

Nottinghamshire Police and Crime Commissioner**Notice of Decision**

Nottinghamshire

POLICE & CRIME COMMISSIONER

Author:	Rob Atkinson
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Date Received*:	16th January 2015
Ref*:	2015.001

*to be inserted by Office of PCC

TITLE: Extension of Notts Healthcare Contract**EXECUTIVE SUMMARY:**

Nottinghamshire Police entered into contract with G4S Forensic and Medical Services UK Ltd to provide Healthcare Services to the Force.

The original contract commenced on 14th January 2014 and is due to expire on 31st March 2015.

Written into the original contract agreement was the option to extend the contract for a further 2 x 12 month terms.

Nottinghamshire Police now wish to exercise the first option and extend the contract for 12 months.

The original intension was that responsibility for provision of this service would transfer to The NHS on 1st April 2015. This however is not possible at present as suitable service levels cannot be guaranteed. It is hoped the service will be available from the NHS from the end of this extension.

Extension commencement date 1st April 2015 until 31st March 2016.

Value of 12 month extension is £1,253,646.

INFORMATION IN SUPPORT OF DECISION: (e.g report or business case)

Original Contract – Copy Attached

Award Report – Copy Attached

Is any of the supporting information classified as non public or confidential information?**

No

DECISION: Recommend that the contract is extended.

DECLARATION:

I confirm that I do not have any disclosable pecuniary interests in this decision and I take the decision in compliance with the Code of Conduct for the Nottinghamshire Office of the Police and Crime Commissioner. Any interests are indicated below:

Nottinghamshire Police and Crime Commissioner
Notice of Decision

The above request has my approval.

Signature:

Nottinghamshire Police and Crime Commissioner

Date:

6/2/15

OFFICER APPROVAL

I have been consulted about the proposal and confirm that the appropriate advice has been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner.

Signature:

Chief Executive

Ken Dennis.

Date:

6th February 2015

** See guidance on non public information and confidential information.

East Midlands Strategic Commercial Unit



16th January 2015

To: Police and Crime Commissioner

Subject: Tender Award Report

Tender Title: Criminal Justice Healthcare Services

Force: Nottinghamshire Police:

1. PURPOSE OF THE REPORT

To seek approval to exercise the option included in the original contract to extend the Nottinghamshire Police Criminal Justice Healthcare Services Contract for a further 12 months.

Extension commencement date 1st April 2015 until 31st March 2016.

Value of 12 month extension is £1,253,646.

2. BACKGROUND INFORMATION

Nottinghamshire Police entered into contract with G4S Forensic and Medical Services UK Ltd to provide Healthcare Services to the Force.

The original contract commenced on 14th January 2014 and is due to expire on 31st March 2015.

Written into the original contract agreement was the option to extend the contract for a further 2 x 12 month terms.

Nottinghamshire Police now wish to exercise the first option and extend the contract for 12 months.

The original intension was that responsibility for provision of this service would transfer to The NHS on 1st April 2015. This however is not possible at present as suitable service levels cannot be guaranteed. It is hoped the service will be available from the NHS from the end of this extension.

3. TENDER PROCESS AND ANALYSIS

As the intension is to exercise the option to extend the contract, no tender process or analysis has been conducted.

4. FINANCIAL AND QUALITY CONSIDERATIONS AND VFM

It was approved within the original contract document that any potential 2nd year (1st option) would be subject to a price increase of RPI, currently 2.5%.

Rob Atkinson, Category Manager, EMSCU held discussions with Vicky Oakley, Regional Manager, G4S and it was agreed this would not be added to the extension period.

A saving of £31,341.15 is the result of not increasing the contract by RPI and G4S would like this noted as efficiency savings for the year.

5. RECOMMENDATION

The recommendation is to extend the current contract with G4S to cover the relevant period.

6. NEXT STEPS

Confirmation of extension to G4S Ltd

Extension registration on Crystal

Internal notification of extension

PCC Sign Off

EQUALITY, DIVERSITY AND HUMAN RIGHTS CONSIDERATIONS:	Considered
HUMAN RESOURCES CONSIDERATIONS:	Considered
RISK MANAGEMENT and IMPACT CONSIDERATIONS:	Considered
HEALTH AND SAFETY CONSIDERATIONS:	Considered
LEGAL CONSIDERATIONS:	Considered
BUSINESS CONTINUITY CONSIDERATIONS:	Considered
SUPPORTING BACK GROUND DOCUMENTATION:	Considered

PROPOSED BY:	
Author Print: Sign: Date	Rob Atkinson, Category Manager, EMSCU 16/01/2015
Force Department Tender Representative Print name and title: Sign: Date	Paul Saint, Head of Custody, Nottinghamshire Police 16/01/2015

Award/Extension APPROVED BY:	
* Police and Crime Commissioner Print: Sign: Date	

RESTRICTED CONTRACTS COMMERCIAL IN CONFIDENCE

Category Owner forwards the approved TAR and any additional information to:

Internal Contract Award Notification	
Operational Contract Owner (OCO) Name/email	Paul Saint paul.saint@nottinghamshire.pnn.police.uk
EMSCU Contract Reference Number	CN1000860
Force Finance/Purchasing Departments: <i>Attach Finance Information Required</i> <i>Old supplier details to be closed</i> <i>New supplier details to be set up</i>	hqfinance.orders@nottinghamshire.pnn.police.uk
EMSCU Supplier Services	Maura.wallace-nichols@emscu.pnn.police.uk Contract Management
EMSCU Head of Procurement and Commercial Services	steve.north12381@nottinghamshire.pnn.police.uk
EMSCU Crystal Contract	File approved TAR against the crystal contract reference.
EMSCU Frameworks Manager	Tracey.slack@emscu.pnn.police.uk

On receipt of the approved Tender Award Report: Head of Procurement will contact:

Savings APPROVED BY:	
David Machin , Management Accountant Manager Nottinghamshire Finance Sign: Date	

East Midlands Strategic Commercial Unit



CONTRACT SCHEDULE

FOR

CRIMINAL JUSTICE HEALTHCARE SERVICES

CONTRACT BETWEEN

**THE POLICE AND CRIME COMMISSIONER FOR
NOTTINGHAMSHIRE**

AND

G4S FORENSIC AND MEDICAL SERVICES (UK) LTD

CONTRACT START DATE: 14th January 2014
CONTRACT END DATE: 31st March 2015

(OPTION TO EXTEND BY 2 X 12 MONTHS)

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SECTION 1: INSTRUCTIONS

1. Please take the time to read the following document and associated appendices.
2. Please sign and return both copies in duplicate to:

Sarah Dixon MCIPS
East Midlands Strategic Commercial Unit
Nottinghamshire Police HQ
Sherwood Lodge
Arnold
Nottingham
NG5 8PP

SECTION 2 : CONTRACT PARTICULARS

The Police and Crime Commissioner for Nottinghamshire

Provision of Criminal Justice Healthcare Services

Contract Title and Unique Contract Reference Number	Criminal Justice Healthcare Services	
The Police & Crime Commissioner ("Commissioner")	The Police & Crime Commissioner for Nottinghamshire	
Contractor	G4S Forensic and Medical Services UK Ltd	
Commencement Date	14 th January 2014	
Contract Period (including option to extend)	14th January 2014 to 31 st March 2015. Option to extend by 2 x 12 calendar month periods.	
To be called off by Order	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Services/Goods/Works	Services	
Specification/Description	The Police & Crime Commissioner for Nottinghamshire requires the services of a single contractor for the Provision of Criminal Justice Healthcare Services to Nottinghamshire Constabulary and SARC.	
Commissioner Address for Notice	The Police & Crime Commission for Nottinghamshire Police Headquarters, Sherwood Lodge, Arnold Nottingham NG5 8PP	
Contractor Address for Notice	G4S Forensic and Medical Services (UK) Ltd (reg no. 05121608) whose registered address is Southside, 105 Victoria Street, London SW1E 6QT	
Price	Total annual cost of £1,253,646, equating to £104,470.50 per month or £313,411.50 per quarter.	
Delivery Instructions	Custody and SARC sites within Nottinghamshire. All service requirements are covered within the specification documents referred to herein at Schedule 2	

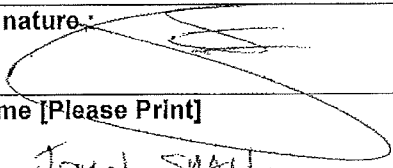
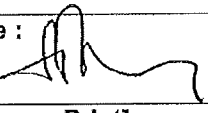
Commissioner Authorised Officers		
Name	Position	Contact Details
Jayne Christer (Commercial)	Head of Supplier Services	EMSCU Nottinghamshire Police HQ Sherwood Lodge, Arnold Nottingham NG5 8PP Tel: 0115 967 0999 ext: 800 2306 Email: jayne.christer@emscu.pnn.police.uk
Paul Saint (Day to Day Contact)	Head of Custody	Criminal & Justice Department Tel: 0115 9670999 ext 813 3803 Email: paul.saint@nottinghamshire.pnn.police.uk
Darren Mee (Day to Day Contact)	Temp Detective Inspector	Public Protection Unit Tel: 01158 444021 Email: darren.mee@nottinghamshire.pnn.police.uk

Contractor Manager		
Name		Contact Details
Sandra Hitchcock, Business Director		G4S Forensic and Medical Services (UK) Ltd Units 6-9 The Bardfield Centre, Great Bardfield Braintree, Essex CM7 4SL Tel: 01371 812724 Mobile: 07918 661511 Tel: 01371 812600 Email: Sandra.Hitchcock@uk.g4s.com
Contractor Key Personnel		
Name	Position	Contact Details
Jon Clapson	Operations Director	G4S Forensic and Medical Services (UK) Ltd Units 6-9 The Bardfield Centre, Great Bardfield, Braintree, Essex CM7 4SL
Dr Vanessa Webb	Director	As immediately above
Vicky Oakley	Regional Manager	As immediately above

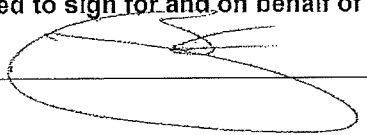
Insurance*	
Insurance type:	Minimum level
Employer's Liability Insurance	£10 million
Public Liability Insurance	£10 million
Professional Indemnity Insurance	£10 million

*See Appendix 1

SIGNED BY the duly authorised representatives of the both parties

Signature: 	Signature : 
Name [Please Print] JOHN SWAN.	Name [Please Print] Mr P Tipping
Director duly authorised to sign for and on behalf of G4S Forensic and Medical Services (UK) Ltd	Signed by the Police and Crime Commissioner for Nottinghamshire
Date: 16/1/14	Date: 14/1/14
Address:	

in the presence of :

Director / Company Secretary signature duly authorised to sign for and on behalf of G4S Forensic and Medical Services (UK) Ltd:	
Name :	
Address	

SECTION 3 : CONTRACT SCHEDULES

The contract will be in accordance with this Contract Schedule and all previously agreed terms as detailed below:

1. Schedule 1 – Request for Proposal and Response dated 27th March 2013.
2. Schedule 2 – Clarifications / amendments
3. Schedule 3 – Pricing Schedule
4. Schedule 4 – Special Terms and Conditions
5. Schedule 5 – Standard Terms and Conditions
6. Schedule 6 – Data Handling Schedules – Category 1
7. Schedule 7 – Contractor Vetting
8. Appendix 1 – G4S Copy Insurance Document

Schedule 1 Request for Proposal

As a result of concerns from Chief Officers in Nottinghamshire Police regarding the delivery of the FME contract it was agreed to approach G4S directly to provide a price to takeover a 'like for like' service. The contract with the previous provider was agreed to be terminated wef 21st June 2013. G4S were asked to price for the service and take over in emergency measures until a suitable contract could be agreed. The contract was to run until March 2015 with options for NHS England to extend as part of the novation of the contract.

A number of face to face meetings were held between EMSCU, G4S and Service Users to ensure service delivery was not adversely affected and an email sent to G4S to ask them to price for the service. Nottinghamshire Police required 2 off HCP's 24/7 and 1 Doctor. G4S gave a number of cost options and Nottinghamshire Police agreed on 'Option 1' which was the best fit to current service levels and the most cost effective for Nottinghamshire.

G4S Quotation Response

G4S Forensic and Medical Services (UK) Ltd

Indicative proposal for the provision of Forensic & Medical Services to Nottinghamshire Police

27th March 2013

Introduction

Since 1999 over half the UK Forces have procured external organisations to undertake their specialist medical forensic services. G4S's specialist Forensic and Medical Services business are at the forefront of custodial healthcare, currently providing specialist detainee and victim focussed care for 12 Police Forces in England, which include Lincolnshire Police and Derbyshire Police from June 2013.

G4S are able to evidence its ability to provide combined custody and victim services, without compromising on quality, to achieve the standards set out by the Authority and National Guidance. Our presence in the market has been evidenced by us never being removed from a contract following initial award, as well as a demonstrable high quality infrastructure which supports all of our Police customers to ensure that service is always paramount.

The G4S Team

The following named staff will be involved in the implementation and ongoing delivery of services:

Sandra Hitchcock – Business Director

Jon Clapson – Operations Director Dr Vanessa Webb – Medical Director

Dr Lucy Love – Clinical Director for Sexual Assault Services Dr Tony Knight – Clinical Director for Custody

Chris Macintosh – Regional Manager Dawn Wade – Business Support Manager

Andrew Catlin – Business Development Director Gary Green – Managing Director

Operational Solution

G4S have studied the data kindly provided by the Authority to further understand the current estate infrastructure and detainee/victim throughput demands. We believe that the introduction of our services, which have access to a large pool of staff around the Nottinghamshire locality, along with a provision of Sexual Assault Nurse Examiners can provide two high quality options to Nottinghamshire Police:

Option 1.

Two dedicated Nurses/Paramedics (HCP's) based out of 2 different sites providing 24/7 cover:

One Nurse based at the Nottingham Bridewell.

Second Nurse based at Mansfield, also covering Newark.

One dedicated Doctor providing force-wide cover 24/7 and attending Sexual Assault Cases.

If demand exceeds the above capacity, we have a contingency plan to use a bank rota which is available to be called in as required at G4S's cost.
24/7 telephone advice

This option will mean a minimum of 3 staff will be on duty at any one time. Each rota will operate on a shift pattern to accommodate 24/7 cover - so in effect we will have more than 12 WTE members of staff dedicated completely to Nottinghamshire Police's needs for Healthcare and Forensic Examinations.

Option 2.

Two and a half (2.5) Nurses/Paramedics (HCPs) based out of 2 sites providing 24/7 cover:

One full Nurse rota based at the Nottingham Bridewell 24/7

Half a Nurse rota per week based at the Bridewell from Friday 7am – Monday 7pm in addition to the full 24/7 Nurse rota

One full 24/7 Nurse rota based at Mansfield, also covering Newark.

One dedicated Doctor providing force-wide cover 24/7 and attending Sexual Assault Cases.

If demand exceeds the above capacity, we have a contingency plan to use a bank rota which is available to be called in as required at G4S's cost.
24/7 telephone advice

This option will mean a minimum of 3 staff will be on duty between Monday 7pm and Friday 7am, with 4 members of staff available at all other times i.e. over the weekend. Each rota will operate on a shift pattern to accommodate 24/7 cover - so in effect we will have more than 14 WTE members of staff dedicated completely to Nottinghamshire Police's needs for Healthcare and Forensic Examinations.

Option 3: Variation to the above options;

G4S have pioneered the use of Nurses to complete Sexual Assault Examinations. Our Nurses have been a welcomed and invaluable asset to our service and have been highly commended by specialist officers and CPS (who have approved this model prior to implementation).

Currently we operate this model (alongside Doctors) in the following Police Forces:

Essex	Bedfordshire
Cambridgeshire	South Yorkshire
Norfolk	Suffolk
Wiltshire	Gloucestershire
Devon only for paediatric examinations	
Hertfordshire	

We would welcome the opportunity to further explore the use of Nurses to attend the SARC, either prior to, or following service commencement. This could either be as part of the two options detailed previously, or as an additional rota alongside the options.

For example the additional ½ rota at the weekend in Option 2 could become a Nurse SOE rota and provide additional support to the Nottingham Bridewell when they are not in use at the SARC.

The use of Nurses greatly increases the ability to provide a gender specific rota and G4S have a dedicated infrastructure led by Dr Lucy Love and Dr Vanessa Webb for training Nurses to complete sexual assault examinations. Alongside our in house training program we support our Nurses through an accredited academic qualification which is run by Staffordshire University. Dr Webb helped to develop this course and still participates as one of the lecturers.

Response Times

This model of provision would work to the following response times for attendance at a requested location, this is based on your current SLA (Schedule 4) but with an enhancement on the current contracted SLA by 5% compliance. We propose that no service charges are applicable during the first 6 months of service.

RESPONSE TIMES		
Incident Type	Response Time	Compliance
Time critical evidential requirement e.g. Blood samples for suspected drink/drive and impairment testing	60 minutes	90%
Fitness for Detention: For Head Injury, Bleeding, Severe pain, dependency/withdrawal of alcohol, history of fitting/diabetes/epilepsy/TASER injury/CS Spray/Alcohol issues, suicide risk	60 minutes	90%
Forensic Examination: Intimate Search	60 Minutes	90%
Fitness for Detention: Dependency/withdrawal on drugs	90 minutes	90%
Fitness for Interview	90 Minutes	90%
Examination following complaint	90 Minutes	90%
Non time-critical evidential issues	90 minutes	90%
Sexual offence; victim – unless appointment is requested	90 minutes	90%
Attendance on Detainee Request/compliant	90 minutes	90%
Administration or Verification of Medication – not urgent	90 minutes	90%
Sexual offence; suspect - unless appointment is requested	120 minutes	90%
Suspicious/Sudden Death	120 minutes	90%
Mental Health assessment Section 136	240 minutes	90%
Telephone advice only	10 minutes	90%
Formal report/statement on examination and HCP witness Statement if requested at the time of examination	7days	90%
Formal report/statement on examination and HCP witness Statement if requested on a date after the examination	14 days	90%

Total Service Management

As part of this proposal G4S will not only provide the front line medical staff required to fulfil the obligations of PACE and Safer Detention guidance, but we will also provide a dedicated clinically led management structure to remove current Police Administration requirements and to achieve the increases in service and safety standards.

Call Centre

A dedicated 24/7 call centre will manage all requests. Using specially trained dedicated call handlers, our staff will triage all calls using telephone consultations where appropriate and dispatching medics as required. The call centre will provide the customer service interface to all custodies and officers, providing updates and collating information ready for monthly management

data to be provided. The call centre is state of the art in its function and is stand alone for medical management and triage of Police healthcare and forensic work. All calls are digitally recorded and can be made readily available for governance and investigation management.

The call centre also feeds into our rota team, so they can centrally deal with operational issues such as sickness and maintain appropriate cover as required.

Vetting

All medical and operational support staff must complete enhanced CRBs and 5 year checkable work history as standard. Nottinghamshire Police Force vetting will be required for all medical staff and our HR team ensures monthly GMC, NMC, HPC registration checks are completed for all staff. We would also seek your permission to use staff who have been vetted by other Police Forces until such time that Nottinghamshire vetting has been completed.

Recruitment and Training

Our recruitment and training policy focuses on only employing highly experienced staff and screened via an intense in-house induction. We will provide regular update training which is mandatory for all staff as well as accredited continuous professional development courses. The initial training for any new recruit (regardless of prior experience) involves pre-training shadowing, induction training, and further shadow work prior to sign-off.

All aspects following first sign off are supervised by senior clinicians. Quality assurance is maintained through a strong audit and education program. This is enhanced by review, peer review, appraisal and support provided by experienced leads with the Faculty of Forensic and Legal Medicine and adherence to the ideals of 'best practice'.

Training on PGDs, de-fibs, oxygen and canulators will be provided.

Pharmaceutical Management

G4S adhere to strict protocols and operating procedures for management of medicines. We employ a dedicated Pharmaceutical Manager, who is an NHS Chief Pharmacist and conduct regular medicines management audits and meetings. Every custody will be provided with dedicated safes with our managed drugs formulary as part of the proposal, and all stock will be subject to rigid dispensing and stock check controls.

Customer Management and Escalation

The call centre will make available a senior manager or Director 24/7 who is responsible for the medical business. This buy-in from the clinical and operations team is to ensure that any complex issue can be resolved by the most senior available person in the busy at any one time.

Medical Records

All medical records will be managed by G4S on behalf of Nottinghamshire Police, instead of allowing medical staff to take management control of each

set of evidential records. Record safes will be provided into each custody with limited access for medical staff only. Medics will not be allowed to remove records from each site, instead we will implement a clinical governance process of checking their records for compliance and storing them safely on behalf of the medics, the detainee/victim and the Police. This is in adherence to Medical Records Legislation and in support of the Criminal Justice process.

All records will be collected on weekly stocking trips and returned to our HQ for electronic scanning and storage, this is so that audit can take place and so that statements and court attendance can be managed from our central team on behalf of our staff.

Alternatively we are happy to provide pricing for an IT system for records management, but we have not included this within our proposal.

Management Information

Our central management database will hold all data required by Nottinghamshire. This is similar to the current data set you receive and will provide monthly reports on response times, request types, requesting officers, age etc., giving real Policing data which can be used to help understand the types of cases each area is requiring medical intervention for.

Team Approach for Management and Clinical Governance

The company has a robust Operations Management Team, and with the main focus on quality and standards, are supported by a strong, highly qualified and motivated Clinical Team. G4S boasts an unparalleled Clinical Governance structure with monthly meetings overseeing an array of quality processes including the following:

- audit and research

- quality assurance of medical records and statements

- critical incident review

- publication of a lessons learnt bulletin

The above are all underpinned by a range of learning events including induction training, supervision, monthly education evenings and small group learning / peer review. With this breadth of quality assurance we are able to guarantee a very high level of integrity of reports back to the Authority, with the availability of our Data Analyst to tailor the reports as desired to help you access what you need quickly and accurately.

Indicative Price

Option 1 - £1,253,646 per annum Option 2 - £1,368,540 per annum

For clarity we confirm we have made the following assumptions:

No SARC medications (e.g. HIV PEP) are included

No additional medical equipment is included; portable oxygen, de-fibs etc.

Our prices are based on a manual solution for completion of medical notes,

we would be happy to provide a price for an IT system for Nottinghamshire

We are developing an IT solution for Derbyshire custody suites which we could provide across Nottinghamshire if required

We have based our proposal on the volumes supplied, i.e. 12,000 cases per annum.

No RPI has been included, however this would be applicable to year 2

We have assumed that all premises and any associated lease and utility costs for these premises will be provided for free-of-charge

G4S would seek to work with the Authority and the incumbent supplier throughout the due-diligence process, should we be successful to establish full TUPE costs and any transferring liabilities such as pensions (both future and past-service implications). These may affect the prices quoted above. The provision and costs associated with the vetting of clinical and non-clinical staff engaged in the Contract will be borne by the Authority.

Start up/mobilisation costs are included within the 1 year price

Contract Term

The options and prices proposed are for a minimum term of 1 year for this emergency measures contract.

All costs are exclusive of VAT at the prevailing rate.

We would require a minimum lead in time of one month to allow for legal agreements to take place, along with TUPE and vetting requirements.

Summary

We believe that the established qualities and experience of G4S are ideally placed to provide services to Nottinghamshire Police's high standards. Our organisation specialises in developing bespoke models of clinical and forensic care for the police to meet the individual needs of both the patient and the force. The attached submission reflects our experience and organisational competencies, currently demonstrated across all of our customer Forces.

Schedule 2
Clarifications / amendments

1. G4SFMS Commercial Commentary

A. Price

Our price of £1,253,646 + VAT is applicable for year 1.

Our pricing and service solution has been built on the basis of the volumes, current operating locations, service call types and other related requirements, as provided by the Constabulary.

B. General assumptions

- All costs are exclusive of VAT.
- The price assumes an initial contract period of 23rd December 2013 to 31st March 2015.
- Our price assumes that neither a bond nor guarantee will be required by the Commissioners.

C. Other assumptions

- The pricing of this service provision is fundamentally a holistic model, based on the delivery of the services under this contract as an entire solution with all the clinicians and services intrinsic to that provision.
- We have assumed that there will be reasonable access granted to telephony for healthcare professionals at the Authority's premises for all activities in assisting the delivery of services associated with this contract at no additional charge to the contractor.
- Provision of paediatricians for CSA cases (child sexual abuse) joint examinations is outside the scope of this contract and are not provided by ourselves.
- We have assumed that where our staff are wholly embedded in a location delivering services for this Contract there will be afforded to them by the Authority reasonable access to rest room and kitchen facilities.
- We have assumed that all premises and any associated lease and utility costs for these premises will be provided for free-of-charge to the successful contractor.
- We haven't priced any pension contributions, either voluntary or auto-enrolment, which commence in 2014. We reserve the right to negotiate an amount to cover if the contract is extended beyond March 2015.
- G4S will pay for all new staff vetting from contract commencement i.e. 23rd December 2013, the fee is currently £56.00 + VAT.
- Our priced allows for indexation in year 2, i.e. from December 2014, this increase will be based on RPI.
- Our price is based on the existing custody estate (Bridewell, Mansfield & Newark). If there are any changes to the estate, either temporary or permanent, we reserve the right to re-work our operational solution and

negotiate with the Commissioners an additional charge is justifiable and appropriate to maintain service delivery levels.

- We have not included any costs for interpretation services relating to the use of ECG machines.
- We have priced our standing G4SFMS formulary of medications.
- We have not included the provision of HIV PEP to the Topaz Centre SARC.

2. Nottinghamshire Proposed Prices Increases Based on Volumes

Option 1 contract price - £1,253,646.

This was initially agreed on volumes of 12,000 cases pa, however during contract negotiations in December 2013 we have agreed to increase this base figure 12,500 cases pa. Please find below our proposal to cover increases above the 12,500 cases included in the contract sum.

A. Contract Price

Our contract price of £1,253.646 equates to:

- Monthly charge - £104,470.50.
- 3 monthly charge - £313,411.50.

B. Proposed Volume Increases

Based on our approach to additional volumes in our other forensic medical contracts we feel it would be appropriate to look at volumes across a 3 month period rather than individual monthly fluctuations. We would therefore like to propose the following:

- Our tender price includes 3,125 cases in a 3 month period
- We would like to offer an extra 9.9% volume within the contract sum i.e. 310 cases over 3 months which effectively offers 3,435 cases each quarter.
- If volumes rise above 3,125 during a 3 month period, to between 10% - 19.9% we would charge an extra 8% of the contract sum
- If volumes rise from 20% - 29.9% above 3,125 during a 3 month period, we would charge an extra 12% of the contract sum

Please see below our proposal in table format:

Scenario	% Additional Charge	3 Month Charge
3 months with volumes up to 3,125 cases	0%	£313,411.50
Increase up to 9.9% extra – 3 months with volumes up to 3,435 cases	0%	£313,411.50

		Additional Cost
Increase from 10% - 19.9% - 3 months with volumes from 3,436 – 3,747	8%	£25,072.92
Increase from 20% - 29.9% - 3 months with volumes from 3,748 – 4,060	12%	£37,609.38

If volumes rise to more than 30% above the original 3,125 estimated in a 3 month period, i.e. 4,063 and above, we would wish to re-negotiate.

C. General

- All prices quoted are subject to VAT at the prevailing rate
- Telephone Advice is included, and is not subject to price increases due to higher volumes.
- Our statistical reporting / management information will provide the number of jobs and will be available on a monthly basis. We will therefore easily be able to identify any trend and forecast if numbers appear to be rising to a level where an additional charge will apply.
- The period of analysis and possible extra charge would run from month 1-3, and then month 4-6 etc. of each contract year.
- For ease of collating data and reporting purposes we would suggest that this commences from the 1st January 2014 and covers 3 calendar months rather than running from mid month in line with the contract start date.

3. Applicable Service Locations to include but is not limited to:

Mansfield Custody:

Mansfield Police Station,
Great Central Road,
Mansfield,
NG18 2HQ

Newark Custody:

Newark Police Station
Queen's Road,
Newark
NG24 1LH

Bridewell (Nottingham):

Nottinghamshire Police Bridewell
Carrington Street,
Nottingham,
NG2 1EE

Sexual Assault Referral Centre (SARC)/Topaz Centre:
Oxclose Lane
Arnold
Nottingham
NG5 6FZ

S136 Suite
Kings Mill Hospital
Mansfield Road
Sutton in Ashfield
Nottinghamshire
NG17 4JL

Cassidy Suite
Queens Medical Centre
Derby Road
Nottingham
Nottinghamshire
NG7 2UH

4. Management Information

All medical records will be managed by G4S on behalf of Nottinghamshire Police, instead of allowing medical staff to take management control of each set of evidential records. Record safes will be provided into each custody with limited access for medical staff only.

