

# **TERMS AND CONDITIONS IN RELATION TO DOMICILIARY CARE SESSIONAL SUPPORT FOR CHILDREN AND YOUNG PEOPLE**

## **1. GENERAL PROVISIONS**

### 1.1 Definitions

The definitions and rules of interpretation in this clause apply in this agreement.

<b>Additional Services</b>	Means those services referred to in the Contract and which the Service Provider may be called upon to provide to meet the needs of the Service User.
<b>Application</b>	Means the proprietary web-based software currently called adam HTT limited (also referred to as "I.T. Platform") or such other technology as the Council may prescribe throughout the DPS
<b>Best Industry Practice</b>	Means national minimum standards, practices, methods and procedures conforming to the Law and demonstrating the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in providing the Services under the same or similar circumstances
<b>Care Plans</b>	Means the written plan drawn up by the Social Worker following a multi-agency assessment of the child or young person's needs which specifies goals to be achieved, resources and services to be provided, the allocation of responsibilities and arrangements for monitoring and review as required under Section 23 of the Children Act 1989. A copy of the Care Plan will be attached to the Contract by the Council.
<b>Care Standards Authority</b>	Means the Care and Social Services Inspectorate for Wales ("CCSIW"), or, as appropriate, the Office for Standards in Education, Children's Services and Skills ("OFSTED") or any regulatory body that replaces such bodies.
<b>Catastrophic Failure</b>	Any action by the Service Provider, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of the Council's Representative has or may cause significant harm to the reputation of the Council.
<b>Commencement date</b>	Means the date set out in the Order Form

**Commercially Sensitive Information**

Means the Confidential Information listed in the Contract comprised of information:-

- Which is provided by the Service Provider and designated as commercially sensitive information by the Council for the period set out in that Contract and/or
- That constitutes a trade secret

**Confidential Information**

Means:-

(a) 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 all personal data and sensitive data relating to the Service User or other person within the means of the DPA, 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

(b) the Commercially Sensitive Information and does not include any information:-

- (i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 5.2 (Confidential Information));
- (ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (iv) is independently developed without access to the Confidential Information

**Controller**

Shall take the meaning given in the GDPR.

**Consistent Failure**

Shall have the meaning set out in 2 of Schedule 2. period

**Contract**

The Contract shall be deemed to comprise of the standard Terms and Conditions, duly completed Order form and the Specification.

**Council's Authorised Representative**

Team or Operational Manager representing Children Services or any other person nominated by the Council from time to time

**Council**

Means the County Council of the City and County of Cardiff

**Data Loss Event**

Means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this contract, and/or actual or potential loss

	and/or destruction of Personal Data in breach of this contract, including any Personal Data Breach
<b>Data Processor</b>	Shall have the meaning given to it in the GDPR.
<b>Data Protection Impact Assessment</b>	Means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
<b>Data Protection Legislation</b>	Means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 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
<b>Data Subjects</b>	Shall have the meaning given to it in the GDPR.
<b>Data Subject Access Request</b>	Means <i>a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;</i>
<b>Dispute Resolution Procedure</b>	The procedure set out in clause 13
<b>Environmental Information Regulations</b>	Means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations
<b>Equipment</b>	Means the Service Provider's equipment, plant, materials and such other items supplied and used by the Service Provider's in the performance of its obligations under the Contract , save for any equipment which may be supplied by the Council as listed in the Contract
<b>Escalating Concerns Policy</b>	As set out in Schedule 1
<b>FOIA</b>	Means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation
<b>Force Majeure Event</b>	Means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:-

(a) any industrial action occurring within the Provider's or any subcontractor's organisation; or  
(b) the failure by any sub-contract or to perform its obligations under any sub-contract

**GDPR**

Means the General Data Protection Regulation (Regulation (EU) 2016/679)

**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.

**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, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code and/or Good Industry Practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body which relates to the provision of the Services. For the avoidance of doubt, it is recognised that the Law relating to the provision of the Services differs as between England and Wales and where any Placement takes place in England then regard will be had to the relevant English Law to the extent appropriate

**Management Reports**

The reports to be prepared and presented by the Service Provider as required for each Service

**Necessary Consents**

All approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Service including without limitation registration with the Case and Social Services Inspectorate Wales

**Order Form**

Means the order submitted to the Service Provider by the Council which sets out the description of the Services to be supplied, including where appropriate, the key personnel, the timeframe, and the service requirements.

<b>Party</b>	Means the Council and/or the Service Provider and “Parties” shall be construed accordingly.
<b>Personal Data</b>	Shall take the meaning in the GDPR
<b>Price</b>	Means the price (exclusive of any applicable VAT), payable to the Service Provider by the Council stated in the Order Form.
<b>Processor</b>	Shall take the meaning given in the GDPR
<b>Protective Measures</b>	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.
<b>Regulated Activity</b>	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
<b>Regulated Activity Provider</b>	Shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006
<b>Remediation Notice</b>	A notice served by the Council in accordance with clause 22
<b>Request for Information</b>	shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply)
<b>Required Insurances</b>	As set out in clause 16
<b>Self-Billing Agreement Service provider</b>	As set out in Schedule 2 Means the person, firm or company with whom the Council enters into a contract as identified in the Order Form (sometimes referred to as the “Provider”).
<b>Services</b>	Means the care services as more particularly set out in the Specification attached to the Order Form in order to meet the Outcomes as specified for the Service User
<b>Service User</b>	Shall mean the child or young person receiving the Services from the Service Provider as set out in the Order Form
<b>Staff</b>	Means all persons employed by the Service Provider (employed whether or not for payment) persons working as

<b>Sub-Contractors</b>	volunteers, to perform its obligations under the Contract together with the Service Provider's servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract
<b>Supplier</b>	The Contractors or suppliers that enter into a Sub-contract with the Service Provider.
<b>Term</b>	Person, firm or Company that entered into the contract to provide the Services also known as "Service Provider" and "Provider". Means the period from the Commencement Date set out in the Order Form to: - (a) the date of expiry as set out in the Order Form; (b) following an extension pursuant to Clause 3 the date of expiry of the extended period; or (c) such earlier date of termination or partial termination of the contract in accordance with the law or the provisions of the Contract.
<b>Termination Date</b>	The date of expiry or termination of the Contract
<b>Working Days</b>	Means Monday to Sunday including any public holidays in England and Wales. and, if relevant, the Council's extra statutory days (details of which will be provided by the Council to the Service Provider upon request).

## 1.2 Interpretation

The Interpretation and construction of the Contract shall be subject to the following provisions:-

- 1.2.1 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.2.2 A **person** includes a natural person, corporate or unincorporated body (whether of not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.2.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.2.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 Words in the singular shall include the plural and vice versa.
- 1.2.6 A reference to one gender shall include a reference to the other genders.
- 1.2.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2.8 A reference to **writing** or **written** includes faxes and e-mail.
- 1.2.9 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

- 1.2.10 A reference to a document is a reference to that document as varied or novated (in each case other than in breach of the provisions of this agreement) at any time.
- 1.2.11 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.2.12 Where there is any conflict or inconsistency between the provisions of the agreement, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) The clauses of the agreement;
  - (b) Schedule 1 to the agreement;
  - (c) The remaining schedules to this agreement.

## **2. COMMENCEMENT AND DURATION**

The parties agree that from the Commencement Date the Service Provider shall provide the Services to the Service User in the specification in accordance with the terms and conditions for the Term.

## **3. EXTENDING THE INITIAL TERM**

Subject to satisfactory performance of its obligations under this agreement, the Council may, by giving written notice to the Service Provider prior to the last day of the initial Term, extend the contract for any further period specified in the Order Form. The Parties agree that the provisions of the contract will apply throughout any such extended period.

## **4. CONSENTS, SERVICE PROVIDER'S WARRANTY AND DUE DILIGENCE**

- 4.1 The Service Provider shall ensure that all Necessary Consents are in place to provide the Services and the Council shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 4.2. Where there is any conflict or inconsistency between the provisions of the agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Service Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.
- 4.3 The Service Provider acknowledges and confirms that:
- (a) It has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with terms of this contract;
  - (b) It has received all information requested by it from the Council pursuant to clause 4.3(a) to enable it to determine whether it is able to provide the Services in accordance with the terms of this contract;
  - (c) It has made an shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to clause 4.3(b);

(d) It has raised all relevant due diligence questions with the Council before the Commencement Date; and

(e) It has entered into this contract in reliance on its own due diligence.

4.4 Save as provided in this contract, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Service Provider by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

4.5 The Service Provider shall promptly notify the Council in writing if it becomes aware during the performance of the contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services or meet any Service requirements as set out in the Specification.

4.6 The Service Provider shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Service Provider in accordance with clause 4.5 save where such additional costs or adverse effect on performance have been caused by the Service Provider having been provided with fundamentally misleading information by or on behalf of the Council and the Service Provider could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Service Provider shall be entitled to recover such reasonable additional costs from the Council or shall be relieved from the performance of certain obligations as shall be determined by the Council.

4.7 Nothing in this clause 4 shall limit or exclude the liability of the Council for fraud or fraudulent misrepresentation.

## **5. THE SERVICES**

5.1 The Service Provider shall provide the Services to the Council for the benefit of the Service User with effect from the Commencement Date and during the Term in accordance with the provisions of this Contract in consideration for the payment of the Price.

5.2 In the event that the Service Provider does not comply with the provisions of clause 5.1 in any way, the Council may serve the Service Provider with a notice in writing setting out the details of the Service Provider's default.

5.3 If the Council informs the Service Provider in writing that the Council reasonably believes that any part of the Services does not meet the requirements of the Contract or differs in any way from those requirements, and this is other than as a result of a default on the part of the Council, the Service Provider shall at its own expense re-schedule and carry out the services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Council.

5.4 Timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

## **6. PROVISION AND REMOVAL OF EQUIPMENT**



If set out in the Order Form the Service Provider shall provide the Equipment listed.

