

DATED

2024

Lincolnshire County Council (1)

and

East Lindsey District Council (2)

CONTRACT

relating to the provision of the countywide Wellbeing Service

LEGAL SERVICES LINCOLNSHIRE

Together we are stronger

Legal Services Lincolnshire

County Offices

Newland

LN1 1YL

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THIS AGREEMENT is made the day of 2024

BETWEEN

- (1) **LINCOLNSHIRE COUNTY COUNCIL** of County Offices, Newland, Lincoln, LN1 1YL (the “Customer”)
- and
- (2) **EAST LINDSEY DISTRICT COUNCIL** of The Hub, Mareham Road, Horncastle, LN9 6PH (the “Supplier”)

WHEREAS

The Customer requires the provision of countywide wellbeing services and the Supplier has agreed to provide the same on the terms and conditions set out below.

IT IS HEREBY AGREED as follows:

GENERAL PROVISIONS

A1 DEFINITIONS AND INTERPRETATION

A1.1 In this Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:-

Approval means the prior written consent of the Customer.

Assets means any moveable property such as furniture, IT equipment and any other tangible item provided by the Customer for use by the Supplier in providing the Services.

Authorised Person means the Customer and any body or person concerned with the provision of the Services or care of a Service User.

Best Value means arrangements to secure continuous improvement in the way the Customer’s functions are exercised having regard to a combination of economy, efficiency and effectiveness.

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Caldicott Guardian means a senior person responsible for protecting the confidentiality of people’s health and care information and making sure it is used properly.

Care Quality Commission or CQC means the care quality commission established under the Health and Social Care Act 2008.

Carer means a family member or friend of the Service User who provides day-to-day support to the Service User without which the Service User could not manage.

Change means any variation to this Contract including to any of the Services and Service Levels.

Change Control Procedure means the procedure for changing this Contract as set out

in Clause F3.

Change of Control means:-

- (a) any sale, transfer or disposal of any legal, beneficial or equitable interest in a majority or all of the shares in the Supplier (including the control over the exercise of voting rights conferred on those shares, control over the right to appoint or remove directors or the rights to dividends); and/or
- (b) any other arrangements that have or may have or which result in the same effect as paragraph (a).

Commencement Date means 13 January 2025.

Commercially Sensitive Information means the information listed in Schedule 4 and information of a commercially sensitive nature relating to:

- (a) the pricing of the Services;
- (b) details of the Supplier's Intellectual Property Rights; and
- (c) the Supplier's business and investment plans;

which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss.

Competent Body means any body that has authority to issue standards or recommendations with which either Party must comply.

Confidential Information means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all Personal Data..

Consents means:

- (i) any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by Law for or in connection with the performance of Services; and/or
- (ii) any necessary consent or agreement from any third party needed either for the performance of the Supplier's obligations under this Contract or for the provision by the Supplier of the Services in accordance with this Contract.

Contract means this written agreement between the Customer and the Supplier consisting of these clauses and the attached Schedules.

Contract Period means the period from the Commencement Date to:

- (a) the date of expiry of the Initial Contract Period, or
- (b) following an extension pursuant to Clause A2.2, the date of expiry of the extended period,

or such earlier date of termination of the Contract in accordance with the Law or the provisions of this Contract.

Contract Year means a period of twelve (12) Months commencing on the Commencement Date and/or each anniversary of the Commencement Date.

Controller takes the meaning given in the UK GDPR.

Conviction means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1 (1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being made the subject of a prohibition or restriction under section 218(6) of the Education Reform Act 1988).

CQC means the Care Quality Commission.

CQC Regulations means the Care Quality Commission (Registration) Regulation 2009.

Crown means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies.

Customer's Change Control Notice means a notice served by the Customer on the Supplier requesting a Change in accordance with Clause F3.

Customer's Contract Manager means the person identified as such in Part 1 of Schedule 6 or any replacement person appointed by the Customer pursuant to Clause B4, being the person responsible for managing the delivery of the Services on behalf of the Customer.

Customer's Personal Data means the Personal Data supplied by the Customer to the Supplier and/or Personal Data collected by the Supplier on behalf of the Customer for the purposes of or in connection with the Contract.

Customer's Representative means the person identified as such in Part 1 of Schedule 6 or any replacement person appointed by the Customer pursuant to Clause B4, being the person responsible for managing the overall relationship with the Supplier.

Customer Software means software which is owned by or licenced to the Customer including software which is or will be used by the Supplier for the purposes of providing the Services but excluding the Supplier Software.

Data Protection Legislation means (i) the UK GDPR; (ii) the DPA to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

DBS means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012.

Default means

- (i) in relation to the Supplier, any breach of the obligations of the Supplier (including but not limited to Material Default, fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Supplier or the Staff in connection with or in relation to the subject-matter of this

Contract; and

(ii) in relation to the Customer a failure to pay as referred to in Clause H2.6 below.

Default Notice means a notice served in accordance with Clause H2.2.

Disaster means an unplanned interruption of, or inaccessibility to, the Services provided by the Supplier.

Disaster Recovery and Business Continuity Plan: the business continuity and disaster recovery plan prepared pursuant to Schedule 7 as amended from time to time.

DPA means the Data Protection Act 2018.

Employment Checks means the pre-appointment checks that are required by Law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks and the Supplier shall ensure that these meet the Customer's Disclosure and Barring Service Policy which shall be provided to the Supplier by the Customer

Enhanced DBS & Barred List Check means an Enhanced DBS & Barred List Check (child) or Enhanced DBS & Barred List Check (adult) or Enhanced DBS & Barred List Check (child & adult) (as appropriate) and the Supplier shall ensure that these meet the Customer's Disclosure and Barring Service Policy.

Enhanced DBS Position means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), which also meets the criteria set out in the Police Act 1997 (Criminal Records) Regulations 2002 (as amended), and in relation to which an Enhanced DBS Disclosure or an Enhanced DBS & Barred List Check (as appropriate) is permitted as set out in the Customer's Disclosure and Barring Service Policy.

Environmental Information Regulations means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Equality Legislation means the Equality Act 2010 and such other acts and legislation to ensure, among others equality of access to goods and services, promotion of good relations between groups in society, the provision of reasonable adjustments for people with disabilities and non-discrimination and equality in employment.

Equipment means the Supplier's equipment, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under this Contract.

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure Event means any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or

disaster but excluding any industrial dispute relating to the Supplier or the Staff or any other failure in the Supplier's or a Sub-Contractor's supply chain.

Force Majeure Notice means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event.

Formal Warning Notice means a notice served in accordance with Clause H2.2.

Fraud means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the Customer.

Good Industry Practice means standards, practices, methods and procedures (as practised in the United Kingdom) and conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider, manager, operator or other person (as the case may be) engaged in a similar type of undertaking under this Contract under the same or similar circumstances.

Guidance means any applicable local authority, health or social care guidance, direction or determination which the Customer and/or the Supplier have a duty to have regard to including any guidance issued under the Care Act 2014 and any document published under section 73B of the NHS Act 2006.

ICT means information and communications technology.

ICT Environment means the Customer's system and the Supplier system.

Improvement Notice means a written notice given by the Customer to the Supplier pursuant to Clause H7.1 to initiate the Improvement Plan Process.

Improvement Plan means the plan agreed in accordance with Clause H7 for the resolution of a Default of the Supplier.

Improvement Plan Process means the process for resolving certain of the Defaults of the Supplier as set out in Clause H7.

Incumbent Supplier means any supplier providing any service that constitutes or that shall constitute part of the Services immediately before the Transfer Date and Commencement Date of this Contract.

Information has the meaning given under section 84 of the FOIA and includes Personal Data as defined under Data Protection Legislation.

Information Commissioner's Office means the office of the Information Commissioner whose role is to uphold information rights in the public interest, and responsible for data protection in England, Scotland and Wales.

Initial Contract Period means the period from the Commencement Date to the date of expiry set out in Clause A2, or such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract.

Initial Financial Model means the financial model contained in the Supplier's Tender as set out in Annex 1 of Schedule 3.

Intellectual Property Rights means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the

foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

Key Performance Indicator (KPI) means the indicators of the levels to which the Services are to be performed and to which Service Credits are attached as set out in Annex A to Schedule 5.

Key Personnel means those persons identified in Schedule 6 for the roles attributed to such personnel.

Law means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Supplier is bound to comply.

Legal Guardian means an individual who, by legal appointment or by the effect of a written law, is given custody of both the property and the person of one who is unable to manage their own affairs.

Lessons Learned means experience derived from provision of the Services, the sharing and implementation of which would be reasonably likely to lead to an improvement in the quality of the Supplier's provision of the Services.

Local HealthWatch means the local independent consumer champion for health and social care in England.

Losses means all demands, losses, charges, damages, costs and expenses and other liabilities (including, but not limited to, any professional and/or legal costs and disbursements).

Malicious Software means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without the knowledge of its existence.

Management Information means the management information, not being Key Performance Indicators or Performance Indicators, set out in Annex A to Schedule 5

Material Default means a Default by the Supplier which is serious in the widest sense of having a serious effect on the benefit which the Customer would otherwise derive from the obligations set out in this Contract. In deciding whether any Default is a Material Default, no regard shall be had to whether it occurs by accident, mishap, mistake or misunderstanding.

Month means calendar month.

National Institute for Health and Care Excellence or NICE means the special health authority responsible for providing national guidance on the promotion of good health and the prevention and treatment of ill health (or any successor body).

National Standards means those standards applicable to the Supplier under the Law and/or Guidance as amended from time to time.

NHS Act 2006 means the National Health Service Act 2006.

Open Book Data means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Service Charges already paid or payable and Service Charges forecast to be paid during the Contract Period, including details and all assumptions relating to:

- (a) the Supplier's costs broken down against each element of the Services, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software;
- (b) operating expenditure relating to the provision of the Services including an analysis showing:
 - (i) the unit costs and quantity of consumables and brought-in services;
 - (ii) manpower resources broken down into the number and grade/role of all Staff; and
 - (iii) a list of costs underpinning those manpower resources;
- (c) overheads (as identified in the Initial Financial Model);
- (d) all interest, expenses and any other third party financing costs in relation to the provision of the Services;
- (e) Supplier profit (as identified in the Initial Financial Model);
- (f) confirmation that all methods of costs apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency;
- (h) the actual costs profile as per each invoicing period; and
- (i) any other financial and/or non-financial information as the Customer may reasonably require.

Party means a party to this Contract and the term Parties shall be construed accordingly.

Pensions Direction means the Best Value Authorities Staff Transfers (Pensions) Direction 2007

Performance Indicator (PI) means the performance indicators, not being Key Performance Indicators or Management Information, set out in Annex A to Schedule 5.

Performance Management Framework means the performance monitoring system set out at Schedule 5.

Performance Measures means the performance measures collectively as contained in the table at paragraph 2, Part B of Schedule 5.

Persistent Breach means a Default which has occurred on three or more separate occasions within a continuous period of three (3) Months.

Personal Data takes the meaning given in the UK GDPR.

Personal Data Breach takes the meaning given in the UK GDPR.

Premises means the location where the Services are to be supplied.

Processing takes the meaning given in the UK GDPR.

Prohibited Act each of the following constitutes a Prohibited Act:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer a financial or other advantage to:-
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- (c) committing any offence:-
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Customer; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud the Customer.

Protective Measures means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in Part A of Schedule 8.

Quality Standards means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification.

Receipt means the physical or electronic arrival of the invoice at the address of the Customer detailed in Schedule 3

Regulated Activity in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

Regulated Activity Provider shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

Regulatory Bodies means those government departments and regulatory, statutory and

other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Customer and "Regulatory Body" shall be construed accordingly.

Relevant Employees means the employees of the Supplier (including Transferring Employees) who are wholly or mainly assigned to work in the provision of the Services and who are/shall be subject to a Relevant Transfer by virtue of the application of the TUPE Regulations.

Relevant Transfer means a transfer of employment to which the TUPE Regulations apply.

Replacement Contractor means any third party service provider appointed by the Customer to supply any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry, termination or partial termination of this Contract.

Request for Information shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply).

Safety Incident means any unintended or unexpected incident that occurs in respect of a Service User that could have led or did lead to, harm to that Service User.

Schedule means a schedule attached to, and forming part of, this Contract.

Serious Incident means an incident or accident or near-miss where a person (whether or not a Service User), member of staff of the Customer or the Supplier, or member of the public suffers serious injury, major permanent harm or unexpected death or where the actions of the Supplier are likely to be of significant public concern whether in the course of or following the performance of the Services.

Service Delivery Plan means the details of the service delivery provided by the Supplier as set out at Schedule 2.

Service Charges means the charges levied by the Supplier for the Services in accordance with the prices, rates, calculation, invoicing methods and terms of payment as set out in this Contract including Schedule 3.

Service Credits means the credits which become payable to the Customer by way of a reduction in the Service Charges payable under the Contract where the Key Performance Indicators are not achieved as set out in Schedule 5.

Service Failure means a failure by the Supplier to deliver any part of the Services in accordance with the Service Levels.

Service Levels means the levels to which the Services are to be performed, being the Key Performance Indicators and the Performance Indicators as set out in Annex A to Schedule 5.

Service Standard Points means the points as set out in the Performance Management Framework.

Service User means the person directly receiving the Services provided by the Supplier as specified in the Specification.

Services means the services to be supplied as specified and detailed in the Specification.

Specification means the description of the Services to be supplied under this Contract as set out in Schedule 1.

Staff means all persons employed by the Supplier to perform its obligations under this Contract together with the Supplier's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under this Contract.

Staff Vetting Procedure means the Customer's procedures for the vetting of Staff and as advised to the Supplier by the Customer.

Sub-Contract means any contract or agreement, or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services or any part of the Services, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of the Services.

Sub-Contractor means the third parties that enter into a Sub-Contract with the Supplier.

Supplier means the person, firm or company with whom the Customer enters into this Contract and shall where the context so admits include the Supplier's Staff, agents and contractors and each Sub-Contractor.

Supplier Change Control Notice means a notice served by the Supplier on the Customer requesting a Change in accordance with Clause F3.

Supplier's Contract Manager means the person identified as such in Part 2 of Schedule 6 or any replacement person appointed by the Supplier pursuant to Clause B4, being the person responsible for managing the delivery of the Services on behalf of the Supplier.

Supplier's Representative means the person identified as such in part 2 of Schedule 6 or any replacement person appointed by the Supplier pursuant to Clause B4, as the person responsible for managing the Supplier's overall relationship with the Customer.

Supplier Software means software owned or licenced to the Supplier including software which is or will be used by the Supplier for the purposes of providing the Services.

Tender means the document(s) submitted by the Supplier to the Customer in response to the Customer's invitation to suppliers for formal offers to supply it with the Services.

Transfer Date means the date the Transferring Employee is transferred to the employment of the Supplier from the Incumbent Supplier.

Transferring Employees means employees of the Incumbent Supplier who are subject of a Relevant Transfer to the Supplier by virtue of the application of the TUPE Regulations 2006, as amended.

Transferring Original Employee means a former employee of the Customer whose contract of employment, by virtue of the application of the TUPE Regulations, becomes a contract of employment with the Supplier and who meets the definition of a Transferring Original Employee under the Pensions Direction.

TUPE Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

UK GDPR means the Regulation (EU) 2016/679 of the European Parliament and of the

Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4)).

VAT means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

Working Day means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

A1.2 The interpretation and construction of this Contract shall be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing one gender include all other genders;
- (c) reference to Clauses and Schedules are to the clauses and Schedules of this Contract; references to paragraphs are to paragraphs of the relevant Schedule;
- (d) the Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to the Contract includes the Schedules;
- (e) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (f) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (g) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and
- (h) headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.
- (i) Where there is any conflict or inconsistency between the provisions of this Contract such conflict or inconsistency shall be resolved according to the following order of priority:-
 - (i) the clauses of this Contract;
 - (ii) the Specification, Schedule 3 and Schedule 5;
 - (iii) the remaining Schedules to this Contract other than Schedule 2; and
 - (iv) Schedule 2 to this Contract.

A2 CONTRACT PERIOD AND EXTENSION OF CONTRACT PERIOD

A2.1 This Contract shall take effect on the Commencement Date and shall expire automatically at midnight on 12 January 2030, unless it is otherwise terminated in accordance with the provisions of this Contract, or otherwise lawfully terminated, or extended under Clause A2.2.

A2.2 The Customer may, at its sole option, by giving written notice to the Supplier not less than twelve (12) Months prior to the last day of the Initial Contract Period, extend this Contract on the same terms for a further period of twelve (12) Months. The Customer may, at its sole option, by giving written notice to the Supplier not less than twelve (12) Months prior to the last day of any extension period, extend this Contract on the same terms for a further period of twelve (12) Months. This process of twelve (12) Month extensions shall apply for up to a maximum of sixty (60) Months in total, over and above the Initial Contract Period. The Customer reserves the right to extend for longer than twelve (12) Months at a time for any extension period, subject to the maximum of sixty (60) Months in total over and above the Initial Contract Period. The provisions of this Contract shall apply (subject to any variation or adjustment to the Service Charges pursuant to Clause C4 (Service Charges Adjustment on Extension)) throughout any such extended periods.

A3 SUPPLIER'S STATUS

A3.1 At all times during the Contract Period the Supplier shall be an independent contractor and nothing in this Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of this Contract.

A4 CUSTOMER'S OBLIGATIONS

A4.1 Save as otherwise expressly provided, the obligations of the Customer under this Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in this Contract shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under this Contract (howsoever arising) on the part of the Customer to the Supplier.

A5 NOTICES

A5.1 Except as otherwise expressly provided within this Contract, no notice or other communication from one Party to the other shall have any validity under this Contract unless made in writing by or on behalf of the Party concerned.

A5.2 Any notice or other communication which is to be given by either Party to the other shall be given by electronic mail (confirmed in either case by letter) or by letter (delivered by hand, first class post, recorded delivery or special delivery). Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given on the same Working Day if delivered by hand, two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail provided such notice is served no later than 1pm on any Working Day, otherwise such notice shall be deemed served the following Working Day, or sooner where the other Party acknowledges receipt of such letters or item of electronic mail. Such letters and electronic mail shall be addressed to the other Party in the manner referred to in Clause A5.3.

A5.3 For the purposes of Clause A5.2, the address of each Party shall be:-

(a) For the Customer:

Address:
County Offices
Newland
Lincoln
LN1 1YL

For the attention of: Rachel West – Senior Strategic Contract Manager (Commercial

Services People)
Email: Rachel.west@lincolnshire.gov.uk

- (b) For the Supplier:
Address:
The Hub, Mareham Road
Horncastle
LN9 6PH
For the attention of: David Postle – Wellbeing Service Manager
Email: David.postle@e-lindsey.gov.uk

A5.4 Either Party may change its address for service by serving a notice in accordance with this clause.

A6 MISTAKES IN INFORMATION

A6.1 The Supplier shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Supplier in connection with the supply of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein except where such discrepancies, errors or omissions originate from documentation supplied by the Customer.

A7 CONFLICTS OF INTEREST

A7.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any of the Supplier's Staff are placed in a position where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the financial or personal interests of the Supplier and the duties owed to the Customer under the provisions of this Contract. The Supplier shall disclose to the Customer full particulars of any such conflict of interest which may arise.

A7.2 The Customer reserves the right to terminate this Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is an actual conflict between the financial or personal interests of the Supplier and the duties owed to the Customer under the provisions of this Contract. The actions of the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

A8 VOLUMES

A8.1 The Supplier acknowledges and has submitted its Tender on the understanding that no guarantee is given by the Customer in respect of levels or values of Services referred to in the Schedules which are indicative only and shall not be binding on the Customer. The Customer and Supplier shall work together with regard management of demand for the Services and volumes, as set out in the Specification.

SUPPLY OF SERVICES

B1 THE SERVICES

B1.1 The Supplier shall supply the Services during the Contract Period in accordance with the Customer's requirements as set out in the Specification, the provisions of this Contract and the Service Delivery Plan in consideration of the payment of the Service Charges.

B1.2 If the Customer informs the Supplier in writing that the Customer reasonably believes that any part of the Services does not meet the requirements of this Contract or differs in any way from those requirements, and this is other than as a result of a Default by the Customer, the Supplier shall at its own expense re-schedule and carry out the Services

in accordance with the requirements of this Contract within such reasonable time as may be specified by the Customer.

- B1.3 Timely supply of the Services shall be of the essence of this Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.
- B1.4 Throughout the Contract Period, the Supplier shall deliver the Services:-
- (a) in a safe, professional manner and in accordance with Good Industry Practice; and
 - (b) in accordance with such reasonable instructions as may from time to time be given by the Customer.
- B1.5 The Supplier shall ensure that all operations or activities carried out by the Supplier, its Staff and Sub-Contractors pursuant to this Contract shall comply at all times with all applicable Law.
- B1.6 In performing its obligations under or pursuant to this Contract, the Supplier shall ensure that it obtains and maintains throughout the Contract Period all necessary Consents required to perform its obligations under this Contract.

B1A WITHHOLDING AND/OR DISCONTINUATION OF SERVICES

- B1A.1 Except where required by the Law, the Supplier shall not be required to provide or to continue to provide Services to any Service User:-
- (a) who displays abusive, violent or threatening behaviour unacceptable to the Supplier (acting reasonably and having taken into account all reasonable allowances for the mental health of that Service User);
 - (b) in that Service User's domiciliary care setting or circumstances (as applicable) where that environment poses a level of risk to the Staff engaged in the delivery of the Services that the Supplier reasonably considers to be unacceptable; or
 - (c) where expressly instructed not to do so by an emergency service provider who has authority to give such instruction, for so long as that instruction applies.
- B1A.2 If the Supplier proposes not to provide or to stop providing the Services to any Service User under clause B1A.1:-
- (a) where reasonably possible, the Supplier shall explain to the Service User, taking into account any communication or language needs, the action that it is taking, when that action takes effect, and the reasons for it (confirming that explanation in writing within two (2) Working Days);
 - (b) the Supplier shall inform the Service User of the right to challenge the Supplier's decision through the Supplier's complaints procedure and how to do so;
 - (c) the Supplier shall inform the Customer in writing without delay and wherever possible in advance of taking such action;

provided that nothing in this clause B1A.2 entitles the Supplier not to provide or to stop providing the Services where to do so would be contrary to the Law.

B1B SERVICE QUALITY

- B1B.1 The Supplier shall unless otherwise agreed (subject to the Law) with the Customer in writing:-
- (a) comply, where applicable, with the registration and regulatory compliance requirements and guidance of CQC and any other Regulatory Body;
 - (b) respond, where applicable, to all requirements and enforcement actions issued from time to time by CQC or any other Regulatory Body;
 - (c) consider and respond to the recommendations arising from any audit, death, Serious Incident report or Safety Incident report;
 - (d) comply with the recommendations issued from time to time by a Competent Body;
 - (e) comply with the recommendations from time to time contained in guidance and appraisals issued by the National Institute for Health and Care Excellence (NICE);
 - (f) respond to any reports and recommendations made by Local HealthWatch; and
 - (g) comply with the Service Levels set out in Schedule 5.

B1C SERVICE USER INVOLVEMENT

- B1C.1 The Supplier shall engage, liaise and communicate with Service Users, their Carers and Legal Guardians in the delivery and development of the Services in an open and clear manner in accordance with the Law, Good Practice and their human rights.
- B1C.2 As soon as reasonably practicable following any reasonable request from the Customer, the Supplier shall provide evidence to the Customer of the involvement of Service Users, Carers and Staff in the development of Services.

B2 PROVISION AND REMOVAL OF EQUIPMENT

- B2.1 The Supplier shall be responsible for providing all the Equipment necessary for the supply of the Services.
- B2.2 All Equipment shall be at the Supplier's own risk and the Customer shall have no liability for any loss of or damage to any Equipment unless the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Customer's Default.
- B2.3 Nothing in this clause shall affect arrangements made between the Supplier and a Service User concerning equipment supplied or installed in the course of performance of the Services.
- B2.4 The Supplier shall maintain all items of Equipment in a safe, serviceable and clean condition.

B3 MANNER OF CARRYING OUT THE SERVICES

- B3.1 The Supplier shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Contract, the Supplier shall agree the relevant standard of the Services with the Customer prior to the supply of the Services and in any event, the Supplier shall perform its obligations under this Contract in accordance with the Law and Good Industry Practice.
- B3.2 The Supplier shall ensure that all Staff supplying the Services shall do so with all due skill,

care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

B3.3 The Supplier shall indemnify the Customer from and against and compensate in full any Service User in respect of any Losses incurred by the Customer and/or a Service User as a result of the criminal acts of any Staff in the course of their employment to provide the Services.

B3.4 The Customer shall conduct a review of performance of this Contract at least annually during the Contract Period. During this review, a performance report shall be agreed.

B4 KEY PERSONNEL

B4.1 Each Party shall appoint the persons named as such in Schedule 6 as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those individuals who are identified by each Party as being key to the success of the delivery and operation of the Services and who shall be retained on the delivery and operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective Party on matters for which they are expressed to be responsible.

B4.2 The Supplier acknowledges that the Supplier's Key Personnel are essential to the proper provision of the Services to the Customer.

B4.3 The Supplier's Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, resignation by the Key Personnel from their substantive post, termination of employment and other extenuating circumstances.

B4.4 The Supplier shall ensure that the role of each of its Key Personnel is not vacant for more than ten (10) Working Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Supplier's Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Supplier becoming aware of the role becoming vacant.

B4.5 The Customer shall not unreasonably withhold its agreement under Clauses B4.3 or B4.4. Such agreement shall be conditional on appropriate arrangements being made by the Supplier to minimise any adverse impact on this Contract which could be caused by a change in the Supplier's Key Personnel.

B4.6 The Customer may require the Supplier to remove or procure the removal of any of the Supplier's Key Personnel whom the Customer considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on delivery or management of the delivery of Services.

B4.7 If the Supplier replaces the Key Personnel as a consequence of this Clause B4, the cost of effecting such replacement shall be borne by the Supplier.

B5 SUPPLIER'S STAFF

B5.1 At all times, the Supplier shall ensure that:-

- (a) each of the Staff is suitably qualified, adequately trained (including any specialist based training that is required for the proper delivery of the Services) and capable of providing the Services in respect of which they are engaged;

- (b) there is an adequate number of Staff to provide the Services properly;
- (c) where applicable, Staff are registered with the appropriate professional regulatory body;
- (d) all of the Staff comply with all of the Customer's policies as notified to it from time to time; and
- (e) all of the Staff comply with the Law, fully understand the nature of their duties and carry out their responsibilities in accordance with a general duty of care and safe methods of working; and
- (f) Staff are aware of and respect equality and human rights of colleagues and Service Users.
- (g) Staff are approachable and non-confrontational to the Customer's staff at all times and are aware of and respect equality and human rights of colleagues;
- (h) Staff shall be open and available for any observational assessments by the Customer to ensure that the Staff are providing the Services in accordance with the terms of this Contract;
- (i) Staff keep up to date with changes within their specialism and adapt the Services appropriately;
- (j) Staff keep up to date with the development of new standards within their area of specialism; and
- (k) Staff shall not make any negative or disparaging comments about the Customer or the Services which are being undertaken.

B5.2 The Supplier shall notify its entire Staff about the Supplier's obligations under the terms of this Contract and about any applicable Law.

B5.3 Upon receipt of a complaint against a member of Staff, the Customer may, to the extent reasonably necessary to protect the welfare of Service Users and/or the standards and reputation of the Customer, in consultation with the Supplier, request that the Supplier investigates the complaint and provides the Customer with all requested information in relation to this investigation, in accordance with the Supplier's own internal policy and procedures and Good Industry Practice.

B5.4 In the event of industrial disputes or action by any of the Staff, it remains the Supplier's responsibility to meet the requirements of this Contract. The Supplier shall inform the Customer immediately of impending or actual industrial disputes or action, which may affect the Supplier's ability to deliver the Services and of the Supplier's contingency plans for dealing with such disputes or action.

B5.5 The Supplier shall have in place systems for seeking and recording specialist professional advice and shall ensure that every member of Staff involved in the provision of the Services receives:-

- (a) proper and sufficient continuous professional and personal development, training and instruction; and
- (b) full and detailed appraisal (in terms of performance and on-going education and training),

each in accordance with Good Industry Practice and the standards of any applicable

relevant professional body.

- B5.6. The Supplier shall carry out Staff surveys in relation to the Services at intervals and in the form as agreed in writing from time to time.
- B5.7 The Supplier shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Supplier confirms that all persons employed or engaged by the Supplier were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- B5.8 Subject to Clause B5.9, before the Supplier engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Supplier shall without limitation, complete:-
- (a) the Employment Checks; and
 - (b) if appropriate such other checks as required by the Customer's Recruitment and Selection Policy and all other policies and documentation referred to therein including the Customer's Disclosure and Barring Service Policy referred to in this Contract.
- B5.9 Subject to Clause B5.10, the Supplier may engage a person in an Enhanced DBS Position (as applicable) pending the receipt of the Enhanced DBS & Barred List Check (as appropriate) with the agreement of the Customer.
- B5.10 Where Clause B5.9 applies, the Supplier shall ensure that until the Enhanced DBS & Barred List Check (as appropriate) is obtained, the following safeguards shall be put in place:-
- (a) an appropriately qualified and experienced member of Staff is appointed to supervise the new member of Staff; and
 - (b) wherever it is possible, this supervisor is on duty at the same time as the new member of Staff, or is available to be consulted; and
 - (c) the new member of Staff is accompanied at all times by either the appointed supervisor or a member of Staff who has already been subjected to the Staff Vetting Procedure whilst providing the Services under this Contract; and
 - (d) any other reasonable requirement of the Customer.
- B5.11 The Supplier shall (unless and to the extent agreed otherwise by the Customer in writing) conduct such questioning and investigation as is reasonable regarding any Convictions, where the above required checks reveal a Conviction.
- B5.12 Without prejudice to the provisions of this Clause B5, the Supplier shall not engage or continue to utilise in the provision of the Services involving or which are likely to involve access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, any member of Staff whose Conviction means it would reasonably be regarded as inappropriate for them to be conducting such activity.
- B5.13 If the Supplier fails to comply with Clause B5 and in the reasonable opinion of the Customer, such failure may be prejudicial to the interests of the Customer, then the Customer may terminate this Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.
- B5.14 The decision of the Customer as to whether the Supplier has failed to comply with Clause

B5 shall be final and conclusive.

- B5.15 The Supplier shall replace any of the Staff who the Customer reasonably determines have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Staff for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services at no additional cost to the Customer.
- B5.16 The Supplier shall maintain up-to-date personnel records on the Staff engaged in the provision of the Services and shall provide information to the Customer as the Customer reasonably requests on the Staff. The Supplier shall ensure at all times that it has the right to provide these records in compliance with the DPA.
- B5.17 The Supplier shall use its best endeavours to ensure continuity of personnel and to ensure that the turnover rate of its Staff engaged in the provision or management of the Services is at least as good as the prevailing industry norm for similar services, locations and environments.

B6 CUSTOMER'S ASSETS

- B6.1 Where the Customer issues Assets to the Supplier such Assets shall be and remain under the ownership of the Customer. The Supplier shall not in any circumstances have a lien over or any other interest in the Assets and the Supplier shall at all times possess the Assets as fiduciary agent and bailee of the Customer. The Supplier shall take all reasonable steps to ensure that the title of the Customer to the Assets and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Customer's request, store the Assets separately and ensure that it is clearly identifiable as belonging to the Customer.
- B6.2 The Assets shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Customer otherwise within five (5) Working Days of receipt.
- B6.3 The Supplier shall maintain the Assets in good order and condition (excluding fair wear and tear), and shall use the Assets solely in connection with this Contract and for no other purpose without prior Approval.
- B6.4 The Supplier shall ensure the security of all the Assets whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Customer's reasonable security requirements as notified to the Supplier by the Customer from time to time.
- B6.5 The Supplier shall be liable for all loss of, or damage to, the Assets (excluding fair wear and tear), unless such loss or damage was caused by the Customer's Default. The Supplier shall inform the Customer within two (2) Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Assets.

B7 OFFERS OF EMPLOYMENT

- B7.1 For the duration of this Contract and for a period of twelve (12) Months thereafter neither the Customer nor the Supplier shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

B8 TUPE AND PENSIONS

- B8.1 The Customer and the Supplier agree that where the identity of a contractor (including an

Incumbent Supplier) of any service which constitutes or will constitute part of the Services is changed as a result of entering into or pursuant to this Contract (including upon termination of this Contract) then the change may constitute a Relevant Transfer. Where there is a Relevant Transfer, the remainder of this Clause B8 shall apply.

- B8.2 The Supplier acknowledges and accepts that under the TUPE Regulations the contracts of employment of the Transferring Employees shall have effect (except in relation to occupational pension scheme benefits excluded under Regulation 10 of the TUPE Regulations) from the Transfer Date as if originally made between the Transferring Employees and the Supplier.
- B8.2A The Supplier shall prior to any formal consultation required in accordance with the TUPE Regulations provide to all Transferring Employees basic guidance on their rights under the TUPE regulations and such guidance shall conform to government department issued guidance e.g. BIS Guidance on TUPE 2006 as amended.
- B8.3 In the event that the Supplier enters into any Sub-Contracts in connection with this Contract, it shall impose obligations on its Sub-Contractors in the same terms as those imposed on it pursuant to this Clause B8 and shall ensure that each Sub-Contractor complies with such terms. The Supplier shall indemnify the Customer and keep the Customer indemnified in full from and against all direct, indirect or consequential liability or Losses awarded against or incurred or paid by the Customer as a result of or in connection with any failure on the part of a Sub-Contractor to comply with such terms.
- B8.4 The Supplier shall be responsible for all emoluments and outgoings in respect of the Transferring Employees and all Relevant Employees employed by the Supplier or any Sub-Contractor appointed by the Supplier, including without limitation, all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions, pension contributions and otherwise, which are attributable in whole or in part to the period after the Commencement Date (including any bonuses, commission, premiums, subscriptions and any other prepayments which are payable before the Commencement Date but which are attributable in whole or in part to the period after the Commencement Date). The Supplier shall indemnify and keep the Customer indemnified and harmless from and against all Losses and other liabilities which the Customer may incur in respect of the same.
- B8.5 The Customer has provided to the Supplier the information relating to the Transferring Employees at Tender stage but does not warrant that the information was accurate or complete. The Supplier acknowledges and accepts that it had the responsibility to carry out its own due diligence in relation to the information and the Transferring Employees prior to the Transfer Date.
- B8.6 The Supplier shall fully and accurately disclose to the Customer (and shall ensure that any relevant Sub-Contractor accurately discloses) any and all information in relation to all personnel engaged in the provision of the Services and all information that the Customer may reasonably request in relation to the Staff at the end of each Contract Year and at three (3) Monthly intervals during the final Contract Year or within ten (10) Working Days of the Customer's request including the following:-
- (a) a list of employees employed by the Supplier, or any Sub-Contractor; and
 - (b) a list of agency workers, agents and independent contractors engaged by the Supplier; and
 - (c) the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of those personnel; and

- (d) the age, gender, salary or other remuneration, date of continuous employment commenced and, if different, the commencement date, accrued holiday entitlement, pension details, location, retirement, enhancement rates, and any other factors affecting their redundancy and pension entitlements and any outstanding claims arising from employment of the Staff referred to in Clause B8.6(a); and
- (e) the terms and conditions of the employment/engagement of the Staff referred to in Clause B8.6(a), their job titles and qualifications; and
- (f) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
- (g) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

B8.7 Where the Supplier provides information in accordance with Clause B8.6 and the Supplier or Sub-Contractor makes or becomes aware of any changes or discovers new information the Supplier shall notify the Customer within five (5) Working Days of any such change or discovery.

B8.8 At the time of providing the disclosed information pursuant to Clauses B8.6 and B8.7, the Supplier shall warrant the completeness and accuracy of all such information. The Supplier authorises the Customer to use any and all information provided under Clause B8 to the Customer as it considers necessary for the purposes of its business or for informing any tenderer for any services which are substantially the same as the Services (or any part thereof).

B8.9 The Customer may use the information it receives from the Supplier pursuant to Clauses B8.6 and B8.7 for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Contract Period. The Supplier shall provide the Replacement Contractor with such assistance as it shall reasonably request for a period of twelve (12) weeks following the relevant transfer to the Replacement Contractor.

B8.10 The Supplier shall indemnify and keep indemnified and hold the Customer (both for itself and any Replacement Contractor) harmless from and against all Losses which the Customer or any Replacement Contractor may suffer or incur as a result of or in connection with:-

- (a) any claim of any nature (whether in contract, tort, under statute, pursuant to European Law or otherwise) brought by any of the Transferring Employees arising directly or indirectly out of any act, fault or omission whether of the Supplier, any Sub-Contractor or any third party (including an Incumbent Supplier) occurring prior to, in the course of or after any Relevant Transfer occurring by reason of this Contract and/or the Supplier becoming responsible for the performance of the Services;
- (b) the provision of information pursuant to Clause B8;
- (c) any claim or demand by any Relevant Employee (whether in contract, tort, under statute, pursuant to European Law or otherwise) in each and every case arising directly or indirectly from any act, fault or omission of the Supplier in respect of any Relevant Employer on or before the end of the Contract Period; and
- (d) any failure by the Supplier, whenever occurring and in connection with any Relevant Transfer, to comply with its obligations under Regulation 13 or 14 of TUPE or any

award of compensation under Regulation 15 of TUPE save where such failure arises from the failure of the Customer or a Replacement Contractor to comply with its duties under Regulation 13 of the Regulations;

(e) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Relevant Employees arising from or connected with any failure by the Supplier (whenever occurring and in connection with any Relevant Transfer) to comply with any legal obligation to such trade union, body or person; and

(e) any claim by any person who is transferred to the Supplier by an Incumbent Supplier or by the Supplier to the Customer and/or a Replacement Contractor whose name is not included in the list of Transferring Employees or Relevant Employees.

B8.10A The Supplier shall comply with the Pension Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.

B8.11 The Supplier shall ensure that, in accordance with the Pensions Direction, a Transferring Original Employee shall be granted:

(a) Pension rights that are broadly comparable to or better than those he/she has as an employee of the Incumbent Supplier; or

(b) continued access to the Local Government Pension Scheme for those employees who at the Transfer Date are members or eligible to be members of that pension scheme; and

(c) terms and conditions of employment which allow the Transferring Original Employee to enforce the protection afforded under Pensions Direction.

B8.12 Unless otherwise stated, this Clause B8 applies during the Contract Period and indefinitely thereafter.

B8.13 The Supplier undertakes to the Customer that, during the twelve (12) Months prior to the end of the Contract Period the Supplier shall not (and shall procure that any Sub-Contractor shall not) without the prior consent of the Customer (such consent not to be unreasonably withheld or delayed):-

(a) amend or vary (or purport or promise to amend or vary) the terms and conditions of the employment or engagement including for the avoidance of doubt pay of any Staff (other than where such amendment or variation has previously been agreed between the Supplier and the Staff in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Services);

(b) terminate or give notice to terminate the employment or engagement of any of the Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capacity);

(c) transfer away, remove, reduce or vary the involvement of any of the Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) shall not have any adverse impact upon the delivery of the Services by the Supplier, provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services; and

(d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

- B8.14 The Supplier confirms that it shall comply fully with its obligations under the TUPE Regulations in respect of providing information to any subsequent supplier (including any Replacement Contractor). The Supplier warrants that any information provided in accordance with Regulation 11 of the TUPE Regulations shall be accurate and complete.
- B8.15 The Supplier shall indemnify and keep the Customer and any Replacement Contractor indemnified in full from and against Losses awarded against or incurred or paid by the Customer or any Replacement Contractor as a result of or in connection with: -
- (a) the employment or termination of employment of any Relevant Employee or employee of any Sub-Contractor during any period prior to and including the date of expiry or termination of this Contract; and
 - (b) any claim brought against the Customer or any Replacement Contractor as a result of the Supplier's failure to comply with any of its obligations under the TUPE Regulations and this Contract.
- B8.16 Notwithstanding any provisions of this Contract, for the purposes of Clause B8 and in accordance with the Contracts (Rights of Third Parties) Act 1999, the Parties accept that any Replacement Contractor shall be entitled to enforce the benefits conferred to it under this Contract. If the Parties rescind this Contract or vary it in accordance with the relevant provisions of this Contract or terminate this Contract, the consent of any Replacement Contractor shall not be required for such rescission, variation or termination.
- B8.17 The Customer shall from the commencement of the last eighteen (18) Months of the Contract Period be entitled to apply retention of 3% against each invoice which will become due for payment in accordance with the Contract. The retention monies shall be held by the Customer until a Replacement Contractor has been awarded a contract for the Services under this Contract and shall be released to the Supplier within ten (10) Working Days of the commencement date of the contract with the Replacement Contractor PROVIDED ALWAYS that the Supplier has fully complied with its obligations under Clauses B10.2A, B10.5, B10.6, B10.7, B10.13 and B10.14 Any failure of the Supplier to comply with the aforesaid provisions shall constitute an automatic forfeiture of the retention monies.

B9 BEST VALUE

- B9.1 The Supplier shall provide to the Customer all such assistance, information and documentation as the Customer shall reasonably require for the purpose of compliance with its obligations of Best Value under Part 1 of the Local Government Act 1999.

B10 SERVICE IMPROVEMENT

- B10.1 The Supplier shall throughout the duration of this Contract identify and discuss any improvements and enhancements which would improve the Services and delivery of the Services. Without prejudice to the foregoing, the Supplier shall, at its own cost submit a report to the Customer within thirty (30) Working Days of the end of each Contract Year, which shall identify the emergence of new and evolving relevant technologies, research and development elsewhere and processes and any other change which could improve the Services and the delivery thereof. Such report shall be provided in sufficient detail to enable the Customer to evaluate properly the benefits of the change.
- B10.2 If the Customer wishes to incorporate any improvement identified by the Supplier pursuant to Clause B10.1, the Customer shall send the Supplier a Customer Change Control Notice and the Parties shall discuss the implementation of the associated Change in accordance with the Change Control Procedure provided always that if the Supplier's costs in

providing the Services to the Customer are reduced as a result of any business change implemented by the Supplier, a saving as agreed between the Parties shall be passed on to the Customer by way of a consequential and immediate reduction in the Service Charges.

B11 COMPLAINTS

B11.1 The Supplier shall maintain an up to date, comprehensive and detailed written record of all complaints it receives regarding the Services which shall be available to the Customer upon request from time to time and as soon as practicable or in any event within five (5) Working Days of such request by the Customer. Such records shall contain all relevant details of the complaint including the following details: -

- (a) the member of Staff or other person to whom the complaint was made and the name and job title of that person;
- (b) the name and address (if known) of the person making the complaint and in what capacity the complaint was made;
- (c) the nature and extent of the default of which complaint was made;
- (d) the date and time of complaint; and
- (e) any action taken to remedy the complaint, and if no action is to be taken, the reasons why no action is to be taken.

B11.2 Where a complaint is received regarding: -

- (a) the standard of Services;
- (b) the manner in which any Services have been supplied;
- (c) the manner in which work has been performed;
- (d) the materials or procedures used by the Supplier; or
- (e) any other matter connected with the performance of the Supplier's obligations under this Contract,

then the Customer shall notify the Supplier, and where considered appropriate by the Customer, the Supplier shall investigate the complaint.

B11.3 The Customer shall have the right to investigate all complaints which fall within this Clause B11 and to take such steps, or require the taking of such steps by the Supplier, as it deems necessary (acting reasonably) in order to deal with the complaint. The Supplier shall promptly provide such documentation, information and assistance (including access to Staff) as the Customer may reasonably require in order to enable the Customer to investigate and deal with a complaint.

B11.4 Without prejudice to its other rights and remedies under the Contract, the Customer may, in its sole discretion, uphold the complaint and take further action in accordance with Clause F5.1, Clause H2 (Termination on Default) or H7 (Improvement Plan Process) of this Contract.

B11A INCIDENTS REQUIRING REPORTING

B11A.1 For those activities where the Supplier is required to be CQC registered it shall comply with the requirements and arrangements for notification of deaths and other incidents to CQC in accordance with CQC Regulations and for those activities where the Supplier is not required to be CQC registered it shall notify Serious Incidents to any Regulatory Body as applicable, in accordance with the Law.

- B11A.2 The Supplier shall notify any Serious Incident or Safety Incident which directly or indirectly concerns any Service User, to the Customer within five (5) Working Days.
- B11A.3 The Parties shall comply with the arrangements for reporting, investigating, implementing and sharing the Lessons Learned from Serious Incidents, Safety Incidents and non-Service User safety incidents that are agreed between the Supplier and the Customer.
- B11A.4 Subject to the provisions of this Contract and the Law, the Customer shall have discretion to use the information provided by the Supplier under clause B11 or this clause B.11A for any purpose in relation to the exercise of the Customer's statutory functions.

B12. CONSENT

- B12.1 The Supplier shall publish, maintain and operate a Service User consent policy which complies with Good Practice and the Law.

B13. SERVICE USER RECORDS

- B13.1 The Supplier shall create, maintain, store and retain Service User records for all Service Users. The Supplier must retain Service User records for the periods of time required by Law and securely destroy them thereafter in accordance with any applicable Guidance and shall comply with clause E1 in respect of all such records.
- B13.2 The Supplier shall:-
- (a) use Service User records solely for the execution of the Supplier's obligations under this Contract; and
 - (b) give each Service User full and accurate information regarding the Services received.
- B13.3 Subject to Guidance and where appropriate, the Service User records shall include the Service User's verified NHS number.
- B13.4 The Supplier shall at all times during the term of this Contract have a Caldicott Guardian and shall notify the Customer of their identity and contact details prior to the Service Commencement Date. If the Supplier replaces its Caldicott Guardian at any time during the term of this Contract, it shall promptly notify the Customer of the identity and contact details of such replacements.

B14 BUSINESS CONTINUITY

- B14.1 The Supplier shall ensure that it is able to implement the provisions of the Disaster Recovery and Business Continuity Plan at any time in accordance with its terms to ensure that the Services shall be maintained in the event of disruption (including disruption to information technology systems) to the Supplier's operations and those of its Sub-Contractors however caused. Such contingency plans shall be available for the Customer to inspect and to practically test at any reasonable time and shall be subject to regular updating and review throughout the Contract Period in accordance with Schedule 7.
- B14.2 The Supplier shall test the Disaster Recovery and Business Continuity Plan on a regular basis (and, in any event, not less than once in every twelve (12) Month period). The Customer shall be entitled to participate in such tests as it may reasonably require.
- B14.3 Following each test, where requested by the Customer, the Supplier shall send to the Customer a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Customer considers to be necessary as a result of those tests.

B14.4 The Supplier shall implement the Disaster Recovery and Business Continuity Plan in the event that the Services are not available for more than forty eight (48) hours.

B15 CO-OPERATION

B15.1 The Parties shall at all times act in good faith towards each other.

B15.2 The Supplier shall co-operate fully and liaise appropriately with:-

- (a) the Customer;
- (b) any third party provider who the Service User may be transferred to or from the Supplier;
- (c) any third party provider which may be providing care to the Service User at the same time as the Supplier's provision of the relevant Services to the Service User; and
- (d) primary, secondary and social care services,

in order to:

- e) ensure that a consistently high standard of care for the Service User is at all times maintained;
- f) ensure a co-ordinated approach is taken to promoting the quality of Service User care across all pathways spanning more than one provider;
- g) achieve a continuation of the Services that avoids inconvenience to, or risk to the health and safety of, Service Users, employees of the Customer's or members of the public.

C PAYMENT AND SERVICE CHARGES

C1 SERVICE CHARGES

C1.1 In consideration of the Supplier's proper performance of its obligations under this Contract, the Customer shall pay the Service Charges in accordance with Clause C2 (Payment and VAT) and Schedule 3 (Payment Mechanism).

C1.2 The Customer shall, subject to Clause C1.1, in addition to the Service Charges and following Receipt of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with this Contract.

C2 PAYMENT AND VAT

C2.1 The calculation and payment of the Service Charges under this Contract shall be dealt with in accordance with the provisions set out in Schedule 3.

C2.2 Where the Supplier enters into a Sub-Contract with a supplier or contractor for the purpose of performing its obligations under this Contract, it shall ensure that a provision is included in such a Sub-Contract which requires:-

- (a) payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) days from the Receipt of a valid invoice; and

- (b) the counterparty to that Sub-Contract to include in any sub-contract which it awards provisions having the same effect as the provisions of clause C2.2(a).
- C2.3 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this Clause C2.3 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.
- C2.3A All payments to be made by the Customer under this Contract are stated to be exclusive of VAT which shall be additionally paid by the Customer where relevant at the prevailing rate and from time to time in the manner prescribed by Law.
- C2.4 The Supplier shall not be entitled to suspend the supply of the Services for any failure by the Customer to pay undisputed sums of money in accordance with the Contract.
- C2.5 Interest shall be payable on the late payment of any undisputed sums of money due to either Party under this Contract such interest to be calculated at the rate of 4% over the Bank of England base rate for the time being, from the final date for payment to and including the date on which such amount is paid or discharged.
- C2.6 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Customer pursuant to this Contract and shall declare and make available for inspection to the Customer all Service Charges components including costs, profit, central office overheads and all and any relevant books of account, correspondence, agreements, orders, invoices, receipts and other relevant documents. Such records shall be retained for inspection by the Customer twelve (12) years from the end of the Contract Year to which the records relate.
- C2.6A All payments to be made by the Customer under this Contract are stated to be exclusive of VAT which shall be additionally paid by the Customer where relevant at the prevailing rate and from time to time in the manner prescribed by Law.
- C2.7 Without prejudice to Clause C2.3A, for the avoidance of doubt, it shall be the sole responsibility of the Supplier to:-
- (a) assess the VAT rate and tax liability arising out of or in connection with the Contract; and
 - (b) account for or pay any VAT (and any other tax liability) relating to payments made to the Supplier under the Contract to HM Revenue and Customs ("HMRC").
- C2.8 The Customer shall not be liable to the Supplier in any way whatsoever for any error or failure by the Supplier (or the Customer) in relation to VAT, including without limit:-
- (a) where the Supplier is subject to a VAT ruling(s) by HMRC (or such other relevant authority) in connection with the Contract;
 - (b) where the Supplier has assumed that it can recover input VAT and (for whatever reason) this assumption is subsequently held by HMRC (or such relevant authority) to be incorrect or invalid; and/or
 - (c) where the Supplier's treatment of VAT in respect of any claim for payment made under the Contract is subsequently held by HMRC (or such other relevant authority)

for whatever reason to be incorrect or invalid;

- (d) where the Supplier has specified a rate of VAT, or a VAT classification, to the Customer (including but not limited to Out of Scope, Exempt, 0%, Standard Rate and Reduced Rate) but the Supplier subsequently regards such a rate, or such a classification, as being a mistake on its part. Further, in this scenario C2.8 (d), the Supplier shall be obliged to repay any overpayment by the Customer on demand.

C2.9 Where the Supplier does not submit a VAT invoice together with any claim for payment of the Services Charges, the Customer shall not be liable to pay any VAT for that claim of the Service Charges either when it falls due or at any later date.

C3 RECOVERY OF SUMS DUE

C3.1 Wherever under this Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of this Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under this Contract or under any other agreement or contract with the Customer.

C3.2 Any overpayment by either Party, whether of the Service Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C3.3 The Supplier shall make all payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

C3.4 All payments due shall be made within a reasonable time unless otherwise specified in this Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C4 SERVICE CHARGES ADJUSTMENT ON EXTENSION

C4.1 The Service Charges shall apply for the Initial Contract Period. In the event that the Customer opts to extend the Initial Contract Period pursuant to Clause A2.2 the Customer will in the six (6) Month period prior to the expiry of the Initial Contract Period, enter into good faith negotiations with the Supplier for a period of not more than thirty (30) Working Days to agree a variation in the Service Charges. This same process shall apply each time the Customer elects to extend the Contract Period pursuant to Clause A2.2, with the six (6) Month period being that which is prior to the expiry of the relevant period of extension.

C4.2 If a variation in the Service Charges is agreed between the Customer and the Supplier, the revised Service Charges shall take effect from the first day of any period of extension and shall apply during such period of extension.

C4.3 Any increase in the Service Charges pursuant to Clause C4.1 shall not exceed the average percentage change in the Office of National Statistics' Consumer Prices Index (CPI) or the Retail Price Index (RPI), whichever is the lowest between the Commencement Date and the date six (6) Months before the end of the Initial Contract Period. For each subsequent period of extension, any increase in the Service Charges pursuant to Clause C4.1 shall not exceed the average percentage change in the Office of National Statistics' Consumer Prices Index (CPI) or the Retail Price Index (RPI), whichever is the lowest between the commencement date of the relevant period of extension and the date six (6) Months before the end of the relevant period of extension.

C5 PERFORMANCE MANAGEMENT

- C5.1 The Supplier shall ensure that the Services meet or exceed the Key Performance Indicators and the Performance Indicators in accordance with Schedule 5.
- C5.2 The Supplier shall provide the Customer with a Quarterly report detailing its performance in respect of all performance measures set out in Schedule 5, with the exception of several Monthly reporting obligations detailed at Annex A of Schedule 5. The Supplier shall provide each Quarterly report to the Customer no less than seven (7) calendar day prior to the date of each Contract Management Meeting referred to in Clause C5.4, or within such other timescale as the Parties may otherwise agree, and shall provide each Monthly report no later than 10 calendar days after the end of each Month, or such other timescale as the Parties may agree.
- C5.3 In accordance with Schedule 5, if the Supplier fails to provide the Services in accordance with WBS_KPI-01, WBS_KPI-03 and WBS_KPI-04, the Supplier may incur Service Credits. The Customer shall carry out a reconciliation of all Service Credits incurred during a Contract Year so as to ensure that the limitation on the Provider's liability as set out in Clause G1.3A is not exceeded.
- C5.4 During the first six (6) Months of the Contract Period, the Contract Managers of both Parties shall have regular Monthly meetings to monitor and review the performance of this Contract, the achievement against the KPIs and other performance measures and the provision of the Services ("Contract Management Meeting"). After the first six (6) Months of the Contract Period, or once the Customer is satisfied the Contract is effectively implemented and established, the frequency of Contract Management Meetings shall change to be Quarterly. Such meetings shall be minuted by the Customer and copies of the minutes shall be circulated to and approved by both Parties.
- C5.5 Prior to each Contract Management Meeting, the Customer shall notify the Supplier's Contract Manager, and vice versa, of any problems relating to the provision of the Services for discussion at the Contract Management Meeting. At the meeting, the Parties shall agree a plan to address such problems. In the event of any problem being unresolved or a failure to agree a plan, the procedures set out in Clause H7 shall apply. Progress at implementing the plan shall be included in the agenda for the next Contract Management Meeting.
- C5.6 The right to apply Service Credits shall be without prejudice to any other right or financial remedy available to the Customer arising out of the Supplier's failure to meet a Key Performance Indicator.
- C5.7 The Supplier shall attend all such other meetings and provide such reports as may reasonably be required by the Customer including those reports and meetings as set out in Schedule 1 and Schedule 5.

C6 CONTRACT MANAGEMENT

- C6.1 The Supplier shall work with the Customer to establish and maintain an effective and beneficial working relationship to ensure the Contract is delivered to at least the minimum required standard as specified.
- C6.2 The Supplier shall work with the Customer to establish suitable administrative arrangements for the effective management and performance monitoring of the Contract and shall provide information as requested to monitor and evaluate the success of the Contract and the Supplier's management and delivery of it.

