

**THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE**

**AND**

**LOCAL GOVERNMENT ASSOCIATION (IMPROVEMENT AND DEVELOPMENT  
AGENCY FOR LOCAL GOVERNMENT)**

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**CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES (FULL VERSION)**

**C72289 DHSC: ASC: BETTER CARE FUND**

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<b>THE AUTHORITY</b>	<b>The Secretary of State for Health and Social Care</b> of 39 Victoria St, Westminster, London SW1 0EU acting as part of the Crown
<b>THE CONTRACTOR</b>	Improvement and Development Agency for Local Government which is a company registered in [England and Wales under company number 3675577 and whose registered office is at 18 Smith Square, Westminster, London, SW1P 3HZ
<b>DATE</b>	<b>21<sup>st</sup> February 2023</b>

## **1. BACKGROUND**

**1.1.** The Authority placed a contract notice in the Find a Tender Service under the following reference 2022-930965 on 27/07/2022 seeking tenders from providers of a comprehensive Better Care Fund programme of Health, Housing and Social Care integration support to local systems, interested in entering into an arrangement for the supply of such services to the Authority.

**1.2.** On 27/07/2022 the Authority issued an invitation to tender (the “Invitation to Tender”) for the provision of Better Care Fund programme of Health, Housing and Social Care integration support to local systems. In response to the Invitation to Tender, the Contractor submitted a tender to the Authority on 09/09/2022 (“the Tender”). On the basis of the Tender, the Authority selected the Contractor to enter into an agreement to provide such services to the Authority.

## 2. THE CONTRACT

- 2.1.** This Contract is made on the date set out above subject to the Order Form and the terms set out in the schedules annexed to the Contract (the “**Schedules**”). The Authority and the Contractor undertake to comply with the provisions of the Schedules in the performance of this Contract.
- 2.2.** The Contractor shall supply to the Authority, and the Authority shall receive and pay for, the Services on the terms of this Contract.
- 2.3.** In this Contract, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 3 (Definitions and Interpretation) or the relevant Clause or Schedule in which that capitalised expression appears.

## Order Form

<b>1. Contract Reference</b>	C72289
<b>2. Date</b>	23rd February 2023
<b>3. Authority</b>	Secretary of State for Health and Social Care 39 Victoria Street, Westminster, London SW1H 0EU
<b>4. Contractor</b>	Improvement and Development Agency for Local Government 18 Smith Square, Westminster, London, SW1P 3HZ

C72289 DHSC: ASC: Better Care Fund  
Contract for the Provision of Services

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<b>5. The Contract</b>	<p>The Contractor shall supply the Services described below on the terms set out in this Order Form and the Schedules and any Annexes.</p> <p>Unless the Contract otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Schedule 3 (Definition and Interpretation).</p> <p>In the event of any conflict between this Order Form and the Schedules, this Order Form shall prevail.</p> <p>Please do not attach any contractor terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>
<b>6. Services to be Supplied</b>	Description of Services are set out in Schedule 4 (Specification).
<b>7. Optional Services</b>	

<b>8. Term</b>	<p>The Term shall commence on 21<sup>st</sup> February 2023 And the Expiry Date shall be 31<sup>st</sup> March 2025 unless it is otherwise extended or terminated in accordance with the terms and conditions of the contract. The initial contract period shall be 25 Months</p> <p>If the Buyer does not receive approval of sufficient funding from Business Case investment committee in relation to the Deliverables in Schedule 4 Specification the Buyer has the right to terminate this Order Contract on 1<sup>st</sup> April 2024, by giving the Supplier not less than 60 days' written notice. Terminating at this date shall mean the Buyer shall not be liable for any costs due or incurred. Whether or not any funding approved by Business Case investment committee is sufficient shall be determined at the sole discretion of the Buyer.</p>
<b>9. Contract Price</b>	The Contract Price for provision of the Services shall be £4,985,140.00 as more particularly set out in Schedule 6 (Pricing).

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<b>10. Payment</b>	<p>All invoices must be sent quoting a valid Purchase Order number.</p> <p>██</p> <p>Within 10 Working Days of receipt of your countersigned copy of the Contract, we will send you a unique Purchase Order number (the “<b>PO Number</b>”). You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>All invoices must be sent quoting a valid PO Number. Every payment request must be accompanied by a current statement of accounts; this is a standard commercial process and should show all invoices raised and amounts outstanding. Copy invoices requiring payment must be sent with all statement of accounts with supporting documents. The minimum supporting documents required are an invoice and packing list.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Authority Representative). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p>
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	<p>If you have a query regarding an outstanding our      Accounts      Payable      section ██</p>	<p>ment, please to: by      contact email</p>
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<b>11. Authority Representative(s)</b>	<p>For general liaison your contact will be:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>12. Contractor Representative(s)</b>	<p>For general liaison your contact will be</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>or, in their absence,</p>

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	<div>██████████</div> <div>████████████████████</div>	
13. Address notices for	<b>Authority:</b> Department of Health and Social Care, 39 Victoria Street, Westminster, London SW1H 0EU <div>████████████████</div> <div>████████████████████</div>	<b>Contractor:</b> <div>████████████████████</div> <div>████████████████████</div> <div>████████████████████</div> <div>████████████████</div> <div>██████████</div> <div>████████████████████</div> <div>██████████</div> <div>██████████</div> <div>████████████████████</div> <div>████████████████</div>
14. Key personnel	<b>Authority:</b> <div>██████████</div> <div>████████████████████</div> <div>██████████</div> <div>████████████████</div> <div>████████████████████</div>	<b>Contractor:</b> <div>████████████████</div> <div>████████████████████</div> <div>██████████</div> <div>████████████████</div> <div>████████████████</div> <div>████████████████</div>

<b>15. Contractor Personnel Vetting</b>	<p>The Authority may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check.</p> <p>The Contractor shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “<b>Relevant Conviction</b>”), or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.</p>
<b>16. Policies and Procedures</b>	<p>The Supplier shall perform the Service in accordance with the following Authority and cross-government policies and procedures:</p> <p>DHSC Data Protection Policy;</p> <p>Data Breach Notification Policy;</p> <p>DHSC Fraud, Bribery and Corruption Policy and Response Plan;</p> <p>Transparency in Supply Chains;</p> <p>‘Cloud First’ Policy;</p> <p>Cyber Resilience Policy;</p> <p>Cyber Essentials Scheme;</p> <p>Information Management Policy;</p> <p>Open Standards Principles;</p> <p>Green Government Commitments;</p>

Signed by the authorised representative of **THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE**

**Name Toby Fogg**



**Position Senior Commercial Category manager**

[REDACTED]

[REDACTED]

Signed by the authorised representative of **THE CONTRACTOR**

**Name:** [REDACTED]

**Position: Chief Executive, Local Government Association**

**Contractor's Signature**

[REDACTED]

**SCHEDULE 1  
KEY PROVISIONS**

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## **STANDARD KEY PROVISIONS**

### **1. APPLICATION OF THE KEY PROVISIONS**

- 1.1. The standard Key Provisions at Clauses 1 to 3 of this Schedule 1 shall apply to this Contract.
- 1.2. The optional Key Provisions at Clauses 0 to 0 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.

### **2. ORDER OF PRECEDENCE**

- 2.1. If there is any conflict between any part of this Contract and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
  - 2.1.1. Order Form;
  - 2.1.2. Schedule 1 (Key Provisions);
  - 2.1.3. Schedule 2 (General Terms and Conditions);
  - 2.1.4. Schedule 3 (Definitions and Interpretation);
  - 2.1.5. Schedule 4 (Specification);
  - 2.1.6. any other Schedules and their Annexes (other than Schedule 5 (Tender)); and
  - 2.1.7. Schedule 5 (Tender) and its Annexes (if any).

**3. APPLICATION OF TUPE AT THE COMMENCEMENT OF THE PROVISIONS OF SERVICES**

**3.1.** The Parties agree that:

3.1.1. where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 10 shall apply as follows:

- (a) where the Relevant Transfer involves the transfer of Transferring Authority Employees, Part A of Schedule 10 shall apply;
- (b) where the Relevant Transfer involves the transfer of Transferring Former Contractor Employees, Part B of Schedule 10 shall apply;
- (c) where the Relevant Transfer involves the transfer of Transferring Authority Employees and Transferring Former Contractor Employees, Parts A and B of Schedule 10 shall apply; and
- (d) Part C of Schedule 10 shall not apply;

3.1.2. where the commencement of the provision of the Services or a part of the Service does not result in a Relevant Transfer:

- (a) Part C of Schedule 10 shall apply and Parts A and B of Schedule 10 shall not apply; and
- (b) Part D of Schedule 10 shall apply on the expiry or termination of the Services or any part of the Services

**OPTIONAL KEY PROVISIONS**

Quality Assurance Standards

☒ **(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED AND STANDARDS INSERTED)**

**3.2.** The following quality assurance standards shall apply to the provision of the Services:

3.2.1. ISO 9001

3.2.2. ISO 31000

3.2.3. ISO 26000

#### **4. PURCHASE ORDERS**

☒ **(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)**

- 4.1.** The Authority shall issue a Purchase Order to the Contractor in respect of any Services to be supplied to the Authority under this Contract. The Contractor shall comply with the terms of such Purchase Order as a term of this Contract and shall ensure that the any Purchase Order is clearly noted on each invoice. For the avoidance of doubt, any actions or work undertaken by the Contractor under this Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Contractor's risk and expense and the Contractor shall only be entitled to invoice for Services covered by a valid Purchase Order.

#### **5. IMPLEMENTATION PHASE**

☒ **(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED AND THE SCHEDULE INSERTED)**

- 5.1.** This Clause, the following definitions shall apply:

5.1.1. **"Delay"**: a delay in the successful achievement of a Milestone.

5.1.2. **"Detailed Implementation Plan"**: the detailed plan for the implementation of the Services that is developed in accordance with Clause 5.3 of this Schedule 1, as amended from time to time in accordance with the Change Control Process.

5.1.3. **"Implementation Plan"**: the Outline Implementation Plan unless and until it is superseded by the Detailed Implementation Plan.

- 5.1.4. **“Key Milestone”**: any Milestone which is identified as "key" in the Implementation Plan or by operation of the Change Control Process.
- 5.1.5. **“Key Milestone Date”**: the date for completion of any Key Milestone as set out in the Implementation Plan.
- 5.1.6. **“Milestone”**: an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date.
- 5.1.7. **“Milestone Date”**: the date set against the relevant Milestone in the Implementation Plan by which the Milestone shall be completed.
- 5.1.8. **“Outline Implementation Plan”**: the outline plan set out in Schedule 4 Specification for the implementation of the Services

#### **Development of the Detailed Implementation Plan**

- 5.2. Prior to commencement of delivery of the Services, there is an implementation phase and therefore all references in Clause 1.5 (Provision of Services) of Schedule 2 to the Implementation Plan shall apply.
- 5.3. The Detailed Implementation Plan shall be agreed as follows:
  - 5.3.1. the Contractor shall prepare and deliver to the Authority for the Authority's approval a draft of the Detailed Implementation Plan within thirty (30) Working Days of the Commencement Date;
  - 5.3.2. the Contractor shall not be entitled to propose any Variation to the Key Milestone Dates set out in the Outline Implementation Plan;
  - 5.3.3. the Authority shall review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable.
  - 5.3.4. following such review and consultation, the Authority shall formally approve or reject the draft Detailed Implementation Plan no later than twenty (20) Working Days after the date on which the draft Detailed Implementation Plan is first delivered

to the Authority. If the Authority rejects the draft Detailed Implementation Plan, the provision of Clause 5.4 (Rejection of Detailed Implementation Plan) of this Schedule 1 shall apply.

5.3.5. Once the draft Detailed Implementation Plan is approved, it shall replace the Outline Implementation Plan.

#### **Rejection of Detailed Implementation Plan**

**5.4.** The following shall apply if the Authority rejects the draft Detailed Implementation Plan:

5.4.1. the Authority shall inform the Contractor in writing of its reasons for its rejection.

5.4.2. The Contractor shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Authority for the Authority's approval within 20 Working Days of the date of the Authority's notice of rejection.

The provisions of Clause 5.3 (Development of the Implementation Plan) of this Schedule 1 and this Clause 5.4 (Rejection of Detailed Implementation Plan) shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either party may refer any disputed matters for resolution in accordance with Clause 19 (Dispute Resolution) of Schedule 2 at any time.

#### **Implementation**

**5.5.** The Contractor shall perform each of the tasks identified in the Implementation Plan by the applicable Milestone Date assigned to the particular task in the Implementation Plan.

**5.6.** If the Contractor is relying on a dependency to be performed by the Authority in order to achieve a Milestone or Key Milestone, the Contractor shall ensure that any such dependency is:

5.6.1. incorporated into the Implementation Plan; and

- 5.6.2. notified to the Authority at least ten (10) days prior to the date when the Contractor requires the dependency to be performed and completed by the Authority.
- 5.7.** In the event that the Contractor fails to comply with Clause 5.6, above, any nonperformance of a dependency by the Authority shall not be treated as a Default by the Authority and the Authority shall use reasonable endeavours to complete such dependency as soon as reasonably practicable.
- 5.8.** If, at any time, the Contractor becomes aware that it will not (or is unlikely to) successfully achieve any Milestone by the applicable Milestone Date, it shall immediately notify the Authority of the fact of the Delay, the reasons for the Delay, the consequences of the Delay for the rest of the Implementation Plan and how the Contractor proposes to mitigate the Delay.
- 5.9.** Subject to Clause 5.10.2 of this Schedule 1, the Parties acknowledge that the Contract Price shall not be increased as a result of a Delay.
- 5.10.** The Parties acknowledge that:
- 5.10.1. where a Delay is caused by a Default of the Contractor, the Authority shall be entitled to claim any direct loss and/or expense that cannot be mitigated that it incurs as a result of the Default of the Contractor; and
  - 5.10.2. where a Delay is caused by a Default of the Authority (and for the purposes of this Clause 5.10.2, a Delay caused by a failure of the Authority to perform a dependency specified in the Implementation Plan shall only be treated as a Default of the Authority in accordance with the provisions of Clauses 5.6 and 5.7 of this Schedule 1) and the Contractor has demonstrated to the Authority's satisfaction that it has incurred a direct loss and/or expense as a result of the Default of the Authority, in which circumstance the Contractor shall be entitled to compensation to the extent that it cannot mitigate that loss or expense.
- 5.11.** Any disputes about or arising out of Delays shall be resolved through the dispute resolution procedure set out in Clause 19 (Dispute Resolution) of Schedule 2. Pending the resolution of the dispute, both parties shall continue to work together to resolve the causes of, and mitigate the effects of, the Delay.



**6. SERVICES COMMENCEMENT DATE**

☒ **(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED AND THE DATE IS INSERTED IN CLAUSE 6.1 OF THIS Schedule 1)**

**6.1.** The Services Commencement Date shall be 21<sup>st</sup> February 2023.

**7. PRICE ADJUSTMENT ON EXTENSION OF TERM**

☒ **(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)**

**7.1.** The Contract Price shall apply for the Term. In the event that the Authority agrees to extend the Term pursuant to Clause 6.2 (Term) of Schedule 2 the Authority shall, in the six (6) Month period prior to the expiry of the Term or, as the case may be, in such other period as may be appropriate, enter into discussion, in good faith, with the Contractor (for a period of not more than thirty (30) Working Days) to agree a Variation to the Contract Price.

**7.2.** If the Parties are unable to agree a Variation to the Contract Price in accordance with Clause 7.1 of this Schedule 1, the Contract shall terminate at the end of the Term.

**7.3.** If a Variation in the Contract Price is agreed between the Authority and the Contractor, the revised Contract Price will take effect from the first day of any period of extension and shall apply during such period of extension.

**7.4.** Any increase in the Contract Price pursuant to Clause 7.1 of this Schedule 1 shall not exceed the percentage change in the Office of National Statistics' Consumer Prices Index or another such index as may be specified in Schedule 6 (Pricing).

**8. OPTIONAL SERVICES**

☐ **(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED) 9. TERMINATION FOR CONVENIENCE**

☒ **(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)**

**9.1.** The Authority may terminate this Contract at any time by issuing a Termination Notice to the Contractor giving one (1) Month's written notice. The Authority may extend the period of

notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension of such notice. Such notice shall not be served within six (6) Months of the Services Commencement Date.

**9.2.** Subject to Clauses 14 (Indemnity and Limitation of Liability) and 15 (Insurance) of Schedule 2, should the Authority terminate this Contract in accordance with this Clause 9 (Termination for Convenience) of this Schedule 1, then the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which represent an unavoidable direct loss to the Contractor by reason of the termination of the Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Authority shall only indemnify the Contractor for those unavoidable direct costs that are not covered by the insurance available. The Contractor shall submit a fully itemised and costed list of unavoidable direct loss which it is seeking to recover from the Authority, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under this Clause 9 (Termination for Convenience) of this Schedule 1.

**9.3.** The Authority shall not be liable under this Clause 9 (Termination for Convenience) of this Schedule 1 to pay any sum which:

9.3.1. was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;

9.3.2. when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated prior to the expiry of the Term; or

9.3.3. is a claim by the Contractor for loss of profit, due to early termination of the Contract.

## **10. DIFFERENT LEVELS AND/OR TYPES OF INSURANCE**

**☒ ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED AND THE TABLE SETS OUT THE REQUIREMENTS)**

**10.1.** The Contractor shall put in place and maintain in force the following insurances with the following minimum cover per claim:

Type of insurance required	Minimum cover
Employer's Liability	£5,000,000.00
Public Liability	£5,000,000.00

**11 A INSURANCE, CLAIM NOTIFICATIONS AND LIMITS**

☐ (ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED AND THE TABLE SETS OUT THE REQUIREMENTS)

**11. INCLUSION OF A CHANGE CONTROL PROCESS**

☒ (ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)

**11.1.** Any changes to this Contract, including to the Services, may only be agreed in accordance with the Change Control Process set out in this Clause 11 (Inclusion of a Change Control Process) of this Schedule 1.

**11.2.** Either Party may request a Variation to the Contract provided that such Variation does not amount to a substantial modification of the Contract within the meaning of the Regulations and the Law.

**11.3.** A Party may request a Variation by completing a draft Variation Form to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred.