## **7. SERVICE FAILURE**

- 7.1 The Service Provider shall inform the Council's Authorised Representative of anything (including an act or omission by the Council) which might prevent the Service Provider from performing the Service either in part or at all and of any risk of such an event. The Service Provider shall inform the Council's Authorised Representative as soon as possible and provide all relevant information in order to avoid the risk. For the avoidance of doubt, this includes situations where the actions of a third party including the intended recipient of the service prevent the performance of the requirement. This matter will then be considered as necessary within the terms and conditions of this contract.
- 7.2 Where a complaint is received about the standard of Services or about the manner in which any Services has been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Service Provider's obligations under the contract, then the Council shall take all reasonable steps to investigate the complaint. The Council may, in its sole discretion, uphold the complaint, or take further action in accordance with Cause 22 (Termination for breach) of the contract.
- 7.3 In the event that the Council's Authorised Representative is of the reasonable opinion that there has been a material breach of the contract by the Service Provider, then the Council may, without prejudice to its rights under Clause 22 (Termination for breach), do any of the following:
- (a) Without terminating the contract, itself supply or procure the supply of all or part of the Services until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the Council that the Service Provider will once more be able to supply all or such part of the Services in accordance with the contract;
  - (b) Without terminating the whole of the contract, terminate the contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
  - (c) Terminate, in accordance with Clause 22 (Termination) the whole of the contract; and/or
  - (d) Charge the Service Provider and the Service Provider shall pay any costs reasonably incurred by the Council (including any reasonable administration costs) in respect of the supply of any part of the Services by the Council or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplied for such part of the Services and provided that the Council uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.
- 7.4 If the Service Provider fails to supply any of the Services in accordance with the provisions of the contract and such failure is capable of remedy, then the Council shall instruct the Service Provider to remedy the failure and the Service Provider shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days of the Council's instructions or such other period of time as the Council may direct. In the event that the Contractor:-

- (a) Fails to comply with clause 7.4 above and the failure is materially adverse to the interests of the Council or prevents the Council from discharging a statutory duty; or
- (b) Persistently fails to comply with Clause 7.4 above;

The Council may terminate the agreement with immediate effect by giving the Service Provider notice in writing.

## **8. MANNER OF CARRYING OUT THE SERVICES**

8.1 The Service Provider must at all times provide the Services, including any Additional Services which may be specified in the Contract in accordance with

- (a) the Contract;
- (b) the Law;
- (c) all Codes of Practice and UK Government and Welsh Government guidance issued; and
- (d) Best Industry Practice

8.2 The Service Provider shall ensure that all Staff providing the Services shall do so with all due skill, care and diligence and shall possess such registrations, qualifications, skills and experience as are necessary for the proper provision of the Services and that all Staff have a clear understanding of the related legislation, policies and procedures in relation to Services.

8.3 The Service Provider must be registered with the relevant Care Authority and must maintain such registration during the Contract period and shall provide to the Council a copy of all appropriate registration certificates together with details of the employee appointed by the Service Provider to deal with such registration from time to time and/or upon the Service Provider's request.

8.5 The Service Provider must ensure that should it or any members of its Staff have any safeguarding concerns in respect of the Service User then they must immediately notify the Council's Authorised Representative.

## **9. DISCLOSURE AND BARRING SERVICE AND VETTING OF PROVIDER'S STAFF**

9.1 The Service Provider shall procure that, in respect of all potential Staff or persons providing any of the Services before providing any of the Service and/or has access to the Service User:-

- (a) each is questioned as to whether he or she has any convictions;
- (b) the results are obtained of an enhanced check made with the Disclosure and Barring Service ("DBS") in accordance with Part V of the Police Act 1997 in respect of those persons required to have a DBS check.

The check for each shall include a search of the list held pursuant to the Protection of Children Act 1999.

9.2 The Service Provider shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the DBS (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Service Provider's cost and expense.

9.3 The Service Provider shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Council's prior written consent if:

9.3.1 the person has disclosed any Convictions upon being questioned about their Convictions;

9.3.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the DBS (or other appropriate body);

9.3.3 the person fails to obtain standard and/or enhanced disclosures from the DBS (or other appropriate body) upon request by the Service Provider.

9.4 Where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Service Provider:

9.4.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006, the All Wales Safeguarding Procedures 2020 and the Social Services and Wellbeing (Wales) Act 2014.

9.4.2 warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006, the All Wales Safeguarding Procedures 2020 and the Social Services and Wellbeing (Wales) Act 2014 and

9.4.3 shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006, the All Wales Safeguarding Procedures 2020 and the Social Services and Wellbeing (Wales) Act 2014, or may present a risk to Service Users or any other person.

9.5 The Supplier shall ensure that the Council is kept advised at all times of any member of Staff who, subsequent to their commencement of employment as a member of Staff receives a Conviction or whose previous Convictions become known to the Supplier or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006, the All Wales Safeguarding Procedures 2020 and the Social Services and Wellbeing (Wales) Act 2014, or may present a risk to Service Users or any other person. The Service Provider shall only be entitled to continue to engage or employ such member of Staff with the Council's written consent and with such safeguards being put in place as the Council may reasonably request. Should the Council withhold consent the Service Provider shall remove such member of Staff from the provision of the Services forthwith.

9.6 The Service Provider shall immediately provide to the Council any information that the Council reasonably requests to enable the Council to satisfy itself that the obligations set out in Clause 9 have been met.

9.7 The Council may at any time request that the Service Provider remove and replace any member of Staff from the provision of the Services, provided always that the Council will act reasonably in making such a request. Prior to making any such request

the Council shall raise with the Service Provider the Council's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. The Council shall be under no obligation to have such prior discussion should the Council have concerns regarding Service User safety.

9.8 The Service Provider shall in any event not employ or shall cease to employ any person who is deemed an unfit person by the Care Standards Authority, the Care Council for Wales, or as appropriate and the Health and Care Professions Council for England.

9.9 In addition to the DBS check and in respect of each of its staff engaged in the provision of the Services, the Service Provider shall carry out such checks as may be required by Law.

## **10. PAYMENT AND PRICE**

10.1 In consideration of the provision of the Services by the Service Provider in accordance with the terms and conditions of this Contract, the Council shall pay the undisputed charges to the Service Provider in accordance with the Self-Billing Agreement set out in schedule 2.

10.2 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with Clause 13.

## **11. STATUTORY OBLIGATIONS AND REGULATIONS**

### **Prevention of corruption**

11.1.1 The Service Provider shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council or any other public body or person employed by or on behalf of the Council any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or having done or refrained from doing, any act in relation to the Contract or any other contract with the Council or any other public body or person employed by or on behalf of the Council, or for showing or refraining from showing favour or disfavour to any person in relation to any such Contract.

11.1.2 The Service Provider warrants that it has not paid commission or agreed to pay commission to the Council or any other public body or any person employed by or on behalf of the Council or any other public body in connection with the Contract.

11.1.3 If the Service Provider, its staff or any person acting on the Service Provider's behalf engages in conduct prohibited by Clauses 11.1.1 and 11.1.2 the Council may:

- (i) Terminate the Contract with immediate effect by giving notice in writing to the Service Provider and recover from the Service Provider the amount of any loss suffered by the Council resulting from the termination; and/or
- (ii) Recover in full from the Service Provider any other loss sustained by the Council in consequence of any breach of those clauses.

11.2 Non Discrimination

11.2.1 The Service Provider shall not unlawfully discriminate directly or indirectly within the meaning and scope of any law, enactment, order or regulation relating to discrimination and shall without limitation to the generality of the foregoing, comply with the provisions of the Equality Act 2010.

11.2.2 The Service Provider shall take all reasonable steps to secure the observance of Clause 11.2.1 by its entire staff.

11.2.3 The Service Provider shall work in line with the Council's equal opportunities policy. In making any decision with respect of the Service User, the Service Provider shall not discriminate on the found of the Service User's gender, sexual orientation, disability, religion, racial origin and cultural and linguistic background.

### 11.3 Human Rights

11.3.1 During the Contract Term the Service Provider shall abide by all relevant current legislation and regulations that pertain to the Human Rights Act 1998 including any amendments thereto ("the 1998 Act").

11.3.2 Where the Service Provider is considered to be a public body or shall be deemed to be carrying out public functions for the purposes of the 1998 Act when discharging the Services under the Contract, it shall comply with the requirements of the 1998 Act.

11.3.3 If the Service Provider is not considered to be a public body or not deemed to be carrying out public function, it will deliver the Services under this Contract in accordance with the principles of the 1998 Act.

### 11.4 Health and Safety

11.4.1 The Service Provider shall promptly notify the Council of any health and safety hazards which may rise in connection with the performance of its obligations under the Contract.

11.4.2 The Service Provider and all persons employed by the Service Provider throughout the Contract Term shall comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders and codes of practice relating to health and safety, which may apply to Staff in the performance of its obligations under the Contract.

11.4.3 The Service Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) and any other such information in relation to the Provider's health and safety obligations as may be required by the Council is made available to the Council on request.

## 12. MONITORING

12.1 The Council reserves the right to monitor the performance of the Services by the Service Provider. The Council may request such information from time to time as reasonably

required. The Council may carry out other periodic monitoring or spot checks at any other time.

- 12.2 The Service Provider shall co-operate, and shall procure that its Sub-Contractors co-operates, with the Council in carrying out the monitoring referred to in clause 18.1 at no additional charge to the Council.
- 12.3 The Service Provider shall comply with the Cardiff Council Escalating Concerns Policy. The current policy is set out in Schedule 1.

### **13. DISPUTE RESOLUTION**

- 13.1 Either party may call a meeting of the parties by service of not less than 5 Working Days written notice and each party agrees to procure that its Council's Authorised Representative shall attend all meetings called in accordance with this clause.
- 13.2 The members of the relevant meeting shall use their best endeavours to resolve dispute arising out of this agreement. If any dispute referred to a meeting is not resolved at that meeting then either party, by notice in writing to the other, may refer the dispute to senior officers of the two parties who shall co-operate in good faith to resolve the dispute as amicably as possible within 10 Working days of service of such notice. If the senior officers fail to resolve the dispute in the allotted time, then the parties shall, within that period, on the written request of either party enter into an alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the parties or, in default of such agreement within seven days of receipt of such request, appointed, at the request of either party, by the Centre for Dispute Resolution or such other similar body as is agreed.
- 13.3 The parties shall then submit to the supervision of the mediation by the Centre for Dispute Resolution or similar body for the exchange of relevant information and for setting the date for negotiations to begin.
- 13.4 Recourse to this Dispute Resolution Procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration under 21 days after the parties have failed to reach a binding settlement by mediation (at which point the Dispute Resolution Procedure shall be deemed to be exhausted).
- 13.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by the Duty Authorised Representative of each of the parties, shall remain binding on the parties. In the absence of an agreed settlement, the Parties may proceed to legal proceedings.
- 13.6 The Parties shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the parties equally.