- C6.3 The Supplier shall supply information reasonably requested and relevant to the delivery of the Services to the Customer, using formats and to the timescales specified by the Customer.
- C6.4 The Customer intends, wherever it can, to capture and collate information through its IT system(s) and accordingly the Supplier shall use the Mosaic system as its information management system, inputting information into the system as required by the Customer and as set out in the Specification. The Customer further reserves the right to make reasonable requests for information (at no additional charge) from the Supplier including ad-hoc requests for information from time to time.
- C6.5 The Customer, acting reasonably, may require the provision of any information relating to the performance of the Services within the Service Charges
- C6.6 Where an ongoing, short-term or one-off requirement is agreed, both Parties agree that it shall be included, or deemed to be included within the Contract.
- C6.7 Contract Management Meetings as referred to in Clause C5 between the Customer and the Supplier shall also cover, as appropriate, resolving disputes and/or dealing with contractual breaches in accordance with the terms and conditions of this Contract.
- C6.8 The Customer may undertake spot checks at any time to ensure that the Supplier is complying with its obligations under this Contract and the Supplier shall co-operate fully, at its own cost, with the Customer.
- C6.9 The Supplier shall be responsible for managing and reporting on any Sub-Contractual arrangements. Arrangements shall include mechanisms for the provision of management information, change control procedures and the prompt resolution of any problems. The Customer shall agree with the Supplier day-to-day relationship management, contact points, communication flows and escalation procedures.
- C6.10 The Supplier shall be expected to continuously improve the quality of the provision of the Services including that delivered by Sub-Contractors.

STATUTORY OBLIGATIONS AND REGULATIONS

D1 PREVENTION OF BRIBERY

- D1.1 The Supplier:
- (a) shall not, and shall procure that all Staff shall not, in connection with this Contract commit a Prohibited Act; and
 - (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Customer, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Customer before execution of this Contract.
- D1.2 The Supplier shall:-
- (a) if requested, provide the Customer with any reasonable assistance, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act; and
 - (b) within five (5) Working Days of the Commencement Date, and annually thereafter,

certify to the Customer in writing (such certification to be signed by an officer of the Supplier) compliance with this Clause D1 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Contract. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.

- D1.3 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Customer) to prevent any Staff4 from committing a Prohibited Act and shall enforce it where appropriate.
- D1.4 The Supplier shall immediately notify the Customer in writing if it becomes aware of or suspects any Default of Clause D1.1 or has reason to believe that it has or any Staff has:-
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act or Default of Clause D1.1(b);
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act or breach of Clause D1.1(b).
- D1.5 If the Supplier notifies the Customer that it suspects or knows that there may be a breach of Clause D1, the Supplier must respond promptly and in any event within ten (10) Working Days to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit books, records and any other relevant documentation. This obligation shall continue for twelve (12) calendar years following the expiry or termination of this Contract.
- D1.6 The Customer may:-
- (a) terminate this Contract by written notice with immediate effect and recover from the Supplier the amount of any Loss suffered by the Customer resulting from the termination including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period if the Supplier breaches Clause D1; and
 - (b) recover in full from the Supplier any other Losses sustained by the Customer in consequence of any Default of Clause D1.
- D1.7 Any notice of termination under Clause D1.6 must specify:-
- (a) the nature of the Prohibited Act;
 - (b) the identity of the party whom the Customer believes has committed the Prohibited Act; and
 - (c) the date on which this Contract shall terminate.
- D1.8 Despite Clause I2 (Disputes), any dispute relating to:-
- (a) the interpretation of Clause D1; or

(b) the amount or value of any gift, consideration or commission,

shall be determined by the Customer acting reasonably having given due consideration to all relevant factors and its decision shall be final and conclusive.

D1.9 Any termination under Clause D1.6 shall be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer.

D1.10 In exercising its rights or remedies under Clause D1.6, the Customer shall act in a reasonable and proportionate manner having regard to such matters as the gravity of the conduct prohibited by Clause D1.1 and the identity of the person performing that Prohibited Act/prohibited conduct.

D2 ANTI-DISCRIMINATION

D2.1 The Supplier shall not unlawfully discriminate within the meaning and scope of Equality Legislation or other any Law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

D2.2 The Parties shall not discriminate between or against Service Users, on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation or any other non-medical characteristics except as permitted by the Law.

D2.3 The Supplier shall provide appropriate assistance and make reasonable adjustments for Service Users, who do not speak, read or write English or who have communication difficulties (including without limitation hearing, oral or learning impairments).

D2.4 In performing this Contract the Supplier shall comply with the Equality Act 2010 and have due regard to the obligations contemplated by section 149 of the Equality Act 2010 to:-

- (a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the Equality Act 2010;
- (b) advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it; and
- (c) foster good relations between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it and for the avoidance of doubt this obligation shall apply whether or not the Supplier is a public authority for the purposes of section 149 of the Equality Act 2010.

D2.5 The Supplier shall take all reasonable steps to secure the observance of Clause D2.1 by all Staff employed in performance of this Contract.

D2.6 The Supplier shall notify the Customer forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Supplier under Equality Legislation or other any Law, enactment, order or regulation relating to discrimination.

D2.7 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Supplier's performance of this Contract being in contravention of Equality Legislation or other any Law, enactment, order or regulation relating to discrimination, the Supplier

shall, free of charge:-

- (a) provide any information requested in the timescale allotted;
- (b) attend any meetings as required and permit the Staff to attend;
- (c) promptly allow access to and investigation of any documents or data deemed to be relevant;
- (d) allow the Supplier and any of the Staff to appear as witness in any ensuing proceedings, and
- (e) cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

D2.8 Where any investigation is conducted or proceedings are brought under Equality Legislation or other any Law, enactment, order or regulation relating to discrimination which arise directly or indirectly out of any act or omission of the Supplier, its agents, Sub-Contractors or Staff, and where there is a finding against the Supplier in such investigation or proceedings, the Supplier shall indemnify the Customer with respect to all Losses arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Customer may have been ordered or required to pay to a third party.

D2.9 The Supplier must ensure that all written information produced or used in connection with this Contract is as accessible as possible to people with disabilities and to people whose level of literacy in English is limited.

D2.10 The Supplier acknowledges that the Customer may carry out an impact analysis as defined under the Equality Act 2010 in respect of any aspect of the provision of the Services and the Supplier shall provide all necessary assistance and information to the Customer as may be required in relation to the performance of an impact analysis by the Customer. The Supplier shall implement any changes or adjustments that are required as a result of, or in connection with the outcome of the impact analysis undertaken by the Customer.

D3 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

D3.1 A person who is not a Party to this Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties.

D4 ENVIRONMENTAL REQUIREMENTS

D4.1 The Supplier shall, when working at any Premises in the delivery of the Services, perform its obligations under this Contract in accordance with the Customer's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

D5 HEALTH AND SAFETY

D5.1 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other Law relating to health and safety, which may apply to the Staff and other persons working in the performance of its obligations under this Contract.

- D5.2 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Customer on request.
- D5.3 The Supplier shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under this Contract where that incident causes any personal injury to Staff, Service Users or third parties and/or damage to property which could give rise to personal injury claim and/or other claim in relation to such damage to property.
- D5.4 Each Party shall promptly (within twenty four (24) hours) notify the other of any health and safety hazards which may exist or arise in connection with the performance of its or the other Party's obligations under this Contract.
- D5.5 The Supplier shall co-operate with officers of the Customer, or its representatives, investigating any health and safety matter.

D6 SAFEGUARDING

- D6.1 The Supplier shall make the necessary arrangements to ensure compliance with all Laws relevant to the duty to safeguard and promote the welfare of children and vulnerable adults in the delivery of all aspects of the Service including but not limited to Section 11 of the Children Act 2004, the Safeguarding Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012) and The Mental Health Act 1983.
- D6.2 The Supplier, if it has responsibility for the management and control of Regulated Activity (as defined under the legislation identified below), shall make the necessary arrangements to ensure compliance with Section 11 of the Children Act 2004 (the duty to safeguard and promote the welfare of children in the delivery of all aspects of the Service) and the Safeguarding Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012).
- D6.3 The Supplier shall make the necessary arrangements to ensure compliance with registration requirements with the Disclosure and Barring Service.
- D6.4 To fulfil the commitment to safeguard and promote the welfare of children and vulnerable adults, as appropriate, the Supplier shall have:-
- (a) Clear priorities for safeguarding and promoting the welfare of children/vulnerable adults explicitly stated in strategic policy documents;
 - (b) A clear commitment by senior management to the importance of safeguarding and promoting children/vulnerable adults' welfare;
 - (c) A clear line of accountability within the organisation for work on safeguarding and promoting the welfare of children/vulnerable adults;
 - (d) Recruitment and human resources procedures in compliance with Clause B5 in order to safeguard and promote the welfare of children/vulnerable adults;
 - (e) Procedures for dealing with allegations of abuse against Staff and volunteers;
 - (f) Arrangements to ensure all Staff undertake appropriate training and refresher training to enable them to carry out their responsibilities effectively;
 - (g) Policies for safeguarding and promoting the welfare of children/vulnerable adults and procedures that are in accordance with guidance and locally agreed inter-agency procedures;

- (h) Arrangements to work effectively with other organisations to safeguard and promote the welfare of children/vulnerable adults including sharing of information;
- (i) A culture of listening to and engaging in dialogue with children/vulnerable adults; and
- (j) Appropriate whistle-blowing procedures.

D6.5 The Supplier shall immediately notify the Customer of any information it reasonably requests to enable it to be satisfied that the obligations of Clauses B5 and D6 have been met.

PROTECTION OF INFORMATION

E1 DATA PROTECTION

E1.1 The Parties are each Controllers, independent of one another and are separately responsible for meeting their respective obligations under Data Protection Legislation.

E1.2 The Supplier shall comply with the data Processing provisions set out in Schedule 8.

E2 CONFIDENTIAL INFORMATION

E2.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:-

- (a) treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
- (b) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

E2.2 Clause E2.1 shall not apply to the extent that:-

- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause E3 (Transparency and Freedom of Information);
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- (a) it is independently developed without access to the other Party's Confidential Information.

E2.3 The Supplier may only disclose the Customer's Confidential Information to Staff and Sub-Contractors who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations of confidentiality.

E2.4 The Supplier shall not use any of the Customer's Confidential Information received

otherwise than for the purposes of this Contract.

- E2.5 At the written request of the Customer, the Supplier shall procure that the Staff identified in the Customer's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- E2.6 Nothing in this Contract shall prevent the Customer from disclosing the Supplier's Confidential Information:-
- (a) to any Crown body or any other public body. All Crown bodies or public bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown bodies or other public bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any public body;
 - (b) to any consultant, professional adviser, contractor, supplier or other person engaged by the Customer or any person conducting a government office gateway review;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (d) for the purpose of the examination and certification of the Customer's accounts;
 - (e) on a confidential basis for the purpose of the exercise of its rights under this Contract including for auditing purposes, to a body to novate, assign or dispose of its rights under the Contract (Clause F1.8), to a Replacement Contractor (Clause H5.1(c)); Contractor (Clause H6.2) and for the purpose of the examination and certification of the Customer's accounts; or
 - (f) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.
- E2.7 The Customer shall use all reasonable endeavours to ensure that any government department, public body, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to Clause E2.6 is made aware of the Customer's obligations of confidentiality.
- E2.8 Nothing in this Clause E2 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.
- E2.9 Any breach by the Supplier of Clauses E2.1 – E2.4 shall be a breach incapable of remedy for the purposes of Clause H2 and shall entitle the Customer (at its absolute discretion) to exercise its rights under the corresponding provisions of Clause H2.
- E2.10 The Parties acknowledge that except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- E2.11 Notwithstanding any other term of this Contract, the Supplier hereby gives consent for the Customer to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Contract, to the general public.

E3 TRANSPARENCY AND FREEDOM OF INFORMATION

- E3.1 The Parties acknowledge that the content of this Contract, including any changes to this Contract agreed from time to time (the "Transparency Information") is not Confidential Information.
- E3.2 Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Customer to publish to the general public the Transparency Information in its entirety (but with any Information which is exempt from disclosure in accordance with the provisions of the FOIA or EIR redacted). The Customer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- E3.3 The Supplier shall assist and co-operate with the Customer to enable the Customer to publish the Transparency Information.
- E3.4 The Customer acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication it will provide a clear explanation to the Supplier. If the Customer believes that publication of any element of the Transparency Information would be contrary to the public interest, the Customer shall be entitled to exclude such Information from publication. The Supplier acknowledges that the Customer would expect the public interest by default to be best served by publication of the Transparency Information in its entirety.
- E3.5 The Customer shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the Transparency Information being published to ensure the public obtain a fair view on how the Contract is being performed, having regard to the context of the wider commercial relationship with the Supplier.
- E3.6 The Supplier agrees that any Information it holds that is reasonably relevant to or that arises from the provision of the Services shall be provided to the Customer on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Customer may disclose such Information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to clause E2.6(c)) and E11) publish such Information. The Supplier shall provide to the Customer within five (5) Working Days (or such other period as the Customer may reasonably specify) any such Information requested by the Customer.
- E3.7 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- E3.8 The Supplier shall and shall procure that any Sub-Contractors shall:-
- (a) transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - (b) provide the Customer with a copy of all Information in its possession, or power in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
 - (c) provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance

set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

- E3.9 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- E3.10 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Customer.
- E3.11 The Supplier acknowledges that (notwithstanding the provisions of Clause E3.7) the Customer may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under section 45 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Supplier or the Services in certain circumstances:-
- (a) without consulting the Supplier; or
 - (b) following consultation with the Supplier and having taken their views into account;
- provided always that where E3.11(a) applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- E3.12 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.
- E3.13 The Supplier acknowledges that the Customer may be obliged to disclose Commercially Sensitive Information in accordance with this Clause E3.

E4 PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- E4.1 The Supplier shall not:-
- (a) make any press announcements or publicise this Contract or its contents in any way; or
 - (b) use the Customer's name or brand/logo in any promotion or marketing or announcements of orders
- without the Approval of the Customer which shall not be unreasonably withheld or delayed.
- E4.2 Both Parties shall take reasonable steps to ensure that their employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with Clause E4.1.
- E4.3 If so requested by the Customer, the notepaper and other written material of the Supplier and Sub-Contractors relating to the delivery of the Services shall carry only logos and markings Approved by the Customer.
- E4.4 All publicity and marketing material produced by the Supplier and/or its Sub-Contractors in relation to this Contract shall be submitted to the Customer for Approval and no such items shall be printed (other than for purposes of Approval) until such Approval is received

E5 SECURITY

- E5.1 The Supplier shall provide the Customer upon request copies of its written security procedures and proof of independent validation. The Supplier shall afford the Customer, upon request, opportunity to inspect the Supplier's security arrangements prior to the Commencement Date and at any time during the Contract Period.
- E5.2 The Supplier shall comply with the minimum information security controls detailed at Schedule 8 to this Contract at all time when processing the Customer's Personal Data for the purposes or in connection with the delivery of the Services. Failure by the Supplier to comply with this obligation shall constitute a Material Default and be dealt with in accordance with Clause H2.

E6 INTELLECTUAL PROPERTY RIGHTS

- E6.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, logos, branding, models, designs or other material (the "**IP Materials**"):-
- (a) furnished to or made available to the Supplier by or on behalf of the Customer shall remain the property of the Customer; and
 - (b) prepared by or for the Supplier on behalf of the Customer for use, or intended use, in relation to the performance by the Supplier of its obligations under the Contract shall belong to the Customer;

and the Supplier shall not (except when necessary for the performance of this Contract) without prior Approval, use or disclose any Intellectual Property Rights in the IP Materials.

- E6.2 The Supplier hereby assigns to the Customer, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with Clause E6.1(b). This assignment shall take effect on the date of this Contract or as a present assignment of future rights that shall take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier. The Supplier shall execute all documentation necessary to execute this assignment.
- E6.3 The Supplier shall waive or procure a waiver of any moral rights subsisting in copyright produced by this Contract or the performance of this Contract.
- E6.4 The Customer shall grant to the Supplier a non-exclusive, revocable, free licence for the Contract period to use the IP Materials where it is necessary for the Supplier to supply the Services. The Supplier shall have the right to sub-licence the Supplier's use of the IP Materials. At the end of the Contract Period or early termination thereof the Supplier shall cease to use and shall ensure that any Sub-Contractor ceases to use the IP Materials.
- E6.4A The Customer shall grant to the Supplier a non-exclusive, revocable, free licence for the Contract period to use the Customer Software, namely Mosaic, where it is necessary for the Supplier to supply the Services. Subject to prior Approval of the Sub-Contractor, the Supplier may sub-licence the Supplier's use of the Mosaic. At the end of the Contract Period or early termination thereof the Supplier shall cease to use and shall ensure that any Sub-Contractor ceases to use Mosaic. The Supplier shall indemnify the Customer in respect of all Losses the Customer sustains as a result of the Supplier's and any Sub-Contractor's use or misuse of Mosaic.
- E6.5 The Supplier shall grant the Customer a non-exclusive, irrevocable, free licence for the Contract Period to use the Supplier's Intellectual Property Rights where it is necessary for

the Customer in the provision of the Services. At the end of the Contract Period, the Customer shall cease to use the Supplier's Intellectual Property Rights.

- E6.6 The Supplier shall obtain Approval from the Customer before using any material in relation to the performance of its obligations under the Contract which is or may be subject to any third party Intellectual Property Rights. The Supplier shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform this Contract grants to the Customer a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Customer an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable. That licence or sub-licence shall also include the right for the Customer to sub-licence, transfer, novate or assign to other public bodies, the Replacement Contractor or to any other third party supplying services to the Customer.
- E6.7 The Supplier shall not infringe any Intellectual Property Rights of any third party in supplying the Services. The Supplier shall, during and after the Contract Period, indemnify and keep indemnified and hold the Customer harmless from and against all Losses which the Customer may suffer or incur as a result of or in connection with any breach of this Clause E6, except where any such claim arises from:-
- (a) items or materials based upon designs supplied by the Customer; or
 - (b) the use of data supplied by the Customer which is not required to be verified by the Supplier under any provision of this Contract.
- E6.8 The Customer shall notify the Supplier in writing of any claim or demand brought against the Customer for infringement or alleged infringement of any Intellectual Property Rights in materials supplied or licensed by the Supplier.
- E6.9 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Supplier, provided always that the Supplier:-
- (a) shall consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;
 - (b) shall take due and proper account of the interests of the Customer; and
 - (c) shall not settle or compromise any claim without the Customer's Approval (not to be unreasonably withheld or delayed).
- E6.10 The Customer shall at the request of the Supplier provide the Supplier with all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Customer or the Supplier by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Supplier's obligations under this Contract. The Supplier shall indemnify the Customer for all Losses incurred in doing so.
- E6.11 The Customer and the Supplier shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Rights by the Customer or the Supplier in connection with the performance of this Contract.
- E6.12 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Rights is made in connection with this Contract or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Customer and, at its own

expense and subject to the Approval of the Customer (not to be unreasonably withheld or delayed), use its best endeavours to:-

- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or
- (b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Customer,

and in the event that the Supplier is unable to comply with Clauses E6.12(a) or (b) within twenty (20) Working Days of receipt of the Supplier's notification the Customer may terminate this Contract with immediate effect by notice in writing.

E7 AUDIT

E7.1 The Supplier shall keep and maintain until seven (7) years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of this Contract including the Services supplied under it, all expenditure reimbursed by the Customer, and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's Representatives such access to those records as may be requested by the Customer in connection with this Contract.

E7.2 The Customer may at any time during the Contract Period and for a period of twelve (12) Months after the Contract Period, conduct an audit for the following purposes:-

- (a) to verify the accuracy of the Service Charges that become due and payable by the Customer to the Supplier in respect of the Services (and proposed or actual Changes to them in accordance with the Contract) or the costs of all suppliers (including Sub-Contractors) of the Services;
- (b) to review the integrity, confidentiality and security of the Customer Personal Data;
- (c) to review the Supplier's compliance with the DPA, FOIA and other Law applicable to the Services;
- (d) to review the Supplier's compliance with its obligations under the Contract;
- (e) to review any records created during the provision of the Services;
- (f) to review any books of account kept by the Supplier in connection with the provisions of the Services;
- (g) to carry out the audit and certification of the Customer's accounts;
- (h) to carry out an examination of the economy efficiency and effectiveness with which the Customer has used its resources;
- (i) to verify the accuracy and completeness of any management information delivered or required by this Contract; and
- (j) generally to exercise its rights in relation to Open-Book Accounting contained within this Contract

E7.3 The Customer shall use its reasonable endeavours to ensure that the conduct of each

audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

E7.4 Subject to the Customer's obligation of confidentiality, the Supplier shall on demand provide the Customer and any other Regulatory Body (and/or their agents or representatives) with all reasonable co-operation, access and assistance in relation to each audit, including:-

- (a) all Information requested within the permitted scope of the audit;
- (b) reasonable access to any premises or sites controlled by the Supplier and to any Equipment and Assets used (whether exclusively or non-exclusively) in the performance of the Services;
- (c) access to the Staff;
- (d) access to software owned or licenced to the Supplier including software which is or will be used by the Supplier for the purposes of providing the Services; and
- (e) accommodation (including desks) at the Supplier's premises as reasonably required to conduct the audit.

E7.5 The Customer shall endeavour to (but shall not be obliged to) provide at least fourteen (14) calendar days' notice of its intention to conduct an audit.

E7.6 If an audit identifies that:-

- (a) the Supplier has committed a material Default which is capable of remedy, the Supplier shall correct such Default as soon as reasonably practicable and implement an Improvement Plan in accordance with the Improvement Plan Process;
- (b) the Customer has overpaid any charges that became due and payable by the Customer to the Supplier in respect of the Services properly rendered, the Supplier shall pay to the Customer the amount overpaid within twenty (20) Working Days. The Customer may deduct the relevant amount from any further payment when due if the Supplier fails to make the payment; and
- (c) the Customer has underpaid any charges that become due and payable by the Customer to the Supplier in respect of the Services properly rendered, the Customer shall pay to the Supplier the amount of the under-payment less the cost incurred by the Customer of the audit if this was due to a Default by the Supplier within twenty (20) Working Days.

E8 EXCEPTIONAL AUDITS

E8.1 The Supplier shall permit the Customer and/or its appointed representatives access to conduct an audit (an "Exceptional Audit") of the Supplier in any of the following circumstances:-

- (a) actual or suspected impropriety or Fraud;
- (b) there are reasonable grounds to suspect that:-
 - (i) the Supplier is in Default under the Contract;
 - (ii) the Supplier is in financial distress or at risk of insolvency or bankruptcy, or any fact, circumstance or matter which is reasonably likely to cause the Supplier financial distress and result in a risk of the Supplier becoming insolvent or

bankrupt; or

(iii) a breach of the provisions set out in Schedule 8.

(each an "Exceptional Circumstance").

E8.2 If the Customer notifies the Supplier of an Exceptional Circumstance and that it wishes to conduct an Exceptional Audit, the Supplier shall provide access in accordance with Clause E7.4 as soon as reasonably practicable after such request and in any event within forty eight (48) hours of the request having been made.

E9 AUDIT COSTS

E9.1 The Parties agree that they shall each bear their own respective costs and expenses incurred in respect of compliance with their obligations under Clauses E7.2 to E8.2 unless an audit identifies a material Default by the Supplier in which case the Supplier shall reimburse:-

- (a) the Customer for all the Customer's identifiable, reasonable costs and expenses properly incurred in the course of the audit; and
- (b) where the Customer, a Regulatory Body and Auditor General appoint another body to conduct an audit, the Customer shall be able to recover on demand from the Supplier the identifiable, reasonable and properly incurred costs and expenses of the relevant body.

E 10 OPEN BOOK ACCOUNTANCY REQUIREMENTS

E10.1 The Supplier shall comply with the open book and financial reporting requirements contained at Part 2 of Schedule 3.

E11 MALICIOUS SOFTWARE

E11.1 The Supplier shall use all reasonable endeavours to ensure the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software and counter the latest threats.

E11.2 Notwithstanding Clause E11.1, if Malicious Software is found, the Parties shall co-operate to reduce the effect of Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Customer Personal Data or any other data provided by the Customer, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

E11.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause E11.2 shall be borne by the Parties as follows:-

- (a) by the Supplier where the Malicious Software originates from the Supplier Software, third party software licenced to the Supplier or the Customer Personal Data or other data provided by the Customer whilst all such Customer Personal Data and other data was under the control of the Supplier; and
- (b) by the Customer if the Malicious Software originates from the Customer Software, third party software licenced to the Customer or the Customer Personal Data whilst all such Customer Personal Data and other data was under the control of the Customer.

CONTROL OF THE CONTRACT

F1 TRANSFER AND SUB-CONTRACTING

- F1.1 Except where F1.4 and F1.5 applies, the Supplier shall not assign, sub-contract or in any other way dispose of this Contract or any part of it without prior Approval.
- F1.1A The Customer hereby grants Approval to the Supplier in respect of the Sub-Contractors identified by the Supplier in its Tender.
- F1.2 The Supplier shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.
- F1.3 Where the Customer has consented to the placing of Sub-Contracts, copies of each Sub-Contract shall, at the request of the Customer, be sent by the Supplier to the Customer as soon as reasonably practicable but at least within ten (10) Working Days of the request.
- F1.4 Notwithstanding Clause F1.1, the Supplier may assign to a third party ("the Assignee") the right to receive payment of the Service Charges or any part thereof due to the Supplier under this Contract (including any interest which the Supplier may incur under Clause C2.6). Any assignment under this Clause F1.4 shall be subject to:-
- (a) reduction of any sums in respect of which the Customer exercises its right of recovery under Clause C3 (Recovery of Sums Due);
 - (b) all related rights of the Customer under the Contract in relation to the recovery of sums due but unpaid; and
 - (c) the Customer receiving notification under both Clauses F1.5 and F1.6;
 - (d) The Supplier being fully responsible for the proper performance of the Contract and fulfilling all of its obligations under the Contract.
- F1.5 In the event that the Supplier assigns the right to receive the Service Charges under Clause F1.4, the Supplier shall notify the Customer in writing of the assignment and the date upon which the assignment becomes effective.
- F1.6 The Supplier shall ensure that the Assignee notifies the Customer of the Assignee's contact information and bank account details to which the Customer shall make payment at least five (5) Working Days prior to submission of the relevant invoice.
- F1.7 The provisions of Clause C2 (Payment and VAT) shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Customer.
- F1.8 Subject to Clause F1.10, the Customer may assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof to:-
- (a) any public body; or
 - (b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or
 - (c) any private sector body which substantially performs the functions of the Customer, provided that any such assignment, novation or other disposal shall not increase the

burden of the Supplier's obligations under this Contract.

- F1.9 Any change in the legal status of the Customer such that it ceases to be a public body shall not, subject to Clause F1.8, affect the validity of this Contract. In such circumstances, this Contract shall bind and inure to the benefit of any successor body to the Customer.
- F1.10 The Customer may disclose to any of its assignees Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under this Contract. In such circumstances the Customer shall authorise the assignee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under this Contract and for no other purpose and shall take all reasonable steps to ensure that the assignee gives a confidentiality undertaking in relation to such Confidential Information.
- F1.11 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of this Contract.

F2 WAIVER

- F2.1 The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.
- F2.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause A5 (Notices).
- F2.3 A waiver of any right or remedy arising from a breach of this Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Contract.

F3 CHANGE CONTROL PROCEDURE

Without prejudice to any other provision contained in the Contract:

CUSTOMER CHANGE

- F3.1 The Customer has the right to propose a Change in the Services in accordance with this Clause F3.1. If the Customer requires a Change, it must serve a Customer Change Control Notice on the Supplier. The Customer shall not propose a Change that: -
- (a) requires the Services to be performed in a way that infringes any Law or is inconsistent with Good Industry Practice;
 - (b) would cause any consent to be revoked (or become unobtainable);
 - (c) would, if implemented, result in a substantial change in the nature of the Services;
or
 - (d) would materially and adversely affect the Supplier's ability to perform the Services or cause or be likely to cause loss of revenue or incur expenditure in a way that is not adequately compensated for.
- F3.2 The Customer Change Control Notice shall:-

- (a) set out the Change required in sufficient detail to enable the Supplier to calculate and provide an estimate of the variation in costs and or loss in revenue (the "Supplier's Change Control Response"); and
- (b) require the Supplier to provide the Customer within ten (10) Working Days (or such other reasonable period of time as the Parties shall agree) of receipt of the Customer Change Control Notice with the Supplier's Change Control Response.

F3.3 As soon as practicable and in any event within ten (10) Working Days (or such other reasonable period of time as the Parties shall agree) after having received the Customer Change Control Notice, the Supplier shall deliver to the Customer the Supplier's Change Control Response. The Supplier's Change Control Response shall include the opinion of the Supplier on:-

- (a) whether relief from compliance with obligations is required, including the obligations of the Supplier to meet the Service Levels contained in the Contract during the implementation of the Change;
- (b) any impact on the provision of the Services;
- (c) any amendment required to this Contract as a result of the Change; and
- (d) any loss of revenue or prospective revenue to the Supplier or Sub-Contractor that results from the Change.

F3.4 As soon as practicable after the Customer receives the Supplier's Change Control Response, the Parties shall discuss and agree the issues set out in the Supplier's Change Control Response, including:-

- (a) providing evidence that the Supplier has used all reasonable endeavours (including the use of competitive quotes) to oblige its Sub-Contractors (if any) to minimise any increase in costs and maximise any reduction in costs;
- (b) demonstrating that the relevant Changes shall be implemented in the most cost effective manner; and
- (c) in such discussions the Customer may modify the Customer Change Control Notice, in which case the Supplier shall, as soon as practicable, and in any event not more than seven (7) Working Days (or such other reasonable period of time as the Parties shall agree) after receipt of such modification, notify the Customer of any consequential changes to the Supplier's Change Control Response.

F3.5 If the Parties cannot agree on the contents of the Supplier's Change Control Response then the dispute shall be determined in accordance with Clause I2 (Dispute).

F3.6 As soon as practicable after the contents of the Supplier's Change Control Response has been agreed or otherwise determined pursuant to Clause I2 (Dispute), the Customer shall:-

- (a) confirm in writing the Supplier's Change Control Response (as modified); or
- (b) withdraw the Customer Change Control Notice.

F3.7 If the Customer does not confirm in writing the Supplier's Change Control Response (as modified) within fifteen (15) Working Days (or such other reasonable period of time as the Parties shall agree) of the contents of the Supplier's Change Control Response having

been agreed in accordance with Clause F3.4 above or determined pursuant to Clause F3.6 above, then the Customer Change Control Notice shall be deemed to have been withdrawn.

F3.8 In the event that the Supplier's Change Control Response has been confirmed by the Customer, the relevant Change shall be implemented within seven (7) Working Days of the Customer's acceptance. Within this period, the Parties shall consult and agree the remaining details as soon as practicable and shall enter into any documents to amend this Contract which are necessary to give effect to the Change.

SUPPLIER CHANGE

F3.9 If the Supplier wishes to introduce a Change, it must serve a Supplier Change Control Notice on the Customer.

F3.10 The Supplier Change Control Notice must: -

- (a) set out the proposed Change in sufficient detail which detail shall include but not be limited to impact on Service delivery and financial implications so as to enable the Customer to evaluate it in full;
- (b) specify the Supplier's reasons for proposing the Change;
- (c) request the Customer to consult with the Supplier with a view to deciding whether to agree to the Change and, if so, what consequential changes the Customer requires as a result;
- (d) indicate any implications of the Change(s); and
- (e) indicate if there are any dates by which a decision by the Customer is critical.

F3.11 The Customer shall evaluate the Supplier's proposed Change in good faith, taking into account all relevant issues, including whether: -

- (a) the Change affects the quality of the Services or the likelihood of successful delivery of the Services;
- (b) the Change shall interfere with the relationship of the Customer with third parties;
- (c) the financial strength of the Supplier is sufficient to perform the Change; and
- (d) the Change materially affects the risks or costs to which the Customer is exposed.

F3.12 As soon as practicable after receiving the Supplier Change Control Notice, the Parties shall meet and discuss the matter referred to in it. During their discussions the Customer may propose modifications or accept or reject the Supplier Change Control Notice.

F3.13 If the Customer accepts the Supplier Change Control Notice (with or without modification), the relevant Change shall be implemented within seven (7) Working Days of the Customer's acceptance. Within this period, the Parties shall consult and agree the remaining details as soon as practicable and shall enter into any documents to amend this Contract which are necessary to give effect to the Change.

F3.14 If the Customer rejects the Supplier Change Control Notice, it shall give its reasons for such a rejection.

F3.15 The Customer cannot reject a Change that is required in order to conform to change in

Law relating to the Services which was not reasonably foreseeable at the Commencement Date provided that such a Change does not materially affect the quality or performance of the Services as required under the Contract.

F4 SEVERABILITY

F4.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Contract shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F5 REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE

F5.1 In the event that the Customer is of the reasonable opinion that there has been a Default of this Contract by the Supplier, then the Customer may, without prejudice to its rights under Clause H2 (Termination on Default) or H7 (Improvement Plan Process), do any of the following:-

(a) without terminating this Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier shall once more be able to supply all or such part of the Services in accordance with this Contract; and/or

(b) without terminating the whole of this Contract, terminate this Contract in respect of part of the Services only (whereupon a corresponding reduction in the Service Charges shall be made) and thereafter itself supply or procure a third party to supply such part of the Services.

F5.2 Without prejudice to its rights under Clause C3 (Recovery of Sums Due), the Customer may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

F6 REMEDIES CUMULATIVE

F6.1 Except as otherwise expressly provided by this Contract, all remedies available to either Party for breach of Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

F7 FINANCIAL ASSURANCE

F7.1 The Supplier shall immediately disclose to the Customer any material changes to the organisation that impacts on its ongoing financial viability including details of the revenue replacement strategy and impact awareness on the organisation's profitability and stability where significant contracts are due to end.

F7.2 The Supplier shall notify the Customer immediately of proposed changes to the organisational control or group structure, proposed mergers or acquisitions or proposed changes to the Supplier's financial viability.

F7.3 Where requested by the Customer, the Supplier shall be obliged to provide any financial information which could include but is not limited to a copy of the Supplier's annual accounts and annual returns.

F8 ENTIRE AGREEMENT

- F8.1 This Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. This Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this Clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.
- F8.2 Each of the Parties acknowledges and agrees that in entering into this Contract, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract. The only remedy available to either Party for any such statements, representation, warranty or understanding shall be for breach of contract under the terms of the Contract.

F9 COUNTERPARTS

- F9.1 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

LIABILITIES

G1 LIABILITY, INDEMNITY AND INSURANCE

- G1.1 Neither Party excludes or limits liability to the other Party for:-
- (a) death or personal injury caused by its negligence; or
 - (b) Fraud; or
 - (c) fraudulent misrepresentation; or
 - (d) any breach of any obligations under this Contract in relation to Data Protection Legislation.
- G1.2 Subject to Clauses G1.3, G1.4 and G1.5, the Supplier shall indemnify the Customer and keep the Customer indemnified fully against all Losses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under this Contract, including loss of or damage to property, personal injury, financial loss arising from any advice given or omitted to be given by the Supplier, all costs related to civil data protection claims or regulatory fines issued by the Information Commissioner's Office, or any other loss which is caused directly by any act or omission of the Supplier including any costs of re-procurement or additional costs incurred for replacement services.
- G1.3 Subject to clause G1.1, the Supplier's total aggregate liability in any Contract Year in respect of all obligations or indemnities contained within this Contract, shall be limited to 120% of the aggregate annual Service Charges paid, due or which would have been payable under this Contract in the relevant Contract Year in which the event giving rise to liability occurs, except in respect of:
- (a) the indemnities in Clauses B3.3 (Manner of Carrying Out the Services), B8 (TUPE and Pensions) and E1.4 (Data Protection); and
 - (b) all Losses in respect of which the Supplier is required to maintain insurance

pursuant to Clause G1.5,

for which the Supplier's liability shall be unlimited.

- G1.3A Subject to Clause G1.1, the Supplier's total aggregate liability in respect of Service Credits shall be limited in each Contract Year to 5% of the Service Charges that are payable by the Customer in the applicable Contract Year.
- G1.4 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under this Contract.
- G1.5 Without prejudice to the Customer's rights under this Contract, the Supplier shall in respect of the performance of its obligations under this Contract effect and maintain the following insurances at the following indemnity levels with a reputable insurance company:-
- (a) public liability insurance to a minimum of ten million pounds (£10,000,000);
 - (b) employer's liability insurance to a minimum of five million pounds (£5,000,000); and
 - (c) any other insurances as may be required by Law.
- G1.6 The minimum amounts set out in Clause G1.5 shall, in each case, apply in respect of any single act or occurrence or a series of acts or occurrences arising from a single event but with no aggregate limit during any one period of cover. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of twelve (12) years following the expiration or earlier termination of this Contract.
- G1.7 Subject always to Clause G1.1, in no event shall either Party be liable to the other for any:-
- (a) loss of profits, business, revenue or goodwill; and/or
 - (b) indirect or consequential loss or damage.
- G1.8 The Supplier's liability for additional operational, administrative costs and/or expenses or wasted expenditure incurred by the Customer or any failure of the Customer to realise anticipated savings resulting from the direct Default of the Supplier is not excluded.
- G1.9 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in this Clause G1 or a broker's verification of insurance to demonstrate that the appropriate cover is in place together with receipts or other evidence of payment of the latest premiums due under those policies.
- G1.10 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of this Contract, the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- G1.11 The Supplier shall notify the Customer immediately of any alteration, cancellation or change of cover in respect of the insurances required by this Clause G1.
- G1.12 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Contract.

G2 WARRANTIES AND REPRESENTATIONS

G2.1 The Supplier warrants and represents that:-

- (a) it has full capacity, authority and all necessary Consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under this Contract and that this Contract is executed by a duly authorised representative of the Supplier;
- (b) in entering into this Contract it has not committed any Fraud;
- (c) as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Customer prior to execution of this Contract;
- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which shall or might have a material adverse effect on its ability to perform its obligations under this Contract;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;
- (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- (g) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under this Contract;
- (h) in the three (3) years prior to the date of this Contract:
 - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under this Contract.

DEFAULT, DISRUPTION AND TERMINATION

H1 TERMINATION ON INSOLVENCY AND CHANGE OF CONTROL

H1.1 The Customer may terminate this Contract with immediate effect by notice in writing where the Supplier is a company and in respect of the Supplier: -

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within fourteen (14) calendar days of its service) or an application is made for the appointment of a provisional liquidator; or
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) being a "small company" within the meaning of section 382 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in H1.1(a)-(g) occurs under the Law of any other jurisdiction.

H1.2 The Customer may terminate this Contract with immediate effect by notice in writing where the Supplier is an individual and:-

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors; or
- (b) a petition is presented and not dismissed within fourteen (14) calendar days or order made for the Supplier's bankruptcy; or
- (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- (d) the Supplier is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within fourteen (14) calendar days; or
- (f) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- (g) the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

H1.3 The Supplier shall notify the Customer immediately if the Supplier undergoes a Change of Control. The Customer may terminate this Contract by notice in writing with immediate effect within six (6) Months of:-

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

H2 TERMINATION ON DEFAULT

H2.1 The Customer may terminate this Contract by written notice to the Supplier with immediate effect if the Supplier commits a Default and if:-

- (a) the Supplier has not remedied the Default to the satisfaction of the Customer in accordance with an Improvement Plan; or
- (b) the Default is not, in the opinion of the Customer, capable of remedy; or
- (c) the Default is a material breach of this Contract.

H2.2 Without prejudice to any other rights or remedies that the Customer has under the Contract (including without limitation Clause C5 and Clauses H1 or H2.1) where the Customer considers that the Supplier has:

- (a) not remedied the Default to the satisfaction of the Customer in accordance with an Improvement Plan; or
- (b) committed a Persistent Breach; or
- (c) committed a Default that the Customer deems is serious enough to warrant more formal action to be taken,

in relation to the Contract or any part thereof (including any part of the Services), the Customer shall be entitled to serve a written notice (a "Default Notice") on the Supplier.

H2.2A A Default Notice in accordance with Clause H2.2 shall:-

- (a) specify that it is a Default Notice;
- (b) give details of the Default or Persistent Breach;
- (c) state that if the Default continues for a further specified period as the Default Notice shall dictate, or the Persistent Breach recurs two or more times within a specified period as the Default Notice shall dictate, after the date of service of the Default Notice, this may result in a termination of the Contract or that part of the Services affected by the Default or Persistent Breach.

H2.3 If:-

- (a) twenty (20) Working Days after service of a Default Notice, or such longer period as the Customer may stipulate in writing, the Supplier has failed to demonstrate to the Customer's satisfaction that:-
 - (i) the Default or Persistent Breach specified has not continued; and

- (ii) the Supplier has put in place measures to ensure that such Default or Persistent Breach does not occur; or
- (b) within a three (3) Month period after the date of service of the Default Notice, or such longer period as the Customer may stipulate in writing, the Supplier has failed to demonstrate to the satisfaction of the Customer that:-
 - (i) the Default has not continued or Persistent Breach has not recurred two or more times within such three (3) Month period (or longer period where the Customer stipulates); and
 - (ii) the Supplier has put in place measures to ensure that such Default or Persistent Breach does not occur,

then the Customer may deem such failure to be a Default which is a material breach of the Contract for the purposes of Clause H2.1(c).

H2.4 The Customer may terminate this Contract with immediate effect by written notice to the Supplier if it becomes apparent that the Supplier should have been excluded from the procurement process leading to the award of this Contract in accordance with the Public Contracts Regulations 2015.

H2.5 In the event that through any Default of the Supplier, data transmitted or processed in connection with this Contract is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.6 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within ninety (90) Working Days of the date of such written notice, the Supplier may terminate this Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under Clauses C3 (Recovery of Sums Due).

H3 BREAK

H3.1 The Customer may by no less than three (3) Months' written notice to the Supplier terminate this Contract where it becomes apparent that:-

- (a) this Contract has been subject to substantial modification which would have required a new procurement procedure pursuant to the Public Contracts Regulations 2015; or
- (b) this Contract should not have been awarded for the reasons specified in the Public Contracts Regulations 2015.

H4 CONSEQUENCES OF EXPIRY OR TERMINATION

H4.1 Where the Customer terminates this Contract under Clause H2 (Termination on Default) and then makes other arrangements for the supply of Services, the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. The Customer shall take all reasonable steps to mitigate such additional expenditure.

H4.2 Where this Contract is terminated under Clause H2 (Termination on Default), no further payments shall be payable by the Customer to the Supplier (for Services supplied by the

Supplier prior to termination and in accordance with this Contract but where the payment has yet to be made by the Customer), until the Customer has established the final cost of making the other arrangements envisaged under this clause up to a maximum of six (6) Months following termination.

H4.3 Subject to Clause H4.4, where the Customer terminates this Contract under Clause H3 (Break), the Customer shall pay to the Supplier the unavoidable direct Losses incurred by the Supplier by reason of such termination provided that the Supplier takes all reasonable steps to mitigate all such Losses. Where the Supplier holds insurance, the Customer shall only have to reimburse the Supplier in respect of those unavoidable direct costs that are not covered by the insurance available. The Supplier shall submit a fully itemised and costed list of unavoidable direct Losses which it is seeking to recover from the Customer, with supporting evidence, of such alleged Losses reasonably and actually incurred by the Supplier as a result of termination under Clause H3 (Break). Any payment paid by the Customer in accordance with this Clause H4.3 shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Customer pursuant to Clause H3. The Supplier shall have no other rights or remedies available to it in respect of any such termination.

H4.4 The Customer shall not be liable under Clause H4.3 to pay any sum which:-

- (a) was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;
- (b) when added to any sums paid or due to the Supplier under this Contract, exceeds the total sum that would have been payable to the Supplier if this Contract had not been terminated prior to the expiry of the Contract Period;
- (c) is a claim by the Supplier for loss of profit, due to early termination of this Contract; or
- (d) is associated with Staff other than redundancy costs provided that where the Supplier can demonstrate that a member of Staff will be made redundant following termination of this Contract, but redeployment of such person is possible and would offer value for money to the Customer when compared with redundancy, then the Customer shall pay the Supplier the actual direct Losses incurred by the Supplier or its Sub-Contractors arising out of the redeployment of such person (including retraining and relocation costs).

H4.5 On expiry or termination of the Contract or any part thereof:-

- (a) the Supplier shall repay at once to the Customer any moneys paid up to and including such date of termination other than moneys in respect of Services or part thereof properly performed in accordance with the Contract; and
- (b) the Supplier shall cease to use all of the Customer's Intellectual Property Rights and IP Materials (as defined at Clause E6.1) and shall return or destroy as the Customer requires all documents, materials (including those in electronic format) incorporating or referring to the same.

H4.6 Save as otherwise expressly provided in this Contract:-

- (a) termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

- (b) termination of this Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Bribery), D2 (Anti Discrimination), E1 (Data Protection Act), E2 (Confidential Information), E3 (Freedom of Information), E6 (Intellectual Property Rights), E7 (Audit), F6 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance), H4 (Consequences of Expiry or Termination), H5 (Recovery upon Termination) and I1 (Governing Law and Jurisdiction).

H4.7 The Parties shall comply with the provisions set out in Schedule 9.

H5 RECOVERY UPON TERMINATION

H5.1 On the expiry, early termination or termination of this Contract for any reason, the Supplier shall:-

- (a) immediately return to the Customer all Confidential Information, Personal Data, IP Materials (as defined in Clause E6.1), records and any other documentation and information in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
- (b) immediately deliver to the Customer all Assets (including materials, documents, information and access keys) provided to the Supplier under Clause B6. Such Assets shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
- (c) assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress; and
- (d) promptly provide all information concerning the provision of the Services including records as referred to in Clause E11 which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which Services have been provided or for the purpose of enabling the Customer or the Replacement Contractor to provide a continued delivery of the Services.

H5.2 If the Supplier fails to comply with Clause H5.1 (a) and (b), the Customer may recover possession thereof and the Supplier grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or Sub-Contractors premises where any such items may be held.

H5.3 Where the end of the Contract Period arises due to the Supplier's Default, the Supplier shall provide all assistance under Clause H5.1 free of charge. Where the Contract ends for other reasons the Customer shall pay the Supplier's directly incurred reasonable costs of providing the assistance and the Supplier shall take all reasonable steps to mitigate such costs.

H6 DISRUPTION

H6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Customer, its employees or any other supplier employed by the Customer.

H6.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action is by the Staff or others for whom the Supplier is responsible, which affects or might affect its ability at any time to perform its obligations under this

Contract.

- H6.3 In the event of industrial action by the Staff, the Supplier shall seek Approval as to its proposals to continue to perform its obligations under this Contract.
- H6.4 If the Supplier's proposals referred to in Clause H6.3 are considered insufficient or unacceptable by the Customer acting reasonably, then this Contract may be terminated with immediate effect by the Customer by notice in writing.
- H6.5 If the Supplier is temporarily unable to fulfil the requirements of this Contract owing to disruption of normal business of the Customer, the Supplier may request a reasonable allowance of time.

H7 IMPROVEMENT PLAN PROCESS

- H7.1 If the Supplier commits a Default and the Default is in the reasonable opinion of the Customer capable of remedy, the Customer may elect to operate the Improvement Plan Process. If the Customer elects to operate the Improvement Plan Process, the Customer shall serve an Improvement Notice on the Supplier which shall specify the Default in outline and the actions the Supplier needs to take with respect to remedying the Default. This may include a draft Improvement Plan developed by the Customer.
- H7.2 Within seven (7) Working Days of receipt of the Improvement Notice, the Supplier shall either:-
- (a) accept the draft Improvement Plan provided by the Customer, even if the Supplier disputes that it is responsible for the matters which are the subject of the Improvement Notice; or
 - (b) submit a draft Improvement Plan to the Customer, even if the Supplier disputes that it is responsible for the matters which are the subject of the Improvement Notice; or
 - (c) inform the Customer that it does not intend to submit an Improvement Plan in which event the Customer shall be entitled to terminate the Contract by written notice.
- H7.3 Where the Supplier elects to submit a draft Improvement Plan in accordance with H7.2(b), the Customer shall either approve the draft Improvement Plan within seven (7) Working Days of its receipt or it shall inform the Supplier within the same time period why it cannot accept the draft Improvement Plan. In such circumstances, the Supplier shall address all such concerns in a revised Improvement Plan which it shall submit to the Customer within three (3) Working Days of its receipt of the Customer's comments. Once agreed the Supplier shall immediately start work on the actions set out in the Improvement Plan.
- H7.4 If, despite the measures taken under Clause H7.3 an Improvement Plan cannot be agreed within twenty (20) Working Days, then the Customer may elect to end the Improvement Plan Process and serve a notice to terminate the Contract.
- H7.5 If an Improvement Plan is agreed between the Parties but the Supplier fails to implement or successfully complete the Improvement Plan by the required Improvement Plan completion date, the Customer may:-
- (a) terminate this Contract by serving a notice of termination; or
 - (b) give the Supplier a further opportunity to resume full implementation of the Improvement Plan; or
 - (c) serve a Default Notice on the Supplier pursuant to Clauses H2.2; or

- (d) escalate any issue arising out of the failure to implement the Improvement Plan to the Supplier's Representative under the dispute resolution procedure set out in Clause I2.

H7.6 The Customer shall be under no obligation to initiate the Improvement Plan Process if it issues a notice of termination as provided for under this Contract.

H8 SUSPENSION AND CONSEQUENCES OF SUSPENSION

H8.1 A suspension event shall have occurred if:-

- (a) the Customer reasonably considers that a breach by the Supplier of any obligation under this Contract:-
 - (i) may create an immediate and serious threat to the health or safety of any Service User; or
 - (ii) may result in a material interruption in the provision of any one or more of the Services; or
- (b) Clause H8.1 does not apply, but the Customer, acting reasonably, considers that the circumstances constitute an emergency affecting provision of the Services; or
- (c) the Supplier is prevented, or will be prevented, from providing the Services due to the termination, suspension, restriction or variation of any Consent

(each a "Suspension Event").

H8.2 Where a Suspension Event occurs the Customer:

- (a) may by written notice to the Supplier and with immediate effect suspend any affected Services, or the provision of any affected Services, until the Supplier demonstrates to the reasonable satisfaction of the Customer that it is able to and shall perform the suspended Services, to the required standard; and
- (b) shall where applicable promptly notify CQC and/or any relevant Regulatory Body of the suspension.

H8.3 During the suspension of any Services under Clause H8.2, the Supplier shall comply with any steps the Customer reasonably specifies in order to remedy the Suspension Event, including where the Customer's decision to suspend pursuant to Clause H8.2 has been referred to dispute resolution under Clause I (Dispute Resolution).

H8.4 During the suspension of any Services under Clause H8.2, except where under H8.1(b) the reason for suspension is not the fault of the Supplier, the Supplier shall not be entitled to claim or receive any payment for the suspended Services except in respect of:

- (a) all or part of the suspended Services the delivery of which took place before the date on which the relevant suspension took effect in accordance with Clause H8.2; and/or
- (b) all or part of the Services which the Supplier continues to deliver during the period of suspension in accordance with Clause H8.3.

H8.5 The Parties shall use all reasonable endeavours to minimise any inconvenience caused or likely to be caused to Service Users as a result of the suspension of the Services.

- H8.6 The Supplier shall indemnify the Customer in respect of any Losses directly and reasonably incurred by the Customer in respect of that suspension (including for the avoidance of doubt Losses incurred in commissioning the suspended Services) except where under H8.1(b) the reason for suspension is not the fault of the Supplier.
- H8.7 Following suspension of any Services the Supplier shall at the reasonable request of the Customer and for a reasonable period:
- (a) co-operate fully with the Customer and any Replacement Contractor of the suspended Services in order to ensure continuity and a smooth transfer of the suspended Services and to avoid any inconvenience to or risk to the health and safety of Service Users, employees of the Customer or members of the public; and
 - (b) at the cost of the Supplier:
 - (i) promptly provide all reasonable assistance and all information necessary to effect an orderly assumption of the suspended Services by an alternative Replacement Contractor; and
 - (ii) deliver to the Customer all materials, papers, documents and operating manuals owned by the Customer and used by the Supplier in the provision of the suspended Services.
- H8.8 As part of its compliance with Clause H8.7 the Supplier may be required by the Customer to agree a transition plan with the Customer and/or any alternative Replacement Contractor.
- H8.9 If it is determined, pursuant to Clause I (Dispute Resolution), that the Customer acted unreasonably in suspending any of the Services, the Customer shall pay to the Supplier any Losses directly and reasonably incurred by the Supplier in respect of that suspension provided always that the Supplier shall at all times take all reasonable steps to minimise and mitigate any Losses for which it is entitled to bring a claim against the Customer pursuant to this Contract.
- H8.10 During any suspension of any Services the Supplier, where applicable, shall implement the relevant parts of the Business Continuity Plan to ensure there is no interruption in the availability of the other parts of the Services.

H9 FORCE MAJEURE

- H9.1 Subject to the remaining provisions of this Clause H9 (and, in relation to the Supplier, subject to its compliance with its obligations in Clause B16, a Party may claim relief under this Clause H9 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- H9.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- H9.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause H9 to the extent that consequences of the relevant Force Majeure Event: -

- (a) are capable of being mitigated but the Supplier has failed to do so; and/or
 - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.
- H9.4 Subject to Clause H9.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- H9.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- H9.6 Where, as a result of a Force Majeure Event:-
 - (a) an Affected Party fails to perform its obligations in accordance with this Contract, then during the continuance of the Force Majeure Event:-
 - (i) the other Party shall not be entitled to exercise any rights to terminate this Contract in whole or in part as a result of such failure other than pursuant to Clauses H1 and H3; and
 - (ii) neither Party shall be liable for any Default arising as a result of such failure;
 - (b) the Supplier fails to perform its obligations in accordance with this Contract:-
 - (i) the Customer shall not be entitled to apply Performance Default Points or withhold and retain any of the Service Charges as compensation to the extent that a Service Failure has been caused by the Force Majeure Event; and
 - (ii) the Supplier shall be entitled to receive payment of the Service Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event.
- H9.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.
- H9.8 Relief from liability for the Affected Party under this Clause H9 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause H9.7.
- H9.9 In the event that any Force Majeure Event continues to affect the ability of either Party to fulfil their obligations under the Contract for a period of three (3) Months or more, either Party may serve notice of termination with immediate effect on the other Party.

DISPUTES AND LAW

I1 GOVERNING LAW AND JURISDICTION

Subject to the provisions of Clause I2, the Customer and the Supplier accept the exclusive jurisdiction of the English courts and agree that this Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to English Law.

I2 DISPUTE RESOLUTION

- I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract within twenty (20) Working Days of either Party notifying the other of the dispute. Any dispute shall in the first instance be referred to the Contract Managers of each Party for resolution. If the dispute cannot be resolved by the Contract Managers of the Parties within ten (10) Working Days after the dispute has been referred to the Contract Managers, either Party may give notice to the other Party in writing (Dispute Notice) that a dispute has arisen and within five (5) Working Days of the date of the Dispute Notice each Party shall refer the dispute to the Customer's Representative and the Supplier's Representative for resolution.
- I2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- I2.3 If the dispute cannot be resolved by the Parties' Representatives pursuant to Clause I2.1 within ten (10) Working Days of the Dispute Notice the Parties shall refer it to mediation pursuant to the procedure set out in Clause I2.5.
- I2.4 The obligations of the Parties under this Contract shall not cease, or be suspended or delayed by reference of a dispute to mediation and the Supplier shall comply fully with the requirements of this Contract at all times.
- I2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:-
- (a) A neutral adviser or mediator (the "Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within five (5) Working Days from the date of the proposal to appoint a Mediator or within five (5) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution or other mediation provider to appoint a Mediator.
 - (b) The Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure.
 - (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
 - (d) Both Parties agree to co-operate fully with any Mediator appointed and to bear their own costs and one half of the fees and expenses of the Mediator unless otherwise

agreed at Mediation.

- (e) If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- (f) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Contract without the prior written consent of both Parties.
- (g) If the Parties fail to reach agreement in the structured negotiations within twenty (20) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

IN WITNESS WHEREOF the Parties hereto have executed this Contract as a Deed with effect from the date first above written.