**11.4.** The Contractor must provide an Impact Assessment of the proposed Variation on the Services either:

- 11.4.1. with the Variation Form, where the Contractor requests the Variation; or
  - 11.4.2. within 10 Working Days following receipt of a draft Variation Form requested by the Authority, or such other time agreed by the Parties.
- 11.5.** The Parties may agree to adjust the time limits specified in the Variation Form to allow for the preparation of the Impact Assessment.
- 11.6.** In the event that the Variation to the Contract cannot be agreed or resolved by the Parties, the Authority can either:
- 11.6.1. agree that the Contract continues without the Variation;
  - 11.6.2. terminate the Contract with immediate effect, unless the Contractor has already provide part or all of the Services, or where the Contractor can show evidence of substantial work being carried out to provide the Services; or
  - 11.6.3. refer the matter to be resolved in accordance with the dispute resolution procedure in accordance with Clause 19 (Dispute Resolution) of Schedule 2.
- 11.7.** If the Parties agree the Variation, the Contractor shall implement such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.
- 11.8.** Within ten (10) Working Days of the Parties agreeing the Variation the Contractor shall deliver to the Authority a copy of this Contract updated to reflect all Variations agreed in the relevant Variation Form and annotated with a reference to the Variation Form pursuant to which the relevant Variations were agreed. Upon receipt of the updated Contract from the Contractor the Authority shall review such updated Contract to verify its accuracy and shall thereafter notify the Contractor whether such updated Contract is approved. Following approval, the Contractor shall provide to the Authority such further copies of the updated Contract as the Authority may from time to time request.

## **12. GUARANTEE**

☐ **(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)**

## **13. MEASURES TO PROMOTE TAX COMPLIANCE**

☒ **(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)**

- 13.1.** The Procurement Policy Note: Measures to Promote Tax Compliance Action 03/14 applies and therefore all references in Clauses 9.2 (Warranties) and 16.2.9 (Termination) of Schedule 2 together with the associated definitions in Schedule 3 (Definitions and Interpretation), shall apply.

**14. AUTHORITY STEP-IN RIGHTS**

☒ **(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED AND THE SCHEDULE INSERTED)**

- 14.1.** If the Contractor is unable to provide the Services then the Authority shall be entitled to exercise Step-In Rights set out in Schedule 15.

**15. EXIT AND SERVICE TRANSFER**

☒ **(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)**

- 15.1.** In the event of the termination or expiry of the Contract for any reason the Contractor shall provide the Transitional Assistance Services to the Authority in accordance with the requirements of the Exit Plan and both Parties shall comply with their respective obligations set out in Schedule 12 (Exit Plan and Service Transfer Arrangements). The Contractor shall co-operate with the Authority and/or the Replacement Contractor to the extent reasonably required to facilitate the smooth migration of the Services from the Contractor to the Authority or the Replacement Contractor.
- 15.2.** The Authority shall pay the Transitional Assistance Services Charges in respect of the provision of the Transitional Assistance Services, except in circumstances where the Authority has terminated the Contract pursuant to Clause 16 (Termination) of Schedule 2.
- 15.3.** The Contractor shall, within three (3) Months after the Commencement Date, produce an Exit Plan based on the principles set out in Schedule 12 (Exit Plan and Service Transfer Arrangements) for the orderly transition of the Services from the Contractor to the Authority

or any Replacement Contractor in the event of any termination or expiry of the Contract. Within ten (10) Working Days after the submission of that Exit Plan, the Parties shall meet and use all reasonable endeavours to agree the contents of that Exit Plan, based on the principles set out in Schedule 12 (Exit Plan and Service Transfer Arrangements). If the Parties are unable to agree the contents of the Exit Plan within that ten (10) Working Day period, the principles set out in Schedule 12 (Exit Plan and Service Transfer Arrangements) shall apply and either Party may refer the dispute for resolution in accordance with the dispute resolution procedure set out at Clause 19 (Dispute Resolution) of Schedule 2.

**15.4.** The Contractor shall update the Exit Plan no less than once during each Contract Year to reflect changes in the Services and shall keep the Exit Plan under continuous review. Following each update, the Contractor shall:

15.4.1. submit the revised Exit Plan to the Authority for review;

15.4.2. within ten (10) Working Days after the submission of the revised Exit Plan, the Parties shall meet and use all reasonable endeavours to agree the contents of the revised Exit Plan, based on the principles set out in Schedule 12 (Exit Plan and Service Transfer Arrangements) and the changes that have occurred in the Services since the Exit Plan was last agreed; and

15.4.3. if the Parties are unable to agree the contents of the revised Exit Plan within that ten (10) Working Day period, the previous version shall continue to apply and either Party may refer the dispute for resolution in accordance with the dispute resolution procedure set out at Clause 19 (Dispute Resolution) of Schedule 2.

**15.5.** Until the agreement of the Exit Plan, the Contractor shall provide the Transitional Assistance Services in accordance with the principles set out in Schedule 12 (Exit Plan and Service Transfer Arrangements) and the last-approved version of the Exit Plan (insofar as this still applies) to the Authority in good faith. The Contractor shall ensure that it is able to implement the Exit Plan at any time.

**15.6.** Within thirty (30) days after service of a Termination Notice by either Party or six (6) Months prior to the expiration of the Contract:

- 15.6.1. the Contractor shall update the Exit Plan into a final form that could be implemented immediately and in doing so, provide as much detail as is appropriate given the nature of the termination or expiry and the timing of termination, so that such Exit Plan can be submitted to the Authority for review and approval; and
- 15.6.2. the Parties shall meet and use their respective reasonable endeavours to agree the contents of such Exit Plan based on the principles set out in Schedule 12 (Exit Plan and Service Transfer Arrangements) ; and
- 15.6.3. until the agreement of the updated Exit Plan, the Contractor shall provide the Transitional Assistance Services in accordance with the last-approved version of the Exit Plan (insofar as this still applies) to the Authority in good faith.

## **16. SUPPLY CHAIN VISIBILITY**

☒ **(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)**

### **Visibility of Sub- Contract Opportunities in the Supply Chain**

#### **16.1. The Contractor shall:**

- 16.1.1. subject to clause 16.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term;
- 16.1.2. within 90 days of awarding a Sub-Contract to a Sub-contractor, update the notice on Contract Finder with details of the successful Sub-contractor;
- 16.1.3. monitor the number, type and value of the Sub-contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
- 16.1.4. provide reports on the information at clause 16.1.3 to the Authority in the format and frequency as reasonably specified by the Authority; and

16.1.5. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

**16.2.** Each advert referred to at clause 16.1.1 of this Schedule 1 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.

**16.3.** The obligation on the Contractor set out at clause 16.1 shall only apply in respect of SubContract opportunities arising after the Commencement Date.

**16.4.** Notwithstanding clause 16.1, the Authority may by giving its prior approval, agree that a Sub-Contract opportunity is not required to be advertised by the Contractor on Contracts Finder.

#### **Visibility of Supply Chain Spend**

**16.5.** In addition to any other management information requirements set out in the Contract, the Contractor agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “**SME Management Information Reports**”) to the Authority, which shall include:

16.5.1. the total contract revenue received directly on the Contract;

16.5.2. the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and

16.5.3. the total value of sub-contracted revenues to SMEs and VCSEs.

**16.6.** The SME Management Information Reports shall be provided by the Contractor in the correct format as required by the Authority from time to time. The Contractor agrees that it shall provide the information detailed at Clause 16.5, above, and acknowledges that the required information may be changed from time to time (including the data required and/or format) by the Authority. The Authority agrees to give at least thirty (30) days’ notice in writing of any such change.



**16.7.** The Contractor further agrees and acknowledges that it may not make any amendment to any required Supply Chain Information Report template without the prior approval of the Authority.

**16.8.** Without prejudice to Clause 25 (Assignment, Novation and Sub-contracting) of Schedule 2, the Contractor shall:

16.8.1. pay any sums which are due from it to any Sub-contractor or Unconnected Subcontractor pursuant to any invoice (or other notice of an amount for payment) on the earlier of:

(a) the date set out for payment in the relevant Sub-contract or Unconnected Sub-contract; or

(b) the date that falls 60 days after the day on which the Contractor receives an invoice (or otherwise has notice of an amount for payment); and

16.8.2. include within the management information produced by it pursuant Clause 7 (Contract Management and Monitoring of Contractor's Performance) of Schedule 2 and Schedule 7 (Contract Monitoring) a summary of its compliance with this Clause 16.8, such data to be certified every six Months by a director of the Contractor as being accurate and not misleading.

**16.9.** If the Contractor fails to pay 95% or above of all Sub-contractor or Unconnected Subcontractor invoices (or other notice of an amount for payment) within 60 days in either of the previous two six Month periods, the Contractor shall provide to the Authority within 15 Working Days of submission of the management information required by Clause 16.8.2, above, an action plan (the "**Action Plan**") for improvement. The Action Plan shall include, but not be limited to, the following:

16.9.1. identification of the primary causes of failure to pay 95% or above of all Subcontractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within 60 days of receipt;

16.9.2. actions to address each of the causes set out in sub-paragraph 16.9.1; and

16.9.3. mechanism for and commitment to regular reporting on progress to the Contractor's board of directors.

**16.10.** The Action Plan shall be certificated by a director of the Contractor and the Action Plan or a summary of the Action Plan published on the Contractor's website within 10 Working Days of the date on which the Action Plan is provided to the Authority.

**16.11.** Where the Contractor fails to pay any sums due to any Sub-contractor or Unconnected Sub-contractor in accordance with the terms set out in the relevant Sub-contract or Unconnected Sub-contract, the Action Plan shall include details of the steps the Contractor will take to address this.

**16.12.** The Contractor shall comply with the Action Plan or any similar action plan connected to the payment of Sub-contractors or Unconnected Sub-contractors which is required to be submitted to the Authority as part of the procurement process and such action plan shall be included as part of the Contractor's Tender (to the extent it is not already included).

## **17. TACKLING MODERN SLAVERY**

☒ **(ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)**

**17.1.** The Contractor shall, and procure that each of its Sub-contractors shall, comply with any anti-slavery policy of the Authority that is notified to the Contractor as provided to the Contractor ("**Authority's Anti-slavery Policy**").

**17.2.** The Contractor shall:

17.2.1. implement due diligence procedures for its Sub-contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;

17.2.2. respond promptly to all slavery and trafficking due diligence questionnaires or any modern slavery risk assessment or identification tools issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;

- 17.2.3. maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract;
- 17.2.4. permit the Authority and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Clause 17 (Tackling Modern Slavery) of this Schedule 1 or Clause 30.8 (Modern Slavery) of Schedule 2, to have access to and take copies of the Contractor's records and any other information and to meet with the Contractor Personnel to audit the Contractor's compliance with its obligations this clause;
- 17.2.5. implement annual audits of its compliance and its Sub-contractors' and contractor's compliance with the Authority's Anti-slavery Policy, either directly or through a third party auditor. The first set of audits shall be completed by; the end of the first year of the contract.
- 17.2.6. implement a system of training for its employees to ensure compliance with the Modern Slavery Act 2015 and the Authority's Anti-slavery policy.

## **18. BUSINESS CONTINUITY AND DISASTER RECOVERY**

### **☒ (ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)**

- 18.1.** At least ninety (90) Working Days following the Services Commencement Date the Contractor shall prepare and deliver to the Authority for the Authority's written approval a BCDR Plan, which shall detail the processes and arrangements that the Contractor shall follow to:
  - 18.1.1. ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
  - 18.1.2. the recovery of the provision of the Services in the event of a disaster
- 18.2.** Following receipt of the draft BCDR Plan from the Contractor, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission,

then such dispute shall be resolved in accordance with Clause 19 (Dispute Resolution) of Schedule 2.

**18.3.** The Contractor shall test its BCDR Plan at reasonable intervals, and in any event no less than once every twelve (12) Months or such other period as may be agreed between the Parties taking into account the criticality of this Contract to the Authority and the size and scope of the Contractor's business operations. The Contractor shall promptly provide to the Authority, at the Authority's written request, copies of its BCDR Plan, reasonable and proportionate documentary evidence that the Contractor tests its BCDR Plan in accordance with the requirements of this Clause 18.3 of this Schedule 1 and reasonable

and proportionate information regarding the outcome of such tests. The Contractor shall provide to the Authority a copy of any updated or revised BCDR Plan within fourteen (14) Working Days of any material update or revision to the BCDR Plan.

**18.4.** The Authority may suggest reasonable and proportionate amendments to the Contractor regarding the BCDR Plan at any time. Where the Contractor, acting reasonably, deems such suggestions made by the Authority to be relevant and appropriate, the Contractor will incorporate into the BCDR Plan all such suggestions made by the Authority in respect of such BCDR Plan. Should the Contractor not incorporate any suggestion made by the Authority into such BCDR Plan it will explain the reasons for not doing so to the Authority.

**18.5.** Should a Business Continuity Event occur at any time, the Contractor shall implement and comply with its BCDR Plan and provide regular written reports to the Authority on such implementation. During and following a Business Continuity Event, the Contractor shall use reasonable endeavours to continue to supply the Services in accordance with this Contract.

**19. NOT USED**

**20. SUSTAINABILITY REPORTING**

☒ (ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)

**Sustainability Reporting**

**20.1.** The Contractor shall complete the Sustainability Report in relation its provision of the Services under this Contract and provide the Sustainability Report to the Authority on the date and frequency outlined in Clause 20.2 of this Schedule 1.

**Reporting Requirements**

**20.2.** The Contractor shall provide to the Authority the following sustainability reporting requirements (the “**Sustainability Report**”) at the specified intervals. The Contractor acknowledges that the Authority may make reasonable adjustments to the Sustainability Report reporting requirements during the Term.

<b>Sustainability Report Name</b>	<b>Content of Report</b>	<b>Frequency of Report</b>
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<b>Sustainability - General</b>	<p>as proportionate and relevant to the Contract</p> <ul style="list-style-type: none"> <li>a. the key sustainability impacts identified;</li> <li>b. sustainability improvements planned or delivered;</li> <li>c. actions underway or planned to reduce sustainability impacts;</li> <li>d. contributions made to the Authority's sustainability policies and objectives;</li> <li>e. sustainability policies, standards, targets and practices that have been adopted to reduce the environmental impact of the Contractor's operations and evidence of these being actively pursued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered; and</li> <li>f. risks to the Service and Subcontractors of climate change and severe weather events such as flooding and extreme temperatures including mitigation, adaptation and continuity plans employed by the Contractor in response to those risks.</li> </ul>	<p>To be combined with the year end summary report.</p>
<b>Modern Slavery</b>	<p>Reporting on due diligence and compliance with modern slavery obligations included in the Contract in relation to the Contractor and its supply chain</p>	<p>To be combined with the year end summary report.</p>

<b>Social Value</b>	<p>Theme 5 – Wellbeing and Health</p> <p>Percentage of all companies in the supply chain under the contract to have implemented measures to improve the physical and mental health and wellbeing of employees.</p> <p>Percentage of all companies in the supply chain under the contract to have implemented the 6 standards in the Mental Health at Work commitment.</p>	<p>To be combined with the year end summary report.</p>
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## **21 A. SOCIAL VALUE – KEY PERFORMANCE INDICATORS**

### **☒ ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)**

21 A.1. The Contractor shall complete the table of Social Value Key Performance Indicators (“SV KPIs”) for each Contract Year in relation to its provision of the Services under this Contract and provide the SV KPIs to the Authority on the date and frequency outlined in Clause 21 A.4 of this Schedule 1.

#### **SV KPIs**

21 A.2. The Contractor shall provide to the Authority the following SV KPIs at the end of every financial year . The Contractor acknowledges that the Authority may make reasonable adjustments to the SV KPIs during the Term.

21 A.3. The Contractor shall provide such SV KPIs in accordance with guidance provided by the Guide to using the Social Value Model by the Government Commercial Function.

21 A.4. Table of SV KPIs

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SV KPI Description	Year	Target	Rating	Ratings based on the total percentage of full-time equivalent (FTE) employed under the contract, as a proportion of the total FTE contract workforce			
				Good	Approaching target	Requires improvement	Inadequate
Percentage of all companies in the supply chain under the contract to have implemented measures to improve the physical and mental health and wellbeing of employees.	2023 /2024	50%	The rating the Contractor has achieved in that 3-month period is [good/approaching target/requires improvement/inadequate]	30%>	20%	10%	<10%
	2024 /2025	50%	The rating the Contractor has achieved in that 3-month period is [good/approaching target/requires improvement/inadequate]	30%>	20%	10%	<10%
Percentage of all companies in the supply chain under the contract to have implemented the 6 standards in the Mental Health at Work commitment	2023 /2024	50%	The rating the Contractor has achieved in that 3-month period is [good/approaching target/requires improvement/inadequate]	30%>	20%	10%	<10%
	2024 /2025	50%	The rating the Contractor has achieved in that 3-month period is [good/approaching target/requires improvement/inadequate]	30%>	20%	10%	<10%

## 22. SERVICE LEVELS – KEY PERFORMANCE INDICATORS

☒ (ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)



**22.1.** This Clause, the following definitions shall apply:

- 22.1.1. "Critical Service Level Failure": shall mean any two KPIs marked as RED , as per Schedule 4 Specification, occurring over two or more quarters (at any point within the full duration of the contract) and/or where a rectification plan has not been acted upon where any one KPI has met the RED criteria.
- 22.1.2. "Escalation Meeting" means a meeting between the authorised representatives of the Contractor and the Authority to address issues that have arisen during the Rectification Plan Process;
- 22.1.3. "Notifiable Default" means
  - (a) the Contractor commits a material Default; and/or
  - (b) the performance of the Contractor is likely to cause or causes a Critical Service Level Failure;
- 22.1.4. "Rectification Plan" means the Contractor's plan (or revised plan) to rectify its breach using the template at Annex to Part C which shall include:
  - (a) full details of the Notifiable Default that has occurred, including a root cause analysis;
  - (b) the actual or anticipated effect of the Notifiable Default; and
  - (c) the steps which the Contractor proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
- 22.1.5. "Rectification Plan Process" means the process set out in the Annex to Part C;
- 22.1.6. "Service Credits" any service credits specified in the Annex to Part A of this Clause 22 of this Schedule 1 being payable by the Contractor to the Authority in respect of any failure by the Contractor to meet one or more Service Levels;

22.1.7. "Service Credits Cap" has the meaning given to it in the Order Form;

22.1.8. "Service Level Failure" means a failure to meet the Service Level Performance Measure in respect of a Service Level;

22.1.9. "Service Level Performance Measure" shall be as set out against the relevant Service Level in the Annex to Part A of this Clause 22 of this Schedule 1;

22.1.10. "Service Level Threshold" shall be as set out against the relevant Service Level in the Annex to Part A of this Clause 22 of this Schedule 1; and

22.1.11. "Service Period" has the meaning given to it in the Order Form.