Medics will not be allowed to remove records from each site, instead we will implement a clinical governance process of checking their records for compliance and storing them safely on behalf of the medics, the detainee/victim and the Police. This is in adherence to Medical Records Legislation and in support of the Criminal Justice process.

All records will be collected on weekly stocking trips and returned to our HQ for electronic scanning and storage, this is so that audit can take place and so that statements and court attendance can be managed from our central team on behalf of our staff.

G4S have provided pricing for an IT system for Nottinghamshire Police records:

G4S Proposal - IT system

We give below details of our proposed IT clinical system which could be deployed within Nottinghamshire as previously provided.

To install PC's (Mansfield, Newark and 2 @ Bridewell) to include printers, electronic signature pads, label printers, internet, IT system licences etc. would cost £25,100 in year 1. This would reduce to £20,200 in year 2 onwards.

The solution proposed is the same one we are implementing in Derbyshire, please see below hosting and security information:

The system is being provided by psHealth who have the following credentials:

- ISO27001 certified
- IG-Toolkit v10 accredited

Hosting will be with Rackspace, with data securely stored in the UK. Data will be encrypted at all points through the system, transmitted and restored in an encrypted form.

Initially the database will be standalone, with the ability to be moved into an environment with the following credentials:

- Longest established specialist N3 managed service provider
- ISO 27001, ISO 20000, ISO 9000 and IGSoC accredited
- ISO 27001 Tier 4 data centres
- Shared servers, physical servers, dual data centre and private HA cloud hosting

The price quoted is based on the following assumptions:

- No data migration costs are included either from a previous system, at the end of the contract or into another system should a national system be specified at some time in the future during the life of the contract.
- We have priced, as part of the service requirement, in each medical room and at each main location; Desktop hardware (computer, monitor, keyboard etc) and termination points at each key location for the Contractor to provide secure external internet connection.
- Hardware specification to be agreed in collaboration with G4S.
- If we are using Nottinghamshire Police hardware, any planned major domain changes, changes to security or other network changes will need to be advised to ensure testing of any impact on the system access and functionality prior to rollout.
- G4S technicians to be able to have reasonable access to machines, as required, for software support purposes.
- The NSP SIS screen will be coterminous each G4S computer in the medical rooms to afford the transfer of information required.
- We have priced for the database to be for Nottinghamshire custody patients only, there may be additional one-off costs to be applied if it is agreed to share a database with Derbyshire.

5. Response Times & Service Credits

We have reviewed the response times on Paul Saints 'wish list' and compared this to the ones included in our interim proposal and have the following comments for your consideration:

1. As you are aware we feel that operationally we really need additional HCP hours at Bridewell. The volume of jobs coupled with the fact that telephone advice is not currently normal practice is putting the patients and our HCP's at risk.

2. The 'wish list' changes our current response times as shown below, with a large majority of those which are currently under the 90 minute response band being moved to 60 minutes response.

Service Credit Request Types	Time Bands
Administration or Verification of Medication - Not Urgent	90
Attendance on Detainee Request/Compliant	90
Fitness for Detention	60
Fitness for Detention or Interview	90
Forensic Examination Time Critical Forensic	60
Forensic Examination Intimate Search	60
SOE Suspect Intimate Samples	120
Mental Health assessment Section 136	240
Non time Critical evidential issues and Second Visits	90
Sexual Offence Examination	90
Suspicious/Sudden Death	120
Telephone Advice	10

Response time has increased On "Wish list"
Response time has decreased on "wish list"

3. We have re-worked our management information on the basis of the 'wish list' and can confirm that our compliance levels would change as shown below:

Month	Our Compliance	"Wish List" Compliance
Jun-13	96.32%	94.94%
Jul-13	96.08%	95.06%
Aug-13	94.68%	92.41%
Sep-13	96.15%	94.81%
Oct-13	95.50%	93.40%
Nov-13	96.97%	95.22%

4. We also note the wish to amend our interim agreement compliance of 90% to 95%. Please see comment 7. Below.
5. As there is no agreement to sign up to a dedicated sexual offence rota, and based on the number of FME calls, we cannot agree to sexual offence victim examinations as a 60 minute response time and request that this remains at 90 minutes as it is currently.
6. We still have very serious concerns around staff retention and burn-out due to the excessive number of jobs per individual at the Bridewell and would urge you to consider Option 2. So far a lot of effort has been put into trying to make the Bridewell a safe working environment but we still have many challenges to achieve this.

7. In the light of the above we would be happy to sign up to the 'wish list' response times (with the exception of sexual offence victims as above in item no. 5.) but request the contract to remain as 90% compliance giving us 10% tolerance, with the agreement that telephone advice is used to avoid unnecessary face to face assessments. In addition we request a clause to be included which states that if there is an HCP on-site the response time is not applicable as cases will be triaged and patients seen will be prioritised on the basis of clinical need.
8. Regarding the penalty for failure, we would like to agree a price per failure rather than a percentage of the contract sum.

CONTRACTED RESPONSE TIMES & SERVICE CREDITS

UPDATED 18TH DECEMBER 2013

To summarise the agreement we have reached following the above proposal:

1. Compliance has been agreed at 90%, offering a 10% tolerance before any service credits are applied.
2. We have agreed to Paul Saint's 'wish list' of response times with the exception of sexual offence victim examinations which will have a response time of 90 minutes. Please see table 1 below.
3. The response times are only applicable if attendance is requested via the Call Centre if an HCP / FME is not site at the time. If there is an HCP on site the response times are not applicable as cases will be triaged and patients will be prioritised on the basis of clinical need.
4. Regarding the penalty for failure, we have agree the following as a price per failure:
 - a. For failure up to 1 hour late - £50 per case
 - b. For failure over 1 hour late - £100 per case
5. We have mapped across the 'wish list' response times (Table 1) to the categories that we use. Please see Table 2 below which demonstrates the response time which will be applied.

TABLE 1 – PROPOSED 'WISH LIST' OF RESPONSE TIMES

CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	CATEGORY 6
Requires immediate medical attention and/or transfer to hospital.	Telephone advice or consultation, 15 minutes	Default response time 60 minutes unless agreed with Custody Officer	Default response time 120 minutes unless agreed with Custody Officer	240 minutes unless agreed with Custody Officer	Appointments (by no later than 10 minutes after agreed time)
<p>Criteria:</p> <ul style="list-style-type: none"> Resuscitation cases Unconscious Major bleed Acute chest pains Open wounds requiring stitching Collapse, acute breathing difficulty Unable to bear own weight Suspected bone break or fracture Head injury with vomiting or dizziness Acute intoxication due to drink/drugs or symptoms thereof Chest/abdominal injuries Major RTC Fitting in or immediately prior to custody Pregnant with vaginal bleeding or abdominal pain Acute abdominal pain following assault or trauma. Any person suspected of packing/swallowing drugs 	<p>Criteria:</p> <ul style="list-style-type: none"> Any category of incident where the custody sergeant is satisfied, on the basis of the professional advice of a suitably qualified HCP, that the symptoms/risks associated with the detainee can safely be dealt with by means of telephone advice to the police and/or telephone consultation with the detainee. 	<p>Criteria:</p> <ul style="list-style-type: none"> Time critical evidential requirement Minor head injuries with no other symptoms Minor bleeding/wound or laceration Drink dependency or withdrawal Intimate search Suicide risk Cold/clammy Level 3 or 4 observations, fitness to detain, or interview (specify underlying reason) 	<p>Criteria:</p> <ul style="list-style-type: none"> Drugs dependency or withdrawal None time critical evidential requirement Examination following complaint Sexual offences victim examination Minor cuts/abrasions requiring cleaning/dressing General (none acute) pains or headache with no other symptoms and no recent trauma Pre-existing (none acute) medical condition that may require treatment or medication whilst in detention Initial mental health assessment to determine whether full assessment necessary and/or requirement for appropriate adult 	<p>Criteria:</p> <ul style="list-style-type: none"> Full Mental Health Act assessment (in police station) with view to detention under section etc. Detainee request with no known symptoms or explanation 	<p>Criteria:</p> <ul style="list-style-type: none"> All matters not falling within previous categories Any matter falling initially within another category but where custody officer has agreed, on basis of HCP advice that <u>clinical</u> needs can be safely met by appointment. NB this cannot apply to time bound evidential matters

TABLE 2 – CONTRACT RESPONSE TIMES

CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	CATEGORY 6
Requires immediate medical attention and/or transfer to hospital.	Telephone advice or consultation, 15 minutes	Default response time 60 minutes unless agreed with Custody Officer	Default response time 120 minutes unless agreed with Custody Officer	240 minutes unless agreed with Custody Officer	Appointments (by no later that 10 minutes after agreed time)
<p>Criteria:</p> <ul style="list-style-type: none"> Resuscitation cases Unconscious Major bleed Acute chest pains Open wounds requiring stitching Collapse, acute breathing difficulty Unable to bear own weight Suspected bone break or fracture Head injury with vomiting or dizziness Acute intoxication due to drink/drugs or symptoms thereof Chest/abdominal injuries Major RTC Fitting in or immediately prior to custody Pregnant with vaginal bleeding or abdominal pain Acute abdominal pain following assault or trauma. Any person suspected of packing/swallowing drugs 	<p>Criteria:</p> <ul style="list-style-type: none"> Any category of incident where the custody sergeant is satisfied, on the basis of the professional advice of a suitably qualified HCP, that the symptoms/risks associated with the detainee can safely be dealt with by means of telephone advice to the police and/or telephone consultation with the detainee. 	<p>Level 3 or 4 observations, fitness to detain, or interview (specify underlying reason)</p> <ul style="list-style-type: none"> Chronic Condition CS/Pava Spray Taser HOPPO Prison Production Mental Health Non Acute Verification/Administration of <p>Drink dependency or withdrawal</p> <ul style="list-style-type: none"> Intoxicated (Alcohol) Withdrawing – Alcoholic <p>Time critical evidential requirement</p> <ul style="list-style-type: none"> Forensic Samples - Non Sexual Offence Forensic Samples - SOE Suspect RTA Blood Hospital - Conscious DP RTA Blood Hospital - Unconscious DP RTA Blood Sample Section 4 RTA Blood Sample Section 5 <p>Minor head injuries with no other symptoms</p> <p>Minor bleeding/wound or laceration</p> <ul style="list-style-type: none"> Injuries to DP Injuries to Police Intimate Search Suicide Risk 	<ul style="list-style-type: none"> Death – Sudden Death Suspicious <p>Drugs dependency or withdrawal</p> <ul style="list-style-type: none"> Intoxicated (Other substances) Withdrawing - Drug Dependency <p>Initial mental health assessment to determine whether full assessment necessary and/or requirement for appropriate adult</p> <ul style="list-style-type: none"> Mental Health Informal Assessment <p>General (none acute) pains or headache with no other symptoms and no recent trauma</p> <ul style="list-style-type: none"> Minor Ailment <p>Pre-existing (none acute) medical condition that may require treatment or medication whilst in detention</p> <ul style="list-style-type: none"> Second Visit 	<p>Detainee request with no known symptoms or explanation</p> <ul style="list-style-type: none"> Detainee Refuses to give reason <p>Full Mental Health Act assessment (in police station) with view to detention under section etc.</p> <ul style="list-style-type: none"> Mental Health Formal Assessment 	<p>Criteria:</p> <ul style="list-style-type: none"> All matters not falling within previous categories Any matter falling initially within another category but where custody officer has agreed, on basis of HCP advice that <u>clinical</u> needs can be safely met by appointment. NB this cannot apply to time bound evidential matters

SEXUAL OFFENCE VICTIM EXAMINATIONS – RESPONSE TIME 90 MINUTES

Schedule 3 Indicative Pricing

Option 1 - £1,253,646 per annum

For clarity we confirm we have made the following assumptions:

No SARC medications (e.g. HIV PEP) are included

No additional medical equipment is included; portable oxygen, de-fibs etc.

Our prices are based on a manual solution for completion of medical notes, we would be happy to provide a price for an IT system for Nottinghamshire

We are developing an IT solution for Derbyshire custody suites which we could provide across Nottinghamshire if required

We have based our proposal on the volumes supplied, i.e. 12,000 cases per annum.

No RPI has been included, however this would be applicable to year 2

We have assumed that all premises and any associated lease and utility costs for these premises will be provided for free-of-charge

G4S would seek to work with the Authority and the incumbent supplier throughout the due-diligence process, should we be successful to establish full TUPE costs and any transferring liabilities such as pensions (both future and past-service implications).

These may affect the prices quoted above.

The provision and costs associated with the vetting of clinical and non-clinical staff engaged in the Contract will be borne by the Authority.

Start up/mobilisation costs are included within the 1 year price

Schedule 4
Special Terms and Conditions

1. Service Specification, Standards and Qualifications- General

The Contractor must adhere to the following in the performance of the Services:

- the requirements of the Joint Area Prescribing Committee (JAPC) SDHP and HMIP / HMIC Expectations Documents and local and national NHS guidance;
- standard NHS requirements and guidelines such as those pertaining to Infection Control, NICE, Care Quality Commission (CQC) etc;
- 'Recommendations for the Collection of Forensic Specimens from Complainants and Suspects' published by Faculty of Forensic and Legal Medicine (FFLM) which are reviewed and updated every 6 months (January & July);
- Guidance from the BMA Medical Ethics Departments and Faculty of Forensic & Legal Medicine (2009), with regard to the health care of detainees in police stations;
- RCN Guidance for Nursing Staff (2009) with regard to health and nursing care in the criminal justice service.
- all other requirements and conditions laid down by any authority including the Authority/Policing Body, with specific reference to but not limited to: IM & T Requirements, Equality, Business Continuity, Data Protection / Information Security / Vetting and MoPI and alike. MoPI refers to the 'Management of Police Information', which the Policing Body/Bodies as with all other Contracts involving the handling / storage / receipt / passing of information including personal data, may require the appointed Contractor to comply with certain additional requirements and conditions as an extension / continuance of assisting the Authority/Policing Body meeting its obligations in this area. The Contractor shall not unreasonably refuse to amend its systems and processes in order to comply with this requirement and shall not be entitled to any additional financial reimbursement from the Authority/Policing Body for having to do so.

The Contractor must provide the following Services to patients and the force, irrespective of the number of persons involved at any one time:

- a) To examine and if necessary render medical assistance to any person in Police detention.
- b) To obtain forensic evidence from, to examine if necessary, tender medical assistance to, complainants, alleged perpetrators, suspects and offenders including any persons suspected of drink/drug driving and other traffic offences.
- c) To conduct intimate searches of persons (with the person's consent) who are believed to be secreting Class A drugs within the meaning of the Police and Criminal Act 1984.
- d) To see and examine and, if necessary, render medical assistance to any police officer or police and support staff injured in the course of their duty
- e) To see, advise and assist any officer or employee of the Authority/Policing Body, as directed, who requires medical advice or assistance in the execution of their duty and the performance of the service of which is related to the provision of criminal justice healthcare services.

- f) To see and examine police officers, police and support staff and complainants where an allegation of assault has been made by one of the parties and generally assist in / co-operate with any investigation including by but not limited to IPCC (Independent Police Complaints Commission) as requested / directed to do so (at no additional cost to the Authority/Policing Body) by any authority including but not necessarily limited to the Authority/Policing Body. The appointed Contractor should also capture 'lessons learned' from such occasions / investigations and share in the implementation of any recommendations in the criminal justice healthcare arena.
- g) To see and examine any person to ascertain and give a written opinion regarding their fitness for detention and/or interview and to examine any person who is detained by the Constabulary in order to ascertain and give a written opinion on their fitness for continued detention and/or interview.
- h) In any case where an HCP considers a person is unfit to be detained or interviewed, to take appropriate action to ensure the medical well-being of that person.
- i) To attend the any court of law or tribunal when required to do so (whether by an officer or employee of the Authority/Policing Body, solicitor acting for the Authority/Policing Body, or by the Crown Prosecution Service) in order to give evidence in connection with any matters with which the HCP has been involved in the course of their duties, For these purposes any disciplinary tribunal under the Police Misconduct Regulations is to be regarded as a tribunal under this paragraph.
- j) To provide a full written report, medical opinion, diagram of injuries and or statement concerning the exercise of duties carried out by the Contractor's HCP, according to the Response Times detailed further on in this Statement of Requirements (SOR), If required to do so by an officer of the Constabulary in connection with a report or statement for the performance of his/her duty.
- k) Nottinghamshire Police is looking to develop its approach in the future to reducing crime by joining up the services for medical assessment and treatment within a custody office environment. It is therefore keen to explore in the future the option of combining assessment for detention, with arrest referral for mental health, drug and alcohol services.
- l) To examine alleged child victims of neglect, physical or sexual abuse.
- m) To provide triage, assessment and treatment of minor injuries.
- n) To provide emergency first aid and treatment of minor ailments and / or exacerbation of chronic disease where clinically appropriate e.g. administration of nebulisers or insulin.
- o) To provide risk assessments and pre release checks in partnership with custody staff.
- p) To provide health promotion literature to all detainees on release which is appropriate to the locality.
- q) Where an individual refuses to be examined, the HCP will undertake a visual examination. A member of staff will be present during the examination. The Authority/Policing Body reserves the right in the interests of safety and propriety for an Officer to be present at any examination and consideration will be given to a detainee request for third party presence during the examination.
- r) Where drugs are prescribed by the HCP only the necessary quantity should be prescribed and provided to cover the expected period in detention of the

individual concerned. In cases where the individual has their own medication with them the HCP will be required to authorise or not, the administering of that medication. All necessary forms shall be completed. The Contractor shall be required to have or put into place; processes to:

- a) ensure patients have access to medicines when released or going to jail or whatever their destination following custody where appropriate and there is an ongoing need, and
- b) ensure that drugs of potential abuse are only prescribed where clinically appropriate.
- s) The HCP shall also attend to, or advise on as appropriate, any other cases or issues requested by the Authority/Policing Body within scope of but not necessarily specifically identified within this Specification, e.g. in respect of immigration issues.
- t) The Contractor may also need to consider the appropriate level and nature of provision of medical care to be provided to the patient whilst in attendance at court.
- u) The Contractor will support the delivery of the SARC service which meets the standards set out by the joint publication by the Department of Health, Home Office and Association of Chief Police Officers Revised National Service Guide, *Department of Health (2009) A Resource for Developing Sexual Assault Referral Centres (SARCs)*:

http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_107570. Home Office (accessed 26.6.12)
- v) The Contractor shall in addition to these Core Services relating to custody, SARC and provision of FMEs generally in relation to the provision of criminal justice healthcare services to Nottinghamshire Police, also carry out or arrange to carry out such other services detailed as 'Additional Services' at herein of this Specification, including but not limited to the forensic cleaning of examination rooms or such other locations.
- w) To provide forensic examination to victims of serious sexual assault and/or rape. The examination will consist of a full medical history and complete examination, the collection of forensic and/or medical specimens and the taking of notes, photographs/videos/digital images for recording and evidential purposes. The examination will include:
 - Risk of pregnancy, STIs and HIV,
 - Risk of self harm,
 - Mental health,
 - Personal safety/child protection,
 - Wider social support.
- x) Meeting of various Key Performance Indicators (KPIs) including Response Times, provision of management information and meeting of other service provision / quality monitoring requirements as laid out further on in this Specification (see *Commercial Requirements*), including routine custody / patient care services and FMS / SARC provision.

The successful Tenderer, in discussion with the Authority/Policing Body is to give consideration as to how the gap of persons still being arrested at nights / weekends and often no health services being available at these times from providers, within the same budget constraints.

The Contractor is to give consideration to the possibilities of registering detainees within primary care who are not already registered and ensure pathways into social care and voluntary services as appropriate.

The Parties are to explore ways of screening for health conditions more proactively also so as to help improve the efficiency and effectiveness of health providers.

The Contractor shall look to develop local protocols also for the withdrawal of custody using NICE Guidance: Alcohol Use Disorder, Diagnosis and clinical management of alcohol related physical complications and consider screening for the risk of seizure using CIWA-Ar scale.

Liaison and diversionary Services do not form part of this Contract at this stage, but rather the Authority/Policing Body will look to work with the appointed Contractor in developing Nottinghamshire's and regional approach to this particular aspect of the whole criminal justice healthcare / commissioning issue.

In the event of any of the aforementioned cases, not just solely that of SARC provision, the Authority/Policing Body through the Contract awarded from this tendering process, will aim to provide a healthcare service to all detainees and victims coming into contact with Nottinghamshire Police irrespective of where the offence / incident has or has alleged to have taken place. Self referrals need not have police involvement in the case of a sexual assault where this is requested by the individual.

Any reference in the above to an examination includes, subject to appropriate consent and any relevant authorities, the taking in a form suitable for preservation and/or analysis, of any samples that may be required, including intimate samples within the meaning of the Police and Criminal Evidence Act 1984, as amended by the Criminal Justice and Public Order Act 1994. Samples should be taken if considered appropriate as a matter of clinical forensic judgement or subject to any clinical judgement as to the well being of the person concerned.

The Contractor shall ensure the following Clinical Governance (CG) Arrangements are in place including:

- a senior clinical lead role on CG is available to advise and support individuals;
- serious untoward incidents are referred to the local clinical governance groups to oversee actions;
- forensic physicians and examiners, appraisals, case audits and Continuing Professional Development (CPO) requirements are met;
- Forensic Medical Examiners take part in at least 4 peer reviews p/a and meet their CPO requirements;
- record-keeping generates complete client records within the appropriate response times as specified further on within this Specification;
- confidentiality and information governance standards of Nottinghamshire Police and the NHS are met at all times.

2.0 Local Integration

It is vital for the Contractor to integrate with the local health economy and to work in partnership with NHS Commissioners, other local health economy providers and stakeholders (both NHS and non-NHS) in order to develop pathways into community health providers, including but not necessarily limited to:

- Nottinghamshire Police,
- National Commissioning Board,
- Community health providers,
- EMAS-East Midlands Ambulance Service,
- Ambulance Trusts,
- Local Mental Health Trusts,
- Criminal Justice agencies e.g. Courts, Probation and Youth Offending Teams, Non Police employed staff e.g. GEOamey transportation for detainees,
- Local Authorities,
- Substance Misuse and Alcohol services,
- Local Acute trusts,
- Acute trust laboratories,
- Local voluntary organisations,
- Local GP practices / Out of Hours services,
- SARCs,
- CGCs.

3. Clinical Quality

3.1 Introduction

This section sets out background information and requirements of the appointed Contractor in respect of the clinical quality requirements.

The Police Custody Healthcare Services needs to adhere to NHS clinical governance and audits that are about maintaining quality of care. Audits will therefore be necessary from time to time and will need to look at: reviewing policies, reviewing screening and risk management procedures, reviewing the clinical environment, reviewing staff training and leadership, reviewing patient information / confidentiality / decency and sharing of information policies.

3.2 Clinical Objective and Principles

The clinical objective of this Contract is to obtain a provider (Contractor) to deliver "high quality clinical services". High quality safe clinical services are defined as:

"Patient-centred and value for money, medical care services, delivered in a safe and effective manner, through a learning environment."

There are three clinical principles that underpin this clinical objective. These principles form the basis of the clinical quality requirements. The principles are:

- Services should be patient-centred;
- Services must be delivered safely and through a learning environment ;
- Services must be effective.

The clinical objective is of paramount importance. The links between, and the integration of, all the three clinical principles are vital to provide clinical oversight, ensure the maintenance of patient safety and provide a platform from which there is continual clinical quality improvement.

3.3 Patient-Centred Services

In 2010 the Department of Health published a white paper on "Equity and Excellence: Liberating the NHS. This paper promoted that all services should be delivered to a consistently high standard *in full consultation with patients and carers. Services that are tailored to individual needs and provided in a clean and healthy environment by a workforce which feels valued and has high morale.*"

This definition clearly highlights four key areas that the Contractor must focus on to ensure the delivery of a patient-centred service. The areas are:

- Accessible and convenient services;
- Appropriate and responsive care;
- Clean, safe and pleasant environment; and
- Effective delivery of the services.

Tenderers are advised to carefully consider these key areas of a patient-centred service when developing their service proposal for a custodial setting.

Storage, maintenance and prescribing of medication should be carried out in line with current recommendations provided by the Faculty of Forensic & Legal Medicine. The Contractor will ensure the safe and secure administration of medication in police custody at all times.

4. Accessible and Convenient Services

4.1 Service Access

- a) The Contractor must meet the minimum service access Requirements of the Services which are described in this section.
- b) The Contractor must have a system in place that enables patients to access high quality clinical care 24 hours a day, 365 days a year and, in this respect, will ensure that they have adequate staffing resources at their disposal to ensure the delivery of the services and to ensure that evidence is not lost or compromised. In support of this, the Contractor will provide a single dedicated telephone number which must be staffed at all times unless alternative arrangements which are acceptable are available.
- c) The Contractor must ensure that the communications system between the Contractor and the HCP allows for immediate transfer of any call direct to the HCP for the purpose of giving medical advice. The provision of medical advice will be deemed to be included in the service charge.
- d) The final decision as to whether a healthcare practitioner is required at a location will be at the sole discretion of the Authority/Policing Body.
- e) The Contractor must ensure that the HCP has the appropriate transport to carry out his/her duties within the timescales specified.
- f) In circumstances where attendance is delayed, the Contractor will immediately notify the officer requesting attendance, advise of the anticipated attendance time and give reasons for such a delay. The Authority/Police Body reserves the right to request the attendance of another HCP and charge the cost of doing so back to the Contractor.
- g) Any delays in attendance which have not been granted by the Authority/Policing Body or any failures to attend will result in the deduction of monies from the total Monthly Charge at the rates detailed and allowed for within this Specification under Service Credits for failure by the HCP to meet the required service delivery. The

monitoring of response times will be a dual responsibility of both the Authority/Policing Body and the Contractor. The Contractor shall produce appropriate management information (M.I.) in this regard at such frequencies as detailed within this Specification or subsequently agreed between the Authority/Policing Body and the Contractor, but not less than monthly for the purposes of calculating any Service Credits as per clause 10 of the Special Conditions of Contract. The Authority/Policing Body shall also be entitled to the collection of Service Credits under certain other scenarios as detailed within the Commercial Requirements herein of this Specification.

- h) Immediately on arrival, depending on the location of the Services, the HCP must report as detailed below:
 - i) Police station -to a member of staff located in the public enquiry area of each station or Custody Suite. The member of staff will notify the relevant officer of the HCP's arrival.
 - ii) Medical suites not located at police stations – to the senior officer in attendance at the medical suite.
 - iii) Scene of incident- to the officer in attendance at the scene
 - iv) Hospital- to the senior officer in attendance at the hospital
- i) It is the responsibility of the Contractor to ensure that the risk of any forensic contamination is minimised in particular when dealing with alleged victims, alleged offenders and scenes of crime.
- j) If the Contractor fails to perform the Services the Authority/Policing Body reserves the right to use another service provider and any additional costs involved / incurred by the Authority/Policing Body in doing so may be reclaimed from the Contractor.
- k) The Contractor will make available within the cost of this Contract clinical management to oversee the clinical aspects of the Contract for the management welfare and skills of the HCPs on the call out service.
- l) The Authority/Policing Body will make available at any location a kit suitable for the taking of blood samples as required. The Contractor must take samples in accordance with current guidelines.
- m) It should be noted that it is proposed to include sexual offence examinations in as part of this Contract at this time, however any wider SARC provision shall for the time being remain outside this Contract unless the Contractor is otherwise advised at any stage in which case it will be asked to submit a price for this additional service.
- n) The Contractor must ensure protocols and pathways are in place to minimise the need for transfer to external providers e.g. A&E along with protocols and pathways to ensure appropriate referral and information sharing with partners within the community or custody on release or transfer.
- o) The Contractor will provide the forensic/medical service to all SARC clients; this includes police referrals, non-police referrals and self referrals.

5. Equity of Access / Equality & Diversity

5.1 Introduction

A recent DH publication, "Tackling Health Inequalities"¹, stated:

"People who experience one or more of material disadvantage, lower educational attainment and/or insecure employment are likely to experience worse health than the rest of the population."

The Contractor must ensure that there is equity of access. The Contractor must ensure that there is no discrimination between patients on the grounds of age, disability, gender reassignment, pregnancy and maternity, race (including ethnic or national origins, colour and nationality), religion or belief, sex, marriage and civil partnership, sexual orientation. The Contractor will monitor equity of access of service against these characteristics.