EXECUTED (but not delivered until dated))
as a deed by affixing the Common Seal)
of **LINCOLNSHIRE COUNTY COUNCIL**)
)
)
)

in the presence of:-

.....
Authorised Officer Signature
Print name:

EXECUTED (but not delivered until dated))
as a deed by affixing the Common Seal)
of **EAST LINDSEY DISTRICT COUNCIL**)
)
)
)

in the presence of:-

.....
Authorised Officer Signature
Print name:

SCHEDULE 1 SPECIFICATION

Introduction

1.1 In Lincolnshire, during the financial year 2021/22; 5,766 new clients per 100,000 of the population aged 18 and over requested support from Adult Care. This has the potential to increase significantly with a growing and ageing population and more working-age adults with health, social care and support needs living independently. Evidence shows that living in familiar, safe, accessible, warm accommodation that we call 'home' is more likely to promote mental and physical wellbeing and reduce hospital admissions, social isolation, and loneliness. Accidents and injuries at home or illness brought on, or worsened by the conditions people are living in, is putting unnecessary pressure and costs on regulated services such as Adult Care and NHS provision.

1.2 In adulthood, people are sometimes unable to do things for themselves and need additional support to maintain their independence. Some of the circumstances and life events that might lead to such need (and could be interlinked) are:

Advancing age or increasing frailty.

Having a long-term and limiting condition, illness, or disability, including a learning disability, dementia, or autism.

Living alone following a bereavement or separation or preparing for such an eventuality.

Pregnancy and childbirth, especially single mothers, or low-income households.

Losing a job or other source of income.

Experiencing poor mental health that might have been brought on by the above or other situations such as stress, social isolation, and loneliness.

1.3 The Lincolnshire Wellbeing Service (WBS) has been designed as a response to some of these circumstances/challenges and aims to ensure that by providing interventions such as advice and guidance, early access to equipment, low-level support, and Telecare response, Lincolnshire residents will be assisted to live fulfilling and independent lives by:

Improving or preventing the deterioration of individuals' health, wellbeing, and overall quality of life.

Enhancing independence at home, improving individuals' ability to self-care, and access appropriate supporting structures and community resources.

1.4 The ultimate aim is to reduce or delay escalation to regulated support services such as Adult Care and NHS provision. The WBS supports those who may need extra help to maintain their wellbeing and independence at different stages of their lives, e.g., those with health and care needs, those moving from hospital inpatient or other facilities, and care leavers amongst others. Other services are in place to support people with mental health issues, those misusing substances, requiring behaviour change and lifestyle support. The Supplier will be expected to identify when such services may be of benefit to an individual, encourage them to access, and make referrals into them where appropriate.

1.5 The WBS is a component of the Council's response to the Care Act duty to promote individual's wellbeing. Promoting wellbeing and providing prevention and early intervention interventions are also some of the common aims set by the Lincolnshire Health and Wellbeing Board when developing the [Lincolnshire Joint Health and Wellbeing Strategy](#). Additionally, prevention and encouraging people to be more proactive about their health and wellbeing is also central to the vision of the [NHS Five Year Forward View](#).

Wellbeing is defined in the Care Act 2014 as:

“Wellbeing”, in relation to an individual, means that individual's wellbeing so far as relating to any of the following:

- *Personal dignity (including treatment of the individual with respect).*
- *Physical and mental health and emotional wellbeing.*
- *Protection from abuse and neglect.*
- *Control by the individual over day-to-day life (including over care and support, or support, provided to the individual and the way in which it is provided);*
- *Participation in work, education, training, or recreation.*
- *Social and economic well-being.*
- *Domestic, family, and personal relationships.*
- *Suitability of living accommodation.*
- *The individual's contribution to society.*

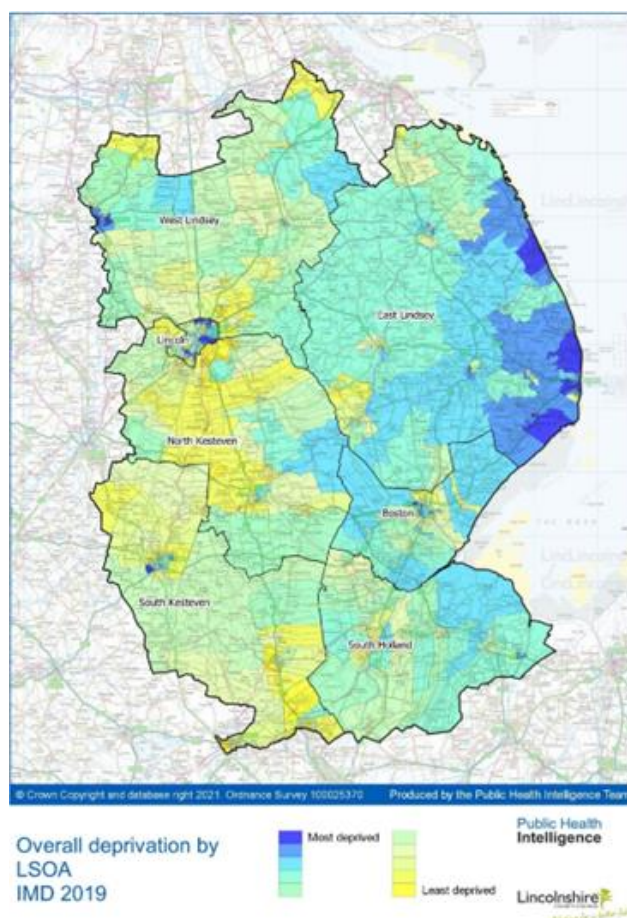
1.6 The WBS provides direct support for some of these aspects of wellbeing and indirectly affects all others. This service specification sets out the aspects of wellbeing that are within the remit of the service.

1.7 This specification sets out the requirements of the Council (referred to as 'Customer') with respect to the provision of a strategic, high quality, dynamic Lincolnshire Wellbeing Service. The service will be person-centred, and outcome-focused; hence where possible the Customer will not be prescriptive about the interventions that will be provided. This service specification details the general principles that underpin the service, the standards, objectives, and outcomes which the Lincolnshire Wellbeing Service Supplier (referred to as the 'Supplier') is required to achieve and how these will be measured.

1.8 The Supplier is expected to be a strategic partner of the Customer and fulfil a key role within Lincolnshire's system response to promoting wellbeing and preventative action. This will include close partnership working with the Customer, the Integrated Care Board (ICB) and other system leads to provide insight, advice, and challenge. Additionally, the Supplier will support the Customer to map provision, highlighting duplication, gaps, and lack of cohesion in the system. The Supplier shall develop and maintain key strategic and operational relationships within a multi-agency environment and offer advice and insight to improve the system response to people in need of support. This shall involve actively participating in local boards and steering groups. Details of these can be found in Section 3.8 (Partnerships and Network Development).

Background and Data

- 2.1 Lincolnshire is a large and predominately rural county with clusters of diverse communities. Access to health and wellbeing services varies geographically and there are seasonal fluctuations in the population owing to Lincolnshire's tourist offer. All of which pose a unique challenge in equitably distributing the response to, and services for, residents.
- 2.2 The WBS has provided a hugely successful response to this challenge for over 10 years. People often struggle to find out what services and assets might support them to improve their independence and general health and wellbeing, due to the large number of them, inadequate promotion, complicated access routes or difficult application processes. Increasingly, information and advice are online, and services are delivered digitally. This can be a barrier to anyone who does not have a digitally enabled home and/or reasonable digital skills. Therefore, enabling the use of technology to deliver care and support in the home is important.
- 2.3 Equitable distribution of the WBS across the county is important and local analysis has determined some areas that we might expect more demand from than others. Whilst there will be demand from all parts of the county, the Supplier will need to recognise and respond to clusters of people requiring its services, e.g., those living in areas of deprivation, extremely rural parts of the county, and coastal areas. The map below shows the Indices of Multiple Deprivation (IMD) which gives an insight into where more demand might be expected, and where the service needs to be well promoted.



However, isolated pockets of deprivation in rural areas and cohorts of people with care and support needs living in affluent areas can be missed, therefore it is important for the WBS to maintain a presence across the whole community.

2.4 The Joint Health and Wellbeing Strategy for Lincolnshire prioritises 'Housing and Health' and this will continue, renamed 'Homes for Independence', in the refreshed Strategy. Delivery of this priority theme is overseen by the Housing Health and Ageing Well Delivery Group (HHAWDG) through its Lincolnshire Homes for Independence blueprint and associated Delivery Plan. The blueprint has four areas into which objectives are grouped:

1. Understanding need and opportunities; including targeting resources where they are most needed and will have the biggest impact.
2. Housing for people with care and support needs, such as care leavers, older people, people who hoard, domestic abuse victims, unpaid and family carers, and armed forces personnel and veterans.
3. Helping people remain in their current home; much of which is about signposting and references the WBS along with other related services that the WBS is interdependent with.
4. Helping people find and move to a suitable home, including the provision of comprehensive housing options advice.

In addition, the HHAWDG oversees the general ageing well agenda and a large proportion of the people requiring the WBS are older people (over 65 years of age) and people aged 50 to 65 who are preparing for later life.

2.5 Homes in poor condition and those unsuitable for people's needs have a significant impact upon the residents, communities, and public services of Lincolnshire. Private sector housing is a challenge as homeowners and landlords are responsible for their own repairs and improvements and may need support to maintain their home environment. In Lincolnshire, 18% of private sector houses are estimated to contain serious hazards, of which 9% are defined as cold homes. In addition, a reported 6,600 people live in caravans on the Lincolnshire east coast, that were not intended for permanent occupation, for a large part of, or even all year.

2.6 Whilst the WBS is a service for adults, poor condition and unsuitable homes can also have an adverse impact on children and young people whose parents and guardians have care and support needs of their own. For example, a disabled parent might require equipment or adaptations to the home to be able to care for the child, or support to maintain the home environment so that it is conducive to good childhood development.

2.7 Inflation and increases in costs, such as energy prices, due to the current cost of living challenge and other global issues is putting pressure on more and more Lincolnshire households. There are approximately 29,000 low-income owner-occupied households in Lincolnshire. The cost of living is increasing, and this puts further financial strain on households, meaning household repairs and adaptations may not be possible within

existing budgets. The cost of household repairs is also increasing, with 82% of tradespeople nationally increasing prices in 2022 (the demand for tradespeople up by 50% in just two years (bdc magazine.com)). Combined, this means many more households may be unable to invest in their home and carry out essential maintenance. In turn, this may mean the prevalence of hazards increases. With 69% of homes in Lincolnshire owner-occupied, homeowners may not have disposable income to carry out repairs within the home. 47,114 (13.9%) of households in Lincolnshire were estimated to be living in fuel poverty in 2021, before costs escalated. The WBS has a role in income maximisation, delivering budgeting skills and advice, and helping people to reduce expenditure, after other avenues have been exhausted.

- 2.8 The 2021 Census shows 7.8% of residents in Lincolnshire are disabled under the Equality Act 2010 with day-to-day activities 'limited a lot'. Within the county, East Lindsey has the highest proportion of disabled residents with day-to-day activities 'limited a lot' (9.9%) compared to the lowest in South Kesteven (6.6%). In Lincolnshire, 11.3% of residents were recorded as disabled under the Equality Act with day-to-day activities 'limited a little'. This was highest in Lincoln (12.8%) followed by East Lindsey (12.3%). Those that are 'limited a little' or 'limited a lot', may find it more difficult to move around the home safely. To be able to move around the home and use the amenities is an outcome the WBS can support people with.
- 2.9 Some adults may require support to build a better support network, social life, or volunteer to combat social isolation and loneliness. 29.4% of households in Lincolnshire are single person households, with increased risk of social isolation and loneliness. Working-age adults can also be susceptible to loneliness, potentially leading to depression. In Lincolnshire, 21.5% of adults reported feeling lonely often or always, or some of the time, in 2019/20. In 2021/22, Lincolnshire had a higher prevalence of depression (13.9%), than both the East Midlands (13.2%) and England (12.7%).
- 2.10 There are several Telecare services in Lincolnshire, including a service commissioned by the Customer. There is a proportion of Telecare service recipients who will require a service to respond when an alarm or sensor is activated and the call centre can either not gain a response from the service user, a nominated responder or identifies that someone needs to attend the home (e.g., after a fall). These users can choose to sign up to the WBS Telecare Response element. There are many other people living alone in the community who do not currently have Telecare and would benefit from it and/or a response service. In addition, people may require a Telecare response service on an ad-hoc basis such as to cover periods when family members are away or incapacitated and unable to act as the responder.

Description of the Service

Service Aims and Outcomes

- 3.1.1 The Lincolnshire Wellbeing Service (WBS) builds upon the strengths of previous iterations of commissioned Wellbeing Services in Lincolnshire, and is informed by

legislative requirements, local strategies, best practice guidance and local needs and demand analysis.

3.1.2 The WBS is aligned to four core aims:

- To promote adults' ability to live fulfilling, active and independent lives;
- Improve or prevent the deterioration of individuals' health, wellbeing, and overall quality of life;
- Enhance independence at home, improve individuals' ability to self-care and access appropriate supporting structures and community resources;
- Reduce or delay escalation to statutory support services.

3.1.3 The core service aims shall be embedded within, and guide service delivery, planning, and review.

3.1.4 The service outcomes the Customer seeks to achieve through the delivery of the WBS are;

- To improve accessibility to support services for individuals through both direct delivery and system change;
- To identify and influence a network of community resources and partnering organisations to provide a balance of direct delivery and onward referral so there is no duplication of provision;
- To increase the number of people who can live independently in their own home with the use of technology and short-term support;
- To deliver an equitable service that is continually monitored through a health inequalities lens;
- To be a dynamic partner with the Customer with a focus on continual improvement and development;
- To increase awareness of the service and its offer to ensure appropriate service users are identified and seek early interventions;
- To develop a digital self-help offer, which contributes to the overall digital programmes in the county, so individuals, who can, can self-serve as appropriate;
- To provide timely support to service users/potential service users;
- To support service users to improve their outcomes.

3.1.5 The aims summarised above, and outcomes listed below underpin the service model.

3.1.6 The outcomes the Customer seeks to achieve for eligible service users across Lincolnshire through delivery of the Lincolnshire WBS are detailed below. The outcomes are described in detail in the Performance Schedule (see Section 8) against which the Supplier will be monitored. These are;

- I can maintain my home environment so that it keeps me safe, warm, and well and reduces my chances of accidents.

- I have been helped to find and fit a small aid or piece of equipment (such as a grab rail, raised toilet seat or bath board) or make a small alteration, that helps me to get around my home and use the facilities.
- I have learnt home management and life skills and/or been supported to obtain services to do this for me. Tasks include cooking, cleaning, laundry, shopping, and gardening.
- I have been supported to manage my household budget better, have maximised my income, reduced my expenses and learnt skills to avoid being scammed.
- I have improved digital skills, and I am better at using technology to help me to stay independent and safe.
- I have been supported to live with a combination of long-term conditions to maintain or improve my quality of life.
- I have been supported to find and stay in education, training, or work.
- I have been supported to build a better support network, social life or volunteer.

3.1.7 The Supplier shall also capture, monitor, and analyse Service Experience Outcomes from all service users upon exit from the service. This shall be measured by asking service users to reflect on their service experience and to what extent they agree with the following statements;

- “The Service listened to me, and I was treated with compassion and respect”
- “The Service prioritised my outcomes and wellbeing”
- “The Service provided me with the information and advice I needed and how to access support and community resources going forward if I require this”.

3.1.8 In addition to the service outcomes above, the Supplier shall have regard for the Public Health Outcomes Framework (PHOF), the NHS Outcomes Framework and the Adult Social Care Outcomes Framework (ASCOF), and the associated outcome indicators. The Supplier will work with the Customer to assist them, through the provision of the service, in contributing towards a broad range of population outcomes.

3.1.9 The Supplier shall ensure the service is fully utilised and delivered equitably across the county in terms of volume and need. The Supplier will monitor and analyse the volume of referrals and interventions being provided in comparison to demographic and intelligence data.

3.1.10 The Supplier shall work with the Customer to effectively manage demand by providing intelligence to monitor the flow of service users and adjust service eligibility thresholds accordingly. The service will be highly flexible and respond to demand fluctuations across the county within the budget envelope. See Section 3.11; Management of Service Demand.

3.1.11 The Supplier shall provide a Telecare Response service as defined by this specification. The Supplier will effectively promote the service to ensure service maximisation and the Supplier is encouraged to also provide an enhanced model that will be agreed by

the Customer. For example, fixed term service cover to enable informal carer breaks or holidays.

3.1.12 The Supplier shall provide timely support to service users as defined in sections 3.3.2 (Assessment), 3.3.3 (Generic Support), 3.3.4 (Small Aids and Minor Alterations) and 3.3.5 (Telecare Response) of the specification and the performance schedule.

3.1.13 The Supplier shall contribute to developing and enhancing delivery and performance intelligence on the provision of preventative services, interventions, and outcomes for service users across Lincolnshire. Such intelligence shall be appropriately shared with the Customer to inform local strategies, initiatives, and commissioning decisions.

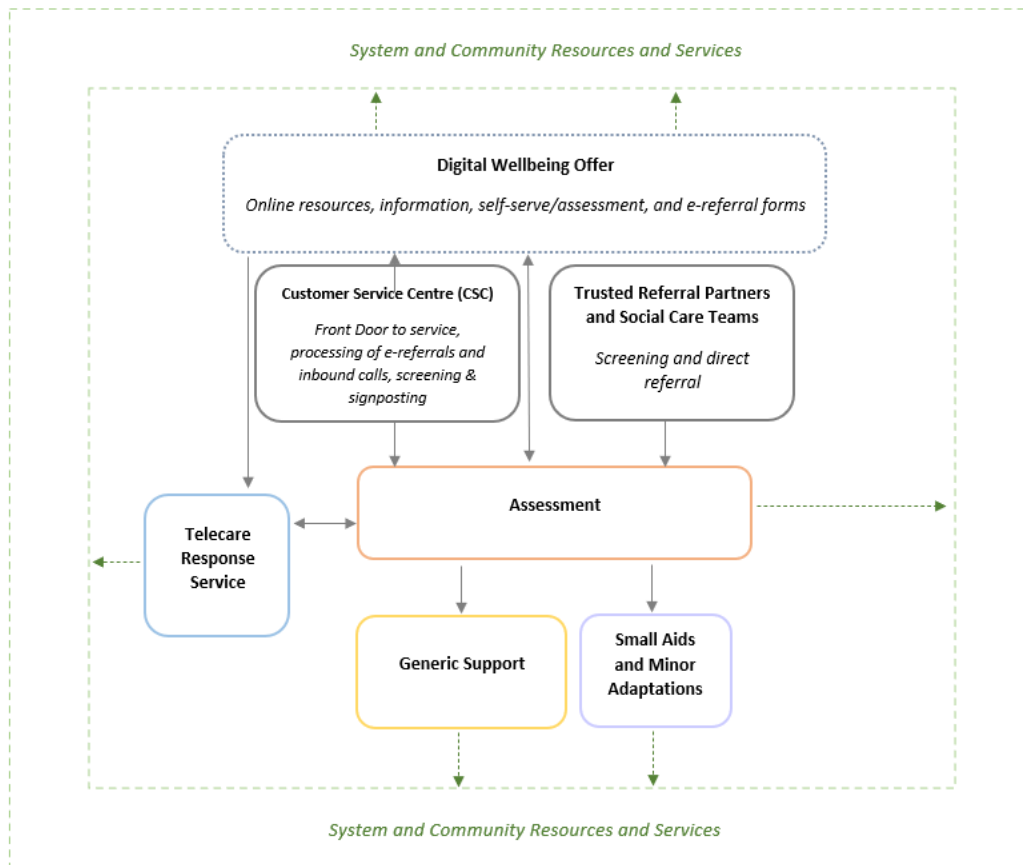
3.1.14 As the health and care system is undergoing transformation, the Customer reserves the right to update service outcomes and expects flexibility from the Supplier to respond to opportunities to innovate and improve.

Service Overview

3.2.1 The Lincolnshire Wellbeing Service encompasses the following elements of service:

- **A Digital Offer;** (or sometimes called a Universal Offer) available to all to access on Lincolnshire County Council's Connect to Support website.
- **Assessment;** A person-centred and strength-based assessment of all eligible individuals referred into the service.
- **Generic Support;** Generally, no more than 12 weeks of generic support based on the individual service users' outcomes and needs identified through their assessment, and always fixed term.
- **Small Aids and Minor Alterations;** Provision and/or installation of items of small aids to support daily living, and completing minor alterations which are supportive to the wellbeing and independence of the service user.
- **Telecare Response Service;** Provision of a visit to the home of a service user in response to a request from a telecare monitoring provider. Call out reasons will include non-injury falls and no response from the telecare user when an alarm is triggered.

3.2.2 The WBS model is depicted in the diagram below. This section of the specification provides a high-level overview of how each service element fits together to facilitate the support pathways. Section 3.3 (Service Delivery) explains each element in further detail.



- 3.2.3 The Customer's Customer Service Centre (CSC) will provide the 'front door' to the Service and serves as the single point of contact for new contacts and referrals via a dedicated Wellbeing Service phone line or via general enquires received. The only exception to this will be when referrals come from trusted referrers via the Customer's case management system, Mosaic, to the Supplier. This is explained further in section 3.5.3 (Referral Pathways).
- 3.2.4 Following referral, the CSC will have a WBS Strength-Based Conversation with all individuals referred to the WBS. During the conversation the referred individual will be given Information, Advice, and Guidance (IAG) as appropriate. This may include signposting the individual to the digital offer or other public access resources suited to their need without onward referral to the WBS. The CSC will screen referrals and determine eligibility before referring onto the Supplier.
- 3.2.5 The **Digital Offer** (sometimes referred to as a Universal offer in other provision) will provide the 'digital front door' to the service, enabling access to information, advice, and resources. The digital offer content will be developed by the Supplier, but this will be hosted on Lincolnshire County Council's Connect to Support website. This shall include information for professionals and agencies working in partnership to deliver prevention activities. The Supplier may choose to have its own website that includes a dedicated area for professionals.

- 3.2.6 Individuals shall be able to self-refer for WBS support via the Customer's digital platform, Connect to Support. The Supplier shall actively promote the digital offer, encouraging individuals, their family, and friends to access the offer as an initial step in seeking information and support. The Customer expects the digital offer to be preventative and enable individuals to source other public access information and resources to improve their wellbeing where support needs are low and/or the individual doesn't have any barriers to accessing digital support.
- 3.2.7 Referred individuals who require and meet the WBS eligibility criteria will be transferred to the WBS Supplier via Mosaic.
- 3.2.8 All eligible service users will receive an **Assessment** that will be undertaken by the WBS to enable generic support to commence within 21 calendar days after the date of referral from the CSC or trusted referrer. Assessments will be person-centred and strength-based, structured around the service user outcomes outlined in this specification. The assessment shall consider both the individual and their environment, where appropriate discussing the use of equipment. The assessment may identify an issue which can be immediately resolved, by referral to self-help sources for example, and the service user may exit the service at this point.
- 3.2.9 **Assessments** will inform personalised Support Plans detailing clear outcome focused support designed to meet the individual's needs. This service specification does not define the nature of the support (named **Generic Support**) arranged and provided to meet service user need. However, support shall be personalised, change focused, strengths based and designed by the Supplier to meet the person's outcomes and the service objectives. Support Plans should focus on providing short term and time limited intervention that enable positive change and improvements and aims to prevent dependencies.
- 3.2.10 **Generic Support** will be time limited, generally lasting no more than 12 weeks, but based on the individual's self-identified outcomes and needs identified through their assessment. This may include advice, connection and signposting to community resources, other relevant services and/or direct support to meet individual needs.
- 3.2.11 Assessment may identify the requirement for installation of **Small Aids and Minor Alterations** to meet service user outcomes. See section 3.3.4 for further details of when this may be required. Small aids are small preventative items designed to support people with daily living. The Supplier will support service users with the sourcing of small aids at the service user's cost, as required. A minor alteration is a job requiring limited time to undertake using low-cost or no materials and basic tools.. Small aids will be installed by the Supplier, without installation charge to the service user, within 7 calendar days. Minor alterations will be carried out within 14 calendar days of the date of assessment, or other later date if agreed with the service user.
- 3.2.12 The Supplier will provide a countywide **Telecare Response Service**. The Telecare Response Service will not be subject to eligibility criteria but will be provided to individuals who subscribe and pay for this element of service. The entry pathway

described above is also not applicable. The Telecare Response Service is the provision of a visit to the home of a service user in response to a request from a telecare monitoring provider. Trained responders will assess and assist with a range of needs including non-injury falls, as well as providing support and reassurance in emergency situations. This provision will be available 24 hours, 7 days per week and call visits should commence on site within 1 hour of the request from the monitoring centre.

3.2.13 The Supplier will work with communities and key referrers to increase awareness and understanding of the service, enhance community assets and undertake targeted engagement to promote early identification and ensure equitable service access.

Service Delivery

3.3.1 Digital Offer

3.3.1.1 The Customer is committed to providing services in a range of formats to give the population of Lincolnshire choice and control over their own support.

3.3.1.2 The Lincolnshire Wellbeing Service (WBS) will have an online support offer available to everyone via the Customer's digital platform; Connect to Support, Lincolnshire <https://lincolnshire.connecttosupport.org/>. This digital offer is a self-serve offer, available to all service users who want to find support online and help themselves. Service users will not have to go through the CSC to access digital support and this element of the service will not be subject to eligibility criteria.

3.3.1.3 Content for the digital offer will be developed both by the Supplier itself, the Customer, and a range of partner organisations, working through the strategic partnerships outlined in Section 3.7 (Partnerships and Network Development). Content should be produced by the most appropriate subject experts from within the partnerships. The material will mirror the support available in the 'in person' offer, thus, related to the WBS outcomes. Examples of this are online videos outlining how to complete widely used forms.

3.3.1.4 The aims of the digital offer are to:

- Provide clear information on what the WBS is and what the service does and doesn't offer.
- Promote access through the relevant referral channels into the core WBS, via Public / Professional e-referral forms or by telephone.
- Provide universal online access to information, advice, and guidance on the WBS for the residents and professionals of Lincolnshire.
- Promote help-seeking and self-serve.
- Support family, friends, and colleagues to understand the offer of the WBS and the support available, access information and advice to help them to support someone they know.
- Provide information, advice, and guidance in a variety of means and accessible formats, digital channels where possible.

- Provide links to trusted, authoritative and respected local and national information sources, campaigns, helplines, and any other useful resources.
 - Provide key service updates and communications messages relevant to the public.
- 3.3.1.5 The material will be uploaded onto Connect to Support by the Customer's Information and Systems Team.
- 3.3.1.6 The Supplier will regularly review content provided and provide the Customer's Information and Systems Team with updated material when appropriate.
- 3.3.1.7 Material produced will promote a clear and engaging Service identity (not tied to any Supplier), be simple and easy to use for individuals and professionals alike. The platform will link with other sections of the Connect to Support website to aid navigation to other relevant areas of information, advice, and guidance.
- 3.3.1.8 The Customer's Customer Service Centre (CSC) will also utilise the information held on the Connect to Support website to support them with effective signposting. In addition, they will signpost individuals not eligible for the WBS to the digital offer.
- 3.3.1.9 The digital offer will also include link(s) to a self-referral form to enable individuals to refer themselves into the WBS should they require the 'in person' offer.
- 3.3.1.10 The digital offer is anticipated to meet the needs of those individuals requiring low level support and avoid the need for assessment and generic support. Individuals may also access the digital offer alongside a structured specialist support offer.
- 3.3.1.11 In addition to this, the Supplier may have their own website / digital platform that could include links and signposting to the Customer's interactive online digital offer (as outlined above in point 3.3.1.2) a professional's area with resources tailored to the needs of partner stakeholders and trusted referrers including:
- Promotional materials,
 - Information for referrers and top tips for referrals,
 - What to expect following a referral,
 - How to work jointly with the Service, and
 - How to identify and support individuals.
- 3.3.1.12 The Customer will commit to innovate to ensure the digital offer platform (3.3.1.2) has scope to grow and evolve as technological solutions become available. This may include scope to integrate future apps or features to assist self-serve and enhance the experience of service users. The Customer will engage with and work with the Supplier to progress such developments at the earliest opportunity.
- 3.3.1.13 The Supplier shall innovate to widen access and extend the reach of the Service, maximising the use of all digital platforms and social media.

- 3.3.1.14 Throughout the contract and at the end of the service contract, the Supplier shall be responsible for 'digital clean-up', removing out-of-date links for the service, including informing key partners to update any external links from their own websites.
- 3.3.1.15 The Customer shall own the information produced by the Supplier for the service. This shall form part of the handover of service at the end of the contract enabling a smooth transfer of service to any new Supplier.
- 3.3.1.16 The Supplier will be expected to work with the Customer's Information and System Team to develop the digital offer during the service mobilisation and implementation period. As a minimum, for service commencement the Supplier shall support the development of a dedicated area on Connect to Support which provides clear information on what the WBS is, what the service does and doesn't offer, and how this can be accessed.
- 3.3.1.17 The Supplier shall maintain a constant rolling review of the digital support offer, informed by and in agreement with the Customer, via a programme of feedback and involvement of individuals accessing support.

3.3.2 Assessment

- 3.3.2.1 The Supplier shall assess each referred individual (now service users) to the WBS. Assessments will be undertaken to enable generic support to commence within 21 calendar days after the date of referral from the CSC or trusted referrer. The Supplier will contact the service user by telephone a minimum of 3 times (each on different days at different times) before writing to them to arrange an assessment. The assessment may identify an issue which can be immediately resolved, by referral to self-help sources for example, and the service user may exit the service at this point.
- 3.3.2.2 The service user's referral will detail outcomes that the service user wishes to work towards. The purpose of the assessment is to get a deeper understanding of what the service user needs to achieve the outcomes already established and support the service user to identify other outcomes which could be supported.
- 3.3.2.3 The Supplier will develop their own assessment that will be used as standard but applied proportionately across the service. The assessment will:
- be personalised;
 - be outcome-focused;
 - be structured around the service user outcomes in this specification;
 - contain referral information so that service users are not required to 'tell it twice';
 - be strength-based, enabling service users to find the best solutions for themselves;

- enable service users to have choice and control and make independent decisions about how they live;
- facilitate creative solutions.

3.3.2.4 During assessment the Supplier will discuss the outcomes that the service user is working towards and support the service user to identify a baseline score. The Supplier will record the baseline score within the Wellbeing Mosaic Workflow (see Section 3.10 Case Management System) and subsequently measure distance travelled.

3.3.2.5 The Supplier shall be thoroughly prepared before an assessment. This includes reviewing the referral information, any previous contact, and support from the Service and other services, changing, or deteriorating circumstances, risk assessments, and being prepared with likely sources of relevant information and advice. The service user should not have to repeat their story.

3.3.2.6 When it has been identified at referral (or thereafter) that a service user requires support with the following 2 outcomes:

- Maintain my home environment so that it keeps me safe, warm, and well and reduces my chances of accidents.
- Have help finding and fitting a small aid or piece of equipment (such as a grab rail, raised toilet seat or bath board) or make a small alteration, that helps me to get around my home and use the facilities.

The assessment will include an assessment of the service user's home environment to understand the support they will require to meet their needs.

3.3.2.7 The Supplier will ensure that assessment is carried out by a member of staff with an appropriate level of skill and training. Assessors should be trained in best practice methods of delivery including strength-based approaches and motivational interviewing.

3.3.2.8 The Supplier shall provide assessments in effective and efficient ways but shall ensure that the service user's needs and choices are prioritised. Assessments should be offered via remote means (telephone, video call etc), in community settings and in the home of the service user. Any assessments to determine the utility and/or need for small aids or minor alterations are expected to be in-person and in the service user's home to ensure their suitability for the individual within the home environment.

3.3.2.9 Assessment will inform a personalised Support Plan. There must be a clear link between the assessment, the service users desired outcomes and the plan of support to meet the outcomes.

3.3.2.10 Support Plans shall be developed in agreement with the service user and available at the commencement of Generic Support, so within 21 calendar days of

assessment. They will be change focussed, reduce support over time, prevent dependence, enable resilience, have clear timeframes, and empower the service user to be independent without reliance on support. However, the Customer does recognise that service user's needs will vary, and some service users may require longer-term support to sustain independence from other service providers.

- 3.3.2.11 Support Plans shall have measurable goals that will mirror the service user outcomes outlined in this specification. The Supplier will use the Mosaic Wellbeing Workflow to log baseline outcomes and subsequently measure progress.
- 3.3.2.12 Support Plans should detail the installation of small aids and minor alterations where applicable.
- 3.3.2.13 The Supplier shall review Support Plans two weekly or on a more regular basis if appropriate to service users' needs and the level of support being provided.
- 3.3.2.14 During assessment and support planning, the Supplier will consider the role of other organisations and support services in helping the service user to achieve their outcomes. This may include working with other organisations as part of a multiagency group such as Vulnerable Adults Panels, simple signposting or referring on. The Supplier should be careful not to duplicate the role of other support services or organisations.
- 3.3.2.15 It is expected that staff involved in the assessment process and the provision of small aids and minor alterations will have close working links with the Adult Social Care's Occupational Therapy (OT) service, to ensure that equipment is provided appropriately and safely.

3.3.3 Generic Support

- 3.3.3.1 Generic Support is the primary element of the Lincolnshire Wellbeing Service (WBS). The Supplier shall deliver generic support personalised to each of the service user's needs identified in their assessment and includes provision of face-to-face advice and casework.
- 3.3.3.2 The aims of generic support are:
 - To deliver personalised support based on what the individual requires to assist them to improve their health and wellbeing and maintain their independence.
 - Support will be focused on the outcomes identified to be worked on during the eligibility check, (as defined in 3.1.2) the needs identified in the assessment and the Support Plan. This specification will not define what support packages should look like.
 - To include the provision of advice and signposting for service users where other support services exist to support them with the identified needs, for example, help to stop smoking.

3.3.3.3 The Supplier shall deliver support to individuals in one of the ways described below, or a combination of both, depending on need:

1. Signpost or onward referral of the individual into other locally delivered services and/or supporting mechanisms to allow the individual to be supported within their own community where the WBS is not the most appropriate service to meet the individual's needs. Where it is identified that the service user's needs are not being met, either at all or in part, the Supplier shall provide direct support (in accordance with (ii) below) where appropriate.
2. Where the individual cannot be signposted or referred into local support services to meet their needs and achieve their outcomes, the Supplier shall be responsible for the direct delivery of a support service for a period of up to 12 weeks. This type of support is recommended for individuals with higher needs, based on their assessment.

3.3.3.4 Examples of short-term interventions that this generic support service may be required for, include but are not limited to:

- Support to gain home management and lifestyle skills such as laundry, cooking, cleaning;
- Access to befriending services and social support;
- Access to Telecare and equipment services;
- Access to various support activities provided locally (i.e., signposting to the Service Supplier's network) advice on how to stay safe in the home e.g., on how to stay warm, avoid falls etc.
- Access to services to maintain and improve the home environment and/or adapt it to meet the needs of the service user.
- Support to obtain advice to secure and maintain appropriate housing or move to an alternative, suitable home;
- Help in managing finances and benefit claims;
- Help in completing forms to enable them to stay independent in their own home, e.g. applications for financial assistance.

3.3.3.5 The following will not be offered by the WBS:

- Personal care services such as:
 - o Getting up and/or going to bed
 - o Dressing
 - o Washing or having a bath
 - o Using a toilet or other personal hygiene
 - o Eating and drinking
- Domestic help such as washing up and laundry.
- Medical or healthcare assessments and services provided by doctors or other medical professionals.
- Regulated Adult Care services.
- Mental health services.

- 3.3.3.6 Generic support is intended to be short-term support to individuals, the duration of the service will be variable and dependent upon and individual's specific needs. It is expected that the length of support will, in general, be no more than 12 weeks. Support will cease when outcomes have been met or the Supplier has appropriately signposted or referred service users to other support services that can address their outcomes. A small number of service users may need support for a longer period than those identified above.
- 3.3.3.7 The Supplier will review the period of support every 2 weeks with a view that an individual will exit the service once the outcomes have been met or cannot be improved upon, and support (where needed on an on-going basis) is sourced accordingly.
- 3.3.3.8 Generic Support will commence no later than 21 calendar days after the date of referral, or later if there is no suitable time for the service user within that period. Any delay for any reason shall be documented in the service user's Support Plan.
- 3.3.3.9 The Supplier shall ensure that they have up to date knowledge of all local services that may be able to support service users. This should include statutory provision and third sector services. The Supplier will ensure that they are aware of other services eligibility criterion and how to refer into services. Where possible, support will be delivered through other services.
- 3.3.3.10 For service users with complex needs and multiple issues to be addressed, it may be necessary for the Supplier to form part of, and when appropriate be the lead (act as a caseworker) for the service user, on multi-disciplinary panels including Neighbourhood Team Multi-Disciplinary Meetings, Vulnerable Adult Panels (VAPs), Multi Agency Risk Assessment Conferences (MARAC), or Team Around the Adult (TAA). Service users will be monitored through these mechanism and cases closed once all outcomes have been achieved.
- 3.3.3.11 The Supplier is required to:
- Inform service users during the assessment or at the beginning of the first generic support session what they can expect from the service prior to the commencement of generic support;
 - Update the Support Plan throughout the delivery of generic support;
 - Measure service user satisfaction and support service users to complain where necessary;
 - Work closely with the service user, and if appropriate their family and carers, to determine the activities and tasks required to meet their needs and achieve their outcomes;
- 3.3.3.12 The Supplier will develop a blended offer of both remote (telephone, video-call, digital) and in-person individual interventions in agreement with service users, access, and individual needs and support outcomes.

3.3.4 Small Aids and Minor Alterations

3.3.4.1 This element of the Lincolnshire Wellbeing Service (WBS) comprises the initial installation of items of equipment, known as small aids, and minor alterations.

3.3.4.2 Service users will only access this element of the service where:

- The CSC considers they would be **unlikely** to be assessed as needing equipment through the Lincolnshire Community Equipment Service (LCES), (as determined through the strength-based conversation), that they are deemed eligible for the WBS in accordance with section 3.4 (Service Eligibility), and refers them to the Supplier **and**;
- The assessment by the Supplier determines that small aids or minor alterations would be of benefit and would be suitable for use.

Following the assessment, where it is identified that the provision of a small aid will meet a service user's eligible social care need, it will be delivered through the LCES as described in section 3.3.4.16.

3.3.4.3 Small aids (such as a grab rail, raised toilet seat, or bath board) are basic items, some of which may require fitting or installation. Service users will fund the purchase of small aids which will be fitted by the Supplier at no cost to the service user. If the Supplier is purchasing equipment on behalf of the service user, the Supplier should do so at cost and ensure there is no markup charged to the Service User.

3.3.4.4 A minor alteration is a job requiring limited time to undertake using low-cost or no materials and basic tools. . The service user must fund the cost of the materials, with the fitting provided free to them by the Supplier.

3.3.4.5 Examples of types of work typically carried out include:

- Fitting handrails (to stairs or along walls)
- Rehanging doors to open in the opposite direction or on the opposite jamb and/or changing door handles.

The above list will be kept under review and additional alterations considered in liaison with the OT service, depending on demand for this element of the WBS.

3.3.4.6 Where it becomes apparent that equipment or adaptations beyond the scope of the WBS small aids and minor alterations element are likely to be necessary to meet an eligible need, the Supplier should refer service users to Adult Social Care for assessment with consent. The Supplier shall make the service user aware of the Disabled Facilities Grant (DFG) system and process. If the service user is likely to require further support to apply for a DFG this may be written into the Support Plan for generic support.

3.3.4.7 Any assessment which involves the recommendation or issuing of small aids and adaptations must take place in person. This is to ensure that the small aid or

alteration is suitable for the service user's requirements; that the service user is likely to be able to use the small aid or adaptation effectively and safely; and that the home environment is suitable for the recommended small aid or adaptation.

- 3.3.4.8 The Supplier shall install small aids as the service user requires, as identified in their initial or subsequent assessments.
- 3.3.4.9 It is the Supplier's responsibility to enable the service user to have choice regarding the most appropriate item(s) to meet their requirements and where to source them, when the service users are purchasing these items themselves.
- 3.3.4.10 The Supplier may hold a stock of small aids and materials for minor alterations that can be provided and fitted and will additionally maintain a catalogue of other reliable suppliers. The service user may either purchase the item(s) through the Supplier or the service user may purchase item(s) themselves through their chosen reliable supplier. The Supplier will then install these item(s) if the Supplier deems them appropriate.
- 3.3.4.11 Whilst the service user can purchase item(s) themselves to meet their requirements, there may be occasions where it is not appropriate for the Supplier to fit this item(s) due to concerns over safety or appropriateness.
- 3.3.4.12 The Supplier will be able to liaise with the OT team in the instances described in 3.3.4.10 as necessary to obtain guidance regarding the appropriateness of equipment for an individual service user.
- 3.3.4.13 During the installation of any small aids, the Supplier shall give full explanation and training to the service user and any informal carer regarding the functionality of the small aids, so the service user feels confident in the use of the items.
- 3.3.4.14 The Supplier shall:
- Fit any small aids within 7 calendar days or carry out any minor alterations within 14 calendar days of the date of assessment, or other later date if agreed with the service user;
 - Install all small aids in accordance with the manufacturer's instructions;
 - Obtain a signature from the service user (or other authorised person) to confirm that they agree the installation and/or alteration process has been carried out satisfactorily;
 - Discuss and agree with the service user all paperwork regarding payments, reporting of faults and responsibilities of the service user in relation to the small aids or minor alterations and leave a copy with the service user;
 - Where the Supplier has directly supplied small aids, they will be responsible for replacement if the item is faulty.
- 3.3.4.15 The Customer shall allow the Supplier, in their absolute discretion, relief from compliance with the timescales detailed in paragraph 3.3.4.14 above where the

installation of more complicated minor alterations than those in paragraph 3.3.4.5 are identified, and the work needs to be outsourced. More complicated and/or outsourced minor alterations would be at the cost of the service user.

- 3.3.4.16 If, during the assessment process, it becomes apparent that a small aid meets a Care Act eligible need (i.e. a small aid or minor alteration that, had the service user been assessed through an OT, would be issued to them free of charge), then this item(s) can be issued to the service user by the Supplier, without charge, via the Lincolnshire Community Equipment Service (LCES). The LCES Supplier will deliver and fit the equipment for the service user.
- 3.3.4.17 Determination of a service users need for a specific small aid will be made by the Supplier's assessors, who will be expected to have undergone appropriate training (see points 3.3.4.29 – 3.3.4.34).
- 3.3.4.18 Determination of need and rationale for providing small aids to service users at no charge via the LCES should be documented through the appropriate recording system.
- 3.3.4.19 Small aids provided to service users free of charge will be from a prescribed list, which is aligned with small aids issued by the OT team. Should a service user wish to purchase small aids outside this list, this will be at their own expense.
- 3.3.4.20 The types of small aids which can be issued via LCES may include items such as:
- Chair and bed raisers
 - Bath boards, seats
 - Stair rails, rails for toileting, raised toilet seats and frames
 - Grab rails
 - Perching stools and small household items
- 3.3.4.21 Where the service user has been assessed as needing a higher level of support than can be offered by the WBS (i.e. an individual requires equipment outside the prescribed list) and has an eligible need, the Supplier will refer the individual for an OT assessment for all equipment.
- 3.3.4.22 The Supplier must ensure that, should small aids be provided through LCES, the service user is informed that this is arranged on a loan basis and that the equipment is not owned outright by the service user.
- 3.3.4.23 The Supplier will be issued with access to LCES ordering systems to allow specified small aids to be issued to service users, free of charge through the LCES, where this equipment meets an eligible need.
- 3.3.4.24 The Supplier will be expected to describe to the service user, should the service user choose to purchase their own small aids rather than accepting the small aids offered free of charge through LCES, the rationale underpinning the prescription of LCES equipment. This will allow the service user to make an informed choice.

- 3.3.4.25 If, during the assessment process, it is identified that a service user needs equipment urgently due to concerns around risk, then this should be immediately reported to the OT team duty desk for action and/or advice.
- 3.3.4.26 The Supplier will work with the Customer to develop clear processes in relation to the issuing and review of equipment through the LCES.
- 3.3.4.27 It is expected that that staff involved in the assessment process and the provision of small aids and minor alterations will have close working links with OT service, to ensure that equipment is provided appropriately and safely.
- 3.3.4.28 Staff who assess service user's needs and requirements and who advise on, recommend, or issue small aids and minor alteration to service users will have undergone training to allow them to work as trusted assessors for this purpose and will have appropriate accreditation as such.
- 3.3.4.29 The Supplier shall employ staff who are suitably trained to carry out robust assessments and who are also able to identify, recommend, measure for and issue suitable equipment for service users, underpinned by sound reasoning.
- 3.3.4.30 Suitable training at an appropriate level, such as the Disabled Living Foundation's L3 Trusted Assessor: Assessing for Minor Adaptations training or equivalent, will enable staff to act as Trusted Assessors. Those completing this training will hold a recognised qualification and this training will ensure an appropriate level of knowledge and skill underpins the assessment and small aids/minor alteration processes.
- 3.3.4.31 The Supplier shall ensure their staff undergo continuous training and development, to ensure that their skills are current and that they are aware of any changes to practices when advising on or issuing small aids and/or minor alterations.
- 3.3.4.32 The Supplier shall employ suitably trained and competent staff to install the small aids and make the minor alterations. This is envisaged to be either the Disabled Living Foundation L2 Trusted Installer training or equivalent course.
- 3.3.4.33 The Supplier shall ensure training is ongoing so that small aids are installed correctly and demonstrated to the service user so that they can be used effectively and safely.
- 3.3.4.34 The Supplier will work with the LCES provider to ensure suitable training on the LCES system is undertaken, so that appropriate WBS staff can order equipment through LCES as required.

3.3.5 Telecare Response Service

- 3.3.5.1 The Supplier will provide a countywide Telecare Response Service. The Telecare Response Service will not be subject to the WBS eligibility criteria but provided to individuals who have monitored telecare equipment and subscribe and pay for this element of service.
- 3.3.5.2 The cost to the service user for the first contract year will be set by the Customer at £2.77 per service user, per week, as outlined in the pricing schedule of the invitation to tender. The Charging Policy will be reviewed on an annual basis as part of the open book review. It is the Suppliers responsibility to collect fees.
- 3.3.5.3 The Telecare Response Service is the provision of a visit to the home of a service user in response to a request from a telecare monitoring provider. The telecare monitoring centre will request a visit in response to a request from the service user when contacted by the call centre. A list of these can be found in Appendix B. Agreed response call out reasons shall be reviewed with the Supplier on a regular basis in line with submitted service data and intelligence.
- 3.3.5.4 Trained responders will assess and assist with a range of needs including non-injury falls, as well as providing support and reassurance in emergency situations.
- 3.3.5.5 The Supplier shall ensure, upon arrival at the service user's home, that the responder carries out the following actions as a minimum:
- ascertain the nature of the problem;
 - provide support and reassurance;
 - attempt to resolve the situation if it is appropriate and safe to do so without onward referral within agreed procedures;
 - contact the GP, the NHS 111 service or 999 (depending on and appropriate to the circumstances) without delay whenever a service user requests assistance to obtain medical attention, has an evident or suspected injury, or appears unwell and unable to make such a request;
 - inform the service user's next of kin as soon as possible (if agreed in the individual's response protocol); and
 - offer reassurance and support to the service user until medical assistance arrives.
- 3.3.5.6 If the individual has fallen, the Supplier shall ensure the responder shall as a minimum:
- carry out relevant assessments, according to agreed protocols, before moving the person;
 - use assistive lifting equipment (e.g. Mangar) and follow best practice moving and handling techniques, ensuring these procedures are in line with the service user's own moving and handling requirements, to help the person to get up and back on their feet or to a safe resting place;
 - contact emergency services for assistance if the responder is unable to move the service user safely;

- undertake a basic falls prevention assessment and give the individual and/or their carer information and advice about removing potential hazards which may increase their risk of falls;
- inform the service user that a referral to other components of the WBS, if appropriate and with service users' consent, will be made and they will receive contact from them in due course;
- identify any follow up referrals that the service user needs to ensure their safety and wellbeing, for example health, social care, preventative services, and seek their consent to make the referral on their behalf. This may include urgent referrals if immediate assistance is required; and
- ensure the security of the home on leaving the property.

3.3.5.7 The Supplier shall ensure this service complements the support provided by both informal and formal carers so that responses are in the best interest of the service user and the service user has assurance that someone will attend.

3.3.5.8 When providing a home response to an alarm call directed by the Telecare Call Monitoring Centre, the Supplier shall ensure the response is delivered in accordance with the service user's individual response protocol.

3.3.5.9 The Supplier shall ensure all staff attending homes as part of this Response Service are sufficiently vetted, trained, and equipped to assess and assist non-injury and minor injury falls victims back to their feet, and offer emergency personal care to ensure the individual is left in a safe, resettled environment and condition.

3.3.5.10 The Supplier shall not be required to hold Care Quality Commission (CQC) registration to carry out emergency personal care. An example of such emergency personal care tasks may include but are not limited to:

- Dressing
- Using the toilet
- Personal hygiene
- Eating and drinking
- Cleaning up after a fall

3.3.5.11 Upon completion of a response visit, the Supplier shall ensure:

- provide feedback about the outcome. This will include (but is not limited to) the response time, reason for the visit, duration of visit, any actions taken and the outcome;
- complete an outcome form for every visit undertaken; and
- complete relevant onward referrals.

3.3.5.12 The Supplier will work with the Customer to develop a protocol with the NHS Lincolnshire Integrated Care Board (ICB) and Primary Care to inform clinicians as appropriate following a fall related response visit. This is intended to apply to frequent fallers, so that follow up actions can be taken as necessary as part of the falls response pathway and fall prevention services.

- 3.3.5.13 The provision will be available 24 hours, 7 days per week and callouts should be responded to within 1 hour of the request from the Monitoring Centre. The Supplier shall have adequate arrangements to record and monitor response times.
- 3.3.5.14 To access this service, an individual will need to notify their telecare provider; who will then liaise with the Supplier. The Supplier shall work with the telecare provider to ensure a seamless service for the service user. Upon receipt of a referral from the telecare provider the Supplier shall contact the individual within 24 hours or the next working day and provide details of the service, the charge and how to pay the charge.
- 3.3.5.15 It will be the responsibility of the Supplier to work with the telecare provider to develop the most effective and efficient pathway for referrals and sharing of information.
- 3.3.5.16 The Supplier shall undertake regular reviews to ensure the service user continues to need and benefit from the service, and to confirm emergency procedures and contacts are up to date and valid. Such reviews shall involve contacting the service user and consideration of reports generated through the monitoring system.
- 3.3.5.17 The Supplier shall ensure the service user's response protocol is kept updated with information gathered from the telecare provider and any information gathered by a responder upon attending the service user's residence.
- 3.3.5.18 The Supplier will promote this service offer to continually increase take up and best value for the Customer.
- 3.3.5.19 The Supplier will work with the Customer to develop the core offer to align with the development of new technologies as required.
- 3.3.5.20 The specification outlines a core offer. The Supplier is encouraged to develop or expand this provision through a self-funded enhanced offering that will be agreed by the Customer. This may include cover for additional call out reasons.

Service Promotion and Engagement

- 3.4.1 The Supplier will work with the Customer to create and market a single service identity and brand with the potential to endure beyond the life of a single contract. This shall be distinct from any branding of the Supplier. Service branding will be subject to the Customer's internal governance before approval.
- 3.4.2 The Supplier shall deliver a range of activities to promote the service using appropriate language and imagery, in a range of up-to-date accessible formats, including print, social and broadcast media, video and digital platforms.
- 3.4.3 The Supplier shall develop, with the involvement of service users, a suite of literature and promotional material for use by the Service and partners. The Supplier will ensure

that there is countywide geographical availability of its printed service literature. The Supplier shall put in place effective systems to maintain up to date service literature in appropriate locations, for example, GP surgeries, hospitals, and pharmacies. The Supplier will be responsible for ensuring out of date service literature is removed from such locations.

- 3.4.4 The Supplier will be expected to demonstrate a commitment to ensuring that their services meet the diverse needs of the communities of Lincolnshire and that all advertising, promotion, and publicity of the Service shall be inclusive.
- 3.4.5 The Supplier will undertake proactive targeting of communities and individuals who may face barriers to accessing support services or experience health inequalities. The Supplier will equally play a key role in increasing community awareness of prevention and early intervention and shall identify community assets across Lincolnshire to enhance support within their local area.
- 3.4.6 The Supplier will work with partners (as outlined in Section 3.8 Partnership and Network working) to increase awareness of the support provided (and not provided) by the Service and referral process.
- 3.4.7 The Supplier shall also engage with local support services which the generic support component may interact with for support planning or onward referrals, e.g. Neighbourhood Teams, Customer commissioned services, third sector services.
- 3.4.8 To effectively ensure that referrals are reflective of need and equitable, the Supplier will be required to analyse referral information and work closely with the Customers Intelligence Team, to identify communities and referrers to specifically target. The Supplier shall co-produce an annual Engagement Plan with the Customer outlining the activities and strategies to be deployed to meet the aims set out above. The Supplier shall share an initial plan within three months of contract commencement and then annually during the month of October covering the contract year ahead. The Supplier shall actively involve partners and service users in the development and review of the Engagement Plan.

Service Eligibility

- 3.5.1 The following outlines the eligibility criteria required to be met by the individual to gain access to support from the Lincolnshire WBS. The Digital Offer is universally available to all Lincolnshire residents. The Telecare Response Service (as described in 3.3.5 above) is a subscribed element and therefore will not be subject to eligibility criteria.
- 3.5.2 To be eligible for support from the WBS the person must (all apply):
- Live in Lincolnshire and be 18 years old or over.
 - Be at risk of becoming unable to live independently at home, increasing a need for ongoing services.

- Have barriers to accessing information and written advice to help themselves or have issues that stop them from being able to interpret or act on the information and advice that might enable them to help themselves.
- Need additional support with at least one of the following outcomes to live independently at home and maintain good health and wellbeing and meet or exceed the threshold weighting score.

3.5.3

Outcomes	Weighting
<i>I want to live safely, independently, and happier at home and this would be achievable if I could....</i>	
- <i>Maintain my home environment so that it keeps me safe, warm, and well and reduces my chances of accidents.</i>	10
- <i>Have help finding and fitting a small aid or piece of equipment (such as a grab rail, raised toilet seat or bath board) or make a small alteration, that helps me to get around my home and use the facilities.</i>	10
- <i>Learn home management and life skills, to do for myself, or obtain services to do for me, tasks such as cooking, cleaning, laundry, shopping, and gardening.</i>	10
- <i>Manage my household budget better, maximise my income, reduce my expenses and avoid being scammed.</i>	5
- <i>Improve my digital skills and be better at using technology to help me to stay independent and safe.</i>	5
- <i>Be supported to live with a combination of long-term conditions to maintain or improve my quality of life.</i>	2
- <i>Find and stay in education, training, or work while I am of working age.</i>	2
- <i>Build a better support network, social life, or volunteer.</i>	1
Maximum score: 45	

An individual's eligibility shall be determined by the CSC, or trusted referrer, via an initial triage/screening process, prior to a referral being made to the Supplier to carry out an assessment. The CSC or trusted referrer's screening process will determine if the service user reaches the minimum threshold score for entry into the WBS. The service user must have a threshold score that is above or equal to the minimum threshold score to gain access to the WBS.