### **Service Levels**

**22.2.** The Contractor shall at all times provide the Services to meet or exceed the Service Level Performance Measure for each Service Level.

**22.3.** The Contractor acknowledges that any Service Level Failure shall entitle the Authority to the rights set out in Part A of this Clause 22 of this Schedule 1 including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Losses that may be suffered by the Authority as a result of the Contractor's failure to meet any Service Level Performance Measure.

**22.4.** The Contractor shall send Performance Monitoring Reports to the Authority detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Clause 22 of this Schedule 1.

**22.5.** A Service Credit shall be the Authority's exclusive financial remedy for a Service Level Failure except where:

22.5.1. the Contractor has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

22.5.2. the Service Level Failure:

(a) exceeds the relevant Service Level Threshold;

- (b) has arisen due to a Prohibited Act or wilful Default by the Contractor;
- (c) results in the corruption or loss of any Authority Data; and/or
- (d) results in the Authority being required to make a compensation payment to one or more third parties; and/or

22.5.3. the Authority is otherwise entitled to or does terminate this Contract pursuant to Clause 16 of Schedule 2 (Termination).

**22.6.** Not more than once in each Contract Year, the Authority may, on giving the Contractor at least three (3) months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Contractor shall not be entitled to object to, or increase the Contract Price as a result of such changes, provided that:

- 22.6.1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the commencement of the Term;
- 22.6.2. the principal purpose of the change is to reflect changes in the Authority's business requirements and/or priorities or to reflect changing industry standards; and
- 22.6.3. there is no change to the Service Credit Cap.

#### **Critical Service Level Failure**

**22.7.** On the occurrence of a Critical Service Level Failure:

- 22.7.1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 22.7.2. the Authority shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Contract Price which would otherwise have been due to the Contractor in respect of that Service Period ("Compensation for Critical Service Level Failure"),

provided that the operation of this Clause 22.7 of this Schedule 1 shall be without prejudice to the right of the Authority to terminate this Contract and/or to claim damages from the Contractor for material Default.

## **Part A: Service Levels and Service Credits**

### **Service Levels**

#### **22.8. If the level of performance of the Contractor:**

- 22.8.1. is likely to or fails to meet any Service Level Performance Measure; or
- 22.8.2. is likely to cause or causes a Critical Service Level Failure to occur, the Contractor shall immediately notify the Authority in writing and the Authority, in its absolute discretion and without limiting any other of its rights, may:
  - (A) require the Contractor to immediately take all remedial action that is reasonable to mitigate the impact on the Authority and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
  - (B) instruct the Contractor to comply with the Rectification Plan Process;
  - (C) if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Contractor to the Authority; and/or
  - (D) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

### **Service Credits**

- 22.9.** The Authority shall use the Performance Monitoring Reports supplied by the Contractor to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

**22.10.** Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Contractor shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Clause 22 of this Schedule 1.

**ANNEX TO PART A: SERVICES LEVELS AND SERVICE**

Service Levels				Service Credit or each Service Period
Service Level Performance Criteria	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Local systems take up of the BCF support offer in line with KPI 2.1 Schedule 4 .	KPI 2.1: Local systems take up of the BCF support offer: 100% of regions <sup>1</sup> to be represented in support offer take up in the last six months, with >=6 regions represented in the last 3 months (as per Appendix 2).	The percentage of regions of Local System regions to be represented and undertaking an element of the BCF support offer- as per the specification.	100% of regions <sup>2</sup> to be represented in support offer take up in the last six months, with >=6 regions represented in the last 3 months (as per Appendix 2).	Service Period – Bi-annual as per KPI 2.1

The Service Credits shall be calculated on the basis of the following formula:

Formula:

$$x\% (\text{Service Level Performance Measure}) - x\% (\text{actual Service Level performance}) =$$

<sup>1</sup> "Regions" are defined as the nine local government regions: Yorkshire and Humber, North East, East of England, East Midlands, London, North West, South West, South East and West Midlands.

<sup>2</sup> "Regions" are defined as the nine local government regions: Yorkshire and Humber, North East, East of England, East Midlands, London, North West, South West, South East and West Midlands.

x% of the Contract Price payable to the Authority as Service Credits to be deducted from the next Invoice payable by the Authority

Worked example:

98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)

=

23% of the Contract Price payable to the Authority as Service Credits to be deducted from the next Invoice payable by the Authority

## **22.11.**

### **Part B: Performance Monitoring**

#### Performance Monitoring and Performance Review

**22.12.** Within twenty (20) Working Days of the Commencement Date the Contractor shall provide the Authority with details of how the process in respect of the monitoring and reporting of

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Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

**22.13.** The Contractor shall provide the Authority with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 22 of Part B of this Clause 22 of this Schedule 1 which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

22.13.1. For each key performance indicator set out in Schedule 4, the actual performance achieved in line with the indicator

22.13.2. A summary of progress against core delivery requirements and objectives set out in the specification in Schedule 4.

- 22.13.3. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 22.13.4. a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 22.13.5. details of any Critical Service Level Failures;
  - 22.13.6. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 22.13.7. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 22.13.8. such other details as the Authority may reasonably require from time to time.
- 22.14.** The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Quarterly basis. The Performance Review Meetings will be the forum for the review by the Contractor and the Authority of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 22.14.1. take place within one (1) week of the Performance Monitoring Reports being issued by the Contractor at such location and time (within normal business hours) as the Authority shall reasonably require;
  - 22.14.2. be attended by the Contractor's Representative and the Authority's Representative; and
  - 22.14.3. be fully minuted by the Contractor and the minutes will be circulated by the Contractor to all attendees at the relevant meeting and also to the Authority's Representative and any other recipients agreed at the relevant meeting.
- 22.15.** The minutes of the preceding Quarter's Performance Review Meeting will be agreed and signed by both the Contractor's Representative and the Authority's Representative at each meeting.

**22.16.** The Contractor shall provide to the Authority such documentation as the Authority may reasonably require in order to verify the level of the performance by the Contractor and the calculations of the amount of Service Credits for any specified Service Period.

#### Satisfaction Surveys

**22.17.** The Authority may undertake satisfaction surveys in respect of the Contractor's provision of the Services. The Authority shall be entitled to notify the Contractor of any aspects of their performance of the provision of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

### ANNEX TO PART C: RECTIFICATION PLAN PROCESS

#### Rectifying issues

**22.18.** If there is a Notifiable Default, the Contractor must notify the Authority within 3 Working Days and the Authority can, without limiting its other rights, may request that the Contractor provide a Rectification Plan within 10 Working Days alongside any additional documentation that the Authority requires.

**22.19.** When the Authority receives a requested Rectification Plan it can either:

22.19.1. reject the Rectification Plan or revised Rectification Plan, giving reasons; or

22.19.2. accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Contractor must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

**22.20.** Where the Rectification Plan or revised Rectification Plan is rejected, the Authority:

22.20.1. will give reasonable grounds for its decision; and

22.20.2. may request that the Contractor provides a revised Rectification Plan within 5 Working Days.

#### Escalating issues



**22.21.** If the Contractor fails to:

22.21.1. submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 22.17 or 22.19; and

22.21.2. adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

22.21.3. or if the Authority otherwise rejects a Rectification Plan, the Authority can require the Contractor to attend an Escalation Meeting on not less than 5 Working Days' notice. The Authority will determine the location, time and duration of the Escalation Meeting(s) and the Contractor must ensure that the authorised representative of the Contractor is available to attend.

**22.22.** The Escalation Meeting(s) will continue until the Authority is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than 5 Working Days, either Party may treat the matter as a Dispute to be handled through the dispute resolution set out in Clause 19 (Dispute Resolution) of Schedule 2.

**22.23.** If the Contractor is in Default of any of its obligations under this Clause 22, the Authority shall be entitled to terminate this Agreement.

The Rectification Plan

Request for [Revised] Rectification Plan	
Details of the Default	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]
Deadline for receiving the [Revised] Rectification Plan	[add date (minimum 10 days from request)]
Signed by Authority	

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Date		
<b>Contractor [Revised] Rectification Plan</b>		
Cause of the Default	[add cause]	
Anticipated impact assessment	[add impact]	
Actual effect of Default	[add effect]	
Steps to be taken to rectification	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
Timescale for complete Rectification of Default	[X] Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
Signed by the Contractor		
Date		
<b>Review of Rectification Plan Contractor</b>		
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]	
Reasons for rejection (if applicable)	[add reasons]	
Signed by Contractor		
Date		

## 23. THE COLLABORATIVE WORKING PRINCIPLES

☒ ONLY APPLICABLE TO THE CONTRACT IF THIS BOX IS CHECKED)

**23.1.** The Parties agree that the Collaborative Working Principles will apply, the Contractor must co-operate and provide reasonable assistance to any Authority Third Party and act at all times in accordance with the following principles:

- 23.1.1. proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- 23.1.2. being open, transparent and responsive in sharing relevant and accurate information with Authority Third Parties;

- 23.1.3. adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Authority Third Parties;
- 23.1.4. providing cooperation, support, information and assistance to Authority Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
- 23.1.5. identifying, implementing and capitalising on opportunities to improve Service and deliver better solutions and performance throughout the relationship lifecycle.

## **24. INTELLECTUAL PROPERTY RIGHTS - OPTIONS**

**OPTION 2 ☐ (ONLY APPLICABLE TO THE CONTRACT AND REPLACES CLAUSE 10 (INTELLECTUAL PROPERTY) below IF THIS BOX IS CHECKED)**

## **SCHEDULE 2 GENERAL TERMS AND CONDITIONS**

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C72289 DHSC: ASC: Better Care Fund  
Contract for the Provision of Services

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## **GENERAL TERMS AND CONDITIONS**

### **1. PROVISION OF SERVICES**

#### **1.1. The Contractor shall ensure that the Services:**

- 1.1.1. comply in all respects with the Specification;
- 1.1.2. are supplied promptly and in any event within any time limits as may be set out in this Contract;
- 1.1.3. are supplied in accordance with the Contractor's Tender and the provisions of this Contract.

#### **1.2. The Contractor shall:**

- 1.2.1. perform its obligations under this Contract, including in relation to the supply of the Services in accordance with:
  - (a) all applicable Law;
  - (b) in accordance with the Anti-slavery Policy and if Key Provision 17 (Tackling Modern Slavery) shall apply in accordance with the Authority's Anti-slavery Policy; and
  - (c) Good Industry Practice;
  - (d) any quality assurance standards as set out in the Key Provisions; and
  - (e) the Contractor's own established procedures and practices to the extent that the same do not conflict with the requirements of Clauses 1.2.1(a) to 1.2.1(d), above; and
- 1.2.2. deliver the Services using efficient business processes and ways of working having regard to the Authority's obligation to ensure value for money.

- 1.3. In the event that the Contractor becomes aware of any inconsistency between the requirements of Clauses 1.2.1(a) to 1.2.1(d) of this Schedule 2, the Contractor shall immediately notify the Authority Representative in writing of such inconsistency and the Authority Representative shall, as soon as practicable, notify the Contractor which requirement the Contractor shall comply with.
- 1.4. The Authority may inspect and examine the manner in which the Contractor supplies the Services during normal business hours on reasonable notice.
- 1.5. Immediately following the Commencement Date, the Contractor shall, if specified in the Key Provisions, implement the Services fully in accordance with the Implementation Plan.
- 1.6. The Contractor shall commence delivery of the Services on the Services Commencement Date, if specified in Clause 6 (Services Commencement Date) of Schedule 1.
- 1.7. The Contractor shall comply fully with its obligations set out in the Specification and the Tender.
- 1.8. If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services does not meet the requirements and/or standards of the Contract or differs in any way from those requirements, and this is other than as a result of a Default by the Authority, the Contractor 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 Authority.
- 1.9. The Contractor shall notify the Authority as soon as it becomes aware of:
  - 1.9.1. any breach, or potential breach, of the Anti-slavery Policy and if Key Provision 17 applies, any breach, or potential breach, of the Authority's Anti-slavery Policy; or
  - 1.9.2. any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

## **2. KEY PERSONNEL**

**2.1.** The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Authority.

**2.2.** The Contractor shall not remove or replace any Key Personnel unless:

2.2.1. requested to do so by the Authority;

2.2.2. the person concerned resigns, retires or dies or is on maternity or long-term sick leave;

2.2.3. the person's employment or contractual arrangement with the Contractor or a Sub-contractor is terminated for material breach of contract by the employee; or

2.2.4. the Contractor obtains the Authority's prior written consent.

**2.3.** The Authority shall not unreasonably withhold its consent under Clause 2.2.4 of this Schedule  
2. Such consent shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

## **3. CONTRACTOR PERSONNEL**

**3.1.** At all times, the Contractor shall ensure that:

3.1.1. each of the Contractor Personnel responsible for providing the Services is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;

3.1.2. there is an adequate number of Contractor Personnel to provide the Services properly and in accordance with the Contract;

3.1.3. only those people who are authorised by the Contractor are involved in providing the Services; and



- 3.1.4. all of the Contractor Personnel comply with all of the Authority's policies, rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for conduct when at or outside the Premises of the Authority.
- 3.2. The Authority may refuse to grant access to and remove any of the Contractor Personnel who do not comply with Clause 3.1 of this Schedule 2 or if they otherwise present a security threat or the Authority reasonably determines their presence to be undesirable.
- 3.3. The Contractor shall replace any of the Contractor Personnel who the Authority reasonably decides have failed to carry out their duties with reasonable skill and care to a professional standard. Following the removal of any of the Contractor Personnel for any reason, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 3.4. At the Authority's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and the Services and giving such other particulars as the Authority may reasonably request. The Contractor shall ensure at all times that it has the right to provide these records under Data Protection Legislation.
- 3.5. The Contractor shall comply with the Authority's procedures for the vetting of personnel and as advised to the Contractor by the Authority in respect of all persons employed or engaged in the provision of the Services. The Contractor confirms that all persons employed or engaged by the Contractor were vetted and recruited on a basis that is equivalent to and no less strict than the Authority's procedures for the vetting of personnel.
- 3.6. If the Contractor fails to comply with Clause 3.4 of this Schedule 2 within one (1) Month of the date of the request and, in the reasonable opinion of the Authority, such failure may be prejudicial to the interests of the Crown, then the Authority may terminate the Contract with immediate effect by giving written notice to the Contractor at any time after the end of that one (1) Month period, such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

- 3.7.** The decision of the Authority as to whether any person is to be refused access to the Premises and/or as to whether the Contractor has failed to comply with Clause 3.4 of this Schedule 2 shall be final and conclusive.

**Income Tax and National Insurance Contributions**

- 3.8.** Where the Contractor or any Contractor Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under the Contract, the Contractor shall:

- 3.8.1. at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
- 3.8.2. indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services by the Contractor or any Contractor Personnel.

- 3.9.** In the event that any one of the Contractor Personnel is a Worker as defined in Clause 1 of Schedule 3 (Definitions and Interpretation) who receives consideration relating to the Services, then the Contractor shall ensure that its contract with the Worker contains the following requirements:

- 3.9.1. that the Authority may, at any time during the Term, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 3.8 of this Schedule 2, or why those requirements do not apply to it. In such case, the Authority may specify the information which the Worker must provide and the period within which that information must be provided;
- 3.9.2. that the Worker's contract may be terminated at the Authority's request if:

- (a) the Worker fails to provide the information requested by the Authority within the time specified by the Authority under Clause 3.9.1 of this Schedule 2; and/or
- (b) the Worker provides information which the Authority considers is inadequate to demonstrate how the Worker complies with Clause 3.8 of this Schedule 2 or confirms that the Worker is not complying with those requirements; and

3.9.3. that the Authority may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

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

- 4.1.** The Contractor shall begin performing the Services on the Services Commencement Date and continue to perform them for the Term. The Authority may, by written notice, require the Contractor to execute the Services in such order as the Authority may decide. In the absence of such notice the Contractor shall submit such detailed programmes of work and progress reports as the Authority may from time to time require.
- 4.2.** The Contractor shall at all times comply with the Quality Standards. To the extent that the standard of Services has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- 4.3.** The Contractor shall ensure that all Contractor Personnel supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.
- 4.4.** The Contractor will be responsible for providing and delivering the Services in each and every respect with all relevant provisions of the Contract at all times and will ensure continuity of supply (at no extra cost to the Authority) in accordance with Schedule 4.

## **5. USE OF AUTHORITY EQUIPMENT**

- 5.1.** Where the Authority issues Property free of charge to the Contractor such Property shall be and remain the property of the Authority. The Contractor irrevocably licences the Authority and its agents to enter upon any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.
- 5.2.** The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Authority otherwise within five (5) Working Days of receipt.
- 5.3.** Upon receipt of the Property the Contractor shall subject it to:
- 5.3.1. a reasonable visual inspection, and
  - 5.3.2. such additional inspection and testing as may be necessary and practicable in order to check that the Property is not defective or deficient for the purpose for which it has been provided.
- 5.4.** The Authority shall replace or re-issue issued Property agreed by the Parties to be defective within a reasonable period.
- 5.5.** The Contractor shall ensure the security of all the Property whilst in its possession.
- 5.6.** The Contractor shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Default of the Authority. The Contractor shall inform the Authority within two (2) Working Days of any loss of, or damage to, the Property occurring.

## **6. TERM**

- 6.1.** This Contract shall commence on the Services Commencement Date and, unless terminated earlier in accordance with the terms of this Contract or the general law, shall continue until the end of the Term.
- 6.2.** The Authority shall be entitled to extend the Term on one or more occasions by giving the Contractor written notice not less than three (3) Months prior to the date on which this Contract would otherwise have expired, provided that the duration of this Contract shall be no longer than the total term specified in the Order Form. The provisions of the Contract will apply and take effect mutatis mutandis (subject to any Variation or adjustment to the Contract Price pursuant to Clause 7 (Price Adjustment on Extension of Term) of the Key Provisions, if applicable) throughout any such extended period.

## **7. CONTRACT MANAGEMENT AND MONITORING OF CONTRACTOR'S PERFORMANCE**

- 7.1.** The Parties shall each appoint a contract manager to be known respectively as the Authority Representative and the Contractor Representative. The Authority Representative and the Contractor Representative shall meet at least Monthly (unless otherwise notified by the Authority) to discuss the Contractor's performance and other matters connected to the delivery of the Contract.
- 7.2.** The Contractor shall comply, as the Authority shall require, with the monitoring arrangements set out in Schedule 7 (Contract Monitoring) including, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.
- 7.3.** The Contractor shall comply with any and all of the monitoring arrangements that the Authority shall reasonably require from time to time. This shall include, but shall not be limited to, providing such information as the Authority may require the Contractor to produce under the Contract.
- 7.4.** At the Authority's request, within five (5) Working Days of such request, the Contractor shall supply such management information to the Authority as the Authority may reasonably request from time to time (including without limit any information about the Contractor's supply chain and its compliance in relation to sustainability requirements).