13.7 While the Dispute Resolution Procedure referred to in this clause 13 is in progress and any party has an obligation to make a payment to another party or to allow a credit in respect of such payment, the sum relating to the matter in dispute shall be paid into an interest bearing deposit account to be held in the names of the relevant parties at a clearing bank and such payment shall be a good discharge of the parties' payment obligations under this agreement. Following resolution of the dispute, whether by mediation or legal proceedings, the sum held in such account shall be payable as determined in accordance with the mediation or legal proceedings, and the interest accrued shall be allocated between the parties pro rata according to the split of the principal sum as between the parties.

#### **14. SUB-CONTRACTING AND ASSIGNMENT**

14.1 The Service Provider shall not be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this contract without the prior written consent of the Council. Neither may the Service Provider sub-contract the whole or any part of its obligations under this contract except with the express prior written consent of the Council, such consent not to be unreasonably withheld, and provided that the sub-contractor satisfied any minimum requirements that may be required by the Council to provide the Services, within the parameters of procurement law, and provided that any such sub-contracting does not affect the Council's overall statutory to the Service User.

14.2 In the event that the Service Provider enters into any Sub-contract in connection with this contract it shall:

14.2.1 remain responsible to the Council for the performance of its obligations under the contract notwithstanding the appointment of any sub-contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;

14.2.2 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this contract and shall procure that the Sub-Contractor complies with such terms; and

14.2.3 provide a copy, at no charge to the Council, of any such Sub-contract on receipt of a request for such by the Council's Authorised Representative.

14.3 The Council shall be entitled to novate the contract to any other body which substantially performs any of the functions that previously had been performed by the Council.

#### **15. LIMITATION OF LIABILITY**

15.1 Subject to this clause, neither party shall be liable to the other party (as far as permitted by law) for indirect special or consequential loss or damage in connection with the agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.

- 15.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this contract.
- 15.3 Subject to clause 15.5 the Council's total aggregate liability in connection with this contract in each twelve (12) month period during the Term (whether in contract, tort, including negligence, breach of statutory duty or howsoever arising) shall be limited to [five million pounds £5,000,000.00].
- 15.4 Subject to clause 15 and 15.5, the Service Provider's liability in connection with this contract (whether in contract, tort, including negligence, breach of statutory duty or howsoever arising) shall be limited to [five million pounds £5,000,000.00 ] pounds in respect of each and every claim or in respect of any matter for which the Service Provider is required to take out and maintain insurance the minimum level of insurance referred to in this contract.
- 15.5 Notwithstanding any other provision of this contract neither party limits or excludes its liability for:
- 15.5.1 fraud or fraudulent misrepresentation;
  - 15.5.2 death or personal injury caused by its negligence;
  - 15.5.3 breach of any obligation as to title implied by statute; or
  - 15.5.4 any other act or omission, liability for which may not be limited under any applicable law.

## **16. INSURANCE**

- 16.1 The Service Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover as a minimum the following levels of cover ("Required Insurances"):
- 16.1.1 Public liability insurance with a limit of indemnity not less than £5,000,000 in relation to any one claim or series of claims;
  - 16.1.2 Employer's liability insurance with a limit of indemnity of not less than £10,000,000 or in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;
- 16.2 The cover shall be in respect of all risk which may be incurred by the Service Provider, arising out of the Service Provider's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider.
- 16.3 The Service Provider shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 16.4 If, for whatever reason, the Service Provider fails to give effect to and maintain the Required Insurance, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.



16.5 The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the contract.

16.6. The Service Provider shall hold and maintain the Required Insurances for a minimum of 6 years following the expiration of earlier termination of the contract.

## **17. Data Protection**

17.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Service Provider is the Processor. The only processing that the Provider is authorised to do is listed in Schedule 3 (Processing, Personal Data and Data Subjects) by the Council and may not be determined by the Contractor.

17.2 The Service Provider shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.

17.3 The Service Provider shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

17.4 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this contract:

- a. process that Personal Data only in accordance with Schedule 3 (Processing, Personal Data and Data Subjects), unless the Service Provider is required to do otherwise by Law. If it is so required the Service Provider shall promptly notify the Council before processing the Personal Data unless prohibited by Law;
- b. ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:
  - (a) nature of the data to be protected;
  - (b) harm that might result from a Data Loss Event;
  - (c) state of technological development; and
  - (d) cost of implementing any measures;
- c. ensure that:
  - (i) the Service Provider's Staff do not process Personal Data except in accordance with this contract (and in particular Schedule 3 (Processing, Personal Data and Data Subjects) ;
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Service Provider Staff who have access to the Personal Data and ensure that they:
    - (a) are aware of and comply with the Service Provider's duties under this clause;

- (b) are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor;
- (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council or as otherwise permitted by this contract; and
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) Not transfer Personal Data outside of the UK unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:

- (i) the Council or the Service Provider has provided appropriate safeguards in relation to the transfer as determined by the Council;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and
- (iv) the Service Provider complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data

(e) at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the contract unless the Service Provider is required by Law to retain the Personal Data.

17.5 Subject to clause 17.6, the Service Provider shall notify the Council immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory Authority in connection with Personal Data processed under this contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

17.6 The Service Provider's obligation to notify under clause 17.5 shall include the provision of further information to the Council in phases, as details become available.

17.7 Taking into account the nature of the processing, the Service Provider shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 17.5 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:

- the Council with full details and copies of the complaint, communication or request;

- such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
- assistance as requested by the Council following any Data Loss Event;
- assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.

17.8 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:

(a) the Council determines that the processing is not occasional;

(b) the Council determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

(c) the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

17.9 The Service Provider shall allow for audits of its Data Processing activity by the Council or the Council's designated auditor.

17.10 The Service Provider shall designate a data protection officer if required by the Data Protection Legislation. \_

17.11 Before allowing any Sub-processor to process any Personal Data related to this contract, the Service Provider must:

- (a) notify the Council in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Council;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- (d) provide the Council with such information regarding the Sub-processor as the Council may reasonably require.

17.12 The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.

17.13 The Council may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this contract).

17.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than 30 Working Days' notice to the Service Provider amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

17.15 The provisions of this clause shall apply during the continuance of the contract and indefinitely after its expiry or termination.

## **18 Confidentiality**

18.1 Without prejudice to the provisions of clause 17, each party:-

- (a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- (b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the contract or except where disclosure is otherwise expressly permitted by the provisions of the contract.

18.2 The Provider shall take all necessary precautions to ensure that all Confidential Information obtained from the Council under or in connection with the contract:

- (a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the contract as is strictly necessary for the performance of the contract and only to the extent necessary for the performance of the contract;
- (b) is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the contract.

18.3 Where it is considered necessary in the opinion of the Council, the Provider shall ensure that Staff or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the contract. The Provider shall ensure that Staff or its professional advisors or consultants are aware of the Provider's confidentiality obligations under the contract.

18.4 The Provider shall not use any Confidential Information it receives from the Council otherwise than for the purposes of the contract.

18.5 The provisions of clauses 18.1 to 18.4 shall not apply to any Confidential Information received by one Party from the other:

- (a) which is or becomes public knowledge (otherwise than by breach of this clause);
- (b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed without access to the Confidential Information; or
- (e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 19.

18.6 Nothing in this clause shall prevent the Council:

- (a) disclosing any Confidential Information for the purpose of:
  - (i) the examination and certification of the Council's accounts; or

(ii) any examination pursuant to Sections 44 and 46 of the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Council has used its resources; or

- (b) disclosing any Confidential Information obtained from the Provider:
- (i) to any government department or any other contracting authority. All government departments or contracting authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other contracting authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any contracting authority; or
  - (ii) to any person engaged in providing any goods or services to the Council for any purpose relating to or ancillary to the contract;

Provided that in disclosing information under sub-paragraph (b) the Council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

18.7 Nothing in this clause shall prevent either Party from using any techniques, ideas or Know-how gained during the performance of the contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

## **19 Freedom of Information**

19.1 The Provider acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council (at the Provider's expense) to enable the Council to comply with these Information disclosure requirements.

19.2 The Provider shall and shall procure that its sub-providers shall:

- (a) transfer any Request for Information to the Council as soon as practicable after receipt and in any event within two Working Days of receiving the Request for Information;
- (b) provide the Council with a copy of all Information in its possession or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council requesting that Information; and
- (c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

19.3 The Council shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;

(b) is to be disclosed in response to a Request for Information, and in no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.

19.4 The Provider acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:

(b) without consulting with the Provider; or

(b) following consultation with the Provider and having taken its views into account.

19.5 The Provider shall ensure that all Information produced in the course of the contract or relating to the contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

19.6 The Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with clause 19.4.

## **20. AUDIT**

20.1 During the Term and for a period of six (6) years after the Termination Date, the Council may conduct or be subject to an audit for the following purposes:

20.1.1 To verify the accuracy of the Price (and proposed or actual variations to them in accordance with this agreement) and / or the costs of all suppliers (including Sub-Contractors) of the Services;

20.1.2 To review the integrity, confidentiality and security of any data relating to the Council or any service users;

20.1.3 To review the Service Provider's compliance with the DPA, the FOIA, in accordance with clause 17 and clause 18 and any other legislation applicable to the Services;

20.1.4 To review any records created;

20.1.5 To review any books of account kept by the Service Provider in connection with the provision of the Services;

20.1.6 To carry out the audit and certification of the Council's accounts;

20.1.7 To carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources;

20.1.8 To verify the accuracy and completeness of the Management Reports delivered or required by this agreement.

- 20.2 The Service Provider shall on request afford the Council, the Council's representatives, and/or the Auditor such access to such records and accounts as may be required by the Council and/or the Auditor from time to time.
- 20.3 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services.
- 20.4 Subject to the Council's obligations of confidentiality, the Service Provider shall on demand provide the Council and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 20.4.1 all information requested by the above persons within the permitted scope of the audit
  - 20.4.2 reasonable access to any sites controlled by the Service Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
  - 20.4.3 access to the Service Provider's personnel.
- 20.5 The Council shall endeavour to (but is not obliged to) provide at least 15 days' notices of its or, where possible, a regulatory body's, intention to conduct an audit.
- 20.6 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identified a material failure to perform its obligations under this contract in any material manner by the Service Provider in which case the Service Provider shall reimburse the Council for all the Council's reasonable costs incurred in the course of the audit.