The Contractor must aim and plan for delivering screening and referral, health promotion and disease prevention activities to all detainees, especially those from local hard-to-reach groups during the course of the Contract. The Contractor will have a duty to notify the Health Protection Agency of issues and account of all guidance as relevant, reasonable and appropriate in this area. Seldom heard groups may include:

- those who do not understand written or spoken English;
- those who cannot hear or see, or have other disabilities;
- working single parents;
- asylum seekers or refugees;
- those who have no permanent address;
- black or minority ethnic communities;
- adolescents;
- those with learning difficulties and speech and language communication needs;
- those who are elderly and/or housebound;
- those who have mental illness;
- those who misuse alcohol or illicit drugs;
- those who belong to a lower socio-economic class, or who are unemployed;
- those with autism spectrum disorder.

To improve equity of access for Black and Minority Ethnic (BME) communities, information on ethnicity is important because of the need to take into account culture, religion and language in providing appropriate individual care. Hence, the Contractor will be required to record the ethnic origin of all patients. In addition, the Contractor will also be required to record as a minimum information on the gender and age of all patients and whether or not the patient has a disability including a learning disability. Collecting patient equality data helps enable the monitoring of compliance with relevant statutory obligations to promote equality.

Using the police interpreter service, the Contractor must implement 'Action for Hearing Loss' guidance (in each case, as amended from time to time) and other relevant guidance to ensure patients who have disabilities and/or communication difficulties are able to access the Services.

The Contractor must demonstrate how they intend to address issues with regard to Learning Disability and Speech, Language and Communication Needs. There is much evidence to suggest that 65% - 90% of all offenders have limited speech, language and communication skills.

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5.2 Equality, Inclusion and Human Rights

5.2.1 The Contractor shall need to take account of and comply with all relevant legislation, regulations and guidelines as applicable, and in particular shall not discriminate within the meaning of all current equality legislation at all times, as amended, and shall ensure the implementation of any new equality legislation as soon as it becomes law. Equality legislation currently includes but is not limited to:

- (i) Equality Act 2010;
- (ii) Public Interest Disclosure Act 1998;
- (iii) Human Rights Act 1998;
- (iv) Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000;
- (v) Fixed-term Employees (Prevention of Less Favourable Treatment) 2002; and
- (vi) Employment Rights Act 1996.

5.2.2 The Contractor must have a written Equality and Human Rights' Policy and procedures that comply with the law. There are three aspects which should be addressed in the policy: these are equality of opportunity, accessibility and fair treatment. These will promote equity in access to /experience of services, recruitment, and all aspects of employment. The policy and procedures should clearly express that the Contractor will not discriminate, directly or indirectly, on the grounds of age, disability, gender reassignment, pregnancy and maternity, race (including ethnic or national origins, colour and nationality), religion or belief, sex, marriage and civil partnership, sexual orientation or because someone is living with HIV/AIDS. The policy and/or its associated procedures and action-plans should address action to be taken in relation to harassment and intimidation and the legal concept of institutionalised discrimination as set out in the Equality Act 2010.

5.2.3 The Contractor should have clear mechanisms in place to ensure that all staff involved in the delivery of the service fully understand their responsibilities under key equality legislation such as the Equality Act and Human Rights Act, and effectively discharge these responsibilities when delivering the Services. This will encompass a range of actions including, but not limited to, making reasonable adjustments and anticipating and responding to individual client needs. The Contractor must take all reasonable steps to deliver the Services to clients in a manner that demonstrates respect for their dignity and privacy.

5.2.4 The Provider shall adhere to the principles of the Public Sector General Equality Duty set out in section 149 of the Equality Act 2010 ("Public Sector General Equality Duty") whenever they are carrying out the Service in any respect. The Contractor must always deliver the Services, and recruit and manage its staff, having due regard to the need to:

- (i) eliminate unlawful discrimination,
- (ii) advance equality of opportunity between people who share a protected characteristic and people who do not share a protected characteristic;
- (iii) foster good relations between people who share a protected characteristic and people who do not share it such that the Contractor shall consider the three aims stated in this paragraph in a meaningful way when making any relevant decision in respect of the Services (including but not limited to the development of policies, how the Services will be provided and any relevant decisions about the Services) so that the Public Sector General Equality Duty is integral to any decisions which are made.

5.2.5 The Public Sector General Equality Duty relates to the following protected characteristics: age, disability, gender reassignment, pregnancy and maternity,

race (including ethnic or national origins, colour and nationality), religion or belief, sex, marriage and civil partnership* and sexual orientation. *The duty to have due regard to the need to eliminate discrimination covers marriage and civil partnership. The statutory duties to advance equality of opportunity and foster good relations do not apply to marriage and civil partnership.

5.2.6 The Contractor shall ensure that any person who may make decisions in respect of the provision of the Service shall be aware of the requirements of both the Human Rights Act and the Equality Act 2010, including the Public Sector General Equality Duty and their implications in practice. In practice, meeting the general equality duty generally means:

- removing or minimising disadvantages experienced by people due to their protected characteristics;
- taking steps to meet the needs of people from protected groups where these are different from the needs of other people;
- encouraging people from protected groups to participate in public life or in other activities where their participation is disproportionately low.

5.2.7 The Contractor shall appropriately consider the five equality objectives of Nottinghamshire Police and the four objectives of the NHS Equality Delivery System* in a meaningful way when making any relevant decision in respect of the Service (including but not limited to the development of policies, how the Service will be provided and any relevant decisions about the Service) so that meeting the requirements of the Public Sector Equality Duty and the NHS Equality Delivery System is integral to any decisions which are made.

(* The four objectives of the Equality Delivery system are: Better health outcomes for all; Improved patient access and experience; Empowered, engaged and well-supported staff; Inclusive leadership at all levels.

(The five equality objectives for Nottinghamshire Police are: ensure equality and fairness is at the heart of everything we do, treat everyone individually and according to their needs, improve protection and support for those more at risk from crime and anti-social behaviour, be more open about what we do and improve the diversity of our workforce.)

5.2.8 The Contractor shall keep all appropriate documents and records in respect of the requirements of this section and shall provide those documents to the Commissioner within no more than ten working days of being requested to do so. This shall include but is not limited to:

- Information regarding the make up of the Contractor's workforce; any gender pay gap among the Contractor's workforce; recruitment and retention data for workers with a protected characteristic and grievances and disciplinary issues for workers with a protected characteristic.
- Information, documents and data on: the equality profile of service users; evidence of making reasonable adjustments; and other relevant data (for example, evidence to demonstrate compliance with the Public Sector Equality Duty and the requirements of the NHS Equality Delivery System; complaints from service users, disaggregated by the protected characteristics).

5.2.9 The Contractor shall assist the Commissioner in collating evidence (information, documents and data) in respect of meeting the requirements of both the NHS Equality Delivery System and the Public Sector General Equality Duty if requested to do so by the Commissioner and shall provide any information,

documents and data which have been requested as soon as is practicably possible and within no later than ten working days.

5.2.10 The Contractor shall notify the Commissioner immediately of any investigation of or proceedings or enforcement against the Provider in respect of the Public Sector General Equality Duty and/or discrimination claim and shall cooperate fully and promptly with any requests of the person or body conducting such investigation, proceedings or enforcement, including allowing access to any documents or data required, attending any meetings and providing any information requested.

5.2.11 The Contractor shall indemnify the Commissioner against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by the Commissioner arising out of or in connection with any investigation conducted or any proceedings or enforcement brought in respect of the Public Sector General Equality Duty and/or discrimination claim due directly or indirectly to any act or omission by the Provider, its agents, employees or sub-contractors.

5.2.12 The Contractor shall take all reasonable steps (at its own expense) to ensure that all employees employed in the provision of the Service do not unlawfully discriminate within the meaning of this section and shall impose on any sub-contractor obligations in terms not materially different to those imposed on the Contractor by this section.

5.2.13 The Contractor shall provide all reasonable support to the Commissioner to enable the Commissioner to comply with its obligations under both the NHS Equality Delivery System and equality law, including the proactive responsibility to comply with the Public Sector General Equality Duty. The Contractor is expected to comply with all reasonable written requests for auditing of the provider's compliance with equality and human rights obligations and shall give all reasonable assistance and facilities for such requests.

5.2.14 Tenderers are particularly made aware of the requirement to both promote a) equality and diversity issues within the workplace at all times as part of its business routines and b) undertake positive action where required with regard to under-represented community groups, in the event of being successful for award of Contract.

5.3 Interpreting Services

The Police will supply to all non English speaking detainees a professional translation during all consultations. Translations of materials describing procedures and clinical prognosis for the languages recommended by the Police as being the most common languages spoken by detainees will be the responsibility of the Contractor. The Authority/Policing Body will also supply to all British sign language speaking detainees a professional British sign language interpreter during all consultations.

5.4 Convenient Service Delivery

The Contractor is required to deliver a convenient service to detainees. This may include challenging the traditional models of service delivery as the clinicians will be delivering care within an essentially non - health environment in custody / hospital and other settings. It is expected that the Contractor will use innovation to make its service more convenient for detainees to access primary and in some cases traditionally secondary medical care.

The Contractor must offer a comprehensive range of consultation methods that include, as a minimum, face-to-face, telephone and email consultations with the custody staff and where appropriate with the detainee, as well as face to face consultations within the

custody suite or other designated locations. The range of consultation methods offered should enable the custody staff to ensure robust risk assessments, safety and security along with providing a high standard of direct clinical care to patients.

6 Appropriate and Responsive Care

6.1 Appropriate to Local Need

Generally, access and convenience are important aspects of a patient-centred service but it is also vital that the Services are appropriate and responsive to the needs of the local population. These principles equally apply when providing a service in the custody suite, with the additional requirements of the Police, which will include safety, security and forensics. The Contractor should design the Services around the needs of detainees and the custody staff.

To deliver a patient-centred service, the Contractor will need to engage detainees in the design and development of the Services. It must also ensure that the Services continue to be appropriate and responsive by involving detainees during the delivery of the Services.

The Contractor should also regularly consult with custody staff/SARC and should attend Custody Managers Meetings to ensure the needs of the Police are being met. Formal mechanisms for this process must be developed.

The Contractor must have a system and processes in place to evaluate and continually improve detainee satisfaction rates.

6.2 Continuity of Care and Clinical Staff Skill Mix

The Contractor will be required to deliver the Services using the most appropriate HCP to address the needs of detainees. In particular, the Contractor must provide appropriate care for detainees who are frequent users of other local clinical services and who may require continuity of care. These patients may include those who:

- have long-term conditions;
- frail elderly,
- experience emotional or mental ill health,
- have a learning disability, autism spectrum disorder or communication difficulties,
- who frequently use a variety of services such as A&E, Police, Social Care;
- suffer with substance or alcohol intoxication and / or dependence, this includes tobacco;
- have minor injuries;
- are pregnant;
- have communicable diseases i.e. TB, HIV etc,
- have head injury,
- are aggressive and violent, either verbally, physically or both.

The Contractor will be expected to have appropriate systems and processes in place to ensure that detainees receive continuity of care and that this is integral to their service proposal.

6.3 Children

The Contractor must deliver appropriate and responsive care to all children. This must be in accordance with the standards set out in the National Service Framework for Children, Young People and Maternity Services and any local protocols in Derbyshire.

The Contractor has a statutory duty to co-operate and support other agencies and relevant partners in improving the wellbeing of children and including protection from harm or neglect alongside other outcomes. These responsibilities are identified in the Children's Act 2004 – Section 10 and Section 11. Derby City and Derbyshire have separate Local Safeguarding Children Boards (LSCB's), though a number of the sub committees are joint.

Framework for identifying these duties and monitoring of performance come through the Children Act 1989 and 2004, Framework for the assessment of children in need 2000, Working Together to Safeguard Children 2010 (this will be updated through a consultation process during the Summer of 2011, and new Working Together released in late 2011) Information Sharing Guidance 2009 and NICE Guidance on when to suspect child maltreatment, 2009. The two Safeguarding Children Boards in Derbyshire have one set of Child Protection Procedures.

It is unlikely that the Contractor will be in direct contact with children under the age of 10 years old, within the custody suite. The Contractor will however, work directly with children and young people up to the age of 18 years and will need to take account of the child/young person's vulnerability and needs in terms of custody arrangements, bail arrangements and information sharing. In situations where children/young people require specialist support services e.g. drug/alcohol services, contraception and sexual health services, mental health services and counselling services, there should be clear protocol to refer children / young people on to appropriate healthcare and liaison with the child/Young person GP. However, consideration must be given to safeguarding children when the Contractor is dealing with adults in custody who may be parents or carers.

The Contractor must ensure that all HCPs who provide care to children are trained in the local Safeguarding Children's Boards policies in line with Intercollegiate Document 2010 and any other relevant processes relating to concerns about the welfare of a child. This includes Common Assessment Framework (CAF); referral to Social Care for assessment and information sharing with other agencies such as Youth Offending Teams.

In the case of child victims of alleged neglect, physical or emotional abuse, the HCP may be requested to attend a location where the examination of the child is undertaken by a paediatrician. In such circumstances the role of the HCP will be to assist the paediatrician in the taking of samples and giving of statements. It should be noted that in most cases children prefer a female HCP. Where concerns exist with regard to alleged sexual abuse, the case will be referred to the local relevant health service through Children Social Care. The Contractor must have due regard to this when recruiting and arranging cover by HCPs that sufficient female HCPs will be available. An officer will be present during the examination.

6.4 Vulnerable Adults

The Contractor must deliver appropriate and responsive care to all adults, including provision for those deemed to be vulnerable. This could include those with learning difficulties, victims of domestic violence, asylum seekers etc. This must be detailed within their own adult safeguarding protocol and also must be in accordance with local Safeguarding Boards Policies and Procedures.

The Contractor must ensure that all HCPs who provide care to vulnerable adults are trained in the local and national NHS and Police policies and any other relevant processes relating to concerns about the welfare of a vulnerable adult. This includes referral to Social Care for assessment and information sharing with other agencies such as Mental Health Trusts or Substance Misuse Teams.

In the case of persons detained under Section 136 of the Mental Health Act 1983 the HCP, together with an Approved Mental Health Practitioner who will be contacted by the officer, will undertake a full assessment of the detainee.

6.5 Clean and Pleasant Environment

The Contractor must ensure that they deliver the Services from a clean and pleasant environment that meets National Patient Safety Agency (NPSA) standards for Infection Control. The Provider must also maintain a safe and hygienic environment for staff and patients. The Contractor must ensure that patients are treated with dignity and respect.

6.6 Patient Dignity and Respect

The Contractor should deliver the Services from an environment that treats every detainee as a valued individual, with respect for their dignity and privacy. The Contractor must:

- ensure that the provision of the Services and the premises protect and preserve detainee dignity, privacy and confidentiality;
- allow detainees to have their personal clinical details discussed with them by a person of the same gender, where required by the patient and if reasonably practicable; provide a chaperone for intimate examinations to preserve dignity and cultural norms; and
- ensure that all HCPs behave professionally and with discretion towards all detainees and colleagues at all times.

6.7 Infection Prevention & Control

The Contractor must ensure that it has appropriate arrangements in place for cleanliness and infection prevention and control.

The Contractor will be required to demonstrate compliance with the Health and Social Care Act 2008 "Code of Practice for health and adult social care on the prevention and control of infections and related guidance")."²

The Contractor shall:

- ensure systems are in place to manage and monitor the prevention and control of infection
- provide and maintain a clean and appropriate environment that facilitates the prevention and control of infection to include appropriate hand hygiene facilities;
- adhere to policies that will help to prevent the spread of infection. This will include: Standard Infection Prevention & Control precautions, Single use devices, safe handling and disposal of sharps, Safe handling and disposal of waste, Cleaning, decontamination and maintenance of the environment, equipment and medical devices (this list is not exhaustive comprehensive guidance on policies can be found in the code of practice);
- ensure as far as practicable that staff are free of/and protected from exposure to infection that can be caught at work;
- ensure that people who have or develop an infection are identified promptly and receive appropriate treatment & care to reduce the risk of passing on the infection to others;
- ensure compliance with National Patient Safety Agency (NPSA) and NICE including with regards to waste management issues.

6.8 Safe delivery of the Services Through a Learning Environment

² http://www.nice.org.uk/pdf/infection_control_fullguideline.pdf dh.gov.uk/publications

Patient safety must be critical for the Contractor. The safe delivery of clinical services is only possible when the leadership structure and governance is fit for purpose. It is important that the clinical and organisational lines of accountability end at the same level within the Contractor organisation. This must be at the highest level within the organisation. The Contractor will be expected to promote a culture of learning within its organisation.

6.9 Clinical Leadership

Good clinical leadership is key to promoting patient safety and to improving quality of care. The Contractor must have clinical leadership at three levels:

- *Organisational level:* there should be an Organisational Medical / Nursing Director at the highest level of the organisation whose main responsibilities are to put quality of care at the heart of the Contractor's aims, and to provide a framework for Clinical Governance (CG) and support for those delivering the Services. This person carries corporate/organisational responsibility for the organisation's activities. Clinical Governance will be integral to the healthcare services provided and there will be a support structure to ensure that the care given is of a high quality and clinically safe.
- *Local level:* there should be a Local Medical / Nursing Director, whose responsibility is, to provide the clinical leadership required for delivery of the Services at a local level, ensuring that key systems are in place for quality primary and secondary medical care within custody suites.
- *Service delivery level:* there should be a Director of Clinical Services whose responsibility is to provide clinical leadership for the delivery of a particular type of clinical service, such as mental health, substance misuse or minor injuries provided at all sites. This person will have specialist knowledge of the particular clinical service and will be able to identify the key processes that should be in place to deliver the Services

6.10 Integrated Governance

Governance is a mechanism to provide accountability for the way an organisation manages itself. CG is a system through which healthcare organisations are accountable for continuously improving the quality of their services and safe-guarding high standards of care, by creating an environment in which clinical excellence will flourish. CG should be integrated into the organisation's whole governance arrangements. Integrated Governance (IG) is a collation of systems, processes and behaviours by which healthcare organisations lead, direct and control their functions in order to achieve organisational objectives, safety and quality of service and in which they relate to patients and carers, the wider community and partner organisations. The Contractor is required to have, or adopt, a system of IG, that incorporates key elements of CG and organisational learning, to ensure that there is the safe delivery of the Services to patients.

6.11 Clinical Safety & Medical Emergencies

The Provider will be expected to deal with medical emergencies safely and effectively with access to appropriately trained HCP, supported by suitable equipment and in-date emergency drugs. All HCPs and where appropriate, custody staff should undergo training to ensure safe use of the equipment.

The contractor must:

- Ensure the availability of appropriate HCPs who are able and available to recognise, diagnose, treat and manage patients with urgent or life-threatening conditions at all

times;

- Ensure policies and protocols are in place to address how to manage medical emergencies when HCPs are present within the custody suite and when they are not;
- Possess the equipment and in-date emergency drugs, including oxygen, to treat life-threatening conditions such as anaphylaxis, meningococcal disease, suspected myocardial infarction, status asthmaticus and status epilepticus;
- Pass all life threatening conditions to the ambulance service as soon as possible by dialling 999 and requesting the ambulance service; and
- Adhere to any national or local guidelines relating to clinical safety and medical emergencies in primary care.
- Protocols must be developed to ensure the availability of Methadone where clinically indicated.

6.12 Incident Reporting

Most problems affecting patient safety occur as a result of weaknesses in systems and processes, rather than the acts of individuals. The Provider must ensure that incidents are reported, investigated and analysed appropriately (including an analysis which is disaggregated by equality groups) so that suitable lessons are learned and action follows.

The provider must have a system to grade the incidents according to their severity and a process to fast track the management of these incidents. All serious incidents must be reported. A serious incident is defined as any event that causes or has the potential to cause serious damage or loss, injury, mental trauma, unexpected death or where there could be external agency involvement, major litigation and/or media interest.

For incidents that meet the definition in section 3 of the commissioner's "Policy for the Reporting and Management of Serious Incidents" (March 2012), the provider must with comply with the reporting and investigation requirements of this Policy.

If the provider does not have access to the DOH's Strategic Executive Information System (STEIS) to report these incidents, they must inform the commissioner, who will then report the incident onto STEIS on their behalf.

The Provider must have a system for collecting data on adverse incidents. In primary medical care, adverse incidents should include, but are not limited to, incidents relating to³:

- Death occurring within the custody suites;
- Patient complaint;
- Patient suicide;
- Section under Mental Health Act;
- Prescribing-related events;
- Nursing-related events;
- Medical-related events;
- Incidents pertaining to forensic samples;
- Pharmacy errors or 'missing' medications (For medicines involving controlled drugs there should be a link to sharing any controlled drug concerns/intelligence with the Constabulary controlled drug liaison officer who can in turn share with the Local Intelligence Network etc.) The Responsible Officer for Controlled Drugs also needs to be informed;
- Other medical;

³ Cox SJ and HoldenJD. A retrospective view of significant events reporting one district in 2004-2005. *British Journal of General Practice* 2007; **57** (542): 732-36.

- Other administrative; and
- Other incidents.

The Provider must have a system in place to analyse the type, frequency and severity of adverse incidents, in a systematic and detailed manner to ascertain any lessons learnt about the quality of care and to indicate changes that might lead to future improvements.⁴ It will be expected that the Provider will produce quarterly reports.

The Provider must have a culture that encourages and supports HCPs to report adverse incidents. There are three types of adverse incidents that should be reported:

- Incidents that have occurred;
- Incidents that have been prevented; and
- Incidents that might happen.

The Provider should be committed to learning from adverse incidents to improve the quality of care for patients.

The Provider must give notification to Nottinghamshire Police/ NHS Nottinghamshire (Director of Public Health) of all emergency admissions or deaths of any patient covered under the Services, where such admission or death is or may be due to the care given by the Provider. This must be reported immediately to the custody officer.

6.13 Effective Delivery of the Services

It is vital that the Contractor delivers services effectively to patients. The Contractor is required to meet, as a minimum, the following clinical standards:

- Care Quality Commission (CQC)⁵,
- Accreditation and registration criteria for the NMC and GMC.

Furthermore, the Contractor must also adhere to the standards required by the Police. The Contractor is required to meet, as a minimum, the following standards:

- Police and Criminal Evidence Act, 1984 (PACE),
- The Safer Detention and Handling of Persons in Police Custody, 2006 (SDHP).

6.14 Care Quality Commission (CQC) Essential Standards of Quality and Safety

The CQC sets out the level of quality that all organisations providing NHS care in England are expected to meet. The Provider will be expected to comply with the CQC regulations and register with them when required. The registration system will focus on outcomes and experiences that people expect to have as a result of the care they receive. The aim of registration is that people can expect services to meet the essential standards of quality, to protect their safety and respect their dignity and rights wherever care is provided.

⁴ Pringle M, Bradley CP, Carmichael CM, *et al.* *Significant event auditing*. Occasional paper 70, London: Royal College of General Practitioners, 1995

⁵ http://www.dh.gov.uk/prod_consum_dh/idcplg?idcService=GET_File&dID=19479Rendition=Web

The Contractor must show that it is meeting the essential standards of quality and safety in all of its regulated activities. The essential standards of quality and safety are focused on outcomes, the outcomes are grouped in to six main headings:

- Involvement and information,
- personalised care, treatment and support,
- Safeguarding and safety,
- Suitability of staffing,
- Quality of management,
- Suitability of management.

Bidders can obtain further information on the CQC from <http://www.cqc.org.uk>

6.15 Accreditation and Registration Criteria for the NMC and GMC.

The Contractor must provide training and education for doctors and nurses to ensure they are clinically competent and fulfil the training and development needs of their professional body, the Police and their employers organisation.

The Contractor must ensure that it complies with the requirements of the Postgraduate Medical Education and Training Board (**PMETB**), postgraduate medical deaneries, Nursing and Midwifery Council (NMC); higher education training providers and any other relevant training bodies, to take on training placements.

The Contractor must ensure all HCPs have completed additional competencies and qualification such as Section 12 Approval under the Mental Health Act 1983 and they should be encouraged to obtain the Diploma in Medical Jurisprudence. (SDHP, App 11)

Nurses should have meet the standard of AFC Band 6 as a minimum and have four years post registration experience including three years A&E, prison or custody experience and have completed an Intermediate Life Support Course. Furthermore, those who take on additional roles such as Prescribing and Emergency Nurse Practitioners should be appropriately registered with the NMC. Ideally, they should also have qualifications in substance misuse; mental health and minor injuries.

Paramedics must be hold a paramedic qualification, have a minimum of two years post qualifying experience and either custody or mental health experience. It would be desirable for them to hold the Emergency Care Practitioner qualification.

The provider will ensure that forensic physicians, nurses, and/or forensic medical examiners hold the relevant recognised forensic qualifications:

- FFLM Parts I or II; Diploma in Forensic and Clinical Aspects of Sexual Assault, RCOG Advanced Training in Specialist Medicine;
- In addition, paediatric skills when dealing with children.

In addition, ongoing support and training is necessary, for example:-

- monthly topic-based meetings;
- yearly Contraception and Sexual Health/STI training to support and maintain knowledge and competence;
- opportunities for new clinical staff to shadow examinations, and then to conduct examinations under the supervision of more experienced staff;
- opportunities for new doctors to have their statements reviewed by more

- experienced doctors, and to discuss forthcoming court cases;
- peer review (minimum 4 per year);
- yearly basic life support training, infection control;
- other professional training, e.g. teaching skills, risk management;;
- expert witness training course.

Doctors may also wish to study for formal qualifications, for example the Diploma in Medical Jurisprudence (DMJ).

6.16 Health Promotion and Disease Prevention

The Contractor will be required to deliver a service that is focused on health promotion and disease prevention and to demonstrate that they are aware of local health promoting services available within the community.

The burden of long-term conditions⁶, cancers, sexually transmitted infections and unwanted pregnancies is ever increasing and the Contractor will need to ensure that it has effective strategies for health promotion and disease prevention in place to tackle the lifestyle issues that underlie some of these diseases. These include, but are not limited to:

- Smoking;
- Alcohol;
- Obesity;
- Lack of exercise;
- Dietary habits; and
- Sexual behaviour.

The Contractor will be expected to identify and proactively screen and refer appropriately patients at-risk of developing long-term conditions, cancers and sexually transmitted infections as well as those more likely to have unwanted pregnancies. This should include referral to local stop smoking services, physical activity opportunities, IAPT etc.

6.17 Prescribing

The Contractor will be required to ensure that there is safe, and effective, prescribing and medicines management when delivering the Services to patients. It must ensure that all HCPs who prescribe, supply or administer medicines do so in accordance with relevant national and local guidance including, but not limited to, the following:

- relevant Pharmaceutical Acts and Directions regarding the handling of medicines including controlled drugs NICE, guidance and DH directives relating to prescribing;
- the Constabulary's prescribing formulary any differences to the local JAPC formulary should be agreed with the commissioners via the JAPC meeting;
- Good Prescribing Practice as defined by British National Formulary (BNF) and local Nottinghamshire guidance;
- shared care protocols agreed between the Authority/Policing Body and other secondary care NHS providers;
- Patient Group Directions, such as emergency contraception & antibiotics agreed via JAPC;
- Guidance from the Royal Pharmaceutical Society of Great Britain on the safe and secure handling of medicines⁹;
- comply with all legislation related to the management of controlled drugs.
- notify the Controlled drug Accountable Officer of any incidents related to controlled drugs and attend the Controlled Drug Derbyshire Local Intelligence Network.

⁶ Long-term conditions are those conditions that cannot, at present, be cured, but can be controlled by medication and other therapies.

There are some general principles that the Contractor will be expected to comply with. The Contractor must:

- Not exceed its prescribing budget as set by the Police each year;
- Have a high prescribing rate for generic, non-branded drugs; and
- Have a system that ensures links with the community and custody to share information about medications administered where appropriate, also how they obtain information from patients GP's regarding prescriptions.

6.18 Referrals and Admissions

It is important that the Contractor delivers the Services in an effective manner. Ensuring that referrals to other local services are appropriate and that there is a suitable use of local emergency and urgent care services is vital for the effective use of local healthcare resources.

The key drivers for the Authority/Policing Body are the reduction of inappropriate attendances at local emergency and urgent care services and the reduction of unnecessary admission of detainees to local NHS Trusts. The Contractor must have systems and processes in place to manage and reduce the demand for these Services and will be expected to work in partnership with the Authority/Policing Body to do this.