**7.5.** The Contractor shall provide the Authority with such supporting documentation as the Authority may require to establish and verify the Contractor's levels of performance.

**7.6.** The Contractor shall meet with the Authority following the completion of the provision of the Services to discuss:

7.6.1. whether the Contractor believes the objectives of the Contract were achieved;

7.6.2. how far the intended benefits sought in the Authority's Specification and that had been forecast in the Tender were achieved; and

7.6.3. to identify any lessons learnt for future projects.

**7.7.** The Authority shall be able to share and use any information arising from such meetings referred to in Clause 7.6 of this Schedule 2 as it sees fit.

## **8. PRICE AND PAYMENT**

### **Contract Price**

**8.1.** In consideration of the Contractor carrying out its obligations under the Contract, including the provision of the Services, the Authority shall pay the Contractor the Contract Price in accordance with this Clause 8 (Price and Payment) of this Schedule 2. The Contract Price shall remain fixed for the Term.

**8.2.** The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Contract under Clause 16.5 (Termination) of this Schedule 2 for failure to pay undisputed sums of money. Interest shall be payable by the Authority on the

late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

**8.3.** The Authority may retain or set-off any amount owed by the Contractor to the Crown or any part of the Crown (including the Authority) against any amount due to the Contractor under this Contract or under any agreement between the Contractor and the Authority. **VAT**

**8.4.** The Contract Price is stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.

**8.5.** The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under this Contract. Any amounts due under this Clause 8.5 shall be paid in cleared funds by the Contractor to the Authority not less than five Working Days before the date upon which the tax or other liability is payable by the Authority. **Invoicing**

**8.6.** The Contractor shall submit an invoice to the Authority Quarterly in arrears. The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation as may be reasonably required by the Authority to substantiate such invoice. Where travel and subsistence is claimed, all claims must comply with the provisions set out in the Schedule 6 and must be accompanied by appropriate receipts to cover the total amount claimed.

**8.7.** The Authority shall verify and pay each valid and undisputed invoice received in accordance with Clause 8.6 of this Schedule 2 within thirty (30) days of receipt of such invoice at the latest. If there is undue delay in verifying the invoice in accordance with this Clause 8.7 of this Schedule 2, the invoice shall be regarded as valid and undisputed for the purposes this Clause 8.7 after a reasonable time has passed

**Recovery of Sums Due**

**8.8.** The Authority shall be entitled to withhold payment due under this Clause 8 (Price and Payment) of this Schedule 2 for so long as the Contractor, in the Authority's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with Clause 25.11 (Assignment, Novation and Sub-contracting) of this Schedule 2. For the avoidance of doubt the Authority shall not be liable to pay any interest or penalty in withholding such payment.

**Electronic Invoicing**

**8.9.** The Authority shall accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing.

**8.10.** For the purposes of clause 8.9, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

**8.11.** The Authority's right to request paper form invoicing shall be subject to procurement policy note 11/15  
([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/437471/PN\\_e-invoicing.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437471/PN_e-invoicing.pdf)) in respect of the Authority's obligation to accept unstructured electronic invoices from the Contractor where and as required under that procurement policy note (as amended from time to time).

## **9. WARRANTIES**

**9.1.** The Contractor represents and warrants that:

9.1.1. it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;

9.1.2. it has full capacity and authority (including, where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract;

9.1.3. this Contract is executed by a duly authorised representative of the Contractor;

9.1.4. all necessary rights, authorisations, licences, consents and regulatory approvals (including in relation to IPR) are in place to enter into this Contract,

enable the Contractor to perform its obligations under the Contract and for the Authority to receive the Services;

9.1.5. in entering the Contract it has not committed any Fraud;

9.1.6. all written statements and representations in any written submissions made by the Contractor as part of the procurement process, including without limitation its response to the selection questionnaire and invitation to tender (if applicable), its tender and any other documents submitted remain true, accurate and not



misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract;

- 9.1.7. it has notified the Authority in writing of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge any threatened against it or any of its Affiliates that might affect its ability to perform its obligations under the Contract;
- 9.1.8. its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
- 9.1.9. its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- 9.1.10. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- 9.1.11. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- 9.1.12. it owns, has obtained, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract and/or the receipt of the Services by the Authority;
- 9.1.13. in the three (3) years prior to the Commencement Date:

- (a) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
- (b) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- (c) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern, ability to fulfil its obligations under the Contract or provide the Services; and

**9.2.** The Contractor warrants and undertakes to the Authority that as at the Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Contractor shall:

- 9.2.1. notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
- 9.2.2. promptly provide to the Authority:
  - (a) details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
  - (b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

**9.3.** The Contractor warrants and undertakes to the Authority that:

- 9.3.1. its responses to the Authority's slavery and human trafficking due diligence questionnaire, if any, are complete and accurate; and
- 9.3.2. neither the Contractor nor any of its Contractor Personnel:

- (a) has been convicted of any offence involving slavery and human trafficking; and
- (b) having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or Regulatory Body regarding any offence or alleged offence of or in connection with slavery and human trafficking; and

9.3.3. it shall at all times conduct its business in a manner that is consistent with any anti-slavery policy of the Authority that is notified to the Contractor and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Contractor's compliance with this Clause 9.3.3 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery policy.

- 9.4.** The Contractor shall implement due diligence procedures for its own suppliers, Subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 9.5.** The representations and warranties set out in this Clause 9 (Warranties) of this Schedule 2 shall be deemed to be repeated by the Contractor on the Services Commencement Date (if later than the date of signature of this Contract) by reference to the facts then existing.
- 9.6.** Each of the representations and warranties set out in this Clause 9 (Warranties) of this Schedule 2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.
- 9.7.** If at any time the Contractor becomes aware that a representation or warranty given by it under this Clause 9 (Warranties) has been breached, is untrue or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.
- 9.8.** For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which the Authority may have in respect of breach of that provision by the Contractor.

**9.9.** Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

## **10. INTELLECTUAL PROPERTY**

**10.1.** Each Party keeps ownership of its own Existing IPR. Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under the Contract or otherwise agreed in writing.

**10.2.** Except as expressly granted elsewhere under the Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.

### **10.3. Licences granted by the Contractor: Contractor's Existing IPR**

**10.3.1.** Where the Authority orders Services which contain or rely upon Contractor's Existing IPR, the Contractor hereby grants the Authority a Contractor's Existing IPR Licence on the terms set out in Paragraph 10.3.2.

**10.3.2.** The Contractor gives the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-license the Contractor's Existing IPR which is reasonably required by the Authority to enable it:

(A) or any End User to use and receive the Services; or

(B) to use, sub-licence or commercially exploit (including by publication under Open Licence) the New IPR and New IPR Items,

for any purpose relating to the exercise of the Authority's business or function in relation to the BCF Programme only (as described in Schedule 4 (Specification)).

#### **10.4. Licences granted by the Authority and New IPR**

- 10.4.1. Any New IPR created under the Contract is owned by the Authority. The Authority gives the Contractor a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Term.
- 10.4.2. Where a Party acquires ownership of IPR incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.4.3. Unless otherwise agreed in writing, the Contractor and the Authority will record any New IPR in the table at Annex 1 to this Clause 10 of this Schedule 2 and keep this updated throughout the Term.

#### **10.5. Open Licence Publication**

- 10.5.1. Subject to Paragraph 10.5.4, the Contractor agrees that the Authority may at its sole discretion publish under Open Licence all or part of the New IPR Items.
- 10.5.2. Subject to Paragraph 10.5.4, the Contractor hereby warrants that the New IPR Items are suitable for release under Open Licence.
- 10.5.3. The Contractor will supply any or all New IPR Items in a format suitable for publication under Open Licence ("the Open Licence Publication Material") within 30 days of written request from the Contractor ("Authority Open Licence Request"). The publication of all or part of the New IPR items is subject to the Authority obtaining the prior written consent of the Contractor, such consent not be unreasonably withheld or delayed. Where the publication under Open Licence of any any New IPR items involves the publication of Contractor's Existing IPR or Third Party IPR, the Contractor may reasonably refuse consent to publish.
- 10.5.4. The Contractor may within 15 days of a Authority Open Licence Request under Paragraph 10.5.3 request in writing that the Contractor excludes all or part of:
- (a) the New IPR; or

- (b) Contractor's Existing IPR or Third Party IPR that would otherwise be included in the Open Licence Publication Material supplied to the Authority pursuant to Paragraph 10.5.3, from Open Licence publication.

10.5.5. Any decision to Approve any such request from the Contractor pursuant to Paragraph 10.5.4 shall be at the Authority's sole discretion, not to be unreasonably withheld, delayed or conditioned.

10.5.6. Subject to Clauses 14 (Indemnity and Limitation of Liability) and 15 (Insurance) of Schedule 2, the Authority will not be liable in the event that any Contractor's Existing IPR or Third Party IPR is included in the Open Licence Publication Material published by the Contractor.

## **10.6. Third Party IPR**

10.6.1. The Contractor shall not use in the delivery of the Services any Third Party IPR unless Prior written consent of the Authority is granted by the Authority and it has procured that the owner or an authorised licensor of the relevant Third Party IPR has granted a Third Party IPR Licence on the terms set out in Paragraph 10.6.3. If the Contractor cannot obtain for the Authority a licence on the terms set out in Paragraph 10.6.3 in respect of any Third Party IPR the Contractor shall:

- (a) notify the Authority in writing; and
- (b) use the relevant Third Party IPR only if the Authority has provided authorisation in writing, with reference to the acts authorised and the specific IPR involved.

10.6.2. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Authority and the ordering of any Services under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

10.6.3. The Third Party IPR Licence granted to the Authority shall be a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any Third Party IPR which is reasonably required by the Authority to enable it or any End User to receive and use the Services and make use of the Services provided by a Replacement Contractor.

#### **10.7. Termination of licences**

10.7.1. The Contractor's Existing IPR Licence granted pursuant to Paragraph 10.3 and the Third Party IPR Licence granted pursuant to Paragraph 10.6 shall survive the Expiry Date and termination of this Contract.

10.7.2. The Contractor shall, if requested by the Authority in accordance with Schedule 12 (Exit Plan and Service Transfer Arrangements) and to the extent reasonably necessary to ensure continuity of service during exit and transition to any Replacement Contractor, grant (or procure the grant) to the Replacement Contractor a licence to use any Contractor's Existing IPR or Third Party IPR on terms equivalent to the Contractor's Existing IPR Licence or Third Party IPR Licence (as applicable) subject to the Replacement Contractor entering into reasonable confidentiality undertakings with the Contractor.

10.7.3. Any licence granted to the Contractor pursuant to Paragraph 10.4 (Licence granted by the Authority) shall terminate automatically on the Expiry Date and the Contractor shall:

- (a) immediately cease all use of the Authority's Existing IPR (including the Authority Data within which the Authority's Existing IPR may subsist);
- (b) at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the Authority's Existing IPR and the Authority Data, provided that if the Authority has not made an election within six months of the termination of the licence, the Contractor may destroy the documents and other tangible materials that contain any of the Authority's Existing IPR and the Authority Data (as the case may be); and

- (c) ensure, so far as reasonably practicable, that any Authority's Existing IPR and Authority Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Contractor containing such Authority's Existing IPR or Authority Data.

**ANNEX 1: NEW IPR**

Name of New IPR	Details

**11. AUTHORITY DATA**

- 11.1.** The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- 11.2.** The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under the Contract or as otherwise expressly authorised in writing by the Authority.
- 11.3.** To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply that Authority Data to the Authority as requested by the Authority in the format the Authority specifies.
- 11.4.** Upon receipt or creation by the Contractor of any Authority Data and during any collection, Processing, storage and transmission by the Contractor of any Authority Data, the Contractor shall take all precautions necessary to preserve the integrity of the Authority Data and to prevent any corruption or loss of the Authority Data.
- 11.5.** The Contractor shall perform secure back-ups of all Authority Data. The Contractor shall ensure that such back-ups are available to the Authority at all times upon request.



- 11.6.** The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy.
- 11.7.** If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:
- 11.7.1. require the Contractor (at the Contractor's expense) to restore or procure the restoration of the Authority Data and the Contractor shall do so as soon as practicable; and/or
  - 11.7.2. itself restore or procure the restoration of the Authority Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.
- 11.8.** If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

## **12. PROTECTION OF PERSONAL DATA**

### **Status of the Controller**

- 12.1.** The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Contract will determine the status of each Party under the Data Protection Legislation. A Party may act as:
- 12.1.1. "Controller" (where the other Party acts as the "Processor");
  - 12.1.2. "Processor" (where the other Party acts as the "Controller");
  - 12.1.3. "Joint Controller" (where both Parties are considered to jointly control the same Personal Data);
  - 12.1.4. "Independent Controller" of the Personal Data where the other Party is also "Controller" of the same Personal Data in its own right (but there is no element of joint control);

and the Parties shall set out in Schedule 13 (Processing, Personal Data and Data Subjects) which scenario or scenarios are intended to apply under this Contract.

**Where one Party is Controller and the other Party its Processor**

**12.2.** Where a Party is a Processor, the only Processing that it is authorised to do is listed in Schedule 13 (Processing, Personal Data and Data Subjects) by the Controller.

**12.3.** The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

**12.4.** The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

12.4.1. a systematic description of the envisaged Processing operations and the purpose of the Processing;

12.4.2. an assessment of the necessity and proportionality of the Processing operations in relation to the Services;

12.4.3. an assessment of the risks to the rights and freedoms of Data Subjects; and

12.4.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

**12.5.** The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

12.5.1. process that Personal Data only in accordance with Schedule 13 (Processing, Personal Data and Data Subjects), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Authority before Processing the Personal Data unless prohibited by Law;

12.5.2. ensure that it has in place Protective Measures, including in the case of the Controller the measures set out in Clause 10 (Authority Data), which the Controller may reasonably reject (but failure to reject shall not amount to

approval by the Controller of the adequacy of the Protective Measures) 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;

12.5.3. ensure that:

- (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 13 (Processing, Personal Data and Data Subjects));
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
  - i. are aware of and comply with the Processor's duties under this Clause 12 (Protection of Personal Data), Clause 10 (Authority Data) and Clause 27 (Confidential Information) of this Schedule 2;
  - ii. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
  - iii. 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 Controller or as otherwise permitted by this Contract; and
  - iv. have undergone adequate training in the use, care, protection and handling of Personal Data;

- (c) not transfer Personal Data outside of the EU, other than to the Controller, unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - i. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the GDPR or Section 75 of the DPA 2018) as determined by the Controller;
  - ii. the Data Subject has enforceable rights and effective legal remedies;
  - iii. the Processor 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 Controller in meeting its obligations); and
  - iv. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (d) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

**12.6.** Subject to Clause 12.7 of this Schedule 2, the Processor shall notify the Controller immediately if it:

- 12.6.1. receives a Data Subject Request (or purported Data Subject Request);
- 12.6.2. receives a request to rectify, block or erase any Personal Data;
- 12.6.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 12.6.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

- 12.6.5. 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
  - 12.6.6. becomes aware of a Data Loss Event.
- 12.7.** The Processor's obligation to notify under Clause 12.6 of this Schedule 2 shall include the provision of further information to the Controller in phases, as details become available.
- 12.8.** Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 12.6 of this Schedule 2 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- 12.8.1. the Controller with full details and copies of the complaint, communication or request;
  - 12.8.2. such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - 12.8.3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 12.8.4. assistance as requested by the Controller following any Data Loss Event; and/or
  - 12.8.5. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 12.9.** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- 12.9.1. the Controller determines that the Processing is not occasional;

- 12.9.2. the Controller 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; or
  - 12.9.3. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 12.10.** The Processor shall allow for audits of its Processing activity by the Controller or the Controller's designated auditor.
- 12.11.** The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12.12.** Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
- 12.12.1. notify the Controller in writing of the intended Sub-processor and Processing;
  - 12.12.2. obtain the written consent of the Controller;
  - 12.12.3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 12 (Protection of Personal Data) such that they apply to the Sub-processor; and
  - 12.12.4. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 12.13.** The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 12.14.** The Authority 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).
- 12.15.** The Parties agree to take account of any guidance issued by the Information

Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**Where the Parties are Joint Controllers of Personal Data**

- 12.16.** In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Clauses that are necessary to comply with Article 26 of the GDPR based on the terms set out in Annex 1 to Schedule 13 (Processing, Personal Data and Data Subjects).

**Where the Parties are Independent Controllers of Personal Data**

- 12.17.** With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under a Joint Controller arrangement of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 12.18.** Each Party shall process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 12.19.** Where a Party has provided Personal Data to the other Party in accordance with Clause 12.17 of this Schedule 2, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 12.20.** The Parties shall be responsible for their own compliance with Articles 13 and 14 of the GDPR in respect of the Processing of Personal Data for the purposes of this Contract.
- 12.21.** The Parties shall only provide Personal Data to each other:
- 12.21.1. to the extent necessary to perform the respective obligations under this Contract;

12.21.2. in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and

12.21.3. where it has recorded it in Schedule 13 (Processing, Personal Data and Data Subjects).

**12.22.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

**12.23.** A Party Processing Personal Data for the purposes of this Contract shall maintain a record of its Processing activities in accordance with Article 30 of the GDPR and shall make the record available to the other Party upon reasonable request.

**12.24.** Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Contract ("**the Request Recipient**"):

12.24.1. the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

12.24.2. where the request or correspondence is directed to the other Party and/or relates to the other Party's Processing of the Personal Data, the Request Recipient will:

- (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and



- (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request.

**12.25.** Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Contract and shall:

- 12.25.1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
- 12.25.2. implement any measures necessary to restore the security of any compromised Personal Data;
- 12.25.3. work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- 12.25.4. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

**12.26.** Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in Schedule 13 (Processing, Personal Data and Data Subjects).

**12.27.** Personal Data shall not be retained or processed for longer than is necessary to perform each Party's obligations under this Contract which is specified in Schedule 13 (Processing, Personal Data and Data Subjects).

**12.28.** Notwithstanding the general application of Clauses 12.2 to 12.15 of this Schedule 2 to Personal Data, where the Contractor is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an independent Controller of Personal Data in accordance with Clauses 12.16 to 12.27 of this Schedule 2.