## **21. INTELLECTUAL PROPERTY**

- 21.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Service Provider or any employee, agent or subcontractor of the Service Provider:
- 21.1.1 in the course of performing the Services; or
  - 21.1.2 exclusively for the purpose of performing the Services, shall vest in the Council on creation.
- 21.2 The Service Provider shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

## **22. TERMINATION ON BREACH**

- 22.1 The Council may terminate this contract in whole or part with immediate effect by the service of written notice on the Service Provider in the following circumstances:
- 22.1.1 if the Service Provider is in breach of any material obligation under this contract provided that if the breach is capable of remedy, the Council may only terminate

this agreement under this clause 22.1 if the Service Provider has failed to remedy such breach within ten (10) Working Days of receipt of notice from the Council (a Remediation Notice) to do so;

22.1.2 If a Consistent Failure has occurred;

22.1.3 If a Catastrophic Failure has occurred;

22.1.4 If a resolution is passed or an order is made for the winding up of the Service Provider (otherwise than for the purpose of solvent amalgamation or reconstruction) or the Service Provider becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the Service Provider's property or equipment;

22.1.5 If the Service Provider ceases or threatens to cease to carry on business in the United Kingdom;

22.1.6 If there is a change of control (as defined in section 574 of the Capital Allowances Act 2001) of the Service Provider to which the Council reasonably objects.

22.2 The Council may terminate this contract in accordance with the provisions of 24.

22.3 If this contract is terminated by the Council such termination shall be at no loss or cost to the Council and the Service Provider hereby indemnifies the Council against any such losses or costs which the Council may such as a result of any such termination for cause.

## **23. TERMINATION ON NOTICE**

The Council may terminate this contract at any time by giving no less than forty eight (48) hours written notice to the Service Provider unless, where acting reasonably:-

(a) that the Council has concerns regarding the Service User's welfare in which case the contract may be terminated in whole or in part upon written notice with immediate effect provided that in this regard the Customer is not acting vexatiously;

(b) in circumstances where a Service User has died or has been admitted to hospital or a nursing home or such other similar circumstances arise in which case the Council shall give as much notice as is reasonably practicable given the circumstances but in any event shall not be less than twenty four (24) hours written notice.

## **24. FORCE MAJEURE**

24.1 Subject to the remaining provisions of this clause, neither Party to this contract shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.

24.2 In the event that either party is delayed or prevented from performing its obligations under this contract by a Force Majeure Event, such party shall:

24.2.1 give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;



24.2.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this contract; and

24.2.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention

24.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

24.4 The Service Provider cannot claim relief if the Force Majeure Event is one where a reasonable Service Provider should have foreseen and provided for the cause in question.

24.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this contract. Where the Service Provider is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.

24.6 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. Following such notification, this contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

24.7 The Council may, during the continuance of any Force Majeure Event, terminate this contract by written notice to the Service Provider if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continued for more than five (5) Workings Days.

## **25. CONSEQUENCES OF TERMINATION**

25.1 On the expiry of the Term, or if this Contract is terminated in whole or in part the Service Provider shall co-operate fully with the Council to ensure an orderly migration of the Services to the Council or, at the Council's request a replacement service provider.

25.2 On termination of this Contract the Service Provider shall procure that all data and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith.

25.3 The provisions of clause 15 (Limitation of Liability), clause 16 (Insurance), clause 19 (FOI), clause 17 (Data Protection), clause 20 (Audit), clause 22 (Termination for Breach) and this clause 25 (Consequences of termination) shall survive termination or expiry of this agreement.

## **25. NON-SOLICITATION**

Neither party shall (except with the prior written consent of the other) during the term of this contract and for a period of one year thereafter, solicit the services of any senior staff of the other party who have been engaged in the provision of the Services or the management of this contract or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement

other than by means of an open national advertising campaign and not specifically targeted at such staff of the other party.

## **26. WAIVER**

No forbearance of delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. In particular, but without limitation to the generality of the foregoing, any prior acceptance or approval communicated by the Council to the Service Provider in respect of the Services or any omission on the part of the Council to communicate such prior acceptance or approval shall not relieve the Service Provider of its obligations to deliver the Services in accordance with the provisions of this contract.

## **27. ACCUMULATION OF REMEDIES**

Subject to the specific limitations set out in this contract, no remedy conferred by any provision of this contract is intended to be exclusive of any other remedy except as expressly provided for in this contract and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at law or in equity by statute or otherwise.

## **28. SEVERABILITY**

If any of the provisions of the contract is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

## **29. PARTNERSHIP OR AGENCY**

Nothing in this contract shall be construed as constituting a partnership between the parties or as constituting either part as the agent of the other for any purpose whatsoever except as specified by the terms of this contract.

## **30. THIRD PARTY RIGHTS**

This Contract is intended to be for the benefit of the Service User. The Parties have agreed that no term of this contract may be enforceable by any person who is not a party to this agreement.

## **31. PUBLICITY**

The Service Provider shall not:

31.1.1 Make any press announcement or publicise this contract or its contents in any way; or

31.1.2 Use the Council's name or brand in any promotion or marketing or announcement of orders, without the prior written consent of the Council.

31.1.3 Make any announcement, publication, advertisement as to the Service' User's identity via smart media or any other media form.

## **32. NOTICES**

32.1 Any notice or other communication which is to be given by either party to the other shall be given by: (i) letter (sent by hand, post, registered post or by the recorded delivery service); (ii) by e-mail, to the following email address: [CHandDTeamDuty.SocialWorkerMailBox@cardiff.gov.uk](mailto:CHandDTeamDuty.SocialWorkerMailBox@cardiff.gov.uk)

32.2 A notice or communication shall be deemed to have been served:

(a) 3 working days after the day on which the letter was posted, in the case of notices or communications sent by post,; or

(b) one hour after completion of transmission by the sender, if sent by e-mail,

provided, in each case, that the letter or e-mail is not returned as undelivered or undeliverable in which event this deeming provision shall not apply.

32.3 If the deemed time of service is not during normal business hours (being between 09.00GMT and 17.00GMT Monday to Friday), the notice shall be deemed served at the opening of business on the next working day.

32.4 Either Party may change its postal address or e-mail address for service by serving a notice in accordance with this clause.

### **33. ENTIRE AGREEMENT**

33.1 This contract, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

33.2 In the event of and only to the extent of any conflict between the Order Form, the clauses of the contract and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence:-

(a) the Order Form;

(b) the clauses of the Contract;

(c) the Specification

(d) any other document referred to in the clauses of the Contract.

### **34. GOVERNING LAW AND THE WELSH LANGUAGE**

34.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

34.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

34.3 The Service Provider shall comply with the requirements of the Welsh Language Scheme and the Welsh Language (Wales) Measure 2011 ("the Measure"), insofar as they relate to the provision of the Service, during the Term of the contract.

### **35. COUNCIL'S CONTINUOUS IMPROVEMENT DUTY**

35.1 The Service Provider acknowledges that the Council is subject to the duty to make arrangements to secure continuous improvement in the exercise of its functions under the Local Government (Wales) Measure 2009 and undertakes to assist the Council in discharging its duties in this regard in relation to the Services. The Service Provider

agrees to fully co-operate with the Council in carrying out any such statutory duty and to actively work to continuously improve the quality of the Services provided and/or reduce the costs of the same.



# **CARDIFF AND THE VALE OF GLAMORGAN COUNCIL**

## **JOINT ESCALATING CONCERNS POLICY**

**AUGUST 2017**

# **Cardiff and the Vale of Glamorgan Council**

## **Adult Social Services**

### **Joint Escalating Concerns Policy**

#### **Introduction**

##### **Purpose of the Policy**

- Cardiff and the Vale of Glamorgan Councils have a duty to respond to concerns about standards of care and the protection of adults at risk. Partner agencies will communicate effectively, respond within a timely manner and ensure any action taken is monitored to ensure service improvement. Safeguarding and promoting the welfare of the Service User is the paramount consideration in implementing this protocol.

• All information regarding concerns, monitoring outcomes and/or improvements which have been identified and managed by the Contracts Teams included in the Contract Compliance process for example: information on complaints, Adult Protection referral, issues of concern about a particular service noted by the review team; or improvements noted regarding a provider.

This protocol has been developed to clarify the roles and responsibilities of Adult Social Services and other partner agencies to ensure good communication and partnership working to promote the safeguarding and welfare of service users

The intention of the protocol is to promote good standards of service delivery by services operating within Cardiff and the Vale of Glamorgan Council. Where a service is failing to the extent of posing undue risks to service users and/or staff there are provisions to suspend or withdraw the service in a planned manner with proper governance, and with full communication with the provider and service users.

##### **Scope of the Policy**

- The protocol sets out how the agency partners will respond to initial, ongoing and/or serious concerns regarding standards of care. It sets out how information is communicated effectively, how a response is coordinated within a timely manner and how agreed actions are monitored.
- This protocol ensures practice in Cardiff and the Vale of Glamorgan Councils are compliant with statutory guidance: Escalating Concerns with and closures of, Care Homes providing Services for Adults (Welsh Government, 2009).

The policy will take account of:

- (a) Cardiff and the Vale of Glamorgan Councils have been notified of significant issues by another local authority, the UHB or regulatory body.
- (b) Significant concerns about care providers within the Councils.
- (c) The provider is unable or unwilling to make the improvements required of them under another process;
- (d) Repeated low level concerns or a serious single concern is raised by a case manager or other staff, service user or their representative/advocate. The nature of the concern/s highlights a risk to the wellbeing of service users or staff;
- (e) Significant concerns about care identified by an individual who is self funding with a provider and who either has a contract for services with the Cardiff and the Vale of Glamorgan Council's, a funding contract with the NHS or another Local Authority.
- (f) Cardiff and the Vale of Glamorgan Council's will manage the Adult Protection process in line with the All Wales Adult Protection Procedures, the ongoing care management of the service's user's remains with the relevant contracting placing authority.

