

**WRITTEN QUESTION TO THE MINISTER FOR HEALTH AND SOCIAL SERVICES
BY DEPUTY G.P. SOUTHERN OF ST. HELIER
ANSWER TO BE TABLED ON TUESDAY 22nd SEPTEMBER 2015**

Question

“Further to the Minister’s response to written question 8932 on 8th September 2015, will the Minister inform members what sums have been spent as part of the 2% inflation-linked funding referred to, on –

- staffing;
- rising drugs budget;
- commissioned local care packages;
- specialist U.K. care?

Will he further give details of the initiatives being delivered, including by which third party providers, under what terms, and with what savings to the department?

Will he also give details of the extent to which these services have been outsourced, what Service Level Agreements apply and how they compare with the previous in-house service?”

Answer

2% Inflation-linked funding

In the MTFP 2013 – 2015 the 2% investment in service standards and healthcare inflation funding amounted to £10.5 million. This funding has been allocated as follows:

Staffing	£ 1.7m
Drugs	£ 1.8m
Local care packages	£ 2.7m
Specialist UK care	£ 3.3m
Insurance and other	£ 1.1m
TOTAL	£ 10.5m

Initiatives being delivered

Title	Provider	Agreement Type
Specialist Fostering	HSSD	Service Specification
Short Breaks	Autism Jersey, Les Amis, Tutela, New Horizons	Approved Provider Framework Contract
Family Care Co-ordination	HSSD	Service Specification
Community Midwifery	HSSD	Service Specification
Parenting Support (Mellow Parenting Programme)	HSSD	Service Specification
Children Centre Coordinator / Parent Engagement	Samares School	Service Specification
Sustained Home Visiting	FNHC	Service Specification
Community Detox & Relapse prevention	HSSD	Service Specification
Opportunistic Screening & Brief Intervention	HSSD	Service Specification
Alcohol Liaison	HSSD	Service Specification

Jersey Talking Therapies low intensity	Consortium led by Community & Social Services, MIND Jersey, GPs	Service Specification
Jersey Talking Therapies high intensity	Consortium led by Community & Social Services, MIND Jersey, GPs	Service Specification
Carers Support Services	Citizens Advice Bureau 10 providers on Adult Respite Approved Provider Framework	Grant + Approved Provider Framework Contract
Community Resources Centre (from 2014)	Community & Voluntary Sector	Grant
Older Adults Community Mental Health Team	HSSD, working with Jersey Alzheimers Association	Service Specification
Memory Assessment and Early Diagnosis	HSSD, working with Jersey Alzheimers Association	Service Specification
Mental Health Liaison	HSSD, working with Jersey Alzheimers Association	Service Specification
Community Specialist Team (Community Respiratory, Oxygen Therapy, Heart Failure)	HSSD	Service Specification
Pulmonary Rehabilitation	HSSD	Service Specification
Rapid Response & Reablement	FNHC	Agreement for Service
Specialist Palliative Care Team	Consortium led by Jersey Hospice Care, FNHC, HSS and GPs	Agreement for Service

Please see Appendix 1 for a description of each service.

Commercial Terms

Agreements for Service are standard for all organisations; these are attached at Appendix 2. Service specifications for each of the P82 funded services can be made available if required. Funding arrangements are commercial in confidence and cannot be shared at this time.

Appendix 1 – Service description for P82 initiatives

Area	Title of Service	Provided by	Description
Children	Specialist Fostering	HSSD	An increase in the number of active accredited foster carers, through a combination of proactive awareness raising which will encourage more people to become foster carers, and targeted learning and development programmes (and additional payments) to encourage more foster carers for hard-to-place children.
	Short Breaks	Autism Jersey, Les Amis, Tutela, New Horizons	An increase in choice and availability of Community Short Breaks for children and young people (up to age 18) with complex needs, including those on the Autistic Spectrum and those with other disabilities. Community Short breaks are provided by a range of organisations who have been assessed as meeting the required standards to be included on a framework. The process and panel for assessing and recommending Community Short Breaks has also been improved.
	Family Care Co-ordination	HSSD	Care co-ordination for families of children in the early years with complex needs; with an identified practitioner as a single point of regular and consistent contact to offer support and information and co-ordinate services around the child and family, including: <ul style="list-style-type: none"> • A single care pathway for children in the early years with complex needs including social communication needs with co-ordination of multi-agency support including the community short break service and autism diagnosis when required. • A re-designed one stop autism and social communication clinic for school age children with reduced waiting time from referral to diagnostic feedback. Training for practitioners in early years settings working with children aged 0 – 3 years to promote children's communication development (Language for Life training).
	Community Midwifery	HSSD	Community Midwives provide care for women in the antenatal period, during birth and for 10-14 days following birth. They provide 'shared care' with GPs for women at low risk, and 'shared care' with GP and hospital Obstetrician for women at high risk.
	Parenting Support (Mellow Parenting Programme)	HSSD	Programmes for up to 30 families each year (3 programmes of 10 participants). Programmes last for 14-weeks, with attendance one day a week. Play work and video feedback is given which is aimed at improving the parent – child relationship. This is supported with therapeutic work on parent's own difficulties whilst their child is in a crèche. The day includes: <ul style="list-style-type: none"> • Review and reflection

