



Belfast Health and
Social Care Trust

CONTRACT

WITH

Bryson Care

Independent Advocacy Service

FOR THE PERIOD

01 APRIL 2014 - 31 MARCH 2017



1.0 DESCRIPTION OF PARTIES

1.1 **THIS CONTRACT** is made **BETWEEN THE BELFAST HEALTH AND SOCIAL CARE TRUST**, having its headquarters at A Floor, Belfast City Hospital, Lisburn Road, Belfast, BT9 7AB in the County of the City of Belfast (hereinafter called "the Trust") of the one part and **BRYSON CARE** of 28 Bedford Street, Belfast, BT2 7FE of the other Part (hereinafter called "the Organisation").

1.2 The Organisation is a Registered Charity. Registration Number: XT18920

1.3 The Organisation is a Company Limited by Guarantee. Company Number: NI 606733

2.0 PROJECT/SCHEME NAME

2.1 Independent Advocacy Service

3.0 DURATION OF CONTRACT

3.1 This Contract is effective from 01 April 2014 and, subject to the provision for termination hereinafter contained in Section 29, will continue in force until 31 March 2017 with the option to extend the Contract Period for a further 2 years i.e. by 1 year, plus 1 year.

4.0 FINANCE

4.1 In consideration of the services provided by the Organisation the total sum of [REDACTED] will be paid in 2014/15 – of this sum, [REDACTED] will be reviewed on an annual basis for the duration of this Contract and [REDACTED] is non-recurrent funding in 2014/15. Payment to be made via BACS one month in advance on the Trust's Payment Schedule. Normal monthly payments to be at 1/12th of the baseline. (Refer to Section 25)

4.2 Payment of the amounts at section 4.1 is subject to the Organisation adhering to the provisions of all Clauses in this Contract.

5.0 SOURCE OF FUNDING

5.1 The Source of funding for this Contract is through the [REDACTED]

6.0 MONITORING REQUIREMENTS

- 6.1 The Organisation undertakes to complete monthly activity returns to the Trust within seven working days of the end of each period on a copy of the monitoring schedule attached.

7.0 AIM OF SERVICE

- 7.1 To enhance the quality of life for adults with a learning disability from Belfast and Muckamore Abbey Hospital through the provision of high quality advocacy services.
- 7.2 To provide an independent advocacy service to adults with a learning disability both in a hospital environment and in the community.

8.0 SERVICE PROVISION (ACTIVITY)

- 8.1 The Organisation will provide services during each week in the year on each day of the week as agreed with the Trust's Key Service Link.

The Organisation shall provide:

- [REDACTED] Advocacy Services for people with a learning disability for 38 weeks per annum resulting in [REDACTED]
- [REDACTED] of QOL Assessments for patients making the transition from Muckamore Hospital to a home in the community [REDACTED] in 2014/15 on a non-recurrent basis).

9.0 ADDRESS ACTIVITY DELIVERED

- 9.1 The Organisation undertakes to provide services at the following premises in County of the City of Belfast: [REDACTED]

10.0 NAMED KEY OFFICERS

- 10.1 Name of Key Service Links for the Trust: [REDACTED]

- 10.2 Name of Key Contracts Officer for the Trust: [REDACTED]

- 10.3 Name of Key Service Officer for the Organisation: [REDACTED]

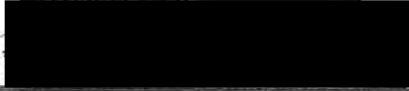
11.0 SIGNATORIES

The following signatories made in agreement to all clauses herein this document (1.0 to 30.2 inclusive)

SIGNED ON BEHALF OF:
Bryson Care

SIGNED ON BEHALF OF:
**Belfast Health and Social Care
Trust**

SIGNATURE



*NAME *Please Print Name of Signatory
above



DESIGNATION



DATE 7/10/14

SIGNATURE



*NAME



DESIGNATION



DATE 20/9/14

12.0 LEGAL REQUIREMENTS

- 12.1 The Organisation shall at all times operate within the relevant laws of the United Kingdom and Northern Ireland.
- 12.2 The Trust expects the Organisation to act within the spirit of the Human Rights Act 1998 and Section 75 of the Northern Ireland Act 1998 at all times as outlined in Appendix 1. The Trust remains responsible for compliance with Section 75 of the Northern Ireland Act 1998 and expects the Organisation to assist and cooperate to enable the Trust discharge its duty under this legislation.
- 12.3 The Organisation will have in place a Whistle Blowing Policy to encourage a culture of openness, dialogue and integrity in the way it manages and delivers its services. The Policy should acknowledge the legal responsibility as an employer to enable staff to have the confidence to express concerns without fear of recrimination or victimisation where concerns are raised in the public interest. Public Interest Disclosure (NI) Order 1998
- 12.4 The Organisation shall ensure that all employees adhere to the requirements of the Data Protection Act 1998. (Refer Appendix 3)
- 12.5 The Freedom of Information Act and the Environmental Information Regulations may require the Trust to disclose information about our relationship, including details relating to tender documents, specifications and prices which may have hitherto been considered confidential. The Trust has a legal responsibility to comply with this legislation. Should there be any information in this or other correspondence or documentation, which the Organisation would not wish to be made available to a third party, The Organisation must notify the Trust. The Trust does, however, reserve the right not to regard such information as confidential if the proper application of the legislation requires the Trust to disclose it. (Refer Appendix 4)
- 12.6 The Trust expects the Organisation to comply with the provisions of the Bribery Act 2010 which came into force on 1st July 2011. The Trust expects the Organisation to have in place and operate an anti-bribery policy which is in accordance with the Bribery Act 2010. Failure to do so may result in termination of this Contract forthwith. If the Organisation is charged under the Bribery Act, the Trust may terminate the Contract forthwith. The Organisation shall indemnify the Trust in full from and against any other loss sustained by the Trust in consequence of any breach of this clause, whether or not the Contract has been terminated.
- 12.7 The Trust expects the Organisation to comply with any requirements of the Race Relations (NI) Order 1997 and the European Race Directive 2003.
- 12.8 It is a condition of the Contract that the Organisation is registered with Access NI and complies with all the requirements stipulated OR has Pre-Employment Checks processed by an

Organisation who is registered as an Umbrella Body with Access NI. Failure to comply with the requirements of Access NI will be considered by the Trust as a fundamental breach and will result in termination of the Contract. Safeguarding Vulnerable Groups Order 2007, (The SVG Order) and amended by the Protection of Freedoms Act 2012.

12.9 All Organisations which deliver day care services to children under the age of 12 years must be registered by the Belfast Health and Social Care Trust in line with the requirements detailed in Sections 118-132 of the Children (Northern Ireland Order) 1995. The Trust will only commission such services from Organisations which are currently registered by the Belfast Health and Social Care Trust.

12.10 The Trust expects the Organisation to comply with the provisions of the Health and Personal Social Services Quality Improvement and Regulations (Northern Ireland) Order 2003 and to meet the minimum quality and governance standards which are set regionally. (Refer Appendix 5)

12.11 The Trust expects the Organisation to comply with any requirements of The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (NI) 1997 (RIDDOR). The following link can be accessed for further information www.hseni.gov.uk/riddor_booklet.pdf

12.12 The Provider shall notify the Trust immediately if the Provider undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 ("change of control"). The Trust may terminate the Contract by notice in writing with immediate effect within six months of:

- a) Being notified that a change of control has occurred; or
- b) Where no notification has been made, the date that the Trust becomes aware of the change of control, but shall not be permitted to terminate where the Trust's approval was granted prior to the change of control

13.0 EMPLOYMENT LEGISLATION AND STAFFING

13.1 The Organisation shall ensure that all staff will be recruited in accordance with all relevant employment legislation which may be in force during the period of this Contract and any statutory re-enactment thereof for the time being in force.

13.2 Organisation shall ensure that all prospective employees are required to disclose all criminal convictions inclusive of driving offences, within the terms of the Rehabilitation of Offenders (NI) Exceptions Order 1978.

13.3 The Trust expects the Organisation to comply with any requirements of the Agency Workers Regulations (N.I.) 2011 which came into operation on 5th December 2011.

- 13.4 The Organisation will comply with the requirements of the Northern Ireland Social Care Council's Code of Practice for Employers of Social Care Workers (HPSS Act (NI) 2001) and the Nursing and Midwifery Council, as appropriate.
- 13.5 The Trust expects the Organisation to ensure that any member of staff who is returning from an Employment Break to either their original post or a different post which requires vetting under SVGO Vetting and Barring Scheme must be re-vetted. Therefore the application for their Pre-Employment check through Access NI must be submitted at least 6 weeks prior to their return to work (Employment Break is classified as a period of unpaid leave lasting between 3 months and 5 years).
- 13.6 The organisation shall employ only such persons as have the requisite competence, skills and knowledge, demonstrable levels of experience and appropriate qualifications to effectively discharge their role and responsibilities in the delivery of services.
- 13.7 The Organisation shall provide the necessary induction to facilitate a staff member's engagement into their role and provide ongoing access to appropriate levels of training, development and support to enable them to fulfil their service delivery remit and responsibilities and will provide training and development opportunities to enable those staff registered with regulatory bodies to meet their post registration training and learning requirements (PRTL).
- 13.8 The Organisation will ensure that all staff are made aware of the agreed Complaints and Adverse Incidents/ Serious Adverse Incidents procedures and that these procedures are complied with at all times. (Refer clauses 24.0 and 25.0)
- 13.9 The Organisation will have in place a Social Media Policy and ensure that all staff are aware of the Policy and provided with appropriate training.
- 14.0 TRANSFER OF UNDERTAKINGS/SERVICE PROVISION CHANGE REGULATIONS (TUPE/SPC)**
- 14.1 The Organisation must comply with the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE Regulations) and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 ("SPC Regulations") if and when there is a relevant transfer of an undertaking or a service provision change under either the TUPE Regulations or the SPC Regulations. Such a transfer or service provision change may occur either on the termination of this Contract or on a change of ownership or transfer or business of the Organisation. The Organisation is encouraged to seek independent legal advice in relation to the potential application of the TUPE Regulations or the SPC Regulations in such cases.
- 14.2 Where there is expected to be a transfer of the contracts of employment of any of the Organisation's employees (referred to as "Affected Employees") under the TUPE Regulations or the SPC Regulations to the Trust or a New Provider, then the following shall apply:

- In addition to its statutory obligations under the TUPE Regulations and/or the SPC Regulations, the Organisation shall provide to the Trust or any New Provider at the direction of the Trust all the information which it is required to disclose pursuant to Regulation 11 of the TUPE Regulations or the SPC Regulations to the Trust no later than 6 months before the proposed date of the transfer or the service provision change.
- The Organisation as soon as known or become aware shall advise the Trust in writing prior to the proposed date of the transfer or the service provision change of any material up-dates to the information provided pursuant to the Organisation's statutory obligations or its obligations under clause 14.1.

14.3 The Organisation warrants that the information to be provided by the Organisation pursuant to Regulation 11 of the TUPE Regulations or the SPC Regulations and pursuant to clause 14.1 of this Contract shall be true, accurate and complete in all material respects.

14.4 The Organisation hereby fully indemnifies the Trust and any New Provider from and against

14.4.1 any liabilities arising as a result of breach of the warranty at clause 14.3 above; and

14.4.2 all Pre Transfer Liabilities arising from or relating to the period up to and including the date of the transfer or the service provision change

14.5 The provisions of this clause 14 shall survive following termination of the Contract for any reason whatsoever and without limit in time

15.0 HEALTH AND SAFETY

15.1 The Organisation undertakes to ensure that the premises (if appropriate) referred to in clause 9.1 above shall comply with all relevant requirements enshrined in Fire Regulations and shall meet all the relevant requirements of the Health and Safety Executive at all times during the terms of this Contract. The Organisation undertakes to liaise with the nominated representative of the Trust at all times on such matters. The Organisation should note the specific requirements below relating to fire safety.

The Organisation should have in place robust arrangements for managing fire safety. These arrangements should include the following:

- Taking all reasonable steps to prevent and reduce as far as possible the risk of fires starting.
- Maintaining a valid Fire Risk Assessment based on relevant health technical memorandums and British Standards.
- Carrying out regular reviews of the Fire Risk Assessment.

- Carrying out regular Fire Safety Audits.
- Action plans with appropriate timescales to address any issues highlighted by the Fire Risk Assessment, Fire Risk Assessment Reviews and Fire Safety Audits.
- Maintaining an up to date, adequately resourced Emergency Fire Plan including a written procedure for evacuating the premises and Personal Emergency.
- Evacuation Plans (PEEPs) for clients who require special assistance for evacuation.
- Comprehensive Fire Safety Procedures.
- Ensuring that all staff receive fire safety training at least once each year, or twice per annum where the activity provided is a residential service, and attend at least one fire drill each year.
- Providing and maintaining adequate fire safety precautions.
- A procedure for reporting all fire incidents to the relevant authorities including the Trust.
- Keeping Fire Safety Records.

16.0 INSURANCE AND INDEMNIFICATION

- 16.1 The Organisation will ensure that any vehicles used to convey passengers satisfy legal safety standards, are suitable for the clients being conveyed in them and are appropriately insured with a reputable insurance company for the purposes for which they are used. (Refer Appendix 2.)
- 16.2 Organisation undertakes to obtain appropriate Employers Liability Insurance (minimum £10 million any one occurrence) and Public Liability Insurance (minimum £5 million any one incident) and, if appropriate, Medical Malpractice Insurance (minimum £2 million any one occurrence) and/or Professional Indemnity Insurance (minimum £2 million any one occurrence), to cover all risks during the term of the Contract. (Refer Appendix 2.)
- 16.3 The Organisation undertakes to indemnify the Trust for any loss, injury or damage sustained by any person resulting from negligence, nuisance, and breach of statutory duty and trespass to the person by the Organisation and its servants or agents of whatsoever nature arising out of this Contract.

17.0 DEPARTMENT OF HEALTH, SOCIAL SERVICES & PUBLIC SAFETY POLICIES AND GUIDANCE

- 17.1 The Organisation shall ensure that where services are provided for a patient or client group in which individuals are likely to present challenging behaviour, the policy guidance on Restraint and Seclusion in Health and Personal Social Services issued by the Department of Health Social Services and Public Safety in August 2005 must be implemented.
- 17.2 The Organisation shall ensure that where services are provided for a patient or client group in which individuals are likely to present challenging behaviour, a policy on the management of same will be in place.

18.0 CHILD PROTECTION AND ADULT SAFEGUARDING

- 18.1 The Trust expects the Organisation to adhere to the procedures for the recruitment of staff and volunteers in accordance with the guidance contained in the "Choosing to Protect" publication (April 2005) (Revised March 2009) and to continually review and develop these procedures in line with implementation of the legislation i.e. Protection of Children and Vulnerable Adults (NI) Order 2003 (POCVA) and attendant arrangements. (Refer Appendix 6)
- 18.2 The Trust expects the Organisation to comply with the provisions of The Safeguarding Vulnerable Groups (NI) Order 2007, implemented from the 10th March 2009 (Refer Appendix 7) and the Vetting and Barring Scheme, as amended by the Protection of Freedom Act 2012.

18.3 Child Protection

- 18.3.1 The Organisation will ensure that it has Child Protection procedures in place which incorporate guidance for the management of child protection and safeguarding matters as referenced in the Regional Child Protection Procedures April 2005. The document is available at <http://www.dhsspsni.gov.uk/acpcregionalstrategy.pdf>
- 18.3.2 The Organisation will provide appropriate training for all staff in the Regional Child Protection Procedures (including members of the Management Board) relative to their role in the Organisation and will ensure that there are appropriate reporting and review arrangements in place to give assurance with regard to compliance with the Procedures.
- 18.3.3 The Organisation will ensure that there are review arrangements in place to give assurance with regard to compliance with the Procedures.
- 18.3.4 The Organisation must report any concerns regarding alleged, suspected or confirmed abuse of a child on the same day to the Trust. Where possible, telephone reports should be made to the Trust's Children's Safeguarding Gateway Service between the hours of 9.00 am to 5.00 pm between Monday to and including Friday (excluding weekends and bank

holidays) (Telephone Number 028 90507000). Outside of these hours, the telephone report must go to the Regional Emergency Social Work Service (Telephone Number 028 95049999). The telephone referral must be followed up within 24 hours or earlier with a written report on a form which will be forwarded to you by email from the Trust's Children's Safeguarding Gateway Service once you have made the telephone report.

18.3.5 Failure to comply with the requirements in relation to child protection and safeguarding will be a fundamental breach of the contract.

18.3.6 The Organisation undertakes to comply as appropriate with "Getting it Right" standards of Good Practice for Child Protection endorsed by the Department of Health, Social Services and Public Safety 2004 (updated August 2009). The standards are supported and complemented by the principles of Good Practice enshrined in the 'Our Duty to Care' publication of the Department of Health, Social Services and Public Safety, published in October 1995 (Updated April 2011) in the context of the Organisation's recruitment, selection and management policies and procedures.

18.4 Adult Safeguarding

18.4.1 Following the enactment of the Criminal Evidence (NI) Order 1999 the Organisation will ensure that staff are informed of and abide by the "Protocol for Joint Investigation of Alleged and Suspected Cases of abuse of Vulnerable Adults" published by the DHSS&PS July 2009 or any subsequent Protocol.

18.4.2 The Organisation will ensure that it has Adult Protection Procedures in place which incorporate guidance for the management of adult protection and safeguarding matters as referenced in the Regional Adult Protection Policy and Procedures Guidance, Sept 2006, DHSSPS "Safeguarding Vulnerable Adults" or any subsequent Regional Adult Protection Policies and Procedures.

18.4.3 The Organisation will provide appropriate training for all staff in the Regional Adult Protection Procedures and Guidance (including members of the Management Board, if appropriate) relative to their role in the Organisation. The training will include information specific to the Organisation's own procedures and will detail requirements in relation to internal and external reporting requirements.

18.4.4 The Organisation will ensure that there are appropriate internal reporting and review arrangements in place to give assurance with regard to compliance with the Procedures.

18.4.5 The Organisation will follow the Standards and Guidance for Good Practice in Safeguarding Vulnerable Adults as specified in "Safeguarding Vulnerable Adults – A Shared Responsibility" commissioned by the DHSS&PS and published by Volunteer Now in October

2010. The document is available at <http://www.volunteernow.co.uk/fs/doc/publications/sva-full-version-color.pdf>

- 18.4.6 Each Organisation shall have a nominated Safeguarding Adults Manager (SAM). The Organisation must ensure that the SAM has the necessary training, knowledge and skills to provide support and guidance in terms of Adult Protection.
- 18.4.7 The Organisation must ensure full disclosure of all Adult Protection allegations to the Trust including any possible allegations made against staff or volunteers. Reports should initially be made by telephone to the relevant key worker within the Trust or to the Trust Adult Safeguarding Gateway Team within normal working hours 9 am to 5 pm Monday to and including Friday (excluding weekends and Bank holidays) – telephone number (028 9504 1744). Outside of these hours telephone contact should be made with the Regional Emergency Social work Service - telephone no (028 9504 9999). The telephone contact with the Trust should be made on the same day the incident / allegation occurred and should be followed up within 48 hours or earlier with a written report. The Proforma outlined in "Safeguarding Vulnerable Adults – A Shared Responsibility Section 4 Resource 4.5" to the referral recipient can be used.
- 18.4.8 The Organisation is responsible for the safety and wellbeing of Service Users placed by the Trust or care managed by the Trust. When concern is raised in relation to a vulnerable adult, the Organisation must ensure the protection of the vulnerable adult and/or other vulnerable adults, and children, if applicable. The Organisation must co-operate fully with the Trust in relation to Adult Protection investigations, protection planning, complete documentation and attend Adult Protection Meetings as required.
- 18.4.9 The Organisation must ensure full disclosure of all Adult Protection allegations to the Trust including any possible allegations made against staff or volunteers.
- 18.4.10 Failure to comply with the requirements in relation to adult protection and safeguarding will be a fundamental breach of the contract.

19.0 FACILITIES

- 19.1 The Organisation undertakes to ensure that all users of the Organisation's services are accommodated in a clean and safe environment.

20.0 OPERATIONAL PROCEDURES

- 20.1 The Organisation will make its services available to those who would most benefit from those services using criteria designed in conjunction with the Trust's Key Professional Officer. The programme provided by the Organisation will reflect the identified needs of the Organisation's target population.
- 20.2 The Organisation will ensure, through a quarterly review or as otherwise agreed in conjunction with the Trust's Key Professional Officer that access to service is open to as wide a variety of individuals as possible.
- 20.3 The Organisation agrees to incorporate reference to the Trust's involvement in the provision of the service as appropriate in its promotional activity, in consultation with the Trust.
- 20.4 The Organisation will conduct its affairs in a reputable manner and observe all legal requirements, and will take no action which could bring the Trust into disrepute.
- 20.5 The Provider will advise the Trust immediately of any information which comes to their attention which may have adversely affected the delivery of the service or Trust clients or may have the potential to adversely affect the delivery of the service or Trust clients in the future.

21.0 CONSULTATION

- 21.1 The Organisation undertakes to ensure that users of the Organisation's services have the opportunity to participate fully in the development of activities and services and influence the day-to-day operation of the Organisation's activities.
- 21.2 A nominated Trust Officer will attend meetings of the Organisation's Management Committee/ Board of Trustees, if appropriate, in an advisory role and non-voting capacity, as agreed between the Trust and the Organisation.

22.0 COMPLAINTS

- 22.1 The Organisation undertakes to make available a written complaints procedure which is to be agreed with a Trust Officer. The Organisation shall take all reasonable steps to bring this procedure to the attention of the users of the service.
- 22.2 The Organisation will maintain records of all complaints received, and a record of investigations of these complaints. It is the responsibility of the Organisation to present a written record to the Trust and to discuss these records with the Trust's Key Professional Officer at monitoring meetings.

22.3 The Trust expects all Organisations who are required to be registered with the Regulation and Quality Improvement Authority (RQIA) to update their complaints procedures based on the DHSS&PS circular HSC(SQSD) 23/2009.

23.0 ADVERSE INCIDENTS AND SERIOUS ADVERSE INCIDENTS

23.1 From the 1st May 2010 Health and Social Care Organisations (including Trusts) must routinely report Serious Adverse Incidents (SAIs) to the Health and Social Care Board (HSCB). This is in line with circular HSC (SQSD) 08/2010. This Guidance was updated in October 2013. Consequently the Organisation is required to bring to the attention of the Trust any Serious Adverse Incident arising during the course of the delivery of the Services under the Contract (Appendix 8). The Organisation is also required to report to the nominated Trust Corporate Governance Office any incident which requires to be notified to the Regulation Quality and Improvement Authority (RQIA) (see appendix 8A), or the police

23.2 The Trust Corporate Governance Office must be informed within one working day and in writing, not later than 48 hours after the occurrence a reportable incident. In the event that a case conference is convened by the Trust as a result of an incident, the Provider must send an appropriate representative to the case conference, produce information as required and provide cooperation as required under the SAI Regional Protocols.

23.3 The definition and criteria of serious adverse incidents and the procedure for informing the Regulation Quality and Improvement Authority of adverse incidents and Serious Adverse Incidents are given in Appendix 8. Appendix 8A contains an 'Independent Adverse Incident Reporting Cover Sheet'. This sheet must be completed and sent to the Trust Quality Co-ordinator attached to a completed RQIA Form (1a).

24.0 RECORDS

24.1 The Organisation shall maintain proper records relating to clients and services provided and these records will be available for inspection by a Trust Officer at all reasonable times.

24.2 The Organisation shall provide any other information requested by the Trust Officer within reason.

24.3 The Organisation will ensure that all records, financial and otherwise, relating to this Contract shall be separately maintained and kept safely for a period of time within the context of the period specified in the Good Records Good Management Policy 2004 (Updated December 2011) published by the DHSS&PS.

24.4 The Organisation will ensure that separate records which detail activity delivered within the context of the Contract are maintained at all times.

- 24.5 All records and any other medium relating to this Contract remain the property of the Trust. Should the Trust cease to commission this Service or the Organisation ceases to provide or exist, the Trust requires all original records, notes, files and copies to be returned to the Key Professional Link within 28 days. The Organisation and the Key Service Link shall agree what constitutes the records to be returned.
- 24.6 The Trust requires all relevant records pertaining to this Contract to be kept safely for a set period of time. What constitutes relevant records and time period must be agreed and recorded between the Organisation and the Trust's Key Service Link.

25.0 FINANCE

- 25.1 Payment of the amounts at section 4.1 is subject to the Organisation adhering to the provisions of all Clauses in this Contract. Any expenditure incurred in excess of the amount given by the Trust shall be the responsibility of the Organisation.
- 25.2 Where actual expenditure by the Organisation is less than the agreed financial sum, the Trust reserves the right if appropriate to reduce monthly payments to take account of the under spend.
- 25.3 The Trust recognises that the Organisation's ability to provide the service depends upon its continuing to enjoy the financial support and/or facilities of other organisations or volunteers and that if these are withdrawn, the Organisation's ability to continue to provide the service may be jeopardised which shall entitle either the Trust or the Organisation to terminate this Contract.
- 25.4 The Organisation undertakes to keep full and complete records of expenditure incurred by it under this Contract and undertake to facilitate the preparation of a proper set of audited financial accounts for either the financial or calendar year end of each preceding year during the term of this Contract.
- 25.5 The Organisation will ensure that the audited accounts record all income received from the Trust on a separate line, and that related expenditure is clearly matched to the income.
- 25.6 The Organisation will ensure that separate records are kept detailing the income received from the Trust alongside the associated expenditure. These records are to be maintained at all times.
- 25.7 The Organisation will notify the Trust if for any reason it is unable to sustain the services as specified and will return such part of any unspent funds as the Trust may determine, having regard to:
- a) The Organisation's continuing commitments during a period of reduced service provision or
 - b) The Organisation's winding up costs in the event of termination of the Contract.

25.8 The Organisation will avoid incurring financial or other obligations it does not have the ability to meet.

25.9 Nothing herein contained shall limit either the Organisation or the Trust from pursuing any other lawful activity, which they are empowered to pursue provided that Trust funding shall not be used for purposes which appear to be designed to effect public support for a political party.

25.10 The Organisation shall ensure that the funding provided within the context of this Contract is spent for the purpose for which it was intended.

25.11 The Organisation has a duty to ensure that adequate procedures are in place to minimise the risk of fraud and to notify the Trust within 24 hours should fraud be suspected.

26.0 MONITORING REVIEW

26.1 The Organisation undertakes to keep all such records and accounts in a secure place and to make such records and accounts available to authorised officers of the Trust at all reasonable times.

26.2 In addition to Clauses 6.1 and 26.1 above, the Organisation undertakes to:

26.2.1 submit an audited set of accounts for each financial year during the term of the Contract on or before the 30th day of September of the relevant year;

26.2.2 produce a financial plan at the beginning of each year with estimated income and expenditure to ensure that the Organisation operates within financial balance. The Trust may request a copy of this plan,

26.2.3 submit its Annual Report on or before the 30th day of September of each year of the Contract period.

26.3 The Trust and the Organisation undertake to conduct a joint annual review of services provided by the Organisation under this Contract with such review taking place in the last quarter of each financial year during the term of this Contract. The joint annual review shall cover all aspects of the working of the Contract. It is hereby agreed that any variation of the terms and conditions of this Contract may be considered as being within the ambit of the joint annual review. The Contract may be reviewed at such other times as the parties agree.

26.4 The Organisation shall produce to the Trust documentary evidence that insurances required within the terms of this Contract are appropriate and properly maintained for each year of the Contract period. The Trust requires the Organisation to ensure that the 'Confirmation of Providers Insurance Cover' is completed and returned to the Trust as outlined in Appendix 2.

26.5 The Organisation will permit the Trust Chief Executive, or any other Trust Officer or employee expressly authorised by him to observe the Organisation's activities at any reasonable time to monitor progress and in addition to inspect all documents, records and other material relevant to this Contract, held by the Organisation.

26.6 From 1st April 2014 Health and Social Care regionally have committed to the NI Government programme of work to promote effective working relationships with the Third Sector. The Trust will record funding to the Community and Voluntary Organisations, Social Enterprises, Charities and non-profit making organisations through populating the Government Funders Database.

27.0 CONFIDENTIALITY

27.1 The Organisation shall keep confidential all matters relating to this Contract, the users of the service and the arrangements made from time to time for the users of the service, save as may be required by law.

28.0 CONTRACT VARIATION

28.1 There may be circumstances during the period of the Contract that prevent the full discharge of the Contract through no fault of either party. Should this arise, both parties will negotiate any modification to this Contract.

28.2 The Organisation shall not assign or subcontract the whole or any part of the Contract without the prior written consent of an authorised officer of the Trust obtained in advance.

29.0 TERMINATION

29.1 This Contract may be terminated by either party giving three calendar months notice in writing to the other.

29.2 This Contract may be terminated without notice if either party is found to be in breach of any of the requirements of this Contract.

29.3 This Contract may be suspended by the Trust to enable investigations to be conducted in relation to any matters that cause the Trust concern. Such a period of suspension shall not exceed 28 days from the date of Notice of the same.

29.4 If the Organisation wishes to terminate the service to a particular client whom the Trust has referred and where the service has commenced, they should act as follows:

29.4.1 Advise the Trust Key Service Link that they are considering withdrawal and outline the reasons.

29.4.2 A meeting should be held between the Trust's Key Service Link, the Organisation and the client and/or carer (as appropriate) to identify the difficulties and explore ways of overcoming these difficulties, short of cessation of the service from the Organisation.

29.4.3 If, despite efforts to address any difficulties, and the Organisation still wishes to withdraw the service they will either:

- Give 3 calendar months notice in writing to the Trust's Key Service Link; or
- Agree with the Trust representative a date for cessation of the service

29.5 If the Contract is not terminated in accordance with any of the foregoing provisions, it shall be for the period and have the duration specified under 3.0 (Duration of Contract).

30.0 ARBITRATION

30.1 Any dispute, difference or question between the parties to this Contract with respect to any matter of thing arising out of or relating to this Contract, shall be referred to such independent arbiter as may be agreed between the parties at any relevant time. Where both parties are unable to so agree, they will submit to the appointment of an arbitrator by the President of the time being of the Chartered Institute of Arbitrators.

Both Parties agree that the Arbitrator's decision shall be final and binding.

30.2 This Contract cancels and supersedes all earlier arrangements and Contracts, whether verbal or written or both between the Trust and the Organisation.

HUMAN RIGHTS ACT 1998
AND
SECTION 75 NORTHERN IRELAND ACT 1998

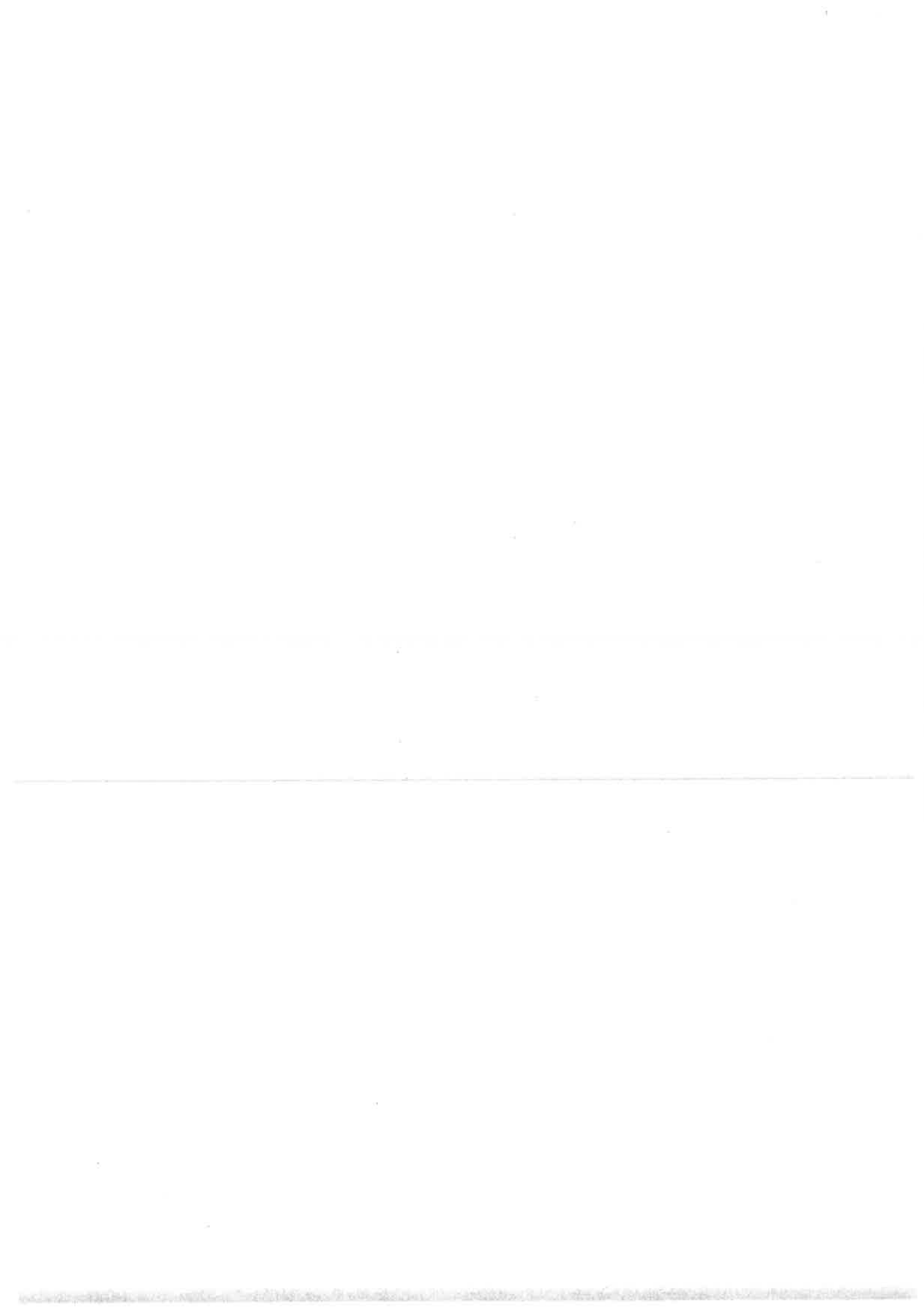
The Trust is committed to promoting equality of opportunity and good relations in all aspects of its work. It will therefore expect the service provider to be equally committed. Section 75 of the Northern Ireland Act 1998 requires the Trust in carrying out its functions to have due regard to the need to promote equality of opportunity:

- between persons of different religious belief, political opinion, racial group, age, marital status, or sexual orientation;
- between men and women generally;
- between persons with a disability and persons without, and
- between persons with dependants and persons without.

The Trust is also required to have regard to the desirability of promoting good relations between persons of different religious belief, political opinion or racial group.

The Human Rights Act which came into effect on 2nd October 2000 makes it unlawful for the Belfast Health and Social Care Trust to act in a way which is incompatible with the European Convention on Human Rights and allows for service users to seek remedy in a UK court or tribunal.

The service provider will, in respect of all persons employed or seeking to be employed by it and all those receiving services from it, comply with the Equality and Human Rights Legislation. The service provider will make sure that communication with employees and service users is in keeping with the spirit of the legislation.



CONFIRMATION OF PROVIDERS INSURANCES FOR THE BELFAST HEALTH AND SOCIAL CARE TRUST.

This form must be completed by your Insurers, or Insurance Brokers, and returned as soon as possible.

PROVIDER DETAILS

Name	
Address	
Description of Occupation/Business (as stated on policy)	

1. Employers Liability

Insurer details	Name of Insurance Company:
	Policy No:
	Expiry Date:
Limit of Indemnity (Min £10m)	£ any one incident and unlimited in policy period
Are Volunteers included under the policy	Yes / No
Restrictive Endorsements/ Warranties applicable.	
We confirm that the Employers Liability certificates will be kept for a period of 40 years in line with legislation.	Yes / No

2. Public/Products Liability

Insurer details:	Name of Insurance Company
	:
	Policy No:
	Expiry Date:
Limit of Indemnity (min £5m)	£ any one incident .
Excess Layer (if applicable)	Insurer:
	Excess Limit: £
Renewal date	Policy No:
Restrictive Endorsements/ Warranties Applicable	
We confirm that evidence of Public Liability insurance will be kept for at least 21 years.	Yes / No

CONFIRMATION OF PROVIDERS INSURANCES

Medical Malpractice Insurance Cover is required if you or your staff conduct any health or personal care tasks for patients/ clients of the Belfast Health and Social Care Trust

3. Medical Malpractice Insurance		
Insurer:	Policy No:	Expiry Date:
Activities for which cover applies		
Limit of Indemnity :	£	

4. Motor Insurance		
Insurer:	Policy No:	Expiry Date:
Business Description		
Confirmation that all vehicles are covered for the business use of the employer	Yes/No	
Limit of Indemnity (re: third party property damage)	£	
Injury to passengers in own vehicle	£	

Signed: _____ Date: _____

On behalf of: _____

In the event of any of the above policies being cancelled, not renewed, or restricted in any way, we will notify you immediately

The above must be signed by a Recognised Insurance Company/Insurance Broker and stamped with a company stamp.



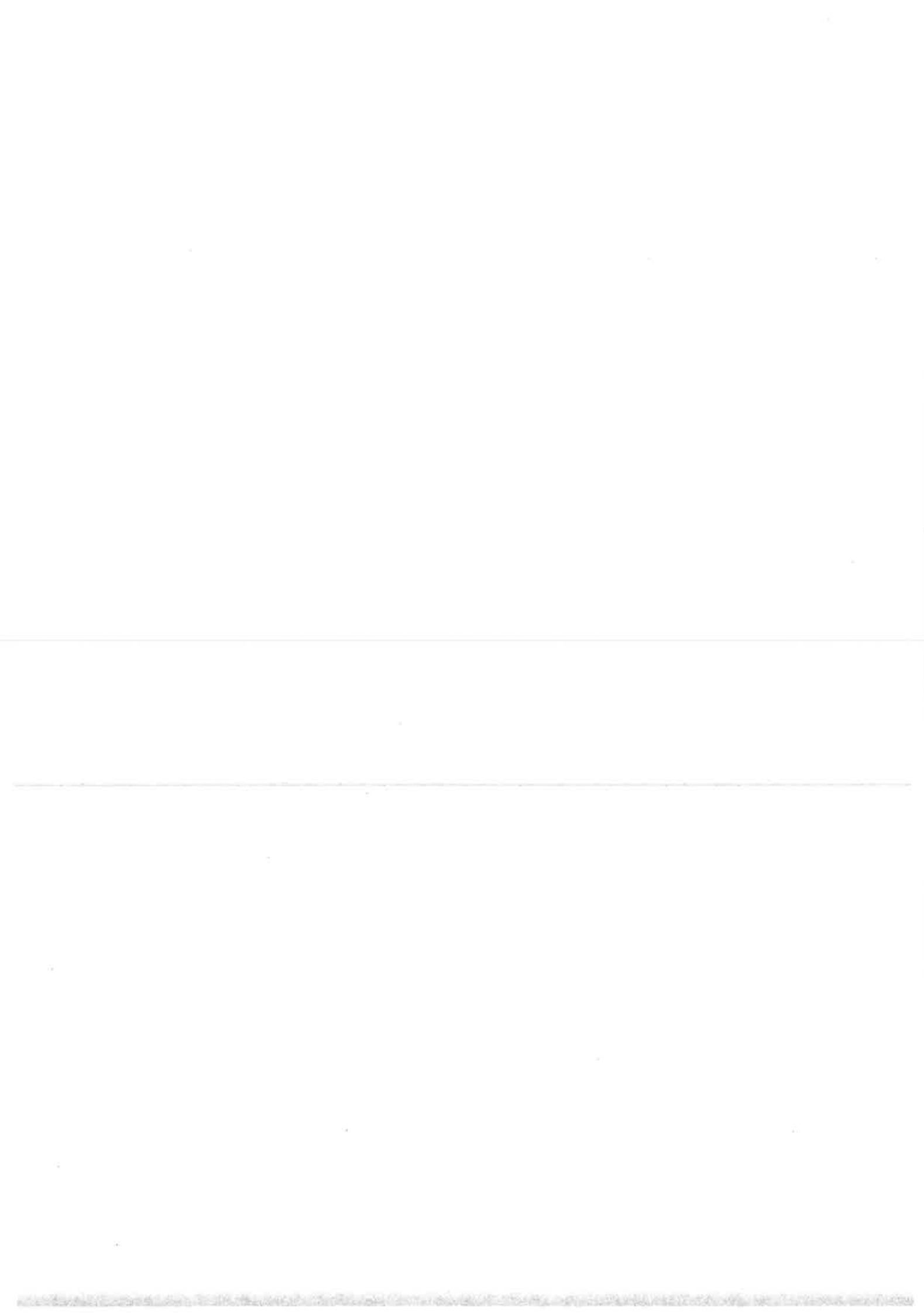
DATA PROTECTION ACT 1998

The Organisation acknowledges their respective duties under the Data Protection Act 1998 and shall give all reasonable assistance where appropriate or necessary to comply with such duties.