### **13. RECORDS RETENTION AND RIGHT OF AUDIT**

**13.1.** The Contractor shall in accordance with the GDPR keep secure and maintain until six (6) years after the final payment of all sums due under the Contract, or such longer period as

may be agreed between the Parties, full and accurate records of the Services, all expenditure reimbursed by the Authority and all payments made by the Authority including records and accounts which the Authority has a right to audit.

**13.2.** The Contractor shall grant to the Authority, or its authorised agents, such access to those records as they may reasonably require in order to check the Contractor's compliance with the Contract.

**13.3.** For the purpose of:

13.3.1. the examination and certification of the Authority's accounts; or

13.3.2. any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources

**13.4.** the Comptroller and Auditor General may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Contractor and may require the Contractor to provide such oral and/or written explanations as he considers necessary. This Clause does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Contractor under Section 6(3)(d) and (5) of the National Audit Act 1983. The Parties will bear their own costs when an audit is undertaken unless the audit identifies a material Default by the Contractor, in which case the Contractor will repay the Authority's reasonable costs in connection with the audit.

## **14. INDEMNITY AND LIMITATION OF LIABILITY**

**14.1.** Subject to the limitations of liability set out in this Clause 14 (Indemnity and Limitation of Liability) and without prejudice to any rights and remedies of the Authority, the Contractor shall indemnify the Authority, and keep it indemnified, from and against any and all Losses whatsoever and howsoever to the extent arising directly (but not indirectly or consequentially) out of the act, default, negligence, breach of contract, breach of statutory or statutory duty by the Contractor or any of its employees or agents acting within the course of their employment or any of its Sub-contractors and their employees or agents.

### **Unlimited liability**

**14.2.** Neither Party excludes or limits liability to the other Party for:

- 14.2.1. death or personal injury caused by its negligence, or that of its employees, agents or Sub-contractors (as applicable);
- 14.2.2. bribery or Fraud or fraudulent misrepresentation by it or its employees;
- 14.2.3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or; or
- 14.2.4. any liability to the extent it cannot be limited or excluded by Law.

**14.3.** The Contractor's liability in respect of the indemnities in Clauses 3.8 (Income Tax and National Insurance Contributions), Clause 8.4 (VAT), Clause 10.4.3 (Intellectual Property), of Schedule 2, Schedule 10 (Staff Transfer) and the Annexes to Schedule 10 (Staff Transfer) shall be unlimited.

**14.4.** The Authority's liability in respect of the indemnities in Schedule 10 (Staff Transfer) and the Annexes to Schedule 10 (Staff Transfer) shall be unlimited.

**Financials and other limits**

**14.5.** Subject to Clauses 14.2, 14.3, 14.4 (Unlimited liability) and Clause 14.7 (Consequential Losses) of this Schedule 2:

- 14.5.1. the Contractor's aggregate liability in respect of loss of or damage to the Authority Premises or other property or assets of the Authority (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority Data or any other data) that is caused by Defaults of the Contractor occurring in each and any Contract Year shall in no event exceed £10 million;
- 14.5.2. the Contractor's aggregate liability in respect of:
  - (a) loss or damage to Authority Data; and
  - (b) breach of the Data Protection Legislation;

- (c) that is caused by Default of the Contractor occurring in each and any Contract Year shall in no event exceed £10 million;

14.5.3. in respect of all other Losses, the aggregate liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall in no event exceed the greater of:

- (a) £5,000,000; or
- (b) one hundred and twenty five per cent (125%) of the total Contract Price paid or payable by the Authority to the Contractor for the Services.

**14.6.** If the total Contract Price paid or payable by the Authority to the Contractor over the Term:

- 14.6.1. is less than or equal to **£1,000,000** then the figure of **£5,000,000** at Clause 14.5.3 of this Schedule 2 shall be replaced with **£1,000,000**;
- 14.6.2. is less than or equal to **£3,000,000** but greater than **£1,000,000**, then the figure of **£5,000,000** at Clause 14.5.3 of this Schedule 2 shall be replaced with **£3,000,000**
- 14.6.3. is equal to, exceeds or will exceed **£10,000,000** then the figure of **£5,000,000** at Clause 14.5.3 of this Schedule 2 shall be replaced with **£10,000,000** and the figure of one hundred and twenty five percent (125%) at Clause 14.5.3 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%).

#### **Consequential loss**

**14.7.** Subject always to Clauses 14.2, 14.3, 14.4 (Unlimited liability) and Clause 14.7 of this Schedule 2 neither Party shall be liable to the other Party for:

- 14.7.1. any indirect, special or consequential loss;

14.7.2. loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect).

**14.8.** Notwithstanding Clause 14.7 but subject to Clause 14.5 the Contractor acknowledges that the Authority may, amongst other things, recover from the Contractor the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

14.8.1. any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

14.8.2. any wasted expenditure or Contract Price;

14.8.3. the additional costs of procuring Replacement Services for the remainder of the Term, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under the Contract;

14.8.4. any compensation or interest paid to a third party by the Authority; and

14.8.5. any fine, penalty or costs incurred by the Authority pursuant to Law any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

**14.9.** Each Party shall use its respective reasonable endeavours to mitigate any loss or damage suffered arising out of or connection with the Contract.

**14.10.** Where the Contractor is a consortium, for the avoidance of doubt, the organisations comprising the Contractor shall be jointly and severally liable with regard to the performance by the Contractor of any and all of its obligations under the Contract and in respect of any Losses incurred by the Authority under or in connection with this Contract as a result of Defaults by the Contractor.

## **15. INSURANCE**

- 15.1.** The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Term and for a minimum of six (6) years following the expiration or earlier termination of the Contract.
- 15.2.** The Contractor shall hold employer's liability insurance in respect of Contractor Personnel in accordance with any legal requirement from time to time in force.
- 15.3.** Without limitation to any insurance arrangements as required by Law, the Contractor shall put in place and/or maintain the different types and/or levels of indemnity arrangements explicitly required by the Authority, if specified in the Key Provisions.
- 15.4.** The Contractor shall from time to time and in any event within five (5) Working Days of written demand provide documentary evidence to the Authority that insurance arrangements taken out by the Contractor pursuant to this Clause 15 (Insurance) of this Schedule 2 and the Key Provisions are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.
- 15.5.** If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 15.6.** The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in Clause 14 (Indemnity and Limitation of Liability) of this Schedule 2.

## 16. TERMINATION

**16.1.** In the case of a breach of any of the terms of this Contract by the Contractor that is capable of remedy (including, without limitation any failure to pay any sums due under this Contract), the Authority may, without prejudice to its other rights and remedies under this Contract, issue a Breach Notice and shall allow the Contractor the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Contractor (“**Remedial Proposal**”) before exercising any right to terminate this Contract. Such Remedial Proposal must be agreed with the Authority (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Contractor in accordance with the timescales referred to in the agreed Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Contractor to:

16.1.1. put forward and agree a Remedial Proposal with the Authority in relation to the relevant Default or breach within a period of ten (10) Working Days (or such other period as the Authority may agree in writing) from the deemed date of receipt of the Breach Notice;

**“Specific Change in Law”** a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;

**“Specification”** means the Specification set out in the Order Form or Schedule 4 (Specification), as applicable.

**“Step-In Rights”** means the step-in rights, if any, referred to in the Key Provisions;

**“Sub-contract”** means the Contractor’s contract with a Sub-contractor whereby that Sub-contractor agrees to provide to the Contractor the Services (or any part thereof) or facilities or services necessary for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the Services;

<b>“Sub-contractor”</b>	means any person appointed by the Contractor to carry out any and/or all of the Contractor's obligations under the Contract;
<b>“Sub-processor”</b>	means any third party appointed to process Personal Data on behalf of the Contractor related to this Contract;
<b>“Tender”</b>	means the tender submitted by the Contractor to the Authority and annexed to Schedule 5 (Tender);
<b>“Term”</b>	means the term as set out in the Key Provisions;
<b>“Termination Notice”</b>	means any notice to terminate this Contract which is given by either Party in accordance with the provisions of the Contract;
<b>“Termination Period”</b>	means the period specified in the Termination Notice during which period the Authority may require the Contractor to continue to provide the Services after a Termination Notice has been given provided always that such period may not extend the Term (as extended by Clause 6.2 (Term) of Schedule 2) by more than six (6) Months;
<b>"Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Contractor for the purpose of providing the Services;
<b>"Third Party IPR Licence"</b>	means a licence to the Third Party IPR;
<b>“Transferring Authority Employees”</b>	shall have the meaning ascribed in Schedule 10 (Staff Transfer);
<b>“Transferring Former Contractor Employees”</b>	shall have the meaning ascribed in Schedule 10 (Staff Transfer);



<b>“Transitional Assistance Service Charges”</b>	means the charges, if any, payable by the Authority to the Contractor for the provision of the Transitional Assistance Services, which shall be calculated in accordance with Schedule 6;
<b>“Transitional Assistance Services”</b>	means the services to be provided by the Contractor to the Authority pursuant to Clause 15 (Exit and Service Transfer) of Schedule 1 in order to facilitate the transfer of the Services to the Authority or a Replacement Contractor;
<b>“Unconnected Subcontract”</b>	means any contract or agreement which is not a Subcontract and is between the Contractor and a third party (which is not an Affiliate of the Contractor) and is a qualifying contract under regulation 6 of the Reporting on Payment Practices and Performance Regulations 2017
<b>“Unconnected Subcontractor”</b>	means any third party with whom the Contractor enters into an Unconnected Sub-contract
<b>"Variation"</b>	means any variation to this Contract;
<b>“Variation Form”</b>	means the form set out in Schedule 9 (Variation Form);
<b>“VAT”</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>“Voluntary, Community and Social Enterprise” or “VCSE”</b>	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>“Worker”</b>	means any one of the Contractor Personnel which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) applies in respect of the Services;
<b>“Working Day”</b>	means any day other than a Saturday or Sunday or public holiday in England and Wales.

- 1.2.** The interpretation and construction of the Contract shall be subject to the following provisions:
- 1.2.1. words importing the singular meaning include, where the context so admits, the plural meaning and vice versa;
  - 1.2.2. words importing the masculine include the feminine and the neuter;
  - 1.2.3. reference to a Clause is a reference to the whole of that Clause unless stated otherwise;
  - 1.2.4. reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or reenacted;
  - 1.2.5. reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
  - 1.2.6. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
  - 1.2.7. headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.
- 1.3.** Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Contractor shall notify the Authority and the Parties shall update this Contract with a reference to the replacement hyperlink.
- 1.4.** Any Breach Notice issued by a Party in connection with this Contract shall not be invalid due to it containing insufficient information. A Party receiving a Breach Notice (“**Receiving Party**”) may ask the Party that issued the Breach Notice (“**Issuing Party**”) to provide any further information in relation to the subject matter of the Breach Notice that it may

reasonably require to enable it to understand the Breach Notice and/or to remedy the breach. The Issuing Party shall not unreasonably withhold or delay the provision of such

further information as referred to above as may be requested by the Receiving Party but no such withholding or delay shall invalidate the Breach Notice.

**1.5.** In entering into this Contract the Authority is acting as part of the Crown.

**1.6.** Any reference in this Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

1.6.1. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which is to form part of domestic Law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic Law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic Law from time to time; and

1.6.2. any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

## **SCHEDULE 4 SPECIFICATION**

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## 1. INTRODUCTION

2. The Better Care Fund (BCF) programme supports Local Systems to successfully deliver the integration of health and social care in a way that supports person-centred care, sustainability and better outcomes for people and carers.

It represents a unique collaboration between:

- The Department of Health and Social Care
- The Department for Levelling Up, Housing and Communities
- NHS England
- The Local Government Association

3. The four partners work closely together to help local areas plan and implement integrated health and social care services across England, in line with the vision outlined in the NHS Long Term Plan. Locally, the programme spans both the NHS and local government to join up health and care services, so that people can manage their own health and wellbeing and live independently in their communities for as long as possible.

4. From 2015, the programme established pooled budgets between the NHS and local authorities, aiming to reduce the barriers often created by separate funding streams. The pooled budget is a combination of contributions from the following areas:

- minimum allocation from NHS Integrated Care Board(s) (ICBs)
- disabled facilities grant – local authority grant
- social care funding (improved BCF) – local authority grant

5. The BCF Policy Framework<sup>3</sup> and Planning requirements<sup>4</sup> for 2022-2023 were published on 19 July 2022. These documents set out the agreed way in which the BCF will be implemented in this financial year and the requirements that BCF plans must meet. The BCF metrics for 2022-23 are as follows:

- avoidable admissions to hospital
- admissions to residential and care homes
- effectiveness of reablement
- hospital discharges that are to the person's usual place of residence

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<sup>3</sup> <https://www.gov.uk/government/publications/better-care-fund-policy-framework-2022-to-2023>

<sup>4</sup> <https://www.england.nhs.uk/publication/better-care-fund-planning-requirements-2022-23/>

Systems are required to submit their plans to the team by 26 September 2022.

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6. A new requirement for 2022-23 is that Health and Wellbeing Boards are asked to submit capacity and demand plans for their intermediate care services, including discharge pathways, ahead of the winter. Acute trusts and other providers will need to be involved in the development of these plans. Support for intermediate care services is a key focus of the BCF Policy Framework along with support related to the Discharge Taskforce.

7. Looking ahead, we are working to try and put in place a two-year BCF Policy Framework for 2023-25. This will take into account wider reforms such as the establishment of ICBs and ICPs, social care reform and measures set out in February 2022's Integration White Paper (e.g. shared outcomes, pooled budgets, integration pathfinders), and potential developments in relation to intermediate care. The support offer over the period will need to be able to adapt in line with Policy and Planning Requirement developments.

8. Through a national support programme, the Better Care Fund (BCF) team is committed to ensuring that local areas have the right support available to them as they work towards delivering their BCF plans and improving integration between health, housing and social care services.

9. As the BCF externally-commissioned national support programme moves to a two and a half year funding arrangement, an opportunity has arisen to increase the support element of the BCF budget to design, develop and commission an expanded support programme.

10. The main aim of this document is to outline a broad, high quality series of support services to be commissioned from one or more providers that specialise in supporting integration at Local System (Health and Wellbeing Board) level.

#### **Overarching service summary**

A comprehensive Better Care Fund programme of Health, Housing and Social Care and wider public service integration support that is tailored to a diverse range of local system needs and designed to help systems deliver person centred integrated services.

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## 11. PURPOSE

12. Central to this requirement in developing an expanded, national BCF support offer is the aim to provide practical, targeted external support (both technical and non-technical) to Local Systems in overcoming some of the main challenges of integrated working at Health and Wellbeing Board (HWB) system level while ensuring effective delivery of BCF plans plays a central role. This may include providing support to help unblock certain difficult local issues through to helping to accelerate progress in delivering certain aspects of integrated working to deliver person centred integrated services. The 'end users' of the programme are therefore Local Systems operating at place / HWB system level in any region within England.

13. The overarching objective in moving to an expanded support offer – available to any Local System in any region - is to expand the range and type of support, which is expected to add significant value in increasing the level of uptake across Local Systems – at Health and Wellbeing Board (HWB) level - and in sustaining positive changes to improve person centred integrated services, with a corresponding positive impact on service user outcomes and experience.

## 14. Definitions

Keyword/Term	Summary/Description
BCF Plan Delivery	Delivery of BCF plans that set out a joined-up approach to integrated, person-centred services across local health, care, housing and wider public services.
BCM	Better Care Manager (BCM) - BCMs represent a network of Better Care Fund contacts for all seven regions across England. BCMs play a key role in helping to identify support needs and will act as a key regional point of contact for the provider of external support
DHSC	Department of Health and Social Care



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Keyword/Term	Summary/Description
Differentiated Support Offer	Support offer tailored specifically to meet the needs of individual Local Systems.
DLUHC	Department for Levelling Up, Housing and Communities
Enabler Programme	A programme of work designed to support and enable delivery of one or more core programmes of work for example core transformation programmes focusing on integration
Health & Wellbeing System Level (HWB System Level)	A view on information/topics from the level of <a href="#">Health and Wellbeing Boards</a> (HWBs) which are forums where key leaders from the local health and care system work together to improve the health and wellbeing of their local population
Integrated Governance Arrangements	Governance structures that support integration across health, social care and housing
LGA	Local Government Association
Local Systems	Local areas in which the population of service users are grouped according to the Health and Wellbeing Board/Local Authority for that area
Out of Hospital	Any care that is not undertaken in a traditional hospital setting e.g. in the community, at the person's home or school or workplace or in a GP practice
Outcomes Framework(s)	A framework of measurable outcomes that helps to link what is being done (activities) with the outcomes that are to be achieved,

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Keyword/Term	Summary/Description
	enabling progress to be measured against each target outcome
Person Centred Integrated Services	<p>Person Centred Integrated Services means putting people and communities, not diseases, at the centre of joined up health and care systems, and empowering people to take charge of their own health and wellbeing rather than being passive recipients of services.</p> <p>Health, care and support should be tailored to the needs and preferences of the individual, their carer and family. Everyone should be able to say: 'I can plan my care with people who work together, to understand me and my carer(s), who allow me control, and bring together services to achieve the outcomes important to me.' National Voices, TLAP 2013.</p>
Practice and Evidence Outputs (P&E)	Sharable examples of good practice
Trust-level	A view on information/topics categorised by NHS Trusts

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## **15. Background to requirement/OVERVIEW of requirement**

16. Since 2019-20, the BCF externally-commissioned support programme has been commissioned by DHSC, on behalf of the BCF team. In light of COVID 19 the programme has been helping meet the severe challenges encountered in facilitating hospital discharges and developing capacity in intermediate care services. From the second half of 2022-23 and with the benefit of a two and a half year funding arrangement, this support programme will need to be commissioned via a competitive procurement process.

17. The Better Care Fund externally-commissioned support programme, supports Local Systems to deliver their BCF plans by providing expert support to areas integrating health, social care and wider services, to enable more people to live well and independently at home. As well as being important to the delivery of the wider BCF programme, this also supports good practice approaches to hospital discharge and recovery services, while helping to release hospital bed capacity.

18. As illustrated through the Integration White Paper and the White Paper on adult social care reforms<sup>5</sup>, the Government is committed to the integration of health and social care in England. DHSC, together with DLUHC, LGA and NHSE, have a joint responsibility for the BCF, the national policy for integration since 2015-16 and an important element of this is the externally-commissioned BCF support programme. The BCF team is a joint team, formed by the four organisations, which oversees the implementation and delivery of local area BCF plans.