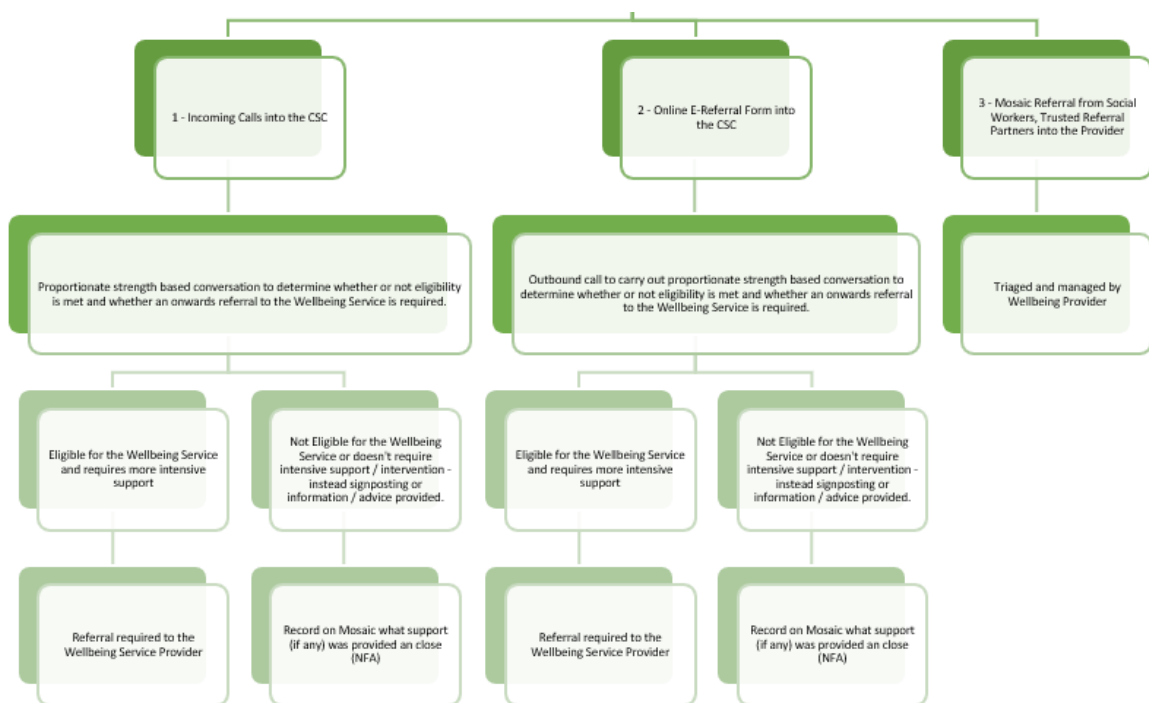
3.5.4 On commencement of the contract the initial threshold score to gain entry to the WBS will be set at a score of **6 or above**. However, the initial threshold score may be subject to change during the lifetime of the contract.

3.5.5 The Initial threshold score, and the weighting of each of the outcome statements is a tool for managing demand for the service and ensuring the services finite resources are focused on those most in need of the provision. They will be reviewed by the Customer both routinely and on an ad-hoc bases to ensure that they remain effective for both referrer and Supplier. Ad-hoc reviews may be triggered by notifications from the Supplier that demand is exceeding expected volumes as outlined in section 3.11 (Management of Service Demand).

3.5.6 The Customer reserves the right to amend service eligibility criteria in response to feedback, intelligence, referral demand, legislative, policy, guidance or local strategies and initiatives.

Referral Pathways

3.6.1 The diagram below (also included in Appendix C) outlines the Lincolnshire WBS referral pathways for all referrals except for Telecare Response.



3.6.2 Point 3.6.3 to 3.6.7 outline the referral pathways for all referrals to the WBS except for those to Telecare Response Service. The Telecare Response Service is outlined in point 3.6.8.

3.6.3 Referrals can be made by individuals as a self-referral or professional referral:

- Self-referrals; Individuals can self-refer to the service by either completing an e-form or by contacting the CSC on the dedicated WBS telephone number.

- Professional referrals (from other professionals); Professionals can refer individuals to the service by completing the self-referral e-form on behalf of the service user or signposting the service user to one of the self-referral pathways.
- Trusted referrals from 'trusted referrers'; A trusted referrer is a partner that will have a strength-based conversation, check eligibility, and do any necessary signposting with referees prior to referral. Trusted referrers will include the Customer's Adult Care workers. Trusted referrers will refer individual's directly to the Supplier via the Customers Case Management system, Mosaic.

3.6.4 The Customer's CSC operates as the first point of contact for all self and professional referrals to the Lincolnshire WBS with the only exception being when referrals come from a trusted referrer via Mosaic to the Supplier (and Telecare Response). The CSC also performs this function for other key services such as Adult Care and the Lincolnshire Carers Service. The Supplier shall promote the CSC as the single point of contact for the service. Whilst the Customer is committed to the concept of 'no wrong door' to access the Service, the Customer anticipates that new contacts and referrals will come via the CSC. The Supplier will ensure that this referral route is actively promoted and any referrals directly to the Supplier are redirected to the CSC.

3.6.5 Following referral, the CSC will have a WBS Strength-Based Conversation with all individuals referred to them. This conversation may happen directly at the point of contact or as attempted as a separate contact. This conversation will aim to enable individuals to find the best solutions for themselves, supporting them in making independent decisions about how they live and facilitating creative and tailored solutions. During the WBS Conversation the referred individual will be given Information, Advice, and Guidance (IAG) as appropriate. This may include signposting the individual to the digital offer.

3.6.6 As part of the WBS conversation, the CSC will establish whether the individual referred requires any additional support from the WBS and thus whether they meet the eligibility criteria. If so, the outcomes that the individual wishes to work towards will also be captured (as defined in 3.1.2 and 3.4.2). The individual's details, the WBS Conversation and outcomes will all be logged on the Customer's case management system, Mosaic which will also be utilised by the Supplier to case manage service delivery. Notifications will give the Supplier access to all the information collected by the CSC and other Trusted Referrers. This will include the criteria met and the outcomes identified.

3.6.7 The Supplier is expected to work with the Customer to increase the number of trusted referrers, although it is not anticipated that that his will become universal.

3.6.8 Referrals for Telecare Response shall come directly from the Customer's telecare provider to the Supplier. The Supplier shall record the details of the referral directly on Mosaic upon receipt. This will include who the telecare provider is. Enquires may also be received direct to the Supplier from interested individuals/their families. In these instances, the Supplier shall explain the scope and costs of the Service to the individual and liaise with their telecare provider on their behalf prior to commencing the Service.

- 3.6.9 The Supplier shall support the Customer to ensure that referrals are appropriate by working with the partner agencies and professionals to ensure all key partners are aware of the eligibility criteria to access support interventions.
- 3.6.10 The Supplier will work with the Customer and the CSC to improve referral mechanisms where required. This may include establishing new mechanisms for referral as new technologies become available or policy changes. Examples may be online forms or customer portals on Mosaic. Any new mechanisms developed will:
- Ensure that the CSC remains the first single point of contact for initial triage (other than for trusted referrers).
 - Be simple, efficient, proportionate, and effective, promote joint working, and must not have an unintended consequence of acting as a barrier.
- 3.6.11 The Supplier will monitor referrals and any waiting lists (both numbers of individuals and waiting time) and current and projected service throughput and give the Customer early warning of any potential capacity problems.
- 3.6.12 Where parts of the community are under-represented by those referred to the service or self-referring to the service the Supplier will actively promote the services to that target client group e.g., certain localities, communities or identified individual characteristics.

Service Location and Delivery

- 3.7.1 The Supplier shall design and deliver its service provision and staffing to provide maximum flexibility and responsiveness to the individual support needs of service users. Support interventions will be available as a minimum, Monday to Friday, 9am to 5pm throughout the year (except public holidays) and will include service provision during evenings and weekends as the needs of service users dictate.
- 3.7.2 Service users and referral partners shall be able to access information, resources and make referrals via the digital offer on Connect to Support 24 hours a day, 7 days a week of each year. Any planned or unexpected downtime of this functionality shall be reported to the Supplier as soon as reasonably practicable.
- 3.7.3 Telecare Response will be available 24 hours a day, 7 days a week. Responders will be situated to ensure countywide coverage within 1 hour of call out.
- 3.7.4 The Supplier shall provide assessments in effective and efficient ways but shall ensure that the service user's needs and choice are prioritised. Assessments should be offered via remote means (telephone, video call etc), in community settings and in the home of the service user. Any assessments to determine the utility and/or need for small aids or minor alterations are expected to be in-person and in the service user's home to ensure their suitability for the individual and within the home environment.

- 3.7.5 The Supplier will develop a blended offer of both remote (telephone, video-call, digital) and in-person individual interventions in agreement with service users, access, and individual needs and support outcomes.
- 3.7.6 Where service user needs dictate, the Supplier is expected to undertake assessments and provide generic support in a hospital setting, this may be to support with hospital discharge.
- 3.7.7 The population of Lincolnshire is diverse in terms of faith, ethnicity, disability, culture, language, gender, age, and sexual orientation. The Supplier must ensure that they meet the Equalities Act 2010 and be able to demonstrate that all groups with protected characteristics in this Act have equality of access.
- 3.7.8 To effectively ensure that delivery locations are reflective of need and equitable, the Supplier will be required to analyse referral and delivery information closely and work closely with the Customers Intelligent Team, to identify communities and referrers to specifically target. Findings will be reflected in the co-produced an annual Engagement Plan outlined in section 3.4.8.
- 3.7.9 Where the service user's first language is not English and they have difficulties comprehending English, the Supplier will be expected to use an accredited interpretation service to facilitate access.
- 3.7.10 The Supplier shall continuously review (through reporting but also via service users' feedback) where services are being delivered and the days/hours of operation to ensure that access to services is optimised at the appropriate locations and times. Any findings shall be discussed with the Customer.
- 3.7.11 The Customer will analyse management information and the Supplier's delivery plans to assure themselves that the service is being provided equitably across the county.

Partnerships and Network Development

- 3.8.1 Legislation, guidance, policy, and local strategies dictate that collaboration, partnership and multi-agency working shall be at the centre of effective generic support provision for people to maintain their independence and improve their general health and wellbeing. The Lincolnshire Wellbeing Service (WBS) Supplier shall embed the values of partnership working within service design and delivery.
- 3.8.2 The Supplier shall act as a strategic partner to the Customer, planning for and evidencing strong partnership working across the county to ensure that the service is delivered using all appropriate means. This will be evident in the Supplier's service delivery, feedback from assurance activities and through analysis of referrals and service outcomes. This will be done during contract management meetings and by providing evidence of linked-in organisations and partners.
- 3.8.3 The Supplier shall:

- Demonstrate clear referral pathways into appropriate local services, including but not limited to Stop Smoking, Specialist Mental Health, Sexual Health Services, and other Public Health commissioned services.
- Be involved in the Lincolnshire Health and Care initiative from both a strategic and operational point of view, ensuring that the service contributes towards the aims and objectives of the initiative.
- Be fully involved in the development and design of a new model for health and care in Lincolnshire, Community and Primary Partnerships, specifically regarding Neighbourhood Teams and links with the ongoing development of NHS plans.
- Work with suitable vulnerable populations to prepare and co-ordinate a holistic Support Plan based on their assessment of need and, where possible, service user choice.
- Work in collaboration with the district councils of Lincolnshire to increase the breadth of access to key services.
- Have staff with Public Health knowledge and awareness; as a minimum it is expected that all staff will be Make Every Contact Count (MECC) trained and have a firm understanding of key Public Health campaigns.

3.8.4 As a strategic partner, the Supplier will be required to develop strong and effective working relationships with the following organisations and service suppliers, developing some of those that are not currently trusted referrers to become one where feasible:

3.8.4.1 **Adult Care**

The Customer's Adult Care service will be a key referral partner into the WBS with it having a main aim of adult care avoidance. The Occupational Therapy (OT) service is linked to the delivery of small aids and minor alterations, the Lincolnshire Community Equipment Service (LCES), and Disabled Facilities Grants (DFGs). Both community and hospital based Social Work teams are expected to be key referral partners direct to the WBS Supplier.

The Supplier is expected to make referrals to Adult Care if they feel a service user may have care and support needs not picked up by contact with the CSC or if there is a deterioration in the service user's condition or an increased need whilst being supported by the WBS.

3.8.4.2 **Citizens Advice**

Citizens Advice Lincolnshire is grant-aided to distribute funding between the branches in Lincolnshire to deliver debt advice and budget management services. In addition, Citizens Advice is a key member of the Lincolnshire Financial Inclusion Partnership (FIP), and Citizens Advice South Lincolnshire delivers an energy advice service. The Supplier will help ensure that financial wellbeing support is delivered through Citizens Advice but support them and help manage demand by dealing with low-level budget management issues, supporting income maximisation, and reducing expenditure as part of a broader Support Plan.

3.8.4.3 **District Councils**

District councils are designated housing authorities and energy conservation authorities and are also responsible for environmental health services. This includes statutory duties such as the administration of DFGs, homelessness prevention and the provision of temporary accommodation. The Supplier is expected to maintain a close relationship with teams across the district councils and shared officers working with the district councils and the Customer (e.g., the Lincolnshire Health and Accessible Homes (Housing) Lead and the Lincolnshire Housing [Homelessness] Partnerships Manager).

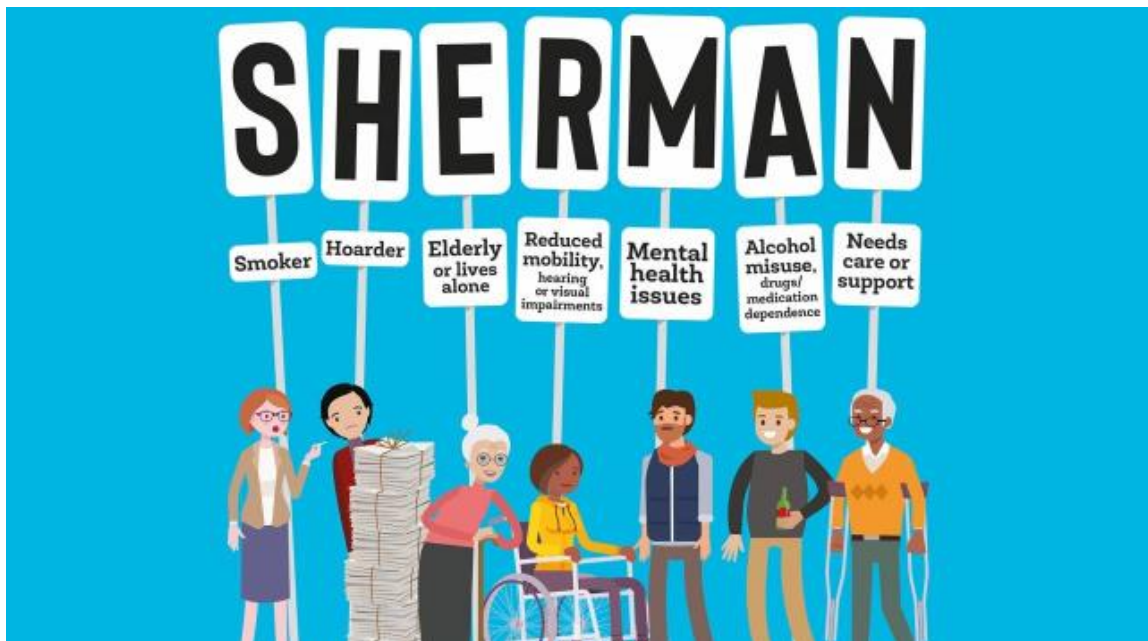
3.8.4.4 **Lincolnshire Community Equipment Service (LCES)**

The WBS will be a Trusted Assessor for certain items of equipment that can be delivered through the LCES.

3.8.4.5 **Lincolnshire Fire and Rescue Service**

The Supplier shall support Lincolnshire Fire and Rescue with the promotion of its SHERMAN campaign to help identify clients needing a Fire Safety Check and refer in. These are:

- Smokers
- People who Hoard
- Elderly people and people living alone.
- People with Reduced mobility, hearing loss or visual impairments
- Mental Health issues
- Alcohol misuse, drugs, or medication dependence.
- Needs care or support.



Lincolnshire Fire and Rescue is working with the Customer Intelligence Team to identify and visit vulnerable households in the county. These households and people

receiving a Fire Safety Check may be deemed eligible for the WBS and referred direct following a strength-based conversation.

3.8.4.6 ***NHS Lincolnshire Integrated Care Board;*** including Mental Health and Therapy services (e.g., NHS Talking Therapies (Steps to Change).

3.8.4.7 ***One You Lincolnshire*** (the Integrated Lifestyle Service (ILS))

The WBS covers general health and wellbeing and is not intended to be a health improvement service. Where service users would benefit from the ILS alongside generic support, they shall be referred to One You Lincolnshire. One You Lincolnshire covers:

- Physical activity
- Smoking cessation
- Strength and balance
- Weight management

3.8.4.8 ***Social Prescribing Link Workers and Social Prescribing Mental Health Link Workers***

These services are commissioned by the NHS Lincolnshire Integrated Care Board (ICB) and the WBS Supplier will need to maintain a close working relationship with the current and future supplier(s). The ICB is in the process of reviewing the model for social prescribing and establishing a route for future procurement. The Supplier will be familiar with the support Social Prescribers offer and refer in when required.

3.8.4.9 ***United Lincolnshire Hospitals NHS Trust (ULHT)***

It is anticipated that generic support will be delivered as part of a planned discharge process and after a service user returns home, rather than at the point a patient arrives home immediately following discharge. The Customer recognises that on rare occasions, there may be an urgent need for support to resolve a specific issue (e.g., to avoid an admission to hospital or ensure a discharge can take place when planned) and this is included as a potential service development in Section 4.4.

3.8.5 Existing trusted referrers where the relationship has been established with the current WBS supplier need to be maintained are:

- Adult Care; and
- Lincolnshire Fire and Rescue Service subject to personnel being trained and equipped to have a strength-based approach.

3.8.6 Where mentioned above, the Supplier will work with those other organisations or services to develop them as trusted referrers. Trusted referrers will be trained to have a strength-based conversation with potential service users and screen for eligibility and refer direct into the WBS via Mosaic if eligible. Until such time as the Supplier is assured this is happening, the above partners should continue to direct referrals through the CSC or via supported self-referral pathways.

3.8.7 There are also initiatives that the Supplier, the above trusted referrers, and the Customer will work together on, including:

- Good Home Lincs, the online information and advice hub for the Lincolnshire Good Home Alliance.
- Hoarding Protocol and Self-Neglect Protocol and associated support services.

The WBS Supplier will contribute to the design and delivery (insofar as delivery is within the scope of the WBS) and support the evaluation and review of such multi-agency initiatives.

3.8.8 In addition to the partners above, the Supplier shall work with a wide range of services and agencies that support and may identify people requiring the WBS. The Supplier shall signpost to, and work with, appropriate mainstream health, wellbeing, and lifestyle services, including but not limited to:

- Children's Social Care services: the Supplier is expected to make referrals through Lincolnshire County Council's CSC if they feel a child looked after by one of their service users may have care and support needs.
- Customer commissioned services (e.g., Domestic Abuse Support Service (DASS))
- Dementia Family Support Service
- Department of Work and Pensions (DWP) and Job Centre Plus
- Housing providers, in addition to district councils that own council housing, and including housing related support providers.
- Lincolnshire Care Association (LinCA)
- Lincolnshire Carers Service
- Lincolnshire Community Health Service (LCHS)
- Lincolnshire Partnership Foundation Trust (LPFT)
- Lincolnshire Police and the Police and Crime Commissioner (PCC)
- Money and Pensions Service (MAPS)
- Neighbourhood Teams
- Primary Care Networks (PCNs) and General Practices (GPs)
- Telecare service providers
- Sexual health and sexual violence services including Spring Lodge, SARC (Sexual Assault Referral Centre).
- Shine Lincolnshire
- Substance Misuse Services
- National Probation Service (NPS) and (CRC)
- Housing Related Support Services and Housing providers
- Other providers of domestic abuse services
- Voluntary, Community and Social Enterprise (VCSE) organisations

3.8.9 There will be a continual focus on operational effectiveness and developing the WBS to support issues of greatest importance to people's health and wellbeing and maintaining independence. The WBS will convene and administer a bi-monthly WBS Operational Effectiveness and Delivery Meeting to come together with the Customer, district councils, and trusted referrers.

3.8.10 The Supplier will participate in any Provider Forum established by the Customer's for its key commissioned health and wellbeing service providers.

3.8.11 The WBS will be an integral part of the Lincolnshire Good Home Alliance and the Lincolnshire Financial Inclusion Partnership (LFIP). The Supplier will, therefore, be expected to be an active participant in, but not limited to, the following partnership networks:

- Carers Partnership
- Greater Lincolnshire Energy Efficiency Network
- Home First Partnership
- Lincolnshire Financial Inclusion Partnership Steering Group
- Lincolnshire Healthy and Accessible Homes Group

3.8.12 The Supplier will support the Customer's Public Health Officer with the administration of the Lincolnshire Quality of Life Network. This is an established forum for a wide range of organisations and services to come together to progress three of the four core aims of the WBS that they all have as a common purpose:

- To promote adults' ability to live fulfilling, active and independent lives.
- Improve or prevent the deterioration of individuals' health, wellbeing, and overall quality of life.
- Enhance independence at home, improve individuals' ability to self-care and access appropriate supporting structures and community resources.

Meetings are quarterly and the anticipated support with administration involves joint agenda setting and sourcing speakers.

Workforce and Service Management

3.9.1 The Supplier shall demonstrate effective leadership through evidence of a performance culture that motivates their staff to deliver safe, high quality and person-centred support to service users.

3.9.2 The Supplier shall ensure that staffing levels are sufficient to meet demand whilst achieving service requirements effectively and meeting delivery timescales. The Supplier shall manage staff flexibly to meet fluctuations in demand across the county and be responsive to individual service user's needs.

3.9.3 The Supplier shall ensure an appropriately qualified, experienced, and skilled workforce that are vetted through enhanced Disclosure & Barring Service (DBS) checks to facilitate safe and effective delivery of the service.

3.9.4 The Supplier shall ensure all staff have clearly defined job descriptions outlining roles, responsibilities, and minimum training expectations.

3.9.5 The Supplier shall be responsible for the workforce development of their own staff and have procedures in place to notify the Customer of any changes in the workforce that

may affect their ability to deliver the services being commissioned. Some training courses may be available to the Supplier's staff free of charge from the Customer. This may be through an e-learning platform or face to face.

3.9.6 The Supplier shall ensure all staff have the skills, experience, and supervision structures to support service users and meet all the service requirements effectively. This will include, but not be limited to;

- Risk identification, risk assessment and risk management
- Safeguarding (adults and children)
- The Oliver McGowan Mandatory Training on Learning Disability and Autism (Tier1)
- Strength-based approaches
- The Care Act (2014)
- Benefits and debt advice
- Mental Capacity Act
- Information Governance
- Health and safety
- Equality and diversity
- Mosaic
- Suicide awareness
- Disability awareness
- Domestic abuse awareness
- Disabled Living Foundation's L3 Trusted Assessor: Assessing for Minor Adaptations training or equivalent
- Disabled Living Foundation L2 Trusted Installer training or equivalent course
- LCES Training (via LCES Supplier)

3.9.7 The Supplier shall ensure all staff attending homes as part of the Telecare Response Service are sufficiently vetted, trained, and equipped to assess and assist non-injury and minor injury falls victims back to their feet, and offer emergency personal care to ensure the individual is left in a safe, resettled environment and condition.

3.9.8 The Supplier shall be accountable for all aspects of the provision of the Service including quality and governance. The Supplier will monitor referrals, caseloads and current and projected service throughput and give the Customer early warning of any potential capacity problems.

3.9.9 The Supplier shall have a strategy in place to ensure staff vacancies are kept to a minimum through effective workforce planning including: safer recruitment and selection processes, opportunities for professional career progression and consistent management and development practices to enhance staff retention.

3.9.10 The Supplier will ensure that regular staff supervision and appraisal are an essential part of staff development, quality improvement, staff support and reflective practice. The Supplier will seek to include feedback from people who use the Service in reviewing staff performance and identifying staff development needs.

Case Management System

- 3.10.1 The Customer uses a workflow and case management system called Mosaic across their services. Mosaic ensures a single source of accurate data in relation to people supported by the Customer. The aim is to enable effective multi-agency joint working, quality assurance and reporting for commissioning intelligence, performance, health protection and senior stakeholder accountability.
- 3.10.2 The Supplier shall fully utilise the Customer's workflow and case management system for all individuals to whom it provides a service.
- 3.10.3 The Supplier shall use the Customer's case management system, Mosaic, to:
- Keep an accurate record and maintain records of existing service users (new referrals will be added to by the CSC or Trusted Assessors, with the exception of referrals for Telecare Response).
 - Accurately record identified service user outcomes and self-identified scores.
 - Update all relevant aspects of service user records, including outcomes, relationships, and on exit from the Service.
 - Appropriately manage records in line with all legal obligations and best practice.
 - Supply the Customer with information to determine and demonstrate effective service provision.
 - Record and upload key documents in relation to statutory duties.
 - Record case notes for all contacts/discussions with service users and other professionals linked to the case.
 - Fulfil any other relevant functions as required by the Customer, in agreement with the Supplier.
- 3.10.4 The Supplier shall ensure that records are maintained in an accurate and timely manner. The Supplier shall record all service user data on Mosaic and shall always keep such records up to date, inputting any new data, changes in service user information onto Mosaic within 24 hours of receipt.
- 3.10.5 The Supplier shall use the guidance of the [Mosaic Hub](#) and the [Adult Care Procedures, Practice Guidance and Tools Resource](#), and other updates as issued by the LCC Mosaic Team and Practice Leads.
- 3.10.6 As a strategic partner, the Supplier may also be asked to contribute to the development of guidance, and help inform ongoing development or re-design of Mosaic work steps, forms, workflow etc.
- 3.10.7 The Supplier shall adhere to General Data Processing Regulations in the processing and utilisation of all data in relation to Carers supported by the Service, protecting their privacy and ensuring accuracy.

- 3.10.8 The Supplier shall be supported by the Customer's Mosaic Team to familiarise and train new staff in using Mosaic, and to provide on-going advice and support as required to meet professional standards of data recording.
- 3.10.9 The Supplier shall be expected to develop and maintain expertise in Mosaic, becoming a Third-Party Super User in order to provide on-going training and support internally to the staff of the Supplier.
- 3.10.10 The Supplier shall take all reasonable steps to maintain excellent standards of accurate and up to date record keeping, ensuring that they monitor quality as defined in the Carers Quality Practice Standards.
- 3.10.11 The Supplier shall support periodic and reasonable exercises of data cleansing in agreement with the Customer, to maintain accurate, up to date service user records.
- 3.10.12 The Customer will provide an appropriate number of licences to enable the Supplier to access Mosaic. Volunteers will not be able to access Mosaic.
- 3.10.13 The Supplier may also run their own case management system to hold the information not supported by Mosaic.

Management of Service Demand

- 3.11.1 The target number of individuals supported for each element of service annually within the annual service contract value (block payment) is set out in the tables 1-3 below. This represents the Customers minimum expectations for volumes of service to be delivered. The breakdown of the individual service elements set out below in Table 2 is provided for information only and is not guaranteed. The anticipated Service Elements volumes for Year 1 in Table 2 are based upon a combination of historical demand and anticipated future forecast as a result of the changes made to the service model. The percentage breakdown is based solely on historical information i.e.: assuming that all the referrals will receive an assessment, of these referrals 83% will then go on to receive generic support and 11% small Aids and Alterations.

Table 1 - Core Volume Referral Estimates

	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Referrals	9727	9873	10021	10171	10324

Table 2 – Service Elements Demand Assumptions

Service Element	Service Element Unit	Service Elements Volumes Year 1 (October 2024 – September 2025)	Service Element based upon historic percentage breakdown
Assessment	1 Assessment	9727	100%
General Support	1 person receiving generic support	8073	83%
Small Aids/Adaptations	1 installation	1070	11%

Table 3 – Telecare Response Service Demand Assumptions

Telecare Response Service Element	Service Elements Volumes Year 1 (October 2024 – September 2025)
Number of staff employed to deliver the service	20
Number of individuals supported. (Service User contributions in first year assumed to be £2.77 per Service User, per week)	1300
Number of callouts	2600

- 3.11.2 Volumes are calculated by the Customers at the time of model development. The Supplier will work with the Customer, including providing open book accounting, to frequently review whether the volumes outlined above are achievable within the contract value. This may result in either increases or decreases in the volume expectations.
- 3.11.3 In the event that service demand and the number of service interventions required exceeds the target to be provided annually within the annual service contract value (block rate) the Supplier will work with the customer to initiate one or both of the following:
- The Additional Volume Payment Unit Rate will be applied.
 - Review and amend service eligibility.
- 3.11.4 The Supplier shall not deliver any services in excess of target volumes without the Customer’s prior written approval. Such approval is at the Customer’s absolute discretion and is subject to affordability of the Customer.

- 3.11.5 The Additional Volume Unit Payments (submitted within the financial submission Document, Section 11b Pricing Schedule and set out at Document 4, Schedule 3, Annex 1) will form the basis of additional payments, to be agreed with the Customer, if additional demand for the service is required over and above the target as set out above in 3.11.1. In these circumstances, the number of Additional Volume Unit Payments in excess of the target shall be highlighted in the invoices submitted by the Supplier.
- 3.11.6 In the event that the Customer's representative confirms that Additional Volume Unit Payments are not affordable and cannot be funded, the Customer and Supplier shall work together to manage service demand. The initial threshold score in the eligibility criteria and the scoring of each of the outcome statements is a tool for managing demand. The Customer and the Supplier will work together to use service intelligence to alter the threshold accordingly to ensure that the service's finite resources are targeted at those most in need of support.
- 3.11.7 The Supplier should note that the Customer may either reduce or increase the threshold score to manage demand and ensure that the service is fully utilised (demand is equivalent to volume expectations set out in 3.11.1). Additionally, the Customer may choose to alter the scores of each of the outcome statements.
- 3.11.8 The Supplier will be responsible for monitoring demand and alerting the Customer of any demand pressures.
- 3.11.9 The Supplier can hold a waiting list but should ensure that service response times are still met, therefore, the waiting list is no longer than 14 calendar days.

Local Strategic Aims and Priorities

4.1 Legislative Requirements

- 4.1.1 The Lincolnshire WBS is a discretionary service; however, the Supplier shall ensure that support offered demonstrates awareness of and understanding of all current and future relevant legislation that relates to the operation of the Service.
- 4.1.2 Future flexibility in service provision may be required to respond to emerging legislation, national policy and resulting local strategies and any associated funding. The Customer reserves the right to utilise the Lincolnshire WBS to implement one or more of these initiatives.
- 4.1.3 The Supplier will comply with all relevant legislation, policy and guidance that relates to the delivery of the service. This includes but is not limited to:
- Health and Safety at Work Act 1974
 - Data Protection 2018

- Equality Act 2010
- Mental Health Act 1983
- Health and Social Care Act 2012
- Education Act 1996 and 2002
- Care Act 2014
- NHS and Community Care Act 1990
- Sexual Offences Act 2003
- Police and Justice Act 2006
- Mental Capacity Act 2005
- Directive 2012/29/EU of the European Parliament establishing minimum standards on the rights, support, and protection of victims of crime.
- Children Act 1989
- Children's Act 2004
- Children and Families Act 2014
- Crime and Disorder Act 1998
- Crime and Security Act 2010
- Domestic Violence, Crime and Victims Act 2004
- Domestic Abuse Act 2021
- Protection from Harassment Act 1997
- Family Law Act 1996
- Policing and Crime Act 2017

4.1.4 The Supplier shall deliver an evidence-based Service in line with current and future best practice guidance, national and local standards, as issued by the Home Office, NICE, other relevant advisory bodies, and the Customer.

4.2 Safeguarding

4.2.1 Safeguarding is crucial to prevent abuse and to reduce the risk of harm to adults, children and young people that may be at risk, while supporting them to maintain control over their lives. The Supplier shall have a clear Safeguarding Policy and procedure that all staff shall be made aware of, understand, and adhere to. This shall be reviewed at least annually and incorporate learning from safeguarding enquiries.

4.2.2 The Supplier's Safeguarding Policy shall include a named Safeguarding Lead who is well known within the organisation and has a defined role and responsibilities in relation to safeguarding adults and children. The Supplier shall have a clear staffing structure chart that shows lines of accountability relating to safeguarding.

4.2.3 Professional curiosity shall form an integral part of the Suppliers safeguarding practice and involve an exploration of underlying concerns, additional questioning, and reflective practice techniques.

4.2.4 The Supplier's Safeguarding Policy and procedures shall reflect the Care Act guidance and shall reflect the Lincolnshire Safeguarding Adults Board Multi Agency Policy and procedural guidance and be compliant with Section 11 of the Children's Act 2004.

4.3 Quality Assurance, Service Standards and Continuous Improvement

- 4.3.1 The Supplier shall have a clear, documented, and effective assurance processes in place, appropriate to the service provision set out above, and which can assess, monitor, and drive improvement in the quality of the service.
- 4.3.2 The Supplier is expected to put in place quality assurance measures to ensure that assessments are robust and that rationale for the provision of any small aids and/or minor alterations are appropriate for service users' requirements.
- 4.3.3 The Suppliers assurance processes shall involve people using the service, their families, carers, and advocate, where appropriate to do so.
- 4.3.4 The Supplier shall seek the views of other stakeholders as part of their assurance practice i.e., staff, visiting professionals, professional bodies, local user groups and other sector relevant bodies/groups.
- 4.3.5 The Supplier shall actively seek the views and experiences of people using the service who are unable or find it difficult to communicate due to disability, impairment, or sensory loss. Some people may need extra help to reflect upon and express their views and the Supplier shall support this in compliance with the Accessible Information Standard. In some cases, the person may be reliant on the Supplier observing and interpreting their experiences and reactions. The Supplier shall use communication tools and observational techniques to gather the views and experiences of these people.
- 4.3.6 The Supplier shall actively seek formal feedback through structured assurance mechanisms such as surveys and engagement activities. Formal feedback shall be sought from service users, and if appropriate their families, carers, or advocate. This should evaluate people's personal outcomes and experiences as well as satisfaction with operational factors. The Supplier shall routinely seek service experience outcomes as part of all planned exits from generic support interventions.
- 4.3.7 The Supplier shall also capture, monitor, and analyse Service Experience Outcomes from all service users upon service exit. This shall be measured by asking service users to reflect on their service experience and to what extent they agree with the following statements;
- "The Service listened to me, and I was treated with compassion and respect"*
- "The Service prioritised my outcomes and wellbeing"*
- "The Service provided me with the information and advice I needed and how to access support and community resources going forward if needed".*
- 4.3.8 As and when instructed by the Customer, the Supplier shall facilitate, and support people's completion of surveys specified by Lincolnshire County Council.

- 4.3.9 The Supplier shall evidence the findings resulting from all assurance processes and action taken as a result. The Supplier shall also take proportionate action without delay in response to any failure identified through their assurance processes.
- 4.3.10 The Supplier shall effectively communicate findings of people's feedback and action taken from assurance processes via agreed mechanisms. People who use the service are to be asked how and if they do want to receive feedback, where appropriate. Additionally, the findings of feedback will be communicated via public campaigns. This can be done without direct communication with the people who use the service if deemed not appropriate to speak with them directly.
- 4.3.11 The Supplier shall regularly review and amend their assurance processes in response to the changing needs of people who use the service, the introduction of new national guidance and best practice, recognising that expectations and standards change overtime as new practices are introduced.
- 4.3.12 The Supplier's assurance processes shall be supported by effective governance arrangements that ensure people with the correct skills, competencies and levels of responsibility are identifying trends, areas of risk and driving continuous improvement within the service.
- 4.3.13 The Supplier shall demonstrate continuous learning from their assurance processes, reviews, inspections, safeguarding enquiries, and similar assurance activity. Assurance activity, like that exemplified, should directly influence the organisation's policy, procedures, and training.
- 4.3.14 The Supplier's assurance activities shall span all service elements (Digital Offer, Assessment, Generic Support, Small aids and minor alterations and Telecare Response) and shall include;
- surveys, workshops, and forums
 - reflective practice
 - case discussion in supervision
 - the appropriate application of audits
- 4.3.15 Include regular audits that identify where safety, effectiveness and experience of the service may be compromised; these audits (where applicable) shall include but are not limited to:
- Caseloads and service timescales
 - Supervision and appraisal
 - Safeguarding
 - Accident and injury reporting
 - Premises
- 4.3.16 The Supplier shall be wholly responsible for ensuring any subcontracted work is carried out to the same standard as set out in this specification and must work with subcontracted suppliers to ensure they have all relevant accreditations, working practices, policies, and procedures in order to satisfy the same level of quality.

4.3.17 The Supplier shall work with the Customer to review, develop, or amend performance and quality measures as the service evolves over the lifetime of the contract, ensuring it remains fit for purpose in line with any changes in the needs of service users or introduction of national guidance, best practice, legislation, and policy.

4.3.18 The Supplier shall comply with requests to conduct investigations/supply information which arise out of the Customer receiving any complaints/communications of concern.

4.3.19 The Customer reserves the right to visit the Supplier and contact service users direct to monitor compliance against this service specification at any reasonable time without giving notice.

4.3.20 The Supplier will provide access to data or provide reports requested by the Customer outside of the performance schedule and contract management meetings as necessary and in a timely manner, as agreed between the Supplier and Customer. Findings from the Suppliers assurance processes and the action taken as a result are documented. Information on assurance activity, findings and action taken shall be made available to the Customer upon request.

4.3.21 Where relevant, the Supplier shall also seek and act on the views of external bodies who may provide best practice guidance relevant to the service provided.

4.3.22 The Supplier shall have appropriate policies, strategies, and protocols in place to deliver a safe and effective service, as a minimum these shall include:

- Safeguarding: children and adults
- Equality and Diversity
- Health and Safety including lone working
- Business Continuity
- Human Resources
- Whistleblowing
- Complaints and Compliments
- Records management including Information governance
- UK General Data Protection Regulations (UK GDPR)
- Confidentiality
- Consent, including Mental Capacity Act 2005
- National Health Service Accessible Information Standard

4.3.23 The Customer may scrutinise all Supplier policies and procedures as part of contract management activities.

4.3.24 Confidentiality and safety of staff and service users is of paramount importance. The Customer expects the Supplier to ensure that confidentiality can be maintained while also recognising the need on occasion, to share information in the interests of service users, and to ensure that guidelines on dealing with young people under 18 and vulnerable adults are met.

4.3.25 A written confidentiality policy should be prominently displayed and made available to service users in all service settings. The policy needs to clearly state the circumstances in which other agencies may need to be informed. Staff should be able to demonstrate an understanding of the policy and process and be able to communicate this to service users.

4.3.26 The collection, storage, and transfer of information to other services, including that in electronic format shall be secure and comply with the most up-to-date data protection and information governance requirements.

Service Development

4.4.1 The WBS is not a statutory service; however, it is influenced by legislation and national policy landscape such as the Care Act 2014. The Supplier shall work with the Customer to develop and improve the service in accordance with need, policy, legislation, or budget change. The Service must be flexible in its approach and develop as new guidance is published. Any changes to the service delivery model will be discussed and agreed with the Customer and be in line with the latest research findings.

4.4.2 The Customer expects the service provision to be developed throughout the life of the service. Service improvement and innovation shall be discussed at meetings with the Customer where the Supplier will provide the Customer with any information/data that the Customer feels necessary for this purpose. The Customer reserves the right to decide on the frequency of such meetings.

4.4.3 The Customer reserves the right to adapt and/or develop the service over the duration of the Contract, in consultation with the Supplier, in response to reasonably foreseeable changes and developments in legislation and policy, technology, evidence of best practice and funding opportunities. Anticipated changes that are likely to impact upon future service delivery contract include but not limited to:

- Changes in assistive and digital technology that may alter call out reasons of the Telecare Response Service;
- Changes to the social prescribing model currently being developed by the Integrated Care Board.
- Future development of the Good Home Hub for Lincolnshire.
- Changes in pathways resulting from the development or review of working arrangements such as prison release protocol, hospital discharge protocol, hoarding protocol, or self-neglect protocol.
- Increases to the remit of small aids and minor alterations, for example, because of advances in technology, increases in the Trusted Assessor role or to support future Fire and Rescue Service initiatives and/or to include minor repairs and small, practical jobs.
- Changes to the health and care system which is undergoing transformation at the time of writing.

- 4.4.4 The Customer may seek to develop an exceptional pathway for Adult Care and United Lincolnshire NHS Hospitals Trust (ULHT) to enable designated staff to make a referral to the Supplier without recourse to the Customer Service Centre (CSC) as trusted referral partners. The Customer recognises that in some limited cases an urgent response to a specific issue may be required, where social work teams in these two trusted referrers may need to make direct telephone contact with the Supplier to request a response to a specific identified issue that is within the remit and competence of the WBS to resolve. E.g., a social worker or hospital discharge team may have a service user whose planned discharge out of hospital will be delayed or who is at imminent risk of escalation into residential care if their home environment is not suitable to send them home to. This will be explored through the Supplier's involvement in developing the hospital discharge protocol following mobilisation of the WBS.
- 4.4.5 The scope of intervention in this exceptional pathway is expected to be limited to small jobs and minor alterations (such as arranging a repair to heating, clearing a room, fitting handrails (to stairs or along walls), or securing the service user's property by changing a lock) through a specialist contractor or the WBS small aid and minor alterations service component. Workflows and practical arrangements, including monitoring of this pathway and urgent actions being followed up by an assessment and generic support in line with usual timescales outlined in section 3.3.2, will all require development.
- 4.4.6 The Customer is planning to review the range of response services provided in response to people who fall at their home across statutory and non-statutory services. The goal of any review will be to collaboratively agree any changes, including improvement to the interoperability of those services, including the Telecare Response Service provided by the WBS.

Appendix A: Definitions

In this service specification the following words and expressions shall have the following meanings:

Word or Expression	Meaning
Actual Price	The actual cost incurred by the Provider associated with the delivery of the Wellbeing Services.
Adult Care Procedures, Practice Guidance and Tools Resource	These procedures, practice guidance and tools should be used as required by practitioners across all adult care teams and services in Lincolnshire. The information included will: <ul style="list-style-type: none"> - Guide and inform practice; - Provide information about local policy and procedures for social workers, occupational therapists and other social care practitioners in Lincolnshire; and - Keep practitioners up to date with local and national developments in adult care.
ASCOF (Adult Social Care Outcomes Framework)	The Adult Social Care Outcomes Framework measures how well care and support services achieve the outcomes that matter most to people.
Care Act 2014	Statutory legislation- The Care Act 2014 places a 'prevention duty' on local authorities which requires them to help to improve people's independence and wellbeing.
Charging Policy	The document that set outs the contribution which the Service User is charged for subscribing to the Telecare Response Service
Commissioner	A person or organisation that plans the services that are needed by the people who live in the area the organisation covers and ensures that services are available.
Complex Needs	Individuals with a learning and/or physical disability, substance misuse or dependency (drugs, and/or alcohol), and/or mental ill health.
CSC (Customer Service Centre)	Delivers advice and information on Council services and forwards Service requests where necessary. Operated for and on behalf of the Council (currently by Serco.)
CQC	The Care Quality Commission is the independent regulator of health and adult care in England.
Customer/Council/Commissioner	Lincolnshire County Council, the commissioner of the Service, also known as the Customer.
Digital Inclusion	The ability of a person to be able to use digital services (such as computers, smart phones or the internet), as well as

	having access to the internet through broadband, wi-fi and mobile. Digitally inclusive services need to be designed to meet all users' needs, including those dependent on technology to access digital services.
Eligibility Criteria	The initial check performed by the CSC, or trusted referrer, to check if an individual meets the threshold to be eligible to be assessed for support from the Wellbeing Service. This is done upon the individual or referrer making contact with the CSC prior to the referral being passed to the Supplier.
Front Door	The main point of access to the Service. In Lincolnshire, this is a virtual 'front door', provided by the Customer Service Centre.
Lincolnshire	The administrative area of the Council.
Lincolnshire NHS ICB (Integrated Care Board)	Lincolnshire NHS Integrated Care Board is part of the 'Better Lives Lincolnshire' alliance, which is the name used to describe Lincolnshire's Integrated Care System.
ICS (Integrated Care System)	Lincolnshire's Integrated Care System is a statutory partnership of organisations that work together to plan and deliver joined up health and care services which improve the lives of people who live and work in the area they serve.
Initial Triage	A process of assessing service referrals to determine their completeness, eligibility for support and identification of any high-risk indicators.
JHWS (Joint Health and Wellbeing Strategy)	The JHWS examines how services related to wider health determinants (e.g., housing, education, and lifestyle) could be more closely integrated with health and social care services. The responsibility for compiling the JHWS is with the Health and Wellbeing Board.
JSNA (Joint Strategic Needs Assessment)	The JSNA is an assessment of the current and future health and social care needs of the local community. Wide varieties of needs are assessed and could be met by the Council, ICB or NHS England. The responsibility for conducting the JSNA rests with Councils and ICB through the Health and Wellbeing Board (HWB).
Lincolnshire Community Equipment Service (LCES)	LCES is a service, commissioned jointly by LCC and the Lincolnshire NHS Integrated Care Board (ICB), which loans equipment to Lincolnshire residents of all ages who have long term conditions and/or disabilities. This equipment supports independent living, helps support discharge from and reduce avoidable or early admissions to hospital, and allows people to have their health and care needs met in their own home.
MECC	An approach to behaviour change that uses day to day interactions that organisations and individuals have with other people to support them in making positive changes to their physical and mental health and wellbeing. MECC

	enables the opportunistic delivery of consistent and concise healthy lifestyle information and enables individuals to engage in conversations about their health at scale across organisations and populations.
Mosaic	The Council's case management IT system for Adult Care and Children's Services. Support can be found by using the Mosaic Hub .
Motivational Interviewing	"Motivational Interviewing is a collaborative, goal-oriented style of communication with particular attention to the language of change. It is designed to strengthen personal motivation for and commitment to a specific goal by eliciting and exploring the person's own reasons for change within an atmosphere of acceptance and compassion." <i>(Miller & Rollnick, 2013, p. 29)</i>
Neighbourhood Working	'Neighbourhood working' has been developed to provide a collaborative approach to delivering local services and joined up support for people locally. This includes involvement from health (NHS, GPs), social care, voluntary organisations and charities. This ensures everyone will work together to find solutions to health and wellbeing challenges in Lincolnshire. Neighbourhood working is about working together with each individual person, to identify who and what matters to them, and recognising in partnership what could be done to help keep local people safe, well and happy in their own homes.
Outcome	An aim or objective a person would like to achieve– for example, maintaining their home environment or learning home management and life skills. The adult should be able to say which outcomes are the most important to them and receive support as necessary to achieve them.
Person-centred	This approach considers the individual's needs, preferences, and strengths. It is personalised to the individual and affords them dignity, compassion, and respect.
PHOF - Public Health Outcomes Framework	The PHOF: Healthy Lives, Healthy People, Improving Outcomes and Supporting Transparency sets out a vision for public health, desired outcomes and the indicators that will help understand how well public health is being improved and protected. This data tool represents data for the indicators in the framework for the most recent period available and accompanying trend data where possible. Inequalities data are provided where these are available.
Quality Assurance	A process to measure whether the Service is meeting the required quality standards.

Referral	A request for an assessment of a person's requirements for support. A referral to the WBS may be made by an organisation or a self-referral.
Safeguarding (Adults)	The Care Act statutory guidance defines adult safeguarding as: <i>Protecting an adult's right to live in safety, free from abuse and neglect. It is about people and organisations working together to prevent and stop both the risks and experience of abuse or neglect, while at the same time making sure that the adult's wellbeing is promoted including, where appropriate, having regard to their views, wishes, feelings and beliefs in deciding on any action. This must recognise that adults sometimes have complex interpersonal relationships and may be ambivalent, unclear or unrealistic about their personal circumstances.</i>
Self-care	The principle of self-care is to empower people with the confidence and information to look after themselves when they can and visit the GP when they need to. This gives people greater control of their own health and encourages healthy behaviours that help prevent ill health in the long-term. In many cases people can take care of their minor ailments, reducing the number of GP consultations and enabling GPs to focus on caring for higher risk patients, such as those with comorbidities, the very young and elderly, managing long-term conditions and providing new services.
Self-management	Self-management is about an individual taking care of themselves, but not doing it alone. Usually they are given informed choices, from a health or social care professional, about services and support to give an individual skills, information and knowledge which enables the individual to take personal responsibility to modify and change behaviour.
SEND (Special Educational Needs and Disability)	A person has Special Educational Needs and Disabilities if they have a learning difficulty and/or a disability that means they need special health and education support.
Service	The Wellbeing Service or WBS as defined within this service specification.
Service User	The individual requiring support from the WBS.
Signposting	Providing details of, or links to information and services that could be of use to the person.
Social Prescribing	Social prescribing is an approach that connects people to activities, groups, and services in their community to meet the practical, social and emotional needs that affect their health and wellbeing. Social prescribing is an all-age, whole population approach that works particularly well for people who:

	<ul style="list-style-type: none"> - have one or more long term conditions - who need support with low level mental health issues - who are lonely or isolated - who have complex social needs which affect their wellbeing.
Strengths-based approach	A collaborative approach to Service provision which sets outcomes and is about enabling people to find the best solutions for themselves, to support them in making independent decisions about how they live and facilitating creative and tailored solutions.
Supplier	The organisation delivering the WBS Service.
Support Plan	Sets out how the individual's outcomes will be met. It should be clear to the individual what the help and support will be, and who will do what, by when. A copy is given to the individual and used at review to check whether the Support Plan met its objectives.
TEC (Technology Enabled Care)	Technology enabled care services refers to the use of telehealth, telecare, telemedicine, tele-coaching and self-care in providing care for patients with long term conditions that is convenient, accessible and cost-effective. These solutions can transform the way people engage in and control their own healthcare, empowering them to manage their care in a way that is right for them.
Total Price	The cost bid by the Provider at tender stage for the delivery of the Wellbeing Services.
Trusted Assessor	A Trusted Assessor is an individual who, when trained and competent to the levels described within the training matrix, will be able to assess an individual's needs (both home and person) and prescribe a simple solution of support or a basic piece of equipment to meet the needs of that individual.
Trusted Referrer	A referrer who is based within a health and social care setting where a referral pathway has been established.
Voluntary Organisations	Charitable non-profit organisations that are independent of the Government and local Councils and usually provide services to benefit individuals.
Wellbeing	A complex combination of a person's physical, mental, emotional, and social health factors. Wellbeing is strongly linked to happiness, life satisfaction and can be described as how you feel about yourself and your life.

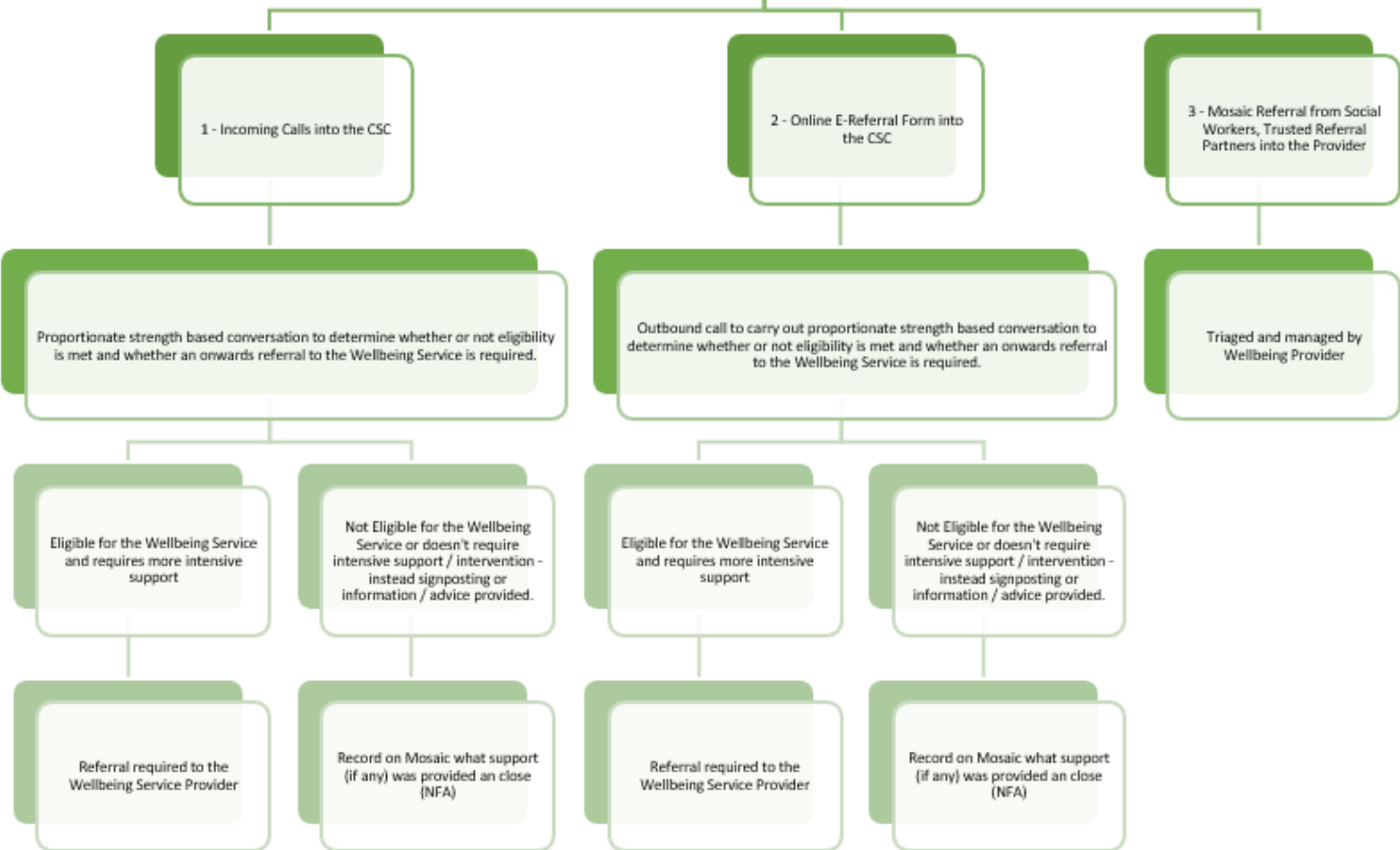
Appendix B: Response Reasons

The following response reasons are in scope for the Telecare Response Service:

- No response alerts
- Non-injury falls
- Support whilst ambulance/emergency responders attending
- Distress/Reassurance
- Urgent basic environmental issues (support to resolve lighting and heating issues)

Response reasons will be kept under regular review and will be informed by Supplier intelligence and service user feedback.

Appendix C: Wellbeing Service Referral Pathways



Appendix D : Clarification Log

No.	Date received	Subject area	Question / Comment / Clarification	Answer / Response
1	06/03/2024	Subcontractors	Is there a list of sub-contractors and contact details of those already working in the area?	No, there is not a list of subcontractors already working in the area. The Subcontractor Register is simply a mechanism for any organisation to express an interest in being a subcontractor, and by doing so agreeing for their details to be shared, and to be contacted directly by other prospective bidders regarding any joint bidding opportunities.
2	07/03/2024	ITT Documents	Can you confirm which document has been amended, or what the amendment is please?	There were no documents amended. There was an updated Subcontractors Register uploaded onto the Procontract portal on 06/03/2024.
3	11/03/2024	Current Contract	Are we able to know who the incumbent provider is, if there is any?	Please see Document 1 Section 1 – Information for Bidders. Page 3 Paragraph 2.6. “Currently services are being delivered by East Lindsey District Council. This contract comes to an end on 30 September 2024.” Please also note the TUPE information at Document 6.
4	20/03/2024	Aids and Adaptations	Page 43. Is 11% reflective of how many installations were completed or how many people identified as would benefit from SADLs? If the latter, what is the conversion rate from needs identified to installation?	The data represents the proportion of individuals who may access SADLs following an assessment based on historical volumes. I.e. Of all those having an assessment, 11% would access a SADLs intervention also. For the avoidance of doubt this identified those who have accessed SADLs rather than identification of need.
5	20/03/2024	Aids and Adaptations	Page 43. Is 1070 the number of households in which installations are made, or the number of individual items installed (with some households receiving multiple installations)?	This is the projected number of households that may require small aids and/or minor alterations, not individual items / jobs.