### **The usual role of partner agencies**

Each agency has a responsibility to ensure that satisfactory care is delivered to vulnerable adults and, where care is inadequate, to communicate concerns both internally and where appropriate externally. This ensures that advice, support and monitoring can be considered to assist service improvement.

When considering all other concerns about poor service standards and poor quality outcomes, agency partners should aim to work in a proactive and preventative manner to prevent a service from deteriorating further. The severity of potential risks to service users and responsiveness of the service provider to correct quality issues will determine if they are referred through this policy.

Many concerns raised about service quality or standards (provided that there are no immediate safeguarding and protection concerns) may be able to be resolved satisfactorily by operational staff positively engaging with the service provider to improve service quality.

All staff must report concerns about quality standards and poor outcomes to their line managers.

Agency partners aim to work in a proactive and preventative manner, rather than wait to respond to a service that has deteriorated resulting in inadequate care, abuse or neglect.

Therefore, when a member of staff identifies concerns they will raise them as part of the usual role in their organisation and consider whether it is appropriate to share the issue of concern with other sections within the Department. This can be done in one of two ways:

- Firstly, the member of staff can bring their concerns to their Line Manager and the relevant Contracts Team.
- Secondly, where there are identified risks to service users, the member of staff can bring significant concerns to the attention of the Adult Protection Team. If appropriate complete a referral, so an Adult Protection strategy discussion can take place. A decision to call an urgent meeting to discuss the provider performance and risk to service users will be considered.

### **Consent & Information sharing**

Service users or families and carers are not always sure how to raise their concerns. They may be uncertain of whom to approach or may approach a number of different teams and/or agencies. Every agency involved in the provision and monitoring of services has a duty to share information received regarding service provision

Service user's personal information should only be shared with confirmation of consent from the respective service user as per guidance of Data Protection Act 1998, and Article 8 of the European Convention on Human Rights. Whether arising from an Adult Protection referral, a complaint or a contracting issue, personal information will only be shared without the enquirer's consent where:

- There is an allegation that a criminal offence has been committed,
- A person has failed, is failing or is likely to fail to comply with any legal obligation to which s/he is subject
- The health and safety of any individual has been, is being or is likely to be endangered
- There has been a breach of statutory regulations
- The service user lacks capacity and it is in their best interest to do so in consultation with family members
- There are wider public protection concerns and other service users are at risk

### **Contract Compliance**

Cardiff and the Vale of Glamorgan Council's currently manages quality and performance issues principally via the Contract Compliance process within the Contracts Team , within the Care Management process and where appropriate for nursing provision in partnership with the University Health Board.

The purpose of the Contract Compliance process is to support providers to work together with the service area and council in a proactive manner and specifically to:

- Ensure service provision is in line with contractual and statutory obligations
- Ensure quality and performance of the service is in line as far as possible with the quality expected
- Share information with providers and within the Department
- Create Developmental Action Plan (DAP) and Corrective Action Plan (CAP) where appropriate



- To conduct a thorough desktop analysis followed up with verification visit and creation of a Developmental Action Plan (DAP) and/or Corrective Action Plan (CAP) appropriately
- Record escalating concerns in care services and report DAP/CAP activity to the Quality Assurance Group Meeting and the Provider Performance process.
- Demonstrate the use of contract compliance and care management reviews to enable sustained progress and improvement, rather than waiting for a complaint or Adult Protection referral to be received
- Identify themes, areas for development and complaints
- Record improvements in care services
- Share good practice and lessons learned across the service to support continuous improvement

In addition the Contract Compliance process will:

- Work with providers to improve performance and monitor the contract and the providers compliance with the Developmental or Corrective Action Plan
- Follow up appropriately through a variety of measures dependent upon the risk and urgency of action required e.g. follow up visits or evidence provided

Responding to concerns at the contract compliance stage might include:

- Holding a telephone discussion with the provider to gather more information
- Making a planned or unplanned monitoring visit
- Writing to the provider and setting out the concerns requesting a written response as to how the provider intends to remedy the situation
- Requesting the provider attends a meeting
- Preparing a DAP or CAP for the provider to improve its service
- Suggesting the provider reassesses service users to confirm his/her ability to provide care in line with the care and support plan and service specification in the contract.

(This list is not exhaustive)

This process will contribute towards the early identification of patterns of concern or risk that can be addressed through the ordinary Contract Compliance process before the significance of the issue or risk escalates.

The relevant Operational Manager (Cardiff) and Business Support Manager (Vale) will use their judgement in decision making as to whether the concern identified will be managed through case management procedures, be managed and monitored through the contract compliance process or be immediately escalated to the Quality Assurance Group meeting.

Where there is doubt or uncertainty, staff will discuss their concerns with their line manager or the relevant senior manager to ensure the most appropriate course of action is selected.

If a provider fails to make the relevant changes required through the contract compliance process, the concerns will be escalated to the Quality Assurance Group meeting.

If there are significant risks to service users and there are allegations of abuse, then an Adult protection referral must be made. This process will also coordinate the need for a Provider Performance Meeting and both processes will run in parallel with one another.

It must be noted that the Adult Protection Process will focus on the individual alleged abuse and concerns surrounding it. The provider Performance Process will monitor wider and general performance issues. Both processes will feed into one another.

A flow chart is attached APPENDIX II – Provider Performance Monitoring Process.

## **THE PROCESS**

### **STEP 1**

#### **General Performance – Quality Assurance Meeting (QAM)**

In addition to the contract compliance process, the multi-agency Quality Assurance Meeting is held every 8 weeks in order to routinely review any DAPs or CAPs in place and discuss any provider performance issues. The Quality Assurance Meeting is a multi-agency meeting that enables discussion to take place around the provider's performance, strengths and areas for development, and allows shared decision making as to how to manage concerns. A record is maintained of the meeting and minutes taken. Although there are 3 main steps in the Escalating Concerns Process, it may be deemed necessary to go straight to Provider Performance Meeting or Joint Interagency Monitoring Panel. This will be dependent on the nature and severity of the issues or concerns raised.

A standing Quality Assurance group has been established in each of the local authorities as part of the Escalating Concerns Policy and has a link to the Cardiff and the Vale of Glamorgan Safeguarding Board via the Operational Manager for Safeguarding.

The purpose of the Quality Assurance Meeting is to ensure that the Contracting, Social Services, Health Protection of Vulnerable Adults, Advocacy Groups and Complaints processes regularly share relevant information about providers including concerns and best practice to ensure that a shared understanding is developed in relation to the quality of services provided by the commissioned providers.

It is intended that this routine sharing of concerns and best practice will assist both local authorities and providers to:

- Have an early indication of where concerns are arising and an opportunity to intervene at an early and informal stage
- Recognise trends and themes emerging
- Target monitoring, intervention and review activities where these are most needed

The Contracts & Service Development Team Manager will chair the meeting (Cardiff) and Business Support Manager (Vale). The chairperson will agree the circulation of the minutes with participants at the meeting.

Attendees at the meeting will include a representative from the relevant Contracts Team, any appropriate Local Authority, Health Board, Safeguarding, Assessment and Care Management teams, Local Authority Complaints Officer, Age Connects/Advocacy representation and also CSSIW. It is important to note that this will not replace but will run in parallel with the Adult Protection process. The specific

allegation of abuse will continue to be investigated via the Adult Protection process while general performance issues that require the implementation of a Developmental Action Plan or when appropriate a Corrective Action Plan action plan will be managed by the Contracts Team under the Provider Performance Process. Please note that the Adult Protection process may create a Corrective Action Plan if there are immediate and significant risks to other service users. All information must be shared with CSSIW.

The chairperson must consider which agencies should be invited to the first or any subsequent Quality Assurance Meetings for example Health Inspectorate Wales or CSSIW who may have vital information to provide regarding the provider or who may be required to assist with or monitor improvements.

Contract Team Officers will endeavour to involve the provider at the earliest opportunity informing them of concerns and where appropriate enabling the provider to give their account and work in collaboration.

Contract Team Officers will work in

- Collaboration with providers to monitor improvements and performance
- In line with any relevant Action Plan (DAP) or Corrective Action Plan (CAP). Action Plans may be drafted by the respective provider or
- Imposed through the Provider Performance process.

In summary the Quality Assurance Meeting will:

- Identify the level of risk
- Identify the immediate and short-term actions
- Review provider developments & performance.
- Following cumulative concerns and or failure to respond, trigger the Provider Performance Process which will then take the lead responsibility for managing the CAP and DAP.
- Instigate case management review for provider performance assessment.
- Clarify the need to inform others and circulate minutes to Adult Services Management Team.

Monitoring and risk management arrangements may include:

- A series of meetings with the provider
- Further specific service user care reviews
- Directly seeking service user feedback
- Quality assurance monitoring visits
- Contract monitoring visits
- Care manager monitoring visit
- Monitoring visits by the regulator - CSSIW/HIW
- Dialogue with carers and family

(This list is not exhaustive and it will be for the meeting attendees to determine and agree the specific actions required)

**Please note - If an Adult Protection referral identifies a significant risk to other service users an Adult Protection Plan will also be developed within the Adult Protection Strategy meeting.**

There will be a standing agenda item within the Quality Assurance Meeting to assess status and review performance of a Provider in relation to any relevant CAP or DAP that has been implemented.