			<ul style="list-style-type: none"> • Children, mothers and facilitators take lunch together followed by planned play activities • Children engaged in play work whilst the mothers share videotape material and work on parenting topics. <p>Links are made between the mother's own experiences past and present and their current feelings towards the children. Fathers are invited to evening sessions.</p>
	Improved Access to Primary Care		
	Children Centre Coordinator / Parent Engagement	Samares School	The Samares Child and Family Centre is a joint project with Education, Sports and Culture and Family Nursing Home Care, which will provide increased access to universal services such as Health Visiting and Early Years Education Services such as Parenting. The centre is an integrated part of the school, and a Parent Engagement Officer will work with families, including engaging with families who have children with complex needs.
	Sustained Home Visiting	FNHC	Targeted support to families who have additional needs, the programme begins in the antenatal period until the child is 2 years of age, aiming to promote parental confidence and attachment with child and child development. The programme involves health and wellbeing, support and information, including increasing aspirations and supporting family and social relationships. Services are initially provided within the home with a view to connecting the family to existing community resources. The programme is delivered as part of the universal health visiting service which reduces stigma and increases uptake of the programme.
Healthy Lifestyles Alcohol	Community Detox & Relapse prevention	HSSD	Detox for individuals at home or in a community residential setting, with care planning and co-ordination of ongoing care.
	Opportunistic Screening & Brief Intervention		Opportunistic alcohol screening in a range of settings, predominantly in Primary Care, using validated tools by to assess alcohol consumption and inform subsequent advice, guidance and referral. 'Brief intervention' advice is provided on safe drinking and avoiding harm from alcohol, with onward referral to other services as appropriate, including detox and relapse prevention.
	Alcohol Liaison		Community-based relapse prevention programmes, comprising of 6 – 8 sessions of individual motivational counselling, abstinence and Support Group programmes (maximum of 10 people in a group), social support to make lifestyle changes, such as housing, employment, family and social relationships;

			advice, guidance and support on accessing benefits, housing and accommodation, employment and return to work programmes and educational and or volunteering opportunities.
Mental Health	Jersey Talking Therapies low intensity	Consortium led by Community & Social Services, MIND Jersey, GPs	JTT aims to provide adults aged 18 and over with quick, easy, and equitable access to a range of accessible talking therapies, for individuals who are experiencing psychological difficulties, mainly anxiety and depression and includes those with alcohol issues. The service provides face-to-face or telephone assessments and 1:1 therapy. JTT also provide psycho-educational workshops and courses and individual Computer Based Cognitive Behaviour Therapy, run by Psychological Well Being Practitioners and Psychological Therapists. The service works closely with GPs, and is predominantly provided in GP surgeries and in a town location (not a health service building)
	Jersey Talking Therapies high intensity		
Adults & Older Adults	Carers Support Services	Citizens Advice Bureau 10 providers on Adult Respite Approved Provider Framework	Improved information and advice for carers, including a directory of services for carers. Jersey Online Directory (JOD) is an essential resource for Islanders on line, and holds useful information about services, where to go for help and links to organisations associated with health and social care.
	Community Resources Centre (from 2014)	Community & Voluntary Sector	This will provide multi use rooms that can be utilised for a range of activities including meeting room space for VCS organisations, health improvement activities, service user meetings and bookable space for other activities such as counselling.
	Older Adults Community Mental Health Team	HSSD, working with Jersey Alzheimers Association	A multidisciplinary team caring for people with a functional mental illness such as depression and psychotic illness and people with dementia, working through a single point of access with integrated, person-centred care planning and care for older adults and their carers living in their own home or within a community setting.
	Memory Assessment and Early Diagnosis		
	Mental Health Liaison		
Community Specialist Team (3	HSSD	Integrated care for individuals with long term conditions, working across different services, with	