6	20/03/2024	Aids and Adaptations	Is there a preferred supplier for SADLS at present?	No.
7	20/03/2024	Aids and Adaptations	What are the most common pieces of equipment installed?	Grab rails and handles, bed rails, toilet frames and bathing aids.
8	20/03/2024	Aids and Adaptations	Please confirm existing SADL vehicles will be transferred to the incoming provider as part of the new contract	The service does not own the vehicles so they would not transfer.
9	20/03/2024	CRM System	3.10.13 What information can not be currently held on Mosaic?	Telecare Response Service information is not currently held on Mosaic. During mobilisation the Customer will work with the successful Supplier to develop the service workflow in line with the specification.
10	20/03/2024	CRM System	Does Mosaic integrate with payment/accounting software to support the purchase of SADLs? If not what system is currently utilised?	No. The successful Supplier would use own system to manage customer payments.
11	20/03/2024	Gain Share	With reference to the definition of Gain Share Amount in paragraph 1.1 of Schedule 3 of the Contract, there is reference to a defined term: "Supplier's Profit Margin", but no definition found. Can you please confirm what the definition of "Supplier's Profit Margin" is for the purposes of the contract?	The Profit Margin is defined within paragraph 1.1 of Schedule 3 as follows: Profit Margin - The margin expressed as a percentage identified as such in the Financial Model
12	20/03/2024	Generic Support Work	What is the current average GSW-contact time for a Generic Support case? What is the current average duration of support under the Generic Support Work function?	The current measure is that generic support commences within 10 days of assessment. The duration of time spent with each Service User per visit is not monitored, although the overall average of support time is between two to three weeks.
13	20/03/2024	Implementation	How many live cases are expected to be transferred by each district?	This will be managed during the mobilisation period with the successful Supplier. It is not possible to predict the volume currently, the management and transfer of live cases is anticipated to be a key aspect of mobilisation planning and detailed in responses according.
14	20/03/2024	Payment Terms	Please confirm that the payment terms are in advance?	Payment terms are monthly in arrears.

15	20/03/2024	Telecare Response	How will existing Telecare Response Clients be transferred to the successful supplier?	This will be managed during the mobilisation period. The successful Supplier shall engage with relevant Telecare Providers during this period to manage this process.
16	20/03/2024	Telecare Response	How many telecare providers currently operate across Lincolnshire?	LCC is not aware of how many Telecare Providers operate across Lincolnshire. During mobilisation the information on the specific Telecare Providers linked to all Response Clients will be shared with the successful Supplier.
17	20/03/2024	Telecare Response	What are the most common call out reasons for the Telecare Response Service	Non-injury falls and no response alerts.
18	20/03/2024	Telecare Response	What % of Responsive Service call outs are currently face to face visits?	100%
19	20/03/2024	Telecare Response	What is the split of Response Service activity by district? (avg)	This is currently not monitored as is a countywide service. A breakdown is not available.
20	20/03/2024	Trusted Assessments	What % of assessments are currently conducted digitally/ remotely?	This is currently not monitored however digital or remote undertaking of assessments is estimated by the incumbent Provider at around 50%.
21	20/03/2024	TUPE	Within the TUPE workforce are mileage rates and healthcare scheme entitlement itemised within staff contracts?	Yes
22	20/03/2024	TUPE	Role titles within the TUPE data do not align with the contract. Please provide standard job descriptions for the TUPE roles.	These have been uploaded on the Procontract portal.
23	20/03/2024	TUPE	Given the updated scope and specification changes for the service, does the Customer consider that the procurement process amounts to a service provision change under Regulation 3?	Please see Document 1 Section 2 - Instructions To Bidders And Conditions Of Tender. TUPE Regulations. Particularly paragraph 1.29 "Bidders are advised to form their own view on whether TUPE Regulations applies, obtaining their own legal advice as necessary."
24	20/03/2024	TUPE	Can the Customer confirm that LGPS benefits will not transfer under Regulation 10? (the Bidder understands its	Normally occupational benefits would not transfer. However, for local authority staff, any new provider will effectively have to

			obligation to provide an alternative pension)	seek admitted body status to the LGPS. It would not be sufficient to provide an alternative pension scheme if there are employees who are already in the LGPS.
25	20/03/2024	TUPE	Can the Customer confirm if any of the sick pay schemes referenced in the TUPE information are contractual?	Yes
26	20/03/2024	TUPE	There is a reference to a health care plan in the TUPE information. Can the Customer confirm if this is contractual?	Yes
27	20/03/2024	TUPE	There is a reference to a cash plan in the TUPE information. Can the Customer confirm if this is contractual?	Yes
28	20/03/2024	TUPE	Can the Customer confirm if fuel allowances are contractual?	Yes
29	20/03/2024	TUPE	Can the Customer confirm if there are any other contractual benefits not detailed in the TUPE information that may transfer under TUPE to a transferee?	There are no other benefits
30	20/03/2024	Submission Deadline	Would the Commissioner consider moving the submission deadline to Tuesday 30th April 2024	The deadline of submission of tenders has been extended to 12 noon on 30 April
31	21/03/24	Specification	Should the commencement of Generic Support be within 21 calendar days of assessment (as per 3.3.2.10) or no later than 21 calendar days after the date of referral (as per 3.3.3.8 and WBS_KPI-04)	It would be 21 days after the referral.
32	27/03/2024	Cost of service	Please can Commissioners confirm the current employee travel cost of the service	The current service has a slightly different scope to that of the new proposed service and would not therefore necessarily be reflective or relevant in the pricing of the new service. The current service is delivered within a fixed budget as is the proposal for the new service. Providers should cost the service based upon their proposed service

				delivery model in accordance with the requirements of the specification.																									
33	27/03/2024	Cost of service	ITT Document 2 of 6, Section 3.3.4. Please can Commissioners confirm the approximate cost of Small Aids and Minor Alterations.	The current service has a slightly different scope to that of the new proposed service and would not therefore necessarily be reflective or relevant in the pricing of the new service. The current service is delivered within a fixed budget as is the proposal for the new service. Providers should cost the service based upon their proposed service delivery model in accordance with the requirements of the specification.																									
34	27/03/2024	Equipment	ITT Document 2 of 6, Section 3.3.5. Please can you confirm who is the supplier/owner of the IT equipment that supports the telecare Response Service	It is only the physical "Response" element that forms part of the Wellbeing Service specification. The Service Users' Telecare Provider would own any IT equipment and deliver the monitoring service associated with the Telecare provision. There would be no expectation for the successful bidders to provide any IT hardware equipment for the Telecare Response Service.																									
35	27/03/2024	Current Contract	Demographics of the current service users, including age, gender	<table border="1"> <thead> <tr> <th></th> <th>Referrals</th> <th>18-34</th> <th>35-64</th> <th>65-84</th> </tr> </thead> <tbody> <tr> <td>Total</td> <td>9710</td> <td>728</td> <td>2916</td> <td>4293</td> </tr> <tr> <td>Female</td> <td>5380</td> <td>392</td> <td>1583</td> <td>2381</td> </tr> <tr> <td>Male</td> <td>4213</td> <td>329</td> <td>1291</td> <td>1866</td> </tr> <tr> <td>Non-binary / unknown</td> <td>117</td> <td>7</td> <td>42</td> <td>46</td> </tr> </tbody> </table> <p>The above data is for full year 22/23. It sets out referral data</p>		Referrals	18-34	35-64	65-84	Total	9710	728	2916	4293	Female	5380	392	1583	2381	Male	4213	329	1291	1866	Non-binary / unknown	117	7	42	46
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Non-binary / unknown	117	7	42	46																									

				into the core service for assessment/generic support excluding the telecare response service														
36	27/03/2024	Current Contract	Location of service users by District level.	<table border="1"> <tr> <td>East Lindsey</td> <td>28%</td> </tr> <tr> <td>North Kesteven</td> <td>14%</td> </tr> <tr> <td>City of Lincoln</td> <td>12%</td> </tr> <tr> <td>West Lindsey</td> <td>12%</td> </tr> <tr> <td>Boston</td> <td>7%</td> </tr> <tr> <td>South Holland</td> <td>12%</td> </tr> <tr> <td>South Kesteven</td> <td>14%</td> </tr> </table> <p>The above data is for full year 22/23. It sets out referral data in terms of percentage split across each of the districts areas.</p>	East Lindsey	28%	North Kesteven	14%	City of Lincoln	12%	West Lindsey	12%	Boston	7%	South Holland	12%	South Kesteven	14%
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37	02/04/2024	Specification	We are seeking clarity on whether the commissioner is expecting a specific strand of the service is required to develop partnerships, or if the expectation is this will be more a strategic approach embedded in all job roles?	The Commissioner has not been prescriptive in this respect. Within the working method statement responses Bidders will be expected to clearly describe how within their proposed service delivery model they intend to deliver the requirements of the specification including Section 3.8 Partnerships and Network Development.														
38	02/04/2024	TUPE	We note that there are 88 people on the TUPE lists provided. Can it please be confirmed the amount of time each individual has allotted to support the service, for example do any of the individuals have additional responsibilities outside of this contract or are they fully dedicated to the Wellbeing Service?	The hours stipulated on the TUPE schedules for each member of staff represent 100% of their time spent delivering the Wellbeing Service														
39	02/04/2024	TUPE	To further support this, could job descriptions please be provided for each of the positions?	The job descriptions have now been uploaded onto Procontract.														

40	02/04/2024	TUPE	Can you please confirm if there is additional funding available to cover redundancies and where this should be described within the pricing schedule?	The issue of whether TUPE applies or not will be for the old/new employer to determine. If the staff transfer then the new employer would be responsible for redundancy costs. There is no additional funding available to cover redundancies. Any redundancy costs would therefore have to come out of the overall budget. If there are redundancy costs anticipated these could be entered into the pricing schedule under "Other (please specify)" related staffing costs, row 99 in the relevant year.
41	02/04/2024	TUPE	We understand that this contract is split into three across the current provider and district council partners. Could you kindly provide an organisation chart for the service to better understand how the various roles work across the different areas and how they interlink, if at all? This will enable a better understanding of how the service partnership operates.	The job descriptions have been provided. It is for the potential bidders to consider the existing resource alongside the service scope and requirements of the specification and make their own determination as to the most appropriate and effective organisational structure which will support their delivery model.
42	02/04/2024	Word Count	Given the complexity and multi-faceted nature of some of the questions and tenderers' ability to answer with full breadth and depth to each one could consideration be given to the following increases: Question 1 Service Delivery Model, has 3,000-word limit and 9 guidance points, approx. 300 words per guidance point. We would kindly request a word limit extension to 4,500 (9 x 500) to ensure every element of what is being asked (e.g. how we'll meet core aims and service outcomes, how we generate efficiencies and introduce innovation) can be answered in full	Agreed to increase word limit will amend Document 3 accordingly.

43	02/04/2024	Word Count	Question 3 Partnership Working, has 1,500-word limit and 6 guidance points (250 words per point). Please can we request an extension to 2,000 words (allowing 300+ words per section) to ensure all elements can be adequately described as requested.	Agreed to increase word limit will amend Document 3 accordingly.
44	02/04/2024	Word Count	Question 6 Quality Assurance and Outcome Monitoring, 2,000-word limit and 6 guidance points, including the requirement to relate this response to tenderers' service model, staffing structure and management of the service (approx. 300 words per guidance point). Please can we request 3,000 words for this question (500 words per section) to ensure we can achieve this breadth while addressing each element of the question wording?	Agreed to increase word limit will amend Document 3 accordingly.
45	02/04/2024	Word Count	Question 8, Service Mobilisation, 1,000-word limit and 8 guidance points in the question wording (125 words per section). We would please ask that the maximum wordcount be extended to 2,000 words (allowing 250 words per section) to ensure tenderers can fully convey their mobilisation solution and satisfy the question wording requirements	Agreed to increase word limit will amend Document 3 accordingly.
46	04/04/2024	Gain share	Does Gain Share apply after the supplier has taken their profit margin?	Yes. Please note ITT Document 4. The Gain Share process is set out within Schedule 3, Part 1, paragraphs 7.1 – 7.12 and Appendix B of Part 1 – Payment Mechanism Schedule 3.
47	04/04/2024	Gain share	Does Gain share apply to income generated through the Telecare Response Service?	The contributions are netted off the running costs before the gain share figure is determined.
48	04/04/2024	TUPE	Please clarify what the contractual employers pension contributions are?	The contribution rate is 24.1%. This will be fixed for duration of the contract.

49	04/04/2024	Open Book Accounting	Could the Customer explain their process of Open Book Accounting?	<p>Please note ITT Document 4. The definition of the “Open Book Data” is set out in clause A1.1 of the terms and conditions.</p> <p>There is also further explanation in Part 2 – Open Book Data and Financial Reporting of Schedule 3.</p> <p>The pricing schedule (Section 11b (ii)) spreadsheet ie: example Tab 2 – Year 1, provides an open book template that will be used to reconcile tender costs against actual total net annual contract running costs at the end of the year. You can see from this template that the profit margin is accounted for and the contributions netted off before determining the annual variance (column G) and potential gain share figure if applicable.</p>
50	04/04/2024	Telecare Response	Could the supplier provide a redacted rota for the current Response Service Model?	<p>Please note the response to clarification 41 above. The job descriptions have been provided. It is for potential bidders to consider the existing resource alongside the service scope and requirements of the specification and make their own determination as to the most appropriate and effective organisational structure, including staff rotas, which will support their delivery model.</p>
51	04/04/2024	TUPE	Are the Car Allowance/Lease Scheme/Company Vehicle Provision contractual?	All the car allowances etc are contractual
52	04/04/2024	TUPE	Please could the supplier provide the job description for the SADL and Minor Adaptation Officer role?	The job description has now been uploaded
53	09/04/2024	Contract Value	The spreadsheet states that it's a £3.2 million budget per year, the initial advert has stated it's a £30 million contract is this a error on the spreadsheet?	No, this value is correct. The budget is £3.2 million per annum. The value on the Contract Notice (advert) is the total contract value ie: The contract is potentially for a

				maximum of 10 years so total contract value would be approximately £30 million.
54	09/04/2024	TUPE	Given the response to Q24 on the clarification log (LGPS) please can I seek some guidance on the following: Can you share any guidance for admission bodies?	<p>The Admission Body queries have taken time to work through as LCC is in a unique position whereby the Awarding Authority (LCC) is not, and has never been, the Scheme Employer.</p> <p>Following the initial response to this clarification published on 16 April 2024 (in version 5 of the Clarification Log), specialist legal pensions advice has been sought to enable a clear position on the LGPS admission in these circumstances to be confirmed.</p> <p>The advice confirmed that 'Fair Deal' would not be the applicable code of practice. Having considered the specialist legal advice LCC confirms its position as follows:</p> <ul style="list-style-type: none"> - All parties' liabilities will be set out within an Admission Agreement consisting of a pass-through arrangement and revised terms in the Service Contract. - LCC will act as "Related Employer" effectively taking on the role of the Scheme Employer and agrees to take on the liability of any pension deficit at the end of the contract term, as per the Lincolnshire County Pension Fund's pass-through policy. - The Admitted Body will take on all other pension strain liabilities throughout the life of the contract, including but not limited to; redundancy, ill health, death in service and

				enhanced employee benefits.
55	09/04/2024	TUPE	An example admission agreement with an indicative contribution rate?	<p>An Admission Agreement addressing the position described below and at response 54 is currently being drafted and we will endeavour to share this with interested organisations by 7th June 2024 at the latest.</p> <p>The Fund policy is that ‘pass through’ should apply to an admission and the minimum requirement of this policy is that the new provider would pay an employer contribution. The contribution will be in line with LCC’s contributory rate of 24.1% as they are the “Related Employer” taking on any pension deficit at the end of the contract term. This will be a closed scheme and this rate will be fixed for the duration of the contract.</p>
56	09/04/2024	TUPE	The latest actuarial valuation of the fund(s)?	<p>Please see link below to the most recent actuarial valuation of the fund.</p> <p>https://www.lincolnshire.gov.uk/downloads/file/7691/actuarial-valuation-2022</p> <p>In addition, specific to the Wellbeing Services the ITT Document 6 – TUPE Schedule sets out all the current salaries of the staff eligible for transfer. As noted in response to Qu 76, the TUPE schedule is being reviewed and if there are any relevant updates to the current version, a revised schedule will be shared with interested organisations as soon as possible.</p>
57	09/04/2024	TUPE	The commissioning authority’s policies on pensions risk-sharing?	A summary of the risk sharing approach is stated in the response to Question 54
58	09/04/2024	TUPE	Whether a bond or indemnity is required?	A bond will not be required. An indemnity from the Admission

				Body to the Fund will be included in the admission agreement. There will also be an indemnity in the revised Services Contract terms, from the provider to LCC in respect of pension risk sharing.
59	09/04/2024	TUPE	Any information of exposure to additional costs that could arise due to redundancy, ill health and death in service of the transferred employees?	The risks are as stated in the response to Question 54. The Admitted Body will be liable for any additional costs associated with redundancy, ill health and death in service throughout the term of the contract.
60	09/04/2024	TUPE	Would liabilities be capped from the start of the contract and not include any liabilities accrued in previous years?	No liabilities accrued prior to the contract start date will fall on the Admitted Body.
61	09/04/2024	TUPE	Would the Customer agree to a 'pass through or 'cap and collar' arrangement?	See response to Question 55, the Fund policy is that 'pass through' will apply.
62	09/04/2024	TUPE	Who would we engage with on pension issues at the administering and contracting authorities?	Please direct all queries through Procontract.
63	10/04/2024	Specification	Following the recent provider event, where reference was made to significant changes that exist between the new specification and the current service, can the Customer please outline what these changes are?	<p>At the recent Provider Event reference was made to the existing services constantly evolving. The new specification is reflective of these evolving developments. Therefore, rather than there being significant changes the new specification is a further reiteration of the services. The developmental changes are as follows:</p> <ul style="list-style-type: none"> - Within the scope of the current contract are the Resettlement Service and the Hospital In-Reach provision. These are not being re-commissioned and are not in scope of the new service specification. - The eligibility criteria has changed to prioritise those in most in need in line with the aims of the service and to also more effectively manage demand.

				The digital offer requirement has been enhanced and improved referral pathway developed as per the specification.
64	10/04/2024	Contract	With reference to clause B8.6 of the draft contract, could the Customer explain the rationale for the requirement and how this is reconciled with the GDPR?	<p>This information is required as bidders must have accurate information about employee liabilities to price their bids. Without accurate information, tender prices will be based on flawed assumptions, and this may result in the winning bidder being unable to deliver the service and the tender process needing to be restarted. Therefore, it is necessary for the contract to entitle us to request, and for employee liability information to be shared in good time before the contract end date. This information will also be required to aid in the statutory TUPE transfer of staff at the end of the contract.</p> <p>We are satisfied that sharing this information is compatible with the UK GDPR, as the information set out in clause B8.6 is necessary for the purpose of the re-tendering exercise and procuring the Wellbeing Service which is a task carried out in the public interest.</p> <p>For clarity, the regularity of the requests for this information will be within ten (10) Working Days of the Customer's request, as opposed to the frequency currently set out in B8.6. The clause B8.6 will therefore be amended accordingly.</p>
65	10/04/2024	Contract	With reference to B12.1 could the Customer please clarify what is meant by a 'Service User Consent Policy'?	This is a policy to ensure that consent to deliver the service to the Service User has been gained from the individual and can be evidenced.

66	10/04/2024	Service Credits	With reference to C5.3 can the customer please describe how Service Credits are calculated?	Please note the fourth tab on the ITT Document 2 Section 8a – WBS Performance Schedule spreadsheet which sets out how these will each be calculated. Please however note whilst the formulas of the calculation will remain the same, these have at this stage been calculated on the basis of the total budget. This will be re-calculated in accordance with the overall successful tenderers' bid price.
67	10/04/2024	Specification	We understand from the specification that some assessments for generic support take place in hospitals. Please can you provide the number of assessments carried out in hospital settings over the past year? Projected hospital assessment volumes would also be beneficial.	From April 23 to April 24 there have been 242 cases supported in hospital settings. This is a potential area for future service development as such at this stage we do not have projected volumes.
68	10/04/2024	TUPE	We note there are 20 Response & Resettlement Officers currently contracted by the Wellbeing Service. As the Telecare Response element currently operates and given Lincolnshire's geography, please can you indicate where these Response & Resettlement Officers are located?	Please note the response to clarifications 41 and 50 above. It is for potential bidders to consider the existing resource alongside the service scope and requirements of the specification and make their own determination as to the most appropriate and effective organisational structure.
69	10/04/2024	Specification	We understand the Generic Support element involves the provision of tailored support plans lasting up to 12 weeks and that the average support time is 2-3 weeks. Are you able to provide the average number of service users active in the service at any one time?	As cases are opened and closed continually throughout the contract the active cases are a constantly changing figure. Also, as the time period has not been stated it is not possible to accurately predict average active numbers.
70	10/04/2024	Specification	Please can you provide the total number of calls the WB Customer Service / Wellbeing Hub Team has received including a breakdown (e.g. general enquiries) if possible?	It is not possible to provide the total number of calls. However approximately 68% of the referrals in 22/23 came through the Customer Service Centre. The remainder of referrals came through mosaic and directly to the service. In the new model the referral pathways are set

				out in ITT Document 2 – Specification Section 3.6.
71	10/04/2024	Specification	Similarly, how many e-referrals have been received through the Digital Offer, or is this number included in the overall 9,727 number? If so, please can you give an indication of how many were e-referrals?	There is not currently a digital offer in place this is a new development pathway of the service, so it is not possible to accurately predict. All referrals would however be included within the 9,727 referral figure estimated for Contract Year 1.
72	11/04/2024	Contract	We understand there is a fixed available budget each year which must accommodate the described service growth. However, with the length of contract in mind (presenting challenges accurately forecasting inflationary increases), please can you confirm whether there will be the opportunity for standard annual increases in line with inflation (either CPI or RPI)? Or if CPI/RPI will only be applicable for contract extensions after the initial 5 years contract length?	There will be no automatic inflationary or other budget increases during the initial five years of the contract. Please see Document 4 Terms and Conditions C4 Service Charges and Adjustment on Extension
73	30/04/2024	TUPE	Please can the following Job Descriptions be provided <ul style="list-style-type: none"> - Partnership and Network Development Officer - Communication Officer - Senior Partnerships and Network Officer - Insight & Trend Analyst - Housing & Hospital Development Officer 	Please see uploaded job descriptions.
74	09/05/2024	Costs	Could we also ask for confirmation of any license costs associated with Mosaic that suppliers should consider.	There are no licensing costs associated with Mosaic.
75	09/05/2024	TUPE	One of the listed Wellbeing Hub Assistants is showing as being on secondment in an alternative role. Could the Customer confirm when the secondment took place and for how long it is intended.	The secondment has run from September 2022 and is due to end August 2024.
76	09/05/2024	TUPE	In light of the recent extensions, please can an updated TUPE list be provided?	The TUPE schedule is currently being updated and will be shared as soon as possible

77	10/05/2024	Timeframe	With regards to our mobilisation question (Question 8), and considering the extensions, can you please let us know if there are any anticipated changes to the award and launch dates, so that we can factor this into our project plan?	In response to the extended tender period, subsequent procurement process timescales will be adjusted. Please see uploaded revised timeline.
78	07/06/2024	TUPE	Please could the Customer confirm which staff on the TUPE list are subject to the Green Book?	All employees are subject to the nationally agreed terms and conditions outlined in the 'Green Book'.
79	07/06/2024	TUPE	Could the customer also confirm whether the Green book has been modified	The sole modification to Green Book terms is noted in cell 6b of Tab1 ELDC of ITT Document 6; the adjustment of overtime rates for Response and Resettlement Officers. This is calculated at 1.5 times the standard hourly rate for these officers, which can be calculated based on values included in the Salary column on Tab 1 ELDC.
80	07/06/2024	TUPE	On the TUPE document, Tab 1 ELDC makes reference to an attached policy document in relation to special leave arrangements. Could this be shared?	The requested document has been uploaded to Procontract. Please refer to document title 'ELDC - Time Off Policy'.
81	07/06/2024	TUPE	Tab 1 ELDC appears to have has missing information in relation to whether staff are members of LGPS. Could this please be updated?	All employees on Tab 1 ELDC of the Document titled '20240613 ITT Document 6 of 6 Wellbeing Services v3' are enrolled in the LGPS. As requested, we have uploaded the updated version of the ITT document.
82	07/06/2024	TUPE	Tab 1 ELDC appears to have not been updated since February, could the customer please confirm whether this is an oversight or provide updated information accordingly.	The date has been updated and the revised version of the document titled '20240613 ITT Document 6 of 6 Wellbeing Services v3' has been uploaded to Procontract.
83	10/06/2024	Timeframes	Could you confirm if the contract award dates will change due to the further submission extension please? The dates below show the	The indicative planned award date remains at 9th of August 2024.

			evaluation period beginning before the submission deadline.	
84	12/06/2024	TUPE	<p>In the original TUPE Information provided, Salaries provided by ELDC were aligned to their 2023/24 Pay Scales, as references in the info they provided. These do not appear to have changed in the new information provided. Could the current annual salaries please be confirmed.</p> <p>I note that salaries have not changed for Tab 2 - NKDC or Tab - WLDC; therefore confirmation on their salaries is requested.</p>	The 2024/25 pay increases for ELDC, NKDC and WLDC have not yet been confirmed. Local government pay awards for each financial year are the subject of national negotiation annually, with any salary increase often backdated to 1 April of the relevant year under negotiation. However the figures for 2023/24 as shown are the current salaries and no date has yet been offered by the LGA for announcement of the outcome of any pay settlement for 2024/25.
85	12/06/2024	TUPE	<p>On Tab 2 NKDC, Roles WB008, WB016, WB017, WB027, WB030 and W085 - each has had an increase in their SCP, but no adjustment is shown on their salary - Confirmation of actual salary is requested.</p> <p>In addition, Roles WB016, WB027 have changed roles from GSW to Trusted Assessor, but neither have any adjustment in Salary - this may be correct, but confirmation would be welcomed.</p>	<p>The NKDC amendments have been highlighted in yellow on the TUPE schedule entitled 20240620 ITT Document 6 of 6 Wellbeing Services v4. The salaries contained in this are the current salaries for these postholders.</p> <p>These roles were acting up to Trusted Assessors and are now permanent.</p>
86	12/06/2024	TUPE	Please could further information be provided on the stated benefit 'Essential Car User - Higher rate' on Tab 2 - NKDC to support with budgeting.	The annual Essential Car User allowance is £1239 (paid monthly) and the rate per mile is 50.5p
87	24/06/2024	Extension	Can we please request an extension to the deadline of submission of tenders of 10 working days?	An extension of 10 working days will be granted. The deadline for submission of tenders will now be Monday 15 th July at 12 noon.
88	24/06/2024	Terms and Conditions	Can the Customer confirm that Clause B8.11, which is stated as 'NOT USED' in the 'Supplier Agreement' will not have any effect on the wording in Clauses B.11A to B.11I in the 'Supplier Agreement'	Clauses B8.11A – B8.11I are the new additions around the Admissions Agreement and future respective pensions liabilities, these clauses are to apply as drafted, and B8.11 would not be used as stated

				and will not form part of the final contract.
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**SCHEDULE 2
SERVICE DELIVERY PLAN**

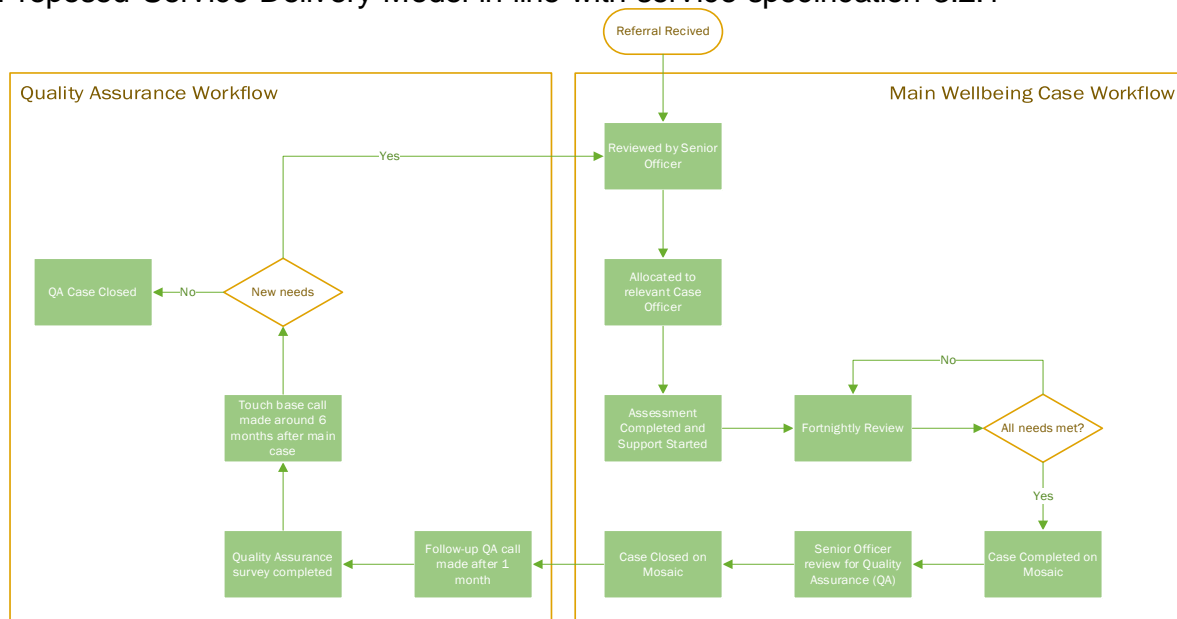
1	Service Delivery Model
<p>Wellbeing Lincs (WL) has been delivering the countywide Lincolnshire Wellbeing Service (the Service) since its inception 6 years ago, with East Lindsey & North Kesteven overseeing their district WBS 4 years prior. We successfully transitioned to the Countywide service in 2018, working positively with Lincolnshire County Council (LCC) to develop a comprehensive wellbeing offer in line with the specification. We are a partnership of West Lindsey (WLDC), East Lindsey (ELDC), North Kesteven (NKDC) and City of Lincoln (CoLC) councils with ELDC the contract holder. We see the value in the changes LCC are putting forward to improve the service offer and are keen to restructure our teams and redevelop processes to meet the requirements, being a valued partner in achieving LCC's wider aim of Lincolnshire residents assisted to live fulfilling and independent lives. Our strengths lie in:</p> <ul style="list-style-type: none"> • Successfully delivering the Service for the past 6 years, bringing existing teams into a single cohesive Wellbeing Lincs brand. • Providing a strong partnership from the 4 District Councils providing robust governance and high-quality services. • Meeting and exceeding the performance targets set within the specification, continually exploring how we can improve and quickly responding to solve areas we encountered issues. • Delivering a truly countywide approach with our frontline teams strategically split between the North & South of the county and our responder service placed within 4 bases offering even coverage and easy access to residents. • An open and honest relationship with our commissioner, consulting in how we deliver, raising when we have difficulties, seeking ways the Service meets its contractual and LCC's wider aims. • A long standing and consistent team with experienced leadership ensures we understand the Service requirements, challenges and opportunities and can provide consistent and stable delivery for the commissioner and most importantly those we support. • A flexible and responsive service which adapts to the wider needs of the county when required as demonstrated by reconfiguring the service within days to directly engage residents during Covid. • A strong emphasis on recognising the partnership approach to the Service offer with established links from managers to frontline staff illustrated by: <ul style="list-style-type: none"> ○ Positive inward / outward referrals throughout the Service. ○ Established positive relationships with the Customer Service Centre (CSC), Mosaic Team and Adult Social Care ○ Wellbeing Lincs being a strategic partner in meeting wider county aims e.g. helping to manage demand for adult social care services and being an integral element of the local flood response. ○ Our response service based within fire stations as a direct result of our positive joint working. ○ As a partnership ourselves, we naturally understand the importance of linking with partners, having positive relationships with the 6 other Districts within the county. 	

- We used our dedicated Partnership & Network Team based across the county to lay a strong foundation in mapping and linking with the full range of services available to residents which will enable us to move to a more fluid approach to partnership working in this new specification.

We use these strengths to deliver a truly person-centred service, provided by staff who not only have a wealth of experience, but they are also extremely passionate about helping our service users live their best life, coming alongside them when help is needed, also empowering them to meet challenges and changes now and in the future. Our delivery model detailed below not only sets out our practical approach, but it also demonstrates how we will meet the service outcomes required in the updated service specification; however, we also commit to: -

- Play an active role with LCC and partners in understanding the wellbeing experience for customers and frontline staff, translating this into positive system change. Identifying and informing LCC where we or others duplicate work or we are plugging failings in services expected to deliver specific activities.
- Further develop monitoring tools to identify the health inequalities of our customers, monitoring the new outcomes and effectively triaging referrals to ensure timely support, based upon immediate need.
- Champion digital self-help schemes including our own Digital Offer, while also linking to wider digital initiatives as they are developed.

Proposed Service Delivery Model in line with service specification 3.2.1



- *Case Process Map - High Level 1*

Management

Wellbeing Lincs will continue to be a partnership of the 4 district councils with ELDC the contracted authority. Our Management Board (MB), made up of strategic managers within each District, will provide governance and oversight with operational responsibility through a dedicated Service Manager (SM) overseeing the teams outlined below.

Delivery of the service will continue to be split across the districts to ensure staff are available to deliver a high-level service across all of Lincolnshire. Our proposed staffing structure included with our submission shows where the teams will sit. Quarterly MB meetings ensure a consistent approach and agreement to working initiatives which has worked successfully for the last 6 years. MB will meet more frequently during the mobilisation period to oversee the transition to the new contract.

Structure and delivery will be as follows:

Digital Offer

Overseen by our Service Manager during mobilisation but led by the newly reconfigured Service Compliance and Service Development Team who will create the content for Connect to Support to host. While exact functionality will be determined by the Connect to Support platform, our preferred approach will be needs based, meaning the customer will land on the Wellbeing page and be presented with options based on their need. Using our extensive knowledge of providing the wellbeing service, we will develop question threads to direct the customer to the most appropriate self-help solution(s). Alongside this, we will also work with key partners to ensure the self-help solution is streamlined for the customer. For example, if the solution requires the involvement of a separate service, a robust explanation of what the customer can expect will be provided, as well as working to reduce the amount of information the customer would have to repeat, should an onward referral be triggered. We will research best practice examples and work with LCC and our customers to explore innovative ways to create a meaningful universal offer including promoting peer support initiatives which we know from our current delivery are much needed in Lincolnshire. Customers accessing the digital offer should also reach the information they need in the minimum of 'Clicks', which our wealth of knowledge will make possible.

Assessment, Generic Support plus Small Aids & Minor Adaptations will be managed by 4 Senior Case Officers (SCO), split evenly across North and South Teams, ensuring a broad geographical coverage. Our home working approach increases this reach further, enabling us to specifically recruit within localities where demand is high. We will streamline our initial triage and quality check through the dedicated SCO's, with all referrals from the CSC or Trusted Referrers (TR) coming through Mosaic, being assigned based upon:

- a RAG rated priority system, so emergencies are assessed within 3 working days (Red), which we expect will be immediate risks of needing NHS or adult care intervention if assistive equipment is not provided promptly. While cases with significant needs such as emerging mobility issues or a change of circumstances causing risks to the home such as financial concerns, or the loss of a significant other would be seen within 10 days (Amber). All other referrals would be seen within the 21-day target (Green).
- availability of staff, based upon leave and workload.
- case officer experience e.g. assigning to team specialists in housing, hoarding, complex benefits, or other emerging issues identified within the life of the contract.
- personality, cultural links which enhance engagement/rapport.

Good practice SCO's manage a team of case officers, offering support and guidance in managing case complexity. Their key role is providing practical support

to staff whilst also actively quality checking the teams cases as they happen. They will work collaboratively, ensuring sufficient resource within the service and will reassign staff to deal with sudden local areas of demand. Having a bird's eye view, they also identify common issues being raised across the service and can guide teams in good practice responses as well as feeding up to the Service Manager issues which require a strategic approach. They will liaise at a managerial level with services we regularly refer to ensuring these referral routes run smoothly and will attend local area operational partnership meetings requiring WBS input.

Assessment and Generic Support will be undertaken by a single Case Officer all trained to the required Level 3 qualification. This will provide improved outcomes and performance. During mobilisation, we will redesign the role, updating job descriptions, restructuring existing teams, and providing training. We are confident staff will easily move to this new role, finding it more rewarding as they take full responsibility for assessment and support, agreeing and then seeing outcomes achieved.

The assigned Case Officer ensures they have the necessary information (checking Mosaic and the referrers information) and understanding the customers situation before contacting the individual to introduce themselves, describe what WBS can offer and when/where is best for a formal assessment to take place. It is vital referrers understand the short-term nature of the support we offer. This initial call is about developing a rapport with the individual, understanding the situation correctly and ensuring we meet their communication needs, including if they want family to attend the assessment or another agency to be liaised with that they regularly use. If agreed, assessments may be fully completed during this initial call or agree another suitable time to call back or visit. We believe completing the assessment in one go is the best option; however, we also appreciate some customers may struggle, so we would stop the assessment if required, picking it up again at a mutually agreed time. Since Covid, we have found we can undertake meaningful assessments on the phone unless the customers issue(s) relate to the home, including small aids and minor adaptations. If required, assessments will be carried out face to face, again at a time to suit the customer, including facilitating attendance of any representative they require.

The assessment will follow the required outcomes outlined at 3.1.6; however, being person centred, we will adapt the process to the customer's needs, avoiding the lengthy questioning on topics of no concern to the customer. We do occasionally come across re-referrals which will reduce through the merging of the assessment and support roles, allowing needs to be added during support. Using open questioning and motivational interviewing techniques helps the customer identify the needs they would like assistance resolving, addressing what is important to them.

Our approach is strength-based, building confidence and resilience through:

- identifying customers previous achievements and current skills which they can build upon, including those which are transferable.
- linking with their existing support networks including family, friends, church, or services including GPs to strengthen and maintain outcomes.
- accessing wider support to meet their goals is also explored e.g. attending exercise classes, dieting groups or 12 steps programmes like AA, using the concept of fellowship / peer support to achieve a goal which produces friendship.
- promoting available digital solutions or seeking to develop them ourselves.

If equipment or alterations are identified, the Case Officer attends the customers home to undertake the Trusted Assessment. Equipment needs are discussed and agreed with the customer, then supplied at cost. Installation costs are met by the service and not passed to the customer. We will review the existing processes for equipment orders in Mosaic to ensure customers receive the equipment in the 7-day target. Should the assessment flag concern regarding the suitability of equipment the Case Officer will seek advice from OTs, with links embedded during mobilisation, including access to the LCES system.

Support plans will be developed with the customer resulting from assessment, based upon LCC's agreed outcomes with clear SMART tasks/actions, identifying who is responsible for carrying them out. Both parties agree the support plan and if actions can be dealt with immediately, they are, so customers see the benefit of support quickly.

Activities are always strength based, being undertaken *with* and not *to*, working with family or existing services who will remain with the customer after support has ended. Case Officers sit with an individual who may ring the landlord, utility company, providing back-up and increasing confidence. For support activities requiring more interactions, the Case Officer will arrange future calls or visits. They deal with complication, accessing other services and liaise directly if the individuals cannot manage it themselves. However, they actively involve the person even if it is making initial calls, gathering information to develop their skills. We aim to empower customers, giving them confidence to resolve issues themselves in the future, including by accessing the digital offer, using an innovative approach to develop additional technology based solutions during the lie of the contract, empowering customers to solve future issues themselves.

Onward referrals / signposting to other services or organisations is vital. We have developed an in-depth knowledge of services available around the county - from statutory down to small local groups. Staff regularly keep this updated, and we propose a formal link with Connect to Support to share information. We always encourage customers to make their own referrals but will support them in doing so. Direct referrals are made where we already have established pathways in place with the customers in line with Making Every Contact Count e.g. services also using Mosaic. With the customers consent, any onward referral would include all relevant information, avoiding the need for customers to repeat information, but also speeding the process for the customer and service provider.

Case Officers will raise concerns or gaps they encounter with their line manager who will address the issue or highlight to the Service Manager to be addressed as part of our work to integrate the wellbeing service firmly within the whole system. Support reviews will take place every 2 weeks jointly with the customer, and any relevant representative. As outcomes and actions are clearly defined, we can agree if they have been undertaken and outcomes achieved, celebrating the customers achievements.

Once all needs have been met, support formally ends. As our service often includes signposting or onward referrals, we will encourage people to get back to us directly if

they struggle with receiving a follow-up service, providing relevant contact information including our digital offer, or in paper format if preferred.

Additionally, all cases will receive a follow-up call approximately 1 month after the case closes including the Service Experience Outcomes (4.3.7 in specification) and checking follow-on referrals are being addressed, supporting quality assurance and continuous improvement. We will also look to develop a longer term check in with customers, after at least 6 months, with a slightly different focus, such as ensuring equipment provided is still suitable, or if the customer is signed up to the response service, that it is still required. Our aim to develop a bespoke [Wellbeing App](#) would further the preventative aims of the service.

Good Practice Senior Assessor Ongoing Quality Checks - the short-term nature of the Service means formal quality assurance can be lost with post file audits and surveys. Our SCO's ensure ALL cases are quality checked as they are occurring through the Mosaic system, so difficulties are rectified immediately. Completed cases are formally checked ensuring paperwork has been undertaken. They can bring up consistent issues with specific staff in individual supervision and provide good practice learning through team meetings or wider briefings.

Small Aids & Minor Adaptations, are overseen by a SCO with a dedicated administrator and 2 equipment installers. The Case Officer (trained to level 3 Trusted Assessor) completes the equipment order on Mosaic as part of support plan. We will continue to hold a suitable stock of frequently requested equipment including grab rails and key safes whilst promptly ordering other equipment as required. We have 2 Equipment Installers (trained to level 2 Installers) covering the North & South of the county with jobs booked by the administrator based upon priority and location to minimise travel time. Installers follow the Case Officers assessment but use their skills/knowledge to ensure equipment and alterations are undertaken following customer preferences and safe installation practices.

Once completed, the administrator manages the payment process, including splitting the cost interest free, should the customer find a single payment unaffordable (as local authorities we would not require a credit licence to provide this facility). We already have excellent links with OT's but will develop defined trusted referrer pathways with all OT teams and LCES to ensure customers' needs are met seamlessly. Quality assurance is achieved through installers receiving sign-off from the customer and taking pictures of the work undertaken, sent to the administrator, and stored with each case. The administrator also checks the individual is happy with the quality when they agree the payment. The 4 SCO's undertake a further quality check when they review closed cases. Satisfaction for equipment deliveries or installations will also form part of the quality assurance calls undertaken following case closures.

Telecare Response Service will provide responders based at 3 designated Lincs Fire & Rescue stations, instead of the current 4, recognising the response timeframe moving to 1 hour from the current 45 minutes. Responders are trained in first aid, using a manga lifting device plus general lifting and handling.

Innovation: If agreed by LCC, we propose responder training includes learning standard medical checks including blood pressure, oxygen levels, aiding conversations with the ambulance service and reassuring customers their situation is being effectively relayed / managed. Links to GP's can also be explored to

provide valuable insight to the customers situation, possibly leading to early diagnosis of the underlying case of falls around the home.

A dedicated Senior Response Officer will support the team, ensuring performance and identifying frequent users who may benefit from additional support from the core service, or an onward referral to a trusted partner. The Senior will liaise with telecare providers to ensure referral quality to the scheme and undertake quality assurance checks through evaluation of responders' calls. We will work with LCC's Mosaic Team to add a section on Mosaic to log all response calls (currently monitored through paper forms), enabling immediate collation of results and ease of access.

Lincare based with City of Lincoln Council will continue to co-ordinate all telecare activations for the response service. They complete regular update checks, manage the charging process, and notify responders when there is a call whilst providing much needed back-up support during the call-out.

Partnerships Our previous Partnership & Networks team provided a strong platform, but we propose moving to a 'golden thread' approach, ensuring partnership thinking is embedded in all aspects of the service, with partnerships included within all staff job descriptions. We will use our extensive knowledge of the County to establish our place in a 'whole system' approach. This will support our frontline teams ensuring we can refer in to statutory, health and voluntary services who support our customers. SCO's will manage outward referral relationships across the County who we regularly liaise with (outlined within specification 3.8.8). The following team will support the Service Manager with the systems approach including developing Trusted Referrers and attending the LCC countywide groups outlined within specification point 3.8.11.

Communication and Development Team overseen by a dedicated Senior Officer will support the Service in the following ways:

- providing business support through 3 dedicated officers
- providing reports monitoring performance and quality as related to the specification undertaken by the Performance & Data Officer.

The Senior will be supported by a Communications & Engagement Officer to work with the Service Manager in -

- managing the digital offer content, website, and marketing, taking part in promotional events throughout the county.
- our partnership working approach, administering, and supporting with the Public Health Quality of Life network and WBS Operational Effectiveness and Delivery bi-monthly Meetings.
- attending countywide forums/initiatives as detailed within 3 Partnership answer
- managing and developing Trusted Referrers throughout the life of the contract.

Innovation: we recognise the vital contribution wellbeing support provides but that there is no formal qualification which staff can attain. Our HR colleagues are working with local universities to develop a dedicated Wellbeing qualification for the WBS covering aspects vital to the service including Trusted Assessments / Installer levels in line with the contract requirement. Offering level 2 qualification for responders / installers, level 3 for Case Officers and level 5 for Senior Officers, enhancing the requirements of the specification.

Generating Efficiencies

We will provide the requirements of the new specification by making efficiencies in re-organising our staff teams including.

- Merging the TA & GSO roles with a single Case Officer undertaking both aspects - reducing the current number of staff, streamlining handovers while improving the customer experience.
- Monitoring individual staff productivity, supporting them to develop their skills to undertake more cases per month.
- Removing initial assessment phase of the referral process, meaning we no longer need the referral hub.
- Our new emphasis upon partnership working throughout the Service means we no longer require a dedicated team, with partnership working a golden thread throughout all aspects of the service.
- A net reduction in Responders, while creating flexibility to deploy officers across three workbases using annualised hours contracts, to cover sickness absence and annual leave.
- With LCC agreement, we plan to redevelop our use of Mosaic to reduce the need to replicate customer data and easy to produce reports.
- Development of the Digital offer will allow for efficiency savings through the life of the contract, empowering customers with self-support pathways.

Introducing Innovation

We plan to introduce and explore the following:

- We are keen to develop the Digital Offer which we see as the first steps towards a sustainable and efficient future for support services. The next step is development of a bespoke app on smart phones giving customers access to multiple services, including self-directed support, emergency notifications and a peer support function including befriending. We will explore the feasibility of this approach with LCC and stakeholders to develop a business case for evaluation.
- Explore working with the countywide initiatives such as the Good Homes Alliance and Better Care Fund to reduce duplication and create joint solutions which expand geographical reach and what residents are offered.
- Using the Service to develop community initiatives through our social value offer see question, [here](#).

Retail Offer

We are keen to explore with LCC possible ways we can provide a retail offer, generating income to help sustain the service whilst offering services which complement our core services. Examples include:

- Broadening the offer of charged services within the equipment team to include helping move furniture - a common difficulty our customers struggle with particularly when receiving hospital equipment such as beds. We can also consider the provision of DIY type services such as putting up shelves, building flat pack furniture and home maintenance activities including grass cutting or room clearance, which customers may struggle to organise. This may require staff increases, covered by the charges to customers, while also contributing to core cost with fees based upon local market and affordability.
- We will explore within the Response Service

- providing short term holiday or respite cover packages at a charge.
- investigating whether council areas close to the Lincolnshire border would benefit from our established model. For example, linking to established telecare services, social housing providers and Councils to set up block schemes. Full cost recovery would be applied, including offsetting management costs, benefiting LCC.

Managing Lincolnshire, equity of access, consistent coverage
 Having provided the service for more than 6 years, we have learnt to configure the service in the most efficient way, demonstrating equity across the County. As separate organisations we are well established, and through our own statutory services, we understand the challenges of delivering quality services across urban, rural and coastal communities. Not only do we have offices across the County, we also have an agile workforce, with frontline officers located where they are most needed.

Despite being separate District Councils, our delivery of the Service deliberately ignores council boundaries. As Lincolnshire covers a large area, we split our core teams; however, our delivery model allows service resources to be deployed where needed. Our North & South teams already cover cases in each other's area as required. Coupled with our agile working provision, and supported through our data analysis approach, we can deploy officers where they are needed, in a prompt and dynamic way.

Extensive data analysis also provides assurance our service delivery is equitable across the County, having regard for demographic profiles and cultural factors. Our focus on promoting a 'whole system' approach to service delivery, engaging with key organisations across Lincolnshire will also help us reach all parts of Lincolnshire.

Promotion & Engagement of those most in need
 The dedicated Communication & Engagement role is key to embedding the service across Lincolnshire. Robust engagement with key services, such as LCC's own Learning Disability team will ensure we engage with all communities in Lincolnshire, ensure equity of access. Utilising the Trusted Referrer entry method will streamline appropriate direct referrals into the service, thus improving the customer journey. We will use our experience to allow customers to access the service best able to meet their needs, without the need to repeat their information multiple times. We will also engage with relevant events, initiatives and schemes across the County including Falls prevention, Hoarding and wider housing & health forums. Digital communications in use across Lincolnshire would also be approached to ensure all key stakeholders are fully aware of what the service offers, as well as service development we roll out, especially linked to the digital offer and Wellbeing App, again promoting self-support pathways.

Business Continuity

We have robust business continuity plans in place for all aspects of the service, covering scenarios such as loss of infrastructure, staff, and IT facilities, meaning the impact of any loss of service would be kept to a minimum. Full details of the plans are available on request.

Furthermore, we have and continue to be a trusted partner in countywide emergency planning programmes, engaging our teams in both response and recovery phases of emergencies. The Service Manager is trained to Multi-Agency Gold Incident

Command level through the College of Policing, and we have extensive experience deploying staff, most notably our rapid redesign at the start of the Covid pandemic and Wainfleet floods. During these incidents we: -

- Redeployed staff to cover emerging needs such as prescription collection, and access to food for those deemed too vulnerable to leave their home.
- Helped disseminate helpful information to vulnerable people, either directly at rest centres or through telephone calls.
- Identified vulnerable households within the impact area.
- Provided support to affected households during recovery, focusing on vulnerable groups.

As a partnership of District councils, we are in a unique position to support LCC meet the needs of vulnerable adults during emergencies, as we are also statutory bodies deployed during emergencies. Development of the Wellbeing App could also include an emergency notification service to past customers, or other groups identified through our partnership working. Our proven track record should give LCC confidence in our continued support.

2a	Service Model Scenario One
<p>Referral through and are received by:</p> <ul style="list-style-type: none"> • Self-referral via LCC Customer Service Centre (CSC) or online referral form, likely by professional or family member. • Via a Trusted Professional (TP) referral through Mosaic to Wellbeing Service (WBS). • A Senior Case Worker takes referral, making initial checks on Mosaic, assigning priority before allocating to appropriate Case Worker (CW) based upon suitability and availability. • CW manages case from assessment through support and sign-off, providing continuity, efficiency, and accountability. <p>Responding to Referral</p> <p>The CW familiarises themselves, examining referral and Mosaic. Based upon this information, they decide a home visit assessment due to possibly requiring a Small Aids & Minor Adaptations (SAMA).</p> <p>The CW rings Mrs W introducing themselves, developing a rapport through:</p> <ul style="list-style-type: none"> • outlining why they have called based upon their referral. • checking Mrs W is happy to continue. • explaining what we can offer and the process we undertake - managing expectations. • clarifying the information, we currently have including relevant organisational involvement - Making Every Contact Count (MECC). • agreeing a home visit assessment including SAMA - checking if she wants family present and understanding her communication needs. 	

Assessment & support planning approach

Undertaking the assessment, the CW uses their skills to cover key areas identified from the referral whilst ensuring they fully understand the situation.

They ask open, motivational questions to understand difficulties Mrs W is experiencing so she feels in control.

The assessment is strengths-based, focusing on existing skills and abilities, referring to previous jobs and ability to manage with a visual impairment as positives to build upon.

We identify people important to her who provide support including family, friends, or her GP. These show her resilience and transferrable skills and demonstrate her capability. The CW:

- clarifies the reason for the fall, whether it's linked to living alone with her visual impairment or was an isolated accident, or other reason(s). Discuss how she feels about her current mobility since the fall. If required, we conduct a falls assessment in line with Lincolnshire Falls protocol.
- undertakes an assessment for SAMA to support her living safely in the home, and rebuilding confidence, e.g. coloured grab rails.
- clarifies if putting the telecare in her name offers her reassurance as she lives alone, also including our Response service or does she have family/friends close by who can assist her, all while considering affordability.
- discuss her financial worries, undertaking an initial eligibility test for benefit entitlement. Understanding her financial concerns using a simple income and expenditure tool, covering general bills and any debts. Onward referral to address longer term needs identified.
- discuss longer term accommodation needs, recognising wish to remain in area, but planning for future needs.
- celebrate Mrs W desire to return to work, clarifying any steps already undertaken, building confidence to apply, linking with DWP to agree a plan.
- promote digital skill development including managing job searches, benefits, utility bill management, and future self-help strategy.
- ensure assessment & support is always person-centred.

From this, a jointly produced support plan is created including specific actions, assigned roles, and agreed timescales. We do 'with' not 'for' Mrs W, agreeing the parts she is confident doing herself or where we support her either just being there for initial calls or ringing on her behalf. Where we have pre-agreed referral pathways with organisations, we make the referral directly, continuing MECC (on Mosaic if the service uses it), checking she is happy that we are sharing all relevant information, with specific consent.

For monitoring purposes, we link the support plan to LCC's eligibility outcomes on Mosaic.

Support Plan Outcomes	Support Plan activities	Priority: Urgent, Standard, Low
Maintain home environment so it keeps me safe, warm, and well, reducing chances of accidents	SAMA package agreed including costs. CW completes SAMA section on Mosaic, triggering SAMA installation/delivery	Urgent
	Referral or signposting to Lincs 4 Warmer Homes / District	Standard

	Councils, Register with utilities Priority Services for heating costs	
Supported managing household budget better, maximised income, reduced expenses, learnt skills to avoid being scammed.	Benefits applications and debt support through referral to CAB <i>If CAB have a waiting list seek alternatives or CW undertakes</i>	Standard
Improved digital skills, better at using technology to stay independent	Supported to access local Digital Hub for courses, and Digital Offer/Connect to Support	Standard
Supported to find / stay in education, training, work.	Linked to DWP / Jobs 22, supported/empowered to engage	Standard
Been supported to live with combination of long-term conditions to maintain / improve quality of life.	Supported/empowered to move telecare to Mrs W name.	Urgent
	Access Response service if required	Standard

Onward referrals and equipment steps are completed during the home assessment if agreed, moving the case quickly forward. We arrange follow up visits/phone calls undertaking the other support activities identified in the plan. A copy of the support plan including agreed actions is provided if required, including sight impaired option.

Progress reviews and sign-off support

- Support progress is reviewed every two weeks, confirming what has been achieved as well as discussing difficulties achieving tasks, before agreeing how to solve remaining tasks.
- New support tasks are added if Mrs W raises them during support.
- Reviews are agreed jointly so Mrs W is in control.
- Once all activities are completed, the CW and Mrs W agree the outcomes have been met, signing off the support plan and formally ending the service.
- Details how to contact the service in the future are provided, including requesting follow up assistance regarding problems with onward referrals.
- Case reviewed by senior officer for quality assurance.
- Within a month after support ends, another team member contacts Mrs W, undertaking a feedback survey about her experience (for objectivity).