**Work is currently being undertaken to amalgamate the Quality Assurance Groups in both Cardiff and the Vale of Glamorgan in an effort to enhance information sharing and best practice issues across both Local Authorities.**

**When this has been finalised the process will have final amendments completed.**

## **STEP 2**

### **Significant Concerns - Provider Performance Meeting**

If there is identification of one of the following circumstances the Quality Assurance Meeting would discuss the concerns and then initiate the Provider Performance Meeting:

- The Council has been notified of significant issues by another local authority or regulator e.g. Health Board, CSSIW, HIW, HSE, Police Ambulance, Trust
- The Provider is unable to make the improvements required of them.
- The Provider is unwilling to make the improvements required of them.
- A single or repeated concern is raised by a care manager or other staff, service user or their representative, highlighting a risk.
- The need to closely monitor a Developmental or Corrective Action Plan.
- Failure to improve performance & compliance following support and intervention by Contracts & Service Development Team.
- Concerns raised by members of the public or individuals themselves
- A POVA referral identifying significant risk or harm to service users
- The number and type of issues identified from different sources gives cause for concern

(This is not an exhaustive list)

**Please note -Where an Adult Protection referral will continue to be coordinated by a Designated Lead Manager (DLM), the Chairperson of the Provider Performance meeting will ensure feedback is provided. In the case of an Adult Protection referral the DLM or Adult Protection Coordinator will decide what information can be shared with the provider and their representation at any Adult Protection Strategy meeting.**

The type of the response used will depend on the nature and seriousness of the concern. Those present at the Provider Performance Meeting will involve senior representation from key partners and be chaired by an Operational Manager/Head of Service or equivalent. It will discuss information provided by each attendee however; further information may be required to ensure the safety of service users. This may be obtained through the Development and Corrective Action Plans and/or any information identified following review of the care being received by any service user. This would include service users who may be at risk because they are receiving care in the same setting or from the same provider. The review of this care may be undertaken by the relevant Local Authority review team or the Health Board may be asked to assist.

There is need to explore the concern identified with the provider who must be given the opportunity to give their account.

The nature of the concern and/or the level of risk will determine the response to be adopted and the time frame for action. This will be done through:

- Holding a telephone discussion with the provider
- Making an announced or unannounced monitoring visit
- Writing to the provider and setting out the concerns requesting a written response as to how the provider intends to remedy the situation
- Requesting the provider attends a meeting
- If concerns escalate and immediate action is required develop a Joint Corrective Action Plan (CAP) or Development Action Plan (DAP)
- Set a date to review and monitor DAPs and any CAPs
- Monitoring the DAP or CAP so that the provider improves or corrects its service
- Suggesting the provider reassesses service users to confirm his/her ability to provide care in line with the care plan/contract
- Discuss informing the service user and family and request that reviews are undertaken
- Suggesting the provider voluntarily suspends new admissions
- Advising the provider that the authority has suspended new placements
- Advising the provider that the local authority will be carrying out its duty to inform other local authorities of the significant risk
- Advising the provider that the contract will be terminated in accordance with the contractual notice period.

(This is not an exhaustive list)

Where there are multiple concerns and/or significant risks to the health and wellbeing of service users, consideration will be given to suspension of new placements, cancellation of the contractual agreement and cancellation of individual care plan contract. The multi-agency risk management and action planning process will assist the decision-making. A Corrective Action Plan (CAP) will be implemented, monitored by the Provider Performance Meeting and Adult Protection procedures put in place if individual alleged abuse is identified. This may be in addition to the Developmental Action Plan (DAP) already in place.

Where the level of risk is so serious that it warrants an urgent or planned cancellation of a contract with a care home providing residential or nursing care, if this resulted in a home closure, the Home Closure Protocol will need to be used. The Home Closures Protocol provides specific guidance around managing the situation. Information should have already been shared with agency partners. A Home Operations Support Group (HOSG) will be convened to manage the process.

With regard to the closure of a Domiciliary Care Agency, this will be managed through the JIMP in conjunction with the contractual process.

### **Monitoring Improvement**

The Provider Performance Meeting will write to the Provider to confirm any agreements and/or an action plan for improvement with target dates, any meeting dates and required attendance. This may include a change to the contract monitoring or care management arrangements.

Monitoring arrangements will be agreed in the Provider Performance Meeting and may include:

- A series of meetings with the provider
- Further multi agency service user care reviews
- Service user and carer feedback
- Contract monitoring visits
- Care management monitoring visit/review
- Monitoring visits by the regulator - CSSIW/HIW
- Monitoring of DAP and CAP to identify issues
- Dialogue with Carers and family

(This is not an exhaustive list)

### **Suspension of Placements**

Following serious concerns either through an individual Adult Protection case or the Corrective or Developmental Action Plan process a recommendation is made to Provider Performance Meeting and the Assistant Director/Head of Adult Services or above/equivalent in Cardiff or the Vale Council as to whether or not it is appropriate to suspend any new business with the organisation, whilst maintaining existing contracts until the issue has been resolved or whether or not the contract must be terminated and services be delivered by an alternative provider. It must be noted that if patients are solely funded by health, the Health Board could also consider it appropriate to suspend new placements. The Local Authority may proceed to do this even if the Health Board does not.

Discussion whether to inform the service users and family must take place at this stage. Rational must be recorded in the Provider Performance Meeting.

Providers may also chose a voluntary suspension of placements while addressing concerns in partnership with the Local Authority. However the provider Performance Meeting will always make an independent assessment of risk.

Once a decision has been taken to suspend new placements, the Assistant Director/Head of Adult Services will confirm this in writing and a detailed CAP or DAP will be sent to the provider to ensure clarity of expectations about improvements before suspension is lifted.

Whilst the new placements may be suspended the Local Authority will ensure, along with agency partners that the care of the service user already receiving a service from the provider is monitored and progress recorded in their care plan.

The ongoing monitoring of the placement and any improvements will be via the CAP or the DAP process.

Where there are ongoing concerns or the level of risk is such that the Local Authority feels that it is unsafe for service users to continue to receive care at a particular setting or from a particular service, CSSIW or HIW along with other agency partners must be notified. Also consideration will be given to cancel the contract and if appropriate initiate the Home Closure Protocol and or decommission the service.

Where the improvements required in the Corrective (CAP) or Developmental Action Plan (DAP) has been completed and the breadth/depth of the risk has significantly reduced the Provider Performance Meeting will consider whether it is appropriate to lift the suspension of placements. A recommendation will be made to the Provider Performance Meeting and Head of Adult Services or equivalent of Cardiff and the Vale of Glamorgan Councils who will then take the decision as to whether new placements will commence with the provider. The outcome of any decision will be shared with agency partners in writing.

Where provider performance and compliance has not improved following a maximum of 2 Provider Performance meetings or a maximum timescale of 3 months, a Joint Inter Agency Panel will automatically be initiated.

### **STEP 3**

#### **Joint Inter Agency Monitoring Panel (JIMP)**

If there is identification of one of the following circumstances the Provider Performance meeting would discuss the concerns and then initiate the Joint Inter Agency Monitoring Panel that will then manage the ongoing process:

- The Council has been notified of significant issues by another local authority or regulator e.g. Health Board, CSSIW, HIW, HSE, Police Ambulance, Trust
- The Provider has been unable to make the improvements required of them.
- The Provider has been unwilling to make the improvements required of them.



- The provider has failed to make required improvements in line with a Developmental or Corrective Action Plan.
- Failure to improve performance & compliance following support and intervention by Contracts & Service Development Team.
- Serious Concerns raised by members of the public or individuals themselves

(This is not an exhaustive list)

The Assistant Director/Head of Service from Adult Social Services or Cardiff & the Vale University Health Board will chair the meeting. The chairperson will agree the circulation of the minutes and participants at the meeting.

Attendees at the meeting may include a representative from Cardiff and the Vale of Glamorgan Council's Contracts Team, any appropriate Local Authority, Health Board, Safeguarding, Assessment and Care Management teams, Local Authority Complaints Officer, Age Connects/Advocacy representation and also CSSIW.

In view of the continued concerns that have been highlighted during escalation through the Provider Performance process, it will be necessary to open formal communications with residents of the care home/care agency along with next of kin/family members/appointed representatives to discuss the performance and strategic intentions for the home/agency. In order to facilitate appropriate communications a meeting will be convened jointly by the home and JIMP officers. The meeting is to be chaired by the JIMP Assistant Director/Head of Service, or equivalent, with Commissioning Officers in attendance representing Adult Social Services, the UHB and any other appropriate public body.

Following the meeting, information will be provided to service users, along with relatives and family members, confirming the contact details for officers who have been designated to provide support and advice during the JIMP process.

The Chair will ensure that communications are established with any other Local Authority or UHB who have placements at the respective home, and also that the relevant officers are invited to all JIMP related meetings.

Ongoing monitoring visits by Officers from Adult Social Services, UHB or any other appropriate body, will be implemented to support evaluation and feedback to the JIMP and Chair in line with the CAP/DAP as has been agreed.

In view of the potential concerns regarding the home and corresponding potential for media interest, consideration should be given by the Chair to any appropriate press release/information from the Local Authority Press Office/Communications Team regarding the escalation to JIMP status and any subsequent activity regarding the home.

The frequency of JIMP meetings will be set by the Chair, and will allow for effective evaluation of improvements and performance in line with the CAP/DAP as set by the JIMP Panel.

The Chair will review performance by the Provider along with any improvements made and make a decision as to whether JIMP is to be continued, or for authorisation of escalation to HOSG status.

#### **STEP 4**

##### **Home Closure - Home Operations Support Group (HOSG)**

In the event of Home Closure being the only available course of action left then the Home Closures Protocol will be put in place.

The JIMP will lead the arrangements for operational management for a care home closure and establish the Home Operations Support Group (HOSG). This will act as a support mechanism in the management of closure. Where there has been a home closure the JIMP and the HOSG will meet to evaluate the whole closure process and identify lessons learned. A copy of evaluation report must be sent to CSSIW.

See APPENDIX I

**HOME CLOSURE – HOMES OPERATIONS SUPPORT GROUP (HOSG)**

**Purpose of the Policy**

The Cardiff and Vale of Glamorgan Councils has a duty to respond to concerns about standards of care and the protection of vulnerable adults. This protocol has been developed to clarify the roles and responsibilities of Adult Social Services and other partner agencies to ensure good communication and partnership working to promote the safeguarding and welfare of service users during the closure of a care home.

As part of the Escalating Concerns process, including escalation from the Joint Interagency Monitoring Panel (JIMP), or where a service has been identified as failing to the extent of posing undue risks to service users and/or staff there are provisions to suspend or withdraw the service in a planned manner with proper governance, and with full communication with the provider and service users. The Home Operational Support Group (HOSG) protocol is to be implemented to promote good standards of service delivery by services operating within the Cardiff and Vale of Glamorgan Councils.

**Governance & planning**

The City of Cardiff Council and Vale of Glamorgan Council (COCC/VOGC) Escalating Concerns Policy sets out the principles for the management and governance for all escalating concerns instances which arise, and are in accordance with Welsh Governments 'Escalating Concerns with and Closures of, Care Homes Providing Services for Adults' (May 2009).