	new services)		<p>agreed care pathways.</p> <p>Long term conditions management will be patient-centred, and will form an integrated part of the 'Out of Hospital' system following further P82 investment and service development in 2016 (subject to MTFP2 funding).</p>
	Pulmonary Rehabilitation	HSSD	<p>An increase in the availability of Pulmonary Rehabilitation programmes, for up to 208 people per year. These programmes last 8 and 16 weeks and comprise two sessions per week, of 1 – 1.5 hours each, with a range of education and exercise components to improve lung function and exercise tolerance for people with COPD and other chronic lung conditions enabling them to have improved health and reduced need for more intensive care.</p>
	Rapid Response & Reablement	FNHC	<p>An integrated system, which incorporates a Single Point of Access and includes Rapid Response, Crisis Support and Reablement. Care is provided by a multidisciplinary team, accessible during extended hours.</p> <p>The aim is to prevent admission to hospital, delay admission to Long Term care and facilitate timely transfers of care from the hospital, through co-ordinating a range of responses tailored to the individual's needs; the integrated system currently comprises:</p> <ul style="list-style-type: none"> • Clinical hub (Single Point of Access) • Rapid Response and Crisis Support • Short Stay Respite (Step Up Step Down) Care Home Beds • Home Care Reablement • Community Equipment
	Single Point of Access		
	Specialist Palliative Care Team	Consortium led by Jersey Hospice Care, FNHC, HSS and GPs	<p>A partnership led by Jersey Hospice Care to ensure:</p> <ul style="list-style-type: none"> • Good quality end of life care services available to all islanders irrespective of their condition • More Islanders dying in their preferred place of death • Better working between primary care, community, hospital and hospice providers • Clear pathways ensuring the right level of support to patients at the right time • Improved knowledge and capability in all providers including primary care and care homes • Improved clinical governance



AGREEMENT BETWEEN:

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HEALTH & SOCIAL SERVICES DEPARTMENT

PERIOD: January 1st 2014 – December 31st 2015

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1 INTRODUCTION

1.1 Purpose

This Agreement for Services (“Agreement”) is between XXXXXXXXXXXX (“the Provider”) and the Health and Social Services Department of the States of Jersey (“the Commissioner”). It sets out the services that are to be provided, quality standards, performance and monitoring arrangements and payment terms; these may be changed or varied during the Agreement period should both Parties agree.

At no time shall the Provider act as, nor shall it purport to third parties that it acts as, agent to the Commissioner

2 SERVICE SUMMARY

2.1 Service Description

[Insert Service Description here from the OBC]

2.2 Service Specifications, Financial Values and Monitoring Arrangements

The service(s) together with quality and performance requirements and monitoring arrangements are described in the Service Specification(s) at Appendix I.

2.3 Service Duration

This Agreement is for the period from 1st January 2014 – 31st December 2015. It may be extended, following annual review, on a rolling basis, subject to the provider making any changes as identified by either party and agreed with the Commissioner as part of the quarterly monitoring meetings.

No part of this Agreement restricts the development, reduction or reconfiguration of any services if agreed by both Parties at any point during the contract period.

2.4 Financial Value and Payment

The money given to the Commissioner under this Agreement is not classed as a Grant within the States of Jersey Financial Directions. A financial schedule and payment terms are given at Appendix II.

3 NOMINATED REPRESENTATIVES

3.1 Named Individuals

Both Provider and Commissioner shall nominate named representatives who will be the key contact and shall handle queries and day-to-day communications regarding the operation of this Agreement. Both organisations shall also nominate a deputy and notify this to the other Party.

Any change of nominated representatives during the course of this Agreement shall be notified in writing to the other Party at the earliest opportunity.

The Provider shall nominate a named professional for child and adult safeguarding.

4 TERMS AND CONDITIONS

4.1 Statutory & Regulatory Requirements

Both parties are required to comply with relevant, applicable legal and regulatory requirements, including (but not limited to) safeguarding, recruitment practices, health and safety, equal opportunities, confidentiality and data protection and adherence to professional registration requirements and professional codes of practice.