Risks to Mrs W if no WBS support:

- Debt leading to rental arrears, possible loss of home.
- Debt leading to arrears with utilities, credit cards, difficult paying general bills including food, heating/water.
- Potential increase in social isolation, linked to being a single person household and lack of employment.

- Mental Health/ overall health and wellbeing deteriorating due to stress of finances.
- Future falls if wellbeing deteriorates, impact on health.

2b	Service Model Scenario Two
<p>Referral through and received by:</p> <ul style="list-style-type: none"> • Parental / Self-referral via LCC Customer Service Centre (CSC) or online referral form. • Via a Trusted Professional (TP) referral through Mosaic to Wellbeing Service (WBS). • A Senior Case Worker takes Mr C's referral, making initial checks on Mosaic and assigns priority, allocating to appropriate Caseworker (CW) based upon suitability and availability. • CW manages case from assessment through support and sign-off, providing continuity, efficiency, and accountability. <p>Responding to Referral</p> <p>The CW familiarises themselves, examining referral information and Mosaic including any reference to capacity. Based upon this information, a home visit assessment is required for a better understanding of the situation.</p> <p>The CW rings Mr C introducing themselves, developing a rapport through:</p> <ul style="list-style-type: none"> • outlining why they have called based upon their referral. • checking Mr C is happy to continue. • explaining what we can offer and the process we undertake - managing expectations. • clarifying the information currently available, including relevant organisational involvement - Making Every Contact Count (MECC). • agreeing a home visit assessment - checking if he wants family present or involved and understanding his communication needs. • clarifying home ownership. • we assume Mr C has capacity to make all decisions considering the outline information provided. <p>Assessment & support planning approach</p> <p>Undertaking the assessment, the CW uses their skills to cover key areas identified from the referral whilst ensuring they fully understand the situation: -</p> <ul style="list-style-type: none"> • Keeping warm at home. • Developing social contacts. • Developing life skills. • Develop a healthy lifestyle. • Discuss possible scam issue raised in referral. <p>The assessment is person-centred including consideration of equality & diversity, splitting the assessment over a few visits, focusing on urgent needs first to keep goals manageable, or should several visits be needed to build trust.</p>	

They ask open, motivational questions so he feels in control.

The assessment is also strengths-based, focusing on his existing skills e.g. Use of the internet to find information. We identify people important to him who provide support including family, friends, agencies, or his GP. We celebrate his resilience and identify transferrable skills. The CW:

- clarifies heating concerns - Is it due to poor housing, no heating, unable to pay bills? If about finances, undertaking a simple check he is getting benefits he is entitled to. Understanding his finances using a simple income & expenditure review. Assume no finance issues but due to poor insulation and inadequate central heating.
- clarifies the home ownership situation as affects access to support heating the home as parents may have to claim.
- gently refer to his parents' concerns about his internet relationship, providing information and guidance if required on cyber safety; including ways to identify scams, and whether he feels exploited. As he has capacity, we would always respect his choices, supporting Mr C to be fully informed when making those choices.
- exploring what social contacts are already in place, establishing any hobbies or interests he has, to expand his social network. E.g. cooking classes and leisure activities through referrals to services such as One You Lincolnshire and introductions to local clubs.
- ensure that whatever we discuss and agree, it is what he wants to happen.

A jointly produced support plan including specific actions, assigned roles, and agreed priority. We do 'with' not 'for' Mr C, agreeing the parts he is confident doing or where we support him either just being there for initial calls or ringing on his behalf. Where we have pre-agreed referral pathways with organisations, we make the referral directly, continuing MECC (on Mosaic if the service uses it), always seeking specific consent from Mr C.

For monitoring purposes, we link the support plan to LCC's eligibility outcomes on Mosaic.

Support Plan Outcomes	Support Plan activities	Priority: Urgent, Standard, or low
Maintain home environment so it keeps me safe, warm, and well, reducing chances of accidents	Refer to Energy Efficiency Project run by City of Lincoln DC, plus seek grant funding to assist with costs for insulation improvements and to update the heating system	Urgent
	SHERMAN check for property safety with Mr C	Urgent

Supported managing household budget better, maximised income, reduced expenses, learnt skills to avoid being scammed.	Refer Pelican Trust or Connect to Support around managing internet scammers	Urgent
Learnt home management and life skills	Refer Social Prescribing for life home skills and social groups, and/or HAY Lincolnshire for social groups, activities, volunteering	Standard
Been supported to build better support network, social life, volunteer.		
Supported to live with a combination of long-term conditions to maintain or improve quality of life	Refer ONE YOU Lincolnshire for healthy eating, exercise	Standard
	Support Mr C to attend GP health check	Standard

Signposting/referrals/checks are made during assessment to quickly move the case forward. The CW visits, rings Mr C to undertake activities defined in the support plan, providing information in formats considerate to his individual needs, such as plain English. We work at a pace that suits Mr C, not overwhelming him.

Progress reviews and sign-off support

- Support progress is reviewed every two weeks, celebrating achievements while also discussing any difficulties achieving tasks, establishing reasons before planning next steps, and updating Mosaic.
- New support tasks can be added if Mr C raises them during support.
- Reviews are agreed jointly so Mr C is in control.
- Once all activities are completed, the CW and Mr C agree the outcomes have been met, signing off the support plan and formally ending the service.
- Details how to contact the service in the future are provided, including requesting follow up assistance regarding problems with onward referrals.
- Within a month after support ends, another team member contacts Mr C, undertaking a feedback survey about his experience (for objectivity).

Risks to Mr C if no WBS support:

- Lack of warmth in home causing future health problems.
- Lack of appropriate social contact affecting health and wellbeing.
- Long term health implications of physical inactivity and poor diet, leading to preventable issues such as diabetes and high cholesterol.
- Potential for financial abuse leading to inability to pay bills, unsustainable debt, and possible loss of home.

Working in partnership continues to be the cornerstone of our delivery of the Wellbeing Service (the Service) aims and most importantly service user (SU) outcomes. We are an example of positive partnership working, with 4 of Lincolnshire District Councils to successfully provide the Service across Lincolnshire over the last 6 years. This relationship between East Lindsey DC, West Lindsey DC, North Kesteven DC & City of Lincoln Council is a good practice example of collaborative working. It provides a blueprint for our general approach to wider partnership within the Service, focusing upon:

- Agreeing the common aim of meeting SU needs and outcomes at its heart.
- Establishing meaningful links from managers to frontline staff.
- Underpinned by a robust partnership agreement.
- Clarifying roles and responsibilities from the start.
- Regularly checking in to assess progress.
- Providing support if a partner is struggling.
- Being open and honest when difficulties arise.
- Viewing difficulties as a shared issue to resolve.
- Continually revisiting how we work together, for the benefit of customers and the community we serve, enabling service improvements.
- In line with this approach to partnerships, Make Every Contact Count (MECC) is within all staff's training, sharing LCC's commitment to reducing customers repeating their story and dealing with their query promptly.

We were grateful to LCC allowing us a dedicated partnerships and network team this last 6 years, mapping local services, and forging close working relationships. We now have a strong platform to move forward, with meaningful partnerships at all levels firmly in place.

We support LCC's 'whole systems' approach, recognising the Service aims interact and overlap with services found within health, adult social care, public health, district authorities and housing. We are one part of a larger puzzle used by the community and we can provide a responsive service and reduce duplication if we have an awareness for how it fits and how we can collaborate to provide a better service for those we serve.

Our understanding of 'whole system' focuses from an end user perspective. Through experience built from long term delivery of support services we know services users are less concerned with exactly which statutory service they deal with, a swift and hassle-free solution is of greater importance. Through our statutory delivery of services in Lincolnshire, we are uniquely positioned as key stakeholders ourselves, District Councils already engage with the 'whole system' with other key stakeholders including: -

- All other LCC strategic contracts
- Adult Care
- GP's
- Pharmacists
- Occupational Therapy services
- Fire & Rescue

- Learning Disability services
- Falls Prevention
- Hoarding
- MARAC
- Health services in acute and community settings, and for clarity
- Our own District Council services: -
 - Housing & Homelessness
 - Environmental Health
 - Housing Standards
 - Housing Grants
 - Good Homes Alliance

Building on the foundations of our existing Partnerships & Network Development officers, we commit to work with LCC to build the 'whole system' vision, with a view to streamlining the customer journey, and removing duplication.

Strategic partnering with LCC

Our Service Manager (SM) will agree the strategic direction for partnership working with LCC, developing an action plan with measurable objectives. They will initially lead on the key schemes specifically mentioned in the specification, before passing them to the Senior Compliance & Service Development Officer (SCSDO) once they are established.

Attending established working groups / forums to support the whole systems approach.

Resourced through the SM and SCSDO, we commit to convening and administering the Operational Effectiveness and Delivery bi-monthly meetings, key to embedding our aims. We will support LCC Public Health with administering the Quality-of-Life network, we're already linked with the Good Homes Alliance and Financial Inclusion Partnership and other networks outlined below, as well as actively engage with District Council's (of which we are 4) having excellent links with all Housing and Homeless teams. During mobilisation we will review our attendance at forums and working groups with LCC, to ensure our involvement provides the greatest benefit, especially all other strategic contracts LCC commission.

Active involvement with these partners ensures we promote wellbeing, prevention, and key messaging, following a jointly agreed approach benefiting the wider community. We will also gather frontline intelligence from the Service to inform these partnerships, providing insights into emerging needs, difficulties accessing services and areas of duplication. We have demonstrated this approach in the last 6 years, playing an active part in a whole systems response to several countywide issues including:

- Covid, repurposing the service within a week, meeting safety restrictions whilst ensuring we continued to deliver an effective and responsive Service. Our countywide reach enabled us to support the whole system, working with LCC, Districts and partners taking part in distributing food parcels, arranging shopping, organising prescriptions, and undertaking welfare checks.
- Flood response playing an active role within the wider Business Continuity Plan for the County, being part of the recovery support in line with the emergency response through identifying and supporting vulnerable groups

and individuals, initially for the response phase, before supporting households during recovery with relevant needs.

- Supporting dissemination of county-wide initiatives we regularly engage with Adult Social Care / Public Health campaigns including various Falls initiatives including distributing ferrules to reduce falls. We worked closely with LIVES in developing their approach, providing guidance learnt from our Response service.
- Fire & Rescue becoming a Trusted Referrer for their home safety advocate scheme. Our positive relationship led them inviting us to co-locate our response service within fire stations throughout the county.
- Neighbourhood Teams our support teams feed into their Frailty pathway.
- Our Communication & Engagement Officer will liaise with organisations, services, and initiatives to share information and take part in joint publicity and events which we have consistently done throughout the last 6 years e.g., sharing Facebook posts, stands at events.

Added Value our updated Compliance and Data Officer can provide Service data to be used within the whole system approach to understand trends, emerging needs, identifying gaps or blockages rectified by the Service, LCC and partners.

Strategic partnerships within WBS overseen by our SM and SCSDO, supported by the Senior covering the area of service maintaining the ongoing relationship e.g., Case Officers linking with LCES. We have established working practices but during mobilisation and beyond we will revisit and extend our focus on establishing clear partnerships with those organisations outlined within the specification with clear interdependencies including:

- Customer Service Centre (CSC) we will update the referral pathway into the Service, ensuring throughout the contract we receive appropriate referrals based upon analysis of data and feedback from staff.
- Connect to Support (C2S) using our knowledge and experience developed during our long-term delivery of the Service, we will provide content for our digital offer for their platform. We will review content with LCC and C2S at least every six months, ensuring information remains relevant and up to date.
- Adult Social Care (ASC) already a Trusted Referrer, we will engage with ASC to create a template for use in our longer-term approach to developing TR's. We will also review how we work with ASC to ensure we work together to meet the needs of SU's and meet LCC's wider aims.
- Trusted Referrers (TR) will follow on from the work with ASC, initially focusing on LCC's strategic contracts including Carers Service and One You Lincolnshire but will also consider the feasibility of engaging with services who may not already widely use Mosaic such as Social Prescribing, Hospital Discharge teams and ULHT, further promoting our 'whole system' vision.
- LCES we will immediately work with LCES to map our access to the equipment system, clearly defining the parameters for the use of this service. We will also ensure all relevant staff receive training to use the system, prior to 1 October.
- Mosaic, building on our existing positive relationship with the team, we will initially map out the required changes to the existing workflow, before providing a comprehensive breakdown of the data points and process

requirements, significantly reducing the work of the Mosaic team, but also ensuring the workflow follows the requirements of the service, and provides all data for performance monitoring, quality assurance and service development.

Retail Offer meeting community needs and service sustainability We are keen to utilise these existing strategic partnerships to expand our offer as outlined within our Social Value method statement point 7.7.

Onward Referral / Signposting the Senior Case Officers and Senior Compliance & Development Officer together will develop and maintain ongoing links with partners we regularly refer into, including those mainstream health, wellbeing, and lifestyle services outlined within the specification 3.8.8, ensuring smooth outward referrals where customers outcomes are effectively met. They will:

- maintain clear referral pathways, ensuring the teams are aware of services across the County.
- develop the Public Health knowledge to support local campaigns / initiatives, ensuring all staff undertake MECC.
- explore ways joint working could be developed at frontline level e.g., shared resource, undertake checks on behalf of other agencies.

Added Value our updated quality assurance framework will see us contact those we supported, twice after exiting the Service to establish if customer outcomes have been achieved by the Service, enabling improvements in our delivery, whilst also identifying difficulties experienced by onward referrals raised with partners, LCC and forums, seeking collaborative solutions.

Benefits of this partnership working

We recognise the success of the Service is reliant on effective partnership working, both from referrals into the service, as well as seamless outward referrals, giving confidence to all involved, they will be dealt with effectively. Undertaking all levels of partnership working outlined above will ensure those we support receive a high quality, responsive service, which seamlessly interacts with complementary services, helping customers achieve their wellbeing outcomes.

We also recognise the limited resource available within the County and how our 'whole system' vision will reduce service duplication, through resource collaboration, and identifying complementary activities to meet SU's needs. Examples of joint working opportunities to meet wider community aims we have identified are:

- Explore working with CAB and the Financial Inclusion Partnership to utilise their approaches to financial assessments, with a view to either promptly completing the work with the SU, or to gather all relevant information prior to an onward referral, through a new TR pathway.
- The prevention of falls through upskilling our Responders to complete a set of observations when attending non-injury calls, could assist with improved patient care by GP's and other NHS colleagues, through providing data to help identify the root cause of the falls.

Examples of our approach to partnership working in Lincolnshire is available on Mosaic cases 3576690; 3562028; 3573195; 601016; 443038 and 3552681.

Risks to collaborative working	
Challenges / Risks	Mitigation
Willingness of other organisations to work together / Silo working	We will take a lead role through the establishment of Trusted Referrers, demonstrating the benefits of partnership working through positive outcomes for SU's. Promote our 'whole system' vision, reducing duplication, and improving SU journey, evidenced by our quality assurance work. Agree an engagement strategy with LCC to make sure we work with key stakeholders at the correct level to facilitate effective collaboration.
Different cultures leading to conflicting approaches	Initial work from our team to positively understand and articulate different cultures, approaches. Identifying the common aim between partners and how each organisation uses its strengths to meet this. During periods of conflict revisiting this understanding of cultures and aims to refocus. Ensuring LCC get buy-in from partners, support to resolve conflict.
Not undertaking fair share of the work	Agreeing roles and responsibilities at start and limitations each side has due to resources. Raise at management level if persists. Ensuring LCC get buy-in from partners and support to resolve conflict.
Cherry picking easy cases	Agreeing SU types that each organisation can work with at the start. Raise at management level if persists. Ensuring LCC get buy-in from partners and support to resolve conflict.
Duplicating	Regular reviews of partnership working with key stakeholders to ensure we avoid mission creep, leading to a return to duplication.

4	Staffing and Management of the Service
<p>Wellbeing Lincs is a partnership of 4 Lincolnshire District Council's as outlined at Appendix 1 here. Changes to our existing staffing structure is required as detailed within the attached structure chart. Operational management remains with the Service Manager, and our Management Board will continue to provide strategic oversight and direction.</p>	
Service Role	Required Qualifications, Skills, and experience
Service Manager has operational control of WBS service, reporting to Management Board, providing assurances and progress reports, and actioning their strategic direction. Line managing all Senior Officers, responsibility for performance, budget, resources, and	Degree level in relevant subject, Minimum 5 years managing support related services

service quality. Liaises with LCC on contract management and whole systems partnerships.	
Senior Case Officers manage assessment, support and Small Aids & Minor Adaptations services including line management of case officers and equipment team. Evaluating all referrals before allocating to appropriate case officers, monitoring case quality and performance via Mosaic. Liaising with outward referral partners.	Level 5 Health & Care related qualification 3 years support related work.
Wellbeing Case Officers split in two teams covering North & South of the County, completing the strengths-based assessment, and supporting customers to meet their identified outcomes.	Disabled Living Foundation (DLF) Level 3 Trusted Assessments. Minimum 2 years in support related services
Assistive Equipment administrator allocates equipment installation cases received from case officers via Mosaic, managing charging customers. Responsible for maintaining and ordering stock.	2 years administrative experience
Assistive Equipment Installer installation of equipment identified in customers support plans. There is scope to expand this role as part of our retail offer.	Level 2 Installation 2 years' experience installing assistive equipment or in home improvements sector
Senior Compliance & Service Development Officer line manages business support officers, including general administration, contract compliance and data analysis focusing upon service performance and quality assurance data. Assisting Service Manager with the development and maintenance of the Digital Offer, Trusted Referrer, and Strategic Partnerships elements of contract delivery.	Level 5 Health & Care related or Manager qualification. 5 years' experience within related services
Compliance & Data Officer responsible for collating monthly performance data; analysing data from Mosaic and external sources, providing information on wider trends, identifying gaps in provision and opportunities for service development, including development and maintenance of the digital offer.	Minimum level 5 qualification in data analysis or 2 years' experience in a similar position including database management / analysis
Communications & Engagement Officer manage communications and service promotion, attending events, collating, and updating digital offer content, website creation, plus linking with key partners and referral organisations.	3 years' experience in similar role, understanding of support sector
Business Support Officers provide administrative services primarily to senior officers and case officers including correspondence to customers such as information required in support plans	2 years administrative experience
Senior Response Officer line managing responders, setting rotas for teams/locations ensuring full coverage of County. Responsible for monitoring individual	Level 5 related qualification, or a

responder performance, quality assurance, customer satisfaction and identifying opportunities for development of the Responders service.	minimum 2 years' experience
Responders attend customers' homes following an alert from telecare provider. Trained to use dedicated equipment assisting customers after suffering a non-injury fall and carrying out safe and well checks.	First Aid, Manga equipment plus lifting and handling

Recruitment

Focuses upon competency and values. Our interview process uses real life scenarios and tests for practical evaluation of skills and experience, with customers on the interview panel when possible. We practice safer recruitment, checking right to work, DBS and reviewing at least 2 references.

Induction & Training

All new staff undertake an in-service induction, completing service essential training (in line with 3.9.6 of the specification) including comprehensive e-learning packages LCC safeguarding and Make Every Contact Count. Staff also shadow existing officers in their role, and the wider service. Training is monitored within the team ensuring regular refresher courses and promotion of development, specialist interest training. We plan to introduce a Wellbeing Lincs qualification package, developed with a local college/university, tailored to our staff teams, covering contractual training requirements including Trusted Assessment and Equipment Installation.

Retention

Staff are fully supported by a clear line management structure receiving regular supervision and annual appraisal/personal development plan. Regular staff meetings and Teams as an informal communication portal promote a supportive team-based culture for staff working remotely and alone in the community. Each District provides pay above local rates, generous leave, excellent pension, and terms/conditions including a generous Employee Benefits scheme. We are proud of retaining many of the staff from when we took on the contract 6 years ago, providing progression from support officers to Seniors.

Safeguarding

All staff undertake LCC's safeguarding e-learning training. We have robust safeguarding processes including an extensive policy with clearly defined reporting pathways. Our Service Manager is undertaking a master's degree in leading safer organisations through Lincoln University, enhancing our understanding. Safeguarding alerts/concerns are immediately referred to Senior Officers who liaise with LCC Adult Safeguarding. All Safeguarding incidents are monitored by the Service Manager and reported to LCC within contract management reports.

Capacity management

We have demonstrated we respond to changes in demand through Covid and refugee assistance. Capacity and flex are managed by:

- our staff resources always include cover for holidays/sickness.
- utilising annualised hours and part timers happy to take on extra hours whilst we recruit.
- robust absence management processes minimise sickness cover so spare capacity focuses upon demand fluctuations.
- caring/supportive management promotes flexibility from our staff in meeting sudden changes.
- access to wider support by secondment/acting up for senior roles through our District's wider pool or using interims to manage workstreams, freeing up senior staff to support customer/frontline issues demands.
- going forward, we propose a staffing contingency fund within the contract, administered with LCC agreement to enable temporary increases in staffing when required.

Geographically we –

- have North and South teams for assessment/support and Responders based within 3 locations throughout Lincolnshire.
- regularly monitoring referral data by location, moving staff to meet need.

Recruitment is based on geography, with working from home available.

5

Demand Management

Wellbeing Lincs has provided the Wellbeing Service (the Service) countywide for the last 6 years, repeatedly meeting higher than expected demand, demonstrating our ability to adapt to successfully provide sufficient capacity, while retaining service quality. Our District Council (DC) partnership approach was based upon prudently managing the budget early on to deal with the inevitable annual increase in staff costs. We have an open partnership approach with the commissioner around financial and capacity management issues and will continue to maintain this going forward, welcoming the open book accounting approach required. When difficulties have arisen, we have always found ways to rectify those within a reasonable period. We successfully dealt with the following changes:

- increasing the demand from 6,500 to 10,000 customers over 6 years.
- providing fair geographical spread whilst also considering areas of high demand e.g. urban centres including Lincoln.
- moving to telephone assessments, support due to Covid. We learnt customers responded favourably to initial telephone interactions, reducing dependency, whilst responding quicker to demand and queries. Conversely, increasing performance of the response service returning to office bases.

Going forward, we see the following strategies in managing demand:

- development of the digital offer providing an opportunity for assessment/generic support whilst promoting customers own management of their issues. We will be exploring the use of an App to access support and video tutorials, offering 'how to' guides for key issues our customers encounter. This may be used with Trusted Referrers in providing initial support during periods of high demand.

- Administering and attending the Service Operational Effectiveness and Delivery bi-monthly meetings will provide a 'whole systems' approach to tackling difficulties encountered by the service e.g. when more support is required due to lack of resource or blockages within other services. We can seek a 'whole system' solution, ensuring cases are dealt with by the most appropriate service, in the first instance.
- Embedding partnership working within all areas of WBS delivery and seeking where we can share resource and reduce duplication.

Operating Geographically

From the outset, we were, and remain determined all residents within the county have easy access to all aspects of the Service. Frontline core services will remain split between North & South teams based with East Lindsey and North Kesteven District Councils utilising the insight and local knowledge of these organisations. We also promote agile working for our workforce, meaning when feasible staff work from home, throughout Lincolnshire. This also aids budget management more effectively, reducing unnecessary travel and staff time costs, enabling savings to manage surges in demand. Our DC partnership also ensures geographical reach and access to resource e.g., using council properties. Staffing deployment is regularly assessed against demand across the County, with both North & South teams working together to ensure busy areas are adequately covered.

The Response service is the only office-based aspect. City of Lincoln Council will continue to receive Response service requests from telecare providers, while the actual responders will be located at 3 instead of the existing 4 fire stations. Officers will work from Lincoln North, Spilsby and Billingborough, providing the best coverage of the county to ensure we meet the 1-hour target response. We currently operate a 3 x 8-hour shift pattern; however, we will test the feasibility of 2 x 12-hour shifts during mobilisation, to simplify scheduling of staff, as well as the possibility of further efficiencies for LCC (Lincolnshire County Council).

We are mindful of fluctuations in population caused by migration into the County either permanently or through tourism, as well as workers supporting the farming industry. Our combined case officer role will also allow better preparation for high demand between January and March, which since Covid, has been by far the busiest time for referrals, mainly triggered after family visits to elderly relatives over Christmas.

Demand Management

We will continue to use available data to predict service demand levels, allowing effective resource planning. Analysing referral data each month will allow us to identify emerging trends quickly. Sharing this data with LCC and key partners will also aid our 'whole system' thinking. Our Compliance & Data Officer will also produce monthly reports to monitor demand split by demographic markers such as:

- Location
- Age
- Referral source
- Referral route, and
- Onward referrals.

We are happy to work with LCC to fine tune the data provided.

Assessment & Support cases are overseen by 4 Senior Case Officers, who work as a coordinated team to maximise our ability to effectively manage demand fluctuations. Referrals will arrive to a single point in Mosaic monitored by the Seniors, who will prioritise cases before allocating to the most appropriate Case Officer based on location, capacity, and expertise in outcome area. Additionally, when recruiting to vacancies in the team, case demand profiling will be used to recruit officers in areas with greater need. Streamlining processes as described in the Service Delivery answer will enable us to monitor staff performance and workloads more effectively. Case officers will have clear targets, based on continuous productivity analysis.

Small Aids & Minor Adaptations are also managed by a Senior Case Officer. Referrals from Case Officers will continue to be received through the Mosaic workflow we designed with LCC. We will continually monitor demand for equipment, to ensure we hold stock of most used items. We will also use approved contractors to cover periods of high demand. Our retail offer could also assist managing high demand by funding additional staff.

Our Response Service moving to 3 localities helps manage demand more effectively, allowing increased staff coverage for each location, using annualised hours contracts for some responders so we can deploy extra resources to cover periods of high demand.

Our contract price includes the cost of cover to meet demand considering holidays/sickness and we will continue to recruit within specific localities, ensuring cover for the whole county.

The Additional Volume Payments

While we welcome the clear approach to additional volume payments in the specification, we also recognise budget constraints in the public sector, being local authorities ourselves. As such we expect this mechanism to only be triggered to account for deliberate increases in service demand, e.g. targeting new customer cohorts, through longer term budget provision.

Review and Amend Service Eligibility

Being able to amend eligibility for the service is a welcome addition to the specification. Our approach will be to link this to our priority rating (RAG) system, and the digital offer. Any restriction for entry to the service would be identified through robust data analysis of the lowest level priority of referrals. Having a robust understanding of what needs customers are entering the service with will allow us to develop self-support solutions and referral pathways, so these needs are still met, without them needing our full service. We will also engage with the CSC (Customer Service Centre) in the continuous development of the triage process they complete, as all elements need to work together.

We also suggest LCC consider setting aside an additional Service Flex fund, used only to increase front line staffing in the short term, should urgent additional demand

need to be directed to the service, such as has happened in recent years with Covid and Refuge support, allowing development of longer-term changes, without negatively impacting our main customer cohort.

Working with referrers to support those with highest needs

We will develop the Trusted Referrer (TR) cohort, agreeing joint working strategies to support those with high needs, including sharing training and knowledge with TR organisations. We will monitor referrals by TR organisation, working with those where we identify inappropriate referrals, using individual TR discussions and the WBS forum to support this. We are proposing a RAG rated system to help us focus on supporting those with highest needs - see outline below - and propose sharing this with TR organisations to support initial assessments. We will also redesign our website to include a distinct area for professionals to access guidance on Wellbeing related needs, and other useful resources, such as useful web links, data repository and a whole system map.

Waiting List Management / Prioritisation

Priority will be assigned to cases as they are received via the Mosaic system. An outline of our priority system is: -

- Urgent Needs (Red) 3-Days – We expect the most urgent needs to focus on the provision of assistive equipment, for example the service user has had a recent injury or is immediately at risk of an injury if the equipment is not provided in a timely manner. We will use the mobilisation period to develop specific criteria with input from LCC and other key stakeholders.
- High Needs (Amber) 7-Days – Will include service users who have had a significant change in circumstances, directly impacting their ability to remain safe at home. Needs will include, but are not limited to, the loss of a spouse or significant other, leaving the service user unable to manage finances or household tasks such as cooking and cleaning.
- Standard Needs (Green) 21-days – Will be all other cases received.

We do not foresee the need to have a waiting list.

6	Quality Assurance and Outcome Monitoring
<p>As the current provider of the Wellbeing Service (the Service), Wellbeing Lincs (WL) have ensured throughout the last 6 years robust quality assurance, performance management, outcome monitoring and data analysis has been in place. We used this information to provide open and honest interactions with LCC, helping us to shape the service whilst providing assurances we have managed all aspects of the Service effectively and to a high standard. Notable highlights of this work include: -</p> <ul style="list-style-type: none">• Effectively managing the previous complex mobilisation, minimising its impact upon customers and staff. During the transition we identified difficulties bringing the workforce into a cohesive team, subsequently developing a programme of workshops designed to ‘change hearts and minds’ creating our Wellbeing Lincs identity.	

- Collaborated with LCC to develop the current Mosaic workflow, using our expertise and knowledge to produce a comprehensive case management facility, used as a template for other strategic contracts commissioned by LCC, providing a robust data set used to generate a wide range of regular reports to aid in contract compliance, quality assurance, trend analysis plus identifying service development opportunities.
- Undertaking active promotion of the service to younger age groups to ensure equitable access as the service had a strong older person bias. We engaged with LCC to ensure younger cohorts, such as those exiting Learning Disability services with wellbeing related needs, had equitable access to the service. We have also used social media channels to broaden our reach, redesigning our published service information, so age related eligibility criteria were not listed first, following feedback suggesting this had dissuaded some customers under 65 seeking assistance.
- Analysis of referral data showed variations in numbers from District Councils. We took a proactive approach to improving engagement within District's and their range of departments including creating service level agreements to promote smoother referrals. This led to a marked improvement in District council referrals and positive partnership working.
- Using data from the Mosaic system to monitor productivity down to individual officer level, providing support during staff supervision to ensure we meet our KPI targets, including number of assessments completed each week, case closures and response cases.
- Using data over the life of the contract to ensure equitable delivery of the service across the County, including age, gender, outcomes, and other population comparisons.
- Using specialist software to improve the placement of Responder bases across the county to ensure we were best placed to meet the KPI. We chose locations based upon the ability for the entire county to be reachable within 45 minutes as well as allowing for overlap between each base's response area to account for when responders are already engaged.
- Monthly analysis of referrals has identified seasonal trends in referrals – with quarter 4 consistently our busiest time. This allows us to project and anticipate volumes over the year and put in place adequate staff cover.

Quality Assurance Framework

Our approach to quality assurance will focus on several key areas: -

- Robust quality & performance monitoring by our team of Senior Officers
- Extensive data analysis
- Customer Feedback
 - Customer satisfaction surveys on exit and after 1 month of leaving the service.
 - Friends and family feedback
 - Establishing a customer forum
- Key stakeholder feedback

Quality & Performance Monitoring

The Service Manager will line manage the Senior Officers who oversee the specific aspects of the Service:

- Senior Case Officers will line manage the Case Officer teams detailed in the staffing structure provided. Each Senior will monitor cases for equitable delivery, performance against targets, quality of service, as well as service development opportunities. Quality checks will include a review of electronic records for each case on Mosaic, checking details of assessments and support plan, against the reason for referral. Case notes will also be reviewed to ensure they are clear, concise, and factual. The final steps will be to review outcomes, discussing any issues identified during formal staff supervision meetings.
- A Senior Response Officer will review every response case confirming a Call-Out report has been completed after every activation of the service. The contents of the reports will also be checked to ensure they are accurate, concise, and factual. Performance against the response target will be confirmed, as well as monitoring frequent users of the service, escalating the case for further involvement from the Service or by engaging with referral partners such as Adult Care or NHS if the customer's needs are outside the scope of the Service. The Senior will engage with CofLC who provide the monitoring element of the response service, including recording the data required for our KPI report. Alongside this, opportunities for development of the service will be explored by the Senior officer, for consideration by Management Board and LCC.
- A Senior Compliance & Service Development Officer will oversee Business Support Officers, Communications & Engagement Officer, and the Compliance & Data Officer. Integral to our quality assurance approach, the team will be responsible for analysing the wealth of data gathered in Mosaic, as well as coordinating customer engagement processes, detailed below.

All staff will attend regular team meetings once a month, hosted by their respective Senior Officer. Officers will also undertake formal staff supervision sessions, at least every 6 weeks, during which issues with individual performance can be discussed and rectified, with support provided as needed. We will also organise a full-service meeting at least every 6 months, focused on building positive working relationships across all teams, while also providing time to explore service development opportunities as a whole service.

The Senior Compliance & Service Development Officer will oversee the digital offer, website, promotion, communication, and strategic partnership working, including developing and maintaining Trusted Referrers. They will work with the Service Manager who will provide strategic direction for our engagement with partners including specific forums including all those outlined within section 3.8 of the specification. This work will be monitored through data analysis, demonstrated through the digital offer and website, plus attendance and feedback at specific meetings, outlined within our quarterly contract management report.

Our Compliance and Data Officer within this team will undertake:

- Collating all our data - Performance and quality assurance - into meaningful reports under the direction of the Senior Compliance and Engagement Officer, and Service Manager, with input also welcomed from LCC.
- Creating and maintaining systems to collect and analyse the data required within the specification so it can be presented in the format preferable to LCC

as currently provided within our monthly updates and quarterly performance reports. They will continue to work closely with the Mosaic team during mobilisation to ensure we can undertake the reporting requirements as outlined within the specification (3.16 / Section 8) including the new eligibility outcomes.

Data Analysis

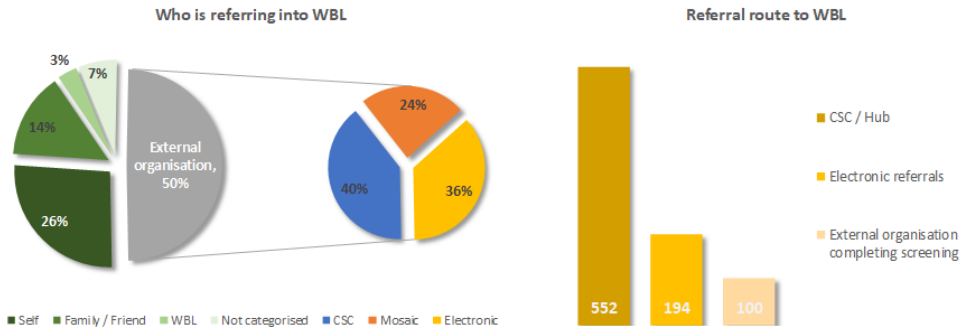
We will continue to use the Mosaic system for the management of our core case work, including assistive equipment.

Our Compliance and Data Officer will undertake all performance and data analysis for the service. Linking directly with the LCC Mosaic team. We will populate the full data return every month, along with additional analysis to aid service development. An example of our reporting outside of the monthly performance return such as a geographical insight would include: -

- Coastal deprivation (East Lindsey Coast) influences referrals. The top 4 wards by referral frequency are on the east coast (Mablethorpe, Scarbrough & Seacroft, Chapel St Leonards, and Winthorpe) all areas of high deprivation. The east coast also makes up the majority of the top 10% of wards by referrals per 100,000 of the population.
- As well as the east coast, the heat map (GIS) has highlighted urban centres with higher population densities such as Lincoln, Grantham, Boston, Sleaford, Gainsborough, Louth, and Spalding as high referral areas.
- In regard to Responder base placement the primary objective was to enable 45-minute coverage of the entire county by available fire stations to base from. This was achieved by locating three bases Lincoln North, Spilsby, and Billingborough (these are also advantageous as they result in a relatively even split of customer residences 29%, 34%, and 37% respectively). We will retain these three bases for the updated 1-hour target.

An example analysis of referrals each month: -

Who is referring into WBL? (Mar '24)



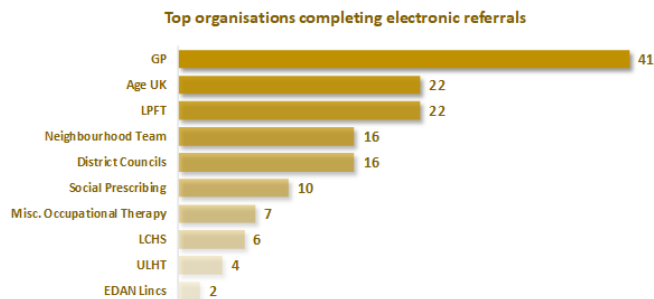
Overall, 33 different organisations referred in this month; one less than last month.



Overall, 28 different organisations referred through CSC in this month; one less than last month.



15 different organisations used electronic referrals this month; three more than last month.



28 external organisations completed screenings this month; four less than last month.



Customer Engagement & Feedback

The fast-moving nature of the Service does present challenges with offering service involvement which traditionally rely on static customer groups (allowing forums or resident meetings). In line with our current practice of quality checking as cases occur, we will be undertaking a rolling programme of customer, family or friend feedback as cases are processed. This ensures we are seeking feedback from as many of those we support, close to when they experienced the support. We then will allow some time for customer reflection after using the service to consider its impact on their wellbeing: -

- When a Wellbeing case is completed, the service user will be asked to complete a satisfaction survey. We will review our current process during mobilisation with a view to receiving feedback from as many people as possible. Engaging with LCC we will reduce the number of questions asked, focusing on key points at point of exit. The short survey will be left with the customer in paper form, telephone call or if appropriate in electronic form. It will cover the Service Experience Outcomes at 4.3.7 in the specification which define the fundamentals of how we should be providing the service, undertaken, or received by another of our staff team so that we receive an honest response from customers.
- As the service often includes signposting or onward referrals, approximately 1 month after cases are completed, we will introduce, with input from LCC, a follow-up survey to understand if the service achieved its aims, allowing continuous learning and service development, whilst ensuring onward referrals such as benefit claims have been completed.
- We will also look to develop a longer term check in with customers, after at least 6 months, with a slightly different focus, for example, ensuring equipment provided is still suitable, checking if the response service is still required or if a significant change in circumstances has taken place impacting the service user's ability to remain safe at home.

Family & Friends Feedback

Obtaining the views of family and friends of the service user, involved in the case, either as referrer or supporting the service user while they accessed the Service, can be of great help in ensuring our service delivery matches expectations. We are also more likely to receive constructive criticism from family and friends, on the service provided. During mobilisation we will establish an electronic feedback mechanism for family and friends, enabling fast and effective evaluation of our service, providing clear evidence for service development.

Key Stakeholder Feedback

Trusted referrer organisations, along with all professionals referring to the Service will be asked to complete an electronic survey a minimum of once a year, seeking feedback on several key areas: -

- How well our staff interact with their organisation.
- Evaluation of the service against our key aims.
- Suggestions on service improvements based on their experience, and

- ways we can improve links and joint working.

As with all our feedback processes, input from LCC will be welcomed when developing the key stakeholder feedback system.

Presenting findings

We will collate responses to these surveys providing quarterly reports which will include trend analysis and proposed actions to address direct concerns or improve specific satisfaction scores. This will be provided to LCC as part of our contract monitoring meetings. We will also provide a customer friendly option, using formats such as 'you said - we did', published on our website and communicated across our social media platforms.

It is within this area that we can support specification point 4.3.8, supporting LCC with undertaking wider surveys with our customers.

Other ways we seek feedback is through:

- Noting direct interactions with customers as we undertake the Service. Our frontline staff will feedback about customers frustrations, difficulties, and happiness about the service they received, wider services and support system. Senior Officers raise within team meetings, supervisions, or informal line management discussions these comments and they inform service improvements. We will seek to find a way to gather these more formally as they typically provide the most invaluable insights as demonstrated by the retail offers, we are proposing for the aids & adaptations element of the service within Q7 section 7.7.4, suggested as a direct result of these types of discussions.
- Related to above, our staff attending promotional events also gather information from their informal chats with the public about what they are wanting from services or difficulties they have encountered.
- We will also introduce an annual staff survey, giving staff the option of voicing their opinion of management, service operations and enabling them to feed directly into service development.
- We will continue to provide customers with the formal way they can make a complaint if they are unhappy with the service we provide, with each District managing that process within their own compliant teams, coordinated by the Service Manager. We will collate all formal complaints and undertake an annual analysis, providing actions plans if themes emerge. All service user feedback will be included within our quarterly contract monitoring meetings and a public friendly summary displayed on our website and through social media.

Contract Management

The Service continues to be overseen by our experienced Service Manager, ultimately responsible for all aspects of quality, performance, and continuous improvement. He will be the main contact for all contract requirements from LCC, while also being the operational link to our Management Board, who have overall

strategic responsibility for the service. Management Board provides governance and oversight of Wellbeing Lincs, agreeing improvements recommended by the Service Manager. Monthly performance meetings will be held by the Service Manager with the Senior Officers to address any issues identified within their teams, while also being the conduit to implement system changes required as part of our aim to continually develop the service in partnership with LCC.

As part of our delivery of the Service since April 2018, we have deliberately adopted an open and honest contract management relationship with LCC, as commissioner of the Service. Actively celebrating higher than required performance, but also not hiding from underperformance. We acknowledge it is possible to learn from both positive and negative issues, with the aim of ensuring the needs of our service users are our main priority. The approach has also allowed us to build high levels of trust with LCC, with a view to continuing our strategic partner relationship.

Additional considerations

Meeting the requirements of specification 4.3.22 as District Councils, we already have the required policies, strategies, and protocols in place, that are updated as good practice and legislation changes, to deliver a safe and effective service for both staff and our customers including Safeguarding children and adults, Mental Capacity, Equality & Diversity, Health & Safety, Business Continuity Plans, Human Resources, Data Protection, Confidentiality and Complaints.

Customers receive our Service Information (web link or leaflet) at the start of support outlining the service we provide, the standards they should expect from us and how they can complain. Confidentiality is included within the leaflet and our paperwork and discussed with customers throughout their support, with consent sought to share information and explanations of how and when we share their information. Copies of all our relevant policies will be provided on request during mobilisation and privacy notices are updated on all Council websites.

We already consider supporting communication needs in line with specification 4.3.5, within our assessment including providing large print, picture format and using interpreter services if required. We also engage friends, carers, or other agencies to help us improve our communication with the individual as they can provide guidance on ways to best engage. We will consider the Accessible Information Standard and work with referral organisations including LCC's Learning Disability Team to support them to become a Trusted Referrer and guide us in the most effective ways we can engage with their customers.

The revised contract is an opportunity to improve these aspects, so we fully understand and can improve the customers experience, ensuring we meet LCC outcomes requirements.

We are proposing changes to our service model, including restructuring the workforce, reflecting the changes to the service detailed in the specification, while ensuring a cohesive approach to the entire service delivery, using the staff's skills

and experience to support each aspect. There are also clear lines of accountability for each service area around quality and performance.

Wider 'incident' issues related to staff, customer and stakeholder feedback can provide us with information about the quality of the Service and how we can make improvements. These incident reporting mechanisms are within all districts and include Safeguarding concerns, Health & Safety incidents including near misses, Data Breaches, and Equality & Diversity concerns. We propose working with staff teams to ensure staff actively raise and then note these incidents, providing a full picture of how the service is affected by these incidents. We will provide an annual summary including analysing common themes or trends where service improvements could be implemented to the Management Board and LCC within contract monitoring meetings. Internal audits and inspections undertaken, and which include the WBS will also be included within this report in line with specification point 4.3.13.

7	Social Value and Sustainability
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Wellbeing Lincs, a partnership of District Councils, have a legal responsibility to prioritise corporate social responsibility within their operations, recognising the impact on both the local community and broader society. Firmly committed to ethical practices, environmental benefits, and social welfare, Districts include climate and sustainability impact assessments within work streams, projects and engage with countywide initiatives including Home Upgrade Grants and the Good Home Alliance. This is supported by Elected Members, Corporate Management, and all frontline staff. Examples internally and externally include:

Environmental: all Districts are committed to achieving net zero by 2030 with specific plans in place including digital first approaches to service delivery reducing travel, supported through: -

- Digital Hubs offering training to all.
- Energy reduction schemes within offices.
- Electric car leasing / corporate vehicles.
- Encouraging car sharing.
- Cycle purchase schemes.
- Office based recycle schemes and reducing printing.

Social: all Districts are actively involved in local and countywide initiatives supporting community cohesion and offering small grant funded schemes. Staff are provided with employee benefits including healthy living / wellbeing support.

Economic: all Districts are local employers of choice, offering: -

- excellent employment packages
- enhanced training & development benefiting the individual and wider locality.
- building local skills, knowledge, and apprenticeships in all areas of operation
- an Ageing Friendly and Disability Confident Employers, supporting staff with disabilities, health issues and caring responsibilities to remain within work.

- committed as large local employers to purchasing services and products from within the local area.

On top of the wider social value benefits all Districts offer within their corporate responsibility, we propose providing the following measurable benefits delivered directly by Wellbeing Lincs:

- Employability
 - We will consider apprenticeships when recruiting to vacancies throughout the life of the contract, within administration and equipment installation roles. Working with local educators, encouraging older people/retirees, carers and mothers returning to work, providing them with the specific support they need to achieve this.
 - Offer a recognised qualification to our staff team in providing our core support work with local universities or colleges.
 - All staff will be offered a volunteer day each year, prioritising initiatives within Lincolnshire with a community focus. Based upon our proposed staff structure, this could result in over 60 days a year, without impacting service delivery.
- Increased provider resilience
 - In line with the apprentice scheme above, we will offer work experience opportunities throughout the service, linking with schools, colleges, the DWP and other relevant stakeholders.
 - By providing volunteer opportunities which enhance service delivery whilst offering genuine opportunities for volunteers to grow in confidence e.g., peer support, handyperson help, administration tasks or undertaking activities meeting LCC's wider aims.
- Building healthier, safer, more resilient communities through the provision of a specific fund of £5,000 a year for the life of the contract. Funded from our retained profit element, set aside since 2018, we hope to partner with a local grant administrative body during the mobilisation period, making the fund available from 1st October 2024. Offering small grants to community groups in Lincolnshire, supporting wellbeing aims. We will consider increasing the fund through profit generated from any future retail offer developed with LCC.

Our aim is to offer social value meeting the wider aims and initiatives LCC are seeking to achieve. Reporting on the social value achieved within the contract will form part of our Annual Report. The key measurables being the number of: -

- apprenticeships started, completed and staff retained.
- qualifications completed, developed with our involvement.
- volunteer days given by our staff and offered within the service to the community.
- work experience placements provided.
- Community grants distributed and schemes undertaken.

Income generation initiatives leading to sustainability, provider resilience and building capacity

We are keen to provide a 'retail offer' complementing the WBS aims. Those we support have made us aware of difficulties they encounter wanting small jobs around the home and garden, help moving furniture or the practical effects of dealing with hoarding. We welcome the opportunity to work with LCC to test the feasibility of a retail offer, where it would fit from a whole system perspective, tackling difficulties instead of replicating services already available.

We are keen to explore technology available assisting those living with dementia and engaging with those seeking assistive equipment for the first time, who may not be eligible for the core service, but who have engaged with other services in Lincolnshire. Examples include:

- Linking with Districts as part of their DFG work, giving fast access to stair lifts.
- The Lincolnshire Good Home Alliance providing access to equipment in an ethical way that also reduces the risk of vulnerable customers being taken advantage of.
- Expanding the Response service:
 - providing chargeable short term respite responder support, including regular calls to individuals whilst family are unavailable due to holidays or for medical reasons.
 - to Councils bordering Lincolnshire, such as North East Lincolnshire or to social housing providers. Charging slightly above full cost recovery to support central management costs, and aiding capacity management.
- Within our Aids & Adaptations service –
 - offering minor home maintenance activities including fitting shelves, flat pack furniture assembly, fixing small tap leaks etc.
 - providing a specific furniture moving service and decluttering homes, something that is much needed in Lincolnshire and can influence recycling.
 - collecting assistive equipment no longer required, with a view to recycle the equipment or work with LCES to return the equipment, if it was provided through their scheme. Some Lincolnshire Districts already collect items such as stair lifts, and our intention would be to compliment these services, not duplicate.
 - use our skills and resources to help LCC and trusted partners test technology aimed at helping vulnerable adults remain safe at home.

Profits from any retail element developed with LCC would be used for the benefit of Lincolnshire residents through our Social Value offer, or by supporting delivery of the core service, determined by our Management Board in consultation with LCC.

8	Service Mobilisation
<p>8.1 As incumbent provider of the current contract, Wellbeing Lincs do not have to consider aspects outlined in the question within our mobilisation plans, such as transferring staff, data, or assistive equipment stock. However, the revised contract requires what we see as positive changes to the current service delivery model that we are excited to implement. We will use the mobilisation period from mid-June to the end of September 2024 to work with our staff, LCC, Connect to Support and the Customer Service Centre to make necessary changes as outlined in detail within the attached Mobilisation Plan including:</p> <p>8.2 Internal changes</p>	

- Formal staff consultation with current Wellbeing Lincs staff team to agree the new team structure including new roles, line management changes, formation of a new team, as well as a reduction in total staffing numbers managed through robust change management process including officer redeployment options within the partner organisations, voluntary redundancies where feasible, with a view to minimising the possibility of compulsory redundancies. Roles affected include:
 - All existing Trusted Assessors and Generic Support staff who will become Wellbeing Case Officers managing the assessment and support of each referral.
 - New Compliance & Collaboration Team with a dedicated Senior Officer, responsible for updated roles of business support, contract compliance and data analysis, as well as the new communications and collaboration role.
- Ensuring staff are fully trained to the new requirements e.g., Case Officers trained to Trusted Assessor Level 3 (Disabled Living Foundation) or equivalent, with the Equipment Installers trained to Level 2 standard. As we already have staff in these roles, training can be completed during the mobilisation period, ready for 1st October 2024.
- Update our processes and procedures to meet the quality assurance, performance requirements and new working processes.

8.3 Externally

- Developing new processes regarding referrals:
 - working closely with Customer Service Centre (CSC) ensuring customers are correctly and smoothly transferred to our service.
 - revisiting and creating new Trusted Referral organisations with guidance from LCC.
- Quickly engaging the Mosaic team at LCC to redesign the existing workflow to account for the changes in service delivery.
- Establish a task and finish group including Public Health, Connect to Support, LCC's Contract Manager and representation from our staff to design the Digital Offer ready for 1st October. We see the digital offer as a key element of the revised service delivery, and while we expect the content to change understanding the available functionality in the system will direct our overall approach. Appropriate resources will be allocated to this work from our existing staff team, including drawing on the extensive knowledge base of the Partnership & Network Development Officers.
- Revisiting existing working relationships with Adult Care and Lincolnshire Fire & Rescue to formalise the initial Trusted Referrer model, using the learning to assist with the expected expansion of this approach with other key referral partners.
- Work with LCC and your LCES service provider to formally establish the referral pathway set out in the specification for use by our Case Officers for customers who would be eligible for the loan of certain equipment, if assessed through Adult Care or Occupational Therapy pathways.
- We will set out a clear communications plan to: -
 - promote the revised service, while also ensuring customers past, present, and future know how to access the service, and how they can access the digital offer.

- Ensure all key stakeholders, especially organisations and services that refer into the service, are fully aware of the changes to service delivery, including the entry methods, revised roles, digital offer, and updated processes.

We will ensure that throughout these developments the current service continues at a high standard and the Lincolnshire community continues to access the service.

8.4 Resourcing mobilisation

David Postle the established Wellbeing Lincs Service Manager will oversee the mobilisation team and the implementation of our comprehensive plan. He will engage with LCC at contract award reviewing our proposed plan with the Contracts team to ensure we include any requirements the commissioner may want to add. We would suggest progress meetings take place at least once a week between our mobilisation team and LCC's; however, we will make ourselves available more frequently if required. Our mobilisation team will consist of David as Service Manager, HR Lead Christine Cooper, representation from Management Board, plus additional resources as needed including external support. We already have in place established IT and facility management. Fortnightly project oversight will be from through our established Management Board representatives: -

- Contract Lead, East Lindsay District Council - Emily Spicer, Assistant Director Wellbeing & Community Leadership.
- West Lindsay District Council - Sarah Elvin, Homes, Health, and Wellbeing Manager.
- City of Lincoln Council - Alison Timmins, Housing Solutions and Support Manager.
- North Kesteven District Council - Phil Roberts, Deputy Chief Executive.

Current senior officers within Wellbeing Lincs will assist with rolling out the service changes within their team's area at a frontline and operational level overseen by the Service Manager e.g., senior overseeing Small Aids & Minor Adaptations team working with LCSE and Occupational Health.

8.5 Successful Mobilisation for 1st October

Will be achieved by:

- Robust oversight by our Management Board as outlined above. This is a long term established relationship with clear lines of communication and a shared aim. We have demonstrated in the last 6 years as incumbent that we can solve problems quickly and change direction when required with shared responsibility.
- Comprehensive mobilisation plan, agreed with LCC and monitored with risks covered and practical mitigating plans in place. Regular reviews will monitor progress and identify emerging issues so they can be swiftly addressed.
- Our established Service Manager, David Postle has overseen Wellbeing Lincs over the last 6 years. He has an in-depth understanding of the service, can see the benefit in making the proposed changes, has a positive and open relationship with the commissioner and established links with the key partners to ensure improvements will be implemented.
- An established staff team already in place, who have been providing the service successfully over the last 6 years and are adaptable to the changes required, most staff have been with the service since it began and have developed an in-depth understanding of the local area, linking with other

services for the benefit of the individual. The staff team are enthusiastic about the proposed changes and keen to make them happen. The team have demonstrated that they are adaptative to changes, quickly mobilising during Covid and providing a positive response to the crisis.

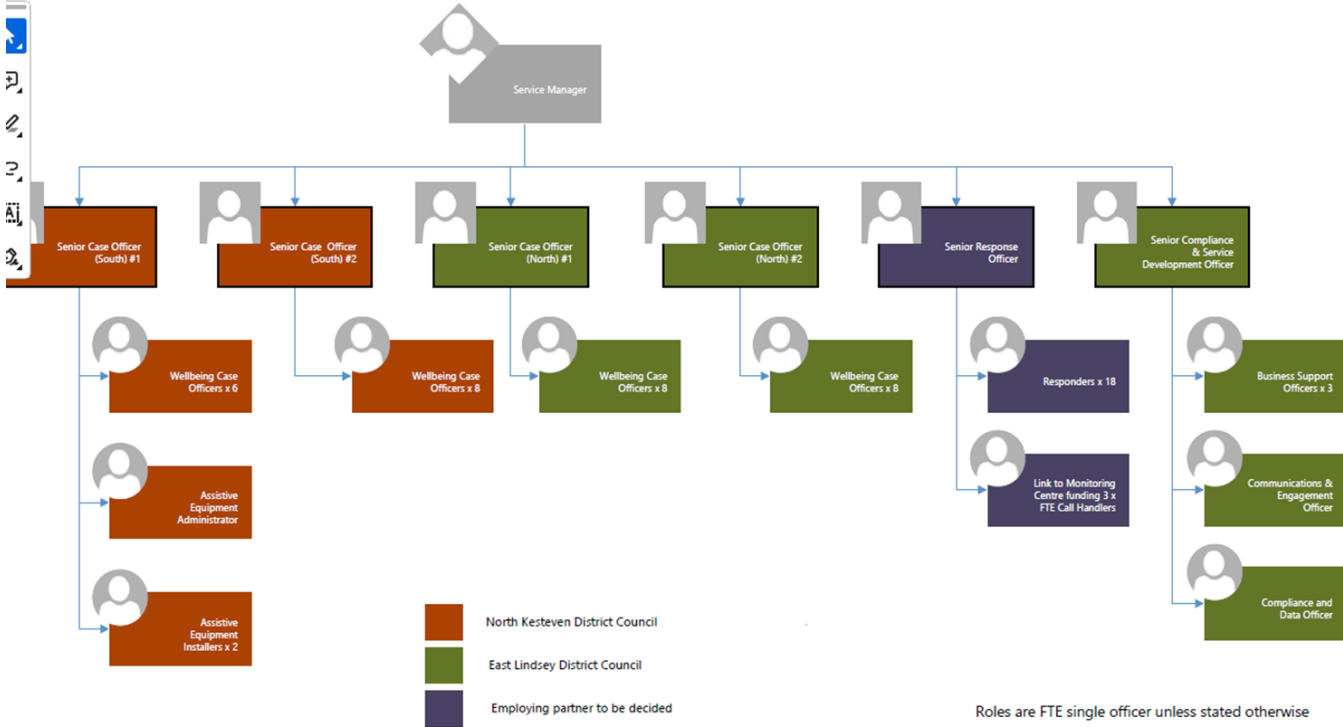
- Access to the 4 District Council partners wider resource, skills and expertise to support any difficulties we may encounter.