There are robust multi agency partnership arrangements in place within both Councils which influence and feed into escalating concerns. These arrangements have been structured to facilitate the opportunity for commissioners and practitioners to explore all commissioned services in terms of operation, quality, care practices and general views and feedback. The aim is to promote a coordinated approach and a seamless flow of commissioning intelligence which will enable appropriate and reasonable response. The clear flow of information between key agencies will enable commissioners and professionals the ability to be responsive rather than reactive where there are issues which influence escalating concerns.

A partnership approach is embedded within the organisational structures, which include working interfaces consideration of planning, monitoring, feedback, response and actions, with the key aim of improving the quality of care for individuals within commissioned services and effectively responding to areas of concern.

## Escalating Concerns

The strategic planning for the Escalating Concerns procedures is shared by managers from COCC, VOGC, UHB and CSSIW and acts as a vehicle to monitor and plan effectively in line with the escalating concerns protocol and can trigger services being entered into escalating concerns based on inherent and known risks.

The Councils Escalating Concerns process comprises a 4 stage escalation procedure, with the responsibility for potential escalation to the next stage held by the chair of the meeting in each respective stage of the process.

The 4 stages of escalation are:

1. Joint Quality Management Meeting (JQMM)
2. Provider Performance Meeting (PPM)
3. Joint Interagency Monitoring Panel (JIMP)
4. Home Operational Support Group (HOSG)

The key aims of the process are:

- Systematic feedback capture from all partner agencies/commissioners (including JQMM which is held 2 monthly) with feedback to include :-

Review and updates for agencies regarding commissioned services:

- Complaints
  - Incidents
  - POVA's
  - Contract monitoring and quality assurance
  - Care Management reviews
  - Nursing reviews
- Outcomes from Joint Monitoring in terms of quality of provision – compliance against quality standards
  - Demand and utilisation - Impact on discharge planning arrangements
  - Auditing/Training
  - Area of good practice – what works well
  - Oversee contingency and continuity planning
  - Escalating Concerns & lessons learnt

The JQMM is an opportunity for practitioners and stakeholders to share valuable intelligence regarding commissioned services to help inform and influence escalating concerns interventions. This group aims to coordinate and share quality and performance information which could help identify trigger points or wider operational issues regarding care settings which could lead to further multi agency responses.

## 5.6 Press/Communication Office

Where the process has been escalated to JIMP or HOSG stages, it will be the responsibility of the JIMP and HOSG members to ensure that there is effective Communication with residents, families and also the press office. It is important that the Health Board and the Local Authority Press Officers work together, where applicable, and will be responsible for issuing a prepared joint statement to press/public and fielding press enquiries thereafter. The care home provider may wish to deal with the press independently, although it is crucial that there is a partnership approach to managing communication collectively. As part of the JIMP and HOSG process, Family engagement meetings will be convened to discuss concerns and activity in relation to the respective provider.

The meeting will be convened, for the attendance of service users/residents, family members along with attendance by commissioners and senior management from the provider.

## **6 PROCEDURES FOR THE MANAGEMENT OF CLOSURE**

### **Closure Arrangements**

The timescale of the closure will affect the urgency of the initial meeting of the Home Operations Support Group (HOSG).

- an immediate closure (e.g. cancellation of registration (under S20 of the Care Standards Act 2000) or an emergency/disaster such as fire, flood, structural damage)
- a planned closure (e.g. cancellation of registration (under S14 of the Care Standards Act 2000) or voluntary closure such as through non-viability).

In the case of closure, the HOSG will be called by the relevant Senior Manager in Adult Social Services. The HOSG will be chaired by the Senior Manager (this will normally be the Head of Adult Social Services) who will also arrange for appropriate minutes to be taken and will consist of senior officers including:

- Director/Assistant Director - Adult Social Services, COCC (Chair)
- Case Management Team Manager
- Contracts & Service Development Team – Officer/Manager.
- Safeguarding Manager
- Head of Nursing or Locality, UHB (where a nursing home or where a nursing assessment is required)
- Long Term Care Manager, UHB
- CSSIW Representation
- GP Representation
- Other Officers / Agencies as required

Once a Home Closure Plan has been developed it will need to be agreed, by the Director of Wellbeing (or equivalent) and the Locality Director within UHB (if the care home provides nursing care) will be asked to endorse it and the provider, residents and families will be notified.

## Closure Plan

The HOSG must define immediate priorities and core tasks to be undertaken as part of the closure process. They must assign tasks and actions to key personnel and ensure that Group members are briefed on any legal issues including rights of entry, confidentiality and securing resident property. The HOSG must agree a strategy to support interim arrangements.

Whether the closure is likely to be immediate or whether the closure is planned will depend on the following which will require immediate information gathering and consideration:

- Are there any Court decisions or judgments which must be taken into account?
- What immediate, short-term and long-term risks are there to the health, safety and welfare of residents?
- Are there problems with the structure, fabric or service connected to the building which makes its continued occupation dangerous or unsafe? Is any remedial action possible?
- Can essential services such as heating, water, electricity and gas be maintained?
- Are the actions or potential omissions of the existing staff group likely to expose residents to inappropriate care, abuse or risk of harm?
- Has the number of care/nursing staff diminished to a serious or critical level and what actions need to be taken immediately or on a short term basis?
- Is there capacity and the ability to work with the care home owner and/or manager in planning and/or managing the transfer of residents?
- Could interim management or staffing support be provided from an external/alternative source and would this be acceptable to the registered person/s/receiver?
- Has equipment been removed or sold which further undermines the potential to keep the care home open in the short-term? Could alternative equipment be found or provided?
- What actions have been/or need to be taken to prevent further admissions?
- How are vacancies in other care homes / locations being prioritised?
- At a regional level should other agencies be involved in the plan?
- What actions are being planned or being taken by authorities or agencies that have placed people within the care home from out of County?
- How much is known by the staff, clients and their relatives/carers?
- What further action should the provider consider?
- Is there media interest?

This is not an exhaustive list

**A summary of actions is set out in Appendix 1**

With the permission of the care home's registered provider it may be possible to support residents in the care home in the short term until a resolution of either the immediate problems are achieved or actual closure of the care home occurs. This will require the permission of the home owner and the agreement with the relevant Chief Executives in each organisation. Where a care provider makes a business decision to close a care home it is their responsibility to develop an effective closure plan to safeguard and provide continuity of care to the residents. The 'provider' closure plan must be presented to the HOSG members to ensure that there is a holistic response. Where a provider decides to close a home then appropriate written notice must be given to the Council in line with the contractual arrangements (i.e. 90 days written notice).

Following notification of the 'Proposal' to close and before the 'decision' to cancel registration is taken; the HOSG will need to ensure that it has:

- Identified, with CSSIW, all potential risks to residents and the contingency arrangements necessary to minimise avoidable exposure to risk.
- An agreed multi-agency policy and approach (in respect of residents admitted to hospital following closure) in finding alternative accommodation.
- Established a communication strategy designed to engage residents and families and any other relevant parties with a view to how to progress with the proposed closure plan.
- Whenever possible, established a close dialogue with the registered provider who can assist in assuring the safety and welfare of patients and residents.
- Develop an assessment and reviewing process for all residents which would be undertaken by social care and health professionals to help inform move on plans for each resident.

### Individual Re-location Planning

The HOSG must ensure that every resident has an allocated Case Manager and, where appropriate, an NHS nurse assessor who should be fully briefed. Where necessary, the HOSG will ensure that an Independent Mental Capacity Advocate has also been briefed and that there is appropriate advocacy to support residents and families. Where the placement is from an out of county Council then the HOSG members must ensure that there is effective communication with the partner Council. As well as ensuring that the Social Work team from the out of county Council is involved in the closure planning process, which will include assessment and planning with individuals.

The HOSG must ensure that self-funding residents are also supported – as good practice, all self funders should be offered the support from a Social Worker & or nurse assessor. The self funding resident is free to decline the support from Social Services & Health, but the following facilities must still be offered:

- An up to date assessment of needs
- Transport to view a new home of their choice
- Support in moving or transferring personal possessions

- The same level of information on the closure process as others
- Relevant support to carers and families
- Details of vacancies within the area
- Details of local advocacy services
- Support in relocating with an alternate provider

The HOSG must ensure that a needs assessment for all residents (including people who are self-funding) has been obtained or completed. The assessment should consider issues of mental capacity and any risk factors that may arise as a result of physically moving the person from the care home – including an equality impact for the home and individuals. Additional critical information required as part of the assessment process includes:

- Details of health and social care needs
- Details of all equipment or environmental aids used by the person
- Details of assistance required on transfer e.g. ambulance, taxi
- Details of medication and pending medical and/or hospital treatment or appointments
- Details of personal non-clothing items held in the care home
- Details of finances/savings etc. held by the care home
- Details of preferred care routine
- Details of significant relationships within their current care home.

The HOSG must ensure that new care and service-delivery plans are written to meet individual residents needs and agree transitional support, monitoring and review arrangements. Assessments and care plans will need to be shared with the new provider following the move to a new home.

The HOSG will arrange to cancel existing contracts with the provider and financial arrangements in line with the closure plan.

**A summary of responsibilities is set out in Appendix 2**

## **7 MONITORING & REVIEW**

Within one calendar month of all residents being moved from the care home, the HOSG will meet to evaluate the whole closure process and to identify lessons learned. The Chair of the HOSG will prepare a prompt report on the home closure and this will be circulated to senior managers within local statutory agencies, and the appropriate Area Manger within CSSIW.