Statutory requirements include (but are not limited to) the following

- Children (Jersey) Law 2002
- Consent to Medical Treatment (Jersey) Law 1973
- Data Protection (Jersey) Law 2005
- Health and Safety at Work (Jersey) Law 1989
- Regulation of Undertakings and Development (Jersey) Law 1973
- Health Care (Registration) (Jersey) Law 1995
- Public Finances (Jersey) Law 2005
- Police Act 1997 (Criminal Records and Registration) (Jersey)

The requirement for compliance will also apply to any amended, extended, re-enacted or consolidated legal and regulatory requirement, and all statutory instruments or orders made pursuant to it.

The Provider shall have in place effective policies and procedures that conform to the prevalent Commissioner's guidance or recognised good practice that promotes the well-being and safety of clients and staff.

The Provider shall, on request, make available to the Commissioner (or their representative) copies of any client guide or other written policy or protocol. The Provider shall notify the Commissioner of any amendments to these documents.

The Provider is required to comply with the Jersey Child and Adult Safeguarding Boards Multi-Agency Guidelines, the Child Protection Policy for nurses, medical and allied health professionals, and the Health and Social Services Adult Protection Policy as far as these are relevant to the services being provided under this Agreement.

The Provider shall allow the Commissioner (or their representative) full access to review compliance and any other issues considered necessary.

4.2 Staffing and Service Environment

Throughout this Agreement, the term 'staff' applies equally (unless limited under relevant legislation) to both paid and unpaid personnel (volunteers)

The Provider shall employ or engage sufficient competent and appropriately qualified staff to ensure that the services are provided in accordance with this Agreement, including ensuring that there is adequate cover for holiday periods, other absences and to cope with peak demand times and periods.

All staff and volunteers must:

- possess the appropriate qualifications, experience and skills to competently perform the duties required of them;
- be careful, skilled and competent in practising their duties;
- receive practice and managerial supervision in proportion to their level of experience.

The Provider shall also ensure that every staff member or volunteer involved with the provision of the services:

- receives proper and sufficient training and instruction in accordance with good health and/or social care practice and with the standards of their relevant professional body;
- receives regular practice supervision and annual performance appraisal;
- receives on-going education, training and development and, where relevant undertakes continuing professional development in line with the requirements of their relevant professional body;
- carries out the services with regard to the provisions of this Agreement, including health and safety requirements, sound professional practice, and courtesy and consideration.

Where applicable staff must be:

- registered with the appropriate professional body;
- covered by adequate liability insurance;
- members of a medical defence organisation or equivalent.

The Provider shall at all times comply with all applicable legislative and regulatory requirements and quality standards in relation to the service environment and ensure that it:

- is suitable for the purpose of the services;
- complies with applicable legislation and good practice relating to health and safety;
- is sufficient to enable the services to be safely and appropriately provided at all times and in all respects in accordance with this Agreement.

If and when requested by the Commissioner, the Provider shall supply a list of the names of all persons who participate in the delivery of the Services, specifying the capacities in which they are employed or operate and giving such other particulars as the Commissioner may reasonably require. This shall be subject to compliance with relevant Data Protection requirements.

The Provider shall comply with the requirements of the Health and Safety at Work (Jersey) Law 1989 and to the extent applicable, the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working in the performance of the Agreement, irrespective of the location.

The Provider will ensure that appropriate training is given to all staff and volunteers in relation to any equipment or devices that they need or are required to use in the performance of their duties.

The Provider shall ensure that all equipment is stored, maintained, tested and used strictly in accordance with manufacturers' instructions, any written clarification provided by the manufacturer and also, where applicable, in accordance with best clinical, health or social care practice. Where requested by the Commissioner, the Provider shall supply evidence that the maintenance and/or testing recommended by the manufacturer have been undertaken.

The Provider will advise the HSSD Chief Nurse regarding any concerns about fitness to practice or any NMC referrals within a reasonable time.

The Provider will work in conjunction with the Commissioner to develop shared approaches to training and education. The Provider will also share training needs analysis and training and education plans with the Commissioner.

4.3 Recruitment of Staff and Volunteers

For the purposes of this section the term "employment" shall refer to both paid and unpaid staff (volunteers).

The Provider shall have a policy and procedures covering the recruitment, selection and vetting of staff and volunteers. These will include confirmation of Jersey employment / residency status

and Disclosure and Barring Checks (DBS) checks. This will be made available to and must satisfy Commissioner as to their robustness and shall be reviewed periodically. The Provider will also ensure that all recruitment and selection shall mirror the Commissioner's policies on equal opportunities.

The Provider will ensure that all persons employed, whether paid, voluntary or sub-contracted, who have unsupervised access to clients, their families, or any personal information on them shall be subject to a DBS check before they are offered employment.

The Provider shall advise the Commissioner of any person who discloses any convictions, or who is found to have any convictions following the results of a DBS check.

The Provider shall advise the Commissioner of any member of staff or volunteer who, subsequent to the commencement of their employment, receives a conviction or whose previous convictions become known to the Provider.

The Provider shall ensure that it has in place at all times, adequate Employers Liability insurance to cover all paid and unpaid staff. Proof of coverage shall be provided upon request by the Commissioner.

4.4 Consent

The Provider shall implement and maintain a system of consent using guidelines, principals and forms agreed with the Commissioner. The Provider will demonstrate the existence of the system upon reasonable request of the Commissioner.

4.5 Safeguarding

The Provider will have and operate a safeguarding policy and procedures that will align and dovetail with those of the Adult and Children's Safeguarding Boards.

The Provider will sign an Memorandum of Understanding with the Adult and Children's Safeguarding Boards and will ensure that they have clear plans for achieving standards.

The Provider will ensure that staff and volunteers are versed in the safeguarding of adults and children and are properly supported should they raise safeguarding concerns.

The Provider must ensure that that all staff receive appropriate awareness training to protect the safety of vulnerable clients, particularly older people and children. Proof of the delivery of such training will be given to the Commissioner upon reasonable request.

If the Provider provides services to children, directly or indirectly, or staff come into contact with children in the course of delivering services, a suitable person must be nominated as the "named professional for child protection" in line with the Adult and Children's Safeguarding Boards and the Commissioner guidelines. The details of the "named professional" must be notified to Commissioner in writing, including any subsequent change in details.

The Provider must ensure that appropriate support is provided to the named professional for child protection so that child protection issues are co-ordinated within the Provider's organisation and with all other appropriate agencies.

The Provider is required to comply with changes to safeguarding requirements, policy, procedures and practice as these are developed by the Adult and Children's Safeguarding Boards.

The Provider will promptly report to the Commissioner any safeguarding issues that arise.

4.6 Discrimination

The Provider shall not unlawfully discriminate either directly or indirectly on grounds including, but not limited to race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age. The Provider shall comply at all times with all relevant legislation.

4.7 Corporate and Clinical Governance

The Provider will provide a statement of their corporate governance arrangements annually.

The statement should as a minimum cover the following:

- the overall corporate governance arrangements;
- details of risk management policies and the latest available assessment;
- all aspects of clinical / practice governance.

The Commissioner and Provider representatives (or deputies) shall be responsible for ensuring clinical / practice governance systems are in place, their effectiveness is monitored and reviewed, and improvements made where indicated.

Both Parties shall make arrangements for effective monitoring of clinical care and client record keeping.

Both Parties shall ensure that there is a system in place for staff, without adversely affecting their position in the organisation, to confidentially raise concerns over any aspect of service delivery they consider to have a detrimental effect on clients, their carers, families or the delivery of services.

The Provider shall on reasonable notice comply with any reasonable request from the Commissioner in connection with the performance of their functions for:

- entry to the Providers premises at any reasonable time by the Commissioner (or their representative) for the purpose of inspecting services (or at the location where the services are being delivered if this is at a place not belonging to the Provider);
- information including but not limited to details of any or all treatments or procedures provided under the services during any specified period.

Both Parties shall comply with all reasonable requests to participate in or contribute to respective clinical / practice audit plans and arrangements.

The Provider shall, upon request, provide the Commissioner with the results of any audit, evaluation, inspection, investigation or research undertaken by or on behalf of the Provider or any third party of the quality of any or all or the services, the services environment or services of a similar nature carried out by the Provider.

The Provider will act on any recommendation from appropriate clinical / practice audits, if the Provider does not intend or cannot for any reason comply then the Commissioner must be informed within 7 days of the receipt of the audit recommendations by the Provider.

The Provider will ensure that they have an incident reporting system in place and an appropriate risk management system. The Provider will share the risk register with the Commissioner on request.

4.8 Performance Measures, Quality Standards Reporting and Monitoring

The Provider will collect the data and performance information as specified in the service specification(s) at Appendix I and will provide this to the Commissioner at intervals detailed in the service specification within 3 weeks of the end of the relevant reporting period.

The Commissioner will meet with the Provider at intervals detailed in the service specification to discuss performance, improvements or any changes that need to be made to the service.

The Commissioner will have regard to existing data systems (electronic or otherwise) in formulating their requirements.

The Commissioner will assist the Provider to develop and implement performance improvements through the monitoring meetings and in other appropriate ways. Where systems need to be integrated with those of the States or other relevant organisations the States will resource (financial or otherwise) any developments or changes required where these are necessary for the delivery of the service and to the agreed performance and quality standards and are not already covered in the payment terms of this Agreement.

4.9 Client Satisfaction

The Provider shall undertake (or procure the undertaking of) an annual (or at another frequency agreed by the Parties) satisfaction survey the focus and format of which shall be agreed with the Commissioner. This will relate to client experience of the services and any Patient Reported Outcome Measures (PROMs) that are detailed in the service specification. The outputs of this survey will be provided to the Commissioner upon request and will contribute to the evaluation of the quality of services as detailed in the service specification.

4.10 Complaints and Compliments

Both Parties shall maintain a procedure for recording complaints and compliments in accordance with legal, regulatory and policy requirements and shall provide the other Party with such details regarding that procedure as may reasonably be required.

Each Party shall appoint a complaints manager and notify the other Party of that complaints manager's name and contact details.

Each Party shall provide the other with detail of any Independent Advocacy Service it may provide.

Both Parties shall publish details of their complaints and compliments procedure and make this available to clients and appropriate family members and carers. The information will make it clear that they are entitled to use both the Provider's complaints procedure and the Commissioner's complaints procedures.

Both Parties shall make details of the procedures and any relevant Independent Advocacy Service (if provided) available to the client, their family or other carers on request. Both Parties shall ensure that the client, their family or other carers may be supported by or represented by the Independent Advocacy Service (if provided) and that they shall provide reasonable assistance to facilitate this.

The Provider shall make such enquiries as are reasonable in the circumstances to establish the identity of family members and carers for the purpose of this clause.

The provisions of this clause shall apply to complaints made by persons other than the client in respect of clients who have died in circumstances which are related or may be related or connected to services delivered under the terms of this Agreement.

The Provider undertakes to monitor all complaints made under the complaints procedure and inform the Commissioner of the performance of its handling of complaints at the regular performance monitoring meetings or following reasonable requests for a performance update requested by the Commissioner.

4.11 Serious or Untoward Incidents (SUIs)

The Provider's representative (or deputy) shall agree with the Commissioner's representative (or deputy) arrangements for notification and investigation of all SUIs directly or indirectly involving any client. The Agreement will include the form in which such notifications are made and the Provider will be required to provide any further information that the Commissioner may reasonably require in relation to the SUI.

The Provider shall promptly provide to the Commissioner a full copy of any notification of a serious or untoward incident (SUI) where such notification directly or indirectly concerns any client. The Provider shall also provide to the Commissioner a copy of any report that is produced as a result of an SUI.

The Commissioner may in its complete discretion use all or any part of the information provided by the Provider under this clause in any report that the Commissioner or any other body in connection with the SUI, or in relation to the prevention of any future SUI, may prepare. This clause shall survive the termination or expiry of this Agreement.

4.12 Client Records and Confidentiality

The Provider shall develop and agree with the Commissioner a written records and confidentiality policy that takes account of the requirements of this Agreement.

The Provider shall maintain up-to-date records for all clients receiving the service specified in this Agreement. Paper records shall be kept in an appropriate secure location. Electronic records shall be kept on a secure database with appropriate password protection and controlled system user access.

Parties authorised by the Commissioner shall be granted access to such records, shall be entitled to inspect the client health records and if necessary obtain copies at the Providers cost.

The Provider and Commissioner shall comply with any duty arising from the client's entitlement to confidentiality of his/her records and any other information (including personal data) relating to him/her as a client in accordance with current legislation and the common law duty of confidentiality.