8.6 Risks and mitigation for successful mobilisation

Risk	Mitigation	Level of risk
Staff restructure / service changes arising from new contract leading to key / experienced staff leaving concerned their role is at risk.	Regular communications have been sent to all staff providing updates on progress. We have also held several workshops for senior officers and staff as we've developed the bid, seeking their valuable insight in service design. We have arranged staff briefings to introduce staff to the new model once the contract has been awarded. Staff have access to our Employee Assistance programmes, that can provide specific help and advice, independently from the employing organisation. Available services include counselling and financial advice. The new structure will see a real reduction in overall staffing number; however, we have a robust change management plan in place, aiding the transition to the new staffing structure, including redeployment and voluntary redundancy.	Low
Staff restructure leading to period of low morale and reduced performance of current/future contract	Complete the restructure in a timely manner, but sensitively and supporting staff to manage transition e.g., regular updates provided, remind staff of employee assist programmes, plus being clear on the reasons behind the changes	Med
Unable to recruit to key posts	Broaden scope of recruitment to include interim role / secondment. Use external provider to undertake or backfill role.	Low
Financial pressures caused by staff restructure leading to redundancies	Shared responsibility between the 4 districts reduces overall financial burden. Seek redeployment for those affected by redundancy. We have an established project fund already in place supports costs.	Low
Negative publicity causing reputational damage for LCC,	Agree joint communications plan with LCC maintaining positive messages for	Low

Wellbeing Lincs and the 4 partner Councils	why changes to service have been agreed.	
Reliant on CSC having robust process to ensure effective referrals come through which could affect referral numbers and appropriateness.	Established relationships with CSC already in place to manage any difficulties encountered during previous mobilisation. Work with the CSC to develop their new triage process. Seek support from LCC commissioning team in helping to manage any problems.	Med
Reliant on Connect to Support to host the Digital Offer which is outside of our control	Positive relationship with Connect to Support will be enhanced during mobilisation. We support the creation of a task and finish group to direct this work comprising of LCC, Connect to Support and Wellbeing Lincs representatives. We would also suggest a programme of testing the platform prior to a full role out be factored in Connect to Supports project plan. Seek LCC support if difficulties and agree alternative plan e.g. separate website.	Med
Difficulties engaging with LCES to develop smooth referral and accessing their order system	Early engagement with LCES to establish a positive relationship. Staff training to be agreed and arranged to take place during the mobilisation period. Support from LCC in moving process forward. Current staff skilled to give confidence in using the LCES system.	Med
Inappropriate referrals being received from stakeholders, not understanding the changes to the service	We have well established links to key stakeholders that will be utilised to ensure effective communication of the changes takes place prior to launch. We will facilitate face to face sessions introducing professional to the revised service, across Lincolnshire	Med

Appendix 1 – Staffing Structure



All job titles are subject to change during our consultation with staff during mobilisation

Appendix 2 - Mobilisation Plan

Wellbeing Lincs WBS Mobilisation Plan

Contract award inform	1st June 24
Formal Contract Announcement	10/15th June 24
Contract Commencement	1st October 24

Key

Wellbeing Lincs Project Team

David Postle - Wellbeing Service Manager	WSM
Christine Cooper - HR Manager at NKDC	HR
Rachel West - LCC Contract Manager	LCC

Management Board MB

ELDC	Contract Lead East Lindsay District Council - Emily Spicer
WLDC	West Lindsay District Council - Sarah Elvin
CofLC	City of Lincoln Council - Alison Timmins
NKDC	North Kesteven District Council - Phil Roberts

Area / Actions	Date from	Date by	Person Responsible	Comments
Contract Mgmt. / Legal				
LCC notification of successful award	01/06/2024		LCC	
LCC Formal notification of contract award	10/06/2024		LCC	
Provisional contract acceptance	01/06/2024	10/06/2024	MB	
Contract negotiations, including specification	15/06/2024	31/08/2024	LCC, WSM	
Existing Partnership agreement reviewed	15/06/2024	31/08/2024	WSM, MB	
Formally agree / sign off contract	01/09/2024	30/09/2024	ELDC	ELDC will be the contracted authorit
Mobilisation Project Plan / Meetings				
Set up team, revisit mobilisation plan and update	01/06/2024	07/06/2024	WSM	
Agree with Management Board	10/06/2024		MB, WSM	
Input and sign off by LCC	10/06/2024	17th June 24	LCC & WSM	
Weekly, then fortnightly meetings with Management Board to monitor progress, raise issues	01/06/2024	31/10/2024	MB, WSM	Continue after contract start date to allow mop up and time for review

Fortnightly / monthly meetings with LCC to monitor progress	10/06/2024	31/10/2024	LCC, WSM	
Staff Re-Structure of Wellbeing Lincs				
Revisit staff structure	01/06/2024	15/06/2024	WSM, MB, HR	
Develop JDs/ Person Specs	01/06/2024	15/06/2024	WSM, HR	
Formulate consultation period and process	01/06/2024	15/06/2024	WSM, MB, HR	
DC's' sign off process	15/06/2024	30/06/2024	MB	
Staff consultation process regarding new structure, roles - union involvement, staff group / individual meetings, interviews for posts, agreeing final posts, redundancies / redeployment	30/06/2024	30/09/2024	WSM, MB, HR	
Staff in new posts, issue new contracts	15/09/2024	15/10/2024	HR	Includes slippage for unforeseen issues.
Staff Training				
Agree required training by role	01/06/2024	14/06/2024	WSM, HR	Check specification for requirements
Create training matrix / monitoring by staff member	15/06/2024	30/06/2024	HR	Identify gaps of standard training e.g. Safeguarding
Implement training once new structure agreed and staff in roles	01/07/2024	31/10/2024	WSM, HR	Ensure key training in place by 30th Sept - L3/L2 Assessor/Installer
Specific changes in service area				
Create process maps and process descriptions for each role below Senior Officer	01/07/2024	31/07/2024	WSM	Assisted by Senior Officers
Create overview of RAG system for dealing with referrals	01/07/2024	31/07/2024	WSM	Assisted by Senior Officers
Create a clear team objectives plan for the Compliance & Service Development team	01/09/2024	30/09/2024	WSM	Assisted by Senior Officers
Referral pathways				
Review existing Trusted Referrer pathways with Adult Care and Lincs Fire & Rescue taking account of the revised entry criteria	10/06/2024	30/06/2024	LCC & WSM	Will also include representation from Adult Care and Lincs Fire & Rescue

Scope and agree forward plan for additional trusted referrers with LCC	01/07/2024	31/07/2024	LCC & WSM	
Arrange sessions for Adult Care & LF&R staff to formally introduce the changes post launch	01/08/2024	09/08/2024	WSM	Sessions are organised before launch date, but will take place after once our restructure is complete
Agree full Trusted Referrer requirements with LCC, including forward plan for new pathways going live	01/09/2024	30/09/2024	LCC & WSM	
Early engagement with the CSC to agree content for new triage tool they will use for referrals	10/06/2024	21/06/2024	LCC & WSM	
Map new processes from when referrals received from CSC or Trusted Referrers via Mosaic	10/06/2024	30/06/2024	WSM	
Strategic Partnerships				
Gather details of partnership meetings - agree which to attend and by whom within WBS	1st Aug 24	31st Aug 24	LCC & WSM	Check with LCC
Review and revisit all current partnerships / links	1st Aug 24	30th Sept 24	WSM	Supported by Senior Officers
Review all referrals inward/outward and update on spreadsheet/database for all staff to access	1st Aug 24	30th Sept 24	WSM	
Agree Quality of Life Network approach with LCC	1st Sept 24	30th Oct 24	LCC & WSM	
Set up WBS Forum with LCC input	1st Sept 24	30th Oct 24	LCC & WSM	Arrange first meeting after contract start date
Publicity / Communications				
Agree communication plan with LCC aimed at customers	1st July 24	31st July 24	LCC & WSM	
Agree communications plan with LCC aimed at professionals			LCC & WSM	

Updated website content	1st Aug 24	30th Sept 24	WSM	Include Team
Link with Connect to Support to start work on digital offer	1st Aug 24	ongoing	WSM	Include team
Update leaflets / publicity material	1st Aug 24	30th Sept 24	WSM	Update latest Complaints, Confidentiality and accessibility standard
Publicise new service	1st Oct 24	ongoing	WSM	Assign to team
Digital Offer				
Establish task and finish group to map digital requirements with Public Health, Connect to Support and Contract Team	10/06/2024	14/06/2024	LCC & WSM	
Gather information for inclusion from our own data, and through engaging with key partners	10/06/2024	30/06/2024	WSM	Will draw on existin staff resource to gather information, led by service manager
Confirm available functionality on the Connect to Support Platform	10/06/2024	14/06/2024	LCC	
Submit data to Connect to Support	10/06/2024	31/07/2024	WSM	
Updating Mosaic				
Map processes for assessment/support, response, aids & adaptation reporting requirements	01/07/2024	30/07/2024	LCC & WSM	Mosaic Team with Compliance & Data officer
Agree updates with Mosaic Team	10/08/2024	15/08/2024	WSM	
Test updates on Mosaic including reporting	15/08/2024	31/08/2024	WSM	
Train teams on new Mosaic layout and input	01/09/2024	30/09/2024	WSM	
Social Value & Retail Offer				
Agree with LCC social value activities and ways to measure	10/06/2024	30/09/2024	LCC & WSM	Include within formal contract
Develop delivery plan for Social Value during life of contract	01/08/2024	31/08/2024	WSM	
Approach Community Lincs Foundation to discuss administration of community grant offer	01/07/2024	01/07/2024	WSM	

Agree measures for inclusion in PI return	01/09/2024	30/09/2024	WSM	
Agree potential retail offers with LCC and develop a delivery plan	01/07/2024	30/09/2024	LCC & WSM	Check if LCC want within contract or within Contract Management meetings
Quality Assurance				
Agree full PI return with LCC	01/07/2024	31/08/2024	WSM	Support from all Seniors - include single case officer, RAG rating referrals
Outline QA / Performance processes from spec - update against current processes	01/07/2024	30/07/2024	WSM	Include: Surveys, Incident reporting, informal feedback
Clarify with LCC KPI/QA report meets their requirements	01/08/2024	31/08/2024	LCC & WSM	
Set up processes to support QA / KPI checks - link to Mosaic - create reports	01/08/2024	31/08/2024	WSM	Work with Mosaic team
Test processes - customer survey etc	01/09/2024	15/09/2024	WSM	
Train staff in QA / KIP reporting	15/09/2024	30/09/2024	WSM	
Contract Live date	1st Oct 24			
Review				
Review mobilisation process internally - sign off	31st Oct 24	1st Dec 24	MB & WSM	1 then 3 months post contract date
Review mobilisation process with LCC - sign off			LCC & WSM	

Appendix 3 – Risk Log

Wellbeing Lincs Mobilisation Plan - Risk Log

Risk	Mitigation	Level of risk
Staff restructure / service changes arising from new contract leading to key / experienced staff leaving concerned their role is at risk	<p>Involve and support staff in proposed changes to service/staff structure deterring from seeking alternative employment. Supporting staff emotionally from managers, HR and counselling.</p> <p>Advertise posts immediately at contract award although reducing workforce means we need less staff.</p> <p>Offer existing part time workers more hours covering potential loss of staff.</p> <p>Seek secondments / internal promotions / acting up from the districts or for set pieces of work employ interim staff e.g. digital platform/website content</p>	Low
Staff restructure leading to period of low morale and reduced performance of current/future contract	Undertake restructure sensitively and support staff to manage transition e.g. more management support, counselling, HR involvement. Provide extra hours to cover absences through offering to part timers or through interim roles as above.	Med
Unable to recruit to key posts	Broaden scope of recruitment to include interim role / secondment. Use external provider to undertake or backfill role.	Med
Financial pressures caused by staff restructure leading to redundancies	<p>Shared responsibility between the 4 districts reduces overall financial burden. Seek redeployment for those affected by redundancy.</p> <p>Established project fund already in place supports costs</p>	Low
Negative publicity causing reputational damage for LCC and WBS	Agree joint comms plan with LCC maintaining positive messages for why changes to service have been agreed	Low

Reliant on CSC having robust process to ensure effective referrals come through - numbers and appropriateness.	Established relationships with CSC already in place to manage any difficulties encountered during previous mobilisation. Seek support from LCC commissioning team in helping to manage any problems.	Med
Digital offer not in place due to Connect to Support Platform issues	Positive relationship with Connect to Support will be enhanced during mobilisation, ensure proper testing of the platform in undertaken. Seek LCC support if difficulties and agree alternative plan e.g. separate website.	Med
Difficulties engaging with LCES to develop smooth referral and accessing their order system	Established relationship in place to manage difficulties. Support from LCC in moving process forward. Staff skilled in training	Med
Poor take up of WBS forum	Support from LCC to help develop links and take-up. Revisit stakeholders during mobilisation to agree best way to get buy-in / engagement including times of meetings or opportunities to piggyback onto other forums already attending.	Med

SCHEDULE 3
PRICING SCHEDULE

PART 1 – PAYMENT MECHANISM

1. Definitions and Interpretation

1.1 In each part of this Schedule 3 (Payment Mechanism) the following expressions in addition to those specified in Clause A1 (Definitions and Interpretation) to the Contract shall, save where the context or the express provisions of this Contract otherwise requires or admits, have the following meanings:

Expression	Meaning
Actual Costs	all amounts recognised as costs in accordance with generally accepted accounting principles within the United Kingdom (but excluding taxations) actually incurred by the Supplier in the delivery of the Total Assumed Volume in accordance with the requirements of the Contract in the year immediately prior to the Balance Sheet Date when the Gain Share Calculation is made
Additional Volume Payment	the payment to be made by the Customer in any Payment Period to which the Additional Volume Payment applies in accordance with paragraphs 4.3 to 4.6 below, calculated in accordance with paragraph 4.8 below
Additional Volume Payment Unit	the units shown as such in Table 6 of Appendix A to this Schedule 3
Additional Volume Payment Unit Rate	the amount shown as such in respect of each Service Element for each Additional Volume Payment Band for each Contract Year in Table 6 Appendix A to this Schedule 3
Additional Volume Payment Band	any of the three bands into which the Additional Volume is categorised for the purpose of determining the applicable Additional Volume Payment Unit Rate set out in Table 6 of Appendix A to this Schedule 3
Block Payment	the payment to be made by the Customer in each Payment Period to reflect the delivery of the volumes of activity to be delivered before Additional Volume Payments become payable in accordance with paragraphs 4.3 to 4.6 below, being 1/12 th of the Total Price for that year as identified in Appendix A to this Schedule 3
Balance Sheet Date	31 March in each Contract Year
Customer's Gain Share Amount	the share of the Gain Share Amount that shall accrue to the Customer, as set out in Appendix B to this Schedule 3
Financial Model	the Supplier's financial model as set out in Annex 1 to this Schedule 3 as the same may be varied or updated from time to time in accordance with this Contract

Expression	Meaning
Financial Model Assumptions	<p>the key inputs and parameters within the Supplier's Financial Model including:</p> <ul style="list-style-type: none"> - All sums are exclusive of VAT - 1.5% projected demand growth is to be managed by the Supplier within the Block Payment - Income for the telecare response service is based on Service User contributions at October 2024. The price for service to be charged to the Service User is capped at £2.77 per week in the first Contract Year for both existing and new Service Users. This price will be reviewed on an annual basis in accordance with Part 2 – Open Book Data and Financial Reporting
Forecast Costs	all amounts recognised as costs in accordance with generally accepted accounting principles within the United Kingdom but excluding taxations forecast by the Supplier in the Financial Model to be incurred in each year over the Contract Period in the delivery of the Total Assumed Volume in accordance with the requirements of the Contract
Gain Share Amount	the amount by which the Forecast Costs exceed the Actual Costs as at each Balance Sheet Date less the Supplier's Profit Margin
Gain Share Calculation	the calculation of the Gain Share Amount, the Supplier's Gain Share Amount and the Customer's Gain Share Amount as prepared from time to time in accordance with paragraph 7 (Gain Share) of this Schedule 3
Maximum Payment	the amount shown as such in respect of each Contract Year in Appendix A to this Schedule 3, subject to any amendment via the Contract's Change Control Process or Clause C4
Monthly Payment	in respect of any Payment Period the amount determined as payable by the Customer to the Supplier in respect of that Payment Period in accordance with paragraph 4 of this Schedule 3 for the avoidance of doubt, before any application of Service Credits but following agreement or determination in respect of any Disputed Amounts under paragraphs 5.9 and 5.10 below
Payment Period	a calendar month
Profit Margin	the margin expressed as a percentage identified as such in the Financial Model
Service Credits	the amounts that the Customer shall be entitled to deduct from the Monthly Payment in respect of Service Failures as determined in accordance with Clause C5 and Schedule 5
Service Element	the Volume Based Service Elements
Service Element Additional Volume Payment Amount	in any Payment Period and in relation to each Volume Based Service Element, the amount determined in accordance with paragraph 4.6 of this Schedule 3

Expression	Meaning
Service Element Assumed Volume	the amounts shown as such for each Volume Based Service Element in each Contract Year in Tables 1 – 5 of Appendix A to this Schedule 3
Service Element Assumed Volume Annual Amount	the amounts shown as such for each Volume Based Service Element in each Contract Year in Tables 1 – 5 of Appendix A to this Schedule 3
Service Element Assumed Volume Unit	the units shown as such for each Volume Based Service Element in each Contract Year in Tables 1 – 5 of Appendix A to this Schedule 3
Service Element Assumed Volume Unit Rate	the amount shown as such for each Volume Based Service Element in each Contract Year in Tables 1 – 5 of Appendix A to this Schedule 3
Supplier's Gain Share Amount	the share of the Gain Share Amount that shall accrue to the Supplier as set out in Appendix B to this Schedule 3
Total Assumed Volume	in respect of each Contract Year the aggregate of the Service Element Assumed Volumes for each Service Element in that year as shown in Table 1 – 5 of Appendix A to this Schedule 3
Total Assumed Volume Annual Amount	in respect of each Contract Year the aggregate of the Service Element Assumed Volume Annual Amounts for each Service Element in that year as shown in Table 1 – 5 of Appendix A to this Schedule 3
Total Price	in each Contract Year the amount shown as such in respect of that year in Appendix A to this Schedule 3
Volume Based Service Elements	those Service Elements included in Tables 1 – 5 of Appendix A to this Schedule 3

1.2 Where a calculation within this Schedule 3 requires an input of a percentage, that percentage will be rounded to two (2) decimal places.

1.3 Where a calculation within this Schedule 3 requires an input of a monetary value that monetary value will be rounded to the nearest whole penny. Similarly where the result of the calculation is a monetary value, that monetary value will be rounded to the nearest whole penny.

2 Introduction, background and context

2.1 This Schedule 3 (Payment Mechanism) sets out how the Service Charges shall be calculated and adjusted in the event of changes in the volume of Services delivered by the Supplier in accordance with the terms of the Contract and in the light of variations in performance of Key Performance Indicators specified in Schedule 5.

3 Service Charges

3.1 The Service Charges for the first and each subsequent year of the Contract Period shall consist of Monthly Payments and shall be calculated as follows:

Service Charge (£) due for the Month = the Block Payment + (Additional Volume Payment Unit (where applicable) x relevant Additional Volume Payment Unit Rate)* – Service Credits (where applicable)

*the aggregate of the Service Element Additional Volume Payment Amounts for each Volume Based Service Element in that Payment Period as detailed in paragraph 4.7 and 4.8 or this Part 1

and shall be paid in accordance with this Schedule 3.

3.2 The Monthly Payment calculated in accordance with this Schedule 3 shall be deemed to cover all costs incurred by the Supplier in the performance of the Services and the Supplier shall not be entitled to any additional payment through the Service Charges or any adjustment to the Service Charges or any of the elements that go towards the calculation of the Service Charges except by way of adjustment strictly in accordance with a Change in accordance with Clause C4 (Service Charges Adjustment on Extension) or clause F3 (Change Control Procedure) of the Contract.

3.3 The Supplier shall charge Service Users in accordance with paragraph 3.3.5.2 of Schedule 1 (Specification). The Supplier acknowledges that it has determined the Total Price in each Contract Year on the basis of the income assumptions set out in the Financial Model and that the Supplier shall not be entitled to any additional payment through the Service Charges or any adjustment to the Service Charges or any of the elements that go towards the calculation of the Service Charges by reason of any shortfall in actual income below the level of the said income assumptions. The Supplier shall be entitled to retain any income actually received from the charges referred to in this paragraph including income that is in excess of the said income assumptions subject always to the gain share mechanism set out in this Schedule 3.

4 **Calculating the Monthly Payment**

The Block Payment

4.1 In each Payment Period in any Contract Year including any Payment Period in which an Additional Volume Payment is triggered in that Contract Year in accordance with paragraphs 4.3 to 4.6 below, the Customer shall pay to the Supplier the Block Payment.

4.2 The Customer shall pay the Block Payment as a block payment notwithstanding that any Service Element Assumed Volume or the Total Assumed Volume for that year is not delivered, and it shall be paid in accordance with the provisions paragraph 5 and this Schedule 3.

Triggering the Additional Volume Payment

4.3 Appendix A to this Schedule 3 sets out in respect of each Contract Year:-

4.3.1 the Service Element Assumed Volume, being the volume of activity to be delivered by the Supplier in respect of that Service Element in that Contract Year

4.3.2 the Service Element Assumed Volume Unit being the unit used to assess the Service Element Assumed Volume and to be used in relation to each Service Element to determine the volumes of activity actually delivered in respect of that Service Element in that year;

- 4.3.3 the Service Element Assumed Volume Unit Rate for each Service Element in that year being the unit rate to be applied to each of the Service Element Assumed Volume Units.
 - 4.3.4 the Service Element Assumed Volume Annual Amount in relation to that Service Element in that year, being the amount obtained by multiplying the Service Element Assumed Volume by the Service Element Assumed Volume Unit Rate;
 - 4.3.5 the Total Assumed Volume in relation to all Service Elements, being the total of all the Service Element Assumed Volumes; and
 - 4.3.6 the Total Assumed Volume Annual Amount in relation to all Service Elements, being the aggregate of all the Service Element Assumed Volume Annual Amounts.
- 4.4 The Supplier shall record Monthly and, in accordance with paragraph 5 below, provide to the Customer on a Quarterly basis:
- 4.4.1 the cumulative volume of Service Element Assumed Volume Units for each Volume Based Service Element actually delivered since the commencement of the relevant year of the Contract Period ("the Service Element Actual Volume");
 - 4.4.2 for each Volume Based Service Element the cumulative value of the Service Element Assumed Volume Units actually delivered in respect of the Volume Based Service Element since the commencement of the relevant year of the Contract Period calculated by multiplying the volume of Service Element Assumed Volume Units referred to in paragraph 4.4.1 above by the Service Element Assumed Volume Unit Rate for that Service Element ("the Service Element Actual Volume Amounts"); and
 - 4.4.3 the aggregate of the amounts determined under paragraph 4.4.2 above for each of the Volume Based Service Elements ("the Total Actual Volume Amount").
- 4.5 If and when the Total Actual Volume Amount shown in a report under paragraph 4.4 above in respect of any Payment Period exceeds the Total Assumed Volume Annual Amount for the year to which the report relates the Customer shall, in respect of that Payment Period and any subsequent Payment Period in that Contract Year, pay to the Supplier:-
- 4.5.1 the Block Payment for the Payment Period; and
 - 4.5.2 any Additional Volume Payments agreed with the Customer pursuant to paragraph 3.11 of Schedule 1, to be made in such Payment Period.
- 4.6 For the avoidance of doubt:-
- 4.6.1 the Customer shall continue to pay only the Block Payment unless and until the Total Actual Volume Amount shown in a report under paragraph 4.4 above is greater than the Total Assumed Volume Annual Amount in accordance with clause 4.5.1, notwithstanding that the Service Element Actual Volume Amount in relation to any individual Volume Based Service Element exceeds the Service Element Assumed Annual Amount for that Service Element prior to that date; and
 - 4.6.2 the Customer shall make Additional Volume Payments as and when the Total Actual Volume Amount shown in a report under paragraph 4.4 above is greater than the Total Assumed Volume Annual Amount in accordance with clause 4.5.2, notwithstanding that the Service Element Actual Volume Amount for any

individual Service Element does not itself exceed the Service Element Assumed Volume Annual Amount for that Service Element at that date; and

- 4.6.3 the Supplier shall work with the Customer to manage the volumes of Service Users in accordance with paragraph 3.11.3 of Schedule 1.

Additional Volume Payment

- 4.7 In any Payment Period in which the Customer pays the Supplier Additional Volume Payments, the Customer shall pay to the Supplier:-

4.7.1 the Block Payment; plus

4.7.2 for the Volume Based Service Elements, the aggregate of the Service Element Additional Volume Payment Amounts for each Volume Based Service Element in that Payment Period.

- 4.8 The Service Element Additional Volume Payment Amounts for each Volume Based Service Element in any Payment Period shall be the amount determined by multiplying:

4.8.1 the number of actual Additional Volume Payment Units delivered in that Payment Period in excess of the volumes already delivered at the point Additional Volume Payments were triggered in accordance with paragraph 4.5, that have been approved in writing by the Customer prior to their delivery in respect of that Service Element; by

4.8.2 the relevant Additional Volume Payment Unit Rate for that Service Element for the relevant Additional Volume Payment Band so that the first 500 Additional Volume Payment Units are paid for at the Additional Volume Payment Unit Rate for equal to or less than 500 units, Additional Volume Payment Units above 500 but not less than 1000 are paid for at the Additional Volume Payment Unit Rate for 501 to 999 units and Additional Volume Payment Units of 1000 or above are paid for at the Additional Volume Payment Unit Rate for equal to or above 1000 units.

- 4.9 There will be no Additional Volume Payment Unit Rate for Telecare Response Element. The proportion of the budget priced for the provision of the Telecare Response Service will be protected in the first Contract Year. In subsequent Contract Years this will be jointly reviewed on an annual basis in line with the Open Book Data. If it can be evidenced that there has been a net growth in number of individuals receiving this element of service, and that the increase requires additional staff, the Customer may, at its absolute discretion, consider the provision of additional funding and/or agree that the additional subsidy can be met through the Supplier's Charging Policy via Service User contributions.

Maximum Payment

- 4.10 Subject to paragraph 4.11, nothing in this paragraph 4 shall require the Customer to make any payment which would mean the total payments made by the Customer in any year of the Contract Period exceeds the Maximum Payment unless the Customer has given its prior written consent to the carrying out of the activity which would give rise to the payment.

- 4.11 Where the delivery of an Additional Volume Payment Unit is approved by the Customer, the Supplier shall be entitled to be paid for the delivery of that unit at the relevant Additional Volume Payment Unit Rate even though payment for that unit would cause payments made under the Contract for that Contract Year to exceed the Maximum Payment.

5 Monthly Payments, Payment Terms and Process

- 5.1 Within ten (10) Working Days from the end of each Payment Period, the Supplier shall submit to the Customer a statement of account showing, in respect of that Payment Period:-
- 5.1.1 the Monthly Payment for that Payment Period and the calculation thereof in accordance with paragraphs 3 and 4 of this Schedule 3; minus
- 5.1.2 any Service Credits to be deducted from the Monthly Payment calculated in accordance with Schedule 5,
- together with a valid VAT invoice complying in all respects with Clause C and Part 3 of this Schedule 3 for the amounts claimed.
- 5.2 In relation to any incomplete calendar month at the end of the Contract Period, there shall be a pro rata adjustment of the sums to be set out in the statement of account and invoice under paragraph 5.1.
- 5.3 Without prejudice to the Supplier's reporting requirements at Schedule 5, at the end of every Quarter on the same date as it submits the statement of account and invoice for the Monthly Payment for the final Month of that Quarter, the Supplier shall submit to the Customer's Contract Manager:-
- 5.3.1 A written report setting out all the information required under paragraph 4.3 of this Schedule 3;
- 5.3.2 in respect of any Additional Volume Payments, a detailed breakdown of the Additional Volume Payment Units delivered in respect of each Service Element and the calculation of the Service Element Additional Volume Payment Amounts; and
- 5.3.3 all information and documentation reasonably required by the Customer in order to verify the statement of account and invoice, including without limitation the information and documentation set out in Appendix C to this Schedule 3;
- together "the Supporting Information".
- 5.4 On receipt of a statement of account and invoice (submitted in accordance with paragraphs 5.1 and 5.3) the Customer shall review the same and within ten (10) Working Days confirm by notice in writing to the Supplier any amount set out in the statement of account and invoice that the Customer disputes (a "Disputed Amount").
- 5.5 The Customer's review pursuant to paragraph 5.4 shall, for the avoidance of doubt, only be undertaken where the Customer is provided with a properly submitted statement of account and invoice incorporating payment details accompanied by the Supporting Information. If in relation to any statement of account and invoice there is a delay in the Supplier providing Supporting Information, any subsequent statements of account and invoices submitted by the Supplier pursuant to paragraph 5.1 shall also be deemed not have been validly submitted until such time as the outstanding Supporting Information has been provided.
- 5.6 The Customer shall pay to the Supplier in accordance with paragraph 3 of Part 3 of this Schedule 3 the amount set out in each invoice properly submitted by the Supplier in accordance with paragraphs 5.1 and 5.3 and the provisions of Part 3 of this Schedule 3 within thirty (30) days of receipt of the relevant invoice PROVIDED THAT the Customer shall not be required to pay the element of any invoice to the extent that such element,

and/or any related Supporting Information, is disputed by the Customer or the conditions in this paragraph 5.6 are not complied with.

- 5.7 All payments made to the Supplier by the Customer pursuant to this Contract shall be made electronically through the Bankers Automated Clearing System (BACS).
- 5.8 The Supplier shall not be entitled to receive payment in respect of any Disputed Amounts.
- 5.9 Within ten (10) Working Days following receipt by the Supplier of any notice served by the Customer pursuant to paragraph 5.4 confirming that any amount is a Disputed Amount, the Supplier shall respond by notifying the Customer as to whether or not it agrees with the statements made in that notice. If the Supplier indicates that it does agree the Customer shall be entitled:-
- 5.9.1 to retain on a permanent basis any amounts that the Supplier has agreed; and
- 5.9.2 to reclaim from the Supplier the amount of any over-payment which may have been made to the Supplier.
- 5.10 If the Supplier responds pursuant to paragraph 5.9 that it does not agree with all or any of the statements made in any notice served by the Customer under paragraph 5.4 identifying any amounts as Disputed Amounts the matter or matters shall be determined under the Dispute Resolution Procedure.
- 5.11 Following resolution of any issues identified by the Customer under paragraph 5.10 then the Supplier shall be entitled to raise an invoice in respect of any amounts determined as payable and the Customer shall make payment thereof all in accordance with paragraphs 5.6 and 5.7.
- 5.12 Interest shall be payable on the late payment of any undisputed amounts due to either party under this Contract such interest to be calculated at the rate of 4% over the Bank of England base rate for the time being from the final date for payment to and including the date on which such amount is paid or discharged.

6 Expenses/Disbursements

- 6.1 The Service Charges includes any travel, subsistence and any and all similar expenses incurred by the Supplier or its Sub-Contractors such that the Supplier shall have no claim against the Customer for any such expenses or disbursements incurred.

7 Gain Share

- 7.1 The purpose of this paragraph 7 is to enable the Customer to ensure that the provision of the Services and the Service Charges continues to represent value for money for the Customer throughout the Contract Period. It sets out the basis on which the Supplier shall share with the Customer gain arising from the cost of undertaking its activities in connection with this Contract being less than the forecast costs as set out in the Financial Model.
- 7.2 For the avoidance of doubt this shall require the Supplier to update the Financial Model immediately after any Change or other occasion on which in accordance with this Contract the Financial Model falls to be adjusted or updated. No change shall be made to the Financial Model which would change the methodology for the calculation of the Gain Share Amount, the Customer's Gain Share Amount or the Supplier's Gain Share Amount or which would change the Financial Model Assumptions. The Supplier shall grant access to the Customer to review the Financial Model as and when requested to do so by the Customer.

- 7.3 The updating to the Financial Model referred to above shall be completed in an open and transparent manner by the Supplier in accordance with Part 2 to this Schedule 3 and the Supplier shall issue to the Customer an updated Financial Model to reflect the changes made in accordance with paragraph 7.2 above. The Customer shall within ten (10) Working Days of receipt of the updated Financial Model serve notice on the Supplier either agreeing the updated Financial Model or objecting to any changes made on the basis that they are not in accordance with any adjustments agreed or determined under the provisions of the Contract governing the relevant change or other occasion giving rise to the Financial Model being updated.
- 7.4 The Supplier shall within five (5) Working Days of receipt of notice from the Customer under paragraph 7.3 objecting to any changes made serve notice on the Customer as to whether it accepts the objections. If it so accepts the Supplier shall serve on the Customer at the same time as its notice of acceptance a revised Financial Model incorporating the Customer's objections. If it does not agree with the objections made by the Customer in its notice under paragraph 7.3 the matter or matters shall be determined under the dispute resolution procedure at Clause 12.
- 7.5 The Gain Sharing arrangements shall operate on a year by year basis throughout the Contract Period, based upon Open Book Data, and shall be updated on an annual basis described in this paragraph 7.
- 7.6 Within one hundred and twenty (120) calendar days of each Balance Sheet Date during the Contract Period, the Supplier shall deliver to the Customer the Gain Share Calculation together with an updated Financial Model in the same format as that included in Annex 1 to this Schedule 3. A final Gain Share Calculation shall together with the Financial Model be delivered by the Supplier to the Customer within one hundred and twenty (120) calendar days of the expiry or termination of this Contract (as relevant).
- 7.7 The Gain Share Calculation shall be prepared in accordance with the definition of the term "Gain Share Calculation" as set out in this Schedule 3 and the gain sharing rates set out in Appendix B of this Schedule 3.
- 7.8 Each Gain Share Calculation shall:
- 7.8.1 be supplied in both paper and electronic copy;
 - 7.8.2 be certified as correct and accurate by a director of the Supplier;
 - 7.8.3 be supported by an updated Financial Model and shall calculate, in accordance with the methodology used for the calculation of the Financial Model, the Forecast Costs and Actual Costs for the year ending on the latest Balance Sheet Date;
 - 7.8.4 calculate the Gain Share Amount for the year ending on the latest Balance Sheet Date; and
 - 7.8.5 show separately the Gain Share Amount, the Supplier's Gain Share Amount and the Customer's Gain Share Amount applying the relevant band as defined in Appendix B of this Schedule 3.
- 7.9 Following receipt by the Customer of a Gain Share Calculation, the Supplier shall at its own expense provide to the Customer any such additional information as it may reasonably request so that the Customer can verify the accuracy of the Gain Share Calculation, including the detailed working papers supporting the updated Financial Model delivered in accordance with this Schedule 3 and shall be supplied in both paper and electronic copy.

- 7.10 Within thirty (30) days of receipt of the Gain Share Calculation and all additional information required pursuant to paragraph 7.8 of this Schedule 3, the Customer shall notify the Supplier whether it agrees with or disputes the Gain Share Calculation. Any dispute shall be determined through the Disputes Resolution Procedure. Following agreement or determination of each Gain Share Calculation for each Contract Year of the Contract Period, the Customer shall be entitled to submit an invoice for the Customer's share of the Gain Share Amount and the Supplier shall pay to the Customer the amount of the Customer's Gain Share Amount within ten (10) Working Days of receipt of the invoice. The Customer may, at its absolute discretion set-off the amount of any Customer Gain Share Amount against any amounts due to the Supplier under this Contract.
- 7.11 Within ten (10) Working Days of early termination or expiry of the Contract, the Supplier shall pay to the Customer any amounts of the Customer's Gain Share Amount which has not yet been paid to the Customer.
- 7.12 The Customer may, in its sole discretion, agree to reinvest any Customer Gain Share Amount in the Services as opposed to retaining such amounts.

PART 2 – OPEN BOOK DATA AND FINANCIAL REPORTING

1. FINANCIAL TRANSPARENCY OBJECTIVES

The Supplier acknowledges that the provisions of this Part are designed (inter alia) to facilitate, and the Supplier shall co-operate with the Customer in order to achieve, the following objectives:

Understanding the Charges

- (a) for the Customer to understand any payment sought from it by the Supplier including an analysis of the volume of activity delivered, the costs, overhead recoveries (where relevant), time spent by Staff in providing the Services and the Supplier profit margin;
- (b) for both Parties to be able to understand the Initial Financial Model and cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;

Agreeing the impact of Change

- (c) for both Parties to agree the quantitative impact of any changes in accordance with the Change Control Procedure;
- (d) for both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Services;

Continuous improvement

- (e) for the Parties to challenge each other with ideas for efficiency and improvements; and
- (f) to enable the Customer to demonstrate that it is achieving value for money for the tax payer relative to current market prices,

(together the “Financial Transparency Objectives”).

2. OPEN BOOK DATA

2.1 The Supplier acknowledges the importance to the Customer of the Financial Transparency Objectives and the Customer’s need for complete transparency in the way in which the Service Charges are calculated.

2.2 During the Contract Period, and for a period of seven (7) years following the end of the Contract, the Supplier shall:

- (a) maintain and retain the Open Book Data; and
- (b) disclose and allow the Customer and/or any one acting on behalf of the Customer access to the Open Book Data as and when requested by the Customer.

3. ANNUAL OPEN BOOK DATA REPORT

3.1 In addition to paragraph 2 above and paragraph 2.3 of Part A of Schedule 5, within one (1) Month of the end of each Contract Year the Supplier shall provide to the Customer an annual report of Open Book Data for that Contract Year (“Annual Open Book Data Report”). the

- 3.2 The Supplier shall provide to the Customer the Annual Open Book Data Report in such software package (Microsoft Excel or Microsoft Word), layout and format as the Customer shall require from time to time.
- 3.3 A copy of the Annual Open Book Data Report shall be held by both the Customer and the Supplier. If there is a dispute regarding the Annual Open Book Data Report, the Customer's copy of the report shall be authoritative.
- 3.4 The purpose of the Annual Open Book Data Report shall be to compare financial performance of the services against the financial model and the Council's affordability and shall:
- (a) be completed by the Supplier using reasonable skill and care;
 - (b) incorporate and use the same defined terms as are used in this Contract;
 - (c) quote all monetary values in pounds sterling;
 - (d) quote all costs as exclusive of any VAT; and
 - (e) quote all costs and charges based on current prices.
- 3.5 The Annual Open Book Data Report shall be certified by the Supplier's chief financial officer or director of finance (or equivalent as agreed in writing by the Customer in advance of issue of the report), acting with express authority, as:
- (a) being accurate and not misleading;
 - (b) having been prepared in conformity with generally accepted accounting principles within the United Kingdom;
 - (c) being a true and fair reflection of the information included within the Supplier's management and statutory accounts; and
 - (d) compliant with the requirements of paragraph 3.6.
- 3.6 The Supplier shall:
- (a) prepare the Annual Open Book Data Report using the same methodology as used for the Initial Financial Model, unless the Customer stipulates otherwise;
 - (b) ensure that the Annual Open Book Data Report is a true and fair reflection of the costs and Supplier profit margin forecast by the Supplier;
 - (c) the final Annual Open Book Data Report is a true and fair reflection of the Service Charges and costs; and
 - (d) not have any other internal financial model in relation to the Services inconsistent with the Initial Financial Model.
- 3.7 During the Contract Period, and for a period of eighteen (18) Months following the end of the Contract Period, the Supplier shall make available the Supplier's appropriate financial Representative at reasonable times and on reasonable notice to answer any queries that the Customer may have on any Open Book Data or any of the Open Book Data reporting provided under this Contract (under this Schedule 3 and Schedule 5).

3.8 If the Supplier becomes aware of the occurrence, or the likelihood of the future occurrence, of an event which will or may have a material effect on the costs incurred (or those forecast to be incurred) by the Supplier, the Supplier shall, as soon as practicable, notify the Customer in writing of the event in question detailing the actual or anticipated effect. For the avoidance of doubt, notifications provided in accordance with this paragraph 3.8 shall not have the effect of amending any provisions of this Contract.

4. FINANCIAL MODEL

4.1 Following the delivery by the Supplier of the Annual Open Book Data Report:

- (a) the Parties shall meet to discuss its contents within ten (10) Working Days of receipt (or such other period as the Parties shall agree). The Parties' appropriate financial Representatives shall attend the meeting; and
- (b) the Supplier shall make appropriate Staff and advisers available to discuss any variations between the Annual Open Book Data Report and the Initial Financial Model to explain such variations (with reference to supporting evidence) to the satisfaction of the Customer.

4.2 The purpose of the meeting shall be to identify any steps that may be taken to make the provision of the Services more efficient or affordable, to address any issues concerning volumes or resources and to confirm whether there is any Gain Share Amount. .

PART 3 – INVOICING

1. Each invoice to be submitted pursuant to this Schedule 3 shall be addressed to Lincolnshire County Council and be submitted to: County Offices, Newland, Lincoln, LN1 1YL or any other address as the Customer may notify the Supplier in writing.
2. The Supplier shall supply evidence to the Customer to support the invoice in the form of Supporting Information as required by paragraph 5.3 of Part 1 of this Schedule 3. The Customer may request any further information it may require in order to satisfy itself that the amount claimed under the invoice is properly due and payable in respect of Services properly delivered in accordance with the requirements of the Contract.
3. The Customer shall pay each invoice within thirty (30) days of receipt of an invoice that complies with the requirements set out in this Schedule.
4. In respect of any invoice, the Supplier shall ensure that each invoice:-
 - (a) clearly displays a valid purchase order number which number must be obtained from the Customer within five (5) Working Days of the Commencement Date;
 - (b) only contains one purchase order number relating to the Contract. For the avoidance of doubt, any invoice which contains more than one purchase order number shall be rejected;
 - (c) includes the Supplier's name, address and contact details;
 - (d) details the Services which the invoice relates to;
 - (e) includes a unique invoice reference number;
 - (f) is either electronically typed or handwritten but no invoice shall be accepted which has been electronically typed and manually altered, e.g. manually corrected or updated;
 - (g) is submitted via e-mail to invoices@lincolnshire.gov.uk in PDF or TIF format without security being applied and is sent as a separate file or is sent by post addressed to Lincolnshire County Council, County Offices, Newland, Lincoln, LN1 1YL;
 - (h) which is submitted by e-mail shall only consist of an invoice and no other documentation; and
 - (i) which is to be accompanied by documentation, is submitted by post to the Customer's Contract Manager.
5. If the Supplier fails to submit an invoice in accordance with paragraph 4 above, no payment shall become due until such time as an invoice has been submitted by the Supplier which conforms in all respects with the requirements set out in paragraph 4 above. For the avoidance of doubt, the Supplier shall not be able to exercise any right under Clause H2.6 until such time as it has submitted an invoice in full compliance with the requirements set out in paragraph 4 above.
6. Where any payment is made by the Customer and it is subsequently established that in the circumstances existing at the relevant time the Customer was only liable under the terms of this Contract to pay the Supplier a lesser sum (or none at all), the Supplier shall repay the amount of the overpayment within five (5) Working Days from receiving notice from the Customer of such overpayment.

APPENDIX A – SERVICE CHARGES

BLOCK PAYMENT

Management/Back Office & Other Contract Related Cost Analysis	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
	£				
<i>Premises Costs</i>	65,082.75	67,386.00	69,812.00	72,161.00	74,629.00
<i>Administration and Office Costs</i>	-	-	-	-	-
<i>Administrative Staff Costs</i>	-	-	-	-	-
<i>Management Staffing Costs</i>	101,594.50	107,580.00	113,280.00	119,446.00	126,223.00
<i>Additional Non Salary Staffing Costs</i>	28,100.00	28,100.00	28,100.00	28,100.00	28,100.00
<i>Other Contract Related Costs</i>	-	-	-	-	-
Total	1,009,009.63	1,038,197.00	1,064,790.00	1,092,104.00	1,120,374.00

Wellbeing Service Delivery Costs	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
	£				
<i>Wellbeing Assessment and Support Planning Staffing Costs</i>	702,985.50	675,194.00	691,638.00	657,887.00	673,930.00
<i>Wellbeing Generic Support Delivery Staffing Costs</i>	702,985.50	723,423.00	691,638.00	708,494.00	673,930.00
<i>Installation - Small Aids and Minor Alterations Staffing Costs</i>	114,568.00	117,893.00	120,747.00	123,672.00	126,670.00
<i>Wellbeing Response Service Staffing Costs</i>	769,286.00	791,583.00	810,719.00	830,333.00	850,435.00
Total	2,289,825.00	2,308,093.00	2,314,742.00	2,320,386.00	2,324,965.00
Sub Total Annual Contract Running Costs	3,298,834.63	3,346,290.00	3,379,532.00	3,412,490.00	3,445,339.00
Profit Mark Up	173,188.82	128,832.17	101,385.96	73,368.54	44,789.41
Profit Margin (Please enter your proposed %)	5%	4%	3%	2%	1%
Fee's & Contributions - Wellbeing Response Service (minus figures)	- 203,673.00	- 207,746.00	- 211,901.00	- 216,139.00	- 220,462.00
Total Net Annual Contract Running Costs	3,268,350.45	3,267,376.17	3,269,016.96	3,269,719.54	3,269,666.41
Total Contract Value Cost to be used for evaluation	16,344,129.52				

ADDITIONAL UNIT COST

Wellbeing Service Additional Cost

Service Element	Unit	Unit Rate Equal to or < 500 (£)	Unit Rate 501 - 999 (£)	Unit Rate Equal to or > 1000 (£)
Assessments	1 assessment	£ 81.34	£ 81.34	£ 81.34
General Support	1 person receiving generic support	£ 81.34	£ 81.34	£ 81.34
Small Aids and Minor Alterations	1 installation	£ 121.51	£ 121.51	£ 121.51

Wellbeing Service Additional Cost

Additional Unit Cost	Predicted Additional Volume	Unit Cost (£)	Total Costs (£)
Assessment (per assessment)	3399	£81.34	£ 276,474.66
Generic Support (per 1 person receiving generic support)	2821	£81.34	£ 229,460.14
Small Aids and Minor Alterations	374	£121.51	£ 45,444.74
TOTAL	6594		£ 551,379.54

APPENDIX B – GAIN SHARING TABLE

The following table details the manner in which the Gain Share Amount shall be shared between the Customer and the Supplier:

Where the Earned Gain is	Supplier's Gain Share Amount (expressed as a % of the Gain Share Amount)	Customer's Gain Share Amount (expressed as a percentage of the Gain Share Amount)
Less than or equal to 5% saving on costs in the Financial Model	30	70
More than 5% but less than 15% saving on costs in the Financial Model	40	60
15% or more saving on costs in the Financial Model	50	50

The Customer's Gain Share Amount shall be calculated by dividing the Gain Share by 100 and multiplying it by the relevant Customer's Gain Share Percentage as provided in the table above. The Customer's Gain Share Amount shall then be payable to the Customer by the Supplier in accordance with this Contract.

APPENDIX C - SUPPORTING INFORMATION

The following supporting information should either be accessible by the Customer via a performance dashboard or be submitted along with each statement of account:

- Evidence of the volumes of services delivered in the Payment Period;
- Evidence to support the reported performance against all performance measures set out in Schedule 5 applicable to the Payment Period;
- Management information as set out in Schedule 1 (Specification) and Schedule 5 (Performance) relating to the Payment Period; and
- The Supplier's calculations of Service Credits.