19. In terms of why we need the BCF support offer, given the complexity of integration, many Local Systems are unlikely to have the capability and capacity required to deliver consistently and at pace against all of the key elements associated with enabling good integration and therefore not all (including better performing systems) will be consistently delivering improvements in person centred integrated services. Furthermore, many Local Systems will not be receiving support in many aspects of integration (including BCF plan delivery) which presents a valuable opportunity to expand, differentiate and re-promote the support offer in a way that makes a compelling offer. Systems will be able to benefit from the availability of a broad range of support, both technical (for example modelling) and non-technical (for example facilitation support to help navigate difficult conversations and improve collaboration to bring about more joined up working). This is key to the success of the programme, since taking up the support offer is not mandatory for Local Systems, as

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<sup>5</sup> People at the Heart of Care: adult social care reform white paper

the programme is demand-led. Therefore, the offer of support must be highly relevant and

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made as attractive as possible to ensure systems in every region take up the offer of support.

## **20. scope of requirement**

21. In line with the overarching service summary above, the supplier will provide a comprehensive BCF programme of Health, Housing and Social Care integration support that is tailored to a diverse range of Local System needs and designed to help systems deliver person centred integrated services. This will involve designing and delivering a comprehensive, diverse range of support options. Tailoring the support to specific local needs is a particularly vital aspect, which may involve responsively flexing support in an iterative way - for example as the outcome of any initial diagnostic work that may be needed, starts to identify where there is greatest need for external support.
22. Alongside provision of technical support where needed, the support offer needs to include a real emphasis on behaviour and culture change, in recognition of the fact that culture and behaviours are often the key barriers to implementing and sustaining change. The Authority will look to providers to supply detail around how to optimise support in order to deliver change for example working with Local Systems to test or prototype a new model or approach prior to wider roll out through to building transformation and change local capacity to sustain change.
23. There is a planned transferral of workstreams that currently sit as part of integration support under the Care and Health Improvement Programme (CHIP). This will allow The Authority to streamline our approach and keep all integration activity within the same contract.
24. Although this programme is demand-led, it shall be delivered in a way that ensures the offer of support is taken up by systems within all regions. The Supplier will deploy a wide range of interventions from data-driven diagnosis of current state issues through to follow up activities aimed at helping systems to sustain positive changes aimed at improving person centred integrated services, with a corresponding positive impact on service user outcomes and experience.
25. It will be important for the Supplier to obtain sign off for external support through a mechanism where organisations within the local system are represented - for example the Health and Wellbeing Board. This will encourage greater ownership

and participation and will ensure the support is visible to key stakeholders and builds on other transformation activities happening across the system while helping to avoid duplication with work already happening.

**26. Core Objectives that a Supplier must integrate into the performance of the Contract.**

The following objectives are also covered further below under the section on core delivery alongside outcomes and example deliverables:

- Design and delivery of a comprehensive, diverse range of support options
- Evaluating and demonstrating the impact of support including recommendations for further refining and developing tools (to include working flexibly not only with the independent evaluator but also, particularly during early mobilisation with members of BCF team)
- Demonstrating the Value for Money (VfM) that Better Care funded or integrated activities have delivered
- Delivering a range of national evidence-based tools and interventions (including improvements to data architecture, data products and analytics) to complement the local support offer, drive integration and help local systems to realise the benefits of support. The provider should be mindful of the national context and the needs of the Authority when deciding on the type and range of interventions, and exercise flexibility when required. This is likely to include responding in a timely way to urgent support delivery requests from departments (e.g. ranging from support for the most challenged systems through to national tool / guidance development),
- Supporting and embedding improved flow processes and improved discharge and intermediate care services across local systems through the use of national tools.
- Ensuring a strong diagnostic capability
- Ensuring a high degree of take up for support offer
- Ensuring that support to systems in developing and where needed delivering BCF plans is integral to support offer
- Supporting systems to monitor & evidence their own achievement of change and improvement and recognising the role of support in this
- Effective joint working with BCM and developing their role in relation to external support
- Ongoing implementation support to Local Systems



## 27. Example Key Outputs / Deliverables

Below are a number of example key outputs that will be expected from the chosen provider in order to achieve the specified outcomes for this support programme. These also feature in the section below on Core delivery.

1. Delivery plans, governance charts and other relevant outputs demonstrating joint working arrangements
2. Regular combined report delivered to the Authority. The aim of these reports is to capture the key outputs/deliverables undertaken by the Delivery Partner. Reports may be delivered quarterly, but an alternative reporting timescale may be acceptable if evidenced that it can meet the Authority's requirement. The combined reports must include:
  - Qualitative and quantitative impact summary including cost benefit analysis demonstrating VfM. This may include – for example - system reported positive improvements in good practice in enabling people to stay well, safe and independent at home for longer, in hospital discharge and/or strengthening community capacity for discharge
  - Detailed current state diagnostics (where appropriate to support being delivered) including key insights from qualitative and quantitative data gathered at Local System level.
  - Linkage analysis to show common challenges shared by multiple systems (irrespective of region) along with noteworthy regional trends and patterns
  - Summary of the number of systems taking up BCF planning support
3. Short impact summary report (at Local System level) provided at the end of each support project. To maintain transparency, these short summary reports are to be delivered in a timely way in a format that can be shared with BCF team and BCMs (timeframe to be agreed with the Authority and dependent on the scale of support being delivered). Impact summary reports will be made available to DHSC and other BCF partners and will be appropriately cleared and presented in relation to individual system information. Where appropriate, summary reports may also be used as part of BCF webinars and/or presentations. For larger scale or more intensive support interventions, a clear exit strategy shall be required (including effective knowledge transfer arrangements).

4. Clear and regularly updated communication and engagement plan. This plan shall cover the engagement being undertaken with Local Systems. The communication/engagement plan(s) shall be updated quarterly but an alternative reporting timescale may be acceptable if evidenced that it can meet the Authority's requirement. The plan(s) shall demonstrate:
  - Proactive engagement of Local Systems including stakeholders across health, housing and social care and involving service users where appropriate, in order to help ensure a high level of future take up of the support offer.
  - BCM engagement plan to demonstrate the BCM role in identifying support opportunities through to support delivery. This may be undertaken through regular meetings with individual BCMs, with BCMs alongside regional team members and/or at any of the weekly BCM group meetings coordinated by the national BCF team.
5. Regular 'cycles' of implementation follow-up activities – for example followup visits/interviews with key stakeholders across health, housing and social care - particularly those who oversee transformation programme (including BCF plan) delivery

## 28. Core Delivery

The type and range of deliverables may be determined according to a potential provider's proposed delivery model that achieve the outcomes specified and required by the Authority. The provider should be mindful of the national context and the needs of the Authority when deciding on the type and range of deliverables, and exercise flexibility when required. This is likely to include responding in a timely way to urgent support delivery requests from departments. Deliverables are likely to include a combination of interventions and targeted outputs designed to deliver the key components of a high quality support offer for example local / regional workshops, webinars, peer reviews and action learning sets with outputs including current state diagnostic reports, deep dive analysis reports, project and programme plans and integration-focused action plans including key recommendations. Support interventions will be demand-led within the objectives and deliverables outlined below, meaning that the balance of focus on each deliverable will not be equal. The provider should be mindful of the national context and the needs of the Authority when deciding on the type and range of deliverables, and exercise flexibility when required. This is likely to include responding in a timely way to urgent support delivery requests from departments.

**Timescales:** *The specific timeframe for meeting each objective and generating deliverables will need to be developed in discussion with the provider(s), however the initial delivery phase is due to commence in Q4, 2022-23.*

No.	Objective	Outcome(s)	Example Deliverables
1	To ensure the support programme includes a strong diagnostic capability to understand a wide range of	BCF team and Other Government Departments (OGD) gain a widespread and in-depth understanding of and	Standardised reporting on a given frequency, self-service reporting, and bespoke reporting tailored to a specific audience.



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No.	Objective	Outcome(s)	Example Deliverables
	current state issues and challenges	<p>insight into Local System challenges and requirements</p> <p>Support provided reflects an understanding of a system's leadership, vision, strategy, culture/behaviours and delivery arrangements as critical ingredients for success and is able to address opportunities for change and improvement linked to any of these</p>	<p>Complex system diagnostics, advanced analytics, and modelling and planning (financial, workforce, digital)</p> <p>Data analysis, leadership, staff and user surveys, peer reviews</p> <p>A detailed assessment of local capability and capacity in order to develop a support plan that maximises scale and impact.</p>
2	To design and deliver a comprehensive, diverse range of external support options closely aligned to Local System needs	<p>Broad set of external support options (both technical and non-technical)</p> <p>Ability to carefully tailor and align delivery of support to meet a wide range of Local System needs, resulting from a broad list of support</p>	<p>A structured scoping tool which will be used to engage systems and recognise their needs and wishes – this will establish the systems objective position and what a good outcome from support will be.</p> <p>Wide menu of carefully designed support interventions including those proven (via evidence base) to sustain the benefits of support being delivered. This may include a combination of interventions and areas of support focus (as outlined in Appendix 1).</p>

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No.	Objective	Outcome(s)	Example Deliverables
		<p>options that can also be delivered in multiple combinations, whilst embedding top priority interventions.</p> <p>Proportionate number and range of 'mid-range' and better performing systems being supported as well as those that are challenged in terms of performance. Ensuring performance challenges are not viewed in isolation (e.g. discharge or admission avoidance performance) but are considered in a whole system context, with associated improvement support spanning 'end-to-end' care journeys.</p> <p>Opportunity to add significant value in helping Local Systems</p>	<p>Clear and transparent knowledge transfer (including training) process / mechanism delivered to the Authority's representatives.</p>

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No.	Objective	Outcome(s)	Example Deliverables
		<p>to improve person centred integrated services</p> <p>Ability to respond quickly and rapidly mobilise support resources at pace where urgent support is needed</p>	
3	To evaluate and demonstrate the impact of support and enable the programme to demonstrate VfM in providing support to Local Systems.	<p>Delivery of support is underpinned by robust, independent external evaluation.</p> <p>Collaborative working from the start between Supplier delivering the core support programme and the third partner organisation</p>	<p>Robust and continuous data collection from multiple sources – combining ‘soft’ intelligence from regional and improvement teams with ‘hard’ data. , with 100% of data available to the evaluator (subject to non-disclosure agreement being in place)</p> <p>Evaluator to be embedded into the delivery partner’s continuous improvement system, with an MoU or similar agreed to set out how the provider will meet delivery requirements.</p> <p>Qualitative and quantitative impact summary reports for 100% of interventions with substantial scope</p>



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No.	Objective	Outcome(s)	Example Deliverables
		<p>leading on independent external evaluation of the programme.</p> <p>Core support provider and evaluation provider work closely, including shaping the scope and approach to evaluation and ensuring the support provider's and evaluator's delivery approaches are complementary. This includes close collaboration on the requirements of the evaluation, for example clearly identifying qualitative and quantitative information inputs, to help mitigate risks such as inadequate data collection.</p> <p><i>All relevant data A. to demonstrate support delivery, B. to evidence impact of support and C. representing key inputs required for evaluation are all provided solely to the Authority</i></p>	<p>Benefits equations that map operational indicators for each BCF metrics into financial values thus demonstrating VfM.</p> <p>Development and sharing of value for money practice and evidence outputs</p> <p>Delivery plans, governance charts and other relevant outputs demonstrating joint working arrangements</p>

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No.	Objective	Outcome(s)	Example Deliverables
		<p><i>in a timely way (at least quarterly). Where wider onward distribution of specific data is proposed by the Authority, any issues around confidentiality should be flagged as soon as possible with the Authority in order to establish the nature of confidentiality issues and to jointly (along with the provider) assess the level of risk and jointly reach a suitable resolution.</i></p> <p>Where wider distribution of data may be required, any issues around confidentiality should be flagged as soon as possible with the Authority in order to jointly reach a suitable resolution.</p>	

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No.	Objective	Outcome(s)	Example Deliverables
4	To design, develop and embed a range of national evidence-based tools and methods that are meaningful and helpful for Local Systems in realising the benefits of external support and drive integration in a targeted manner	<p>High degree of benefits realisation linked to delivery of external support.</p> <p>Local Systems benefit from a diverse range of compelling, high quality, tried and tested approaches and available evidence-based tools that are tailored to maximise their value and relevance to each system. Examples may include drawing upon available tools such as the Organisational Culture Assessment Index</p>	<p>Regular (e.g. quarterly) report that demonstrates examples where clear steps have been taken to enable and encourage systems generating examples of P&amp;E, to actively use practice and evidence outputs.</p> <p>This may include but is not limited to: key tools, templates, methodologies and key learning that can be shared across systems.</p> <p>Clear benefits tracking as part of continuous improvement process</p> <p>Delivery needs to be underpinned by an effective knowledge transfer approach to empower Local Systems to own and use new tools.</p>
5	To support the implementation of good practice in i) enabling persons to stay well, safe and independent at home for longer and ii) hospital discharge and support systems to embed a Home First ethos including through	<p>Hospital discharge practices are instrumental in supporting systems to plan and develop a sustainable Home First model.</p> <p>Local System Investment shifted to more home- and community-based provision, to</p>	<p>Clear methodology to gain clarity on key focus areas with the biggest impact on improving local prevention and discharge practices and performance (measured through qualitative and quantitative data) – to help systems implement change effectively.</p> <p>Evidence e.g. via quarterly reports demonstrating:</p>



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No.	Objective	Outcome(s)	Example Deliverables
	<p>data and analytics support at a national level.</p> <p>This requirement will include looking in detail at how Local Systems currently manage the complexity of implementing good practice in hospital discharge and intermediate care and good practice in enabling people to stay well, safe and independent at home for longer. This is aimed at helping local areas to work out what their strengths and weaknesses are and highlight, in a practical, collaborative and solution-focused way, what further support might be most useful.</p>	<p>enable more people to go home, and stay home, after hospital</p> <p>To complement effective delivery of person centred services within locality based footprints, the provider of external support is expected to help demonstrate how the sector can support resilience in health and care systems through organisations working together collaboratively to support discharge and wrap around support in the community.</p>	<ul style="list-style-type: none"> <li>• Improved service user outcomes and experience;</li> <li>• Delivery of cost savings at Local System level;</li> <li>• System-reported positive improvements in flow and subsequent improved embedding of the Home First ethos and good practice in enabling people to stay well, safe and independent at home for longer, in hospital discharge and intermediate care.</li> </ul> <p>Targeted data inputs and tangible examples to help systems build a locally-owned compelling case for change.</p> <p>Novel data tools and improved data architecture and data collection at a local level, with learning extrapolated to inform best practice nationally.</p> <p>Bespoke large-scale data collection across multiple systems</p>
6	Scale and Uptake:	Bringing benefit to a high proportion of systems and	Clear and regularly updated communication and engagement plan(s) to evidence proactive engagement of systems. These

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No.	Objective	Outcome(s)	Example Deliverables
	To encourage a high degree of take up for external support programme	<p>ensuring all regions are appropriately represented including effective engagement in regions where take up of BCF programme offer is currently low.</p> <p>Communicating the offer widely and repeatedly to continually raise Awareness while adapting the offer where needed e.g. in response to changing system needs.</p> <p>Accurately identifying and clearly communicating each improvement opportunity and appropriate solution to the local system, to help secure buy-in from all system partners.</p>	<p>plans may highlight the Local Systems that had not previously taken up the support offer and may gather detailed feedback, identify issues, barriers and opportunities faced by these Local Systems, to help ensure future take up among these Local Systems.</p> <p>Systems engaged in the first one or two quarters of the new contract should be encouraged to be advocates to other systems. Deliverables to support this may include collating practice and evidence outputs, which will help to generate and increase uptake.</p> <p>Communication and engagement plan to include mapping of key local stakeholders across health, housing and social care, particularly those who oversee transformation programme (including BCF plan) delivery.</p> <p>A 'message house' will be used to consistently articulate the purpose and value of the support offer</p>



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No.	Objective	Outcome(s)	Example Deliverables
		<p>Wide range of 'systems of interest/concern' that have not supported previously, shall choose to take up BCF programme support offer.</p> <p>Effective engagement with local systems to better understand any barriers to accessing or receiving support</p>	
7	Ensuring that support to systems in developing and where needed delivering BCF plans is integral to support offer	<p>Improved BCF planning and delivery capability at Local System level</p> <p>Significant potential to help systems optimise use of BCF plans as a catalyst to deliver and accelerate broader integrated working across health, social care, housing and voluntary sector.</p>	Regular reports delivered to the BCM team, evidencing number of systems taking up BCF planning support.