The Provider shall use client records and any information relating to them in the possession, custody or control of the Commissioner or in the possession, custody or control of any party under the Providers control, solely for the execution of the Providers obligations under this Agreement.

The Provider shall provide, to each client, full and accurate information regarding the relevant services to be delivered to them under the terms of the Agreement and shall record this information in writing (physically or electronically) in the relevant client record. The Provider shall ensure that client records contain written evidence that informed consent to services, treatment or procedures has been given by the client or, where appropriate, his/her representative.

If required by the client's registered GP and the client's consent has been given (or, where appropriate, by his/her representative)) then the Provider shall make available any client records and any other personal data relating to client's healthcare.

4.13 Data Protection and Freedom of Information

Both Parties acknowledge their respective duties under the Data Protection legislation and the Freedom of Information Code and hereby confirm they will give all reasonable assistance to

each other where appropriate or necessary to comply with any obligations arising under the said laws and code.

The Provider will ensure that all staff respect the right of individual clients/clients to privacy. They will not disclose confidential information about individuals to a third party without consent from the client/client, usually in writing, except where there is an overriding duty to protect the safety and well being of the client or others, for example, by reporting the matter to the police. The Provider must ensure that arrangements conform to the Commissioner's policies for the secure handling of confidential client information and to the requirements of the Data Protection (Jersey) Law 2005 and the Code of Practice on Public Access to Official Information.

The Provider agrees to indemnify the Commissioner in relation to any damage/loss arising out of any breach of the Data Protection (Jersey) Law 2005 by the Provider or any approved person or 3rd party engaged or used by it.

Where required by the Commissioner both parties will sign a 'Memorandum of Agreement' Document (devised by the States of Jersey Data Protection Commissioner) that will govern the collection, processing, storage, security, retention and return of data relating to this Agreement

4.14 Publicity, Media and Official Enquiries

Without prejudice to the Commissioner's obligations under the Code of Practice on Public Access to Official Information, neither Party shall make any press announcements or publicise the Agreement or any part thereof in any way, except with the written consent of the other Party.

4.15 Sub-contracting

The service nor any part of the service shall not be sub-contracted without the specific written consent of the Commissioner. Such consent will not be unreasonably withheld. This provision does not apply to "back-office" services such as ICT support, payroll, website maintenance and other such functions.

The Provider warrants and shall ensure that any sub-contractor will comply with all relevant requirements of this Agreement.

4.16 Indemnity and Clinical Negligence

The Provider is responsible for ensuring that adequate insurance cover is procured to meet any claims arising from the provision of its services and from accident or negligence. Any increase in indemnity cover arising from repeated or persistent claims must be met by the Provider at no extra cost to the Commissioner.

All clinical negligence claims lodged against the Provider must be notified to the Commissioner as and when they occur or arise in writing and within 7 days. The Provider is expected to fully collaborate with the Commissioner in any investigation and in the resolution of any issues arising from historical, current and future negligence claims.

5 DISPUTE RESOLUTION

If either Party is dissatisfied with the operation of the Agreement then this should be notified to either the Commissioner representative (or deputy) or the Provider representative (or deputy) at the regular performance management meetings, or, if a more urgent matter, within a reasonable time following the concern.

In the event of a breach of this Agreement, the Commissioner will endeavour to agree with the Provider an action plan and timetable to address the breach. If the terms of this action plan are not met and no reasonable explanation is given the Commissioner has the right to withhold

payment on the specified service. Where payment for the service has already been made in advance then the Provider will refund the amount relating to the failed services within 30 days of a request to do so by the Commissioner.

In the event of failure of the two Parties to agree it shall be open to either Party to ask for the issue to be elevated for resolution by the Chief Officer of the Provider and a Director of HSSD in the first instance.

In the event that agreement is not reached, the matter will be elevated to the Chief Executive Officer of HSSD for a final decision. In this event, the Chief Executive Officer will be provided with all relevant information from the previous resolution discussions. The Chief Executive Officer will make a decision within the stipulations of her role as Accounting Officer.

All Officers will comply with Financial Directions at all times.

The Provider may appeal against the decision which has been made within the Commissioning process to the Minister for Health and Social Services.