Referrals may also be appropriate for a variety of local community services such as Social Care, Mental Health Trusts, General Practitioners, Substance Misuse Services, Probation, Youth Offending Teams and Voluntary Organisations. Pathways and Protocols for referral must exist to ensure continuity of care and reduce the 'revolving door' cycle of offending.

7. Conclusion of Examination

- 7.1 At the conclusion of the examination the HCP will briefly outline the results of the examination to the officer in attendance.
- 7.2 There drugs or medicine are prescribed by the HCP, only the smallest quantity necessary should be prescribed. In cases where the individual is in possession of his/her own medication, the HCP will be required to authorise, or not, the administering of that medication.
- 7.3 The officer in attendance will ensure that, where appropriate, the relevant forms will be fully completed by the HCP in a legible manner and without the use of abbreviations.
- 7.4 The stationery to be used in relation to the Contract will be determined by the Authority/Policing Body and may be the subject of changes as and when required. The Contractor will be advised of this requirement at the time the Contract is awarded.

8. Resulting from the Examination

- 8.1 Witness Statement - The Authority/Policing Body may request the HCP to provide a written witness statement concerning any examination undertaken by that HCP as part of this Contract. The request may be made at any time and the statement must be provided within 14 days of that request. The Authority/Policing Body will provide the witness statement form for the HCP to complete. The provision of a written statement will be deemed to be included in the service charge.

8.2 The Contractor should monitor the standard of witness statements produced by HCPs.

8.3 In connection with the performance of his/her duties in accordance with the Specification the HCP may be requested to attend Court as a witness. The HCP will be advised in writing and asked to submit details of convenient dates in line with Table 1. When a date for Court is fixed the HCP will be notified. Unless the Crown Prosecution Service requests the HCP to attend at a certain time on the Court date, the HCP will be allowed to be on standby. Under this arrangement the Provider will ensure that the HCP is contactable at any time to enable attendance at Court within 30 minutes.

8.4 In connection with the performance of his/her duties in accordance with the Specification the HCP may very occasionally be requested to attend as a witness at a police disciplinary tribunal which is usually held at Police Headquarters. The HCP will be advised in writing and asked to submit details of inconvenient dates. When a date for the tribunal is fixed the HCP will be notified. The cost of an HCP attending the tribunal will be deemed to be included in the service charge.

9. Organisation & Workforce

9.1 Introduction

This section sets out background information, the Contractor requirements and the required responses from the Tenderer in respect of workforce

9.2 Standards

The Contractor must ensure and demonstrate that it complies with all relevant workforce policies, processes, practices and indicators and complies with all relevant employment legislation and codes of practice applicable in the UK, including but not limited to the Equalities Act 2010 and the TUPE Transfer of Undertakings (Protection of Employment) Regulations 2006.

In addition, the Contractor must comply with the provisions of

- Care Quality Commission (CQC), and
- The Code of Practice for the International Recruitment of Healthcare Professionals (December 2004)⁷ (**The Code of Practice for International Recruitment** is only applicable where any international recruitment is planned and the commissioners workforce indicators.

9.3 Organisation

The Contractor must have in place an operational management organisation structure chart, which demonstrates the key operational management roles and responsibilities, reporting relationships and accountabilities.

The Contractor must have a designated role responsible for staff management and leadership and /or practice management.

9.4 Staffing Plan

The Contractor must have in place a detailed staffing plan that describes the staffing arrangements that will enable the delivery of the Services for the

⁷ <http://www.dh.gov.uk?assetRoot?04/09/77/34/04097734.pdf>

duration of the Contract.

Tenderers must include their proposed staffing plan for any new staff for the entire period of the Contract.

9.5 Contingency Arrangements

The Contractor must have in place contingency arrangements to ensure adequate, available cover in the case of any:

- Planned or unplanned increases in workload;
- Staff absences; and
- Medical emergencies.

10. Recruitment & Staff Development

10.1 Recruitment Policy

The Contractor must have a recruitment policy that supports the delivery of the Services. The Contractor's recruitment policy, strategies and supporting processes must promote equal opportunity and anti-discriminatory practice to enable them to attract and retain a high quality, competent workforce in adequate numbers, for the duration of the contract.

The Contractor's recruitment policy must include a process for ensuring that all required pre and post employment checks (including references) are implemented, and must ensure that any new staff that they propose to recruit will be suitably qualified, experienced and competent to deliver the Services safely and to a high quality.

The Contractor must ensure that all HCPs have the necessary training, qualifications, experience, current competence and English language communication skills to undertake their roles.

10.2 Appointments

10.2.1 New HCP appointments must first be notified to the Police Liaison Officer by providing the following details:-

- Full name (including previous names),
- Address or addresses (including previous addresses) over the last five years,
- Date and place of birth,
- Professional registration number,
- Details of any relevant experience as a medical practitioner,
- Any other relevant personal details requested by the Police Liaison Officer,
- A statement of any criminal convictions. Under the Rehabilitation of Offenders Act (1974) (exceptions) Order 1975 applicants are not entitled to withhold information about convictions which for other purposes may be considered to be "spent".

10.2.2 No HCP will be used in connection with this contract until security clearance has been given by the Police Liaison Officer.

10.2.3 Where an individual HCP is rejected following a security clearance, the Authority/Policing Body will not be required to give any details of the reason for the rejection.

10.2.4 All HCPs must be mentally and physically capable of providing those services and have no medical or physical infirmity which may pose a risk to those people who are examined.

10.2.5 All of the Contractor's HCPs will agree, as far as is practicable, with any instructions given by, and not unnecessarily obstruct, officers or staff of the Authority/Policing Body engaged in:-

- the investigation of crime
- the protection of life or property
- the obtaining and preservation of evidence

and in particular not act in such a way as might:-

- result in the loss or destruction of forensic evidence
- prejudice the evidential value of any such evidence
- prevent or interfere with the obtaining of evidence

by the questioning of any person who is medically fit for questioning.

10.3 Competency Assessment

The Contractor must have an appropriate competency assessment process that must include competency assessment tools, to assess the practical competency of all HCPs.

NHS PCT reserves the right to introduce specific appropriate competency assessment tools during the term of the Contract, which the Contractor will be required to include in their recruitment/induction processes.

10.4 Recruitment Agencies

The Contractor must ensure that any recruitment agencies that they propose to use will comply with the Safer Recruitment and the Code of Practice for International Recruitment (where there is any overseas recruitment)⁸.

10.5 Screening for Blood Borne Viruses

In order to minimise the risk of Blood Borne Viruses (**BBV**) transmission to both patients and staff, the Contractor must comply with the following health clearance requirements for all HCPs who will perform Exposure Prone Procedures (**EPPs**):

- Pre-employment BBV screening for all new HCPs involved in EPP;
and
- Ongoing BBV screening of all HCPs involved in EPPs.

The Contractor must have access to appropriate resources and facilities to conduct BBV screening where required.

All HCPs must be immunised against Hepatitis B, TB and Tetanus and provide documentary evidence, if required, with dates and results to the Police Liaison Officer.

10.6 Registration and Qualifications

The Contractor must ensure that all HCPs engaged in the delivery of the Services are registered with the appropriate regulatory body on the specialist register for the particular specialism in which they are practising.

⁸ The Provider should be aware that for international recruitment that is a DH approved list of recruitment agencies used by the NHS that adhere to the Code of Practice. Details can be found at <http://www.nhsemployers.org>

The Contractor must ensure that the professional registrations of all HCPs remain current for the duration of the contract.

The Contractor must ensure that all HCPs have the necessary training, qualifications, experience, current competency and English language communication skills to undertake their clinical roles⁹.

10.7 Doctors

The Contractor must ensure that all doctors:

- are registered with the GMC on the appropriate register;
 - are either members of the Royal College of General Practitioners, having passed the MRCGP examination or obtained Membership by Assessment of Performance (MAP)¹⁰; and
 - are listed on an appropriate Primary Medical Performers List¹¹
 - Include their work in custody medical services in their annual appraisal (this is in any case required as part of appraisal which is expected to cover the full scope of the doctors work)
 - Are provided with feedback through audit, other service improvement activity, to doctors on their performance, and support doctors to improve the quality of care provided
 - Inform the doctors Responsible Officer of any concerns about the performance of that doctor.
 - Either qualified with the Diploma in Medical Jurisprudence or equivalent or currently undergoing this training. (SDHP, App 11).

10.8 Nurses

As a minimum, the Contractor must ensure that all nurses:

- are appropriately registered with the Nursing and Midwifery Council (NMC),
- have a minimum of AFC band 6 or equivalent,
- have a minimum of four years post qualifying experience,
- should have a minimum of three years accident and emergency, prison, custody or mental health experience,
- should have completed the Intermediate Life Support Course. (above from SDHP App 11),
- should be capable of extended roles including venapuncture and suturing

The following are desirable:

All nurses should have the following skills. If they have not undergone training prior to

⁹ As set out in the Independent Healthcare National Minimum Standards (Standard A4.2), it is a requirement that all doctors are registered with the General Medical Council (GMC) on the appropriate GP Register of the "GMC" before they are allowed to practice independently in the General Practice.
<http://www.dh.gov.uk>

¹⁰ <http://www.rcgp.org.uk>

¹¹ See DH's Primary Medical Performers Lists (August 2004), especially Annex A. This advice should be read in conjunction with the NHS (Performer Lists) Regulations 2004 (Statutory Instrument 2004 No. 585) at <http://www.dh.gov.uk>

employment with the Contractor, the Contractor should ensure they are adequately trained utilising an accredited course and assessed as competent to perform these tasks:

- obtaining forensic samples, both non intimate and intimate,
- substance misuse qualifications,
- mental health qualification and must hold the relevant NMC qualification,
- prescribing and must hold the relevant NMC qualification,
- Emergency nurse practitioner and must hold the relevant NMC qualification.

The appointed Contractor shall review the current function of the Custody Nurse cover, to consider clinical supervision and an enhanced role subject to training possibly, to include:

- a) increased health needs assessment role, consider screening for learning disability and ASD/communication problems as part of the role;
- b) prescribing,
- c) liaising / referring to other services including primary care;
- d) some forensic duties- fitness to detain, for interview / release / collection of samples;
- e) full training in resuscitation.

10.9 Paramedics

As a minimum, the Contractor must ensure that all paramedics are:

- trained appropriately and hold a paramedic qualification,
- have two years post qualifying experience.

The following is desirable:

- emergency care practitioner qualification,
- obtaining forensic samples, both non intimate and intimate,
- suturing.

10.10 Allied Health Professionals

The Contractor must ensure that all allied health professionals (**AHPs**) must be registered with the Health Professions Council (**HPC**).

10.11 Non-Registereable Clinical Staff

The Contractor intends to use categories of HCPs who are not registered with a professional body, but who are directly involved in supporting the Services, the Contractor must ensure that these HCPs have the necessary training, qualifications, experience, current competency and English language communication skills to undertake their roles:

10.12 Induction

The Contractor must implement a comprehensive induction programme for all HCPs that will support their workforce strategy and the delivery of the Services.

The Contractor must also ensure that every member of HCPs is trained and assessed as competent during induction, to:

- Administer basic life support (**BLS**); a¹²
- Use automated external defibrillators (**AED**)

10.13 Clinical Staff Supervision

The Contractor must ensure that appropriate arrangements are in place for the supervision of all HCPs. For Doctors, this will include the conduct of peer reviews of each other's performance once a month to assess their own work, discuss clinical outcomes and specific cases of clinical importance for the team. The Contractor must ensure that this process is conducted in line with good audit practice.

10.14 Continuing Professional Development

As an underlying principle, the Contractor must deliver the Services in a learning environment. To this end, the Contractor must implement a continuing professional development (**CPO**) plan for all HCPs involved in delivering or supporting the delivery of the Services, which will:

- promote a patient-centred approach, including the dignity of the patient, carers and relatives;
- ensure that all HCPs involved in treating patients are appropriately skilled, trained and competent to carry out the roles required of them for the duration of the contract;
- ensure the safe, correct and up to date operation of all systems, processes, procedures and equipment;
- respond to individual training needs arising from HCPs' performance appraisal and clinical supervision;
- respond to the individual professional development needs of HCPs;
- support workforce strategies;
- comply with the provisions of SBH and equal opportunities and anti-discriminatory employment legislation; and
- meet the requirements of professional bodies for re-registration and revalidation.
- through continuing development ensure the Police Requirements are met e.g. forensic work and safety / security;
- Include for joint training opportunities should be promoted between the Police and the Contractor.

10.15 Training Placements

The Contractor must demonstrate commitment and available capacity to offer practical training placements within its facilities, for external HCPs, as required.

11. Staff Management

11.1 Staff Handbook

The Contractor must make available to all HCPs at commencement of service, a staff handbook that will include details of its:

Employment terms and conditions

- HR policies; and
 - Performance management policy.
- Safeguarding Children and Vulnerable Adults

¹² ITT Vol 2, Section 3.4.3

The Contractor must manage its HCPs based on principles of equal opportunity, anti-discriminatory practice, equity and fairness, communication and involvement and confidentiality.

11.2 Employment Terms and Conditions

The Contractor must set its own pay rates, terms, and conditions for its HCPs.

11.3 Performance

The Contractor must ensure that the performance of all HCPs will promote the quality and safety of the Services and the dignity and respect of patients. The Contractor must have in place a performance management policy and a performance appraisal system that supports their proposed workforce strategy and patient-centred approach and complies with all applicable legislative and prescribed requirements. The Contractor must ensure that their performance appraisal system is compatible with any requirements of the regulatory bodies for revalidation and re-registration.

The Contractor must manage the conduct and performance issues of all HCPs and must ensure that all HCPs have regular performance appraisals. The Contractor must be aware of the provisions for handling performance and conduct concerns of doctors in the NHS

11.4 Workforce Information

The Contractor must have workforce management information system which are capable of delivering any internal and external monitoring and workforce reporting requirements. The Contractor will be required to provide timely and accurate workforce reports.

The Contractor's workforce management information system must be capable of monitoring compliance with the Working Time Regulations.

11.5 Contract Management

The Contractor will be responsible for transition of the Services and will be required to propose a transition plan in respect of the workforce requirements.

The Contractor must maintain an operational management plan in respect of the workforce requirements throughout the term of the Contract.

12. General Undertakings and Obligations

12.1 It is an express condition that HCPs will, throughout the duration of the agreement, remain registered with their professional body and be authorised to practice.

12.2 It is also an express condition that any of the Contractor's HCPs will be and will remain throughout the duration of the agreement, either:-

- a fully subscribed member of a recognised professional medical defence organisation or
- covered by a current and valid policy of indemnity acceptable to the Authority/Policing Body, which shall be produced for inspection to the Area Co-ordinator. This must show confirmation of premiums paid, providing insurance against any liability that may occur as a result of:
 - appointment as an HCP,
 - the performance of or failure to perform any duty as a HCP.
 - any act or omission connected with the provision of HCP services.

- 12.3 HCPs must *have* appropriate transport to carry out their duties within the timescales specified.
- 12.4 Identification will be provided by the Authority/Policing Body and must be carried at all times when providing the Services.

13 Acting as an Expert Witness instructed by The Defence

- 13.1 The Contractor's HCPs will not appear as an expert witness instructed by the Defence in any criminal proceedings arising from any matter investigated or reported by any officer of Nottinghamshire Police, except in the following cases. The exceptions are:-
- Where the defendant concerned is or has been a patient of the HCP in another medical practice.
 - In any case where (a) the HCP has not had any involvement in the case in their capacity as a HCP and (b) the alleged offence occurred outside Nottinghamshire.
- 13.2 HCPs must notify the Police Liaison Officer before appearing as a witness instructed by the defence in cases which occur in the area of the Police.
- 13.3 HCPs must not appear as an expert or professional witness for the opposite party in any civil proceedings to which the Police is a party unless:-
- The party concerned is or has been a patient of the HCP in another medical practice or
 - The HCP has not had any involvement in the case in his/her capacity as an HCP and the matter, the subject of the proceedings arose outside Derbyshire.

14 Quality of Service - General

- 14.1 The Contractor shall provide the Services to a standard which is in all respects to the satisfaction of the Authority/Policing Body and complies in all respects with the Operational Requirements/Specification and Contract Conditions.
- 14.1 The Contractor must supply sufficient information or data to support a defence in the event of a complaint.
- 14.2 The Contractor must notify the Police Liaison Officer if any of his employees cease, for whatever reason, to be registered as a member of the appropriate medical organisation or become the subject of any disciplinary, health or performance proceedings before their governing professional bodies, whether or not arising from Services to the Authority/Policing Body.
- 14.3 The Contractor must notify the Police Liaison Officer if any of his employees are arrested, charged, summonsed or reported for any criminal offence other than a road traffic offence where a fixed penalty notice is served, or where the employee is the subject of a criminal investigation.
- 14.4 The Contractor must also notify the Police Liaison Officer if any of his staff accept an appointment which could conflict with the employee's duties as an HCP.
- 14.5 All detainees who have received a service from the HCPs must be informed of how to make a complaint, compliment or comment with

regard to the service they have received.

- 14.6 The Contractor shall ensure that it properly maintains all equipment which it is responsible for or brings on to police premises.
- 14.7 The Contractor shall institute and maintain a properly documented system of quality control which is capable of demonstrating that the correct Contract standards are being properly observed and maintained. The Contractor shall keep such logs as are necessary and regularly review / update as necessary its Strategic Plans with a copy forwarded to the Authority/Policing Body. The Contractor's quality monitoring system may supplement any monitoring that maybe required by the Authority/Policing Body but shall not be a substitute for it and shall not prejudice the issue of any instruction or default notice.

15 Vetting / Data Protection / Information Security

The Contractor shall meet all applicable security, vetting and information security requirements laid down by any authority including the Authority/Policing Body and shall have particular regard for the confidentiality and proper storage, handling and putting in place of proper secure measures for restricting access to data and personal records as appropriate / required.

The Contractor will review the sharing of information in conjunction with the Police and the NHS and develop a sharing of information protocol for working in custody locations which both protects confidentiality and enhances continuity of care.

The Contractor must ensure that all health data is captured by the FMEs as well as custody nurse staff. Data will need adding to both their own system which the Contractor is providing and the police's IT system. In doing so the Contractor shall ensure that it complies with the provisions of the Data Protection Act at all times.

The Contractor will also be required to act as the Data Controller in partnership with the NHS with regards to patient records, to ensure all staff are appropriately vetted and that it takes proper responsibility for all employees, agents and subcontractors as applicable.

16 Health & Safety / Environment

The Contractor must have a comprehensive health and safety policy that complies with the Health and Safety at Work Act 1974 and Management of Health and Safety at Work Regulations (1992). The Contractor must ensure that the health and safety policy includes:

- the written statement (as required by section 2(3) of the Health and Safety at Work Act 1974 and regulation 4 of the Management of Health and Safety at Work Regulations 1992) (or EU member state equivalent) of the organisation;
- the name and status of the person responsible for the implementation of the organisation's health and safety policy;
- a description of how the Contractor will manage its obligations in respect of health and safety at work; and
- a description of how health and safety responsibilities are allocated within the organisation.

In addition, the Contractor's policy must include a description of its approach to managing:

- Health and safety risks;
- Health and safety improvement measures;

- Occupational health;
- Working Time Regulations and safe systems of work;
- Staff consultation and counselling ;
- Safety audit;
- Accident reporting; and
- Health and safety record keeping and reporting;
- Infection control including isolation, communicable disease and clinical cleaning schedules / audits, disposal of clinical waste and sharps;
- Recorded checks and calibration of clinical equipment.

In addition, the Contractor's HCPs will comply with any policies, rules, procedures and standards of the Authority/Policing Body and the local NHS PCT which may be amended from time to time.

The Contractor shall take account of all relevant legislation, regulations and guidance as applicable, including but not limited to:

- Control of Major Accident Hazards (COMAH)
- Solvent Emission Directive (SED)
- Environmental Protection (Controls on Ozone-Depleting Substances) Regulations 2002
- Local Air Pollution Control (LAPC)
- Radioactive Substances Act 1993 (RAS93)
- Statutory Nuisance Regulations under the Environmental Protection Act 1990, Part III s.79
- Control of Pollution (Oil storage) (England) Regulations 2001
- Water Resources Act 1990
- Duty of Care
- Energy efficiency considerations- Climate Change Levy (CCL)
- Special Waste Regulations 1996
- Contaminated Land(England) Regulations 2000
- Water Industry Act 1991
- Waste Management Licensing Regulation 1994
- Clean Air Act 1993
- Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1998
- Health and Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999
- Workplace (Health, Safety and Welfare) Regulations 1992 Personal Protective Equipment Regulations 1992
- Manual Handling Operations Regulations 1992
- Handling Operations Regulations 1992
- Provision and Use of Work Equipment 1998
- Health and Safety (Display Screen Equipment) Regulations 1992
- Electricity at Work Regulations 1989
- Noise at Work Regulations 1989
- Control of Substances Hazardous to Health Regulations (COSHH) 1999
- Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995
- Health & Safety (First Aid) Regulations 1981
- Health and Safety (Information to Employees) Regulations 1989
- Health and Safety (Safety Signs and Signals) Regulations 1996
- Pressure Systems Safety Regulations 2000
- Control of Asbestos at Work Regulations 2002 (as amended)
- Dangerous Substances and Explosive Atmospheres Regulations (DSEAR) 2002

17. Business Continuity

The Contractor shall ensure that it has in place proper and robust systems for ensuring continuity of business both in terms of any immediate frontline operations at customer sites and also organisational back office support. The Contractor shall have a Business Continuity Plan which is regularly reviewed and tested with proper effective disaster

recovery / contingency arrangements in place to ensure ongoing performance of the Services with nil or minimal disruption.

18. Commercial Requirement - General

The Contractor shall ensure that it observes any Requirements that follow or are expressed elsewhere.

Within these Statement of Requirements (with particular regard to contract management and performance monitoring) or any conditions of a commercial nature as laid down in the Contract Conditions.

In particular in terms of commercial matters, the Contractor shall ensure that qualified / experienced / competent staffing levels are maintained at all times, matters such as TUPE are closely taken account of, that the Strategic Plans referred to in the Contract Conditions are regularly reviewed / updated and re-submitted to the Authority/Policing Body for approval as appropriate, that management information both generally and for the purposes of calculating service credits is produced promptly and that invoices contain as much detail as possible including any breakdowns of costs so as to allow for prompt payment.

Review Meetings will be held as stated further on and the Contractor will attend any further meetings during the course of the Contract as reasonably required by the Authority/Policing Body. Following award of Contract a series of implementation meetings will be held and the Authority/Policing Body and the NHS will review the Contractor's Implementation Plan.

During the course of the Contract the day to day routine monitoring and management of the Contract will be undertaken by the user department (criminal justice) in conjunction with the NHS, with the assistance of procurement and other specialists as required. Any matters concerning pricing or potential variation /amendment of the Contract should be referred to the appropriate Authorised Officer has made known on award of Contract) responsible for commercial and contractual matters however, including price reviews and variations for attention / decision.

19. Contract Management & Performance Monitoring

19.1 General

19.1.1 The Authority/Policing Body and the NHS shall undertake a system of formal service monitoring to ensure the Terms, Requirements and any other provisions of the Contract are being fulfilled.

19.1.2 The Contractor will collect and provide such data to the Authority/Policing Body's nominated Authorised Officers as made known to the Contractor on award of Contract, for timely circulation and consideration where necessary in order to assist in monitoring, managing and determination of future levels of service provision or promptly resolving areas of concern / under-performance.

19.1.3 The Authority/Policing Body shall appoint a Contract Monitoring Officer to act generally in the name of the individual Authority/Policing Body for the purposes of this Contract (the Authorised Officer). For the purposes of this Contract the day to day Contract Monitoring Officer (unless the Contractor is otherwise advised) will be the Custody Inspector at each site, with support from representatives of the CJS Department and Procurement function. The Authority/Policing Body shall give notice in writing to the Contractor of the identity of any person(s) so appointed and of the replacement of any such person. Until notice of replacement has been given to the Contractor, the Contractor shall be entitled to treat as the Authorised Officer the person last notified in writing to the Contractor as being the Authorised Officer. The

Authority/Policing Body may, from time to time, change their appointee as in 1(a) above, doing so in writing.

- 19.1.4 The Contractor shall ensure there is robust monitoring including where possible reporting of detainees on a population basis so as to allow the annual analysis of prevalence levels of people with mental illness, learning disabilities, ASD, other communication problems, drug and alcohol addictions, people entering custody under the influence of alcohol, re-offending following any health service provision, increased access to primary / social care services within the community, referrals to A&E, assertive referrals with outcome measures
- 19.1.5 The performance reporting and contract management system for this Contract maybe amended at any time at the sole discretion of the Authority/Policing Body.
- 19.1.6 The Contractor should be aware that whilst the Authority/Policing Body may from time to time undertake an audit of the Contract or a dip sampling of the Services performed (which the Contractor shall not unreasonably fail to comply with), the primary role for the routine collection of data to assist in the monitoring of the Contract rests with the Contractor. At the time of any agreed Review Meeting the Contractor's data along with the Authority/Policing Body's experiences to date under the Contract shall be reviewed and discussed. At the Annual Review particular attention will be paid to identifying potential reductions in costs and or where adjustments maybe required in respect of the current staffing profile.
- 19.1.7 Where there is any deficiency of a significant / serious nature in the carrying out or performance of the Services by the Contractor at any time during the course of the Contract, the Authority/Policing Body is entitled to require the Contractor to enter into a 'Remediation Improvement Plan' which will task the Contractor to remedy certain Service Delivery / Quality issues within a prescribed timescale and according to some agreed outcomes / targets etc as appropriate. Should the Contractor fail to remedy the problems forming part of the Remediation Improvement Plan the Authority/Policing Body may agree to extend the plan for a further period or seek such other remedies as available under the Contract Conditions for poor/non-performance. Unless agreed otherwise it is expected that ongoing performance monitoring / contract review meetings will be held quarterly and that performance data will be collected / reported on a monthly basis with Quarterly or Annual Review summaries as applicable. As a result Service Credits will be deducted monthly where applicable but any Remediation Improvement Plans will be looked at in Quarterly terms. Where the Contractor is required to enter into a Remediation Improvement Plan over more than two quarters in any 12 month period of the lifetime of the Contractor or where there is the re-occurrence of the same issue over more than one consecutive period the Authority/Policing body shall be entitled to terminate the Contract in accordance with the provisions of the Contract Conditions on the grounds of persistent default.
- 19.1.8 The Contractor shall also ensure that at all times it maintains an effective and well managed call handling service than can quickly route calls, log & deal with queries and ensure messages / actions are promptly and reliably followed through. The Contractor shall provide details of key contact numbers to the Authority/Policing Body's Authorised Officers on award of Contract.

20. Monitoring, Review and Liaison Meetings

- 20.1 The Contractor shall be responsible for monitoring his performance under the Contract and provide the Authority/Policing Body with full particulars of any aspects of his performance, including areas which fail to meet the Requirements of the Contract from time to time, unless otherwise notified in writing by the Authority/Policing Body.

- 20.2 The Contractor shall, taking into account all Requirements arising from the Contract, issue appropriate operating and procedural instructions in writing to all staff engaged in the Contract; these must be approved and copies provided to the Authority/Policing Body prior to issue.
- 20.3 The Contractor shall provide copies to the Authority/Policing Body of any instructions, which withdraw, notify or supplement any instructions prior to issue according to the Authority Policing Body instructions on who is to receive said copies.
- 20.4 The Contractor shall maintain such records in respect of the Contract as the Authority/Policing Body may reasonably require and shall on request produce them for inspection by the Authority/Policing Body.
- 20.5 The Contractor shall make available such records for the use by the individual Authority/Policing Body when required. They shall not be released, published or disposed of without prior consent of the Authority/Policing Body.
- 20.6 The Contractor shall as required by the Authority/Policing Body's representative to make written submission or presentations of the work done under the Contract in aid of any reviews or of the conduct of business at the locations.
- 20.7 Liaison meetings between the Authority/Policing Body and the Contractor shall be held as required by the Authority/Policing Body and the Contractor, but shall not be less than Quarterly initially and shall not at any time during the Contract be less than six (6) monthly. The Authority/Policing Body will make the necessary arrangements and produce agendas for these meetings, which will be held at premises determined by the Authority/Policing Body. A record of all meetings shall however be made by the Contractor and supplied to the Authority/Policing Body for approval before being circulated.
- 20.8 In any event there shall as a minimum be a serial of Annual Review for the duration of the Contract to the extent which continues.
- 20.9 The Contractor shall arrange for the attendance of such members of his staff and those of his subcontractors or his agents who may be required by the Authority/Policing Body to attend as necessary and who are empowered to make decisions on behalf of the Contractor if so required in connection with the performance of the Services under this Contract.
- 20.10 All management information and or other Reports required for any Review Meeting shall be produced by the Contractor and forwarded to the Authority/Policing Body's Authorised Officer(s) or such other nominated contact(s) as made known by the Authority/Policing Body to the Contractor, at least 2 weeks prior to the meeting taking place so as to allow proper time for circulation and effective consideration of the content and any issues involved.