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No.	Objective	Outcome(s)	Example Deliverables
8	To improve the ability of Local Systems to monitor and evidence their own achievement of change and improvement, to sustain positive change and to demonstrate how BCF support has helped them.	<p>Systems empowered to establish the right data capture processes to identify positive outcomes resulting from both the support delivered and ongoing delivery of BCF plans and broader integration programmes.</p> <p>BCF support programme's credibility is optimised from data driven evidence.</p>	<p>Support for Local Systems in developing Outcomes Framework(s) and associated data capture processes covering a range of metrics linked to programme delivery.</p> <p>Local System outputs demonstrating both achievement of change and improvement and the role that external BCF support has played.</p> <p>Provider outputs demonstrating that delivery is underpinned by a robust evidence base.</p> <p>Developing tools and approaches to up-skill and empower a local system change team to deliver and sustain change.</p> <p>Incorporate into individual, short impact summary reports (at Local System level).</p>
9	To maintain effective joint working with BCMs and further develop their role and capability in relation to external support	Consistent and effective joint working with BCM network including helping to train, develop, upskill and transfer knowledge to BCMs where appropriate (for example in managing difficult conversations).	<p>Engagement plan that details how and when the BCM will be engaged.</p> <p>Summary of BCM training and development opportunities that the Supplier shall facilitate (e.g. change methodology, navigating difficult conversations etc.) .</p>



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No.	Objective	Outcome(s)	Example Deliverables
		Clear and transparent acknowledgement of the role BCMs play where they identify Local System challenges and issues through to facilitating discussions around support needs	Regular reports demonstrating BCM role in identifying support opportunities through to support delivery.
10	Follow-up support model: To provide ongoing implementation support where needed. Supportively reinforce positive behaviours at Local System level	<p>Large proportion of Local Systems able to sustain the benefits of support being delivered and resulting positive ways of working</p> <p>Significant level of Local System ownership and accountability, at all levels, for the positive changes enabled and accelerated by BCF support.</p> <p>When the supplier completes the core 'support phase' they will equip the local system with the ability, skills and tools to sustain the change.</p>	<p>Delivery Partner shall provide innovative ideas on an ongoing basis through regular meetings with BCF team and building on this more formally through quarterly reporting. Example deliverables may include regular 'cycles' of implementation follow-up activities delivered in a cost-effective way after the core 'support phase' has completed (either by the external evaluator or the provider(s) of external support).</p> <p>Targeted follow up visits for systems unable to sustain benefits, identified through analytics function and ongoing data analysis</p> <p>Form: Likely to include a planned series of supportive, follow-up visits/interviews supported by a targeted review of relevant Local System data and implementation plans.</p>

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No.	Objective	Outcome(s)	Example Deliverables
			Frequency: Potentially quarterly for up to 12 to 18 months dependent on local system need and the provider's ability to develop a cost-effective follow-up support model

## 29. Core delivery requirements

No.	Alignment to selected core objectives / delivery themes	Minimum core delivery
1	To evaluate and demonstrate the impact of support and enable the programme to demonstrate value for money in providing support to Local Systems.	<p>Supplier to deliver impact summary reports for 100% of support interventions, that have 'substantial' scope. 'Substantial' scope shall be interventions where it is appropriate and proportionate to have an impact summary. This is to be agreed on a case-by-case basis between the Parties in writing.</p> <p>100% of all data inputs required by external evaluator (as specified in an itemised checklist) to be provided at a frequency determined by the evaluator (e.g. monthly) (subject to non-disclosure agreement being in place)</p> <p>Continue to provide information (as required at 5.8 of specification) throughout the life of the contract to demonstrate effective joint working with third party evaluator.</p> <p>Delivery Partner representative with sufficient experience and knowledge to attend monthly meeting with external evaluator.</p>
2	To maintain effective joint working with BCMs and further develop their role and capability in relation to external support	<p>Supplier to actively engage 100% of BCMs (thereby covering every region), every quarter</p> <p>Engagement may range from high level check-ins through to more in-depth scoping discussions regarding support opportunities.</p>



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No.	Alignment to selected core objectives / delivery themes	Minimum core delivery
3	Continuous Improvement	Where BCF team and Programme Board issue formal improvement recommendations to Supplier and the programme, the Supplier enacts all improvement recommendations, unless otherwise agreed, within the agreed timelines.
4	Communication and engagement	Supplier to ensure there is regular communication and engagement with the Authority in relation to support decision-making and prioritisation including ensuring that no support (including arranging of webinars) is formally initiated without prior discussion with the Authority. Supplier to be responsive and adaptable in designing and delivering targeted support for the most challenged systems, as determined by the Authority and to respond to urgent delivery requests in a timely fashion.
5	BCF Branding & production of printed materials	<p>In line with BCF branding guidelines, supplier to ensure that up-to-date BCF branding (which may include co-branding where appropriate) is reflected in all relevant outputs and all appropriate written forms of communication linked to delivery of BCF-funded support including communication linked to promoting / raising awareness of the BCF support offer</p> <p>Supplier to produce printed materials where appropriate, for example in order to help promote the BCF support programme (where hard copy format is deemed appropriate alongside or instead of electronic format).</p>

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### 30. Extended Delivery

Although not viewed as part of core delivery, the supplier will be expected to also deliver in line with the following extended delivery objectives and outcomes where appropriate and agreed with the Authority many of which will act as enablers to support successful delivery of the core support programme

No.	Objective	Outcome(s)	Example Deliverables
1	<u>Enabler focus</u>  To strengthen Local System capacity and capability across Local System Enabler Programmes	Significant scope to assess and provide specialist support to strengthen Local System Enabler Programmes (e.g. comms and engagement, Business Intelligence/Analytics, digital, estates and workforce) to help underpin and facilitate delivery of BCF plans and wider Local System integration programmes.  Strengthening local capability in assessing digital infrastructure in a system.  Careful scoping and oversight to minimise risk of 'enabler' support activity in effect acting as backfill and displacing or disempowering local capacity and capability. Other related	Detailed, enabler-focused project and programme plans showing how core transformation work is being supported and demonstrating clear resource allocations to show ownership of Enabler Programmes  Further areas of support identified through strengthened Local System Enabler Programmes.  Enabler focused deliverables could include: <ul style="list-style-type: none"><li>• Supporting and strengthening coproduction with service users as an element of effective service user involvement and engagement</li><li>• Testing implementing and optimising technology enabled care</li></ul>



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No.	Objective	Outcome(s)	Example Deliverables
		<p>outcomes for effective delivery of enabler activity include:</p> <ul style="list-style-type: none"> <li>• Avoids duplication with national partner or government enabler programmes and instead augments or aligns with these</li> <li>• Enabler activity is not delivered in a silo without considering wider transformational needs and goals, for example shared leadership and culture</li> </ul> <p>Acknowledging that some key enablers can take time to understand, diagnose and deliver, in terms of scale and proportion, this means only prioritising this extended delivery element where a particular local requirement is identified. For example, where one or more enablers are specifically hampering delivery of integrated working – where it may be appropriate to support a relatively smaller number of systems to provide specific, more in-depth enabler support.</p>	<ul style="list-style-type: none"> <li>• Implementing an enhanced digital offer</li> </ul>
2	To identify and support a comprehensive range of systems, spanning all	Comprehensive range of Practice and evidence outputs identified that can be widely	Timely sharing of P&E outputs resulting from all Delivery Partner's support activity delivered to Local Systems , likely to include case studies,



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No.	Objective	Outcome(s)	Example Deliverables
	regions, to develop a wide selection of practice and evidence (P&E) outputs	<p>shared with systems e.g. via BC Exchange through to regional or national webinars</p> <p>Supplier acknowledges and factors in the difference between “local only” applications versus wider application / generalised learning, as another means of helping to secure Local System buy-in to the support offer.</p> <p>Clear recognition that sharing good practice is embedded in and therefore often dependent on a positive culture of sharing and open communication therefore support that has the potential to generate appropriate P&amp;E outputs needs to be tailored to factor in this dependency.</p> <p>Supplier proactively explores different resource models for example the potential for a dedicated resource working alongside improvement colleagues, to focus specifically on supporting areas to develop a wide range of practice and evidence outputs. This is with the aim of</p>	<p>webinar and workshop presentations, masterclasses, population health analytics, theographs, videos and how to guides, tools or templates.</p> <p>Even with the wider application / generalised learning components of practice and evidence, deliverables may include deployment of P&amp;E material in a way that challenges Local Systems to repeat, modify or ideally exceed what has been developed by others but bringing a local context to how they deploy the learning. May potentially form part of a programme of learning opportunities.</p> <p>Regular events / forums (including webinars) to tackle and resolve common barriers to integration, celebrate successes and share learning and innovation.</p> <p>Deliverables to help strengthen practice and evidence may include effective use of data for example using platforms such as Power BI which</p>

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No.	Objective	Outcome(s)	Example Deliverables
		avoiding the common pitfall of local systems (or the resources delivering the improvement support) not always having the time or right skills to articulate well the local system learning or good practice.	can be used alongside individual case studies and stories. The regular reporting, as part of the support offer, should also include the use of case studies and stories to bring the change and support to life.
3	To incorporate innovation through the BCF support programme	<p>Ability to enthuse and engage Local Systems through design and delivery of innovative support solutions to address key local challenges.</p> <p>Approach involves gaining in-depth and ongoing insight into the issues and opportunities facing systems so that the offer is consistently relevant and impactful rather than generic / 'off the shelf'.</p>	Summary report, engagement plan and delivery plan outlining a wide range of practical, co-designed, creative and inter-disciplinary support offers that span multiple integration requirements and enablers. Support offers to be delivered to Local Systems and delivery of these to be captured in summary report to the Authority.
4	To overcome any specific local challenges in order to deliver joined up support across a wide range of systems facing similar challenges (in any region).	<p>Ability to support Local Systems, in a comprehensive way, in addressing and unpicking a broad range of local issues and common challenges.</p> <p>Wide-ranging examples of joining up the conversation and solution development across</p>	Evidence provided e.g. via quarterly reports, to show tangible contribution towards supporting Local Systems to develop outputs owned by them. These outputs shall evidence solution development at system level and include allocation of local resources e.g. through targeted project and programme plans.



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No.	Objective	Outcome(s)	Example Deliverables
		a broad range of systems facing similar challenges.	Design and development of mechanisms to enable Local Systems to own and sustain the benefits gained from external support, with a strong emphasis on influencing the cultural and other drivers for <u>maintaining</u> new ways of working
5	To ensure the role of Housing forms an integral part of local BCF plans and broader Local System integration programmes	Supporting joint working across Health & Housing (DFG and broader) as an integral part of the support offer	Evidence to show the role of external support in helping to design and deliver health and housing initiatives at Local System level. Evidence may take the form of case studies through to feedback from Local System stakeholders illustrating the role that support has played in strengthening the role of housing at local level. The role of housing, enabled or accelerated by support, may also be featured in BCF plans and broader integration programme plans or related outputs
6	To ensure the support programme is complementary to other oversight and support processes, including strong alignment with NHSE's Integrated Care System (ICS)	Support programme complements and actively supports the development of ICSs in each region.  Awareness of and effective coordination alongside the wider landscape of support	Evidence of supporting those local HWB-level systems that are further behind in their integration journey including those with less mature integrated partnership arrangements.

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No.	Objective	Outcome(s)	Example Deliverables
	development programme and related ICS external support and ensure the VCSE sector is recognised within plans at local system level	<p>including actively engaging with other broader integration support programmes, as appropriate including ICS development support and VCSE alliances in ICS programme.</p> <p>Effective joint working with other support programmes (including support delivered by ECIST) to ensure support provided by different organisations is well coordinated and complementary.</p> <p>Effectively aligned support at both Health and Wellbeing Board /Local Authority and ICS footprints, thereby helping to achieve both BCF and ICS strategic objectives.</p> <p>Delivery of support factors in a proactive review of any UEC initiatives and ICS plans (e.g. as part of the initial diagnostic phase) to help avoid duplication.</p> <p>Local Systems have a good understanding of complementary support programmes (including those used by NHS England and sector led improvement in local government) and are not</p>	<p>Clearly identified opportunities leading to tangible, locally owned action plans to align the BCF place-based focus with the ICS focus on responding to system development needs.</p> <p>Evidence of joint working across partners in local systems on shared initiatives that facilitate improvement.</p> <p>Evidence of level of system maturity, progression and/or change.</p> <p>Positive feedback received on the quality of partnership working and the impact on relationships.</p> <p>Evidence of additionality created from the external support provided.</p> <p>Identification and sharing of any learning and good practice across local systems.</p>

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No.	Objective	Outcome(s)	Example Deliverables
		<p>confused by the availability of different support offers.</p> <p>Local systems have access to appropriate support that helps to facilitate improvement in the delivery of integrated services locally.</p>	

### 31. Approach and Key characteristics of the BCF support programme

Ownership of the design and delivery of person-centred integrated services, and any associated integration-focused transformation programme delivery and delivery of recommendations emerging from external support, should all rest with Local Systems themselves.

One of the challenges with many externally-commissioned support programmes is the extent to which Local Systems are able to **sustain the benefits** and **evidence the impact** of any positive changes brought about or accelerated through the support. Invariably, both Trust-Level and Out of Hospital support programmes find that the ability of Local Systems and individual organisations to sustain positive change once a programme of support has ended, varies significantly. Too often there is a tendency for systems to revert to 'old ways of working' and/or to rely too heavily on providers of external support to ensure key benefits are delivered and somehow sustained.

This issue concerning the **sustainability of transformational change** presents an opportunity, through this procurement process, to differentiate as well as expand the BCF support programme.

Key characteristics of a **differentiated support offer** that could add significant value to Local Systems include:

- Building in an **independent, third-party, external evaluation** (being commissioned outside the scope of this specification)<sup>6</sup>
- A strong emphasis on behavioural and cultural change, leadership and ownership of change
- Adopting a directive (alongside supportive) approach for Local Systems, where necessary and appropriate to help bring about or accelerate change
- Ensuring an appropriate balance across the programme between the provision of short-term and medium or longer-term support
- **Engagement approach:** Clarifying expectations early on including what is expected from each system receiving support and outlining the level of engagement and commitment required to achieve the desired outcomes:

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<sup>6</sup> Start date within Q3 for evaluation is to be confirmed – initial evaluation delivery will involve a gradual, phased start therefore core support provider will work initially with the BCF team



- For those projects/programmes being supported through the BCF support programme, this may include ensuring systems have effective **governance** in place and are able to provide evidence of

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**accountability** - for example regarding ownership of projects/programmes and related action plans

- Engagement with systems to help identify where their system challenges fit within the broad scope of support areas offered by the programme
- Delivery of a comprehensive range of **technical and non-technical support options** designed to address a range of local needs and aligned to a broad set of key enablers for delivering person-centred integrated services
- **Coordination:** Demonstrating an awareness of and coordinating alongside the wider landscape of support including actively engaging with other broader integration support programmes, as appropriate and ensuring any support (at planning or delivery stage) is aligned to other improvement or transformation work that may be happening in a particular system. This will help to reassure and avoid any confusion among those systems receiving more than one type of external support (for example ICS development support or Trust-level support) ○ This also includes effectively coordinating alongside a broader range of support, commissioned by the Authority, that will be offered for integration (beyond the scope of BCF) and demonstrating an awareness of the strategic and delivery implications of the Integration

White Paper together with the Adult Social Care Reform White Paper ○

Delivering coordinated support at scale: Where appropriate and beneficial in improving integrated working, consideration should be given for support to be scoped and delivered across multiple health and wellbeing board geographies – e.g. where support across an ICP makes most sense – however this needs careful coordination alongside other ICS/ICP level support offers to avoid duplication.

- **Responsive and Adaptable:** Proactively and if needed creatively adapting and developing the portfolio of support offers in line with changing local system needs; wider integration developments and available evidence on system learning and improvement ○ This includes regular iteration of the available interventions/type of support made available
  - Willingness to investigate possible new models and/or different types of support and methodologies to ensure the offer is dynamic
  - Being responsive to changes in funding and assurance within adult social care
  - On system learning and improvement, the supplier will be responsible for creating and embedding learning opportunities as opposed to

performance management of aspects beyond the provider's (or support programme's) control

- **Agile:** Ability to respond quickly and rapidly mobilise support resources at pace where more urgent support is needed
- **Compelling** to local systems to help increase uptake. This is likely to include ensuring the offer is:
  - Designed in coproduction with systems, and national and local partners and stakeholders to respond to the priority issues facing systems
  - Regularly evolving to stay relevant and attractive to systems
  - Able to be flexed and tailored to individual system's needs, so as to maximise benefit and impact for the system
  - Delivered in a constructive spirit of support and improvement by people with relevant, current expertise and the authority to be effective
  - Impactful, with support activity meeting – or exceeding – expectations while inspiring the system to build on improvements
- Regular 'cycles' of **implementation follow-up support** delivered after the core 'support phase' has completed (part of the specification for external providers but potentially quarterly for up to 12 months dependent on Local System's need and providers' ability to develop a cost effective follow-up support model). As an innovative aspect of support, this element could provide ongoing implementation support through **regular, supportive 'check ins'** which are designed to supportively reinforce positive behaviours within a system by taking a strengths-based approach and embedding high impact interventions. This will all be underpinned by each system's expectation that the external provider will be making a planned series of follow-up visits, **not to performance manage** but to identify, for example:
  - Ensure overall transformation programme including BCF plan delivery is on track
  - Review the granularity of project and programme plans
  - Review Integrated Governance Arrangements
  - Ensure change recommendations from the original support phase are being properly owned – e.g. through **allocation of specific local resources** within project and programme plans / action plans to improve **accountability**
  - To identify any increase in risk levels that may affect the critical path - including identifying the root cause of any behavioural or other (e.g. 'push / pull') factors that could hamper delivery of agreed plans (including staff turnover and recruitment issues)
  - Provide supportive challenge wherever needed
  - To generate a regular, detailed set of recommendations linked to local programme delivery (e.g. produced quarterly for up to 12 months)



- Offer follow-up interventions (e.g. workshops, action learning sets etc) aimed at solution-finding for problems that may have emerged since the core support phase
- Check alignment with the available evidence base
- Ensure that key opportunities are identified and proactively followed up in order to develop a wider range of practice and evidence outputs (including those relating to intermediate care) that could benefit other systems encountering similar issues

It will be important for the supplier to adapt the approach to maximise impact for example ensuring the follow-up support and check in approach is probing and where necessary **directive in nature, as well as being supportive**. The frequency and intensity of follow up check-in's also needs to be tailored and flexible e.g. for less challenged systems or for 'simpler' challenges, the frequency or intensity can be less. Systems can have good plans but fail on delivery execution therefore the BCF support offer needs to be ambitious in supporting delivery, with a proportionate focus on diagnostic activities where appropriate (including assessing the readiness for change across system partners) – for example to unpick more complex local issues hampering integrated working. A high level review of how a system goes on to tackle these issues can then form part of any follow-up support that may be required.

The above type of follow-up support is currently thought to be relatively rare since delivery of most support offers is rigidly timebound, with a range of different programme lengths, and with limited opportunity for following up at a later date to 'check in' with systems to see if benefits and new ways of working have been sustained. The proposed differentiated support offer being specified here has the potential to add significant value by providing implementation support over an agreed period that can **complement the main phase of support** being delivered and reinforces the need for systems to put in place **locally-owned mechanisms to sustain positive changes**, continually focused on delivering person-centred integrated care and to avoid reverting to previous ways of working. The fact that local systems will know that follow up support / check-ins will take place is likely to lead to a greater focus on delivery of plans, as well as more robust and sustained tracking of progress.

## 32. Reporting

The chosen provider shall submit a quarterly summary report as well as an indepth mid-year and year end summary focusing on illustrating outcomes and impact. These reports will be submitted to the BCF team and will be a formal

requirement as part of governance and reporting to both the BCF Performance and Support Sub-group and BCF Programme Board. In line with the deliverables outlined above and KPIs, these reports will summarise the activities and support delivered to Local Systems as well as demonstrating the impact of the programme at mid-year and end of year. On a quarterly basis, all reports shall also provide a spend update based on total forecast and expenditure.

At project level, the provider shall submit a short impact summary report (at Local System level) to be provided at the end of each support project. To maintain transparency, these short summary reports are to be delivered in a timely way in a format that can be shared with BCF team and BCMs (timeframe to be agreed with the Authority and dependent on the scale of support being delivered). Impact summary reports will be made available to DHSC and other BCF partners and will be appropriately cleared and presented in relation to individual system information.

While the main contract will be with the Authority, it is anticipated that day to day programme oversight, contract management and relationship management will be led by the BCF team who will be the main point of contact for both the provider of support services and the provider for the independent evaluation. This will include regular update meetings (e.g. fortnightly) between the core support provider and BCF team.

### **33. Location**

34. The programme will be delivered in the field at a variety of locations across England or via virtual means when required.

### **35. Key Performance indicators**

36. The following shall be read in accordance with Clause 22 of the Terms and Conditions.
37. KPI's to be assessed and marked by Authority every quarter. Failing any KPI's in a quarter (a KPI being rated as RED) will result in a requirement for a rectification plan, as per clause 22 of the terms and conditions. Where there have been either multiple KPI failures or AMBER-rated performance for one or more KPIs at successive Quarterly progress meetings, the Authority may wish to escalate this, as per the escalation process set out in Clause 22 of the terms and conditions
38. If during the course of programme delivery one or more KPIs are found to no longer meet the needs of the contract and the support programme objectives, then these specific KPIs may be subject to review by the Authority, and subject to change control procedure.
39. All KPI's will be monitored quarterly at quarterly review meetings.



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Obj No.	Specification core objective / Key theme	KPI No.	KPI Description & Performance Threshold		
			Green rated performance	Amber rated performance	Red rated performance
1.	<b>Evidence</b>  To design, develop and embed a range of evidence-based tools and methods that are meaningful and helpful for Local Systems in realising the benefits of external support and the positive changes that result  Strengthen range of shareable practice and evidence outputs produced for Local Systems that are meaningful and demonstrate VfM. Evidence these outputs and their effects	1.1	60% of all support interventions shall generate one or more sharable examples of practice & evidence. These may include design and development of tools /templates/ methodologies	40-59% (incl) of all support interventions shall generate one or more sharable examples of practice & evidence	<40% of all support interventions shall generate one or more sharable examples of practice & evidence
		1.2	Provider can actively demonstrate through an action plan that clear steps have been taken to enable and encourage 100% systems to actively use practice and evidence outputs	Provider can actively demonstrate through an action plan that clear steps have been taken to encourage 50-100% of systems to actively use practice and evidence outputs	Provider unable to demonstrate through an action plan steps have been taken to encourage more than 50% of systems to actively use practice and evidence outputs
		1.3	To design, develop, commission and deliver a minimum of 1-3 national evidence-based tools / methods every 6 months.	Inability to design any national evidence-based tools / methods within the first 9-months following mobilisation	Inability to design any national evidence-based tools / methods within the first 15-months following mobilisation

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Obj No.	Specification core objective / Key theme	KPI No.	KPI Description & Performance Threshold		
			Green rated performance	Amber rated performance	Red rated performance
2.	<b>Take up<sup>7</sup> of BCF Offer</b>  To design and deliver a comprehensive, diverse range of external support	2.1	Local systems take up of the BCF support offer: 100% of regions <sup>8</sup> to be represented in support offer take up in the last six months, with >=6 regions represented in the last 3 months (as per Appendix 2).	Local systems take up of the BCF support offer: >=6 regions (out of 9) <sup>9</sup> to be represented in support offer take up in the last six months, with >=3 regions represented in the last 3 months (as per Appendix 2).	Local systems take up of the BCF support offer: <6 regions (out of 9) <sup>10</sup> to be represented in support offer take up in the last six months, with <3 regions represented in the last 3 months (as per Appendix 2).

<sup>7</sup> Take up is defined as progressing scoping discussions to the point where a system has engaged with the support programme, they have agreed to accepting external support and support activities have commenced

<sup>8</sup> "Regions" are defined as the nine local government regions: Yorkshire and Humber, North East, East of England, East Midlands, London, North West, South West, South East and West Midlands.

<sup>9</sup> "Regions" are defined as the nine local government regions: Yorkshire and Humber, North East, East of England, East Midlands, London, North West, South West, South East and West Midlands.

<sup>10</sup> "Regions" are defined as the nine local government regions: Yorkshire and Humber, North East, East of England, East Midlands, London, North West, South West, South East and West Midlands.



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Obj No.	Specification core objective / Key theme	KPI No.	KPI Description & Performance Threshold		
			Green rated performance	Amber rated performance	Red rated performance
	options closely aligned to Local System needs  To encourage a high degree of take up for external support programme	2.2	>= 200 pieces of support have been delivered pro-rata for the current date versus the contract duration.	>= 125 pieces of support have been delivered pro-rata for the current date versus the contract duration.	<125 pieces of support have been delivered pro-rata for the current date versus the contract duration.
	To ensure the support programme includes a strong diagnostic capability to understand a wide range of current state issues and challenges	2.3	>=60% of all HWBs have engaged with some level of support (>=25% of which include systems not previously supported)pro-rata for the current date versus the contract duration. For example, halfway through the contract duration, would be 30%.	>=40% of all HWBs have engaged with some level of support (>=15% of which include systems not previously supported) pro-rata for the current date versus the contract duration.	<40% of all HWBs have engaged with some level of support (<10% of which include systems not previously supported)pro-rata for the current date versus the contract duration.
		2.4	Where the offer is taken up in Local Systems, Supplier shall deliver an individual, system-level diagnostic exercise in a minimum of 15% of systems where support was completed in the last 6 months, to capture and document a wide range	Where the offer is taken up in Local Systems, Supplier shall deliver an individual, system-level diagnostic exercise in 10-14% (incl) of systems where support was completed in the last 6 months, to capture and document a wide range of current state issues and challenges.	Where the offer is taken up in Local Systems, Supplier shall deliver an individual, system-level diagnostic exercise in <10% of systems where support was completed in the last 6 months, to capture and document a wide range of current state issues and challenges.

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Obj No.	Specification core objective / Key theme	KPI No.	KPI Description & Performance Threshold		
			Green rated performance	Amber rated performance	Red rated performance
			of current state issues and challenges.		
3.	<b>Quality and range of Support Offered &amp; effective joint working with BCMs</b>  To improve the ability of Local Systems to monitor and evidence their own achievement of change and improvement, to	3.1	80% of Local Systems (completing support in the last 6 months) respond positively to feedback questionnaires at the end of every piece of support delivered, indicating some level of improvement in their ability to monitor their own achievement of change and delivery of positive outcomes, enabled or strengthened through external support.	70-79% (incl) of Local Systems (completing support in the last 6 months) respond positively to feedback questionnaires at the end of every piece of support delivered, indicating some level of improvement in their ability to monitor their own achievement of change and delivery of positive outcomes, enabled or strengthened through external support.	<70% of Local Systems (completing support in the last 6 months) respond positively to feedback questionnaires at the end of every piece of support delivered, indicating some level of improvement in their ability to monitor their own achievement of change and delivery of positive outcomes, enabled or strengthened through external support.



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Obj No.	Specification core objective / Key theme	KPI No.	KPI Description & Performance Threshold		
			Green rated performance	Amber rated performance	Red rated performance
	sustain positive change and to demonstrate how BCF support has helped them	3.2	Minimum of 80% of BCMs (i.e. 8 or more out of 10 BCMs) who rate the quality and frequency of Supplier engagement as either “good” or “excellent”, as captured via feedback questionnaires including any supporting evidence e.g. qualitative feedback from BCMs	50 – 70% (incl) of BCMs (i.e. between 5 and 7 BCMs) who rate the quality and frequency of Supplier engagement as either “good” or “excellent”, as captured via feedback questionnaires including any supporting evidence e.g. qualitative feedback from BCMs	>50% of BCMs who rate the quality and frequency of Supplier engagement as either “good” or “excellent”, as captured via feedback questionnaires including any supporting evidence e.g. qualitative feedback from BCMs
		3.3	Minimum of 30% of all bespoke <sup>11*</sup> support interventions started in the last 6 months include a ‘technical’ * element. (assuming that the provider effectively generates interest in & demand for technical parts of the offer).  <i>* Examples of Technical aspects of support are included in specification Appendix 1: BCF support offer, including support</i>	15-30% (incl) of all bespoke support interventions started in the last 6 months include a ‘technical’ * element.	<15% of all bespoke support interventions started in the last 6 months include a ‘technical’ * element.

<sup>11</sup> \*Bespoke support involves carefully tailored interventions designed in response to specific local system needs (often informed by a diagnostic for example) and is co-developed with local leaders with a combination of support activities

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Obj No.	Specification core objective / Key theme	KPI No.	KPI Description & Performance Threshold		
			Green rated performance	Amber rated performance	Red rated performance
			<i>ranging from capacity and demand planning and modelling and workforce modelling through to Financial technical support. The agreement of what may be considered a technical element, shall be confirmed in writing by the Authority and delivery partner</i>		
4.	<b>Home First Ethos</b>  To support the implementation of good practice in hospital discharge and support systems to embed a Home First ethos.	4.1	<p>This KPI concerns the number of systems that have been engaged in detailed diagnostic &amp; planning support for their D2A process. With prior agreement of the authority, this number can include systems which take up of one or more smaller, discrete packages of Home First bespoke support (which may include a sub-set of the full range of activities available). One example of this would be the potential to offer Voice of the person as a separate, stand-alone module within the Home First project.</p> <p>Green performance shall be defined as <math>\geq 2</math> systems per region having</p>	Amber performance shall be defined as $\geq 1$ system per region having started such support pro-rata for the current date versus the contract duration.	Red performance shall be defined as $< 5$ systems having started such support pro-rata for the current date versus the contract duration.

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Obj No.	Specification core objective / Key theme	KPI No.	KPI Description & Performance Threshold		
			Green rated performance	Amber rated performance	Red rated performance
			started such support pro-rata for the current date versus the contract duration.		
5.	<b>Follow Up support</b>  To provide ongoing implementation support where needed. Supportively reinforcing positive behaviours at Local System level	5.1	Follow up implementation support (as defined in the specification) to be delivered to a minimum of 25% of systems that started support in the period 3-12 months prior. Since if they started in the last 3 months they are unlikely to be into follow on support.	Follow up implementation support (as defined in the specification) to be delivered to 20-24% (incl) of systems that started support in the period 3-12 months prior. Since if they started in the last 3 months they are unlikely to be into follow on support.	Follow up implementation support (as defined in the specification) to be delivered to <20% of systems that started support in the period 3-12 months prior. Since if they started in the last 3 months they are unlikely to be into follow on support.



#### 40. **APPENDIX 1: BCF support offer – Example AREAS OF SUPPORT**

Below are some illustrative examples of key aspects of integration where external support – focusing on Health and Wellbeing Board level – could be valuable to Local Systems as part of a compelling support offer. A potential bidder may provide external integration support services to respond with feedback on which specific key components Suppliers have expertise in, to offer insight and high quality support to systems. This list is not exhaustive or restrictive of any other suggestions for key components of the support offer:

- **Behavioural and cultural change, leadership development** and bringing about local **ownership of change**
- Capability and capacity to undertake effective **Capacity and demand planning and modelling for intermediate care** e.g. planning community capacity to support discharge along with related **capacity and demand implementation support** resulting from the modelling
- Closely aligned with the above capacity and demand element and the wider BCF programme are broader developments around **supporting national policy and programme development**, particularly around **gaining access on a national scale to data, analytics, research and economic appraisal**. One element of this will support national priorities around intermediate care.
- **Ongoing COVID recovery support** – including recovery planning, future state design and supporting the ongoing journey back to business as usual

- **Integrated governance and delivery arrangements** across health, social care and housing
- **Integrated discharge arrangements**
- **Strengthening HWB-level local system collaboration, involvement and engagement** across health, housing, social care and voluntary sector services. To include effective engagement of frontline staff across organisational boundaries to embed person centred working
- **Collaborative system Leadership and Leadership development arrangements**
- Evidence of investment and activity relating to **Prevention and early intervention**
- Scale and quality of local approach to **Personalisation**
- **Evidence of integrated model of care design being delivered by integrated neighbourhood teams** – including demonstrating service redesign capability across health, social care and housing
- **Effectiveness of local approach to evidencing better integration and capturing good practice** in a way that can be shared (direct link to BCF practice and evidence workstream)
- **Workforce modelling** - to support Local Systems with designing and optimising the local workforce for example identifying workforce gaps through to aligning resources to integrated models of care.
- Strengthening the role of **Patient and public involvement and engagement (PPIE)** in the context of integrated working
- **Population health management** – including approach to segmentation and prioritisation across health, social care and housing, factoring in relevant risk factors and using risk stratification tools. To include drawing on effective population risk stratification to identify needs on a predictive basis and therefore help create BCF support options that are proactive
- **Approach to measuring integration-focused outcomes** aligned to outcomesbased, collaborative commissioning (including system-wide Outcomes Frameworks factoring in I-statement themes; developing outcome measures linked to **Housing** and factoring in wider determinants of health and wellbeing)
- Evidence of planning or delivery to support **place based collaborative commissioning arrangements across community-based programmes**
- **Financial technical support** - for example this may include:

- Financial modelling support – within the context of strengthening HWB level integration partnership arrangements
- Development of HWB system-wide **risk and gain share agreements** including VCS partners
- Support with section 75 partnership arrangements and how to implement guidance and best practice on financial alignment and pooling
- Development of Integration partnership **financial early warning systems**
- Developing ‘how to’ guides or other resources to support knowledge transfer and improve local system capability
- **Approach to reducing inequalities** – leveraging support options to help reduce health and care inequalities
- **Effectiveness of integrated, central PMO function** across local system partners
- **Strength of local integration enablers e.g. workforce development, communications and engagement, BI / Analytics** (including modelling and forecasting capability)
- As an example, a BI / analytics technical support offer may include supporting systems resolve data integration issues (e.g. linked to shared care record development and improving Interoperability) through to integrated BI solutions to optimise selection of service users for MDT review across health, social care and housing
- **Governance and delivery arrangements to support and align HWB-level activities and planning to broader ICS-level development**
- This may involve strengthening the role of HWBs and helping systems to accelerate their integration journey while improving the alignment of HWB systems at place level within a broader ICS structure
- **Improving system responsiveness** - the support offer may need to support systems to respond to the following:
  - Impact on integrated or partnership provision of reforms to adult social care funding, for example the work on fair cost of care
  - Changes in personnel, relationships and potentially priorities, arising from the establishment of ICSs and enabling BCF and wider integration plans to respond to ICB and ICP strategies
  - Impact of reforms and white papers including Levelling Up and the expected white paper on prevention

The majority of Local Systems are unlikely to have the capability and capacity required to deliver at pace against all of the above key elements often associated with enabling good integration and therefore not all (including better performing systems) will be consistently delivering improvements in person centred integrated services. Furthermore, many will not be receiving support in many of these areas which presents a valuable opportunity to expand and differentiate the support offer in a way that makes a broad range of support, technical and non-technical, available to systems. Clearly the extent to which the support offer can be expanded in this way will depend on what external Suppliers view as being feasible to deliver within the available budget.

The 'ideal' external-commissioned support programme would therefore have the capability and capacity to accommodate local system needs, putting BCF plan delivery at the centre, in relation to any of these technical and non-technical aspects of integrated working (in any combination) in order to bring value to Local Systems in supporting their integration journey.

## **APPENDIX 2: BCF Local System regions**

1. Greater London
2. West Midlands
3. East of England
4. East Midlands
5. North East
6. North West
7. South East
8. South West
9. Yorkshire & Humber

### **SCHEDULE 5 TENDER**

- Not used



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**SCHEDULE 6  
PRICING**

<b>Date</b>	<b>Milestone Payment</b>	<b>Description</b>	<b>Predicted/estimated interventions used</b>	<b>Maximum Value</b>
Oct 2022-Jan23	Quarter 1	[REDACTED]	See table 2	[REDACTED]
Jan23 - April 23	Quarter 2	[REDACTED]	See table 2	[REDACTED]
April 23- Jul 23	Quarter 3	[REDACTED] [REDACTED]	See table 2	[REDACTED]
Jul 23- Nov 23	Quarter 4	[REDACTED] [REDACTED]	See table 2	[REDACTED]
Nov 23- Jan 24	Quarter 5	[REDACTED] [REDACTED]	See table 2	[REDACTED]
Jan 24 - April 24	Quarter 6	[REDACTED] [REDACTED]	See table 2	[REDACTED]
April 24- Jul 24	Quarter 7	[REDACTED] [REDACTED]	See table 2	[REDACTED]
Jul 24- Nov 24	Quarter 8	[REDACTED] [REDACTED] tions	See table 2	[REDACTED]
Nov 24- Jan 25	Quarter 9	[REDACTED] [REDACTED]	See table 2	[REDACTED]

Jan 25 - April 25	Quarter 10		See table 2	
<b>Total Contract Value Shall Not Exceed (Ex VAT)</b>			<b>£4,985,117.00</b>	

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Total Contract Value (Inc VAT)			£5,982,140.4
	Intervention	Unit cost	Number of units
	D2A toolkit		
	D2A enhanced toolkit		
	Peer review - 1 day		
	Peer review - 2 days		
	Enhanced peer review		
	Ongoing support		
	Enhanced ongoing support		
	Follow-on visit(s)		
	Optimising BCF expenditure		
	Demand and capacity to implement Home First		
	Workshop		
	Tool development - standard (eg porative Commissioning Framework or HICM)		
	Quick guide / Top Tip		
	Webinar		
	Total		

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**SCHEDULE 7  
CONTRACT MONITORING**

No	Name and Type of Monitoring	Description	Stakeholders	Timescales
1.	Sustainability, Modern Slavery and Social Value reporting	As per clause 21 Sustaibility reporting and Clause 30 Sustainability and Environmental KPI's	Supplier provide to	Annual reports

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2.	Quarterly Performance Monitoring	As per clause 22, there will be a quarterly monitoring process to review performance against service levels, Key Performance Indicators and the core delivery requirements and objectives set out in the Specification . The contractor will be required to provide updates on this via Quarterly "Performance Monitoring Reports".	Contractor and the Authority  Supplier to hold QPM and send empowered and appropriate resource, and to provide "Performance Monitoring Reports" in line with 22. Notes from QPM to be sent to Authority. Authority to respond to these notes (either offering feedback or confirmation ) 3	Quarterly Meetings progress
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			Business days after QPM notes received.	
3.	Project specific reporting	The provider shall provide a short impact summary report at the end of each support project – provided in a timely way in an accessible format to aid transparency.	Contractor to provide	On the completion c support project

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4	Mid and end year summary reports	In-depth mid-year and year end summary reports focus on illustrating outcomes and impact. These reports will be submitted to the BCF team and will be a formal requirement as part of governance and reporting to both the BCF Performance and Support Sub-group and BCF Programme Board	Contractor to provide	Mid year and annual reports
5	Update meetings	The BCF team will be the main point of contact for contract management, and day to day monitoring/programme oversight will be through fortnightly update meetings between the BCFt and the contractor	Contractor and BCF team	Fortnightly

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