## Appendix 1

### HOME OPERATIONS SUPPORT GROUP (HOSG) KEY RESPONSIBILITIES AS PART OF A HOME CLOSURE

	Action Description	COCC/VOGC	C&V ULHB	Home	CSSIW
1	Obtain list of all current residents at the care home (including self funders, CHC and other LA placements)	✓	✓	✓	✓
2	Obtain a list of next of kin and contact details	✓	✓		
3	Consider the role of advocates – and engage with advocacy services	✓	✓	✓	
4	Compile and share list of contact numbers	✓	✓		✓
5	Determine who is financially responsible for each resident. Inform the appropriate local authority	✓	✓		
6	Clarify who is responsible for care management support for each resident	✓			
7	Involve Legal Section	✓	✓		✓
8	Prepare press statement / release with the Press Office	✓	✓		
9	Determine where alternative staff /and or manager can be found - agencies, LA's, LHB,	✓	✓		
10	Inform elected members/UHB Executives	✓	✓		
11	Ensure feedback to indicate each task has been completed (outcomes).	✓	✓		
12	Appoint lead officer to coordinate all assessment information including other LA's/UHB Localities	✓	✓		
13	Maintain contact with other LA's/UHB Localities	✓	✓		
14	Arrange weekly or monthly review meetings(depending on the nature and stage of the protocol	✓	✓		
415	Review all residents - Social Care, nursing (CHC), FNC, O.T., etc. to include capacity assessments	✓	✓		
16	Undertake risk assessment on each resident regarding moving location	✓	✓		
17	Lead officer informs all families via letter	✓	✓(CHC)	✓	
18	Family meetings arranged and held	✓	✓(CHC)	✓	

19	Where required request GP's to undertake medical risk assessment e.g. fitness to travel, where appropriate		✓		
20	Establish what equipment does each resident need and can it move with them?	✓	✓	✓	
21	Clarify what legal rights families have regarding decision making for residents (e.g. power of attorney)	✓	✓		
22	Produce information for families regarding choice, procedures etc.	✓	✓	✓	
23	Choice leaflets taken to the care home and family meetings	✓			
24	Develop communication strategy (weekends, bank holidays, etc.)	✓	✓	✓	
25	Inform out of hours service, other UHB localities and Local Authorities	✓	✓		
26	Establish what alternative beds are available and where	✓	✓		
27	Consider freeze vacancies across the care home sector	✓	✓		
28	Arrangements made to hold placement meetings - DTOC meetings and CHC panels	✓	✓		
29	Contact other local authorities for places	✓	✓		
30	Check Health Board beds across the region		✓		
31	Check availability of other nursing staff (RMN and RGN)		✓		
32	Ask manager if there is a natural grouping of residents that could move together	✓	✓	✓	
33	Provide care managers with an information pack including complaints, alternative providers	✓	✓		
34	If unable to move equipment, determine where alternative equipment may be found	✓	✓		
35	Arrange suitable medical transport (e.g. ambulance)	✓	✓	✓	
36	Arrange suitable non medical transport (e.g. taxi, mini bus)	✓		✓	
37	Develop strategy to support residents, families, staff after the move (care planning process)	✓	✓		
38	Debrief meeting and evaluation	✓	✓		✓
39	Review residents following the move (settling in, have to move again?)	✓	✓		
40	Cancel existing contracts immediately (overarching)	✓	✓		
41	Cancel existing contracts immediately (individual)	✓	✓		

42	Contractual financial arrangements to be coordinated	✓	✓		
43	Determine medication risks and transporting of medication e.g. controlled drugs, oxygen etc.		✓		
44	Develop strategy for transfer (or copying) of clinical records	✓	✓		
45	Develop strategy for clinical 'handover' of care to new provider	✓	✓		
46	Arrange transportation of residents personal belongings/furniture	✓	✓		
47	Scope of family involvement e.g. packing, transport (including self funders), (contact other LA's)	✓	✓		

## Schedule 2 Self-Billing Agreement

This Self-Billing Agreement made on [     ] (“Effective Date”)

### **BETWEEN**

**(1) The County Council of the City and County of Cardiff** of County Hall, Atlantic Wharf, Cardiff Cf10 4UW (the “Council”)

And

**(2)** [Insert service provider name] (Insert company number) or (Insert company address) (the “Service Provider”)

(Each a “Party”, together the “Parties”)

### **WHEREAS:**

- (A) The Council and the Service Provider have entered into an agreement relating to the provision of domiciliary care services via the Council’s Accredited Provider List (“the Supplier Agreement”). The Supplier Agreement sets out the process to apply to the placing of orders and the terms and conditions which will apply to any such orders placed by the Council under the Council’s Accredited Provider List system govern the relationship between the Parties. If and when an order(s) is placed with the Supplier under the APL system the Parties shall enter into a Contract(s) as defined in the Supplier Agreement) in respect of the Services required.
- (B) The Council and the Supplier have agreed to use a self-billing procedure in relation to the Services delivered by the Supplier pursuant to the provisions of the Contract(s) (the “Relevant Transactions”):
- (C) The Council and the Supplier shall adhere to the conditions imposed by HM Revenue and Customs in respect of self-billing invoices, as may be amended from time to time.
- (D) For the avoidance of doubt, this Self-Billing Agreement shall be incorporated into the terms and conditions of each Contract.

### **Definitions:**

All terms defined within the Contract(s) shall have the same meaning when used within this Self-Billing Agreement.

### **It is agreed as follows:**

- 1. The Supplier hereby agrees:
  - i. On a weekly basis to complete and submit an electronic invoice (referred to as the “Service Receipts” on the Application) no later than one minute to midnight Tuesday of each week in respect of all Relevant Transactions relating to the preceding week which shall run from Monday to Sunday;
  - ii. Not to issue VAT invoices in respect of the Services;
  - iii. Where for internal compliance reasons it raises dummy invoices, the Supplier will reconcile such dummy invoices to the Self-Billing Invoice.
  - iv. To reconcile their account with any factoring company as may be applicable from time to time.
  - v. To only submit paper-copy Service Receipts at the Council’s request or where pre-agreed in writing with the Council;

- vi. Subject to (v) above, to ensure the Application's Service Receipt submission system is used to capture all hours worked in respect of the Services delivered pursuant to the Contract;
  - vii. To ensure that rates, hours, hours types and expenses are verified prior to submission or on-line entry of Service Receipts;
  - viii. To raise any discrepancies between a Self-Billing Invoice received from the Council and invoicing data in its internal records within seven (7) days of receipt of such Self-Billing invoice;
  - ix. To notify the Council immediately if the Supplier changes its VAT registration number, ceases to be VAT registered or sells or otherwise disposes of all or part of its business;
  - x. To respond to any request from the Council for confirmation of its VAT registration details within seven (7) days of receipt of the request.
2. The Supplier agrees and acknowledges that where there is any breach whatsoever of Clause 1 above, the Council may at its sole discretion delay or not process payment of the sums due to the Supplier from such Self-Bill Invoices that the breach pertains to.
  3. The Council agrees:
    - i. Wherever reasonably possible to provide a valid Self-billing VAT invoice to the Supplier on a regular (e.g weekly or monthly) basis;
    - ii. To include on each invoice (referred to under clause 3i above) the Supplier's name, address and VAT registration number, invoice total and details of applicable VAT at the prevailing rate;
    - iii. To inform the Supplier of any relevant changes to the Council's VAT registration status, and enter into a new Self-Billing agreement should this be necessary;
  4. The Council will not accept any liability for payment of any Services delivered by the Supplier where the Supplier has not submitted a valid signed/approved Service Receipt, as applicable, and/or where the Service Receipt has not been authorised via the Application's online Service Receipt system, SProc.net, or such other application as directed by the Council from time to time.
  5. For the avoidance of doubt, any payment properly due to the Supplier will be made in accordance with the terms and conditions of the Contract between the Parties.
  6. The Parties shall, without limitation to the a foregoing, comply at all times with all conditions imposed by HM Revenue & Customs in respect of Self-Billing Invoicing processes.
  7. The Supplier acknowledges and accepts that the Self-Billing process and payments made under this Self-Billing Agreement shall be performed via the Council's third-party payment agent, adam HTT Limited t/a adam (registered company number: 7718565).

All charges for services provided under this Self-Billing Agreement will be subject to VAT at the prevailing rate.

**VAT Details:**

G	B				/					/		
Tick box if not VAT registered												<input type="checkbox"/>

**Bank Details:**

Bank Name:	
Account Name:	
Sort Code:	■ ■ - ■ ■ - ■ ■
Account Number:	■ ■ ■ ■ - ■ ■ ■ ■

**Supplier's Finance Contact Details:**

Name:	
Telephone Number:	
Email Address for invoices to be sent to:	
Invoicing Street Address:	

**Signature for and on behalf of the Council by its authorised officer:**

[insert digital signature]

Name:

Position:

Date:

---

**Signature for and on behalf of the Supplier:**

[insert digital signature]

Name:

Position:

Date:

### **Schedule 3 - Processing, Personal Data and Data Subjects**

1. The Service Provider shall comply with any further written instructions with respect to processing by the Authority.
2. Any such further instructions shall be incorporated into this Schedule.

#### **Description**

#### **Details**

- |  |  |
|--|--|
| 1. Subject matter of the processing                  | <i>[this should be a high level, short description of what the processing is about its subject matter]</i> |
| 2. Duration of Processing<br><i>including dates]</i> | <i>[clearly set out the duration of the processing</i>   |
| 3. Nature and Purposes of the processing             | <i>[please be as specific as possible, but make sure you cover all intended purposes.</i>                  |

*The nature of the processing means any operation, such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc*

*The purpose might include: employment processing, statutory obligation, recruitment assessment etc].*



4.Type of Personal Data

*[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc].*

5.Categories of Data Subject

*[Examples include: Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website etc]*

6.Plan for return and destruction of Complete UNLESS requirement under union or State law to preserve that Type of data

*[Describe how long the data will be retained for, how it be returned or destroyed]*

# Cardiff City Council Signature Document

This Signature Document is made as of **20<sup>th</sup> August 2021**

## **BETWEEN**

**(1) Cardiff City Council, The County Council of the City and County of Cardiff of County Hall, Atlantic Wharf Cardiff CF10 4UW , (the "Council")**

and

**(2) (Insert Supplier Name),(Insert Company Number) of (Insert Company Address) (the "Supplier")**

(Each a "Party", together the "Parties")

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Please note that you are signing up to the SProc.Net system that will allow you to manage you contracts you are awarded by the council within the below categories.

Children, young people and their families - City Wide

By signing this document you are confirming you will only be signing up to only deliver services that will be for the above categories. If you in future decide to deliver adult services, you will need to compete the remaining adult services Enrolment criteria as well as signing the adults contract.

The contract you originally signed with the council is still in place and is attached below for reference.

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**Agreed and accepted for and on behalf of Cardiff Council by:**

Name:	XXXXX
Position:	XXXXX
Date:	XXXXX

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**Agreed and accepted for and on behalf of the Supplier by:**

(Insert digital or written signature here: .....)

Name:

Position:

Date:
