Docusign Envelope ID: A6C386E5-A5DE-4D70-83A3-C8B126020EFA

Call-Off Contract for the Provision of Forensic Medical Services for Police Custody

From 3rd February 2025 until

2ND February 2029

FILE 1380

Lot 2 - Gwent Police (GP) Custody

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THIS CONTRACT is made the day of 202[X]

BETWEEN:

(1) POLICE AND CRIME COMMISSIONER FOR GWENT of Police Headquarters, Llantarnum, Cwmbran, NP44 3FW of the one part (the "Commissioner"); and

(2) MITIE CARE AND CUSTODY LIMITED Registration Number 06976230**)** of **The Shard – Level 12, 32 London Bridge Street, London SE1 9SG** of the other part (the "Contractor").

WHEREAS the Contractor entered into a Framework Agreement dated 5 March 2025 with the Police and Crime Commissioner for South Wales for the provision of Services (the Framework Agreement").

This is a Call-Off Contract for the Services between the Commissioner and the Contractor issued under the Framework Agreement for the Services as set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

(1) In this Contract certain words and expressions shall have the same meanings as are respectively assigned to them in clause A1 of the Terms and Conditions of Contract.

(2) The following documents which have been listed below shall form part of and be read and construed as forming part of this Contract, and shall have the same force and effect as if set out in the body of this Contract, and any reference to this Contract shall include the following documents (collectively referred to as the "Contract Documents"):

Terms and Conditions of Contract

Call-Off Contract Award Schedule

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Specification Schedule

Pricing Schedule

Performance Criteria Schedule

Monitoring Schedule

Commercially Sensitive Information Schedule

Vetting Schedule

Change Control Schedule

Data Protection Schedule

Security requirements

LGPS Pensions

Appendices

Premises List

Historical Data

Legislation and Guidance

(3) In the event of any ambiguity, conflict or difference between the Terms and Condition of Contract in the Framework Agreement and the Terms and Condition of Contract in the Call-Off Contract, the Terms and Condition of Contract in the Call-Off Contract shall prevail.

(4) In the event of any ambiguity, conflict or difference between the Terms and Conditions of Contract together with the Specification Schedule and the other documents, schedules, parts and appendices, the Terms and Conditions of Contract together with the Specification Schedule shall prevail.

(5) In consideration of the payments to be made by the Commissioner to the Contractor as hereinafter mentioned, the Contractor agrees to supply the Services in conformity in all respects with the provisions of this Contract.

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(6) The Commissioner shall pay to the Contractor in consideration of the supply of the Services the Contract Price or such other sum as may become payable under the provisions of this Contract, at the times and in the manner prescribed therein.

(7) The Contract constitutes the entire agreement between the Parties as detailed in clause F9 of the Terms and Conditions of Contract and shall apply exclusively to the entire business relation between the Parties.

IN WITNESS WHEREOF this Contract has been entered into the day and the year first before written:

SIGNED BY: [redacted]

Signed by:
[redacted]
32281C04E45B437...

For and on behalf of the

POLICE AND CRIME COMMISSIONER FOR GWENT

In the presence of (signature): Signed by: [redacted] E118E576F4934B7...

Print Name: [redacted]

Force Number: [redacted]

AND SIGNED BY:

DocuSigned by:
[redacted]
9153130E17564CC...

[redacted]

For and on behalf of **MITIE CARE & CUSTODY LIMITED**

In the presence of (signature): DocuSigned by: [redacted] 2F82FDD65F724DA...

Print Name: [redacted]

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A. GENERAL PROVISIONS

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A1 Definitions and Interpretation

A1.1 In this Contract, unless the context otherwise requires, the following provisions shall have the meanings given to them below:

"Adverse Incident" means an incident which occurs and has the effect of:

(a) triggering a KPI; and/or

(b) causing an adverse impact on the timeliness of providing the Services through issues including, but not limited to:

- an inability to meet a Service request due to a lack of skilled Staff or their unavailability;
- a refusal of Staff to attend a scene of death when called;
- unresolved attempts for the Service via telephone;
- a failure to meet a call for Service which has an adverse impact on the welfare of a Service User;
- a Service delivery failure such as evidence contamination.

"Adverse Incident Report" means the form that will be completed by the Authorised Officer and submitted to the Contract Manager upon an occurrence of an Adverse Incident.

"Approval" means the prior written consent of the Commissioner (and Approved shall be construed accordingly).

"Authorised Officer" means the person or persons duly appointed by the Commissioner as detailed in the Call-Off Contract Award Schedule, to act as the day to day point(s) of contact in relation to the Contract.

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"Call-Off Contract Award Schedule" means the schedule containing the details of the Contract award.

"Change Control Schedule" means the schedule containing the details of permitted changes to the Specification, the Contract and all appendices.

"Chief Constable" means the Chief Constable of the respective police Force from time to time and shall include its duly authorised personnel, officers, employees, representatives, agents and/or any such other duly authorised party and where the context so permits shall include the Commissioner.

"Commencement Date" means the date detailed in the Call-Off Contract Award Schedule or such other date as agreed in writing by the Commissioner.

"Commercially Sensitive Information" means the information listed in the Commercially Sensitive Information Schedule comprised of information:

(a) which is provided by the Contractor to the Commissioner in confidence for the period set out in that Schedule; and/or

(b) that constitutes a trade secret or would, if disclosed, prejudice the commercial interests of the Contractor.

"Commissioner" means the party named in the Call-Off Contract Award Schedule, any successor or replacement commissioner and/or any body to which all or part of the functions of the Commissioner may be lawfully transferred and shall include its duly authorised personnel, officers, employees, representatives, agents and/or any such other duly authorised party and where the context so permits shall include the Chief Constable.

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"Commissioner's Equipment" means the equipment detailed in paragraph 32.1 of the Specification.

"Confidential Information" means:

(a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored and whether or not it is marked as "confidential") including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA; and/or

(b) any information, including, but not limited to, any survey results, research data, advice, plans, recommendations or other reports or information which is generated by or on behalf of the Contractor for the Commissioner in the course of performing its obligations under the Terms and Conditions of Contract.

"Contract" means this Call-Off Contract for the provision of the Services made between the Commissioner and the Contractor and consisting of these Terms and Conditions of Contract and any attached Parts, Schedules, Appendices or other documents attached to it, as Approved by the Commissioner (in each case as amended from time to time in accordance with the Contract).

"Contracting Authority" means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015.

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"Contract Manager" means the person or persons duly appointed by the Contractor as detailed in the Call-Off Contract Award Schedule, to act as the day to day point(s) of contact for communications in relation to the Contract.

"Contractor" means the person, firm or company with whom the Commissioner enters into the Contract.

"Contractor's Final Staff List" means the list of all the Staff engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the Relevant Transfer Date.

"Contract Period" means the period detailed in the Call-Off Contract Award Schedule and shall include, where applicable, any extension pursuant to clause F8, or such earlier period as shall end on the termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract.

"Contractor's Provisional Staff List" means a list prepared and updated by the Contractor of all the Staff engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the staff list.

"Contract Price" means the price (exclusive of any applicable VAT), payable to the Contractor by the Commissioner under the Contract, as set out in the Pricing Schedule, for the full and proper performance by the Contractor of its obligations under the Contract but before taking into account the effect of any adjustment of price in accordance with clause C4.

"Crown" means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the Welsh Minister), including, but not limited to, government

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ministers, government departments, government and particular bodies and government agencies.

"Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under the Contract and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach.

"Data Protection Impact Assessment" means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

"Data Protection Schedule" means the schedule containing the details of the data processing.

"Data Subject Access Request" means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

"Default" means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

"Discriminatory Change in Law" means any change in Law which:

(a) applies:
  (i) expressly to the Commissioner or the Contractor; or
  (ii) specifically to the use of the Contractor or any of its Staff by the Commissioner; or
  (iii) specifically to the provision of the Services by the Contractor under the Contract; and
(b) results in a need to change the Specification in accordance with clause F3.

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"DPA" means the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time including the DPA 2018 to the extent that it relates to processing of personal data and privacy and all other applicable Law about the processing of personal data and privacy.

"DPA 2018" means the Data Protection Act 2018 and the UK GDPR.

"Environmental Information Regulations" means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

"Equipment" means the equipment provided by the Contractor and/or as used by the Staff in the provision of the Services as detailed in the Specification and which shall also include, which shall include but not be limited to, general equipment necessary for the performance of the Services and its obligations under the Contract.

"Exit Strategy" means the strategy to be Approved by the Commissioner within 6 months of the Commencement Date".

"Fees Regulations" means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004.

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"Force" means the police force named in the Call-Off Contract Award Notice.

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"Force Majeure" means in relation to either Party, a Force Majeure Event which is beyond the reasonable control of that Party concerned and which materially and adversely affects its ability to perform it obligations under the Contract.

"Force Majeure Event" includes fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding any one or more of the following:

(a) any industrial action occurring within the Party's or any Sub-Contractor's organisation; or

(b) any event to the extent that it could have been prevented or avoided, or its adverse impact could have been mitigated, through the exercise by the Party in question of Good Industry Practice, including the establishment and implementation of appropriate disaster recovery or business contingency arrangements; or

(c) any lack of funds by the Party in question; or

(d) the failure by any Sub-Contractor to perform its obligations under any Sub-Contract, unless that failure was in turn attributable to a Force Majeure Event, and cannot be excluded from, the preceding parts of this definition (if references in those preceding parts to the Party in question were references to the relevant Sub-Contractor).

"Framework Agreement" means the agreement between the Contractor and the Police and Crime Commissioner for South Wales dated 5 March 2025 under which the Contract has been entered into.

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"Framework Period" means the period of 4 years from the date of the Framework Agreement.

"Fraud" means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Commissioner and/or the Crown.

"Good Industry Practice" means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

"Information" has the meaning given under section 84 of the FOIA.

"Intellectual Property Rights" means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off. All references to "Intellectual Property" shall be construed accordingly.

"Implementation Plan" means the plan prepared by the Contractor which is necessary to implement the provision of the Services, as Approved in the Framework Agreement, and incorporated as part of the Contractor's Response in Part 22 of the Framework Agreement.

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"Key Personnel" means those persons named in the Call-Off Contract Award Schedule as being key personnel.

"KPI" has the meaning given to it in paragraph 1.1 of the Performance Criteria Schedule;

"Law" means any applicable Act of Parliament (as may be amended, consolidated, extended, re-enacted, repealed during the Contract Period), subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978 including legislation made by the Senedd or the Welsh Minister, exercise of the royal prerogative, regulatory policy, any retained European Union law within the meaning of the European Union (Withdrawal) Act 2018 and any enforceable rights by virtue of section 29 of the European Union (Future Relationship) Act 2020, any legislation to which the Legislation (Wales) Act 2019 applies, code of practice, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply (any of which may be amended during the Contract Period) , in each case as applicable in England and Wales, or in Wales only.

"LED" means the Law Enforcement Directive (Directive (EU) 2016/680).

"Method Statement" means the detailed processes and delivery methodology prepared by the Contractor in its Tender Response, which shall be agreed by the Authorised Officer prior to the Commencement Date, and incorporated as part of the Implementation Plan.

"Modern Slavery Statement" means the Force's anti-slavery and human trafficking policy as detailed in the Call-Off Contract Award Schedule and updated by the Force and notified to the Contractor from time to time.

"Month" means calendar month.

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"NPCC" means the National Police Chiefs' Council.

"Part" means a part attached to, and forming part, of the Contract.

"Participating Contracting Body" means the Police and Crime Commissioner for South Wales; the Police and Crime Commissioner for Gwent; and/or the Police and Crime Commissioner for Dyfed Powys;

"Party" means a party to the Contract and "Parties" shall be construed accordingly.

"Performance Criteria Schedule" means the Schedule containing details of the performance criteria.

"Premises" means the location(s) where the Services are to be performed/ delivered, as set out in the Specification or otherwise agreed by the Commissioner.

"Pricing Schedule" means the Schedule containing details of the Contract Price.

"Property" means the property, other than real property, issued or made available to the Contractor by the Commissioner in connection with the Contract or the provision of the Service.

"Protective Measures" means appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

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"Quality Standards" means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation, UKAS, FFLM, Forensic Science Regulator Code of Practice or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification Schedule.

"Receipt" means the physical or electronic arrival of the invoice at the address of the Commissioner detailed at clause A5.3 or at any other address given by the Commissioner to the Contractor for the submission of invoices, provided that if any such invoice arrives on a day that is not a Working Day or after 17:00 on a Working Day, then it shall not be deemed to have been received until 10:00 on the next following Working Day.

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

"Relevant Transfer Date" means the date on which the Services (or any part of the Services), for whatever reason transfer from the Contractor to the Commissioner or any Replacement Contractor.

"Replacement Contractor" means any third party service provider appointed by the Commissioner to supply any services which are substantially similar to any of the Services and which the Commissioner receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

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"Request for Information" shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply).

"Relevant Convictions" means a conviction that is relevant to the nature of the Services and/or as listed by the Commissioner and/or relevant to the work of the Commissioner for the purpose of the Contract.

"Schedule" means a schedule attached to, and forming part of, the Contract.

"Services" means the services to be supplied by the Contractor, as specified in the Specification Schedule.

"Service User" means an individual who receives the Services under the Contract.

"Specification" means the description of the Services to be supplied under the Contract as set out in the Specification Schedule and includes the Implementation Plan.

"Specification Schedule" means the Schedule containing details of the Specification.

"Staff" means all persons employed or otherwise engaged by the Contractor to perform its obligations under the Contract together with the Contractor's staff, workers, agents and consultants, volunteers, suppliers and Sub-Contractors, any other third parties with whom the Contractor contracts in order to provide any of the Services, who are engaged in the provision of the Services under the Contract.

"Staffing Information" has the meaning as set out in the schedule to the Confidentiality Agreement.

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"Staff Vetting Procedure" means the Commissioner's procedures for the vetting of Staff as advised to the Contractor by the Commissioner.

"Sub-Contract" means any contract or agreement or proposed agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services (or any part thereof) or to provide facilities or services necessary for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the provision of the Services or any part thereof. "Sub-Contracting" shall be construed accordingly.

"Sub-Contractor" shall mean any person, firm, company or other body engaged by the Contractor from time to time under a Sub-Contract permitted pursuant to the Contract.

"Sub-processor" means any third Party appointed to process Personal Data on behalf of the Contractor related to the Contract.

"Tender" means the document(s) submitted by the Contractor for the Framework Agreement in response to the Police and Crime Commissioner for South Wales's invitation to suppliers for formal offers to supply it with the Services.

"Transferring Employees" means those employees whose Contract of employment will be transferred to a Replacement Contractor pursuant to the TUPE Regulations on expiry or termination of the Contract.

"TUPE Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

"UKAS" means the United Kingdom Accreditation Service.

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"UK GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679).

"User" means a Service User or detainee receiving the Services.

"VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

"Working Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

"Year" the 12 month period from the Commencement Date and thereafter on each anniversary of such date.

A1.2 The interpretation and construction of this Contract shall be subject to the following provisions:

(a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

(b) words importing any genders include the other gender;

(c) reference to a clause is a reference to the whole of that clause unless stated otherwise;

(d) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as it may have been, or may from time to time be amended, modified

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or re-enacted and shall include any subordinate legislation made under the relevant statute;

(e) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;

(f) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation". The rule known as the 'ejusdem generis' shall not apply and accordingly, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;

(g) the recitals and headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;

(h) references to "indemnity" and "indemnifying" any person against any circumstance include indemnifying and keeping that person harmless from all actions, claims and proceedings from time to time made against that person and all loss and damage and all payments, costs and expenses (including legal fees on a solicitor own client basis and taxes) made or incurred by that person as a consequence of or which should have arisen but for that circumstance. For the purpose of this provision, "indemnities" shall be construed accordingly;

(i) the term "reasonable" means as so deemed by the Commissioner in their sole discretion;

(j) references to writing shall mean any mode of reproducing words in a legible and non-transitory form;

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(k) the Schedules, Parts and Appendices form part of the Contract and shall have the same force and effect as if expressly set out in the body of the Contract;

(l) where the Agreement is entered into by or on behalf of a partnership or otherwise by or on behalf of more than one person, any liability arising under it shall be deemed to be the joint and several liability of the partners or of such persons as stated above, and any demand for payment made or notice given by the Commissioner to any one or more of the persons so jointly and severally liable shall be deemed to be a demand made or notice given to all such persons. The Commissioner shall be at liberty to release or discharge any one or more of such persons from liability under the Contract or to compound with, accept compositions from or make other arrangements with any of such persons without in consequence releasing or discharging any other party to this Contract or otherwise prejudicing or affecting the Commissioner's rights and remedies against any such party;

(m) references to time shall be construed, during the period of summer time, to be British Summer Time and otherwise to be Greenwich Mean Time;

(n) except as otherwise expressly provided in the Contract, all remedies are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not exclude the exercise of any other remedy; and

(o) any standards stipulated shall be deemed to include an appropriate equivalent for a non-UK Contractor.

A2 Contract Period

A2.1 The Contract shall take effect on the Commencement Date, or such other date as agreed by the Parties and shall continue for the period detailed in the Call-Off Contract Award Schedule unless and until it is otherwise terminated in accordance

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with the provisions of the Contract, or otherwise lawfully terminated, or extended under clause F8. The termination of the Framework Agreement shall not affect any Call-Off Contract in place at the date of such termination.

A3 Contractor's Status

A3.1 At all times during the Contract Period, the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party, save as expressly permitted by the terms of the Contract.

A4 Commissioner's Obligations

A4.1 Save as otherwise expressly provided, the obligations of the Commissioner under the Contract are obligations of the Commissioner in its capacity as a Contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Commissioner in any other capacity, nor shall the exercise by the Commissioner of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Commissioner to the Contractor.

A5 Notices

A5.1 Except as otherwise expressly provided within the Contract, no notice, consent or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

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A5.2 Any notice, consent or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery) or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in clause A5.3. Provided the relevant communication is addressed correctly and is not returned as undelivered, the notice, consent or communication shall be deemed to have been given:

(a) if hand delivered, at the time of actual delivery; or

(b) 2 Working Days after the day on which the letter was posted; or

(c) 4 hours, in the case of electronic mail after successful transmission; or

(d) sooner where the other Party acknowledges receipt of such letters or item of electronic mail;

provided in each case that if the deemed receipt occurs either on a day that is not a Working Day or after 17:00 on a Working Day, then the notice, consent or other communication in question shall not in fact be deemed to have been received until 10:00 on the next following Working Day (such times being local time at the address of the recipient).

A5.3 For the purposes of clause A5.2, the address and other contact details of each Party shall be detailed in the Call-Off Contract Award Schedule or otherwise advised to the other in writing prior to the Commencement Date.

A5.4 Either Party may change its address for service by serving a notice in accordance with this clause A5.

A5.5 At the same time as giving any notice, consent or other communication to the Commissioner in accordance with clauses A5.2-A5.4 above, the Contractor shall provide a copy of the relevant notice, consent or other communication to the Authorised Officer using the email address set out in the Call-Off Contract Award

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Schedule or otherwise notified to the Contractor for these purposes from time to time.

A5.6 Any notice, information instruction or other communication given or made to the Contract Manager shall be deemed to have been given or made to the Contractor.

A6 Mistakes in Information

A6.1 The Contractor shall be responsible for the accuracy of all pricing, costings, drawings, plans, designs, calculations, data, documentation and/or information in whatever medium supplied to and/or by the Commissioner in connection with the supply of the Services and shall pay the Commissioner any extra costs occasioned by any discrepancies, errors or omissions therein.

A6.2 The Contractor shall be deemed to have examined the Service requirements specified in the Contract.

A6.3 No claim from the Contractor for additional payment shall be allowed on the grounds of misinterpretation of any matter relating to the requirements specified in the Contract in respect of which the Contractor could reasonably have satisfied itself beforehand by reference to the Authorised Officer, or such other means as may have been appropriate.

A6.4 It shall be the Contractor's responsibility to ensure its complete understanding of the Commissioner's requirements and to obtain from the Authorised Officer written clarification of any matters.

A6.5 The Contractor shall be deemed to have satisfied itself as to the accuracy and sufficiency of the rates and prices stated by it in its Tender as set out in the Pricing Schedule, which shall (except in so far as it is otherwise provided in the Contract)

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cover all its obligations under the Contract, including, but not limited to, all Staffing costs and Equipment, and the Contractor shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Contract Price.

A7 Conflicts of Interest

A7.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff are placed in a position where, in the reasonable opinion of the Commissioner, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Commissioner under the provisions of the Contract. The Contractor shall disclose to the Commissioner forthwith full particulars of any such conflict of interest, potential or otherwise, which may arise.

A7.2 The Commissioner reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Commissioner, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Commissioner under the provisions of the Contract. The actions of the Commissioner pursuant to this clause A7 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Commissioner.

A8 No Exclusivity

A8.1 The Contractor hereby acknowledges and agrees that it is not being appointed as the Commissioner's exclusive provider of all services which are the same or similar to the Services and the Commissioner shall be free at any time to purchase such services from one or more other Contractors during the Contract Period.

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A9 No Guaranteed Purchases

A9.1 The Commissioner does not give, and shall not be deemed to have given, any guarantee, warranty or other assurance as to the quantity or value of Services that may be required under the Contract, nor as to the revenue that the Contractor will generate as a result of entering into the Contract.

A9.2 Any estimate of demand or historical data given to the Contractor is for guidance purposes only and shall not form part of the Contract.

B. SUPPLY OF SERVICES

B1 The Services

B1.1 The Contractor shall supply the Services during the Contract Period in accordance with the Commissioner's requirements as set out in the Specification and the provisions of the Contract in consideration of the payment of the Contract Price. The Contractor shall provide contract details to access the Services 365/6 days a Year and shall provide contact details for Staff to be available on this basis. The Commissioner may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours (or otherwise).

B1.2 If the Commissioner informs the Contractor in writing that the Commissioner reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is other than as a result of a Default by the Commissioner, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Commissioner.

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B1.3 The Services shall be performed at such times and at such Premises as the Authorised Officer directs. Timely supply of the Services shall be of the essence of the Contract where the Contractor has been notified of such requirements by the Authorised Officer. Commencement and delivery of the supply of the Services within the time agreed or on a specified date shall be of the essence. Without prejudice to this clause B1.3, in the event that the Contractor fails, due to its Default, to fulfil an obligation by the time specified by the Authorised Officer for such fulfilment, the Contractor shall, at the request of the Authorised Officer and without prejudice to the Commissioner's other rights and remedies, arrange all such additional resources as are necessary to fulfil the said obligation as early as practicable thereafter at no additional charge to the Commissioner.

B1.4 In addition to its rights under clauses B1.2 and B1.3, should the Contractor fail to provide the Service or any part thereof in accordance with Good Industry Practice and to the entire satisfaction of the Authorised Officer, the Commissioner may itself provide or may employ and pay other persons to provide the Service or any part thereof and all costs incurred thereby may be deducted from any sums due or to become due to the Contractor under the Contract or shall be recoverable from the Contractor by the Commissioner as a debt. If the Contractor fails to provide the Service in accordance with Good Industry Practice, the Commissioner may withhold payment of any amount owed by the Commissioner to the Contractor until such time as the Commissioner is satisfied the requirements of the Contract have been and are being adhered to by the Contractor. The rights of the Commissioner under this clause B1 shall be in addition to and without prejudice to any other remedy for breach of contract or its rights under clause H1 or H2.

B1.5 Where the performance of the Contract requires any licences, permits and/or permissions, it shall be the responsibility of the Contractor to ensure that such licences, permits and/or permissions are obtained to enable the Services to be performed as required by the Commissioner, and at no additional cost to the Commissioner.

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B1.6 The Contractor immediately upon becoming aware of any accident, damage, omission or breach of any term of this Contract or of any relevant Laws or of any incident as referred to in clause D6.10 relating to the provision of the Service, or in any way connected to the Service, shall notify the Authorised Officer immediately of the same.

B2 Provision and Removal of Equipment

B2.1 With the exception of the Commissioner's Equipment, the Contractor shall provide all the Equipment necessary for the supply of the Services.

B2.2 The Contractor shall not deliver any Equipment nor begin any work on the Premises of the Commissioner without obtaining prior Approval.

B2.3 All Equipment brought onto the Commissioner' Premises shall be at the Contractor's own risk and the Commissioner shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Commissioner's Default.

B2.4 The Contractor shall ensure that any Equipment used in the provision of the Service meet the required standards of the Provision and Use of Work Equipment Regulations 1998 and shall provide the Authorised Officer with access to all such items for the purpose of monitoring compliance with this Contract. The Contractor shall maintain all items of Equipment within the Commissioner's Premises in a safe, serviceable and clean condition.

B2.5 On completion of the Services, the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Commissioner's Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the

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Commissioner's Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor.

B3 Manner of Carrying Out the Services

B3.1 The Contractor shall nominate a Contract Manager within its organisation, holding a position or having the authority, to ensure that sufficient resources are allocated to the Contract when required and to ensure that performance is in accordance with the Contract and Good Industry Practice. The Contract Manager shall be empowered to act on behalf of the Contractor for all purposes connected with the Contract and shall be one of the designated Key Personnel.

B3.2 The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Commissioner prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

B3.3 The Contractor shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services. The Contractor shall ensure that Staff are regularly provided with training in respect of the requirements of the Services as affected by any changes in policy or practice.

B3.4 The Contractor shall employ sufficient Staff to ensure that the smooth running of the execution of the Contract is provided for at all times. Abstractions of Staff for leave, training or any other reason, whether required by the Contractor or the Commissioner, shall be covered by the Contractor at all times, and such cost shall be borne by the Contractor. Additionally, the Contractor shall provide additional

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resources to meet the Commissioner's requirements in the event of an emergency situation or in a situation where an upsurge in demand occurs.

B3.5 The Commissioner reserves the right by notice to the Contractor to modify its requirements in relation to the Service in accordance with clause F3. Unless and until such modification is agreed in writing, no such change shall be considered effective, and the Contract shall not in any way be considered to have been amended.

B3.6 The Contractor shall have an ongoing obligation throughout the Contract Period to identify new and potential improvements to the Services and any costs savings it can achieve. As part of this obligation, the Contractor shall identify and report to the Authorised Officer on a quarterly basis:

(a) the emergence of new and evolving practices which could improve the Services;

(b) new or potential improvements to the Service including the quality, responsiveness, procedures, bench marking methods, likely performance mechanism and support services in relation to the Service;

(c) changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to the Commissioner; and/or

(d) benchmarking of the Services by a review of suppliers in the market in order to achieve any costs savings.

B3.7 If the Commissioner agrees to incorporate any improvement identified by the Contractor in accordance with clause B3.6, this shall be implemented by following the procedure detailed in respect of Variations in clause F3.

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B3.8 The Contractor shall provide the Services, and perform all of its other obligations arising under or in connection with the Contract having regard to the standing and reputation of the Commissioner and/or the Chief Constable and, in particular, shall not do anything (by act or omission) that would, or would be reasonably likely:

(i) to damage the reputation of the Commissioner and/or the Chief Constable;

(ii) to bring the Commissioner and/or the Chief Constable into disrepute;

(iii) to attract adverse publicity to the Commissioner and/or the Chief Constable; and/or

(iv) to harm the confidence of the public in the Commissioner and/or the Chief Constable.

B3.9 The Contractor shall, when providing the Services, pay due regard to the need for persons in a public service environment to observe the highest standards of efficiency, economy, courtesy, consideration and hygiene.

B3.10 The Contractor shall be required to supply the Services on the same terms as specified in the Contract to any establishments and/or premises, additional to the Commissioner's Premises, upon the reasonable direction of the Commissioner during the Framework Contract Period.

B3.11 The Contractor shall comply with the Performance Criteria Schedule and Security Requirements.

B3.12 The Contractor shall comply with the Implementation Plan. Any amendments to the Implementation Plan shall follow the procedure detailed in respect of Variations in clause F3.

B3.13 Any material alteration or amendment to the Specification required as a result of any change in relevant Laws, Home Office Circular or directive or documentation

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issued by any professional body in respect of the Service and/or the NPCC, from time to time shall be deemed a Discriminatory Change in Law.

B4 Key Personnel

B4.1 The Contractor acknowledges that its Key Personnel are essential to the proper provision of the Services to the Commissioner. Key Personnel shall be notified to the Commissioner prior to the Commencement Date.

B4.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Commissioner, except by reason of long-term sickness, maternity leave, adoption leave, paternity leave or termination of employment and other extenuating circumstances.

B4.3 Any replacements to the Key Personnel shall be subject to the agreement of the Commissioner. Such replacements shall be of at least equal status and of equivalent experience and skills to the Key Personnel being replaced, and shall be suitable for the responsibilities of that person in relation to the Services.

B4.4 The Commissioner shall not unreasonably withhold its agreement under clauses B4.2 or B4.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

B5 Contractor's Staff

B5.1 The Commissioner may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Commissioner's Premises, and/or be involved in the provision of the Services:-

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(a) any member of the Staff; or

(b) any person employed or engaged by any member of the Staff,

whose admission on the Commissioner's Premises or continued presence and/or involvement in the Contract would, in the reasonable opinion of the Commissioner, be undesirable.

B5.2 At the Commissioner's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Commissioner's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Commissioner may reasonably request.

B5.3 If the Contractor fails to comply with clause B5.2 within 10 Working Days of the date of the request and in the reasonable opinion of the Commissioner such failure may be prejudicial to the interests of the Commissioner and/or Crown then the Commissioner may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Commissioner.

B5.4 The Contractor shall ensure that its Staff, engaged within the boundaries of the Commissioner's Premises, comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Commissioner's Premises.

B5.5 The Contractor acknowledges that the Commissioner shall be free to authorise the Authorised Officer to undertake a security search of any member of Staff and shall procure that its Staff fully co-operate with the Commissioner for these purposes. The Contractor shall also ensure that its Staff carry out their duties and behave

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while at any of the Commissioner's Premises or while carrying out any activities under the Contract in an orderly and appropriate manner, having regard to the nature of their duties and that they shall at all times be dressed appropriately in view of their job category, location and the activities they are to carry out.

B5.6 If and when requested by the Commissioner, the Contractor shall procure (in respect of its Staff) from each person identified by the request, a signed statement that they understand that the Official Secrets Act 1911 to 1989 applies to them both during the Contract Period and thereafter.

B5.7 The Contractor shall comply with all requirements of the Commissioner's Staff Vetting Procedures in relation to all Staff requiring admission to the Premises of the Commissioner and/or involvement in the Contract in any capacity. Without prejudice to the foregoing, the Commissioner may (in its absolute discretion) require the Contractor to ensure that any person employed in the provision of the Services has undertaken vetting in accordance with its Staff Vetting Procedures to a minimum level of Non-Police Personnel Vetting Level 2 (or such other level as agreed by the Commissioner). The Contractor shall ensure that no person who discloses that they have a Relevant Conviction or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check or through the Staff Vetting Procedure check or otherwise) shall be employed or otherwise engaged in the provision of any part of the Services without the Approval of the Commissioner. The provisions of Section 4(2) and 4(3)(b) of the Rehabilitation of Offenders Act 1974 do not apply to persons employed on police Premises.

B5.8 The Contractor shall ensure that only such of its Staff as have been authorised by the Commissioner and who have fully satisfied the tests set out in clause B5.7, B5.13 and B5.14 shall be permitted access to any of the Commissioner's Premises, information or assets or otherwise have involvement in the performance of the Contractor's obligations under the Contract.

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B5.9 The Commissioner reserves the right to charge a fee to the Contractor in respect of the vetting procedure carried out in relation to those persons nominated by the Contractor for vetting.

B5.10 Those persons authorised to carry out work in respect of the Contract may, as determined by the Commissioner in its absolute discretion, be issued with a photo pass confirming their identity. The Contractor shall ensure, at the Contractor's cost, that all relevant persons attend such location as the Commissioner shall direct for the issue of such photo pass.

B5.11 Where photo passes are required:

(a) the Contractor shall issue an authenticated photo pass to each person authorised to carry out work in respect of the Contract and required to have access to the relevant Commissioner's Premises in order to do so and shall provide a second copy of each photo pass for the retention of the Commissioner. The photo pass shall be clearly be displayed at all times;

(b) the Contractor shall retrieve and destroy photo passes from any person that ceases to be authorised to carry out work in relation to the Contract or to require access to the Premises in order to do so;

(c) photo passes will be valid for a period of 3 years or such shorter period as the Commissioner may direct and, in order that the Commissioner may be assured of the continuing suitability of Staff, the Contractor shall ensure that completed security questionnaires are also submitted in respect of such relevant Staff not less than 6 weeks before the expiry of any existing passes.

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B5.12 The Contractor shall be required to submit a completed security questionnaire for each of its Staff who require access to any Confidential Information of the Commissioner in relation to the performance of the Contractor's obligations under the Contract. The security questionnaires must be completed by the individuals concerned and submitted within 5 Working Days following receipt from the Commissioner and in any event prior to work commencing. In the cases of additional or replacement Staff being nominated by the Contractor, completed security questionnaires must be submitted within 5 Working Days following receipt from the Commissioner and in any event prior to the date on which the relevant individuals are required to commence work on the Contract.

B5.13 To ensure compliance with the requirements of this clause B5, the Contractor shall at no additional cost to the Commissioner nominate one of its employees as security controller for the purposes of the Contract and ensure that such nominated employee discharges the following responsibilities:

(a) ensuring only those Staff who require access to Confidential Information and/or Premises owned or under the responsibility of the Commissioner in relation to performance of the Contractor's obligations under the Contract are nominated for security clearance;

(b) distributing security questionnaires;

(c) gaining the consent of the person to be vetted;

(d) securing the accurate and timely completion of security questionnaires;

(e) confirming and validating of the content of the security questionnaires;

(f) promoting security awareness and ensuring Staff understand their responsibilities under the Contract;

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(g) liaising with the Commissioner's representatives;

(h) undertaking training in the role and responsibilities of security controller;

(i) securing the return and destruction of photo passes as required;

(j) carrying out such other activities as the Commissioner may from time to time direct, and

(k) ensuring that the Commissioner is notified of any change to Staff, including but not limited to, new appointments and termination of employment in respect of any person involved in the Contract.

B5.14 The Commissioner hereby reserves the right to re-vet the Staff throughout the Contract Period.

B5.15 The decision of the Commissioner as to whether any person is to be admitted to or is to be removed from its Premises or is to become involved in or is not to become involved in or is to be removed from involvement in the Contract and as to whether the Contractor has furnished the information or taken the steps required of them by this clause B5 shall be final and conclusive.

B5.16 The Commissioner shall not be required to provide any reasoning for any decisions under this clause B5.

B5.17 The Contractor shall bear the cost of any notice, instruction or decision of the Commissioner under this clause B5. The Commissioner shall under no circumstances be liable to the Contractor or its Staff in respect of any liability loss or damage occasioned by the requirement that a member of the Contractor's Staff be replaced or excluded from involvement in the Contract. The Contractor shall fully indemnify the Commissioner against any claim made by such member of Staff.

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B5.18 Staff engaged in and about the provision of the Contract shall primarily be under the control and direction of the Contractor's own supervisory staff but nevertheless, while on the Premises of the Commissioner, the Staff shall obey all reasonable instructions given to them by the Commissioner's supervisory staff in any matter in which the immediate safety of the Commissioner's staff, clients and visitors shall be involved.

B5.19 If requested to do so by the Commissioner, the Contractor shall (and shall ensure that each member of its Staff shall, whether currently employed by the Contractor or not) provide to the Commissioner all relevant information in connection with any legal inquiry, court proceedings or other proceedings in which the Commissioner and/or the Chief Constable may become involved or any relevant disciplinary hearing internal to the Commissioner and/or the Force and shall give evidence in such inquiries or proceedings or hearings, arising out of the provision of the Contract, and shall if requested to do so by the Commissioner give evidence in connection with any matter with which the Contractor and/or its Staff have been involved in in the course of their duties hereunder. Without prejudice to the foregoing, the Contractor and its Staff shall give all reasonable assistance to the Commissioner in the investigation of any complaints, Contract monitoring, disciplinary matters involving the Commissioner's staff and/or its officers, claims for damages and similar matters.

B5.20 The Contractor shall ensure that its Staff do not compromise the security of the Commissioner's Premises. The Contractor shall comply with all reasonable security requirements of the Commissioner and shall ensure that its Staff likewise comply with such requirements at such Premises. The Commissioner shall provide the Contractor upon request copies of its written security procedures and shall afford the Contractor upon request an opportunity to inspect its physical security arrangements.

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B5.21 Without prejudice to the generality of clause B5.15, the Commissioner may require the Contractor to remove any Staff from providing the Services in any of the following circumstances:

(a) the Staff member is convicted of a criminal offence (other than a road traffic offence not involving disqualification from driving);

(b) the Staff member is under investigation by or convicted of serious professional misconduct by its recognised professional body applicable to that Staff member;

(c) the Staff member makes any voluntary arrangement with his creditors or becomes bankrupt;

(d) the Staff member fails to perform any of the duties required under the Contract in a competent and diligent manner;

(e) the Staff member fails to complete any training as required by his or her professional body or under the Contract;

(f) the Commissioner (acting reasonably) is satisfied that the Staff member is guilty of serious misconduct in the performance of his duties, or that by reason of any other matter or circumstances the Staff member has shown himself not to be fitted to the post being undertaken by that member of Staff.

B5.22 The Contractor shall be, and shall ensure that each member of its Staff are at all times, properly and sufficiently qualified and instructed with regard to the execution of the Contract and in particular:

(a) The requirements of the Commissioner as detailed in the Specification, Schedules and Parts;

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(b) The task or tasks such person has to perform;

(c) All relevant provisions of the Contract;

(d) All relevant policies, rules, procedures and standards, including but not limited to those of the Commissioner, applicable to the Service;

(e) Fire risks and fire precaution in accordance with the fire policies at each of the Commissioner's Premises;

(f) All relevant rules, procedures and statutory requirements concerning health and safety at work, including the Commissioner's safety policy;

(g) The need to maintain the highest standard of courtesy, confidentiality, honesty and consideration;

(h) All relevant Laws relating to the Service;

(i) The provision of any guidance published by FFLM, UKAS, NPCC, Home Office, any governing and/or accrediting body or other appropriate body from time to time which is applicable to the Service;

(j) The Commissioner's supervisory structure and the arrangements for liaison between the Authorised Officer and the Contractor; and

(k) The requirement for confidentiality, particularly in respect of all information concerning the Commissioner, Chief Constable, Commissioner's Premises, its personnel, officers, Service Users, clients, visitors, detained persons, prisoners, witnesses, forensic information, victims, techniques, tools, kit, vehicles and the Services being provided to and by the Commissioner.

B5.23 In respect of all Staff to be engaged at any time in the provision of the Service, the Contractor shall carry out the following duties at its expense:

(a) Pre-inspection of its Staff prior so as to ensure the quality and suitability of those Staff throughout the Contract Period;

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(b) Ensuring that the levels of training of Staff are current and adequate to provide the Service and to meet the requirements of the Commissioner for the Contract Period or as otherwise agreed from time to time;

(c) Regular liaison with the Authorised Officer so as to ensure the efficiency and adequacy of the Services;

(d) Verifying the references, qualifications, driving licences, membership/registration with appropriate governing bodies and insurance in relation to its Staff throughout the Contract Period.

B5.24 The Contractor shall, and shall ensure that its Staff shall, treat all information gained, either directly or indirectly, as a result of providing the Service, as Confidential Information. The Contractor and its Staff shall co-operate with Commissioner staff that have designated security responsibilities and shall comply with their reasonable instructions given to the Contractor.

B5.25 The Contractor shall announce their arrival to the designated person at each Premises, recording entry and departure into the visitors book.

B5.26 If the Commissioner at any time after the introduction of a member of the Contractor's Staff agrees to employ or make use of that individual in any capacity, whether on a permanent, temporary or self-employed basis, or the Commissioner refers such individual to any third party who so employs or makes use of such individual, it is agreed that the Commissioner shall not be liable to pay any introduction fee or make any other payment whatsoever to the Contractor in respect of same.

B6 Inspection of Premises

B6.1 Save as the Commissioner may otherwise direct, the Contractor is deemed to have reviewed the Commissioner's Premises (including all premises where the Services

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will be provided and/or delivered) before submitting its Tender and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

B7 Property

B7.1 Where the Commissioner issues Property free of charge to the Contractor, which shall include, but not be limited to, the Commissioner's Equipment, such Property shall be and remain the property of the Commissioner and the Contractor irrevocably licences the Commissioner and its agents to enter upon any premises of the Contractor during normal business hours on reasonable notice to recover any such Property if necessary. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Commissioner. The Contractor shall take all reasonable steps to ensure that the title of the Commissioner to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, if appropriate and at the Commissioner's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Commissioner.

B7.2 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Commissioner otherwise within 5 Working Days of receipt.

B7.3 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.

B7.4 The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in

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accordance with the Commissioner's reasonable security requirements as required from time to time.

B7.5 The Contractor shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Commissioner's Default. The Contractor shall inform the Commissioner within 2 Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B8 Provision of Information

B8.1 Without prejudice to any other provision in the Contract, including those in the Monitoring Schedule, the Contractor shall provide such information in relation to the performance of its obligations under the Contract (including information in respect of progress against relevant timescales or milestones and information required by the Commissioner for the purposes of re-tendering the provision of the Service) as the Commissioner may reasonably request from time to time, such information to be provided in the format and within the timescales reasonably specified by the Commissioner.

B8.2 The Contractor shall ensure that all such information is accurate and complete and, in respect of any information required by the Commissioner for re-tendering purposes, shall notify the Commissioner without delay of any changes made to information previously provided to the Commissioner.

C PAYMENT AND CONTRACT PRICE

C1 Contract Price

C1.1 In consideration of the Contractor's performance of its obligations under the Contract, the Commissioner shall pay the Contract Price in accordance with clause C2.

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C1.2 The Commissioner shall, in addition to the Contract Price and following Receipt of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

C1.3 The Contract Price shall be as stated in the Pricing Schedule. No increase will be accepted by the Commissioner without the prior written Approval of the Commissioner.

C1.4 No payment shall be due in respect of availability alone, and payment shall only be due for Services actually performed in accordance with the provisions of the Contract to the satisfaction of the Authorised Officer.

C1.5 It is hereby agreed that no further charges (other than the Contract Price) shall be levied against the Commissioner pursuant to the Contract, and that the Contractor shall not be entitled to be reimbursed for any other costs and/or expenses howsoever incurred by the Contractor in the performance of the Contract. Where express provision is made, the Contractor shall produce such evidence as the Authorised Officer may reasonably require of expenses, which must be reasonably and properly incurred in the performance of the Contract.

C1.6 If the Commissioner is able to obtain from any Sub-Contractor or any other third party (on a like for like basis) more favourable commercial terms with respect to the supply of any goods or service used by the Contractor in the supply of the Services then the Commissioner may require the Contractor to replace its existing commercial terms with that person with the more favourable commercial terms obtained by the Commissioner in respect of the relevant item and the Contract Price shall be reduced accordingly.

C2 Payment and VAT

C2.1 Unless otherwise specified in the Pricing Schedule, the Commissioner shall pay all sums due to the Contractor within 30 days of Receipt of a valid invoice, submitted Monthly in arrears for Services provided to the full satisfaction of the Commissioner.

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C2.2 The Contractor shall ensure that each invoice contains the information set out in clause C5 and that it is supported by any other documentation reasonably required by the Commissioner to substantiate the invoice. Without prejudice to the generality of the previous sentence, the Contractor shall ensure that each invoice contains details of the appropriate purchase order issued by the Commissioner in respect of the Services in question, unless the Commissioner has confirmed in writing that such details are not required.

C2.3 Where the Contractor enters into a Sub-Contract with a supplier or Contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a Sub-Contract which requires payment to be made of all sums due by the Contractor to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

C2.4 The Contractor shall indemnify the Commissioner on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed by the Commissioner at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause C2.4 shall be paid by the Contractor to the Commissioner not less than 5 Working Days before the date upon which the tax or other liability is payable by the Commissioner.

C3 Recovery of Sums Due

C3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Commissioner in respect of any breach of the Contract), the Commissioner may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement or Contract with the Commissioner.

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C3.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C3.3 The Contractor shall make all payments due to the Commissioner without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Commissioner to the Contractor.

C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C4 Price adjustments

C4.1 The Contract Price shall be fixed for the Framework Period. Where applicable and subject to clauses C4.2 and C4.6, the Contract Price shall be reviewed where the Contract Period exceeds the Framework Period (the "Additional Call-Off Contract Period") and, the Commissioner shall enter into good faith negotiations with the Contractor to agree a variation in the Contract Price for the Additional Call-Off Contract Period where requested by the Contractor no later than 3 months prior to the commencement of an annual Additional Call-Off Contract Period.