ANNEX 1
INITIAL FINANCIAL MODEL

Open Book Accountancy - Year 1 Wellbeing Service

Full Economic Costs of Service Delivery (Assumes 100% of Service Delivery)	Annual Budget (£)	Budget Year to Date (£)	Actual Expenditure Year to Date	Variance to Year to Date Budget (£)	Variance from Annual Budget (£) Underspend + Overspend
ANNUAL CONTRACT RUNNING COST- 13 January 2025 to 13 January 2026					
Premises Costs					
Rent	£ 57,445.25				
Lease Agreement	£ -				
Rates	£ -				
Insurance	£ 7,637.50				
Utilities	£ -				
General Maintenance	£ -				
Security Contract/Equipment	£ -				
Other (Please specify)	£ -				
Total	£ 65,082.75				
Administration and Office Costs					
ICT - Include Licence Fees	£ 101,594.50				
Communication Costs	£ 28,100.00				
Office Equipment	£ -				
Publicity/Promotions/Campaigns	£ 5,000.00				
Other (Please specify) Corporate recharges	£ 84,416.38				
Total	£ 219,110.88				
Administrative Staff Costs					
Total Salary (inc. NI and Pensions)	£ 208,288.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Other (Please specify)	£ -				
Total	£ 208,288.00				
Management Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 416,328.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Other (Please specify)	£ -				
Total	£ 416,328.00				
Additional Non Salary Staffing Costs					
Training Budget	£ 30,000.00				
Additional Equipment	£ -				
Recruitment	£ -				
Other (Please specify) Call centre contingency and m	£ 36,300.00				
Total	£ 66,300.00				
Other Contract Related Costs					
Small aids/minor alterations Installation Costs (Please	£ 15,000.00				
Fuel Costs	£ -				
Sub Contract Costs (Please specify)	£ -				
Other (Please specify) NKDC Pension Back Costs	£ 18,900.00				
Total	£ 33,900.00				
Total Management/Back Office & Other Contract R	£ 1,009,009.63				
Wellbeing Assessment and Support Planning Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 702,985.50				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Rel	£ -				
Other (Please specify)	£ -				
Total	£ 702,985.50				
Wellbeing Generic Support Delivery Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 702,985.50				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Rel	£ -				
Other (Please specify)	£ -				
Total	£ 702,985.50				
Installation - Small Aids and Minor Alterations Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 114,568.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Rel	£ -				
Other (Please specify)	£ -				
Total	£ 114,568.00				
Wellbeing Response Service Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 769,286.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Rel	£ -				
Other (Please specify)	£ -				
Total	£ 769,286.00				
Total Staffing and Other Contract Related Costs	£ 2,289,825.00				
Sub Total Annual Contract Running Costs	£ 3,298,834.63				
Profit Mark Up	£ 173,188.82				
Profit Margin (Please enter your proposed %)	5%				
Fee's & Contributions - Wellbeing Response Serv	£ 203,673.00				
Total Net Annual Contract Running Costs	£ 3,268,350.45				

Open Book Accountancy - Year 2 Wellbeing Service

Full Economic Costs of Service Delivery (Assumes 100% of Service Delivery)	Annual Budget (£)	Budget Year to Date (£)	Actual Expenditure Year to Date up to 30 September 2026	Variance to Year to Date Budget (£)	Variance from Annual Budget (£) - Underspend + Overspend
ANNUAL CONTRACT RUNNING COST- 13 January 2026 to 13 January 2027					
Premises Costs					
Rent	£ 59,346.00				
Lease Agreement	£ -				
Rates	£ -				
Insurance	£ 8,040.00				
Utilities	£ -				
General Maintenance	£ -				
Security Contract/Equipment	£ -				
Other (Please specify)	£ -				
Total	£ 67,386.00				
Administration and Office Costs					
ICT - Include Licence Fees	£ 107,580.00				
Communication Costs	£ 28,100.00				
Office Equipment	£ -				
Publicity/Promotions/Campaigns	£ 5,000.00				
Other (Please specify) Corporate recharges	£ 86,225.00				
Total	£ 226,905.00				
Administrative Staff Costs					
Total Salary (inc. NI and Pensions)	£ 214,349.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Other (Please specify)	£ -				
Total	£ 214,349.00				
Management Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 428,557.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Other (Please specify)	£ -				
Total	£ 428,557.00				
Additional Non Salary Staffing Costs					
Training Budget	£ 30,000.00				
Additional Equipment	£ -				
Recruitment	£ -				
Other (Please specify) Call centre contingency and	£ 36,300.00				
Total	£ 66,300.00				
Other Contract Related Costs					
Small aids/minor alterations Installation Costs (Plea	£ 15,000.00				
Fuel Costs	£ -				
Sub Contract Costs (Please specify)	£ -				
Other (Please specify)NKDC Pension Back Costs	£ 19,700.00				
Total	£ 34,700.00				
Total Management/Back Office & Other Contract	£ 1,038,197.00				
Wellbeing Assessment and Support Planning Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 675,194.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Re	£ -				
Other (Please specify)	£ -				
Total	£ 675,194.00				
Wellbeing Generic Support Delivery Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 723,423.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Re	£ -				
Other (Please specify)	£ -				
Total	£ 723,423.00				
Installation - Small Aids and Minor Alterations Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 117,893.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Re	£ -				
Other (Please specify)	£ -				
Total	£ 117,893.00				
Wellbeing Response Service Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 791,583.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Re	£ -				
Other (Please specify)	£ -				
Total	£ 791,583.00				
Total Staffing and Other Contract Related Costs	£ 2,308,093.00				
Sub Total Annual Contract Running Costs	£ 3,346,290.00				
Profit Mark Up	£ 128,832.17				
Profit Margin (Please enter your proposed %)	4%				
Fee's & Contributions - Wellbeing Response Ser	£ 207,746.00				
Total Net Annual Contract Running Costs	£ 3,267,376.17				

Open Book Accountancy - Year 3 Wellbeing Service

Full Economic Costs of Service Delivery (Assumes 100% of Service Delivery)	Annual Budget (£)	Budget Year to Date (£)	Actual Expenditure Year to Date up to 30 September 2027	Variance to Year to Date Budget (£)	Variance from Annual Budget (£) - Underspend + Overspend
ANNUAL CONTRACT RUNNING COST- 13 January 2027 to 13 January 2028					
Premises Costs					
Rent	£ 61,362.00				
Lease Agreement	£ -				
Rates	£ -				
Insurance	£ 8,450.00				
Utilities	£ -				
General Maintenance	£ -				
Security Contract/Equipment	£ -				
Other (Please specify)	£ -				
Total	£ 69,812.00				
Administration and Office Costs					
ICT - Include Licence Fees	£ 113,280.00				
Communication Costs	£ 28,100.00				
Office Equipment	£ -				
Publicity/Promotions/Campaigns	£ 5,000.00				
Other (Please specify)/Corporate recharges	£ 88,293.00				
Total	£ 234,673.00				
Administrative Staff Costs					
Total Salary (inc. NI and Pensions)	£ 219,552.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Other (Please specify)	£ -				
Total	£ 219,552.00				
Management Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 439,053.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Other (Please specify)	£ -				
Total	£ 439,053.00				
Additional Non Salary Staffing Costs					
Training Budget	£ 30,000.00				
Additional Equipment	£ -				
Recruitment	£ -				
Other (Please specify)/Call centre contingency & misc	£ 36,300.00				
Total	£ 66,300.00				
Other Contract Related Costs					
Small aids/minor alterations Installation Costs (Please specify)	£ 15,000.00				
Fuel Costs	£ -				
Sub Contract Costs (Please specify)	£ -				
Other (Please specify)/NKDC Pension back funding	£ 20,400.00				
Total	£ 35,400.00				
Total Management/Back Office & Other Contract	£ 1,064,790.00				
Wellbeing Assessment and Support Planning Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 691,638.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Related Costs	£ -				
Other (Please specify)	£ -				
Total	£ 691,638.00				
Wellbeing Generic Support Delivery Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 691,638.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Related Costs	£ -				
Other (Please specify)	£ -				
Total	£ 691,638.00				
Installation - Small Aids and Minor Alterations Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 120,747.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Related Costs	£ -				
Other (Please specify)	£ -				
Total	£ 120,747.00				
Wellbeing Response Service Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 810,719.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Related Costs	£ -				
Other (Please specify)	£ -				
Total	£ 810,719.00				
Total Staffing and Other Contract Related Costs	£ 2,314,742.00				
Sub Total Annual Contract Running Costs	£ 3,379,532.00				
Profit Mark Up	£ 101,385.96				
Profit Margin (Please enter your proposed %)	3%				
Fee's & Contributions - Wellbeing Response Service	£ 211,901.00				
Total Net Annual Contract Running Costs	£ 3,269,016.96				

Open Book Accountancy - Year 4 Wellbeing Service

Full Economic Costs of Service Delivery (Assumes 100% of Service Delivery)	Annual Budget (£)	Budget Year to Date (£)	Actual Expenditure Year to Date up to 30 September 2028	Variance to Year to Date Budget (£)	Variance from Annual Budget (£) - Underspend + Overspend
ANNUAL CONTRACT RUNNING COST- 13 January 2029 to 13 January 2030					
Premises Costs					
Rent	£ 63,287.00				
Lease Agreement	£ -				
Rates	£ -				
Insurance	£ 8,874.00				
Utilities	£ -				
General Maintenance	£ -				
Security Contract/Equipment	£ -				
Other (Please specify)	£ -				
Total	£ 72,161.00				
Administration and Office Costs					
ICT - Include Licence Fees	£ 119,446.00				
Communication Costs	£ 28,100.00				
Office Equipment	£ -				
Publicity/Promotions/Campaigns	£ 5,000.00				
Other (Please specify)/Corporate recharges	£ 90,301.00				
Total	£ 242,847.00				
Administrative Staff Costs					
Total Salary (inc. NI and Pensions)	£ 224,885.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Other (Please specify)	£ -				
Total	£ 224,885.00				
Management Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 449,811.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Other (Please specify)	£ -				
Total	£ 449,811.00				
Additional Non Salary Staffing Costs					
Training Budget	£ 30,000.00				
Additional Equipment	£ -				
Recruitment	£ -				
Other (Please specify)/Call centre contingency and r	£ 36,300.00				
Total	£ 66,300.00				
Other Contract Related Costs					
Small aids/minor alterations Installation Costs (Plea	£ 15,000.00				
Fuel Costs	£ -				
Sub Contract Costs (Please specify)	£ -				
Other (Please specify)/NKDC Pension back funding	£ 21,100.00				
Total	£ 36,100.00				
Total Management/Back Office & Other Contract	£ 1,092,104.00				
Wellbeing Assessment and Support Planning Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 657,887.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Re	£ -				
Other (Please specify)	£ -				
Total	£ 657,887.00				
Wellbeing Generic Support Delivery Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 708,494.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Re	£ -				
Other (Please specify)	£ -				
Total	£ 708,494.00				
Installation - Small Aids and Minor Alterations Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 123,672.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Re	£ -				
Other (Please specify)	£ -				
Total	£ 123,672.00				
Wellbeing Response Service Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 830,333.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Re	£ -				
Other (Please specify)	£ -				
Total	£ 830,333.00				
Total Staffing and Other Contract Related Costs	£ 2,320,386.00				
Sub Total Annual Contract Running Costs	£ 3,412,490.00				
Profit Mark Up	£ 73,368.54				
Profit Margin (Please enter your proposed %)	2%				
Fee's & Contributions - Wellbeing Response Ser	£ 216,139.00				
Total Net Annual Contract Running Costs	£ 3,269,719.54				

Open Book Accountancy - Year 5 Wellbeing Service

Full Economic Costs of Service Delivery (Assumes 100% of Service Delivery)	Annual Budget (£)	Budget Year to Date (£)	Actual Expenditure Year to Date up to 30 September 2029	Variance to Year to Date Budget (£)	Variance from Annual Budget (£) - Underspend + Overspend
ANNUAL CONTRACT RUNNING COST- 13 January 2028 to 13 January 2029					
Premises Costs					
Rent	£ 65,322.00				
Lease Agreement	£ -				
Rates	£ -				
Insurance	£ 9,307.00				
Utilities	£ -				
General Maintenance	£ -				
Security Contract/Equipment	£ -				
Other (Please specify)	£ -				
Total	£ 74,629.00				
Administration and Office Costs					
ICT - Include Licence Fees	£ 126,223.00				
Communication Costs	£ 28,100.00				
Office Equipment	£ -				
Publicity/Promotions/Campaigns	£ 5,000.00				
Other (Please specify)/Corporate recharges	£ 92,129.00				
Total	£ 251,452.00				
Administrative Staff Costs					
Total Salary (inc. NI and Pensions)	£ 230,354.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Other (Please specify)	£ -				
Total	£ 230,354.00				
Management Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 460,839.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Other (Please specify)	£ -				
Total	£ 460,839.00				
Additional Non Salary Staffing Costs					
Training Budget	£ 30,000.00				
Additional Equipment	£ -				
Recruitment	£ -				
Other (Please specify)	£ 36,300.00				
Total	£ 66,300.00				
Other Contract Related Costs					
Small aids/minor alterations Installation Costs (Please)	£ 15,000.00				
Fuel Costs	£ -				
Sub Contract Costs (Please specify)	£ -				
Other (Please specify)/NKDC Pension back funding	£ 21,800.00				
Total	£ 36,800.00				
Total Management/Back Office & Other Contract	£ 1,120,374.00				
Wellbeing Assessment and Support Planning Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 673,930.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Related	£ -				
Other (Please specify)	£ -				
Total	£ 673,930.00				
Wellbeing Generic Support Delivery Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 673,930.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Related	£ -				
Other (Please specify)	£ -				
Total	£ 673,930.00				
Installation - Small Aids and Minor Alterations Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 126,670.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Related	£ -				
Other (Please specify)	£ -				
Total	£ 126,670.00				
Wellbeing Response Service Staffing Costs					
Total Salary (inc. NI and Pensions)	£ 850,435.00				
Total Travel Allowance	£ -				
Total Mobile Phone	£ -				
Total Subsistence	£ -				
Total Insurance	£ -				
Total Management/Back Office & Other Contract Related	£ -				
Other (Please specify)	£ -				
Total	£ 850,435.00				
Total Staffing and Other Contract Related Costs	£ 2,324,965.00				
Sub Total Annual Contract Running Costs	£ 3,445,339.00				
Profit Mark Up	£ 44,789.41				
Profit Margin (Please enter your proposed %)	1%				
Fee's & Contributions - Wellbeing Response Ser	-£ 220,462.00				
Total Net Annual Contract Running Costs	£ 3,269,666.41				

SCHEDULE 4
COMMERCIALLY SENSITIVE INFORMATION SCHEDULE

NONE

SCHEDULE 5

PERFORMANCE MONITORING SYSTEM

PART A – CONTRACT MANAGEMENT

1. Contract Management Meetings

- 1.1 The Customer seeks to ensure that value for money is achieved in all services it commissions. It is a requirement that value for money is demonstrated through delivery of positive outcomes for Service Users in receipt of commissioned services. The Customer and Supplier must ensure that robust contract management is taking place in order to achieve, and evidence achievement of, value for money and positive outcomes.
- 1.2 Contract Management Meetings will take place on a Monthly basis initially during the first six (6) Months of the Contract Period, moving to a Quarterly frequency thereafter or once the Contract is effectively implemented and established (subject to the Customer's assessment of contract risk). Meeting dates shall be agreed between the Parties.
- 1.3 Contract Management Meetings shall be designed to share and exchange information that will support continuous improvement of Service provision and review the Supplier's performance of this Contract. The contract management process should lead to partnership learning and offer opportunities to share good practice across preventative services.
- 1.4 The Customer may request a Contract Management Meeting with the Supplier at any time or may increase the frequency of Contract Management Meetings if any concerns in the following areas are identified:
 - a) Performance Measures
 - b) Contract compliance
 - c) Contract value and payments
 - d) Quality
 - e) Issue of a Default Notice
 - f) Complaints
 - g) Risk to the Customer
- 1.5 The frequency of the Contract Management Meetings throughout the Contract Period is subject to change and shall be determined by the Customer.
- 1.6 The Supplier shall be issued with an agenda prior to each Contract Management Meeting, which shall include but is not limited to:
 - Service utilisation and demand
 - Service performance against the Performance Measures
 - Financial viability and payments
 - Service operations including feedback, complaints, incidents, safeguarding and staffing resources
 - Service development and market analysis
 - Contract and service risks
- 1.7 The Supplier shall equally be given the opportunity to contribute to the agenda prior to each Contract Management Meeting arranged by the Customer.

- 1.8 The Parties shall attend an annual contract review meeting after the end of each Contract Year, to be arranged by the Customer. These reviews will focus on:
- Contract compliance
 - Quality assurance
 - Staffing
 - Service User involvement
 - Continuous Improvement and engagement
 - Performance targets and measures review
- 1.9 The Customer retains the right to canvass confidentially the views of the Service Users and/ or their representative in relation to the Service.

2. Reporting Requirements

- 2.1 The Supplier shall provide all the data and reporting, and at such frequency, as set out in Annex A of this Schedule 5.
- 2.2 All data required to be provided at detailed at Annex A shall be sourced from the Customer's case management system, Mosaic or any replacement software (unless otherwise stated) and the Supplier shall be responsible for including such data within its reports and sharing this information with the Customer no later than seven (7) calendar days before each Contract Management Meeting or, if required by the Customer, seven (7) calendar days before any additional management meeting, or within such timescales as the Parties may otherwise agree.
- 2.3 In addition to Open Book Data requirements in Schedule 3, the Supplier shall provide to the Customer a report detailing Open Book Data on a Quarterly basis for the relevant Quarter. Such report to be provided no later than seven (7) calendar days before each Contract Management Meeting or, if required by the Customer, seven (7) calendar days before any additional management meeting, or within such timescales as the Parties may otherwise agree. The format of the report shall be as agreed between the Parties.

3. Responsibilities of the Customer

The Customer shall ensure that:

- a Customer's Contract Manager is assigned to monitor this contract and work with the Supplier to ensure positive outcomes for Service Users.
- Contract Management Meetings shall be arranged (and determined by the Customer) for each Contract Year on a rolling basis. The frequency of Contract Management Meetings will be dependent upon a risk analysis assessment of the Service by the Customer.
- Contract Management Meetings and any additional management meetings shall be recorded and the Customer's Contract Manager shall discuss and agree areas for improvement and action points with reasonable timescales shall be entered onto an Improvement Plan by the Customer which will be shared with the Supplier in accordance with Clause H7.
- the Customer's Contract Manager shall monitor, and challenge where necessary, the performance of the Service and the Supplier's compliance with the Specification and the terms and conditions of this Contract.

- Information made available by the Supplier shall be analysed and challenged by the Customer's Contract Manager.
- the Customer's Contract Manager may, in its absolute discretion, support and provide advice as and when required by the Supplier.
- the Customer's Contract Manager monitors the Supplier's Management Information submitted by the Supplier, in line with specified reporting requirements and discuss any required actions with the Supplier.

4. Responsibilities of the Supplier

The Supplier shall:

- meet or exceed each KPI and Performance Indicators, at all times.
- submit Management Information, Performance Indicators and Key Performance Indicators reports, and all other reports specified in this Schedule 4, at the required intervals in accordance with this Schedule.
- where Key Performance Indicators and Performance Indicators are unlikely to be met or where the Supplier is experiencing any difficulties with the provision of the Service, the Supplier shall inform the Customer's Contract Manager at the earliest opportunity.
- inform the Customer's Contract Manager of issues with regard to the performance and/or conduct of the Service, the Staff or any Sub-Contractor to ensure compliance with the Contract and Specification
- co-operate with the processes of the Customer for monitoring, evaluation and quality audit in whatever way reasonably requested, and shall provide copies of any documents that are reasonably requested by the Customer, including but not limited to those referenced in Clauses E7, E8 and E11.
- maintain regular communication with the Customer's Contract Manager in whatever way reasonably required by the Customer.
- allow the Customer's Contract Manager or their Customer's representatives reasonable access to the Premises, including access to all documents relating to the performance of the Service under this Contract.
- make available to the Customer relevant information concerning Service Users, on request from the Customer.
- provide case studies at each Contract Management Meeting detailing the support that has been provided and outcomes achieved by individual Service Users, across a variety of support interventions.

PART B – PERFORMANCE MANAGEMENT AND MONITORING

1. Subject to paragraph 3 of this Part B below, this Schedule shall apply in full from the Service Commencement Date and details the elements of the Services that shall be measured to monitor performance and to monitor and incentivise performance by means of Improvements Plans and Service Credits (as further set out in Part C below). The Services shall be monitored against the performance measures detailed in this Schedule which reflect the requirements of the Service to be provided, as detailed within the Contract.
2. The Supplier's performance of its obligations under this Contract shall be monitored by the Customer against five types of measure. These are set out in the table below and with further detail of specific measures contained at Annex A of this Schedule 5:

Measure	Description
Key Performance Indicator (KPI)	These are often but not exclusively quantifiable measures to monitor the performance of an element of service delivery against a target level or pre-determined standard. These measures are deemed to be most indicative of high performance against the service aims.
Performance Indicator (PI)	These are often but not exclusively quantifiable measures to enable the Customer to monitor the performance of an element of service delivery against a target level or pre-determined standard.
Management Information (MI)	This is utilised to support quantitative and qualitative intelligence to provide oversight of service delivery and to support the Customer's wider system commissioning insights from service operations and delivery.
Quarterly Quality Measures (QQM)	These support the Customer's overall assessment of the quality-of-service provision at quarterly intervals through oversight of Service User feedback, incidents, staffing analysis and service learning.
Annual Quality Measures (AQM)	These support the Customer's annual overall assessment of the service provision through adherence to established standards, audits and planning for and learning from Service User experience.

3. The Supplier shall meet or exceed the KPIs and Performance indicators at all times during the Contract Period.
4. In addition to the submission of statutory data, monitoring for protected groups under the Equality Legislation and safeguarding reporting, output monitoring will be needed in respect of all referrals, staff training and development, recruitment and retention levels.
5. The Performance Measures shall be used as tools to assist the management and monitoring of the Supplier's performance of the Services and its obligations under this Contract. The Supplier shall work with the Customer to provide all Performance Measures information as required.
7. All Performance Measures shall be reviewed by the Parties annually at the annual contract review meeting detailed at paragraph 1.8 of Part A of this Schedule above and the Parties shall make any changes in accordance with the Change Control Procedure.
8. The Supplier shall be responsible for the monitoring and accurate recording at all times of its own performance of the Services and of compliance with, or failure under, the requirements of this Schedule. This is without prejudice to the rights of the Customer to monitor performance independently.

9. The Supplier shall notify the Customer, in reasonable detail, of any Service Failures against any of the KPIs and/or Performance Indicators as part of the Supplier's reporting obligations set out in Clause 5.3.
10. In addition to the Performance Measures, the Customer shall monitor the number of safeguarding referrals and Serious Incidents reported and received. This does not replace the Supplier's obligation to inform the Customer's Customer Service Centre of any safeguarding issue nor does it negate clinical / health suppliers of the requirement to report serious health related incidents and to follow the process below. This does not negate a CQC registered provider's duty to report notifiable occurrences and incidents.
11. The Supplier is required to report all Serious Incidents, near-misses or to highlight areas of concern to the Customer within twenty four (24) hours of the Supplier becoming aware of the incident. Such notification must be sent using the Serious Incident Reporting Form (this form will be made available to the Supplier separately), via secure email to [Public Health Incident Report@lincolnshire.gov.uk](mailto:Public_Health_Incident_Report@lincolnshire.gov.uk).

PART C - IMPROVEMENT PLANS AND SERVICE CREDITS

1. Where there is a Service Failure and the Service delivery is below the target (set out at Annex A) for any Key Performance Indicator and/or Performance Indicator, the Customer may elect to operate the Improvement Plan Process.
2. Subject to paragraph 3 below of this Part C, if the Supplier's delivery of the Service is below the tolerance of the required target for WBS_KPI-01, WBS_KPI-03 and/or WBS_KPI-04 at Annex A of this Schedule 5, the Customer may invoke the Improvement Plan Process and may also apply Service Credits without prejudice to any other remedies the Customer may have. Service Credits will be calculated following the relevant Contract Management Meeting and application will be considered as part of the contract management process. If Service Credits are accrued, they will be applied in the next invoice following the latest Quarterly report provided by the Supplier in accordance with this Schedule.
3. The Supplier shall not be liable to deductions of Service Credits for its performance against any KPI during the first six (6) Months of the Contract Period.
4. The Customer may in its sole and absolute discretion grant relief from the application of the Improvement Plan Process and/or Service Credits (where applicable), if it is satisfied that the reason for the Service Failure was outside the reasonable control of the Supplier. To claim such relief evidence must be provided by the Supplier to the Customer for each event for which relief is sought. Such evidence must show that the Supplier was unable to mitigate the effects of the reason for the Service Failure. The Customer shall review the application for relief and determine if the event causing a Service Failure was or was not outside the reasonable control of the Supplier. The conclusion of the Customer shall be final. The Supplier must apply reasonable measures to mitigate problems/events which affect the delivery of the Service to prevent the occurrence or minimise the amount of Service Failures.
5. The Service Credits are calculated as set out within Annex A of this Schedule 5 and applied to the Service Charges in pursuant to Schedule 3.

6. The Customer shall only apply Service Credits to a maximum of five percent (5%) of the annual contract value for each Contract Year, pursuant to Clause G1.3A.

ANNEX A – PERFORMANCE MEASURES AND SERVICE CREDITS

Service Element	Indicator Reference	Indicator Type	Indicator Name	Definition/Description	Target	Reporting Frequency
Service Referrals and Access						
Service Referrals and Access	WBS_MI-01	Management Information	Total number of service referrals received by pathway	The total number of service referrals received within the reporting period (each calendar month). To be reported by referral pathway [CSC telephone, CSC e-referral, Direct Professional/Partner] This shall exclude referrals for Telecare Response Service.	N/a	Monthly
Service Referrals and Access	WBS_MI-02	Management Information	The average screening score of service referrals	The total collective screening score of all service referrals received each calendar month divided by the total number of service referrals received within the same calendar month.	N/a	Monthly
Service Referrals and Access	WBS_MI-03	Management Information	Total number of service referrals received by source	The total number of service referrals received within the reporting period (each calendar month). This shall exclude referrals for Telecare Response Service. To be reported by original source [Self referral, friend/family, Professional/Partner]	N/a	Quarterly with monthly breakdown
Service Referrals and Access	WBS_MI-04	Management Information	Referral Analysis Report	The number of new service referrals received within the reporting period, broken down via the following elements [definitive list and report format to be confirmed during mobilisation/implementation but may be subject to change] <ul style="list-style-type: none"> - service user age - service user gender - service user ethnicity - service user location [by Lincolnshire District, by Lincolnshire District age standardised per 100,000, by Indices of Deprivation per 100,000] - service user additional needs [number identified; Mental Health Condition, Physical Disability, Learning Disability and/or Autism, Sensory Impairment, Substance Misuse] - service users already accessing adult care long term services - Distribution of screening scores - Outcome areas identified at referral - Professional/Partner source via direct referral (via Mosaic) - Professional/Partner signposting source On a quarterly basis the Supplier shall present the Referral Analysis Report in an agreed format including key findings and resulting service actions from the intelligence for service engagement, promotion and partnership working	N/a	Quarterly with monthly breakdown
Service Referrals and Access	WBS_MI-05	Management Information	Referrals not progressing to assessment	The number of referrals received within the reporting period that do not progress to assessment (closed at referral), reported by reason. Definitive reason list to be developed with Supplier during mobilisation; to include but not limited to [declined support, duplicate referral, unable to contact]	N/a	Quarterly with monthly breakdown
Service Referrals and Access	WBS_MI-06	Management Information	Repeat Referrals	The number of referrals received within the reporting period where the service user has completed a service assessment within the previous periods: (a) less than 6 months from referral date (b) 6-12 months from referral date	N/a	Quarterly

Service Engagement and Universal Offer

Service Engagement and Universal Offer	WBS_MI-07	Management Information	Annual Engagement Plan	The Supplier shall co-produce an annual Engagement Plan outlining the activities and strategies to be deployed to meet the expectations set out within 3.4 of the service specification. The Supplier shall share an initial plan within three months of contract commencement and then annually during the month of October covering the contract year ahead. The Supplier shall actively involve partners and service users in the development and review of the Engagement Plan.	N/a	Annual
Service Engagement and Universal Offer	WBS_MI-08	Management Information	Universal Offer Update	The Supplier shall produce and share a quarterly report detailing the activities and review of content as part of the Universal Offer. The format of the report shall be agreed during service mobilisation but shall include a reflective review of the offer and forward plan of activities for the coming period.	N/a	Quarterly

Assessment Measures

Assessment Measures	WBS_MI-09	Management Information	Assessments completed	The total number of assessments completed within the reporting period.	N/a	Quarterly with monthly breakdown
Assessment Measures	WBS_MI-10	Management Information	Assessment timescales	The average length of time between date of service referral and assessment commencement in calendar days for the reporting period.	N/a	Quarterly with monthly breakdown
Assessment Measures	WBS_MI-11	Management Information	Case closures following assessment	The number of wellbeing service cases that are closed following assessment by reason. Definitive list to be devised during mobilisation to include but not limited to; needs/outcomes met, declined further service support, unable to contact.	N/a	Quarterly with monthly breakdown
Assessment Measures	WBS_MI-12	Management Information	Assessment method	The number of assessments completed within the reporting period by method of completion i.e. telephone, in-person, digital/video call.	N/a	Quarterly with monthly breakdown

Generic Support Measures

Generic Support Measures	WBS_KPI-04	Key Performance Indicator	Percentage of generic support that commences within 21 calendar days of service referral	KPI-04	90%	Quarterly with monthly breakdown
Generic Support Measures	WBS_MI-13	Management Information	Generic Support interventions commenced	The total number of unique service user generic support interventions commenced within the reporting period.	N/a	Quarterly with monthly breakdown
Generic Support Measures	WBS_MI-14	Management Information	Conversion rate of assessment to generic support	The total number of unique service users completing an assessment in the reporting period that went on to commence generic support.	n/a	Quarterly with monthly breakdown
Generic Support Measures	WBS_MI-15	Management Information	Average length of generic support intervention	The average length of time between generic support interventions commencing and the case being closed in the reporting period. To be reported by calendar days and distribution of length of support. Case closed defined as date of planned exit or if unplanned the last date of active support.	n/a	Quarterly
Generic Support Measures	WBS_MI-16	Management Information	Generic Support interventions requiring more than 12 weeks of support	The number of cases closed in the reporting period that were open for more than 12 weeks. The Supplier to provide analysis of these cases to support service development and intelligence.	n/a	Quarterly
Generic Support Measures	WBS_MI-17	Management Information	Onward Referral Analysis	The Supplier to produce and share an analysis of onward referrals made during or following assessment and/or generic support. The format of the report is to be developed during mobilisation and shall include but not be limited to capturing referrals made to Adult Social Care, LCES, Occupational Therapy and other agreed partners.	n/a	Quarterly

Small Aids and Minor Alterations Measures

Small Aids and Minor Alterations Measures	WBS_KPI-05	Key Performance Indicator	Percentage of small aid installations fitted within 7 days of referral	KPI-05	85%	Quarterly with monthly breakdown
Small Aids and Minor Alterations Measures	WBS_MI-18	Management Information	The total number of unique service users with small aid and minor alterations identified/requested at assessments (conversion rate)	The total number of small aid and minor adaptations identified/requested at assessments conducted within the reporting period. To be reported by (a) small aid (b) minor adaptation For avoidance of doubt this measure is capturing small aids/minor adaptations identified and installed through the Wellbeing Service only.	n/a	Quarterly with monthly breakdown
Small Aids and Minor Alterations Measures	WBS_MI-19	Management Information	The total number of small aids provided through the LCES	The total number of small aids provided via the LCES service in the reporting period. To be reported by number of service users, number of items and details of equipment.	n/a	Quarterly with monthly breakdown
Small Aids and Minor Alterations Measures	WBS_MI-20	Management Information	The total number of small aid installations completed	The total number of small aid installations completed in the reporting period. To be reported by: (a) service user sourced equipment (b) service sourced equipment Installations should be counted per service user for this measure rather than per item.	n/a	Quarterly with monthly breakdown
Small Aids and Minor Alterations Measures	WBS_MI-21	Management Information	The total number of minor alternations completed	The total number of minor alterations completed in the reporting period.	n/a	Quarterly with monthly breakdown
Small Aids and Minor Alterations Measures	WBS_PI-01	Performance Indicator	Percentage of minor alterations completed within 14 days of referral	Numerators: Of the denominator, the number completed within 14 calendar days of being identified through assessment or generic support. (It is the Customers expectation that minor alterations are referred to the Small Aids and Minor Alterations element of the service on the same working day as they are identified within an assessment or generic support intervention) Denominator: The total number of service users requiring minor alterations within the reporting period. This measure shall exclude complex alterations as outlined in 3.3.4.15 of the service specification.	80%	Quarterly with monthly breakdown
Small Aids and Minor Alterations Measures	WBS_MI-22	Management Information	Small Aids and Minor Alternations Analysis Report	The Supplier shall produce and share a quarterly analysis of activity for this service element. The format of the report shall be mutually agreed during the mobilisation period. It shall include but not be limited to; [average number of small aid items per customer, the type of equipment installed, if supported the sourcing of equipment the average cost of frequently identified items, type of minor alterations completed and any instances of refusal to install customer sourced equipment].	n/a	Quarterly

Service User Outcome and Experience Measures

Service User Outcome and Experience Measures	WBS_KPI-01	Key Performance Indicator	Service users supported to achieve an overall improvement across their outcomes	KPI-01	95%	Quarterly with monthly breakdown
Service User Outcome and Experience Measures	WBS_PI-02	Performance Indicator	Service users supported to improve their ability to maintain their home environment	<p>These indicators enable further analysis of the Service User Outcomes to determine how successfully the individual outcomes are being supported through service interventions including which outcomes service users are most seeking support with. This analysis will aid service intelligence and drive continuous improvement and development.</p> <p>A planned exit to the service shall be those where the individual completes their review of their outcomes and customer experience outcomes.</p> <p>Numerator: Of the denominator, the number reporting a higher individual Outcome Score at exit than their entry score.</p> <p>Denominator: The total number of service users (identifying the relevant outcome domain) exiting the service in a planned way within the reporting period.</p>	80%	Quarterly
Service User Outcome and Experience Measures	WBS_PI-03	Performance Indicator	Service users supported to access equipment or alterations to help them get around their home		80%	Quarterly
Service User Outcome and Experience Measures	WBS_PI-04	Performance Indicator	Service users supported to improve their home management and life skills		80%	Quarterly
Service User Outcome and Experience Measures	WBS_PI-05	Performance Indicator	Service users supported to improve their ability to manage their household budget		80%	Quarterly
Service User Outcome and Experience Measures	WBS_PI-06	Performance Indicator	Service users supported to improve their digital skills		80%	Quarterly
Service User Outcome and Experience Measures	WBS_PI-07	Performance Indicator	Service users supported to improve their ability to manage their long-term condition		80%	Quarterly
Service User Outcome and Experience Measures	WBS_PI-08	Performance Indicator	Service users supported to improve their ability to find and stay in education, training or work		80%	Quarterly
Service User Outcome and Experience Measures	WBS_PI-09	Performance Indicator	Service users supported to improve their support network		80%	Quarterly
Service User Outcome and Experience Measures	WBS_KPI-02	Key Performance Indicator	Delaying and reducing the need for adult care and support		KPI-02	5%
Service User Outcome and Experience Measures	WBS_KPI-06	Key Performance Indicator	Percentage of service users who exit the service in a planned way	KPI-06	85%	Quarterly with monthly breakdown
Service User Outcome and Experience Measures	WBS_PI-10	Performance Indicator	Customer Experience: Service users feel listened to and treated with compassion and respect	<p>Individuals service experience outcomes responses to be captured at exit from generic support interventions</p> <p>Scale to be used [strongly agree, agree, neither agree nor disagree, disagree, strongly disagree]</p> <p>Numerator: Of the denominator, the number that strongly agreed or agreed to the customer experience statements.</p>	95%	Quarterly
Service User Outcome and Experience Measures	WBS_PI-11	Performance Indicator	Customer Experience: Service users feel their outcomes and wellbeing is prioritised	Denominator: The total number of responses to the service experience questions within planned service exits within the reporting period.	95%	Quarterly
Service User Outcome and Experience Measures	WBS_KPI-07	Key Performance Indicator	Customer Experience: Access to information, advice and community resources	KPI-07	95%	Quarterly

Telecare Response Measures

Telecare Response Measures	WBS_KPI-03	Key Performance Indicator	Percentage of telecare call-outs attended within 1 hour of the alarm being notified to the Wellbeing Service	KPI-03	90%	Quarterly with monthly breakdown
Telecare Response Measures	WBS_MI-23	Management Information	Exceptions report	Quarterly summary report detailing the reasons for exceptions to the 60 minute response call - out target including service user location and resulting service actions or learning as a result.	N/a	Quarterly
Telecare Response Measures	WBS_MI-24	Management Information	Telecare Response Service Customer Base	The total number of people registered for the Telecare Response Service at the close of the calendar month	N/a	Quarterly with monthly breakdown
Telecare Response Measures	WBS_MI-25	Management Information	Number of response call outs by a responder by reason	The total number of response calls outs attended by a responder during the reporting period by primary response reason as specified in Appendix B	N/a	Quarterly with monthly breakdown
Telecare Response Measures	WBS_MI-26	Management Information	Customer Experience Survey	The Supplier shall complete an annual customer experience survey of Telecare Response Customers with the results and any recommendations shared with the Customer.	N/a	Annual
Telecare Response Measures	WBS_MI-27	Management Information	Response Service Customer Base Intelligence Report	The Supplier to produce and share on an annual basis analysis of their Telecare Service Customer base, scope to be mutually agreed during mobilisation but shall include but not limited to customer demographics, location distribution, monitoring centre provider, number referred into wellbeing service for assessment, analysis of call out times and frequency.	N/a	Annual

Quarterly Quality Measures (QQM)

Quality Measure	WBS_QQM-01	Quarterly Quality Measure	Service case studies	The Supplier to provide case studies at each contract management meeting detailing the support provided and outcome achieved by individual service users across a variety of support interventions, length of support, demographics and complexities.	N/a	Quarterly
Quality Measure	WBS_QQM-02	Quarterly Quality Measure	Complaints/incidents/reporting	Supplier to submit number of incidents/referrals in the reporting period: (a) Complaints (b) Safeguarding alerts/referrals made by the Service (c) Referrals to domestic abuse service/MARAC (d) Serious Incidents	N/a	Quarterly
Quality Measure	WBS_QQM-03	Quarterly Quality Measure	Compliments and user feedback	The Supplier to share compliments and feedback from service users/partners including information captured through quality assurance activities within the reporting period.	N/a	Quarterly
Quality Measure	WBS_QQM-04	Quarterly Quality Measure	Staff Training Matrix	Supplier to share training matrix detailing the compliance with the specification training requirements for staff delivering the service on a quarterly basis.	N/a	Quarterly

Annual Quality Measures (AQM)						
Quality Measure	WBS_AQM-01	Annual Quality Measure	Stakeholder Mapping	Supplier to produce annual report on stakeholder mapping in relation to inward and outward referrals and partnerships and any resulting findings/recommendations. Format of report to be mutually agreed.	N/a	Annual
Quality Measure	WBS_AQM-02	Annual Quality Measure	Quality Assurance Feedback Report	Supplier to provide an annual overview report detailing the quality assurance activities and resulting findings from their quality assurance processes and measures as detailed in 4.3 of the service specification. This shall include but not be limited to lessons learnt and service developments as a result of the findings of these processes. This shall be shared with the Customer one calendar month after the contract anniversary each calendar year.	N/a	Annual
Quality Measure	WBS_AQM-03	Annual Quality Measure	Skills Audit and Training Plan	Supplier to evidence annual skills audit and report findings to be shared on findings and any identified skills gaps and associated training plan for the coming year. Initial training plan to be submitted during mobilisation and then on contract anniversary each year.	N/a	Annual

Additional Management Information						
Open Book Accounting		Management Information	Open Book Accounting Submission	The Supplier shall submit a quarterly report detailing the actual expenditure for the preceding quarter against budgeted spend as detailed within the pricing submission during the tender process. For the avoidance of doubt, the last quarterly report of each contract year shall provide the final position for the full contract year for actual service delivery expenditure against the annual service budget.	N/a	Quarterly

Service Credits

Indicator ID	Indicator Name	Service Credit % weighting	Maximum £ of Service Credit per annum	Maximum £ of Service Credit per Reporting Period	£ of Performance Credit per % Application Scale
WBS_KPI-01	Service users supported to achieve an overall improvement across their outcomes	40%	£65,366.80	£16,341.70	£3,268.34
WBS_KPI-03	Percentage of telecare call-outs attended within 1 hour of the alarm being notified to the Wellbeing Service	30%	£49,025.10	£12,256.28	£2,451.26
WBS_KPI-04	Percentage of generic support sessions that commence within 21 calendar days of service referral	30%	£49,025.10	£12,256.28	£2,451.26
Totals		100%	£163,417.00	£40,854.25	N/a

Indicator ID	Indicator Name	Target	% Application Scale				
WBS_KPI-01	Service users supported to achieve an overall improvement across their outcomes	95%	85.0%	86.0%	87.0%	88.0%	89.0%
			£16,342	£13,073	£9,805	£6,537	£3,268
WBS_KPI-03	Percentage of telecare call-outs attended within 1 hour of the alarm being notified to the Wellbeing Service	90%	80.0%	81.0%	82.0%	83.0%	84.0%
			£12,256	£9,805	£7,354	£4,903	£2,451
WBS_KPI-04	Percentage of generic support that commences within 21 calendar days of service referral	90%	80.0%	81.0%	82.0%	83.0%	84.0%
			£12,256	£9,805	£7,354	£4,903	£2,451

Indicator ID	Indicator Name	Application Timescale
WBS_KPI-01	Service users supported to achieve an overall improvement across their outcomes	Q1 2025-26
WBS_KPI-03	Percentage of telecare call-outs attended within 1 hour of the alarm being notified to the Wellbeing Service	Q1 2025-26
WBS_KPI-04	Percentage of generic support that commences within 21 calendar days of service referral	Q1 2025-26

Key Performance Indicators

Indicator ID	WBS_KPI-01
Indicator Name	Service users supported to achieve an overall improvement across their outcomes
Definition/Description	<p>This indicator identifies the percentage of individuals exiting service (in a planned way) who self reported an overall improvements across the outcomes they identified when entering the service.</p> <p>An overall improvement is defined as a higher self reported combined outcome score at service exit than identified at service entry.</p> <p>Individuals who have a planned exit from the service are those that complete a final review of their outcomes (including service experience outcomes) on exit of the service.</p>
Rationale for Indicator	<p>This indicator is focused on understanding the overall improvement in service users' outcomes that can be identified following a period of service support. This measure seeks to ensure the Supplier provides outcome focused, personalised support that can demonstrate the impact/improvement for individuals through service support.</p> <p>This KPI requires the Supplier to capture the number of people exiting the service with an improvement in their outcome score (e.g. an overall combined Exit Score a minimum of one point higher than combined Entry Score at Assessment).</p>
Numerator	Of the denominator, the number of service users who have exiting the service with a higher Exit Score than Entry Score.

Denominator	The total number of service users who have exited the service in a planned way within the reporting period.
Indicator Data Source	Customer Mosaic Workflow
Target	95%
Service Credit?	Yes
Value Type	Percentage
Target Performance Tolerance	5%
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly

Indicator ID	WBS_KPI-02
Indicator Name	Delaying and reducing the need for adult care and support
Definition/Description	The percentage of service users who receive a Wellbeing Service Assessment who go on to receive long term support from adult care.

Rationale for Indicator	<p>Percentage of those that received a Wellbeing Service (defined as those receiving an Assessment) during the year who had not previously received adult care support where the sequel to any subsequent requests for support during the same reporting year was long term support. Lower is better to evidence low dependency on intensive long term support following the short term service from Wellbeing.</p> <p>This measure will reflect the proportion of those service users who received a Wellbeing Service (Assessment) during the year and, following exit from the Wellbeing Service, made a further request to Adult Services which resulted in a referral to long term adult care support.</p> <p>The aim of short-term services is to promote independence, this measure will provide evidence to support the service aim of delaying dependency or reducing the need for long term adult care support.</p>
Numerator	<p>Of the referrals in the denominator, the number of service users who went on to receive adult care long term support (Long Term Support - Nursing,; Long Term Support - Residential; or Long Term Support - Community) in the same calendar year as the Wellbeing Service referral.</p>
Denominator	<p>The total number of referrals received into the service during each calendar year, minus those already in receipt of adult care long term support at the point of referral.</p>
Indicator Data Source	<p>Provider Case Management System and Lincolnshire County Council: SALT Return: STS001 subset</p>
Target	<p>Less than 5%</p>

Service Credit?	No
Value Type	Percentage
Target Performance Tolerance	2%
Monitoring Frequency	Annually
Reporting Frequency	Annually

Indicator ID	WBS_KPI-03
Indicator Name	Percentage of telecare call-outs attended within 60 minutes of the alarm being notified to the Wellbeing Service
Definition/Description	The percentage of all Telecare Response Service call-outs attended within 60 minutes of being notified to the Wellbeing Service by the call monitoring provider. Attendance is defined as arrival time at the service users registered home address.
Rationale for Indicator	Prompt support to service users requiring assistance is likely to contribute to improved outcomes and wellbeing. It is expected that a telecare response will be attended to within a maximum 60 minutes of being notified to the Wellbeing Service by the call monitoring provider. This measure supports monitoring of the timeliness of responses to maximise positive outcomes for individuals utilising the Telecare Response Service.

Numerator	Of the denominator, the number attended within 60 minutes of the alarm being of being notified to the Wellbeing Service by the call monitoring provider
Denominator	Number of all response service alarm calls notified to the Wellbeing Service by the call monitoring provider during the reporting period.
Indicator Data Source	Provider Case Management System
Target	90%
Service Credit?	Yes
Value Type	Percentage
Target Performance Tolerance	5%
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly

Indicator ID	WBS_KPI-04
Indicator Name	Percentage of generic support sessions that commence within 21 calendar days of service referral

Definition/Description	<p>The percentage of generic support sessions that commence within 21 calendar days of the service referral being received into the service (or later if explicitly requested by the service user, all requested exceptions to this timescale shall be recorded on the service users Support Plan)</p> <p>Commence is defined as the date of the first session of generic support with the service user.</p>
Rationale for Indicator	<p>Timely support to service users is a key priority of the Customer to ensure support is facilitated to positively influence individuals outcomes and service experience. This measure seeks to measure and monitor the timeliness of service users commencing generic support interventions following their referral being received into the service.</p>
Numerator	<p>Of the denominator, the number where the date of their first generic support session was 21 calendar days or less from the date of their service referral being received into the service.</p>
Denominator	<p>The total number of unique service user generic support interventions commencing (first session) within the reporting period.</p>
Indicator Data Source	<p>Customer Mosaic Workflow</p>
Target	<p>90%</p>
Service Credit?	<p>Yes</p>
Value Type	<p>Percentage</p>
Target Performance Tolerance	<p>5%</p>
Monitoring Frequency	<p>Monthly</p>

Reporting Frequency	Quarterly
Indicator ID	WBS_KPI-05
Indicator Name	Percentage of small aid installations fitted within 7 days of referral
Definition/Description	<p>Percentage of small aid installations fitted within 7 calendar days of the need being identified (or later if explicitly requested by the service user, all requested exceptions to this timescale shall be recorded on the service users Support Plan).</p> <p>For the avoidance of doubt, this measure covers installations of small aids by the Wellbeing Service only.</p> <p>It is the Customers expectation that following small aids being identified/agreed with the service user, these are referred to the Small Aids and Minor Alterations element of the service on the same working day as they are identified within an assessment or generic support intervention.</p>
Rationale for Indicator	This measure seeks to monitor the timeliness of installation of small aids following this need being identified and agreed the service user. Small aids may support individuals to safely navigate their home environment, hence they should be installed as quickly as possible.
Numerator	Of the denominator, the number that are installed within 7 calendar days of the referral for installation (or at a later date as required by the service user)
Denominator	Total number of small aid installations identified within the reporting period.

Indicator Data Source	Customer Mosaic Workflow
Target	80%
Service Credit?	No
Value Type	Percentage
Target Performance Tolerance	5%
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly

Indicator ID	WBS_KPI-06
Indicator Name	Percentage of service users who exit the service in a planned way
Definition/Description	<p>The percentage of service users who access generic support interventions from the Wellbeing Service and exit the service in a planned way.</p> <p>Individuals who have a planned exit from the service are those that complete a final review of their outcomes (including service experience outcomes) on exit of the service.</p>

Rationale for Indicator	This measure is seeking to monitor the proportion of service users who remain engaged with the service and exit following their period of intervention in a planned way. Monitoring planned exits will support intelligence and learning on the proportion of service users who 'complete' their support from the service and utilise learning from those who do not exit in this way to inform engagement and retention strategies.
Numerator	Of the denominator, the number who have recorded exit scores for their identified outcomes and have completed the service experience outcomes.
Denominator	The total number of unique service users with a generic support case closure date within the reporting period
Indicator Data Source	Customer Mosaic Workflow
Target	85%
Service Credit?	No
Value Type	Percentage
Target Performance Tolerance	5%
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly

Indicator ID	WBS_KPI-07
Indicator Name	Customer Experience: service users feel they received effective information, advice and access to community resources
Definition/Description	<p>The percentage of service users who rated their service experience within the reporting period that strongly agreed or agreed to the customer experience statement "The Service provided me with the information and advice I needed and how to access support and community resources going forward if I require this."</p> <p>Service Experience Outcomes responses to be captured at planned exit from the service</p> <p>Scale to be used [strongly agree, agree, neither agree nor disagree, disagree, strongly disagree]</p>
Rationale for Indicator	The Customer is keen to ensure that individuals have a positive experience of services. This indicator enables the Customer and Supplier to monitor the experience of service users to drive continuous improvement, in particular how effectively individuals feel the service has supported information and advice to access resources independently as required.
Numerator	Of the denominator, the number that strongly agreed or agreed to the customer experience statement "The Service provided me with the information and advice I needed and how to access support and community resources going forward if I require this."
Denominator	The total number of responses to the Customer Experience questions completed during planned service exits within the reporting period.
Indicator Data Source	Customer Mosaic Workflow

Target	95%
Service Credit?	No
Value Type	Percentage
Target Performance Tolerance	5%
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly

Outcome area	10	9	8	7	6	5	4	3	2	1	0
Maintaining my home environment so that it keeps me safe, warm, and well and reduces my chances of accidents.	<p>As good as it can be: Confident in ability to maintain improvement in outcome area</p>		<p>I feel like I am improving: Actively engaged in making changes and improvements in this area but still needs some support to maintain or continue with progress.</p>		<p>I want to improve: Taking the initiative to improve outcome area and intent on taking action. Recognises that change would be good. Self-belief they can improve.</p>		<p>I know I need to improve: I am aware of the challenges faced in this outcome area, and starting to have the necessary conversations to address immediate risks or issues.</p>		<p>I don't have a problem: Does not acknowledge/recognise changes are needed, or unable/unwilling to access support in this outcome area despite identifying this at referral.</p>		<p>I do not have a need to improve this outcome</p>
Help finding and fitting a small aid or piece of equipment or make a small alteration, that helps me to get around my home and use the facilities.											
Learning home management and life skills , to do for myself, or obtain services to do for me, tasks such as cooking, cleaning, laundry, shopping, and gardening.											
Managing my household budget better, maximise my income, reduce my expenses and avoid being scammed.											
Improving my digital skills and be better at using technology to help me to stay independent and safe.											
Supported to live with a combination of long-term conditions to maintain or improve my quality of life.											
Find and stay in education, training, or work while I am of working age.											
Build a better support network , social life, or volunteer.											

SCHEDULE 6
KEY PERSONNEL

PART 1

Customer's Key Personnel

Name	Job Title	Responsibilities
Anne-Marie Scott	Customer's Representative	Strategic decision making for the Customer
Rachel West	Customer's Contract Manager	Day-to-Day decision making and contract management

PART 2

Provider's Key Personnel

Name	Job Title	Responsibilities
Emily Spicer	Provider's Representative	Contract Lead, East Lindsay District Council Strategic decision making for the Provider
David Postle	Provider's Contract Manager	Day-to-Day decision making and contract management

SCHEDULE 7

DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN

1. CONTENT OF THE DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN

- 1.1 The Supplier shall ensure that the Disaster Recovery and Business Continuity Plan includes:
- (a) details of how the Supplier shall implement the Disaster Recovery and Business Continuity Plan;
 - (b) details of how the Disaster Recovery and Business Continuity Plan inter-operates with any other disaster recovery and business continuity plan of the Customer (as notified by the Customer from time to time);
 - (c) details as to how the invocation of any element of the Disaster Recovery and Business Continuity Plan may impact on the operation of the Services and a full analysis of the risks to the operation of the Services;
 - (d) identification of all reasonably possible failures of or disruptions to the Services;
 - (e) In respect of any software used in the Services, the back-up methodology, data verification procedures, hardware configuration details, network planning and invocation rules and procedures, data centre site audits, possible areas where system critical elements can be "dual sourced" so as to eliminate or minimise single points of failure and business continuity maintenance;
 - (f) identification of all potential disaster recovery scenarios;
 - (g) provision of appropriate levels of spares, maintenance equipment and test equipment;
 - (h) responsibilities of the Sub-Contractors in the event of a Disaster;
 - (i) Service Levels that the Supplier shall have to comply with in the event of a Disaster; and
 - (j) Customer obligations and dependencies.
- 1.2 The Supplier shall ensure that the Disaster Recovery and Business Continuity Plan identifies and details the processes and activities which it shall implement upon the occurrence of business-critical emergency situations. In particular, the Disaster Recovery and Business Continuity Plan shall include:
- (a) identification of Service priorities in the event of a Disaster;
 - (b) risk analysis of key business risks (including failure scenarios, assessments, identification of single points of failure and ways to manage such failure and business impact analysis). Key business risks could include the loss of Staff, Key Personnel, Premises, key resources and key Sub-Contractors and/or suppliers;
 - (b) details of business processes, procedures (including procedures for activation, escalation and recovery) and responsibilities;
 - (c) a communications strategy for Staff, the media and key internal and external stakeholders;
 - (d) identification of key internal and external interdependencies;

- (e) identification of essential resources and Equipment needed during a Disaster;
- (f) a contact list that contains details of all Staff, Sub-Contractors and anyone to be relied upon by the Supplier to provide the Services; and
- (d) procedures for reverting to normal Service delivery.

2. REVIEW AND AMENDMENT OF THE DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN

The Disaster Recovery and Business Continuity Plan shall be reviewed by the Customer and the Supplier annually, or at such other times as may be requested by the Customer or the Supplier.

SCHEDULE 8

MINIMUM INFORMATION SECURITY STANDARDS

The point of contact for Data Subjects is:

For the Customer:

Name: Amy Jaines, or their successor

Job title: Data Protection Officer

Email: DPO@lincolnshire.gov.uk

For the Supplier:

Name: David Postle

Job title: Wellbeing Service Manager

Email: David.postle@e-lindsey.gov.uk

A. MINIMUM INFORMATION SECURITY CONTROLS

The minimum security controls detailed within this Schedule are to be in place at all times when processing Information for the purpose of or in connection with the delivery of the Services. Such Information includes Personal Data and other Confidential Information or data.

1. GENERAL

- 1.1 The Supplier shall have a security policy in place which sets out management commitment to information security, defines information security responsibilities, and ensures appropriate governance.
- 1.2 All Staff shall complete data protection and information security training commensurate with their role.

2. ICT INFRASTRUCTURE

Boundary Firewall and Internet Gateways

- 2.1 Information, applications and devices shall be protected against unauthorised access and disclosure from the internet, using boundary firewalls, internet gateways or equivalent network devices.

Secure Configuration

- 2.2 ICT systems and devices shall be configured to reduce the level of inherent vulnerabilities and provide only the services required to fulfil their role.

User Access Control

- 2.3 User accounts shall be assigned to authorised individuals only, managed effectively, and they shall provide the minimum level of access to applications, devices, networks, and Personal Data.
- 2.4 Access control (username & password) shall be in place. A password policy shall be in place which includes provisions to ensure:-
 - (a) avoidance of the use of weak or predictable passwords;
 - (b) all default passwords are changed;
 - (c) robust measures are in place to protect administrator passwords; and
 - (d) account lock out or throttling is in place to defend against automated guessing attacks.

- 2.5 End user activity shall be auditable and include the identity of end-users who have accessed systems.

Malware Protection

- 2.6 Mechanisms to identify detect and respond to malware on ICT systems and devices shall be in place and shall be fully licensed, supported, and have all available updates applied.

Patch Management and Vulnerability Assessment

- 2.7 Updates and software patches shall be applied in a controlled and timely manner and shall be supported by patch management policies.
- 2.8 The Supplier shall adopt a method for gaining assurance in its organisation's vulnerability assessment and management processes, for example by undertaking regular penetration tests.
- 2.9 Software which is no longer supported shall be removed from ICT systems and devices.

Cloud Services

- 2.10 The Supplier shall ensure that the controls applied to the use of cloud services satisfactorily supports the relevant security principles set out in the National Cyber Security Centre Cloud Security Principles:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

3. PROTECTING INFORMATION

Electronic Information

- 3.1 Electronic copies of Information shall be encrypted at rest to protect against unauthorised access.
- 3.2 When transmitting Information over the internet, over a wireless communication network e.g. Wi-Fi, or over an untrusted network the Supplier shall use an encrypted communication protocol.
- 3.3 The Supplier shall only use ICT which is under its governance and subject to the controls set out in this Schedule.

Hard Copy Confidential Information

- 3.4 Hard copy Confidential Information shall be stored securely when not in use and access to it shall be controlled.
- 3.5 Hard copy Confidential Information shall be transported in a secure manner commensurate with the impact a compromise or loss of information would have and which reduces the risk of loss or theft.

Secure Destruction of Information

- 3.6 Electronic copies of Information shall be securely destroyed when no longer required, including Information stored on servers, desktops, laptops or other hardware and media.
- 3.7 Hard copy Information shall be securely destroyed when no longer required.
- 3.8 Secure destruction means destroying Information so it cannot be recovered or reconstituted.
- 3.9 A destruction certificate may be required by the Customer to provide the necessary assurance

that secure destruction has occurred.

4. SECURITY INCIDENTS/PERSONAL DATA BREACH

- 4.1 The Supplier shall notify the Customer immediately of any fact or event which results in, or has the potential to result in, the compromise, misuse, or loss of Customer Information, ICT services or assets.
- 4.2 The Supplier shall notify the Customer immediately of any Personal Data Breach if the breach relates to Personal Data processed on behalf of the Customer.
- 4.3 The Supplier shall fully co-operate with any investigation that the Customer requires as a result of such a security incident or Personal Data Breach.

5. COMPLIANCE

- 5.1 The Supplier shall inform the Customer of any non-compliance with the controls set out in this Schedule. Any deficiencies in controls shall be subject to a documented risk management process and where appropriate a Remediation Plan shall to be implemented with the aim of reducing, where possible, those deficiencies.
- 5.2 Independent validation which has been used as evidence of appropriate security controls by the Supplier shall be maintained by the Supplier for the duration of the Contract.
- 5.3 The Supplier shall inform the Customer of any expired or revoked evidence used as independent validation.

SCHEDULE 9

EXIT STRATEGY REQUIREMENTS

- 1 Without prejudice to the provisions set out in the Contract (including clause B8 and Section H) upon notification of this Contract terminating, howsoever caused, or twelve (12) months prior to the expiry of this Contract, the parties will meet to discuss a timetable for drawing up and will draw up a handover plan covering the performance of the obligations of both parties during the handover period. In any event, the Supplier will, at no cost to the Customer, provide such cooperation, information and assistance to the Customer as may be reasonably required by the Customer to transfer and to enable a smooth migration of the Services being supplied by the Supplier including enabling the Customer and/or a future supplier to perform services the same as or substantially the same as the Services in a similar manner as required under this Contract ("Future Supplier").
- 2 The Supplier and the Customer shall use all reasonable endeavours to ensure all appropriate arrangements are put in place to give effect to the transition of the Services to the Customer or a Future Supplier.
- 3 The Supplier agrees that if it is requested by the Customer it shall use all reasonable endeavours to assign or novate any then existing contracts which the Supplier has entered into with third parties in connection with the provision of the Services including the leasing of any equipment used in the delivery of the Services to the Customer or to any Future Supplier.
- 4 The Supplier shall not in the twelve (12) month period prior to the expiry of this Contract (or such period remaining where a notice of termination has been issued) (the "Applicable Period") in relation to the Services except with the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed:
 - 4.1 incur any expenditure or enter into any commitments other than in the ordinary course of trading;
 - 4.2 dispose of or agree to dispose of or grant any option in respect of any part of any land, buildings, equipment, spare parts, tools books, records, revenues, Intellectual Property Rights (excluding those assets which the Authority is the full legal and beneficial owner of) other than stock in the ordinary course of trading;
 - 4.3 materially vary the terms of any contracts with any provider of goods and/or services already entered into;
 - 4.4 enter into any long-term (being 12 months or longer), unusual or abnormal contract or commitment;
 - 4.5 enter into any leasing, hire purchase, contract hire or other agreements or arrangements for payment on deferred terms;
 - 4.6 grant or issue or agree to grant or issue any mortgages, charges, debentures or other securities for money or redeem or agree to redeem any such securities or give or agree to give any guarantees or indemnities or, without prejudice to the foregoing generality, create or permit to subsist any other encumbrance over all or any of its present or future incomes or assets affecting this Contract and/or the provision of the Services;
 - 4.7 permit any of its insurances to lapse or do anything which would make any policy of insurance void or voidable;
 - 4.8 in any way depart from the ordinary course of its day to day business either as regards the nature or scope or the manner of conducting the same;

- 4.9 pay any fees or commissions to any persons other than fees payable on arm's length terms to third parties who have rendered bona fide service or advice required in the ordinary course of business;
- 4.10 release, waive or modify any warranty or guarantee given by any supplier of goods or services;
- 4.11 cause or permit any item comprised in the records relating to the Services to be removed or destroyed or any programs or data held on the computer systems of the Supplier and relating to the Services to be removed or deleted except for the deletion of Personal Data where required to ensure compliance with the DPA or for the efficient running of the computer system in question after satisfactory back-up copies have been made and securely stored off-site;
- 4.12 terminate the employment of any of the Relevant Employees for any reason whatsoever without first obtaining the consent of the Customer to such termination save where, in the reasonable opinion of the Supplier, termination is justified for cause due to the actions of any such of the Relevant Employees;
- 4.13 alter or change in any way any of the terms and conditions of employment of any of the Relevant Employees whether with or without the consent of the Relevant Employees other than for wage or salary awards which are in line with those offered generally for similar individuals within the Supplier's workforce or as is required by law (for the avoidance of doubt, the Supplier will provide upon request by the Customer evidence that any such wage or salary award is in line with those offered generally for similar individuals);
- 4.14 relocate or assign to new duties any of the Relevant Employees, or assign to the provision of the Services any employee not so assigned at the commencement of the Applicable Period, or increase to any significant degree the proportion of working time spent on the Services by any such employee, without the prior written consent of the Customer, such consent not to be unreasonably withheld or delayed; or
- 4.15 make any other alterations to the structure or composition of the Relevant Employees which are intended to or which may preclude the application of the Regulations upon the resumption of service by the Customer or another service provider.