21. Complaints

- 21.1 The Contractor shall submit on award of Contract a draft evaluation procedure for dealing with complaints, for approval by the Authority/Policing Body.
- 21.2 The Contractor shall, at the request of the Authority/Policing Body, in the places and in a form approved by the Authority/Policing Body, arrange for notices to be permanently displayed or circulated to locations giving information as to how suggestions and comments about the provision of the Services may be made.

- 21.3 The Contractor shall deal with any complaints received from whatever source in a prompt, courteous, professional, and efficient manner within 48 hours. The Contractor shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records will be forwarded to the designated individual prior to the next Review Meeting in the form of a management report for discussion at the liaison meetings.
- 21.4 Contractor shall be required to have in place a lessons learned system / process in place for learning from complaints and implementing recommendations.
- 21.5 The Contractor shall also be required to interact with all investigations carried out by the Police including by the IPCC with regard to dealing with complaints.
- 21.6 The Contractor must aim to provide professional and reliable Services to ensure detainees receive appropriate healthcare. However, in the event that detainees are not satisfied with the healthcare services provided, the Contractor must have an accessible, efficient and effective patient complaints procedure in place. This must be in accordance with relevant NHS and Police complaints procedures e.g. PACE, SDHP¹³ and NHS Complaints Regulations.
- 21.7 The format and type of media to be used for any Reports shall be as agreed between the Parties.
- 21.8 The Authority/Policing Body reserves the right to request such other data as it may require in connection with a complaint after submission of the initial report by the Contractor.

22. Contract variations

Any variation or amendments to the contract are subject to agreement in writing by both parties.

22. Glossary of Terms

Acronym	Definition
A&E	Accident and Emergency Department
ACPO	Association of Chief Police Officers
AED	Automatic External Defibrillators
AFC	Agenda for Chance
AHP	Allied Health Professional
BBV	Blood Borne Viruses
BCM	Business Continuity Management

BIA	Business Impact Analysis
BLS	Basic Life Support
BME	Black and Minority Ethnic
BNF	British National Formulary
BP	Blood Pressure
BSL	British Sign Language
CAF	Common Assessment Framework
CCJ	County Court Judgments
CfH	Connecting for Health
CG	Clinical Governance
CJS	Criminal Justice Service
COSHH	Control of Substances Hazardous to Health Regulations
CPD	Continuing Professional Development
CRR	Community Risk Register
CV	Curriculum Vitae
DH	Department of Health
ECG	Electrocardiogram
EEA	European Economic Area
Expos	Exposure Prone Procedures
EU	European Union
GMC	General Medical Council
GP	General Practitioner
GPSoc	General Practitioner Systems of Choice
HCP	Health Care Professional
HMIP/HMIC	Her Majesties Inspectorate of Prisons / Custody
HPC	Health Professions Council
ICD	International Classification of Disease
IG	Information Governance

IAPT	improving Access to Psychological Therapies
IM&T	Information Management and Technology Systems
ITT	Invitation to Tender
IVA	Individual Voluntary Agreements
MAP	Membership of Assessment Performance
MRCGP	Member of the Royal College of General Practitioners
NHS	National Health Service
NHS CD	National Health Service Classifications Service
NHS TS	National Health Service Terminology Service
NIC	National Intervention Classification Service
NICE	National Institute Health and Clinical Excellence
NMC	Nursing Midwifery Council
NPSA	National Patient Safety Agency
NSF	National Service Framework
OPCS	Office of Population Census and Surveys
PACE	Police and Criminal Evidence Act
PCT	Primary Care Trust
PMETC	Postgraduate Medical Education and Training Board
RPH	Royal Preston Hospital
RTA	Road Traffic Accident
SDHP	Safer Detention & Handling of Prisoners
SLA	Service Level Agreement
TUPE	Transfer of Undertakings (Protection of Employment)
VAT	Value Added Tax

Schedule 5
Standard Terms and Conditions

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1. DEFINITIONS & INTERPRETATION

- 1.1 'Authorised Officer' means the Chief Constable of Nottinghamshire Police or such senior representative(s) appointed by the Commissioner to act in the name of the Commissioner for the purposes of administering the Contract.
- 1.2 'Authorised Signatory' means any senior Officer of the Commissioner designated for this purpose.
- 1.3 'Business Day' any day other than a Saturday or Sunday or a public or bank holiday in England.
- 1.4 'Change in Law' the coming into effect or repeal (without re-enactment or consolidation) in England and Wales of any Law, or any amendment or variation to any Law, or any judgement of a relevant court of law which changes binding precedent in England and Wales in each case after the date of the agreement.
- 1.5 'Commissioner / Policing Body' means the Police and Crime Commissioner for Nottinghamshire and any successor body to the Commissioner, located in the ACPO East Midlands Region responsible for the tendering, award and purchasing the services and providing overall management (including the issue of any variations and modifications to Contract) of the Contract and for the undertaking of any commercial negotiations with the Contractor in connection with the Contract.
- 1.6 'Chief Constable' means the Chief Constable of Nottinghamshire Police.
- 1.7 'Commencement Date' means the commencement date stated in the Contract Particulars
- 1.8 'Contract' means the form of agreement concluded between the Commissioner and the Contractor, in respect of the provision of the Goods and or Services consisting of the following listed documents which shall be read as one document. In the event of ambiguity, conflict or contradictions between these documents the conflict will be resolved according to the following order of priority:
- the Contract Particulars (including the Schedules & documents therein) ;
 - the Special Conditions of Contract (Schedule 4);
 - the General Conditions of Contract;
 - the Tender except to the extent that any element of the Tender has been included in the Contract Particulars.
- 1.9 'Contract Conditions' means the General Conditions. and Special Conditions of Contract (Schedule 4).
- 1.10 'Contractor' means the person or firm or company who's Tender or other offer has been accepted by the Commissioner and includes the Contractor's employees, servants, agents, personal representatives, successors, permitted assigns and permitted Subcontractors. The term Contractor shall be deemed to include the term 'Tenderer'.

- 1.11 'Contract Manager' means the person named in the Contract Particulars as the contract manager and any replacement from time to time.
- 1.12 'Contract Particulars' means the document detailing the specific core terms agreed between the parties with regard to the Services which shall include but not be limited to the Pricing Schedule, Delivery Instructions, Commencement Date, Authorised Officer, Contract Manager, Key Personnel, Contract Period, and the Specification and relevant contract specific details of the Tender included in the document.
- 1.13 'Contract Period' means the period of the Contract set out in the Contract Particulars.
- 1.14 'Contract Price' means the sum payable in the Contract for the supply of the Goods and or the execution of the Services, as set out in the Contract Particulars. Unless otherwise stated, any reference to Contract Price shall be regarded as being exclusive of properly chargeable VAT which shall be separately accounted for.
- 1.15 'Employee' means any person employed by the Contractor to perform the Contract which will also include the Contractor's servants, agents, voluntary and unpaid workers and subcontractors and representatives or, in respect of clause 31 (TUPE and Re-Tendering) and any other TUPE obligation, an individual employed by the Contractor in the performance of the Services.
- 1.16 'Free Issue Materials' means where for the purpose of the Contract the Commissioner issues certain materials free of charge to the Contractor solely for use in relation to the Contract, but ownership is retained by the Commissioner.
- 1.17 'General Conditions' means these general conditions of Contract.
- 1.18 'Goods' means all goods, materials or articles which the Contractor is required to supply under the Contract and all parts, components and materials incorporated in them.
- 1.19 'Contractor Key Personnel' means those persons named in the Contract Particulars as being key personnel and any replacement from time to time under clause 9.1.3.
- 1.20 'Initial Term' means the initial period for which any Contract awarded shall remain in place from the Commencement Date as indicated in the Invitation to Tender and subsequently specified in the Contract Particulars. At the end of the Initial Term the Contract may be renewed for a further period(s) as again indicated in the Invitation to Tender and specified in the Contract Particulars, subject to satisfactory performance of the Contractor and at the sole discretion of the Commissioner.
- 1.21 'Materials' means any material, plant, equipment, vehicles, article or things which are to be used or provided by the Contractor as part of or in connection with the performance of the Services, but excluding Free Issue Materials provided by the Commissioner.
- 1.22 'Nominated Officer' shall mean the Chief Constable or any senior representative(s) appointed by the Chief Constable for the day to day contract management and dealing

with the Contractor.

- 1.23 'Police Force' shall mean Nottinghamshire Police which may potentially raise individual orders for Goods and Services in accordance with the requirements of the Contract let by the Commissioner.
- 1.24 Pricing Schedule means the schedule from the Tender detailing the pricing as detailed in the Contract Particulars.
- 1.25 'Purchase Order' means an official purchase order raised against the Contract by the Commissioner.
- 1.26 'Replacement Contractor' any company, organisation or person who replaces the Contractor following termination or expiry of all or part of this Contract.
- 1.27 'Services' means any service or works to be performed under the Contract, such other documents forming part of the Contractor's Tender as referred to in Schedule 1 as forming part of the Specification whether related to the Goods or otherwise and includes any Materials.
- 1.28 'Special Conditions of Contract' means any special conditions notified in advance to the Contractor by the Commissioner.
- 1.29 'Subcontractor' means any contractor engaged by the Contractor with the consent of the Commissioner under Clause 28.1.
- 1.30 'Tender' means the tender submitted to the Commissioner by the Contractor relating to the Goods and/or the Services to be supplied or performed under this Contract.
- 1.31 'the Parties' means the Commissioner and the Contractor.
- 1.32 'the Annual Review' means the formal review of the Contract between the Commissioner's Authorised Officer and the Contract Manager, which will be convened at the Commissioner's offices on or around the anniversary of the Commencement Date.
- 1.33 'the Commissioner's Premises' means the premises, sites or locations where the Goods are to be delivered and/or at which the Services are to be performed as specified in the Contract which may include the Commissioner's Premises.
- 1.34 "TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- 1.35 References to any enactment, order, regulation or other similar instrument shall be interpreted as a reference to the enactment, order, regulation or instrument as amended, consolidated, modified, extended, re-enacted or replaced.
- 1.36 In the Contract documents in the masculine shall include the feminine and neuter, the singular shall include the plural and vice versa.

- 1.37 References in the Contract to 'Goods and Services' shall include reference to either Goods or Services and shall include works of a small nature.
- 1.38 Reference in these General Conditions to a clause, condition or paragraph shall mean reference to a clause, condition or paragraph of these General Conditions unless it is stated otherwise.
- 1.39 Headings to Clauses are included for convenience only and shall not alter the interpretation of the Clause.
- 1.40 The parties agree that the provision of paediatricians for the undertaking of joint examinations is outside the scope of this Contract unless agreed otherwise by the parties during the course of the Contract at a later date in which case agreement over the precise nature of the service to be carried out by the Contractor and the costs payable by the Commissioner in respect of the carrying out of these specific services will need to be mutually agreed, having regard for the Contract Conditions where applicable. Neither is the requirement for deep cleaning by the Contractor envisaged by the Commissioner as being necessary under this Contract, but in the event that this service is required to be performed at any time during the Contract by the Commissioner for whatsoever reason and the Contractor has been prior informed of this, the Contractor shall not unreasonably refuse to carry out such services and the sum payable by the Commissioner to the Contractor for the carrying out of this particular service shall be as tendered by the Contractor which shall be in addition to the Fixed Core Monthly Charge.

2. INCORPORATION OF GENERAL CONDITIONS INTO THE CONTRACT

- 2.1 These General Conditions shall be incorporated in the Contract made by the Commissioner for the purchase of Goods and/or Services unless they are specifically excluded in accordance with Clause 2.3 below and shall apply as long as they are not inconsistent with any Special Conditions of Contract (Schedule 4). If the General Conditions and Special Conditions of Contract conflict, then the Special Conditions of Contract shall prevail.
- 2.2 These General Conditions shall apply to all aspects of the Contract to the exclusion of all other terms and conditions (including any printed conditions appearing on any acceptance form, delivery form, invoice or other documents received from the Contractor) except by variation as set out in Clause 2.3 below.
- 2.3 The Parties shall not be bound by any change, relaxation of, or addition to these General Conditions except as agreed in writing by the Commissioner and the Contractor.
- 2.4 Each Purchase Order raised shall be treated as an offer by the Commissioner to enter into a Contract for the Goods and/or Services, subject to these General Conditions and any Special Conditions of Contract.
- 2.5 The Contractor shall be deemed to have examined the requirements specified, and these General Conditions of Contract. No claim from the Contractor for additional payment shall be allowed on the grounds of misinterpretation of any matter relating to the requirements specified in these General Conditions of Contract on which the Contractor

could reasonably have satisfied itself beforehand.

- 2.6 The Contractor shall be deemed to have satisfied himself before submitting his tender as to the accuracy and sufficiency of the rate and prices stated by him in his tender which shall (except in so far as it is otherwise provided in the Contract) cover all his obligations under the Contract and shall be deemed to have obtained for himself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect his tender.

3. LABELLING AND PACKAGING

- 3.1 The Goods shall be packed and marked in a proper manner and in accordance with the Commissioner's instructions, any statutory requirements and any requirements of the carriers. The Goods shall be marked with the order number, the net, gross and tare weights. The content details shall be clearly marked on each container and all containers of hazardous Goods and all relevant documents shall bear prominent and adequate warnings. Without prejudice to the provisions of Clause 19 of these General Conditions, which shall apply to a breach of this condition the Contractor shall for the avoidance of doubt indemnify the Commissioner in connection with any breach of this General Condition.
- 3.2 All packaging materials will be treated as non-chargeable and non-returnable for credit.

4. PASSING OF PROPERTY AND RISK

- 4.1 The Contractor shall retain risk in the Goods until such Goods are delivered to the Commissioner during their normal business hours. The Contractor shall retain ownership of the Goods until he has received payment for the Goods. If the Commissioner rejects any Goods under Clause 6 of these General Conditions, ownership of and risk in the Goods shall not pass from the Contractor on delivery.
- 4.2 When ownership in the Goods is passed to the Commissioner in accordance with these General Conditions it is without prejudice to any right the Commissioner may have to reject the Goods in accordance with these terms and conditions.

5. DAMAGE IN TRANSIT

- 5.1 When any consignment of Goods is despatched by the Contractor to the Commissioner the Contractor shall send an advice note to the Commissioner at the Commissioner's Premises, which specifies the means of transport, the place and date it will be despatched as well as the number of packages, their weight and volume. If any Goods are damaged in transit or fail to be delivered to the Commissioner the Contractor shall free of charge, and as quickly as possible, either repair or replace the Goods, as decided by the Commissioner, provided that the Commissioner:
- 5.1.1 give notice to the Contractor that the Goods have been damaged within 3 days of delivery;
 - 5.1.2 shall advise the Contractor if the Goods are not delivered within 10 days of the date notified for delivery (as long as the Commissioner has been told of the date the Goods were despatched).

6. REJECTION AND BREACH

- 6.1 If the Contractor supplies any Goods or uses any Materials which in the opinion of the Commissioner are inferior or not in line with the Specification or any other obligations under the Contract, or are not of the required quality, the Commissioner shall be entitled at its discretion, regardless if any part of the Goods have been accepted, to:
- 6.1.1 set aside the Contract or Purchase Order;
 - 6.1.2 reject the Goods (all or some only) and return them to the Contractor at the risk and cost of the Contractor on the basis the Contractor shall refund the Commissioner immediately;
 - 6.1.3 give the Contractor the opportunity at his own expense to either remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - 6.1.4 refuse to accept any further deliveries of the Goods without any liability to the Contractor being incurred;
 - 6.1.5 carry out at the Contractor's expense any work necessary to make the Goods comply with the Contract; and
 - 6.1.6 purchase all or part of the Goods or similar goods from a third party and in each case claim and be paid by the Contractor such reasonable costs of procuring the Goods or similar goods
- 6.2 The Contractor must remove rejected Goods within 7 days of notice of rejection served by the Commissioner and if not removed, such Goods may be removed or sold or otherwise disposed of by the Commissioner. Any reasonable expense incurred by the Commissioner shall be paid to the Commissioner by the Contractor within 7 days of demand. The Commissioner will not be liable in any way for injury to or deterioration or loss of rejected Goods. Payment shall not affect the Commissioner's rejection rights.
- 6.3 On delivery the Commissioner reserves the right to mark the Goods in a manner that will not damage the Goods immediately. This is carried out for security purposes and the Commissioner shall not be considered to have accepted the Goods by doing this and the Contractor will not be entitled to raise any subsequent rejection of the Goods on this ground.
- 6.4 If the Contractor shall be in breach of any of his obligations, in particular in breach of Clauses 10 and 11 the Commissioner shall be entitled to give the Contractor notice in writing immediately to make good the breach.
- 6.5 If the Contractor fails to comply with any notice issued subject to Clause 7.4 above within 7 days of receiving it or such longer period as the Commissioner may allow in

writing knowing the nature of the breach, the Commissioner shall be entitled immediately to terminate the Contract and either carry it out itself or employ others to carry out the Services not performed by the Contractor at the Contractor's own risk and cost.

- 6.6 On termination of the Contract the Commissioner shall not be under any obligation to pay the Contractor any further sums until such time as the whole of the Services (which were to have been provided under the Contract) have been completed. On completion of the Services the Commissioner shall pay the Contractor, or be entitled to recover from the Contractor, the difference between the sums due to the Contractor in accordance with the Contract up to termination and the cost incurred by the Commissioner in completing the Services as well as any direct damages suffered by the Commissioner arising from the Contractor's default.

7. DEFECTIVE GOODS

- 7.1 If the Goods or any part of them are proved to be defective during a period of 6 months from delivery or 6 months from putting them into service, the Commissioner may, at its sole option, require the Contractor to replace or repair the defective Goods. The Contractor shall replace or repair the defective Goods at its own cost and expense, immediately upon demand and if for any reason the Contractor is unable to do so, the Commissioner may arrange for such replacement or repair and the Contractor shall immediately on demand, reimburse the Commissioner, for all costs and expenses incurred. Further, the Contractor shall pay, discharge and indemnify the Commissioner against all actions, suits, claims, demands, losses, charges, costs and expenses suffered by the Commissioner, arising from or in connection with the supply of any defective or damaged Goods, including any return costs.

8. WARRANTY

- 8.1 The Contractor warrants to the Commissioner that the Services will be provided:

- 8.1.1 with all reasonable skill, care and diligence in a good and workmanship manner in accordance with the Contract and in particular, any requirements laid down in the Specification.
- 8.1.2 by adequately trained, qualified, industrious and honest personnel, to the standards of service required under the Contract and that at all times during the Contract Period there are sufficient persons of the abilities and skills required in order to complete the Services in a proper and workmanship manner according to any Contract Programme and the Specification.
- 8.1.3 by Key Personnel (if any) who shall not be released from providing the Goods and/or Services permanently without the agreement of the Commissioner, except by reason of sickness, maternity leave, paternity leave, termination of employment or because they have been requested to do so by the Commissioner, or the element of the Services in respect of which the individual was engaged has been completed to the Commissioner's satisfaction or other extenuating circumstances explained to the Commissioner. Any replacements

for the Contractor's Key Personnel shall be subject to the agreement of the Commissioner and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by the Contractor; and in a way that the Contractor takes every reasonable precaution to safeguard the Commissioner's property entrusted to the care of the Contractor.

- 8.1.4 without prejudice to the Commissioner's rights to terminate under clause 23 (Termination), if any of the Services supplied are not in accordance with the Contract, the Commissioner shall be entitled to:
- 8.1.5 require the Contractor to provide replacement Services in accordance with the Contract as soon as reasonably practicable and in any event within fourteen (14) days of a request to do so; or
- 8.1.6 subject to clause 19 (Indemnity and Insurance) require repayment of the proportion of the Contract Price which has been paid in respect of such Services together with payment of any additional expenditure over and above the Contract Price reasonably incurred by the Commissioner in obtaining replacement Services.

9 HOW TO CARRY OUT THE SERVICES AND RELATED PERSONNEL MATTERS

- 9.1 The Contractor must first obtain the prior written permission of the Commissioner before delivering any Goods or Materials to or commencing Services at the Commissioner's Premises. This shall be in addition to the requirements of Clause 3.1 of these General Conditions.
- 9.2 The Contractor shall not have exclusive access to the whole or any part of the Commissioner's Premises but only as much as he needs to carry out the Services. The Contractor shall co-operate with such other people as the Commissioner may reasonably require.
- 9.3 The Commissioner shall have the power at any time during the progress of the Services to order in writing:
 - 9.3.1 the removal of any Materials or Goods from the Commissioner's Premises which in the opinion of the Commissioner are either hazardous, noxious or in breach of the terms of the Contract; and/or
 - 9.3.2 the substitution of suitable Materials; and/or
 - 9.3.3 the removal and correct installation or completion (despite any previous or interim payment made) of any Materials, Goods or Services which is not in the Commissioner's opinion in line with the Contract.
- 9.4 When the Contract for Services is completed the Contractor shall take all plant, equipment and unused Materials and clear away all rubbish and leave the Commissioner's Premises neat and tidy.

- 9.5 The Commissioner must be able to inspect and test the progress of the Services at any time whether at the Commissioner's Premises or at the Premises of the Contractor or any Subcontractor and to reject any work which is in breach of the Contract. The Contractor shall immediately replace or re- execute any work rejected. Any such inspections or testing shall not relieve the Contractor of any of his obligations under the Contract.
- 9.6 If the Commissioner so indicates the Contractor shall take all reasonable steps to prevent unauthorised people being admitted to the Commissioner's Premises. Where the Commissioner informs the Contractor that certain individuals are not to be admitted or are to be removed from the Commissioner's Premises (including persons involved in or to be involved in the performance of the Contract) it is the Contractor's responsibility to remove the said individuals. Any security documents, including security passes issued to those individuals who have been removed from the Commissioner's Premises shall be returned to the Commissioner by the Contractor immediately. The Contractor must also replace any person who has been removed under this clause with someone with similar skills.
- 9.7 The Contractor shall provide to the Commissioner, when requested, a list of all the people who have at any time been employed to provide the Services on the Commissioner's Premises, such details to include their capabilities and other details enabling the Commissioner to identify them.
- 9.8 If the Commissioner decides any person is to be admitted, removed or no longer to work on the Contract, such decision made by the Commissioner is final and binding. In such cases the Contractor shall also ensure that the person(s) concerned do not work for any other Commissioner in connection with the said Contract.
- 9.9 The Contractor shall pay the cost of any notice, instruction or decision of the Commissioner under this condition.
- 9.10 On the Commissioner's Premises the Contractor's personnel shall comply with all the rules, regulations, policies and procedures and any other requirements (either made known at the time of tendering, award or subsequently) including data protection and security arrangements which are in force at any time at the Commissioner's Premises. The Contractor shall understand that whilst the Commissioner shall attempt to adopt similar security and other site arrangements, it will be the responsibility of the Contractor to ensure that it has communicated with the Commissioner and obtained such security clearance as is appropriate for the Commissioner's Premises. Where there are material changes to the rules, regulations, policies and procedures and this has an impact on the Contractor's costs the parties shall comply with Clause 12. variation of refinement.

10. QUALITY, FITNESS AND STANDARDS

- 10.1 On the date of Tender or date of the commencement of the Contract, the Goods and/or Services supplied and all workmanship supplied shall, without prejudice to any other obligations in the Contract be in accordance with the following standards (or equivalent where applicable):

- 10.1.1 The European Community for Standardisation (CEN).
 - 10.1.2 The International Organisation of Standardisation (ISO).
 - 10.1.3 The British Standards Institution (BSI).
 - 10.1.4 British Standards (where appropriate).
 - 10.1.5 Such other standards as made known to the other party and incorporated in the Contract or any other document forming part of the Contract, including but not limited to any laid down by the NHS, Care Quality Commission (CQC) and alike.
- 10.2 If no set standard is specified or offered, the Services shall be provided in a professional and workmanlike manner to the highest standards applicable to the particular nature of Services in question and with all due care and skill and in accordance with Clause 9 herein.
- 10.3 The Contractor confirms that the Goods and the Materials used will:
- 10.3.1 be of satisfactory quality as specified in the Contract specification;
 - 10.3.2 be fit for the purpose specified in the Contract, or which the Commissioner has advised the Contractor they will be used for;
 - 10.3.3 be free from defects in design, material and workmanship;
 - 10.3.4 correspond in every respect with any specifications, drawings, samples or descriptions provided by the Commissioner;
 - 10.3.5 comply with all statutory requirements and regulations relating to the Goods or Materials (as appropriate); and
 - 10.3.6 comply with all relevant Acts of Parliament, statutory instruments, orders, regulations, bye-laws or any other enactments.
- 10.4 The Contractor shall provide all supervision, labour, materials, transport, plant, tools, equipment, facilities (including the Materials) necessary to perform the Services in accordance with the Contract except for any items which are to be provided by the Commissioner in accordance with Clause 14 herein.
- 10.5 The Contractor shall carry out the Services regularly, diligently and in accordance with such programme as may be included within the Contract. If the Contract contains specific dates or periods when any part of the Services are to be completed, the Contractor shall complete that part by that date or within that period, or as it may be extended by agreement between the Parties.
- 10.6 The Contractor is treated as having inspected the Commissioner's Premises before tendering to enable it to understand the nature and extent of the Services to be carried

out and all things connected with carrying out the Services. The Commissioner shall, if requested by the Contractor, grant the access needed to inspect.

11. DELIVERY AND PERFORMANCE

- 11.1 The Services shall be provided in accordance with the Specification. If the Contract involves the supply of goods these will be provided in accordance with any Delivery Instructions. If no time for delivery is stated in the Delivery Instructions the related goods (if any) will be delivered between 9am to 5pm on a Business Day. The Goods are to be delivered at reasonable times and on the day and at the Commissioner's Premises specified in the Contract. Delivery shall be free of charge to the Commissioner and at the risk of the Contractor. Delivery of the Goods to a carrier shall not be treated as delivery of the Goods to the Commissioner.
- 11.2 The Contractor shall use its reasonable endeavours to begin performing the Services on the date specified in the Contract and shall use its reasonable endeavours to complete the performance of the Services by the date specified in the Contract or continue to perform them for the period specified in the Contract, whichever is applicable. Should the Contractor be unable to perform the Services on the date specified the sole remedy of the Commissioner is specified in the service credit and compliance regimes.
- 11.3 If applicable, the Contractor shall at the commencement of the Contract give the Commissioner a detailed programme of the Services to be carried out in a form acceptable to the Commissioner. In relation to any Goods or Services to be supplied in accordance with an individual Purchase Order raised against the Contract, any programme information required will be provided in a form acceptable to the Commissioner. During the continuation of the Services progress reports shall be provided to the Commissioner at such reasonable times as the Commissioner may request, such reports to be provided at the cost of the Contractor.
- 11.4 Where any access to the Commissioner's Premises is necessary for any reason in connection with delivery or if access to the Commissioner's Premises is required for delivery or installation of Goods or the performance of Services, the Contractor shall at all times comply with any special requirements of the Commissioner.
- 11.5 If Goods are incorrectly delivered, the Contractor will be responsible for any additional expense incurred in delivering them to their correct destination.
- 11.6 When the Goods are delivered, the Contractor shall provide the Commissioner with all operating and safety instructions and other information as needed for the Commissioner to accept delivery of the Goods.
- 11.7 The Contractor shall make no delivery of Goods in instalments, unless otherwise having first obtained the prior, written and express consent of the Commissioner concerned.

12. VARIATION OF REQUIREMENTS

- 12.1 The Contractor shall not alter the design or Specification and/or nature of the Contract or vary the Services except as directed by the Commissioner, subject to Clause 13.3 below. The Commissioner shall have the right from time to time during the continuation

of the Contract, by written notice, to direct the Contractor to add to or omit, or otherwise vary the design, Specification and quantity of the Goods or alter the location and/or nature of or vary the Services. The Contractor shall carry out such variations and be bound by the same conditions as far as is applicable, as though the variation were stated in the Contract.

- 12.2 If the contractual requirement is varied leading to an amendment of the Contract Price, the Contractor shall, within seven days of receipt of the notification, advise the Commissioner in writing of the amount of any amendment. Any such amendment shall be calculated and decided at the same level of pricing as already in the Contractor's Tender or quotation. The Commissioner shall either:
- 12.2.1 confirm the variation in writing amending the Contract Price and the Contractor's obligations as the Parties may have agreed such variations to be deemed incorporated into the Contract; or
 - 12.2.2 if agreement cannot be reached, either Party shall be free to either terminate the Contract by two month's written notice; or withdraw the variation and continue as if such notice of variation had not been given.
- 12.3 The Commissioner shall be entitled to vary the requirements of the Contract by means of raising a Purchase Order against the Contract from time to time, but only to the extent that the variation is minor in nature (e.g. quantity of Goods delivered or locations to be delivered to). In all other instances the Commissioner shall issue any variations to Contract in accordance with Clauses 12.1 and 12.2 above.
- 12.4 The Contractor shall be required to supply the Services on the same terms as quoted in the Contract to any establishments, additional to those mentioned in the Contract, which may be opened by the Commissioner during the period of the Contract. The Commissioner reserves the right to close any of the establishments mentioned in the Contract during the period of the Contract and/or reduce the provision of Services accordingly. The Commissioner also reserves the right to remove from the Contract during the period of the Contract any establishment which ceases to be the responsibility of the Commissioner any such variations shall require the Commissioner to provide the Contractor with 2 month's notice in writing. If the Commissioner does notify the Contractor that it intends to close any of the establishments and/or reduce the provision of the Services the provisions of Clauses 12.1 and 12.2 above shall apply.
- 12.5 If the Commissioner shall dispose of or close or remove from the Contract all or a substantial number of locations, the Commissioner may either make appropriate modifications to the Contract or either party may terminate the Contractor's Services by giving notice as detailed in 12.2.2. The Commissioner may forthwith repossess its materials, clothing, equipment, vehicles or other goods loaned or hired to the Contractor. The Commissioner shall pay to the Contractor all outstanding unpaid invoices with interest (to such extent it may be applicable), the balance of any amortized set-up costs, any reasonable demobilisation costs may be incurred and any costs that have been actually and properly incurred in respect of Services supplied but for which no invoice has been submitted, the Contractor may submit an invoice, which shall be payable on receipt.

13. FREE ISSUE MATERIALS

- 13.1 The Contractor shall keep all Free Issue Materials in good order and condition subject to fair wear and tear and shall use Free Issue Materials solely in connection with the Contract. Any surplus Free Issue Materials shall be returned to the Commissioner and/or be disposed of at the Commissioner's discretion. Any Free Issue Materials damaged due to bad workmanship or the fault of the Contractor shall be repaired at the Contractor's expense. Without prejudice to any other of the rights of the Commissioner, the Contractor shall deliver the Free Issue Materials, whether further worked on or not to the Commissioner on demand.
- 13.2 For the avoidance of doubt the Contractor shall protect and shall hold all property of the Commissioner free from all liens, charges and other encumbrances.

14. PRICE AND PAYMENT

- 14.1 The Contractor shall comply with all the Terms and Conditions contained herein relating to pricing and price variations. No price variation will be considered otherwise than in accordance with the price variations detailed in this clause.
- 14.2 Whilst the Commissioner neither guarantees nor places any limit on the volume of work which may be allocated to the Contractor as a result of being awarded the Contract, the Commissioner shall use its reasonable endeavours to provide the Contractor at the outset and intermittent points during the Contract Period with some indication as to the likely levels of work and therefore ongoing resources the Contractor will need to commit in order to carry out the Services effectively.
- 14.3 The Contractor shall provide such evidence as is reasonable and deemed necessary by the Commissioner in order to substantiate any claim for payment.
- 14.4 The Commissioner reserves the right to query any claim for work undertaken by the Contractor but shall use all reasonable endeavours to resolve such queries as early as possible.
- 14.5 Tendered prices must include all costs incurred in providing the Services (including but not limited to delivery, expenses, disbursements, travelling, subsistence, accommodation and such other like costs as applicable and incurred during the normal course of duties undertaken by the Contractor in performing the Services or would be reasonable for the Commissioner to expect the Contractor to have allowed for in costing the performance of the Services) as specified in the Invitation to Tender documents but shall, unless otherwise indicated in the Tender documents, exclude Value Added Tax, where applicable. The Commissioner agrees that undisputed invoices shall be paid within 30 days of receipt of such invoice for Services properly performed in accordance with the Contract.
- 14.6 As regards any goods comprised in the Contract, or any component part or ingredient of such goods, which may be or become subject to the payment of duty, any new duty, or any increase or decrease in duty existing at the date of the Tender payable in respect of such goods supplied under the Contract, or in respect of any component part or ingredient thereof, shall, in the case of a new duty or increased duty, be allowed to the Contractor and, in the case of a decreased duty, be allowed to the Commissioner.

14.7 The Contract Prices and rates stated in the Contract Particulars shall be fixed for the Initial Term of Contract and thereafter, unless agreed otherwise between the Parties, subject to the Annual Review. Three months prior to any Annual Review (unless agreed otherwise between the Parties), the Contractor will be required to submit revised costings together with their Annual Cost Savings Initiative Plan that highlights any cash / non cashable savings initiatives. The Commissioner, after considering such initiatives will either accept or reject (not unreasonably so) such initiatives as they see appropriate. In any event the Contractor shall be required to achieve real cash savings in the order of 2% per annum year on year following the conclusion of the Initial Term. Should the Contractor request any price increase after the Initial Term, any such price increase must not exceed the Consumer Price Index (CPI) for all items excluding mortgage interest payments (CPIX) ruling at the time of the increase averaged over the previous 12 month period. Written justification for a price increase must support the Contractor's request and written acceptance of any revised prices shall be confirmed in writing by the Commissioner with no revised prices becoming effective unless and until the Commissioner has confirmed the same in writing. Any request by the Contractor for a revision of charges should not preclude the possibility of any reductions in charges and any notice of any variation under this clause shall be limited to one (1) request in any twelve (12) month period. Any proposal by the Contractor to vary the prices of the Contract in any way must be submitted giving the Commissioner not less than three (3) months written notice in advance of such a variation being effective. Any change in the Annual Review for the purposes of this clause must be agreed in writing between the Parties.

14.8 Any Annual Review made under clause 14.7 above will have regard to the individual cost elements set out below and will be applied in accordance with the analysis of costs provided by the Contractor in his tender submission. The elements in the Annual Review will be:-

(a) **Labour Costs:** This element in the Annual Review will be dependent on changes in the rates of pay and employer's National Insurance contributions applicable to the Contractor's employees. Any variation will be limited to a maximum percentage increase corresponding to the percentage increase in the wage rates for Police Staff over the period outlined in clause 14.7 above as determined by the Police Staff Council.

o **Management Costs:** This element in the Annual Review will be dependent on changes in the salaries paid to the Contractor's management staff and associated employers NI contributions. Any variation will be limited to a maximum percentage increase corresponding to the average percentage increase in the scale for salaried Police Staff over the period outlined in clause 14.7 above as determined by the Police Staff Council.

o **Other Costs:** These elements in the Annual Review will be dependent on changes in the costs of materials and equipment used by the Contractor and in other costs incurred by him in the performance of the Contract. Any variation (excluding labour and management) will be limited to a minimum percentage increase corresponding to the percentage increase in the 'Consumer Price Index' (CPI) over the period outlined in clause 14.7 above.

- 14.9 Any agreed variation will become payable from the latest Annual Review and will not be applicable to any period beginning before that date. Variations will remain in force until the next Annual Review as stated above.
- 14.10 The Contractor will be required to produce evidence of variations in costs in support of any request for a review of prices, and he shall make available to the Commissioner on request, facilities for examining the Contractor's records for the purpose of verifying the information provided. In addition, any variations must reflect market trends in relation to the Services being provided.
- 14.11 If the Contractor disputes the Contract prices fixed by the Commissioner following a review under this clause, the Contractor may refer the matter to an arbitrator to be agreed between the parties or failing such agreement as to the same, within 15 working days to be appointed upon the application of either party hereto by the President for the time being of the Chartered Institute of Arbitrators. An Arbitrator duly appointed shall be entitled to make such a decision as he thinks just and equitable as being a fair and reasonable adjustment to the Contract prices having regard to the matters specified above and any decision of such Arbitrator shall be final and binding on the parties hereto.
- 14.12 Where a dispute is referred to arbitration the Commissioner shall, prior to the decision of the Arbitrator, continue to pay the Contractor in accordance with the Contract prices current immediately prior to the Commissioner's last Annual Review, but the Commissioner shall pay to the Contractor or be entitled to recover from the Contractor (as the case may be) on the next date on which payment falls due from the Commissioner to the Contractor after the decision of the Arbitrator, such sum if any as is equal to the difference between the amount which should have been paid and the amount which has been paid.
- 14.13 The costs of any Arbitrator duly appointed shall be borne by the Commissioner and Contractor in equal shares.
- 14.14 If during the Contract period a decrease in the price for comparable services is quoted or charged by the Contractor to other customers, the Contractor will implement such a reduced price in favour of the Commissioner and will notify, in writing, to that effect. Should the Contractor be unwilling to affect a price reduction of this nature, the Commissioner shall be free to purchase the Services from the lowest priced source without incurring any liability.
- 14.15 The Contractor shall not refuse to undertake any further Services pending agreement of revised rates, charges or any other prices / costs between the Parties.
- 14.16 Where the Commissioner requires any additional Services to be undertaken which are outside the original scope of the Contract awarded (and so require a formal variation of the Contract), the Contractor shall be invited to submit precise castings for such Services, but the make up of such costs shall reflect, have regard to or be ascertained from any rates or charges previously tendered or forming part of the Contract wherever possible. Where this is not possible or appropriate, any new rates or charges to be established shall be subject to negotiation with the Authorised Officer, before becoming

effective, in accordance with such provisions as contained elsewhere in the Contract Conditions.

14.17 This clause specifies the agreed volume of Services to be provided by the Contractor to the Commissioner in accordance with the Contract:

14.17.1 In respect of Custody/SARC face-to-face assessment volumes up to 12,500 per annum are included within the Contract Price; therefore the core monthly charge and service credit regime agreed at the Commencement Date apply in full. See Schedule 2 for full breakdown of volumes included and when additional costs are applicable.

14.17.2 For the avoidance of doubt volume increases shall be assessed across a 3 month period rather than individual monthly fluctuations.

14.18 With regards to any additional work of an ad-hoc nature which may be required under the Contract, the Authorised Officer may obtain a price direct as necessary from the Contractor and such quotations shall have regard to and the final price shall wherever possible be ascertainable from the rates and charges currently existing within the Contract.

14.19 The Contractor shall aim to pass on to the Commissioner a proportion of any price reductions and / or cost benefits / savings which may occur and / or be achieved by the Contractor, during the course of the Contract in between Annual Review and where this is the case the Commissioner shall take due regard of such as part of any Annual Review following thereafter in accordance with clause 14.7 above.

14.20 Telephone advice is included within the Contract Price as at the Commencement Date and is not subject to price increases due to higher/additional volumes in respect of the Services.

15. COMPETITION

15.1 If, during the Contract, any Commissioner finds it can obtain similar goods or services to the Goods or Services at a lower price than the Contract Price in this Contract, then the Commissioner may request the Contractor to review the Contract Price and if the Contractor is not willing to undergo a review, the Commissioner under the Contract shall be free to purchase such Goods and Services from the other source without incurring any liability.

16. INSPECTION

16.1 The Commissioner (accompanied by a Nottinghamshire Commissioner representative at the discretion of the Commissioner) shall be permitted to send any Authorised Officer (and Nominated Officer), either before or during the Contract to carry out or arrange to have carried out any inspections and/or investigations and/or tests as required by the Commissioner to ensure that the Contractor is able to fulfil all his obligations under the Contract or any Contract which the Commissioner may be considering awarding to the Contractor.

- 16.2 The Commissioner shall also be allowed to undertake their own inspections of the Contractor with the prior agreement of the Contractor, in order to resolve any particular issues the Commissioner concerned may have, but the outcome of such visits shall not affect the construction of the Contract and or the relative rights and responsibilities of the Parties if and until the Commissioner has first been notified of such matters and has agreed any variations to the Contract with the Contractor as a result of such inspections/visits in accordance with Clauses 13.1 and 13.2 of these General Conditions.

17. AUDIT

- 17.1 The Contractor shall keep records to the Commissioner's satisfaction of all expenditure which can be reimbursed by the Commissioner together with the hours worked and the costs incurred by the Contractor where the Contractor is paid by the Commissioner on a time charged basis. These records shall be retained by the Contractor for two years after the Contract has been completed. The Contractor shall allow the Commissioner or its representatives by request in writing access to all the Contract records as reasonably required by the Commissioner.
- 17.2 The Contractor is required to co-operate with any audit that maybe required by any Regulatory Body.
- 17.3 The Commissioner shall endeavour to, but is not obliged to provide at least fifteen working days notice of its intention to conduct an audit.
- 17.4 The Commissioner shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the goods, services or works.
- 17.5 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 18, unless the audit identifies a material error by the Contractor in which case the Contractor shall reimburse the Commissioner for all the Commissioner's reasonable costs incurred in the course of the audit.
- 17.6 If an audit identifies that the Contractor has failed to perform its obligations under this Contract in any material manner the parties shall agree and implement a remedial plan. If the Contractor's failure relates to a failure to provide any information to the Commissioner about the Charges, proposed Charges or the Contractor's costs then the remedial plan shall include a requirement for the provision of all such information.
- 17.7 The Contractor shall co-operate with enquiries by overview and standards committees, Ombudsman, the Independent Police Complaints Commission, the Commissioner's internal and external auditors, Government departments and the European Commission and other legally-empowered persons.

18. INDEMNITY AND INSURANCE

- 18.1 Subject to the provisions of clause 18.2 and 18.6 below the Contractor shall indemnify the Commissioner in full for any direct loss of or damage to the real or

personal property of the Commissioner or any third party, including Intellectual Property Rights, or injury claimed by any third party against all liabilities against or incurred by the Commissioner (including legal expenses on an indemnity basis) arising from the Contractor's negligence, any defect or fault in the Services or any act or omission of the Contractor in delivering the Services.

- 18.2 Either Party shall not be liable in any way whatsoever for any:
- loss of profits; or
 - loss of business; or
 - depletion of goodwill and/or similar losses; or
 - loss of anticipated savings; or
 - loss of goods; or
 - loss of contract; or
 - loss of use; or
 - loss of corruption of data or information; or
 - special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or
 - loss resulting from or in connection with any Nuclear Risks and Asbestos Risks.

Asbestos Risks: any loss arising out of or related in any way to or caused by contamination caused by asbestos or asbestos containing material.

Nuclear Risks: any loss directly or indirectly caused by or contributed by or arising from ionising radiations or contamination caused by radioactivity from any nuclear fuel or from any nuclear waste or from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- 18.3 The Contractor shall maintain Employers Liability and Public Liability Insurance for an amount and range of cover as the Contractor considers appropriate but not less than £10,000,000 (ten million pounds) for any one incident.
- 18.4 Where a third party claim in respect of the provision of the Services under this Contract is made solely against the Contractor, the Contractor shall be permitted to have its own conduct of such claim.
- 18.5 Where both Parties receive a claim from a third party relating to the Services and in respect of the same incident each Party shall be permitted independently of the other to have conduct of such claim.
- 18.6 For the avoidance of doubt the Contractor shall not be liable where the Contractor is acting upon the specific instructions of the Commissioner or where any default by the Contractor is caused by the Commissioner's sole act or omission.
- 18.6 The liability of the Contractor under or in connection with this Contract for all matters in respect of which it is required to maintain insurance hereunder shall be the amount of insurance it is required to maintain as per Clause 18.3 above and in respect of all other matters shall be capped for each year of this Contract at a sum of £1,000,000 (one million pounds). Notwithstanding the foregoing, the Contractor's liability for death or

personal injury caused by its negligence, fraud and any other matter for which liability cannot be excluded by law, shall be unlimited.

- 18.7 The Contractor shall on demand produce evidence to the Commissioner in the form of certificates, policies and cover notes to show the insurances outlined in Clause 19.2 above and more specifically described in the Contract Particulars are properly affected and in force at all times during the Contract.
- 18.8 The Contractor warrants that neither the Goods and/or the provision of the Services nor the Commissioner's use of the Goods for the purposes intended or made known will infringe any patent, registered design, trademark, copyright or other protected right and the Contractor shall indemnify the Commissioner against all actions, claims, demands, costs, proceedings, charges and expenses of whatsoever nature arising from or incurred by reason of any infringement or alleged infringement of any such right.

19. HEALTH AND SAFETY

- 19.1 The Contractor shall comply and ensure its Subcontractors comply with the Health and Safety at Work Act 1974, all relevant Safety Regulations and environmental requirements and any regulations of the Commissioner relevant to the Commissioner's Premises to which the Goods are being delivered and/or the Services are being provided that the Contractor is advised of such requirements upon commencement. Any other requirements advised during the term of the Contract may have an impact on the price and the parties shall comply with Clause 12.
- 19.2 The Contractor represents and warrants to the Commissioner that the Contractor has satisfied itself that all necessary tests and examinations have been made or will be made prior to the delivery of the Goods or Services:
- 19.2.1 to ensure that the Goods are designed and constructed to be safe and without risk to the health or safety of people using them and of those who are in the vicinity of the Goods, and the Contractor has made adequate information available to the Commissioner about the design testing and use of the Goods and that they have been tested and about any conditions necessary to ensure that when used, the Goods will be safe; and
 - 19.2.2 to ensure that the Services are designed and constructed to be safe and without risk to the health and safety of the people using them and of those who are in the vicinity of the people using the Services.
- 19.3 The Contractor shall indemnify the Commissioner against all actions, suits, claims, demands, losses, charges, costs and expenses which they may suffer or incur as a result of any breach of Clause 20.2 above.
- 19.4 The Contractor shall observe and ensure its Sub-contractors shall observe the work rules which apply to the Commissioner's Premises and Police Force where the Services are or are to be carried out and complies with any instructions of the Authorised Officer or any Nominated Officer. The Commissioner shall have the right to require

the Contractor immediately on receipt of notice in writing to remove any of his employees, servants, agents and Subcontractors on the Commissioner's Premises who:

19.4.1 fail to comply with the work rules; or

19.4.2 in the opinion of the Commissioner has been negligent or incompetent.

19.5 The Contractor shall be responsible for the absolute suitability and safety of the Materials or equipment used by him including any Materials temporarily stored on the Commissioner's Premises in connection with the performance of the Services and for which prior express permission to do so has been given beforehand by the appropriate Nominated Officer of the Commissioner concerned. Where such Materials are present on the Commissioner's Premises these Materials shall be removed immediately upon the Contractor being given an instruction to do so by the Authorised Officer or any Nominated Officer. Without lessening the Contractor's level of responsibility for the Materials and equipment the Commissioner shall have the right to inspect such Materials or equipment and if in the Commissioner's opinion they are unsuitable they shall not be used and no extra time or payment shall be given to the Contractor to replace them. In such circumstances, the Commissioner shall be informed by the Contractor of any Materials or equipment designated as unsuitable by the Commissioner, the Contractor shall prepare a report for the Commissioner (at the cost of the Contractor) and the Contractor shall seek to offer an alternative long-term solution to any problem where the matter is either ongoing or recurring. The Commissioner shall then issue any variation or notice to the Contract as necessary.

20. HAZARDOUS GOODS AND DANGEROUS SUBSTANCES

20.1 The Contractor shall be responsible for complying with the requirements of COSHH and all other relevant UK and International Agreements, statutory regulations and Codes of Practice relating to the packaging, labelling and carriage of hazardous goods.

20.2 As soon as possible after the Contract has been agreed all information held by or reasonably available to the Contractor shall be promptly communicated to the Commissioner with regard to any potential hazards known or believed to exist in the transport, handling or use of the Goods or Materials supplied.

21. TERMINATION FOR REASONS BEYOND THE PARTIES CONTROL

21.1 Either Party reserves the right to postpone the date of delivery or payment or to cancel all or part of the Contract or reduce the volume of the Goods and Services ordered if it is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control.

21.2 Without prejudice to the rights of Clause 22.1 above the following instances shall be included as causes beyond the Parties reasonable control:

21.2.1 Government actions, war or threat of war, national emergency, riot, civil disturbance, sabotage or requisition; or

- 21.2.2 Act of God, fire, explosion, flood, epidemic or accident; or
- 21.2.3 Import or export regulations or embargoes; or
- 21.2.4 Labour disputes including disputes involving the workforce of the Commissioner, the Contractor or any third party.

22. TERMINATION

- 22.1 Subject to the provisions of clause 21 the Commissioner shall have the right to terminate the Contract immediately at any time by giving notice in writing to the Contractor and the Commissioner shall be entitled to recover the amount of any loss which results from such cancellation which can be deducted from any sums due from the Commissioner to the Contractor if:
 - 22.1.1 the Contractor commits a material breach of any of the terms and conditions of the Contract and has failed to remedy the breach within a reasonable time allowed by the Commissioner;
 - 22.1.2 any distress, execution or other legal process is imposed upon any of the Contractor's assets;
 - 22.1.3 the Contractor enters into any arrangement or composition with its creditors, commits any act of bankruptcy or (if it is a corporation) an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction with the consent of the Commissioner) or a receiver and manager, receiver, administrative receiver or administrator is appointed in respect of the whole or any part of the Contractor's undertaking or assets;
 - 22.1.4 an encumbrance takes possession of any of the Contractor's property or assets;
 - 22.1.5 the Contractor ceases or threatens to cease to carry on its business;
 - 22.1.6 the financial position of the Contractor deteriorates so far that in the Commissioner's opinion the ability of the Contractor adequately to fulfil its obligations under the Contract has been placed in jeopardy; or
 - 22.1.7 the Commissioner reasonably considers that any of the above events is about to occur in relation to the Contractor.
- 22.2 Notwithstanding the provisions of Clauses 12, 13 and 23.1 of these General Conditions, the Commissioner may at any time terminate the Contract by giving the Contractor six month's notice. In these circumstances the Commissioner shall pay the Contractor for any Services provided properly and any costs incurred properly by the Contractor up to the date of termination.
- 22.3 The Contractor shall be entitled to terminate the Contract for non-payment of an invoice duly received by the Commissioner for Services properly performed only:

- (i) where the Commissioner has been notified of the non-payment following the expiry of the 60 day invoice payment deadline and
- (ii) where the Commissioner has been given the opportunity to make payment of such invoice within 30 working days of the notification specified above.

22.4 Both parties shall be entitled to terminate the Contract where the Commissioner;

- (i) commits a material breach of any of the terms and conditions of the Contract and
- (ii) has failed to remedy the breach within the time agreed between the Parties

22.5 If the Contractor terminates the Contract pursuant to clauses 22.3 and 22.4 the Commissioner shall pay to the Contractor all outstanding unpaid invoices with interest (to such extent it may be applicable), the balance of any amortized set-up costs, any reasonable demobilisation costs and any costs that have been actually and properly incurred in respect of Services supplied but for which no invoice has been submitted, the Contractor may submit an invoice, which shall be payable on receipt. If the Contractor terminates the contract reasonable demobilisation may be incurred, if the contract is terminated where Clauses 21 and 22 apply.

22.6 However this Contract is terminated, it will be without prejudice to the rights and duties of either the Contractor or the Commissioner arising prior to termination. The provisions of the Contract which expressly or impliedly have effect after termination will continue to be enforceable despite termination.

23. RECOVERY OF SUMS DUE

23.1 If under this Contract any money is recoverable from or payable by the Contractor it may be deducted from or reduced by the amount of any sum due, or which may become due to the Contractor under the Contract, or under any other agreement or contract the Contractor has with the Commissioner.

24. PATENTS AND INFORMATION

24.1 It shall be a condition of the Contract that the Goods and Services will not be in breach of any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party and each party shall indemnify the other party against all actions, suits, claims, demands, losses, charges, costs and expenses which the Commissioner may suffer or be liable for as a result of or in connection with any breach of this Condition. If any court order is obtained against the use of the relevant Goods the Contractor shall immediately replace the Goods with other similar Goods to the satisfaction of the Commissioner. No warranty shall be given by any Commissioner as to the intellectual property rights in any material or specification supplied by them and the Contractor must satisfy itself as to the ownership of them.

24.2 Free Issue Materials remain in the ownership of the relevant Commissioner even when being used by or in the possession of the Contractor. Upon the completion of the

Services any Free Issue Materials provided to the Contractor by the Commissioner for use by the Contractor as part of or in connection with the performance of the Services, shall (if possible) be returned to the Commissioner on completion of the Services or at the end of the Contract Period whichever occurs first.

- 24.3 All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patterns, models, designs or other Free Issue Materials given to the Contractor by the Commissioner under the Contract and any materials produced as a result of the Contractor performing the Services shall remain owned solely by the relevant Commissioner and the Contractor shall not (except if needed to carry out the Contract) without prior written consent of the Commissioner use or disclose any specifications, plans, drawings, patterns, models or designs or any information or Materials or Free Issue Materials (whether relevant to this Contract or not) which the Contractor may obtain under this Contract.
- 24.4 The provisions of this Clause 25 shall apply whilst the Contract is in force and after it is terminated for whatever reason.

25. ADVERTISEMENTS AND ENDORSEMENTS

- 25.1 This Contract shall not entitle the Contractor to endorse its goods (including the Goods) or services (including the Services) with any reference to any Commissioner or the Chief Constable of that Commissioner and the Contractor shall not exhibit for advertising or any other reason any goods (including the Goods) or services (including the Services) or equipment supplied under the Contract which can be identified with the Commissioner (whether the ownership of such Goods or equipment shall have passed to the Commissioner or not) without the prior written consent of the Commissioner.

26. RIGHT TO CONTRACT

- 26.1 Any Commissioner has the right to Contract with any person or persons, firm or company other than the Contractor for the supply of similar services to the Services and/or the supply and delivery of items and goods similar to the goods, materials or articles which are from time to time supplied under this Contract.

27. SUB-CONTRACTING, ASSIGNMENT OR TRANSFER OF CONTRACT

- 27.1 Either Party must not assign, transfer or sub-let the Contract or any part, share or interest in it either directly or indirectly to any person and the Contractor shall not sub-contract except with the written consent of the Commissioner.
- 27.2 The Contractor will be liable under this Contract irrespective of any sub- contracting.
- 27.3 The Contractor shall be fully responsible for the acts and defaults of any Subcontractor as if they were his own.
- 27.4 If there is a breach of the provisions of this condition, the Commissioner shall be entitled to cancel the Contract immediately and Clause 22 of these General Conditions will apply.

28. CONTRACTOR'S STATUS

- 28.1 In carrying out this Contract the Contractor shall be acting as principal and not as the agent of any Commissioner and therefore:
- 28.1.1 the Contractor or any Sub-contractor shall not in any circumstances, hold itself or themselves out as being a servant or agent of any Commissioner and shall not (and shall ensure that his agents and servants do not) say or do anything that might lead any other person to believe that he is acting as the agent of the Commissioner, otherwise than in the circumstances is expressly allowed by these conditions
 - 28.1.2 the Contractor or any Sub-contractor shall not in any circumstances hold itself or themselves out as being authorised to enter into any Contract or bind any Commissioner to the performance, variation, release or discharge of any of its obligations.
- 28.2 The Commissioner shall not be responsible for any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the Commissioner to the Contractor that may arise by virtue of either a breach of Contract or any negligence on the part of the Commissioner's staff or agents.

29. THIRD PARTIES & SUCCESSORS (POLICE AND CRIME COMMISSIONER)

- 29.1 The Parties agree that a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any General Condition or any Special Condition of Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 29.2 For the avoidance of doubt clause 30.1 shall not apply to any change in the legal status of the Commissioner such that it ceases to be a legal entity for the purpose of this Contract and shall not affect the validity of this Contract. In such circumstances, this Contract shall bind and inure to the benefit of any successor body to any Police Commissioner (including any Police and Crime Commissioner).
- 29.3 At the time of entering into this Contract the Police Reform and Social Responsibility Act 2011 (the "PRSR Act") had received Royal Assent but not all sections of the same had yet come into force. The Parties agree that should any amendment to this Contract be required following the coming into force of any section or schedule of the PRSR Act, in order to ensure this Contract's compliance with the same, then such amendment will be made as required and will not constitute a material variation for the purpose of clause 13 of this Contract.