6 AUDIT (Financial Record Keeping)

The Provider shall keep and maintain until at least six years after the end date of this Agreement, or as long a period as may be agreed between the Parties, full and accurate records including the services provided under it, staffing and employment records, together with all payments made, and all expenditure reimbursed, by the States. The Provider shall, on request, afford the Commissioner or their representatives such access to those records as may be required in connection with the Agreement, shall co-operate fully with the Authority or the Authority's representatives in respect of any reasonable requests and shall respond in a timely manner to any questions raised.

7 TERMINATION

Either Party may terminate this Agreement voluntarily by giving not less than 6 months notice to the other Party.

Without prejudice to any other rights or remedies of the Commissioner, if the Provider does not provide the services in accordance with the provisions of this Agreement or as agreed between the Commissioner and Provider from time to time, the Commissioner may without prejudice to any other right or remedy:

- without terminating the whole of this Agreement, terminate the Agreement in respect of part of the services only and thereafter provide or procure the provision of such part of the services itself or from another party;
- itself provide or procure the provision of the services until it is satisfied that the Provider is able to carry out the Services in accordance with this Agreement; or,
- in the event of repeated and material breach terminate the whole Agreement.

The Commissioner shall be entitled to terminate this Agreement immediately by written notice to the Provider if the Provider is at any time in persistent material breach of this Agreement provided always that such termination shall not prejudice or affect any right of action or remedy that shall have accrued or shall accrue thereafter to the Commissioner.

The Commissioner shall also be entitled to terminate this Agreement immediately by written notice to the Provider if:

- the Provider undergoes a change of control, within the meaning of the Income Tax (Jersey) Law 1961, which impacts adversely and materially on the performance of the Agreement; or
- a petition is presented for the Provider's bankruptcy, or a criminal bankruptcy order is made against the Provider or if an administrator is appointed to manage the Provider's affairs; or

- if the Provider's Board of Directors or governing structure passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members, resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
- where the Provider is unable to pay its debts within the meaning of the Bankruptcy (Désastre) (Jersey) Law 1990; or
- any similar event occurs under the law of any other jurisdiction.
- the Provider (through its Directors, Trustees, staff, subcontractors or agents) commits an act of fraud or corruption as defined under Jersey law or is officially being investigated by the appropriate authorities for the same.

In exercising its rights, the Commissioner shall have due regard for the other services provided by the Provider and in particular the effect on the Provider's ability to maintain those other services.

Howsoever this Agreement is terminated the Provider shall refund any advance payment made unless agreed in writing by both Parties. The amount to be refunded shall be calculated upon the cost of the services that should have been provided between the date the Agreement termination becomes effective and the end date of the period that the advance payment covered.

8 FORCE MAJEURE

For the purpose of this clause, "Force Majeure" means any event or occurrence which is outside the reasonable control of the party concerned, and which is not attributable to any act or failure to take preventative action by the party concerned, including (but not limited to) governmental regulations, fire, flood, or any disaster. It does not include any industrial action occurring amongst the Provider's staff or any staff of any sub-contractor.

Neither Party shall be liable to the other party for any delay in or failure to perform its obligations under the Agreement (other than a payment of money) if such delay or failure results from a Force Majeure event. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such Force Majeure event. However, if any such event prevents either Party from performing all of its obligations under the Agreement for a period in excess of 1 Month, either Party may terminate the Agreement by notice in writing with immediate effect.

If either of the Parties becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

9 BUSINESS CONTINUITY

Both Parties will develop a Business Continuity Plan to avoid, mitigate or address the consequences of a Force Majeure or similar event. In the case of the Provider this will be reviewed annually and provided to the Commissioner. In the case of the Commissioner their Business Continuity Plan will be shared with the Providers insofar as they affect or impact upon the delivery of the services specified in this Agreement.

10 GOVERNING LAW

The Agreement shall be governed by and interpreted in accordance with Jersey law and the Parties submit to the exclusive jurisdiction of the courts of Jersey.

11 SIGNATURES

IN WITNESS whereof the Agreement has been signed and delivered as a deed on the date and year stated at the beginning of this deed.

Signed on behalf of the Provider, XXXXXXXXXXXXX:

XXXXXX - Chief Executive Officer _____
Date

Signed on behalf of the Commissioner – the States of Jersey Health & Social Services Department

Julie Garbutt - Chief Executive Officer HSSD _____
Date

Jason Turner - Director of Finance & Information HSSD _____
Date