- a) To the extent that the Organisation is acting as a Data Processor on behalf of the Trust, the Organisation shall, in particular, but without limitation:
 - i. only process such Personal Data as is necessary to perform its obligations under this Contract
 - ii. put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the specific requirements in Clause b) iii below, the state of technical development and the level of harm that may be suffered by a Data Subject whose Personal Data is affected by such unauthorised or unlawful processing or by its loss, damage or destruction
 - iii. take reasonable steps to ensure the reliability of Staff who have access to such Personal Data, and to ensure that such Staff are aware of and trained in the relevant policies and procedures.
 - iv. not cause or allow such Personal Data to be transferred outside the European Economic Area without the prior consent of the Trust.

- b) The Organisation shall ensure that Personal Data is safeguarded at all times in accordance with the Law, which shall include without limitation obligations to:
 - i. have an information governance lead able to communicate with the Organisation's Board, who will take the lead for information governance and from whom the Organisation's Board shall receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence
 - ii. the Organisation will notify the Trust immediately or as soon as reasonably practicable if there is loss or suspected loss of Personal Data relating to Trust contracts
 - iii. (where transferred electronically) only transfer data (i) where there this is essential having regard to the purpose for which the transfer is conducted; and (ii) that is encrypted (this includes, but is not limited to, data transferred over wireless or wired networks, held on laptops, CD's, memory sticks and tapes)
 - iv. have policies that are rigorously applied that describe individual personal responsibilities for handling Personal Data
 - v. have agreed protocols for sharing Personal Data
 - vi. have a policy and procedure for the retention and destruction of Personal Data
 - vii. where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of such recordings.

- c) The Organisation will ensure that all staff are provided with training in relation to their responsibilities under the Data Protection Act 1998.



FREEDOM OF INFORMATION AND TRANSPARENCY

The Organisation acknowledges their respective duties under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 and shall give all reasonable assistance where appropriate or necessary to comply with such duties.

- a) Where the Organisation is not a Public Authority, the Organisation acknowledges that the Trust is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 and shall assist and co-operate with the Trust to enable the Trust to comply with its disclosure obligations under the Act or Regulations. Accordingly, the Organisation agrees:
 - i. that this Contract and any other recorded information held by the Organisation on the Trust's behalf for the purposes of this Contract are subject to the obligations and commitments of the Trust under the FOIA
 - ii. that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the Trust to whom the request is addressed
 - iii. that where the Organisation receives a request for information under the FOIA, it will not respond to the request (unless directed to do so by the Trust to whom the request is addressed) and will promptly (and in any event within 2 Operational Days) transfer the request to the Trust
 - iv. that the Trust, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Organisation and this Contract without consultation with the Organisation, or following consultation with the Organisation and having taken its views into account
 - v. to assist the Trust in responding to a request for information, by processing or making available environmental information (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA, and providing copies of all information requested by the Trust within 5 Operational Days of such request and without charge.
- b) The Trust and the Organisation 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.
- c) Notwithstanding any other term of this Contract, the Organisation hereby consents to the publication of this Contract in its entirety including from time to time agreed changes to the Contract subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.

- d) In preparing a copy of the Contract for publication, pursuant to the point above, the Trust may consult with the Organisation to inform decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the Trust's absolute discretion.
- e) The Organisation shall assist and cooperate with the Trust to enable the Trust to publish this Contract.

**THE HEALTH AND PERSONAL SOCIAL SERVICES
(QUALITY, IMPROVEMENT AND REGULATION)
(NORTHERN IRELAND) ORDER 2003**

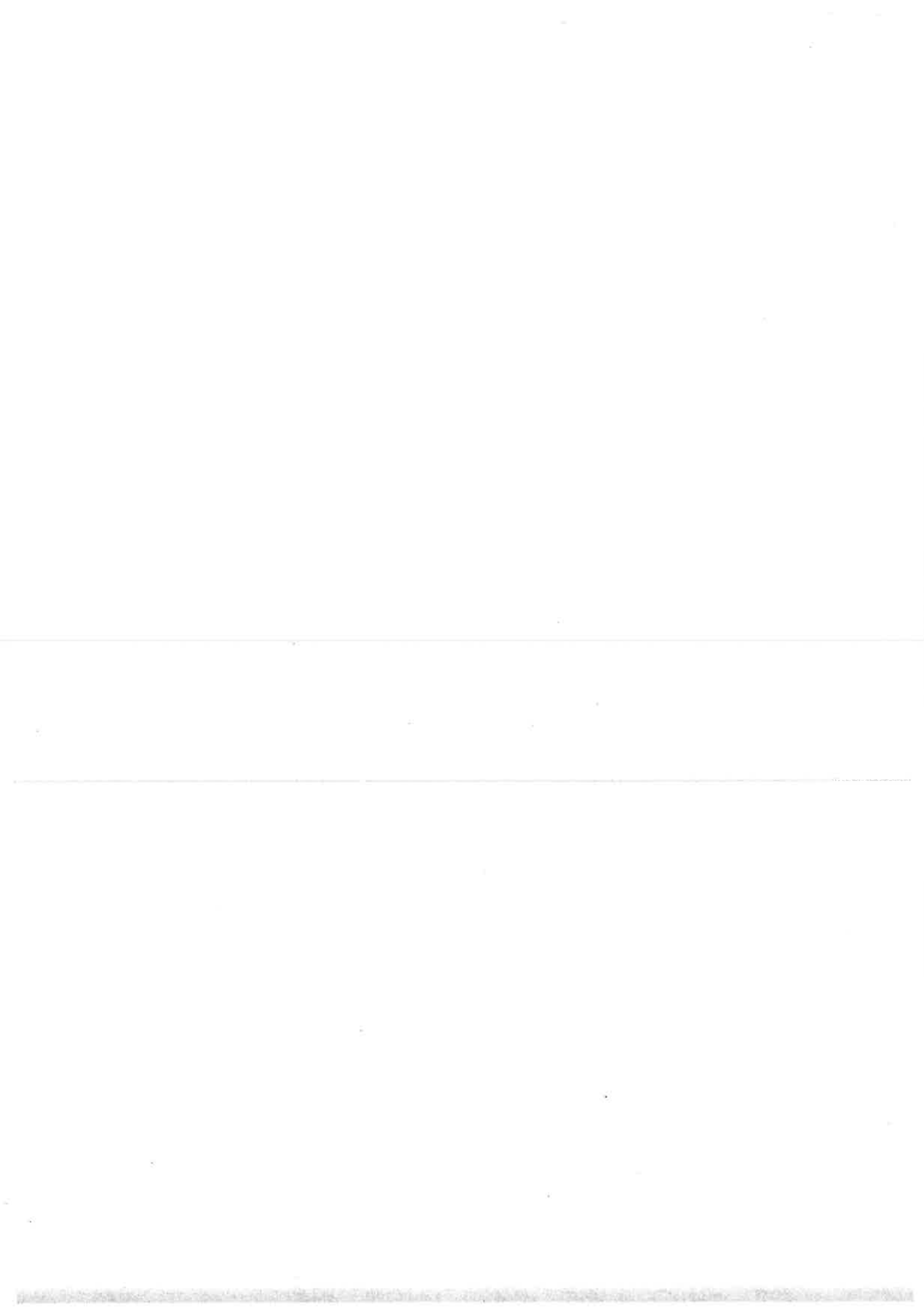
The Health and Personal Social Services (Quality, Improvement and Regulation) (Northern Ireland) Order 2003 has introduced a statutory "Duty of Quality" on all Health and Personal Social Services providers, which requires Organisations to put in place arrangements for improving and monitoring the quality of service they provide.

The framework for this process is called "Clinical and Social Care Governance", included in the framework is:

- Research and Education
- Quality Standards
- Identifying, Promoting and Sharing Good Practice
- Audit
- Evidence of Best Practice
- Risk Assessment
- Professional Regulation
- Effective Leadership and Management
- Continuous Professional Assessment

The Trust is committed to promoting the highest standards of quality in all aspects of service delivery. As part of the implementation process for Clinical and Social Care Governance the Trust will require provider organisations to comply with Clinical and Social Care Governance.

The Regulation and Quality Improvement Authority (RQIA) has been set up and will monitor Organisations.



PROTECTION OF CHILDREN AND VULNERABLE ADULTS ORDER 2003

The Department of Health, Social Services and Public Safety has announced that Article 46 of the Protection of Children and Vulnerable Adults Order 2003 (POCVA) commenced on 30th July 2008.