30. TUPE AND RE-TENDERING

- 30.1 Where as a matter of fact a TUPE transfer arises the Contractor indemnifies and holds harmless the Commissioner against any and all liability arising after the Transfer Date which the Commissioner may suffer or incur to any Employee who is deemed transferred from or to the Commissioner as a result of the Commissioner entering into any Contract with the Contractor.

- 30.2 In the event of expiry or termination of this Contract or a re-tender of this Contract the Contractor will provide the Commissioner with Employee liability information as required under Regulation 11 of TUPE. This supply of Employee information remains always the responsibility of the Contractor and the Commissioner accepts no responsibility in this regard.
- 30.3 The Contractor authorises the Commissioner to pass any information supplied to any Replacement Contractor or potential Replacement Contractor and the Contractor will secure all necessary consents from relevant employees in order to do this.
- 30.4 The Contractor will keep the Commissioner and any Replacement Contractor indemnified in full against all liabilities arising directly in connection with any breach of this clause or inaccuracies in or omissions from the information provided.

30.5 For the purposes of this clause, the following definitions shall take effect:-

"Current Employer"	the employer of the Transferring Employees immediately before the Commencement Date;
"Employment Costs"	remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees and including without limitation all wages, holiday pay, bonuses, commissions, payment of PAYE, national insurance contributions, pensions contributions and any liabilities in respect of any grievances/disputes or emoluments ;
"Prohibited Act"	include any of the following (i) termination of employment of any Employees; or (ii) the alteration or change of terms or conditions of any Employees; or (iii) the recruitment of any employees; or (iv) relocation or assignment to new duties of any Employees,
"Transferring Employees"	those employees employed wholly or mainly by the Current Employer in providing the Services described in the Specification prior to the Commencement Date.

30.6 The Commissioner and the Contractor acknowledge that where as a result of TUPE the contracts of employment between the Current Employer and the Transferring Employees (except in so far as such contracts relate to any occupational pension scheme as defined in Regulation 10 of TUPE) transfer, they will have effect after the Commencement Date as if originally made between the Contractor and the Transferring Employees.

30.7 All Employment Costs in respect of the period:

- (i) up to and including the Commencement Date in relation to the Transferring Employees (whether or not due for payment at that date) will be borne by the Current Employer;
- (ii) after the Commencement Date will be borne by the Contractor;

and will if necessary be apportioned on a time basis between the Contractor and the Current Employer.

- 30.8 The Contractor will keep the Commissioner and any replacement Contractor indemnified in full against all Liabilities arising directly and whether incurred by the Commissioner pursuant to an indemnity provided to the replacement Contractor in connection with:
- (i) the employment or termination of employment of any of the Employees (whether or not terminated by notice and, if so terminated, whenever that notice expires);
 - (ii) any act, omission or default of the Contractor in respect of the employment of the Transferring Employees;
 - (iii) the Contractor's failure to inform or consult as required under Regulation 13 of TUPE except to the extent that any such action or claim (or any part of such action or claim) arises from any failure by the Commissioner or the replacement contractor to give the Contractor the information required from the Commissioner or the Replacement Contractor to enable the Contractor to comply with its obligations under TUPE; and
 - (iv) the Contractor shall provide anonymised employee liability information (as defined within TUPE) to the Commissioner six months prior to the end of the contract term and the Contractor shall provide updated employee liability information to the Commissioner one month prior to the end of the contract term and then again 2 weeks before the expiry of the contract term.
 - (v) the Contractor shall obtain its employees' consent to the processing of their personal data for the purposes of re-tendering the service and providing the employee liability information.
 - (vi) the Contractor's failure to provide the employee liability information under Regulation 11 of TUPE.
 - (vii) any claim by a Transferring Employee that such person is entitled for any reason to take early retirement benefits pursuant to the terms of any pension scheme in which the Commissioner or the replacement contractor is not then participating, or pursuant to the Transferring Employee's terms and conditions of employment.

- 30.9 Where there are material changes to the law, rules, regulations, policies and procedures and this has an impact on the Contractors costs both parties should comply with Clause 12.

31. CANVASSING

- 31.1 Canvassing for a Contract is prohibited and any Tenderer who is guilty of so doing will be disqualified from tendering for that Contract and apart from any other action which may be taken against him he may not be allowed to Tender again for any future

Contracts with the Commissioner for up to 3 years after the date of such canvassing.

32. PRIVATE TRANSACTIONS

- 32.1 The Contractor shall not during the Contract Period solicit or receive orders or engage in private transactions with any servant or employee of the Commissioner for Goods or Services supplied under this Contract.

33. BRIBERY AND CORRUPTION

- 33.1 The Commissioner shall be entitled to cancel the Contract immediately at any time and to recover from the Contractor the amount of any loss resulting from cancellation in any of the following circumstances:

- 33.1.1 The Contractor shall have offered or have given, or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing, or agreeing to do or for having done or had agreed to do, any action relating to obtaining or the signing of the Contract or any other Contract with the Commissioner; or
- 33.1.2 The Contractor showing or agreeing to show favour or disfavour to any person, in relation to the Contract or any other Contract with the Commissioner, or if similar acts have been done by any person employed by the Contractor, or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor); or
- 33.1.3 If in relation to the Contract or any other Contract with the Commissioner the Contractor or any person employed by the Contractor or acting on the Contractor's behalf shall have committed an offence under the Bribery Act 2010; or
- 33.1.4 If the Contractor shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.

- 33.2 The Commissioner and its representatives 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 produce such oral or written explanation as he considers necessary. The Contractor acknowledges that it will fully cooperate with any counter fraud policy or investigation.

- 33.3 The Contractor shall not be a party to a cartel, whether by price-fixing, market sharing or otherwise. If however, it becomes established that the Contractor is a party to a cartel (of any kind) the Commissioner will promptly report the fact (with details of the surrounding circumstances) to the Office of Fair Trading, the Commissioner will terminate the Agreement forthwith and if any relevant account or accounts of the Contractor has/have already been paid in full the Commissioner reserves the right to seek compensation from the Contractor and, if necessary, to sue for damages of such amount as may be advised.

34. OFFICIAL SECRETS ACT AND CONFIDENTIALITY

- 34.1 Both Parties undertake to comply with the provisions of the Official Secrets Acts 1911 to 1989.
- 34.2 Both Parties shall keep confidential all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Contractor by the Commissioner (or its agents) or acquired by the Contractor from the Commissioner (or its agents). The Contractor shall also keep confidential any other confidential information concerning the Commissioner or their business or the fact of this Contract or any document which makes up the Contract. The Contractor shall restrict disclosure of the confidential material to those of its employees, agents or Subcontractors as need to know the information to enable them to carry out the Contractor's obligations to the Commissioner and shall ensure that all employees, agents or Subcontractors are subject to similar obligations of confidentiality as those imposed on the Contractor. Under no circumstances without the prior approval of the Commissioner shall such information be published, copied, amended or otherwise disclosed to any other persons and the Contractor shall ensure that all its Subcontractors are also aware of their obligations under this Clause 34.
- 34.3 This clause shall not apply to information required to be disclosed by either Party by law or in accordance with the Government's Transparency Agenda.
- 34.4 The provisions of the previous paragraphs shall apply during the continuance of this Contract and after it has been terminated however arising.

35. DATA PROTECTION ACT AND FREEDOM OF INFORMATION

- 35.1 Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to the formation of this Contract:
- 35.1.1 the Commissioner shall be entitled to publish and/or release any and all terms or conditions of this Contract, the contents of any documentation and/or information relating to the formation of this Contract under the provisions of any statute or regulation which governs disclosure of information held by the Commissioner including but not limited to the Freedom of Information Act 2000 and/or Data Protection Act 1998 as it sees fit, prior to making such disclosure the Commissioner shall reasonably consider the relevant exemptions in the legislation and wherever possible consult with the Contractor prior to making any disclosure;
- 35.1.2 nothing contained in this Contract shall prevent the Commissioner from disclosing and/or publishing under the provisions of any statute or regulation which governs disclosure of information held by the Commissioner including but not limited to the Data Protection Act 1998 and/or Freedom of Information Act 2000 any term or condition or information contained in or relating to the formation of this Contract, prior to making such disclosure the Commissioner shall reasonably consider the relevant exemptions in the legislation and wherever possible consult with the Contractor prior to making any disclosure.

35.2 The Contractor shall:

- 35.2.1 co-operate with the Commissioner and supply to it all necessary information and documentation required in connection with any request received by the Commissioner under any statute or regulation which governs disclosure of information held by the Commissioner including but not limited to the Data Protection Act 1998 and/or Freedom of Information Act 2000;
- 35.2.2 supply all such information and documentation at no cost to the Commissioner and within seven days of receipt of any request;
- 35.2.3 the Contractor shall not publish or otherwise disclose any information contained in this Contract or in any negotiations leading to it without the Commissioner's previous written consent unless the Contractor is bound to publish and/or disclose such information under any statute or regulation which governs disclosure of information held by the Contractor including but not limited to Data Protection Act 1998 and/or Freedom of Information Act 2000 and such information is not exempt from such disclosure and/or publication under the provisions of any statute or regulation which governs disclosure of information held by the Contractor including but not limited to the Data Protection Act 1998 and/or Freedom of Information Act 2000.
- 35.2.4 the Contractor shall if required, enter into any further supplemental conditions on award of Contract with the Commissioner as the Commissioner may reasonably deem necessary (and which the Contractor shall not unreasonably refuse agreement to do so) in relation to data protection, information security and alike. Any further supplemental conditions shall be agreed by the parties in accordance with clauses 12.1 and 12.2.

36. EQUALITY AND DIVERSITY

- 36.1 The Contractor shall comply with all statutory requirements applicable to race relations and diversity as laid out within the Equality Act 2010 (as amended or replaced from time to time) together with the Commissioner's policies and procedures as notified by the Commissioner to the Contractor from time to time.
- 36.2 The Contractor and the Commissioner shall monitor how the Contract adheres to existing and any future public duties introduced through legislation throughout the duration of the Contract and make any amendments or changes as necessary to the Contract in order to adhere to such duties. The Contractor will provide to the Commissioner at no cost all information that the Commissioner deems necessary to monitor the Contract.
- 36.3 The Contractor shall take all reasonable steps to secure the observance of these provisions by all servants, employees or agents of the Contractor and all suppliers and Subcontractors employed in the execution of the Contract.

37. PROTECTION OF THE PARTIES RIGHTS

- 37.1 If either the Commissioner or Contractor fail or delay in exercising any right, power or remedy under this Contract it shall not in any circumstances affect such right, power or remedy even if it would have done so if this clause did not exist. The single or partial exercise by the Commissioner or Contractor concerned of any right, power or remedy under this Contract shall not in any circumstances prevent either the Commissioner or Contractor using that right again or any other right, power or remedy under the Contract.
- 37.2 The rights, powers and remedies provided in this Contract are cumulative and are not exclusive of any rights, powers and remedies provided by law.
- 37.3 Acceptance by the Commissioner or the Contractor of any breach or default under any of these General Conditions and/or Special Conditions of Contract shall not be deemed to be an acceptance of any later breach or default and shall not affect the other of the said Contract Conditions.

38. CONTRACTOR'S UNDERSTANDING OF NATURE AND DETAILS OF THE COMMISSIONER'S REQUIREMENTS

- 38.1 Whilst supplying any Goods or performing any Services under the Contract, the Contractor shall make themselves aware of and shall comply with the Commissioner's financial regulations and any other regulations required by the Commissioner and made known to the Contractor either within the Specification, any other part of the Contract documents or at any later stage following Contract award whether verbally or in writing. In particular, the Contractor shall ensure that all employees, agents, servants and Subcontractors are made aware of and adhere to any no-smoking policy's and should also be aware that telephone calls and data communication made to or from the Commissioner's networks may be recorded or monitored at any time.
- 38.2 The Contractor shall be deemed to have read all documentation relating to the Contract in order to determine the quantity and quality of resources that will be required, and the Contractor shall obtain an understanding of the conditions under which the Services will be carried out. Any information (include drawings) that the Commissioner may give the Contractor shall be to the best of that Commissioner's knowledge at the time but the Commissioner's concerned shall not warrant the sufficiency or accuracy of any such information unless stated in the Contract. No Commissioner will be liable for claims from the Contractor for additional payments in excess of that agreed in the Contract, on account of matters that the Contractor may reasonably have determined in advance.
- 38.3 It is the responsibility of the Contractor to fulfill the requirements of the Contract and any Purchase Order raised against the Contract, to follow any reasonable instructions and requests for management information, to ensure that all Goods and Services are supplied to the required standard and to meet itself any additional costs where necessary in order to rectify poor quality or performance.

39. CONFLICT OF INTEREST

- 39.1 The Contractor shall not be involved in any negotiation of whatever nature between the Commissioner and any company, project or business in which it is or may be engaged or

interested directly or indirectly and it is the Contractor's sole responsibility to notify the Commissioner immediately of any such conflict or potential conflict which may arise.

40. DISPUTES/ARBITRATION

- 40.1 Any dispute, difference or question between the Parties relating to the Contract which cannot be resolved by negotiation, shall after written notice by either Party, be referred to arbitration under the provisions of the Arbitration Act 1996, except that the place of any arbitration shall be the headquarters of the Commissioner.

41. NOTICES

- 41.1 Any notice given under the Contract, may be sent by hand or post or by registered post or by the recorded delivery service or by facsimile transmission which results in the receipt of a written communication in permanent form sent:

41.1.1 To the Contractor at his last known address or if the Contractor is a limited company its Registered Office.

41.1.2 To the Commissioner and addressed to the Chief Constable.

- 41.2 Any notice served shall be treated as effectively given on the day when in the ordinary course of the means of transmissions, it would first be received by the person it was addressed to in normal business hours.

42. THE EFFECT OF THE INVALIDITY OF ANY OF THE PROVISIONS OF THIS CONTRACT ON THE CONTRACT AS A WHOLE

- 42.1 If any provision of the Contract shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable it shall not affect any of the other provisions of the Contract which all shall remain in force.

43. BUSINESS CONTINUITY

- 43.1 The Contractor should have in place appropriate arrangements, having regard to the nature, scale and complexity of its business, to ensure that it can continue to function and meet its contractual obligations in the event of an unforeseen interruption. These arrangements should be regularly updated and tested to ensure their effectiveness.

44. FOREIGN RESIDENCY

- 44.1 In compliance with the ACPO National (Security) Vetting Policy the Commissioner is unable to security vet anyone who has not been resident in the UK for a continuous period of the last three years, whatever their nationality. Such persons will, therefore, be unable to work on any Contract let by the Commissioner which requires access to the Commissioner assets (including its buildings). The only exception to this is where the individual concerned is able to produce assurances by way of certificates of good conduct or similar documents issued by the Police and/or other Law Enforcement agencies in the countries where they have been, or are, resident. Even where these are produced the Commissioner reserves the right to disqualify them from work on this

Contract. The three year period should be interpreted literally, but an exception will be made where there is a maximum of a total of 6 months continuous or broken overseas residency within that period.

45. GOVERNING LAW

- 45.1 This Contract shall be governed by the laws of England and for the benefit of the Commissioner the Contractor agrees that the courts of England are to have jurisdiction to settle disputes in connection with this Contract and submits to the jurisdiction of the courts of England.
- 45.2 Nothing in this clause limits the right of the Commissioner to bring proceedings against the Contractor in connection with this Contract in any other court of competent jurisdiction or at the same time in more than one jurisdiction within the EEC.

46. VETTING OF CONTRACTED STAFF

- 46.1 The Commissioner is fully compliant with the Association of Chief Police Officer's National Vetting Policy 2010 with regard to the vetting of Non-Police Personnel, which includes Contractor staff. This requires the Commissioner to carry out vetting checks upon all personnel who are likely to be employed to work in or on Force assets. The vetting process requires completion of a vetting forms, which will be issued by the Commissioner, and will include checks on Police databases held nationally, by the Commissioner and, where deemed relevant, by other Police Forces and Law Enforcement Agencies. This process will also include checks on other persons named (generally family) on the completed form. In certain cases credit reference checks will also be carried out based upon the data supplied on the Basic Check form.
- 46.2 Normally, 21 working days should be allowed for vetting to be completed between the submission of vetting forms to the Commissioner's contract manager and the commencement of work on site. When, for operational reasons, 21 days cannot be allowed it is the responsibility of the Contractor/PFI provider to contact the appropriate person in-Force BEFORE deploying any staff that have not been vetted to the required standard in order for the clearance process to be fast-tracked or alternative supervisory arrangements to be made.
- 46.3 Contractors are warned that persons with recent criminal convictions are unlikely to be allowed to work on any contract where access to Force assets, including buildings, is likely. Additionally, the Commissioner Vetting Unit will consider issues that could heighten vulnerability bring discredit upon or otherwise cause embarrassment to the Commissioner or to the Police Service generally and, where these conditions apply, will reject an applicant.
- 46.4 Partial completion of the Vetting forms will result in them being returned, as will a failure to sign the declaration at the bottom of the form. Non-declaration of relevant requested information or any other attempt to mislead will result in an automatic rejection of the applicant on integrity grounds.
- 46.5 In certain cases, applicants will also be asked to undergo National Security Vetting to

security check (SC) level, particularly where their work may involve access to Force information, technology and telecommunications assets. The forms to be completed in these cases will include a financial questionnaire and credit reference checks will be carried out upon the applicant and family residing with him/her.

46.6 Vetting checks **cannot** be carried out on persons who have not resided in the UK for a continuous period of three years, prior to the date of completion of the relevant vetting form, and will not be considered suitable for employment on any contract let by the Commissioner. The Commissioner will, however, consider cases where certificates of good behaviour issued by the governments of countries in which the subject has resided during the three year period are produced.

46.7 The Commissioner's Head of Professional Standards, to whom a written submission should be made within 14 days of the date the rejection was notified, will review vetting decisions rejecting Contractor staff for work on a contract let by the Commissioner.

47. CONTRACT INEFFECTIVENESS

47.1 If the Contract is held invalid, illegal or unenforceable for any reason so fundamental as to prevent the accomplishment of the purpose of the Contract and good faith negotiations to remedy such invalidity, illegality or unenforceability can not to the reasonable commercial endeavours of the parties remedy such invalidity, illegality or unenforceability then the Commissioner or Contractor may terminate the Contract with immediate effect by notice in writing.

47.2 Where the Commissioner terminates the Contract in accordance with Clause 47.1 above, the parties agree that the Commissioner shall pay all costs and fees incurred up to the point of termination included but not limited to Implementation Fees and costs as set out in the Price Schedules of the Tender Document.

47.3 Where the Contractor terminates in accordance with Clause 48.1 above, the Parties agree that the Contractor shall reimburse any advance payments made by the Commissioner for Services to be rendered after the point of termination.

48. DECLARATION OF INEFFECTIVENESS

48.1 The Commissioner may by notice in writing to the Contractor terminate the Contract following a declaration by a relevant UK or other European Court that the Contract is Ineffective ("Declaration of Ineffectiveness") in accordance with the provisions of Clauses 49.2 to 49.6 (inclusive). Upon such termination, the Commissioner shall be at liberty to enter into any agreement with such other persons, companies or firms as the Commissioner may think fit in respect of the provision of the Goods and/or Services.

48.2 In the event that a court makes a Declaration of Ineffectiveness, the Commissioner shall promptly notify the Contractor ("the Ineffectiveness Notice"). The Parties agree that the provisions of Clauses 49.2 to 49.7 (inclusive) shall apply as from the date of receipt by the Contractor of the Ineffectiveness Notice ("the Ineffectiveness Notification Date").

- 48.3 The termination of the contract by service of an Ineffectiveness Notice shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.

As from the Ineffectiveness Notification Date, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Commissioner shall reasonably determine an appropriate cessation plan ("Cessation Plan") with the object of achieving:

- 48.3.1 an orderly and efficient cessation of the Services and/or supply of Goods or (at the Commissioner's request) a transition of the Services to the Commissioner or such other entity as the Commissioner may specify; and
 - 48.3.2 minimal disruption or inconvenience to the Commissioner,
 - 48.3.3 in accordance with the provisions of Clauses 49.2 to 49.7 (inclusive) to give effect to the terms of the Declaration of Ineffectiveness,
 - 48.3.4 that any property or resources transferred to the Contractor from the Commissioner as part of the contract, will transfer back to the Commissioner.
- 48.4 Upon agreement, or determination by the Commissioner, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 48.5 In the event of an Ineffectiveness Notice, the Commissioner shall pay the Contractor's reasonable costs in assisting the Commissioner in preparing, agreeing and complying with the Cessation Plan and the Contractor's reasonable cost of implementation of the Contract. Such costs shall be based on any comparable costs or charges agreed as part of this Contract or as otherwise reasonably determined by the Commissioner. The Commissioner shall not be liable to the Contractor for any loss of profit, revenue, goodwill or loss of opportunity or other costs as a result of the termination by the Ineffectiveness Notice.
- 48.6 The Commissioner shall only be liable upon termination by Ineffectiveness Notice for payment in respect of accepted Goods and Services up to the Ineffectiveness Notification Date but only in so far as they are within the scope and nature contemplated in and subject to any limit stated in the Special Conditions of Contract or in the Purchase Order.

49. MISUSE OF COMPUTERS ACT, 1990

- 49.1 The Contractor, his staff and agents will comply with Misuse of Computers Act 1990 and shall indemnify and keep indemnified the Commissioner against any such breach.

50. MANAGEMENT INFORMATION PROGRESS REPORTS

- 50.1 Progress reports and other management information must be submitted under this Contract (which the Contractor shall not unreasonably refuse to do so), the Contractor

shall render such reports and management information in a timely and comprehensive manner as to the progress of the obligations under this Contract at the time and in such form and timescales as may be specified or as otherwise agreed between the Commissioner and the tractor. Submission, receipt and acceptance of these reports shall not prejudice the rights of either party under this Agreement.

51. USE OF PREMISES AND FACILITIES

51.1 The Commissioner will provide the Contractor with access to, and use of, the Commissioner's Premises currently used in the provision of the Custody Medical Services free of charge. Such use will include washrooms, toilet facilities and office facilities where these currently exist. Any part of the Commissioner's Premises granted to the Contractor shall be solely for the purpose of performing its obligations under the Contract and shall be vacated on completion, termination or abandonment of the Contract.

51.2 The Commissioner will provide the Contractor with right of access to the Commissioner's Premises requiring the provision of Services, and keys, swipe cards and clock cards will be provided for this purpose where necessary and appropriate.

51.3 For the avoidance of doubt, it is hereby declared that the permission to enter the Commissioner's Premises hereby given is not the grant of a tenancy or any intention on the part of the Commissioner to create a tenancy in respect of the Commissioner's Premises or any part thereof.

51.4 The Contractor shall ensure that neither he nor his employees shall do any act or thing at any establishment other than the proper performance of the Services.

51.5 The Commissioner will, during the period of the Contract and in connection with the provision of the Services, allow the Contractor to use free of charge:-

51.5.1 any space, not necessarily on an exclusive basis, as may from time to time be designated for use by the Contractor.

51.5.2 such heating, lighting, water and electricity services as may be required for the proper delivery of the Services, subject to the exercise by the Contractor and his staff of all reasonable economies in such use. The Authorised Officer may issue directions to the Contractor with regard to reasonable economies, with which the Contractor shall comply.

51.6 The Contractor shall only use the Commissioner's Premises and facilities for the provision of the Services, and shall not use them, or allow them to be used, for any other purpose unless authorised in writing by the Authorised Officer, as he may in his absolute discretion determine.

51.7 The Contractor shall keep such space as may be made available, in a clean and tidy state at all times, and properly secured.

51.8 The Contractor will be allowed to utilise the existing telephone system, fax, intranet systems for internal and external communications directly associated with the provision

of Custody Medical Services free of charge. The Contractor will meet the full cost of all charges for any communications which are not directly associated with the provision of the Custody Medical Services.

- 51.9 The Contractor will be responsible for the provision of all word processing, typing, photocopying and postage services together with all stationery used in the provision of the Custody Medical Services.
- o The Contractor must satisfy himself as to the suitability of the Commissioner's Premises, taking account of the requirements of the Specification and the General and Special Conditions of Contract. No additional payments will be allowed in relation to the above, unless the Contractor submits written notice to the Commissioner prior to the start of the contract, bearing in mind that such payments are entirely at the discretion of the Commissioner.
 - o The Contractor shall observe and comply with all such rules and regulations as may be in force at any time for the use of the Commissioner's Premises as determined by the Commissioner.

52. EXCLUSIVITY

- 52.1 The Commissioner shall use its best endeavours to ensure that all relevant Commissioner employees use the Contract before any other sources. Where the Contract does not fulfil the Commissioner's requirements or is not appropriate in order to fulfil its operational needs, the Commissioner reserves the right to obtain goods and services from sources of its choice and under these circumstances is not committed to purchase through this Contract should it choose to exercise its right.

53. ENVIRONMENTAL CONSIDERATIONS

- 53.1 The Contractor shall take action to minimise any adverse effect on the environment from the products used in fulfilment of the Contract or from their manufacture, storage and supply in accordance with legislation and best practice at the time.

54. HUMAN RIGHTS

- 54.1 The Contractor shall not do or (in so far as any act lies within the reasonable power of the Contractor to prevent) permit or allow anything to be done which is incompatible with the rights contained within the European Convention on Human Rights and/or the Human Rights Act, 1998.
- 54.2 The Contractor shall not do or (in so far as any act lies within the reasonable power of the Contractor to prevent) permit or allow anything to be done which may result in the Commissioner acting incompatibly with the rights contained within the European Convention on Human Rights and/or the Human Rights Act, 1998.
- 54.3 The Contractor shall indemnify the Commissioner against any loss, claims and expenditure resulting from the Commissioner breach of this clause.

55. ADDITIONAL TERMS AND CONDITIONS

The Contractor is to instruct all his agents, subcontractors, staff and employees not to send additional contract terms subsequent to the issue of this Contract. Any terms and conditions sent on the back of delivery notes, timesheets or provided to contract participants to sign will be invalid. The Contract terms stated here in this document are the only terms which the Commissioner will enter into subject to final discussion (only on clauses denoted as non-compliant).

Schedule 6
Data Handling Schedule
Category 1

East Midlands Strategic Commercial Unit



VERSION CONTROL

Version No.	Date	Author	Post	Reason for Issue
V1.0	11 th January 2013	Graeme Unwin	Procurement Policy Manager	
V1.1	19 th July 2013	Graeme Unwin	Procurement Policy Manager	Amendment to Clause 2.2.4

Data and Systems Handling and Security (for Category 1 Suppliers)

1. Definitions

1.1 Where used in this Schedule:

- 1.1.1 the term "**Force**" means the Nottinghamshire / Northamptonshire / Derbyshire Police Force and includes any other term used therefore elsewhere in the Contract.
- 1.1.2 the term "**Contractor**" will include the term "**Provider**", "**Supplier**" or "**Consultant**", where this term is used elsewhere in the Contract to describe the party contracting with the Force.
- 1.1.3 the term "**Contract**" will be interchangeable with the term "**Agreement**", where used elsewhere in the Contract or Agreement and shall be deemed to include all schedules and appendices thereto.

1.2 For the purpose of this Schedule the following expressions will have the meanings ascribed to them:

- 1.2.1 "**Breach of Security**" means the occurrence of unauthorised access to or unauthorised use of Force Premises, the Sites, the Services, the ICT Environment or any ICT or data (including Police Data) used by the Force or the Contractor in connection with the Contract.
- 1.2.2 "**Business Day**" means any day other than a Saturday or Sunday or a public or bank holiday in England.
- 1.2.3 "**Change Control Procedure**" means the procedure agreed between the parties for making amendments to the Contract.
- 1.2.4 "**Force BCDR Plan**" means such business continuity and disaster recovery plan of the Force that may be notified to the Contractor from time to time.
- 1.2.5 "**Police Data**" means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:
 - 1.2.5.1 is provided to the Contractor by or on behalf of the Force in connection with the Contract,
 - 1.2.5.2 the Contractor is required to generate, process, store or transmit pursuant to the Contract, or
 - 1.2.5.3 is any Personal Data for which the Force is the Data Controller.
- 1.2.6 "**Force Premises**" means premises owned, controlled or occupied by the Force and made available for use by the Contractor or its sub-contractors for the provision of the Services on the terms set out in the Contract or any separate agreement or licence.
- 1.2.7 "**Force System**" means any computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by or on behalf of the Force, or any of its employees, agents,

consultants and contractors, or the Contractor in connection with the Contract and which is owned by, or licensed by a third party to, the Force, or any of its employees, agents, consultants and contractors, and which interfaces with the Contractor System or is used by, or on behalf of, the Force to receive the Services.

- 1.2.8 **"Commercially Sensitive Information"** means information notified to the Force in writing (prior to the commencement of this Contract) which has been clearly marked as Commercially Sensitive Information comprised of information: (a) which is provided by the Contractor to the Force in confidence for the period set out in that notification; and/or (b) that constitutes a trade secret.
- 1.2.9 **"Confidential Information"** means all information in respect of the business and activities of a party including, without prejudice to the generality of the foregoing, any ideas; business methods; finance; prices, business, financial, marketing, development or manpower plans; customer (including programme participants) lists or details; computer systems and software; products or services, including but not limited to know-how or other matters connected with the products or services manufactured, marketed, provided or obtained by such party, and information concerning such party's relationships with actual or potential clients, customers or suppliers and the needs and requirements of such party and of such persons and any other information which, if disclosed, will be liable to cause harm to such party or which is of a confidential or proprietary nature (including information imparted orally). This definition does not mean the same as "Confidential" as defined in the Government Protective Marking Scheme (GPMS)
- 1.2.10 **"Contracting Authority"** means any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Force.
- 1.2.11 **"Contractor BCDR Plan"** shall have the meaning set out in paragraph 13.1.
- 1.2.12 **"Contractor Confidential Information"** means Confidential Information proprietary to the Contractor.
- 1.2.13 **"Contractor Personnel"** means all employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor.
- 1.2.14 **"Contractor Software"** means software proprietary to the Contractor, including but not limited to software which is or will be used by the Contractor for the purposes of providing the Services.
- 1.2.15 **"Contractor System"** means any ICT system(s) used and controlled by the Contractor in performing the Services.
- 1.2.16 **"Crown Body"** means any department, office or agency of the Crown.
- 1.2.17 **"Data", "Data Controller", "Data Processor", "Personal Data", "Sensitive Personal Data", "Data Subject", "Process" and "Processing"** will have the meanings given to those terms by the Data Protection Act 1998.
- 1.2.18 **"Data Protection Legislation"** means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory

Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

- 1.2.19 **"Dispute Resolution Procedure"** means the dispute resolution procedure set out in the Contract for the resolution of disputes between the parties.
- 1.2.20 **"Environmental Information Regulations"** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Crown Body or government department in relation to such regulations.
- 1.2.21 **"FOIA"** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Crown Body or government department in relation to such legislation.
- 1.2.22 **"Good Industry Practice"** means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
- 1.2.23 **"ICT"** means information and communications technology.
- 1.2.24 **"ICT Environment"** means the Force System and the Contractor System.
- 1.2.25 **"Information"** has the meaning given under section 84 of the Freedom of Information Act 2000.
- 1.2.26 **"ISO"** means the Force Information Security Officer.
- 1.2.27 **"Law"** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.
- 1.2.28 **"Malicious Software"** means any software program or code intended to destroy, interface with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether introduced wilfully, negligently or without knowledge of its existence.
- 1.2.29 **"Personal Data"** means data which relate to a living individual who can be:
 - a) from those data OR
 - b) from those data and other information which is in the possession of, or likely to come into the possession of the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual
- 1.2.30 **"Security Policy Framework"** means the Cabinet Office Security Policy Framework.

1.2.31 **"Sensitive Personal Data"** means personal data consisting of information as to -;

- a) the racial or ethnic origin of the data subject
- b) his/her political opinion
- c) his/her religious belief or other beliefs of a similar nature
- d) whether he/she is a member of a trade union
- e) his/her physical or mental health or condition
- f) his/her sexual life
- g) the commission or alleged commission by him/her of any offence
- h) any proceedings for any offence committed or alleged to have been committed by him/her, the disposal of such proceedings or the sentence of any court in such proceedings

1.2.32 **"Protectively Marked"** has the meaning set out in the Security Policy Framework.

1.2.33 **"Regulatory Bodies"** means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Force and **"Regulatory Body"** shall be construed accordingly.

1.2.34 **"Request for Information"** means a request for information or an apparent request for information under the Code of Practice on Access to Force Information, FOIA or the Environment Information Regulations.

1.2.35 **"Requirement"** means any requirement, specification or similar document provided by the Force, or forming part of the Contract, which sets out details of the Services.

1.2.36 **"Security Plan"** means the Contractor's security plan prepared pursuant to paragraph 9 of this Schedule.

1.2.37 **"Security Policy"** means such security policy of the Force as may be in force from time to time, including without limitation the Force's ICT Acceptable Use Policy.

1.2.38 **"Security Tests"** have the meaning set out in paragraph 10.1 of this Schedule.

1.2.39 **"Services"** means the services to be provided by the Contractor to the Force pursuant to the Contract, including without limitation the supply of goods or products to the Force.

1.2.40 **"Sites"** means any premises from which the Services are provided or from which the Contractor manages, organises or otherwise directs the provision or the use of the Services or where any part of the Contractor System is situated or where any physical interface with the Force System takes place.

1.2.41 **"Staff Vetting Procedures"** means those procedures and departmental policies notified to the Contractor from time to time for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.

1.2.42 “**Standards**” means those British or international standards, the Force internal policies and procedures, Government codes of practice and guidance referred to in the Requirement.

1.2.43 “**Third Party Software**” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services.

2. Data Handling

General

2.1 The Contractor warrants, represents and undertakes for the duration of the Contract that:

2.1.1 it will in using any data or systems under or in connection with the Contract comply in all respects with applicable Law and reasonable requirements of the Force (including without limitation ensuring that it uses Third Party Software approved in writing by the Force for protection against Malicious Software and for encrypting Police Data being transmitted over the internet);

2.1.2 all personnel used to provide the Services will be vetted in accordance with staff vetting procedures;

2.1.3 it has and will continue to hold all regulatory approvals from Regulatory Bodies necessary to perform its obligations under the Contract;

2.1.4 it has and will continue to have all rights in and to the Contractor Software, any Third Party Software and any other software materials made available by it and/or its sub-contractors to the Force necessary to perform its obligations under the Contract; and

2.1.5 in performing its obligations under the Contract, all software used by or on behalf of it will be currently supported versions of that software and perform in all material respects in accordance with its specification.

Police Data

2.2 The Contractor will:

2.2.1 not delete or remove any proprietary notices contained within or relating to Police Data;

2.2.2 not store, copy, disclose, or use Police Data except as necessary for the performance of its obligations under the Contract or as otherwise expressly authorised in writing by the Force;

2.2.3 to the extent that Police Data is held and/or processed by the Contractor, it will provide that Police Data to the Force, or such of its employees, agents, consultants and contractors as the Force shall specify from time to time, as requested in a format specified by the Force (acting reasonably);

2.2.4 be responsible for preserving the integrity of Police Data in its possession or control, or which it uses, and preventing corruption, unauthorised disclosure or loss of the same;

- 2.2.5 ensure the availability of the Police Data held and/or processed by the Contractor (in accordance with the requirements of the Force from time to time) to the Force and such of its employees, agents, consultants and contractors as the Force shall specify from time to time;
 - 2.2.6 perform secure back-ups of all Police Data held on its systems and ensure that up-to-date back-ups are stored off-site in accordance with Good Industry Practice, any Force BCDR Plan or the reasonable requirements of the Force. The Contractor will ensure that such back-ups are available and are delivered to the Force and such of its employees, agents, consultants and contractors as the Force shall specify from time to time, at all times upon request and upon termination or expiry of the Contract; and
 - 2.2.7 ensure that any system (including without limitation any personal computer, laptop, server, storage device and removable media) on which it holds Police Data, including but not limited to back-up data, is a secure and encrypted system meeting Good Industry Practice and complying with any Security Policy and the Standards and, without limiting the generality of the foregoing in any way, that unencrypted removable media is never used to store, transport or Process any Police Data that is Personal Data, Sensitive Personal Data or IL2/PROTECT (and above).
- 2.3 If Police Data is corrupted, lost or sufficiently degraded as a result of the Contractor's default so as to be unusable, the Force may at its sole discretion:
- 2.3.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of such Police Data to the extent and in accordance, where relevant, with the Force BCDR Plan and the Force Incident Management Policy and will do so as soon as practicable but not later than three (3) Business Days after the discovery of the corruption, loss or degradation; and/or
 - 2.3.2 itself restore or procure the restoration of such Police Data, and will be reimbursed by the Contractor any reasonable expenses incurred in doing so.
- 2.4 If at any time the Contractor suspects or has reason to suspect that Police Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then it will notify the Force immediately and inform the Force of the remedial action it proposes to take.

Protection of Personal Data

- 2.5 With respect to the parties' rights and obligations under the Contract, they agree that the Force is the Data Controller and that the Contractor is a Data Processor. The Contractor acknowledges that the Force may also engage other Data Processors to perform services for and on behalf of the Force and the Contractor shall co-operate and interface directly with such third parties as instructed by the Force.
- 2.6 The Contractor will:
- 2.6.1 process the Personal Data only in accordance with instructions from the Force (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by the Force to the Contractor during the term of the Contract);

- 2.6.2 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;
- 2.6.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures will be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- 2.6.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 2.6.5 obtain prior written consent from the Force in order to transfer the Personal Data to any sub-contractors or affiliates for the provision of the Services;
- 2.6.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this paragraph 2.6;
- 2.6.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to a third party unless directed in writing to do so by the Force;
- 2.6.8 notify the Force immediately if it receives:
 - 2.6.8.1 a request from a Data Subject to have access to that person's Personal Data; or
 - 2.6.8.2 a complaint or request relating to the Force's obligations under the Data Protection Legislation;
- 2.6.9 provide the Force with full cooperation and assistance in relation to any complaint or request made, including without limitation by:
 - 2.6.9.1 providing the Force with full details of the complaint or request;
 - 2.6.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Force's instructions;
 - 2.6.9.3 providing the Force with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Force); and
 - 2.6.9.4 providing the Force with any information requested by the Force;
- 2.6.10 permit the Force or the Force's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data Processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the Force to enable the Force to verify and/or procure that the Contractor is in full compliance with its obligations under the Contract;
- 2.6.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within timescales required by the Force); and

- 2.6.12 not Process Personal Data outside the European Economic Area without the prior written consent of the Force and, where the Force consents to a transfer, to comply with:
 - 2.6.12.1 the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - 2.6.12.2 any reasonable instructions notified to it by the Force.
- 2.7 The Contractor will comply at all times with the Data Protection Legislation and will not perform its obligations under the Contract in such a way as to cause the Force to breach any of its applicable obligations under the Data Protection Legislation.

Contractor System

- 2.8 The Contractor shall ensure for the duration of the Contract that, in respect of the Contractor System, it:
 - 2.8.1 has appropriate network defence systems enabled;
 - 2.8.2 maintains in place patching and anti-virus policies and that performance against these is measured and monitored to ensure compliance;
 - 2.8.3 completed a Code of Connection Agreement that meets minimum standards.
 - 2.8.4 performs a risk assessment and that appropriate, prudent and cost effective risk treatment measures have been applied

in each case in accordance with Good Industry Practice, any Security Policy and the Standards.

3. Confidentiality

- 3.1 Except to the extent set out in this paragraph 3 or where disclosure is expressly permitted elsewhere in the Contract, each party shall:
 - 3.1.1 treat the other party's Confidential Information as confidential in accordance with Good Industry Practice, any Security Policy and the Standards; and
 - 3.1.2 not disclose the other party's Confidential Information to any other person without the other party's prior written consent.
- 3.2 Paragraph 3.1 will not apply to the extent that:
 - 3.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including without limitation any requirements for disclosure under the FOIA, Code of Practice on Access to Force Information or the Environmental Information Regulations;
 - 3.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the other party;
 - 3.2.3 such information was obtained from a third party without obligation of confidentiality;

- 3.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 3.2.5 it is independently developed without access to the other party's Confidential Information.
- 3.3 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Force shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 3.4 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Force to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 3.5 The Contractor may only disclose Confidential Information to Contractor Personnel directly involved in the provision of the Services and who need to know the information, and will ensure that such Contractor Personnel are aware of and comply with these obligations as to confidentiality.
- 3.6 The Contractor will not, and will procure that the Contractor Personnel do not, use Confidential Information received otherwise than for the purposes of the Contract.
- 3.7 At the written request of the Force, the Contractor shall procure that those members of the Contractor Personnel identified in the Force's written request sign a confidentiality undertaking (in such form as the Force shall reasonably require) prior to commencing any work in accordance with the Contract, or at such later date as the Force shall specify in its written request.
- 3.8 Nothing in the Contract will prevent the Force from disclosing Contractor Confidential Information:
 - 3.8.1 to any Crown Body or other Contracting Authority, and all Crown Bodies or Contracting Authorities receiving such Confidential Information will be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
 - 3.8.2 to any consultant, contractor or other person engaged by the Force or any person conducting an Home Office or Cabinet Office review;
 - 3.8.3 for the purpose of the examination and certification of the Force's accounts; or
- 3.9 The Force will use all reasonable endeavours to ensure that any government department, Crown Body, Contracting Authority, employee, third party or sub-contractor to whom Contractor Confidential Information is disclosed pursuant to paragraph 3.8 is made aware of the Force's obligations of confidentiality.
- 3.10 Nothing in this paragraph 3 will prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of intellectual property rights.

- 3.11 This paragraph 3 survives termination of the Contract and will continue in full force and effect.

4. Freedom of Information

- 4.1 The Contractor acknowledges that the Force is subject to the requirements of the Code of Practice on Force Information, FOIA and the Environmental Information Regulations and will assist and cooperate with the Force to enable the Force to comply with its Information disclosure obligations.

- 4.2 The Contractor will and will procure that its sub-contractors will:

4.2.1 transfer to the Force all Requests for Information that it receives as soon as practicable and in any event within two Business Days of receiving a Request for Information;

4.2.2 provide the Force with a copy of all Information in its possession, or power in the form that the Force (acting reasonably) requires within five Business Days (or such other period as the Force may specify) of the Force's request; and

4.2.3 provide all necessary assistance as reasonably requested by the Force to enable the Force to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

- 4.3 The Force is responsible for determining in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether any Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Force Information, FOIA or the Environmental Information Regulations.

- 4.4 In no event will the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Force.

- 4.5 The Contractor acknowledges that (notwithstanding the provisions of paragraph 3) the Force may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:

4.5.1 in certain circumstances without consulting the Contractor; or

4.5.2 following consultation with the Contractor and having taken the Contractor's views into account;

provided always that where paragraph 4.5 applies the Force shall, in accordance with any recommendations of the Code referred to above, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 4.6 The Contractor will ensure that all Information is retained for disclosure as required by Law and will permit the Force to inspect such records as requested from time to time.

- 4.7 This paragraph 4 will survive termination of the Contract and continue in full force and effect.

5. Security Requirements

- 5.1 The Contractor shall comply, and shall procure the compliance of Contractor Personnel, with any Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan fully complies with any Security Policy and any other reasonable requirements of the Force.
- 5.2 The Force shall notify the Contractor of any changes or proposed changes to any Security Policy.
- 5.3 If the Contractor believes that a change or proposed change to any Security Policy will have a material and unavoidable cost implication to the Services it may submit a change request. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken or will take to mitigate those costs. Any change to the fees shall then be agreed in accordance with the Contract Change Control Procedure.
- 5.4 Until and/or unless a change to the fees is agreed by the Force pursuant to paragraph 5.3 the Contractor shall continue to perform the Services in accordance with its existing obligations under the Contract.

6. Malicious Software

- 6.1 The Contractor shall, as an enduring obligation throughout the term of the Contract, use the latest versions of anti-virus definitions available to check for and delete Malicious Software from the ICT Environment.
- 6.2 Notwithstanding paragraph 6.1, if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Police Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 6.3 Any cost arising out of the actions of the parties taken in compliance with the provisions of paragraph 6.2 shall be borne by the parties as follows:
 - 6.3.1 by the Contractor where the Malicious Software originates from the Contractor Software, Third Party Software or Police Data whilst under the control of the Contractor; and
 - 6.3.2 by the Force if the Malicious Software originates from Force Software or Police Data whilst under the control of the Force or any of its employees, agents, consultants and contractors.

7. Staffing Security

- 7.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the date of the Contract were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 7.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy.
- 7.3 The Contractor shall document the security roles and responsibilities related to the Contractor System, Processing of Police Data and performance of the Services and

name the Contractor Personnel assigned to such roles and notify the Force of the same (and any amendments thereto) in writing from time to time.

7.4 The Contractor shall ensure that all Contractor Personnel who have unescorted access to Force Premises will comply with all visitor requirements and standard policies, rules and regulations relating to such Force Premises as the Force shall require from time to time.

7.5 The Contractor shall ensure that only authorised Contractor Personnel have physical and logical access to the ICT Environment and further, in respect of Police Data and the Force System, only such of those Contractor Personnel who need such access for the purposes of performance of the Services.

8. Principles Of Security

8.1 The Contractor acknowledges that the Force places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Sites and security for the Contractor System. The Contractor also acknowledges the confidentiality of Police Data.

8.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security in relation to the Contractor System which:

8.2.1 is in accordance with Good Industry Practice and Law;

8.2.2 complies with the Security Policy;

8.2.3 meets any specific security threats to the Contractor System; and

8.2.4 complies with ISO/IEC27002 and ISO/IEC27001, PASF or equivalent standard in accordance with paragraph 11 of this Schedule.

8.3 Without limiting paragraph 8.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Force from time to time):

8.3.1 loss of integrity of Police Data;

8.3.2 loss of confidentiality of Police Data;

8.3.3 unauthorised access to, use of, or interference with Police Data by any person or organisation;

8.3.4 unauthorised access to network elements, buildings, Force Premises, the Sites, and tools used by the Contractor in the provision of the Services;

8.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Police Data; and

8.3.6 loss of availability of Police Data due to any failure or compromise of the Services.

9. Security Plan

9.1 Introduction

The Contractor shall develop, implement and maintain a Security Plan to apply during the term of the Contract and after the end of such term (as applicable) in accordance with an exit plan which will be approved by the Force, tested, periodically updated and audited in accordance with this Schedule.

9.2 Development

- 9.2.1 Within 20 Business Days after the date of the Contract, the Contractor will prepare and deliver to the Force for approval its full and final Security Plan.
- 9.2.2 If the Security Plan is approved by the Force it will be adopted immediately. If the Security Plan is not approved by the Force the Contractor shall amend it within 10 Business Days of a notice of non-approval from the Force and re-submit to the Force for approval. The parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Business Days (or such other period as the parties may agree in writing) from the date of its first submission to the Force. If the Force does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Force pursuant to this paragraph 9.2.2 of this Schedule may be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements of this Schedule shall be deemed to be reasonable.

9.3 Content

- 9.3.1 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:
 - 9.3.1.1 the provisions of this Schedule;
 - 9.3.1.2 the provisions of the Requirement relating to security;
 - 9.3.1.3 ISO/IEC27002 and ISO/IEC27001, PASF or equivalent standard;
 - 9.3.1.4 such data protection compliance guidance as may be produced by the Force;
 - 9.3.1.5 the minimum set of security measures and standards required where the ICT Environment will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;
 - 9.3.1.6 any other extant national information security requirements and guidance, as provided by Information Security Officers; and
 - 9.3.1.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.
- 9.3.2 References to standards, guidance and policies set out in paragraph 9.3.1 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, from time to time.

- 9.3.3 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Contractor shall notify the Force's contract manager of such inconsistency immediately upon becoming aware of the same, and the Force's contract manager shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.
- 9.3.4 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001, PASF or equivalent standard cross-referencing if necessary to other Schedules of the Contract which cover specific areas included within that standard.
- 9.3.5 The Security Plan shall be written in plain English in language which is readily comprehensible to the staff of the Contractor and the Force engaged in the Services and shall not reference any other documents which are not either in the possession of the Force or otherwise specified in this Schedule.

9.4 Amendment and Revision

- 9.4.1 The Security Plan will be fully reviewed and updated by the Contractor annually, or from time to time to reflect:
 - 9.4.1.1 emerging changes in Good Industry Practice;
 - 9.4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;
 - 9.4.1.3 any new perceived or changed threats to the Contractor System; and
 - 9.4.1.4 a reasonable request by the Force
- 9.4.2 The Contractor will provide the Force with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Force.
- 9.4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of a Force request or change to the Requirement or otherwise) shall be subject to the Change Control Procedure and shall not be implemented until approved in writing by the Force.

10. **Audit and Testing**

- 10.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Force.
- 10.2 The Force shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Force with the results of such tests (in a form approved by the Force in advance) as soon as practicable after completion of each Security Test.
- 10.3 Without prejudice to any other right of audit or access granted to the Force pursuant to the Contract, the Force shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including without limitation penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's

compliance with and implementation of the Security Plan. The Force may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the Services. If such tests impact adversely on its ability to deliver the Services in accordance with the Requirement and the Contract, the Contractor shall be granted relief against any resultant under-performance for the period of the tests.

10.4 Without prejudice to any other right of audit or access granted to the Force pursuant to the Contract, the Force may at any time conduct an audit for the purpose of assessing the Contractor's compliance with its obligations under this Schedule. The Force shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services. Subject to the Force's obligations of confidentiality, the Contractor shall (and shall procure that the Contractor Personnel shall) on demand provide the Force (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including without limitation all information requested by the Force within the permitted scope of the audit, reasonable access to any Sites, access to the Contractor System and access to Contractor Personnel.

10.5 Where any Security Test carried out pursuant to paragraphs 10.2 or 10.3, or audit performed pursuant to paragraph 10.4, above reveals any actual or potential security failure or weaknesses, or any other breach by the Contractor of its obligations under this Schedule, the Contractor shall promptly notify the Force of the changes to the Security Plan (and the implementation thereof) and / or other remedial action (as applicable) which the Contractor proposes in order to correct such failure or weakness or remedy such breach. Subject to the Force's written approval (in accordance with paragraph 9.4.3 in respect of the Security Plan), the Contractor shall implement such changes or remedial action in accordance with the timetable agreed with the Force or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where a change to the Security Plan or remedial action is to address a non-compliance with the Security Policy or obligations under this Schedule, the change to the Security Plan and / or remedial action (as applicable) shall be at no additional cost to the Force. For the purposes of this paragraph 10, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

11. Compliance With ISO/IEC 27001

11.1 The Contractor shall obtain independent certification of the Security Plan or evidence compliance that they are working towards ISO 27001, PASF or equivalent standard as soon as reasonably practicable and will maintain such certification for the duration of the Contract.

11.2 If certain parts of the Security Plan do not conform to good industry practice as described in ISO 27002 and, as a result, the Contractor reasonably believes that its certification to ISO 27001 would fail in regard to these parts, the Contractor shall promptly notify the Force of this and the Force in its absolute discretion may waive the requirement for certification in respect of the relevant parts.

11.3 The Contractor shall carry out such regular security audits as may be required by the British Standards Institute in order to maintain delivery of the Services in compliance with security aspects of ISO 27001 and shall promptly provide to the Force any associated security audit reports and shall otherwise notify the Force of the results of such security audits.

11.4 If it is the Force's reasonable opinion that compliance with the principles and practices of ISO 27001, PASF or equivalent standard is not being achieved by the

Contractor, then the Force shall notify the Contractor of the same and give the Contractor a reasonable time (having regard to the extent of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO 27001. If the Contractor does not become compliant within the required time then the Force has the right to obtain an independent audit against these standards in whole or in part.

- 11.5 If, as a result of any such independent audit as described in paragraph 11.4 the Contractor is found to be non-compliant with the principles and practices of ISO 27001, PASF or equivalent standard then the Contractor shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Force in obtaining such audit.

12. Breach Of Security

- 12.1 Either party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan provided always that the Force shall only be required to notify to the extent that the Breach of Security affects the Services.

- 12.2 Upon becoming aware of any of the circumstances referred to in paragraph 12.1, the Contractor shall:

12.2.1 immediately take all reasonable steps necessary to:

12.2.1.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and

12.2.1.2 prevent an equivalent breach in the future.

Such steps shall include any action or changes reasonably required by the Force. In the event that such action is taken in response to a breach that is determined by the Force acting reasonably not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the Change Control Procedure.

- 12.2.2 as soon as reasonably practicable provide to the Force full details (using such reporting mechanism as may be specified by the Force from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

13. Business Continuity and Disaster Recovery

- 13.1 Without prejudice to the provisions of paragraphs 2.2.6 and 2.3, the Contractor warrants, represents and undertakes for the duration of the Contract that it will have an up-to-date business continuity and disaster recovery plan in relation to the performance of the Services, availability of the Contractor System and Police Data and compliance with its obligations under this Schedule sufficient to enable it to maintain or promptly reinstate (within such reasonable time periods as the Force shall from time to time specify) performance of the Services, availability of the Contractor System and Police Data and compliance with its obligations under this Schedule in the event of a disaster or other business interruption ("Contractor BCDR Plan"). The Contractor shall provide the Force with an up to date copy of the same whenever requested by the Force and whenever it is amended. The Contractor will ensure that the Contractor BCDR Plan complements and co-ordinates with the Force BCDR Plan. The Contractor shall ensure that it is able to implement the Contractor BCDR Plan at any time in accordance with its terms.

- 13.2 The Contractor shall carry out regular tests (at least once every 12 months) of the Contractor BCDR Plan and shall provide the Force with 6 weeks prior written notice of such planned test date. The Force shall have the right to observe such tests and the parties shall meet following such tests to discuss whether any updates or amendments are required to the Contractor BCDR Plan. The Contractor shall provide the Force with full written details of the results of each test.
- 13.3 The Contractor will ensure that any tests of the Contractor BCDR Plan do not interrupt or otherwise adversely affect the provision of the Services in accordance with the Contract or the availability of the ICT Environment and Police Data, nor otherwise disrupt the Force's operations.

The Contractor shall undertake regular risk assessments in relation to the provision of the Services, availability of the ICT Environment and Police Data and compliance with its obligations under this Schedule, not less than once every six months and in accordance with the Security Policy and shall provide the results of, and any recommendations in relation to, those risk assessments to the Force promptly in writing following each such risk assessment. Such risk assessment shall include the identification of any threats or risks, how such threats and risks may be mitigated and how the provision of the Services, availability of the ICT Environment and Police Data and compliance with its obligations under this Schedule may be maintained in the event of any such identified threats or risks materialising. The Contractor shall maintain an up-to-date risk register in connection with the foregoing and make the same available to the Force upon request.

Schedule 7 Contractor Vetting

All staff who are instructed to work on this contract must be vetted by Nottinghamshire prior to commencement of the contract. The Contractor must also ensure that a Vetting Form is submitted for every sub-contractor employee who will be appointed to work on this contract. Immediately upon being notified of a successful tender award the contractor shall apply to Nottinghamshire Police to be supplied with the appropriate number of Vetting Application Forms. A fully completed Vetting Form must be submitted for every member of staff who will be instructed to work on this contract.

Payment must be made on application by attaching a cheque to the vetting application form issued by the relevant Force

The current vetting fee (Nottinghamshire) is £56.00 + VAT.



8 Devonshire Square London EC2M 4PL

Appendix 1

1 October 2013

EVIDENCE OF INSURANCE

TYPE: GENERAL LIABILITY (Public and Products Liability/Third Party Liability)

POLICY NUMBER: 47UKC17604

INSURER: ACE European Group Ltd

INSURED: G4S Plc and/or subsidiary and/or associated companies including
G4S Integrated Services (UK) Ltd

PERIOD: 1 October 2013 to 30 September 2014 both days inclusive

LIMITS OF LIABILITY:

Public and Products Liability:	GBP 10,000,000 any one occurrence but GBP 10,000,000 any one period of insurance for Products
Professional Indemnity: period of	GBP 10,000,000 in the aggregate any one Insurance
Medical Malpractice: period of	GBP 10,000,000 in the aggregate any one insurance

SITUATION: Worldwide

EXTENSIONS:

- Contractual liability
- Indemnity to Principal
- Care custody and control
- Liability arising from theft by employees
- Excess/Umbrella motor liability
- Loss of keys
- 90 days cancellation clause

EXCLUSIONS:

- War
- Aircraft and Watercraft

Yours faithfully

Aon UK Ltd

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Notwithstanding any requirement, term or condition of any contract or other document with respect to which document (letter) may be issued or pertain, the insurance afforded by each policy described herein is subject to all terms, exclusions, limitations, exclusions, cancellation provisions and conditions of such policy.

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