C4.2 The Contractor shall have an ongoing obligation throughout the Contract Period to identify new and potential improvements to the Services with a view to reducing the Commissioner's costs and/or improving the quality and efficiency of the Contract. Any price increase in accordance with clause C4.1 shall only be

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considered by the Commissioner where evidence of this obligation being met is provided by the Contractor.

C4.3 The Contractor shall use all best endeavours to mitigate any proposed price increase and shall provide evidence to justify such request.

C4.4 If the Parties are unable to agree a variation in the Contract Price in accordance with clause C4.1 the Contract shall terminate at the end of the Contract Period.

C4.5 If a variation in the Contract Price is agreed by the Parties, the revised Contract Price will take effect from the first day of any Approved period of extension and shall apply during such period of extension.

C4.6 Any increase in the Contract Price pursuant to clause C4.1 shall not exceed the percentage change in the Office of National Statistics' Consumer Prices Index (CPI) (or another such index specified in the Pricing Schedule) between the 12-month period prior to the expiry of the Framework Period.

C4.7 The Parties can agree to a decrease in the Contract Price at any time during the Contract Period.

C5 Form of Invoice

C5.1 Unless otherwise agreed in writing by the Commissioner, all invoices shall include the following information in order to be considered valid under Clause C2.1:

(a) the Contract number;

(b) the purchase order number;

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(c) the Authorised Officer;

(d) the invoice number and date;

(e) a detailed description of the Services provided (including the location, date or time period of delivery of the Services and student name/identifying Force number);

(f) a detailed description of any recoverable expenses and costs;

(g) the Contractor's VAT number;

(h) the amount due exclusive of VAT, other duty or early settlement discount;

(i) the VAT rate and VAT amount;

(j) details of any other duty or early settlement discount; and

(k) the Contractor's BACS details or other method of payment.

D. STATUTORY OBLIGATIONS AND REGULATIONS

D1 Prevention of Corruption

D1.1 The Contractor warrants and undertakes that it shall at all times comply with the Bribery Act 2010.

D1.2 The Contractor shall not offer or give, or agree to give, to the Commissioner or any other public body or any person employed by or on behalf of the Commissioner or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other

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Contract with the Commissioner or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such Contract.

D1.3 The Contractor warrants that it has not paid commission or agreed to pay commission to the Commissioner or any other public body or any person employed by or on behalf of the Commissioner or any other public body in connection with the Contract.

D1.4 If the Contractor, its Staff or anyone acting on the Contractor's behalf engages in conduct prohibited by the Bribery Act 2010 or the conduct specified in clauses D1.2 or D1.3, the Commissioner may:

(a) terminate the Contract with immediate effect by notice in writing; and

(b) recover in full from the Contractor any other loss sustained by the Commissioner in consequence of any breach of those clauses.

D2 Prevention of Fraud

D2.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Contractor (including its shareholders, members and/or directors) in connection with the receipt of monies from the Commissioner.

D2.2 The Contractor shall notify the Commissioner immediately if it has reason to suspect that any Fraud in relation to any Contract with the Commissioner has occurred or is occurring or is likely to occur.

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D2.3 If the Contractor or its Staff commits Fraud in relation to this Contract or any other Contract with the Crown (including the Commissioner), the Commissioner may:

(a) terminate the Contract with immediate effect by notice in writing; or

(b) recover in full from the Contractor any other loss sustained by the Commissioner in consequence of any breach of this clause D2.3.

D3 Discrimination

D3.1 The Contractor shall not unlawfully discriminate, either directly or indirectly, or harass or victimise, instruct, cause, induce or knowingly help unlawful acts, and any other conduct that is prohibited on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, religion or belief, or age and, without prejudice to the generality of the foregoing, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Equal Pay Act 1970, the Human Rights Act 1998, or other relevant or equivalent legislation (including any equivalent legislation in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Contractor or any of its Staff or Sub-Contractors), or any statutory modification or re-enactment thereof.

D3.2 The Contractor shall take all reasonable steps to secure the observance of clause D3.1 by all Staff and Sub-Contractors.

D3.3 If the Contractor, its Staff or anyone acting on the Contractor's behalf, engages in conduct prohibited by clause D3.1 or D3.2, the Commissioner may:

(a) terminate the Contract with immediate effect by notice in writing; or

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(b) recover in full from the Contractor any other loss sustained by the Commissioner in consequence of any breach of those clauses.

D4 The Contracts (Rights of Third Parties) Act 1999

D4.1 Save where expressly permitted in clause J1.12 , a person who is not a Party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on such person, without the prior written agreement of both Parties. This clause D4 does not affect any right or remedy of any person which exists or is available, apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown or the Chief Constable.

D4.2 Where the Contract is entered into by one Participating Contracting Body as a lead Commissioner on behalf of other Participating Contracting Bodies, all Participating Contracting Bodies the subject of the Contract shall be entitled to enforce the terms of the Contract.

D5 Environmental Requirements

D5.1 The Contractor shall perform its obligations under the Contract in accordance with the Commissioner's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

D5.2 In so far as the Contractor or any of its Sub-Contractors or Staff dispose of any waste goods or other items (including electronic products) in the course of or in connection with the performance of the Contractor's obligations under the Contract, the Contractor shall ensure that those goods or other items are disposed of in an environmentally friendly manner and in accordance with all applicable

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laws and regulations, including (where applicable) the Waste Electrical and Electronic Equipment Regulations 2006.

D5.3 The Commissioner is committed to ensuring that workers employed or engaged in its supply chains throughout the world are treated fairly, humanely and equitably and to this end the Contractor shall comply, in relation to all workers employed or engaged by it directly or indirectly in connection with the supply of the Services, with the policies, procedures and requirements of the International Labour Organisation and United Nations Universal Declaration of Human Rights.

D5.4 If and when requested to do so by the Commissioner at any time, the Contractor shall provide the Commissioner with such documents and/or permit the Commissioner's authorised representatives to have such access to the Contractor's premises and personnel as the Commissioner may reasonably require for the purposes of verifying compliance on the part of the Contractor with its obligations under clauses D5.1 to D5.3.

D5.5 The Contractor shall procure that each of its Sub-Contractors (if any) comply with obligations substantially similar to those set out in clauses D5.1 to D5.4.

D6 Health and Safety

D6.1 The Contractor shall and shall ensure that all Staff and Sub-Contractors shall, when working on the Commissioner's Premises or any site in connection with the Contract, comply with all relevant health and safety legislation, codes of practice and any other appropriate standards, policies, procedures and documentations notified by the Commissioner and/or as applicable to those premises. This will include, but is not limited to, the following:

(a) Health and Safety at Work etc. Act 1974;

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(b) Management of Health and Safety at Work Regulations 1999;

(c) Workplace (Health, Safety and Welfare) Regulations 1992;

(d) Control of Substances Hazardous to Health Regulations 2002;

(e) Provision and Use of Work Equipment Regulations 1998;

(f) Personal Protective Equipment at Work Regulations 1992;

(g) Construction (Design and Management) Regulations 2015;

(h) Electricity at Work Regulations 1989;

(i) Personal Protective Equipment Regulations 2002;

(j) Work at Heights Regulations 2005;

(k) Any requirements detailed in the Specification as applicable to the Contract; and

(l) Any legislation which is equivalent to any of the legislation referred to in this clause D6.1 and which is in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Contractor or any of its Staff or Sub-Contractors.

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D6.2 The Contractor shall provide applicable hazard information, such as material safety data sheets, and shall inform the Commissioner of all regulations, guidance and significant risk (statutory or otherwise) which the Contractor knows or believes to be associated with the Services, and/or any combination of the Services with any other product or service.

D6.3 The Contractor shall indemnify the Commissioner against all liability and loss related to any third party claim which arises from the act or omission of the Contractor and/or any of its Staff or Sub-Contractors resulting in the alleged release of any waste, hazardous substance or other pollutant.

D6.4 The Contractor shall notify the Commissioner of past enforcement action taken against the Contractor and provide such details of prosecutions, fines, accident history and frequency rate as may be considered necessary by the Commissioner.

D6.5 The Contractor shall have a designated policy to manage, control and audit the health and safety standards of its Sub-Contractors and shall take appropriate action if any Sub-Contractors fail to meet required standards.

D6.6 The Commissioner shall be entitled, acting through its authorised officers and health and safety advisors, to suspend the performance by the Contractor of some or all of its obligations under the Contract in the event of non-compliance by the Contractor of its obligations under this clause D6. The Contractor shall not resume performance of the suspended obligations until notified that the Commissioner is satisfied that the relevant non-compliance has been rectified.

D6.7 The Contractor acknowledges and agrees that any breach of its obligations under this clause D6, including any persistent, minor breaches, may (at the Commissioner's discretion) have the following consequences (without limitation);

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(a) the exercise of rights on the part of the Commissioner to suspend the performance by the Contractor of some or all of its obligations under the Contract or terminate the Contract;

(b) to the extent permitted by applicable laws, the imposition of restrictions on the Contractor from working on any other Contract with the Commissioner until improvements to its health and safety practices have been made and suitable evidence of such has been provided to the Commissioner;

(c) to the extent permitted by applicable laws, the removal of the Contractor from the Commissioner's approved/select lists.

D6.8 The Contractor shall provide the Commissioner on request with a copy of its health and safety policy, risk assessments, method statements and safe systems and procedures. Notwithstanding this, the Contractor shall ensure that it's Staff and sub-Contractors comply at all times with the Commissioner's health and safety policies and safety rules or such other relevant policies as applicable to the premises in so far as it or they are relevant to the Contract.

D6.9 The Contractor shall comply with any health and safety related conditions stipulated by the Commissioner from time to time. Such conditions shall override details contained in the Contractor's internal documentation.

D6.10 The Contractor shall notify the Commissioner in writing without delay of all incidents, which either could have lead, or did lead, to injury and/or damage. All accidents involving the Contractor or its Staff must be reported by completion of an Accident Report form (in the Commissioner's standard form), which will be provided by the Commissioner and which must then be immediately forwarded to the Authorised Officer. The Authorised Officer must be advised of all occurrences at the earliest opportunity. The Commissioner reserves the right to investigate all

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accidents occurring within the Premises and the Contractor and its Staff shall co-operate fully with such investigations.

D6.11 The Contractor shall nominate a senior representative to act as co-ordinator between both parties for matters of health and safety arising out of the Contract and to be responsible for quality control and health and safety during the Service provision.

D6.12 The Contractor shall ensure that sufficiently trained and competent Staff are provided to undertake the duties defined in the Contract and shall provide evidence of competency where required by the Commissioner.

D6.13 The Contractor shall provide product specifications, technical supporting information, user instructions and maintenance information relating to any goods to be supplied to the Commissioner.

D6.14 The Contractor represents and warrants to the Commissioner that it has satisfied itself that all necessary tests and examinations have been made or will be made prior to the delivery of the Services and/or any goods to ensure that the provision of the Services and/or delivery of any goods are designed to be safe and without risk to the health and safety of persons.

D6.15 The Contractor shall undertake in relation to its own Staff, risk assessments on Premises and activities included in the Contract. Where an assessed risk may also affect other persons at the Premises, the Contractor shall provide a copy of the assessment to the Authorised Officer. The Contractor shall undertake risk assessments to ascertain whether the nature or the location of any duties upon which the Contractor's Staff shall be engaged in the provision of the Contract make the wearing of any special or protective clothing and footwear necessary or appropriate, and where this is the case the Contractor shall provide and shall require its Staff to wear such clothing or footwear, at the Contractor's sole expense.

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D6.16 The Contractor shall hold the following documents and ensure that they are accurately maintained:

(a) The Contractor's Health and Safety Policy;
(b) Evidence of the arrangements in place to cover health and safety;
(c) The Contractor's Health and Safety training programme for all Staff;
(d) Risk Assessment Programme;
(e) Risk Assessments, including but not limited to general assessments, manual handling, DSE, COSHH, First Aid, Fire;
(f) Health and safety training records for all their Staff, including:
- Risk Assessment
- Manual Handling
- DSE
- COSHH
- First Aid
- Fire Warden

(g) Evidence of communication of risks identified;
(h) Evidence of application of appropriate controls;
(i) Fire prevention and fire evacuation programme;
(j) Evidence of systems of monitoring standard of health and safety.

D6.17 Upon request by the Commissioner, the Contractor shall supply evidence of any or all documentation listed in clause D6.16.

D6.18 The Contractor shall observe the Commissioner's Non-Smoking Policy which states that there is a complete prohibition on smoking within all parts of the Commissioner's Premises and vehicles, including the entirety of the land and buildings owned by the Commissioner.

D7 Welsh Language

D7.1 The Contractor shall comply with the provisions of the Welsh Language Act 1993 and the requirements of the current Force Welsh Language Scheme (as detailed in the Call-Off Contract Award Schedule), the Welsh Language (Wales) Measure 2011, the Welsh Language Standards (No 5) Regulations 2016 and the relevant Welsh Language Standards placed on the Chief Constable and the Commissioner in the provision of the Service as amended from time to time.

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D7.2 The Contractor shall deliver the Services (in accordance with the Specification) through the medium of English or Welsh (on an equal basis) if so requested and/or as detailed in the Specification.

D8 Transparency

D8.1 The Contractor acknowledges that the Commissioner is subject to the Elected Local Policing Bodies (Specified Information) Order 2011. The Contractor gives consent to the Commissioner to publish the contents of the Official Order, information regarding any tender process, and information regarding amounts paid to the Contractor under these Terms and Conditions (the "Contract Information"). The Commissioner, in its absolute discretion, may redact all or part of the Contract Information prior to its publication. At its sole discretion, the Commissioner shall make the final decision regarding publication and/or redaction of the Contract Information.

D9 Modern Slavery Act 2015 ("MSA 2015")

D9.1 In order to provide a baseline position, the Contractor shall complete a supplier assessment questionnaire supplied or provide a completed response to an equivalent assessment such as the Modern Slavery Assessment Tool, to the satisfaction of the Authorised Officer prior to the Commencement Date for Approval. At a frequency defined by the Commissioner, the Contractor shall provide a slavery and human trafficking report throughout the Contract Period setting out the steps it has taken to

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ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business in a format agreed by the parties.

D9.2 The Contractor shall comply with the provisions of the MSA 2015 in the provision of the Services.

D9.3 In performing the Services, the Contractor shall comply with all applicable statutory obligations for the time being in force including (without limitation) those relating to health and safety and welfare, environment, modern slavery, employment rights and relations, working rights, human rights, data protection and equality.

D9.4 The Contractor undertakes, warrants and represents that:

D9.4.1 neither the Contractor nor any of its officers, employees, agents or Sub-Contractors has:

(a) committed an offence under the MSA 2015 (a "MSA Offence"); or

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the MSA 2015; or

(c) become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the MSA 2015;

D9.4.2 it shall comply with the MSA 2015 and the Modern Slavery Statement;

D9.4.3 it shall notify the Commissioner immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or

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Sub-Contractors have breached or potentially breached any of the Contractor's obligations under this clause D9. Any notice under this clauseD9.4.3 shall set out full details of the circumstances concerning the breach or potential breach of the Contractor's obligations;

D9.4.4 Any breach of clause D9 by the Contractor shall be deemed a material breach of the Contract and shall entitle the Commissioner to terminate the Contract with immediate effect.

D9.5 The Contractor shall during the Contract Period and for the period of six years thereafter maintain such records relating to the Services provided to the Commissioner under this Contract as may be necessary to trace the supply chain of such Services and to enable the Commissioner to determine the Contractor's compliance with the Modern Slavery Statement.

D9.6 The Commissioner (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of the Contractor's operations, facilities and working conditions and its quality, environmental, ethical and health and safety procedures and systems to ensure the Contractor has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required for the Contractor to perform the Services in accordance with this Contract and the Modern Slavery Statement and for that purpose shall be entitled to have access to the Contractor's premises and/or staff and to any premises and/or staff of the Contractor's Sub-Contractors or agents where the Services are being performed during normal working hours on giving reasonable notice to the Contractor. This

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shall include the right to speak directly to employees of the Contractor and subcontractor as appropriate.

D9.7 The Contractor shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the Modern Slavery Statement.

D9.8 The Contractor shall keep a record of all training offered and completed under clause D9.7 and shall make a copy of such records available to the Commissioner on request.

D10 Indemnity for Breach of Clause D Statutory Obligations and Regulations

D10.1 In performing the Contract, the Contractor and its Staff shall comply with all applicable statutory obligations for the time being in force during the Contract Period including, but without prejudice to the generality of the foregoing, those detailed in clause D1-D9 inclusive.

D10.2 The Contractor shall fully indemnify the Commissioner and the Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of clauses D1 – D9 inclusive.

E PROTECTION OF INFORMATION

E1 Data Protection Act

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E1.1 For the purposes of this Clause E1, the terms "Controller", "Data Controller", "Data Processor", "Data Protection Officer", "Data Subject", "Personal Data", "Personal Data Breach", "Process", "Processing" and "Processor" shall have the meaning prescribed under the DPA.

E1.2 The Parties acknowledge that for the purposes of the DPA, the Commissioner is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in the Data Protection Schedule by the Commissioner and may not be determined by the Contractor.

E1.3 The Contractor shall notify the Commissioner immediately if it considers that any of the Commissioner's instructions infringe the DPA.

E1.4 The Contractor shall provide all reasonable assistance to the Commissioner in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Commissioner, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

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

E1.5 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under the Contract:

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(a) process that Personal Data only in accordance with the Data Protection Schedule, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Commissioner before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures which have been reviewed and approved by the Commissioner as appropriate to protect against a Data Loss Event having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

(i) Staff do not process Personal Data except in accordance with the Contract (and in particular the Data Protection Schedule);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor's duties under this clause E1;

(B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Commissioner or as otherwise permitted by the Contract; and

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(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

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

(i) the Commissioner or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Commissioner;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Contractor complies with its obligations under the DPA by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Commissioner in meeting its obligations); and

(iv) the Contractor complies with any reasonable instructions notified to it in advance by the Commissioner with respect to the processing of the Personal Data;

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

E1.6 Subject to clause E1.7, the Contractor shall notify the Commissioner immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

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(c) receives any other request, complaint or communication relating to either Party's obligations under the DPA;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Contract;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

E1.7 The Contractor's obligation to notify under clause E1.6 shall include the provision of further information to the Commissioner in phases, as details become available.

E1.8 Taking into account the nature of the processing, the Contractor shall provide the Commissioner with full assistance in relation to either Party's obligations under DPA and any complaint, communication or request made under clause E1.6 (and insofar as possible within the timescales reasonably required by the Commissioner) including by promptly providing:

(a) the Commissioner with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Commissioner to enable the Commissioner to comply with a Data Subject Access Request within the relevant timescales set out in the DPA;

(c) the Commissioner, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) such assistance as is requested by the Commissioner following any Data Loss Event;

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(e) such assistance as is requested by the Commissioner with respect to any request from the Information Commissioner's Office, or any consultation by the Commissioner with the Information Commissioner's Office.

E1.9 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause E1. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

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

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

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

E1.10 The Contractor shall allow for audits of its Data Processing activity by the Commissioner or the Commissioner's designated auditor.

E1.11 The Contractor shall designate a data protection officer if required by the DPA.

E1.12 Before allowing any Sub-processor to process any Personal Data related to the Contract, the Contractor must:

(a) notify the Commissioner in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Commissioner;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E1 such that they apply to the Sub-processor; and

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(d) provide the Commissioner with such information regarding the Sub-processor as the Commissioner may reasonably require.

E1.13 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

E1.14 The Commissioner may, at any time on not less than 30 Working Days' notice, revise this clause E1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

E1.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Commissioner may on not less than 30 Working Days' notice to the Contractor amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

E1.16 The provision of this Clause E1 shall apply during the Contract Period and indefinitely after its expiry.

E1.17 The Contractor shall fully indemnify the Commissioner and Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E1.

E2 Official Secrets Acts 1911 to 1989, S182 of the Finance Act 1989

E2.1 The Contractor shall comply with, and shall ensure that its Staff comply with, the provisions of:

(a) the Official Secrets Acts 1911 to 1989; and

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(b) Section 182 of the Finance Act 1989.

E2.2 In the event that the Contractor or its Staff fail to comply with this clause E2, the Commissioner reserves the right to terminate the Contract by giving notice in writing to the Contractor.

E2.3 The Contractor shall fully indemnify the Commissioner and Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E2.

E3 Confidential Information

E3.1 Except to the extent set out in this clause E3 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

(a) treat all Confidential Information belonging to the other Party as confidential and use all reasonable endeavours to prevent their Staff from making any disclosure to any person of any such Confidential Information; and

(b) not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of either Party's obligations under the Contract or except where disclosure is otherwise expressly permitted by the provisions of the Contract.

E3.2 Clause E3.1 shall not apply to the extent that the disclosing party can show by reference to written records that:

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(a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations;

(b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

(c) such information was obtained from a third party without obligation of confidentiality;

(d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

(e) it is independently developed without access to the other Party's Confidential Information.

E3.3 The Contractor may only disclose the Commissioner's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information for such purposes, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E3.4 The Contractor shall not, and shall procure that its Staff do not, use any of the Commissioner's Confidential Information received otherwise than for the purposes of this Contract.

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E3.5 The Contractor shall ensure that its Staff, Sub-contractors, professional advisors and consultants are aware of and comply with the Contractor's confidentiality obligations under the Contract. Where it is considered necessary in the opinion of the Commissioner, the Contractor shall ensure its Staff, sub-Contractors' professional advisors and/or consultants give a confidentiality undertaking before beginning work in connection with the Contract on terms equivalent to those set out in the Contract. Such undertaking shall ensure that such Staff, Sub-Contractors, professional advisors and consultants are bound in every respect by the terms of this Contract.

E3.6 Nothing in this Contract shall prevent the Commissioner from disclosing any Confidential Information obtained from the Contractor:

(a) to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;

(b) to any consultant, Contractor or other person engaged by the Commissioner or any person conducting an Office of Government Commerce gateway review;

(c) for the purpose of the examination and certification of the Commissioner's accounts; or

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

E3.7 The Commissioner shall use all reasonable endeavours to ensure that any Crown Body, Contracting Authority, employee, third party or Sub-Contractor to whom the

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Contractor's Confidential Information is disclosed pursuant to clause E3.6 is made aware of the Commissioner's obligations of confidentiality.

E3.8 Nothing in this clause E3 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

E3.9 In the event that the Contractor fails to comply with clauses E3.1 to E3.5, the Commissioner reserves the right to terminate the Contract with immediate effect by notice in writing.

E3.10 Clauses E3.1 to E3.6 are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

E3.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services under the Contract, the Contractor undertakes to maintain adequate security arrangements that meet the requirements of professional standards, best practice and any requirements specified by the Commissioner.

E3.12 The Contractor shall immediately notify the Commissioner of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services under the Contract and will keep a record of such breaches. The Contractor shall use its best endeavours to recover such Confidential Information or data howsoever it may be recorded. This obligation is in addition to the Contractor’s obligations under clauses E3.1 to E3.5. The Contractor shall co-operate with the Commissioner in any investigation that the Commissioner considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

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E3.13 The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the Commissioner's request if the Commissioner reasonably believes the Contractor has failed to comply with clause E3.11.

E3.14 The Contractor shall, if directed by the Commissioner, include in any Sub-Contract provisions in such terms as the Commissioner may consider appropriate for placing the Sub-Contractor under obligations in relation to confidentiality and security corresponding to those placed on the Contractor by the Contract, but with such variations (if any) as the Commissioner may consider necessary. Further the Contractor shall:

(a) Give such notices, directions, requirements and decision to its Sub-Contractors as may be necessary to bring the provisions relating to confidentiality and security which are included in Sub-Contracts into operation in such cases and to such extent as the Commissioner may direct;

(b) If there comes to its notice any breach by any Sub-Contractor of the obligations of confidentiality and security included in their Sub-Contracts pursuant to this clause E3.14, notify such breach to the Commissioner forthwith; and

(c) If and when so required by the Commissioner, exercise its power to determine the Sub-Contract.

E3.15 The Commissioner is committed to protecting all information in compliance with NPCC's Community Security Policy. The Contractor shall abide by any terms and conditions to ensure continued protection of any information which the Contractor, or its Staff shall have access to under the Contract.

E3.16 The Contractor shall fully indemnify the Commissioner and Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other

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costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E3.

E4 Freedom of Information

E4.1 The Contractor acknowledges that the Commissioner is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Commissioner to enable the Commissioner to comply with its Information disclosure obligations.

E4.2 The Contractor shall, and shall procure that any Sub-Contractors shall:

(a) transfer to the Commissioner all Requests for Information (**"RFI"**) that it receives as soon as practicable and in any event within 2 Working Days of receiving a RFI;

(b) provide the Commissioner with a copy of all information (at no cost to the Commissioner) the subject of a RFI in its possession, or power in the form that the Commissioner requires within 5 Working Days (or such other period as the Commissioner may specify) of the Commissioner's request;

(c) provide all necessary assistance as reasonably requested by the Commissioner to enable the Commissioner to respond to the RFI within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations; and

(d) provide all reasonable assistance (at no cost) to the Commissioner in the event of a RFI which leads to Information Tribunal Proceedings, such assistance to include (but not be limited to) providing statements,

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documentation and suitable witness attendance in respect of such proceedings.

E4.3 The Commissioner shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement, whether the Commercially Sensitive Information and/or any other Information, is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

E4.4 In no event shall the Contractor respond directly to a RFI unless expressly authorised to do so by the Commissioner.

E4.5 The Contractor acknowledges that (notwithstanding the provisions of clause E4) the Commissioner may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (**"the Code"**), be obliged under the FOIA, or the Environmental Information Regulations, to disclose information concerning the Contractor or the Services in certain circumstances:

(a) without consulting the Contractor; or

(b) following consultation with the Contractor and having taken their views into account;

provided always that where clause E4.5(a) applies, the Commissioner shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

E4.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Commissioner to inspect such records as requested from time to time.

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E4.7 The Contractor acknowledges that the Commercially Sensitive Information listed in the Commercially Sensitive Information Schedule is of indicative value only and that the Commissioner may be obliged to disclose it in accordance with this clause E4.

E4.8 The Contractor shall fully indemnify the Commissioner and Chief Constable against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E4.

E5 Publicity, Media and Official Enquiries

E5.1 The Contractor shall not make any press announcement or publicise the Contract or any part thereof in any way, except with the Approval of the Commissioner.

E5.2 The Contractor shall take all reasonable steps to ensure the protection of sensitive information (personal or otherwise), details of police investigations, other investigations undertaken at premises utilised for the purpose of the Contract, the Service User, identities and/or details of detained persons or other persons in the criminal justice system and matters of fact or speculation that may be sub-judice. The Contractor shall ensure that Staff are aware that inappropriate posting of sensitive information to social media sites (e.g. Instagram, TikTok, Snapchat, Facebook, Twitter etc.) could amount to publication and render a member of Staff subject to legal proceedings and/or misconduct proceedings.

E5.3 The Contractor shall take all reasonable steps to ensure that its Staff and Sub-Contractors comply with clause E5.1.

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E6 Security

E6.1 The Commissioner shall maintain the security of its Premises in accordance with its own security requirements from time to time. The Contractor shall comply, and shall ensure that its Staff comply, with all applicable security requirements of the Commissioner in respect of the Premises owned or under the responsibility of the Commissioner and/or in respect of any Confidential Information of the Commissioner (including documents containing confidential and/or secret information) of which the Staff become aware of either advertently or inadvertently and/or which is in the possession and/or control of the Contractor or any of its Staff from time to time.

E6.2 The Commissioner shall provide to the Contractor, upon request, copies of its written security procedures and may afford the Contractor, upon reasonable request, with an opportunity to inspect its physical security arrangements.

E7 Intellectual Property Rights

E7.1 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and/or Goods and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Commissioner and/or the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and all other liabilities which the Commissioner or the Crown may suffer or incur as a result of or in connection with any breach of this clause E7.

E7.2 The Contractor shall fully indemnify the Commissioner (and the Chief Constable) against any actions, claims, loss, proceedings, demands, damages, charges or other costs (including legal costs and disbursements on a solicitor own client basis) arising from any breach of any provision of this clause E7.

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E8 Audit

E8.1 The Contractor shall keep and maintain, until six years after the Contract has been completed to the satisfaction of the Commissioner or otherwise terminated, records of all Services supplied under the Contract, all expenditures which are reimbursable by the Commissioner and of the hours worked and costs incurred by the Contractor or the Contractor's Staff in connection with the Contract. The Contractor shall, on request, afford the Commissioner or its representatives such access to those records as may be required by the Commissioner in connection with the Contract.

E8.2 The Contractor shall, if so required by the Commissioner, permit representatives of the Welsh Government for Wales or the National Audit Office to examine their records at all reasonable times and shall, if required by such an organisation, provide appropriate oral and/or written explanation thereof.

E8.3 The Contractor shall grant to the Commissioner, NPCC , any statutory auditors of the Commissioner, together with other similar professional advisors of the Commissioner and their respective authorised agents the right of reasonable access to such records and/or materials used in connection with this Contract, and shall provide all reasonable assistance at all times during the currency of this Contract for the purposes of carrying out an audit of the Contractor's compliance with this Contract, including its activities, the calculation of charges in accordance with the terms of the Contract, performance security and integrity in connection therewith.

E8.4 Without prejudice to the foregoing, in the event of any investigation into suspected fraudulent activity or other impropriety by the Contractor or any third party, the Commissioner reserves for itself, any statutory auditors of the Commissioner and their respective authorised agents the right of immediate access to such records and/or materials described in clauses E8.1 and E8.3 above, and the Contractor agrees to render all assistance necessary to the conduct of such investigation at all times during the currency of the Contract or at any time thereafter. For the

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avoidance of doubt, the Contractor shall only be repaid its reasonable expenses incurred in giving assistance pursuant to this clause E8.4 in the event that the result of such investigation reveals no fraudulent activity or other impropriety by the Contractor, its servants, agents or Sub-Contractors.

F. CONTROL OF THE CONTRACT

F1 Transfer and Sub-Contracting

F1.1 The Contractor shall not assign, Sub-Contract or in any other way dispose of the Contract or any part of it without Approval of the Commissioner.

F1.2 Where during the Contract Period the Contractor requests to enter into a Sub-Contract or replace a Sub-Contractor, it must obtain Approval and shall at the time of requesting such consent, provide the Authorised Officer with the information detailed in clause F1.3. The decision of the Authorised Officer to consent or not will not be unreasonably withheld or delayed. The Commissioner may reasonably withhold their consent to the appointment of a Sub-Contractor if it considers that:

(a) the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;

(b) the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other Commissioners; and/or

(c) the proposed Key Sub-Contractor employs unfit persons in the reasonable opinion of the Commissioner.

F1.3 The Contractor shall provide the Authorised Officer with the following information in respect of the proposed Sub-Contractor:

(a) the proposed Sub-Contractor's name, address, registered office and company registration number];

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(b) the scope/description of any Services to be provided by the proposed Sub-Contractor;

(c) any other detail as requested by the Commissioner.

F1.4 If requested by the Authorised Officer, within ten (10) Working Days of receipt of the information provided by the Contractor pursuant to clause F1.3, the Contractor shall also provide:

(a) a copy of the proposed Sub-Contract; and

(b) any further information reasonably requested by the Authorised Officer;

F1.5 The Contractor shall ensure that each new or replacement Sub-Contract shall include:

(a) provisions which will enable the Contractor to discharge its obligations under the Contract;

(b) a right under the Contracts (Rights of Third Parties) Act 1999 for the Commissioner to enforce any provisions under the Sub-Contract which confer a benefit upon the Commissioner;

(c) a provision enabling the Commissioner to enforce the Sub-Contract as if it were the Contractor;

(d) a provision enabling the Contractor to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-Contract to the Commissioner;

(e) obligations no less onerous on the Sub-Contractor than those imposed on the Contractor under the Contract in respect of:

i. the modern slavery provisions in clause D9;

ii. the data protection requirements set out in clause E1;

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iii. the FOIA requirements set out in clause E4;

iv. the obligation not to embarrass the Commissioner or otherwise bring the Commissioner into disrepute set out in clauses B3.9 and/or E5;

v. the keeping of records in respect of the goods and/or services being provided under the Sub-Contract and the conduct of audits set out in clause E8;

vi. provisions enabling the Contractor to terminate the Sub-Contract on notice on terms no more onerous on the Contractor than those imposed on the Commissioner under clauses H1, H2 and H4 of the Contract; and

vii. a provision restricting the ability of the Sub-Contractor to Sub-Contract all or any part of the provision of the goods and/or Services provided to the Contractor under the Sub-Contract without first seeking the Approval of the Commissioner.

F1.6 The Contractor shall ensure that all Sub-Contracts contain a provision:

(a) requiring the Contractor to pay any undisputed sums which are due from the Contractor to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice; and

(b) a right for the Commissioner to publish the Contractor's compliance with its obligation to pay undisputed invoices within the specified payment period.

F1.7 The Contractor shall pay any undisputed sums which are due from the Contractor to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice.

F1.8 Notwithstanding any provision of clause E3, if the Contractor notifies the Commissioner that the Contractor has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Commissioner otherwise discovers the same, the Commissioner shall be entitled to publish the details of the late payment or non-payment (including on the Commissioner's website and in the press).

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F1.9 The Commissioner reserves the right to require the Contractor to terminate a Sub-Contract where:

(a) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Commissioner's right of termination pursuant to any of the termination events in clause H1 and H2 except clause H3;

(b) the relevant Sub-Contractor embarrassed the Commissioner and/or the Chief Constable or otherwise brought the Commissioner and/or the Chief Constable into disrepute as set out in Clause B3.14 and/or E5 or by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Commissioner and/or the Chief Constable, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the goods and/or Services or otherwise;

(c) where there is a change of control of the relevant Sub-contractor, unless:

(i) the Commissioner has given its Approval to the particular change of control, which subsequently takes place as proposed; or

(ii) the Commissioner has not served its notice of objection within six (6) months of the later of the date the change of control took place or the date on which the Commissioner was given notice of the change of control.