Implementation of Article 46 means that Providers of care to vulnerable adults in residential and nursing homes and the vulnerable adult's own home:

- must carry out a Enhanced Disclosure from Access NI Pre-Employment check on prospective employees against the Disqualification from Working with Vulnerable Adults (DWVA) list
- must carry out a Enhanced Disclosure from Access NI Pre-Employment check on prospective employees against the Disqualification from Working with Children (DWC) list
- will commit an offence if they knowingly employ in a care position, or fail to remove from a care position, someone who is disqualified from working with vulnerable adults or children.

Implementation of Article 46 means that individuals who are included on the Disqualification of Working with Vulnerable Adults list or Disqualification of Working with Children list will commit an offence if they knowingly apply for, offer to do, accept or do any work in a care position with vulnerable adults or children.

The Trust is committed to ensuring that all Providers of Care comply with all Legislation required to safeguard vulnerable adults and children.

The Disqualification of Working with Vulnerable Adults (DWVA) list and the Disqualification of Working with Children list was maintained by the Department of Health, Social Services and Public Safety and included the names of individuals who are considered unsuitable to work with vulnerable adults or children until 12th March 2009.

From 13th March 2009 the following changes became effective:

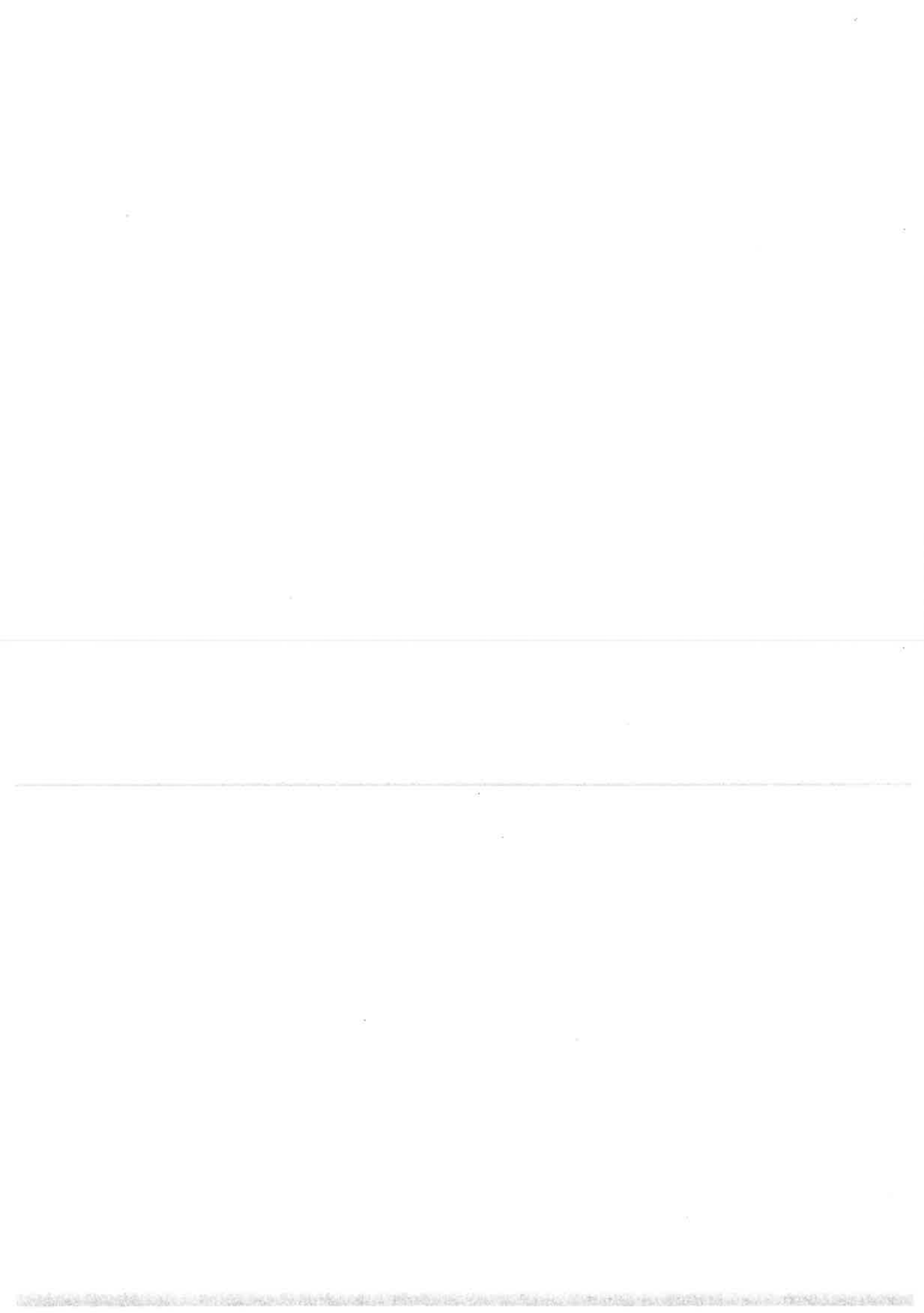
- All referrals must be made to the Independent Safeguarding Authority (ISA) who will make decisions about who will be placed on the list.

From the 1st December 2012 the following additional changes became effective:

- Merger of the Criminal Records Bureau (CRB) and the Independent Safeguarding Authority (ISA) into a single new Non-Departmental Public Body called the Disclosure and Barring Service (DBS). The DBS will carry out the functions of ISA. Access NI will continue to provide a disclosure service for Northern Ireland.

Providers who have not already registered to use the checking service should do so.

Details on how to register can be found in the Departmental guidance 'Choosing to Protect' at www.dhsspsni.gov.uk/child_protection_guidance



**THE SAFEGUARDING VULNERABLE GROUPS (NI) ORDER 2007
amended by the PROTECTION OF FREEDOMS ACT 2012**

The Department of Health, Social Services and Public Safety (DHSS&PS) has implemented the 2007 Safeguarding Vulnerable Groups Order, 2007 (The SVG Order).

The SVG Order established a new Vetting and Barring Scheme (VBS) for Northern Ireland, which will work in tandem with similar arrangements being in place within other parts of the United Kingdom.

From the 13th March 2009 the following changes became effective:

- Barring decisions on all new referrals under the existing POCVA scheme transferred to ISA,
- Provisional listing on new referrals has ended. Employers are required to put in place arrangements to ensure that they check whether a previous Employer has referred any previous misconduct to the ISA for Barring consideration.

From the 12th October 2009 the following additional changes became effective:

- There is a new Statutory duty on Regulatory Bodies and Supervisory Authorities to respond to requests from the ISA for information they already hold,
- Automatic Barring is extended to include those working with vulnerable adults.

From the 1st December 2012 the following additional changes became effective:

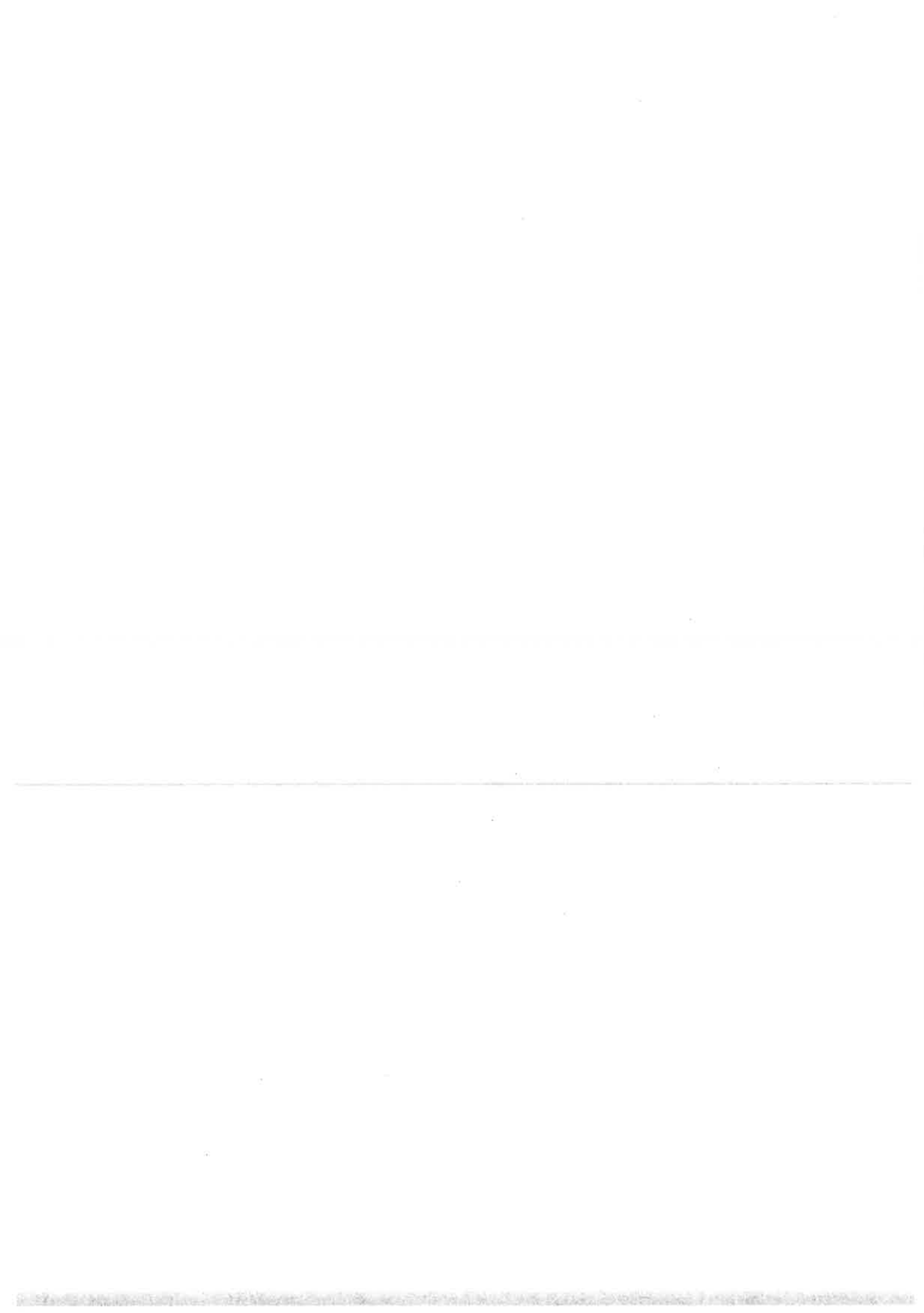
- Merger of the Criminal Records Bureau (CRB) and the Independent Safeguarding Authority (ISA) into a single new Non-Departmental Public Body called the Disclosure and Barring Service (DBS). The DBS will carry out the functions of ISA. Access NI will continue to provide a disclosure service for Northern Ireland.

The process of referral to the ISA is set out in the revised DHSS&PS guidance "Choosing to Protect".

Details on how to access the process and referral form can be found on the DHSS&PS website at:

www.dhsspsni.gov.uk/child_protection_guidance

<https://www.gov.uk/government/organisations/disclosure-and-barring-service/about>



ADVERSE INCIDENTS AND SERIOUS ADVERSE INCIDENTS Definition and Criteria

Definition of an Adverse Incident

'Any event or circumstances that could have or did lead to harm, loss or damage to people, property, environment or reputation'¹ arising during the course of the business of an HSC organisation / Special Agency or commissioned service.

The following criteria will determine whether or not an adverse incident constitutes a Serious Adverse Incident (SAI).

SAI criteria

- Serious injury to, or the unexpected/unexplained death of:
 - A service user (including those events which should be reviewed through a significant event audit)
 - A staff member in the course of their work
 - A member of the public whilst visiting a HSC facility
- Any death of a child in receipt of HSC services (up to eighteenth birthday). This includes hospital and community services, a Looked After Child or a child whose name is on the Child Protection Register.
- Unexpected serious risk to a service user and/or staff member of the public.
- Unexpected or significant threat to provide service and/or maintain business continuity.
- Serious self-harm or serious assault (*including attempted suicide, homicide and sexual assaults*) by a service user, a member of staff or a member of the public within any healthcare facility providing a commissioned service.
- Serious self-harm or serious assault (*including homicide and sexual assaults*)
 - On other service users,
 - On staff or
 - On members of the public

by a service user in the community who has a mental illness or disorder (*as defined within the Mental Health (NI) Order 1986*) and known to/referred to mental health and related services (*including CAMHS, psychiatry of old age or leaving and aftercare services*) and/or learning disability services in the 12 months prior to the incident.
- Suspected suicide of a service user who has a mental illness or disorder (*as defined within the Mental Health (NI) Order 1986*) and known to/referred to mental health and related services (*including CAMHS, psychiatry of old age or leaving and aftercare services*) and/or learning disability services, in the 12 months prior to the incident.
- Serious incidents of public interest or concern relating to:
 - Any of the criteria above,
 - Theft, fraud, information breaches or data losses,
 - A member of HSC staff or independent practitioner
 - Occurring within a healthcare facility or in the community (where the service user is known to mental health services including CAMHS or LD within the last two years).

- Serious incidents of public interest or concern involving theft, fraud, information breaches or data losses.

¹ Source HSC Procedure for the Reporting and Follow Up of Serious Adverse Incidents October 2013
[http://www.hscboard.hscni.net/publications/Policies/102%20Procedure for the reporting and followup of Serious Adverse Incidents-Oct2013.pdf](http://www.hscboard.hscni.net/publications/Policies/102%20Procedure%20for%20the%20reporting%20and%20followup%20of%20Serious%20Adverse%20Incidents-Oct2013.pdf)

² Mental Health Commission 2007 UTEC Committee Guidance

IT SHOULD BE NOTED THAT ALL ADVERSE INCIDENTS MUST BE REPORTED TO THE TRUST. ANY ADVERSE INCIDENT WHICH MEETS ONE OR MORE OF THE ABOVE CRITERIA IN THE DEFINITIONS ABOVE MUST BE REPORTED AS SERIOUS ADVERSE INCIDENTS TO THE TRUST (TO THE RQIA WHERE RELEVANT AND/OR THE PSNI) AS A SERIOUS ADVERSE INCIDENT. THE TRUST WILL IN TURN NOTIFY THE HSCB

Reporting Incidents / Notifiable Events to RQIA

Notifiable events including SAI should be reported to RQIA following the guidance given on the RQIA website
www.rqia.org.uk/what_we_do/registration__inspection_and_reviews/notifiable_events.cfm

INDEPENDENT SECTOR ADVERSE INCIDENT REPORT COVER SHEET

Following a reportable adverse incident involving a Service User of **Belfast Health & Social Care Trust**, this cover sheet must be completed and sent to Belfast Trust Quality Co-ordinator attached to a completed RQIA Form (1a).

For the purpose of Trust incident monitoring, you must list all Contacts. That is those persons Affected, Perpetrating, Witnessing and Reporting.

Name	Unique Identifier No (If Service User)	DOB (If Service User)	Care Manager	Status of Contact (i.e. Affected, Perpetrator, Witness, Reporting)

INDEPENDENT SECTOR ADVERSE INCIDENT REPORT FORM

To be completed following any adverse incident involving a Service User of

Belfast Health & Social Care Trust.

Provider Name	
Name of Service User	
DOB	
Male	☐
Female	☐
Care Manager	
Address (including post code) where incident occurred	
Exact location where incident occurred	
Date of Incident	
Time of Incident	
Brief, factual description of incident (including details of any equipment or medication involved)	

Nature of Injury Sustained	
Details of immediate action taken and treatment given (ie. First aid, GP, hospital admission etc)	
Persons notified including designation / relationship to Service User	
Name and designation of any witnesses	
Name and designation of any staff member or any other Service User(s) involved. If other Service User(s) involved please include DOB.	
Name of person reporting the incident	
Signature	
Designation	
Date reported	

To be completed by Provider Senior Staff / Service Manager

Actions taken to prevent recurrence	
Date Service User's risk assessment and care plan updated following this incident	
Other Comments	
Name	
Signature	
Designation	
Date	

Scheme: Independent Advocacy

Total Number of Attendances Contracted with the Trust:

This Table to be completed for all Attendances and changes to Caseload

Please complete for all activity in the month

The following table to be completed for NEW CLIENTS COMMENCED ONLY													
Age Band	18-24		24-44		45-64		65-74		75+		Total		Grand Total
Gender	M	F	M	F	M	F	M	F	M	F	M	F	
Care Group of Attenders													
Physical Disability											0	0	0
Mental Health											0	0	0
Learning Disability											0	0	0

[illegible]

Signed:

Date: