list-style-type: none"> To ensure that people's care and support needs are met and they are able to live better quality lives.
5.	Which data processing activities will the contractor undertake?	a) Collection b) Recording c) Organising d) Amending e) Erasing f) Storing g) Retrieval h) Sharing data with an external third party i) Secure transfer of data j) Decision-making k) Consultation l) Data destruction
6.	Record any specific instructions to the contractor in relation to each of the data processing activities selected in paragraph (5) above.	The contractor will comply in full with Section 25.5 of the Contract
7.	What categories of personal data will the contractor process?	Service User's personal and special category data.

8.	Which categories of data subjects (individuals) will be processed by the contractor?	Service User's
9.	Who should the contractor contact in the event of any security incidents/data breaches which occur whilst processing data under this contract?	ACSContractsHelpdesk@suffolk.gov.uk (Monday to Friday between 09:00 and 17:00) Customer First: 0800 917 1109 (out of office hours)
10.	What is the agreed time-frame for reporting the security incident/data breach to Suffolk County Council?	Within 24 hours of discovery.
11.	If the contractor has appointed a Data Protection Officer record his/her name and contact details in this section.	Record contact details or N/A
12.	Retention period(s) for personal data during the contract term <u>and</u> process for destruction of data at end of retention period/s	The Contractor will retain electronic and/or paper records for as long as is required for the purposes of providing care and support to meet a persons identified needs The contractor will delete or return Personal Data (and any copies of it) to Suffolk County Council on termination / or end of the contract (unless the provider is required by Law to retain the Personal Data) and will confirm in writing to Suffolk County Council that this has been done. This should be completed within 12 weeks of the end of the contract.
13.	Which party is responsible for the end of contract data management (e.g., deletion or return of data to Suffolk County Council)?	Suffolk County Council will require the contractor to destroy data no longer required for direct care delivery and provide evidence of this to the contract manager.
14.	Contractor's sub-contractors (sub-processors)	This should be a list of sub-processors that the contractor will be using to supply the services. The list should include what personal data the sub-processors will be processing and the geographical jurisdiction of the sub-processing including any backup locations.

Contractors - Data Protection Compliance Form

Arranging Care

To be completed by each contractor prior to signing of contract.

Please answer all questions.

1.	Contractor's name	
2.	Do you have a Privacy Notice?	YES/NO If NO, please explain why.
3.	Which of your employees will manage the data processing activities listed in the Data Processing Schedule?	Job title and company dept/service area: Job title and company dept/service area: Job title and company dept/service area:
4.	Will you store personal data electronically during the contract?	YES/NO
5.	Will you store any paper records containing personal data during the contract?	YES/NO
6.	Are you able to securely destroy personal data at the end of the contract?	YES/NO
7.	If you use sub-contractors (sub-processors) will you be sharing personal data with them for the purposes of processing personal data under this contract?	YES/NO/N/A
8.	Do you have a contract in place with your sub-processor(s)?	YES/NO/N/A If NO, please explain why.
9.	Do you have appropriate information governance policies in place e.g., a Data Protection policy?	YES/NO If YES, please list the relevant policies. If NO, please explain why you do not have appropriate information governance policies in place.
10.	Do you provide data protection training for your employees?	YES/NO If NO, please explain why.
11.	Where is your data physically held?	For example, is the data held within your company's internal servers?
12.	<p>If you hold data in the 'Cloud', please using the list below, state which country the Cloud is in.</p> <p>Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden (EU member states).</p> <p>Iceland, Norway and Liechtenstein (EFTA states).</p> <p>Gibraltar, The Republic of Korea</p>	Country/N/A

	Andorra, Argentina, Faroe Islands, Guernsey, Isle of Man, Israel, Jersey, New Zealand, Switzerland and Uruguay.	
13.	If the 'Cloud' is not in one of the countries listed in paragraph 12 above, please state which country or territory is the contractor's 'Cloud' in? ¹	Country
14.	If you process data electronically, do your systems meet any standards that provide technical security assurance? (e.g., ISO-27001, IG Toolkit, Cyber Essentials, PCI).	YES/NO If YES, please list the relevant standards. If NO, please explain why.
15.	What are the key information/privacy risks in relation to your contracted data processing activities. What action(s) will be taken to mitigate them?	a) Risk: Mitigation: b) Risk: Mitigation:

¹ Note: SCC's contract manager to contact the DPO to discuss compliance with the UK GDPR's International Transfer Rules.

SCHEDULE 15

DISCLOSURE AND BARRING SERVICES (DBS) RISK ASSESSMENT FORM

Pursuant to **Clause 8.11** of the Conditions of Contract the Service Provider will complete a risk assessment form which is equivalent to or exceeds the form under this Schedule 15.

If any of the "Staff" providing the Services include either UK citizens who have lived overseas or non-UK citizens into a post that require an enhanced DBS disclosure then the Service Provider must complete the **Safeguarding and Foreign Nationals – Risk Assessment Form** which is equivalent to or exceeds the standards as specified in this form. The Contract Manager shall monitor the Service Provider's compliance with this during the contract monitoring process.

In relation to **Clause 8.11**, the Council's Contract Manager will also be seeking evidence that the process specified is being complied with.

There are legal requirements on the Service Provider. The Service Provider must ensure that it is aware of its legal responsibilities, including (although this list is not exhaustive):

- It is a criminal offence to knowingly employ anyone in Regulated Activity who is barred by the Disclosure and Barring Service (DBS). Some DBS Disclosures will show whether or not a person is barred.
- A mandatory 'duty to refer' will apply - you must tell the DBS if you have concerns about an individual who may pose a risk to vulnerable people. Full details are available on the DBS website.

DBS Adult First guidance (please check the DBS website for up-to-date guidance on the DBS Adult First service):

The DBS Adult First service applies to adult services such as care homes, domiciliary care agencies and adult placement schemes where DBS certificates are required by law.

This service is only available to organisations who are eligible to access the DBS's adult barred list and who have requested a check of the barred lists on their DBS application form. DBS Adult First is not a substitute for a DBS certificate and the Service Provider must take care when making recruitment decisions prior to receiving a full DBS certificate. DBS Adult First checks should only be used in exceptional circumstances and when absolutely necessary.

A DBS Adult First check is not appropriate where a person intends to work with both children and adults. Those working with both vulnerable groups will need to wait for a DBS certificate to be returned to find out whether a person is barred from working with vulnerable groups. There is no equivalent check of the children's barred list.

DBS DISCLOSURE RISK ASSESSMENT FORM (Employment)

To be used to assess the suitability of the applicant where a Disclosure certificate has revealed offences

NOTE: You MUST disregard any offences declared by the applicant that do not appear on the certificate.

Please note: the information and evidence referred to in this form will be relied upon to make an employment decision in relation to staff working with vulnerable groups. It is therefore important that it is fully completed and includes evidence rather than a series of statements. Forms that

are not fully evidenced will be returned. Please refer to the guidance attached to this form and contact the Safe Staffing team if you require further assistance.

Name of Applicant	
Position Applied For	
Disclosure Type	
Disclosure Ref No	
Disclosure Issue Date	
Tel No	
Dept/Service	
Name of Hiring Manager/ Head undertaking risk assessment	

This form consists of three sections - please ensure that each section is completed in full, including a full account of offences disclosed.

SECTION A – To be completed during the discussion between hiring manager and applicant

Question	Applicable (Please delete as appropriate)	Evidence relied upon to support this decision
Did the applicant declare the offence(s)/trace(s) on the Council declaration form and at the interview?	Yes / No (if not why not)	
Did the applicant agree that the information on the DBS Certificate was correct?	Yes / No (if not why not)	

No.	Offences declared by applicant	Brief circumstances behind offence

Question	Applicable (Please delete as appropriate)	Evidence relied upon to support this decision
How did the applicant regard the offence(s) / trace(s) with hindsight and what is their attitude towards the matters now?	Please explain	
What would they have done/do differently now?	Please explain	
Have the applicant's circumstances changed since the offence? E.g. location, friends, partner, education?	Yes / No Please explain	
Is the applicant stating any mitigating circumstances? E.g. peer pressure, financial need or lack of judgement	Yes / No Please explain	

SECTION B – Hiring Manager Assessment

Question	Applicable (Please delete as appropriate)	Evidence relied upon to support this decision
Did the offences/traces disclosed form any pattern? E.g. is there a cycle or history, reoccurrence, repeat offences	Yes/No Please explain	
Did the applicant demonstrate any efforts not to re-offend? E.g. rehabilitation course	Yes/No Please explain	
What is the nature of the contact the individual has with children/vulnerable adults?	Please describe	
Can any safeguards be implemented to reduce/remove any risk?	Yes/No/NA Please explain	
Will the nature of the post present any realistic opportunities for re-offending?	Yes/ No Please explain	
Does the post have any direct contact with the public and how vulnerable are they?	Yes/No Please explain	
What supervision is available and how will it be used to mitigate risk?	Please explain	

Summary of evidence taken into account and rationale for this decision. Any additional comments from the hiring manager/ Headteacher:

**Do you wish to proceed with employment? Yes/No
(if yes please explain here why)**

Date:

Name:

Signature:

Once the form is completed please email it to [email address] or return it in a private and confidential envelope to [Insert name] DBS team [Address]

Safeguarding and Foreign Nationals – Risk Assessment Form Template and Guidance

Notes

Safeguarding and UK Citizens who have lived or worked overseas.

The DBS currently cannot access criminal records held overseas; therefore, a DBS check may not provide a complete picture of an individual's criminal record. It is considered good practice to obtain a certificate of good conduct from the embassy of the country the applicant has specified they have spent a significant period of time in.

This procedure (or similar) should form part of an applicant's pre-employment checks please note that a DBS and all other recruitment checks must be sought taking extra care with references and other background checks.

Limitations of Certificate of Good Conduct/Letter of Good repute

Managers should note that the information provided on certificates of good conduct / letters of good repute can be subjective due to the following reasons;

- Data protection
- Political willingness e.g. Countries with political unrest are unlikely to provide information.
- Culture e.g. age of consent in a number of EU countries is less than 16.
- Each country may provide different information, and in some cases, will not provide any information. For details of what each country is able to provide, please refer to the [CPNI Website](#).

Obtaining a Certificate of good conduct/good repute

The **applicant** is responsible for requesting a 'Certificate of Good Repute/Letter of Good Conduct' from the home embassy of that country which can authenticate the document. It also reduces the need and cost for potential translation requirements. Costs for the certificate/letter can vary according to the country and the applicant must cover this charge.

Applicants must provide a certificate of good repute / letter of good conduct from a country that is able to provide one. If this is not obtained, they must provide evidence that an attempt was made to obtain a certificate / letter.

Useful Contacts/Links

Foreign and Commonwealth website www.fco.gov.uk or telephone 020 7008 1500

[CPNI – Centre for the protection of National Infrastructure](#) -

NCSL safeguarding training which can be found at www.ncsl.org.uk

The Council's HR – [Local internal Safe Staffing Team] – [Contact details]

Risk Assessment Template- Overseas Certificate of Good Repute/ Letter of Good Conduct

What is this assessment for?

If an applicant has lived or worked overseas within the last five years for a period 6 months or more, they must seek to obtain a certificate of good repute/letter of good conduct. If the applicant is unable to provide a certificate of Good Repute / Letter of Good Conduct from the embassy of the country they have spent time in, Line Managers/head teacher should make an assessment of any potential risks.

Who completes it

The recruiting manager must complete this assessment with knowledge of the role and service, ensuring that appropriate safeguards are put in place.

Where do I keep it?

This form should be retained on the personal file of the individual involved.

Risk Assessment

Considerations (tick Yes/No, and add necessary comments)	Yes	No	N/A	Comments
Has the applicant provided evidence that a Cert. good conduct / Letter of Good Repute has been requested?				
If one has not been requested, please state reasons?				
Is the certificate/ letter from a country where it may prove difficult to obtain?				
Have satisfactory employment references been sought and received?				
Have references been validated to ensure accurate? e.g. dates stated match, from a genuine source.				
Have satisfactory other pre-employment checks been completed? e.g. Proof of right to work, health, qualifications etc.				
Has the person completed their DBS application form?				
Have they declared any information				

N.B - Following on from completing this assessment of risks, if the applicant is employed, it is imperative that the employee is provided with an in-depth induction and any relevant professional codes of conduct are issued.

Manager:

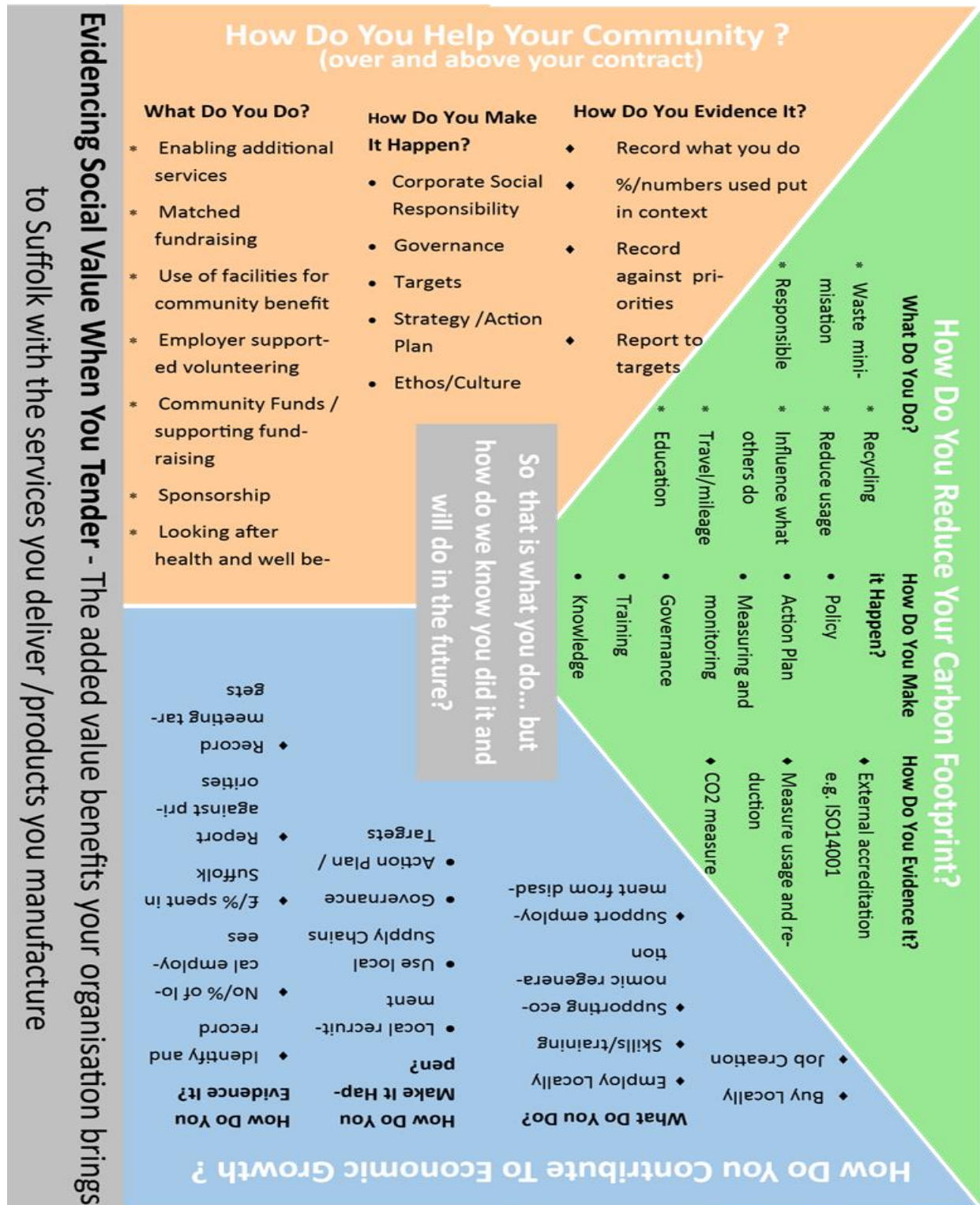
Date:

Outcome: Agreement to continue with offer/withdraw offer (if not agreed please give detail

SCHEDULE 16

SOCIAL VALUE

More details on Suffolk Social Value ask can be found in this link: [Social Value - Suffolk County Council](#)



SCHEDULE 17

ELECTRONIC MONITORING

NOT USED

SCHEDULE 18

NATIONAL CAPACITY TRACKER

The Provider shall, as per clause 5.1.13 of the Conditions of Contract, unless otherwise directed by the Council/ICB:

- register and maintain registration of an account on Capacity Tracker.
- where possible, try to ensure there are, two registered users able to use Capacity Tracker
- make such submissions to Capacity Tracker as are required by Capacity Tracker to include DHSC questions, such as staffing numbers, staff vacancy numbers, number of agency staff, number of service users (including People), information regarding Covid-19 infections and vaccinations.
- for all providers, make monthly submissions to Capacity Tracker at such frequencies as are required by DHSC (or any other regulatory body) and/or the Council.
- for all providers ensure providers details and contact details are regularly updated/refreshed on Capacity Tracker
- for all providers, they attend training sessions and or receive capacity tracker communications, to ensure they remain updated/informed of change.
- for Home Care only, provide regular system updates, to advise of any additional care they may provide.
- for Care Homes only, regularly update vacancy information, to advise what vacancies can be safely admitted each day.

Capacity Support Centre

0191 691 3729

necsu.capacitytracker@nhs.net

Monday to Friday from 8am to 5pm (excluding public holidays)

For registration, password, technical support and queries about updating data.

DHSC

capacitytracker-guidance@dhsc.gov.uk

for non-technical assistance

providerdata@dhsc.gov.uk

for queries about DHSC Mandated Data Collection

NHSBSA – NHS Business Services Authority ASC Enforcement Team

0300 330 2088

nhsbsa.adultsocialcareenforcement@nhs.net

Monday to Friday from 8:30am to 4:30pm.

Website: <https://www.nhsbsa.nhs.uk/adult-social-care-enforcement>