F1.10 Where the Commissioner requires the Contractor to terminate a Sub-Contract pursuant to clause F1.9 above, the Contractor shall remain responsible for fulfilling all its obligations under the Contract including the provision of the goods and/or Services.

F1.11 If the Commissioner is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Contractor in the supply of the goods and/or Services, then the Commissioner may:

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(a) require the Contractor to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Commissioner in respect of the relevant item; or

(b) subject to clause F1.9, enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.

F1.12 If the Commissioner exercises either option pursuant to clause F1.11, then the Contract Price shall be reduced by an amount that is agreed in accordance with Clause C4.5.

F1.13 The Commissioner's right to enter into a direct agreement for the supply of the relevant items is subject to:

(a) the Commissioner making the relevant item available to the Contractor where this is necessary for the Contractor to provide the Services; and

(b) any reduction in the Contract Price taking into account any unavoidable costs payable by the Contractor in respect of the substituted item, including in respect of any licence fees or early termination charges.

F1.14 Notwithstanding the Contractor's right to sub-contract pursuant to this clause F1, the Contractor shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

F1.15 Without prejudice to the foregoing, in the event that the Contractor wishes to assign (with the Approval of the Commissioner) to a third party ("**the Assignee**") the right to receive payment of the Contract Price or any part thereof due to the Contractor under this Contract, any assignment under this clause F1.15 shall be subject to:

(a) reduction of any sums in respect of which the Commissioner exercises it right of recovery under clause C3;

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(b) all related rights of the Commissioner under the Contract in relation to the recovery of sums due but unpaid; and

(c) the Commissioner receiving notification under both clauses F1.16 and F1.17.

F1.16 In the event that the Contractor assigns the right to receive the Contract Price under clause F1.15, the Contractor or the Assignee shall notify the Commissioner in writing of the assignment and the date upon which the assignment becomes effective.

F1.17 The Contractor shall ensure that the Assignee notifies the Commissioner of the Assignee's contact information and bank account details to which the Commissioner is to make payment.

F1.18 The provisions of clause C2 shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Commissioner.

F1.19 Subject to clause F1.21, the Commissioner may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

(a) any Contracting Authority; or

(b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Commissioner (including, without limitation, any body established pursuant to the provisions of the Police Reform and Social Responsibility Act 2011); or

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(c) any private sector body which substantially performs the functions of the Commissioner,

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

F1.20 Any change in the legal status of the Commissioner such that it ceases to be a Contracting Authority shall not, subject to clause F1.19, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Commissioner.

F1.21 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F1.19 to a body which is not a Contracting Authority or if there is a change in the legal status of the Commissioner such that it ceases to be a Contracting Authority (unless such change is pursuant to the provisions of the Police Reform and Social Responsibility Act 2011) (in the remainder of this clause both such bodies being referred to as the **"Transferee"**):

(a) the rights of termination of the Commissioner in clauses H1 shall be available to the Contractor in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and

(b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor (such consent not to be unreasonably withheld or delayed).

F1.22 The Commissioner may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations

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under the Contract. In such circumstances the Commissioner shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F1.23 Each Party shall, at its own cost and expense, carry out or use all reasonable endeavours to ensure the carrying out of whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

F2 Waiver

F2.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or cause any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

F2.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A5.

F2.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

F3 Variation

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F3.1 Subject to the provisions of this clause F3, the Commissioner may request a variation to the Specification and/or the Contract (such a change is hereinafter called a "Variation").

F3.2 The Commissioner may request a Variation by notifying the Contractor in writing of the Variation and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation. The Commissioner shall specify a time limit within which the Contractor shall respond to the request for a Variation. Such time limits shall be reasonable having regard to the nature of the Variation (the "Response"). Such time limits shall be reasonable having regard to the nature of the Variation. If the Contractor accepts the Variation, it shall confirm the same in writing and the Variation shall be recorded using the form contained in the Change Control Schedule.

F3.3 The Contractor shall submit a transparent Response to the proposed Variation and ensure that any necessary services and/or works are procured competitively in order to ensure best value for money. The Contractor shall satisfy the Commissioner as to the extra costs or savings resulting from the Variation.

F3.4 The Commissioner shall decide, in its sole discretion, whether to proceed with the Variation following receipt of the Contractor's Response. If the Variation pursuant to this clause F3 involves an increase or decrease in the cost to the Contractor pursuant to the Contract, appropriate adjustments may be made to the Contract Price with the Approval of the Commissioner. The Variation shall take effect when the Response has been Approved.

F3.5 In the event of any Discriminatory Change in Law, the Parties shall agree a Variation. No adjustment shall be made to the Contract Price for any Discriminatory Change in Law.

F3.6 The Contract shall not be varied or amended unless such variation or amendment is Approved by the Commissioner. Until such time the Contractor shall continue to supply the Service in accordance with the terms of the Contract.

F3.4 No variation of the Contract shall be valid unless effected in accordance with clause F3.2 (in respect of Variations) or otherwise expressly agreed in writing by the Commissioner and communicated to the other Party in writing in accordance with clause A5.

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F4 Severability

F4.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F5 Remedies in the event of inadequate performance

F5.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been performed or work has been provided or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Contract, then the Commissioner shall notify the Contractor and, where considered appropriate by the Commissioner, investigate the complaint. The Commissioner may, in its sole discretion, uphold the complaint and take further action in accordance with clause H2 of the Contract.

F5.2 In the event that the Commissioner is of the reasonable opinion that there has been a material breach of the Contract by the Contractor, then the Commissioner may, without prejudice to its rights under clause H2, do any of the following:

(a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Commissioner that the Contractor will once more be able to supply all or such part of the Services in accordance with the Contract and in such circumstances the Commissioner shall have no liability to pay the Contract Price in respect of those Services which the Commissioner has itself supplied or procured;

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(b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or

(c) terminate, in accordance with clause H2, the whole of the Contract.

F5.3 Without prejudice to its rights under clause C3, the Commissioner may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Commissioner or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the Commissioner uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

F5.4 If the Contractor fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Commissioner shall instruct the Contractor to remedy the failure and the Contractor shall, at its own cost and expense, remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Commissioner may direct.

F5.5 In the event that:

(a) the Contractor fails to comply with clause F5.4 above and the failure is materially adverse to the interests of the Commissioner or prevents the Commissioner from discharging a statutory duty; or

(b) the Contractor persistently fails to comply with clause F5.4 above,

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the Commissioner may terminate the Contract with immediate effect by notice in writing.

F6 Remedies Cumulative

F6.1 Except as otherwise expressly provided by the Contract, all rights and remedies available to either Party for breach of the Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of (and shall be without prejudice to the availability of) any other right or remedy.

F7 Monitoring of Contract Performance

F7.1 The Contractor shall comply with the monitoring arrangements set out in the Specification including, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.

F7.2 The Contractor shall comply with the inspection and information requirements relating directly or indirectly to the contracted Services, including but not limited to, those of UKAS, FSR, HM Inspections, Health Inspectorate Wales, Prison and Probation Ombudsman, Serious Case Reviews, Inquiries into Substance Misuse Related Deaths, Care Inspectorate Wales (CIW)) and Office for Standards in Education, Children's Services and Skills (OFSTED).

F8 Extension of Contract Period

F8.1 Subject to clause C4, the Commissioner may in its sole discretion extend the Contract for further period(s) as detailed in the Call-Off Contract Award Schedule

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up to the maximum allowed by the Contract or as limited by Law. The provisions of the Contract shall apply (subject to any Variation or adjustment to the Contract Price pursuant to clause C4) throughout any such extended period.

F9 Entire Agreement

F9.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and any conditions of the Contractor that diverge from the Contract. The Contractor acknowledges and agrees that it has not been induced to enter into the Contract in reliance upon (and in connection with the Contract does not have any remedy and waives all rights in respect of) any warranty, representation, statement, agreement or undertaking of any nature whatsoever, whether written or oral, other than as expressly set out in the Contract, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

F9.2 In the event of, and only to the extent of, any conflict or inconsistency between the clauses of the Contract, the Schedules and/or any document referred to in or attached to the Contract, Schedules, and/or any document, the conflict shall be resolved in accordance with the following order of precedence:

(a) the clauses of the Call-Off Contract;

(b) the Specification Schedule

(c) the Framework Contract;

(d) the remaining Parts and Schedules; and

(e) any other document referred to in or attached to the Contract.

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F9.3 No terms or conditions put forward at any time by the Contractor shall form any part of the Contract.

F10 Counterparts

F10.1 This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute one and the same instrument.

G LIABILITIES

G1 Liability, Indemnity and Insurance

G1.1 Neither Party excludes or limits liability to the other Party for or in respect of:

(a) death or personal injury caused by its negligence; or

(b) Fraud; or

(c) fraudulent misrepresentation; or

(d) any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or

(e) any liability arising under any indemnity provision in the Contract, save as expressly provided for in the Contract.

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G1.2 Subject to clauses G1.5 and G1.6, the Contractor shall indemnify the Commissioner and keep the Commissioner indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor.

G1.3 Subject to clause G1.1 above, the Contractor's liability to the Commissioner for all losses due to a Default under or in connection with the Contract shall be limited, in aggregate, to the sum of £5 million or three times the Contract Price, whichever is the greater.

G1.4 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Commissioner or by breach by the Commissioner of its obligations under the Contract.

G1.5 Without prejudice to the Contractor's liability pursuant to clause G1.1, the Contractor shall effect and maintain for the Contract Period with a reputable insurance company or companies acceptable to the Commissioner a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings on the part of the Contractor contained in the Contract and against all actions, claims, demands, costs and expenses in respect thereof, in the sum of £5,000,000 at least in respect of any one incident and unlimited in total unless otherwise agreed by the Commissioner in writing.

G1.6 The Contractor shall have in force (and shall ensure that any Sub-Contractor has in force), with a reputable insurance company or companies acceptable to the

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Commissioner, insurances in the following amounts unless otherwise specified by the Commissioner in the Call-Off Contract Award Schedule:

(a) employers liability insurance in accordance with any legal requirements for the time being in force, in the sum of not less than £10,000,000; and

(b) public liability insurance in the sum of not less than £5,000,000 for any one incident and unlimited in total, unless otherwise agreed by the Commissioner in writing; and

(c) professional indemnity insurance in the sum of not less than £2,000,000 for any one incident and unlimited in total, unless otherwise agreed by the Commissioner in writing;

and such insurance shall be maintained for the Contract Period.

G1.7 Save as otherwise provided in the Contract and subject always to clause G1.1, in no event shall either Party be liable to the other for:

(a) loss of contract, profits, business, revenue, harm to reputation or goodwill;

(b) loss of commercial opportunity;

(c) wasted expenditure;

(d) loss of savings, discount or rebate (whether anticipated or otherwise); and/or

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(e) indirect or consequential loss or damage.

G1.8 The Contractor shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from any Default on the part of the Contractor and/or its Staff (including any Sub-Contractors).

G1.9 The Contractor shall give the Commissioner, on request, copies of all insurance policies referred to in this clause G1 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies. Inspection and/or receipt of such information shall not constitute acceptance by the Commissioner of the terms thereof, nor be a waiver of the Contractor's liability under the Contract.

G1.10 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract, the Commissioner shall be entitled to make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor on written demand, together with any expenses incurred in procuring such insurance.

G1.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities or obligations under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause G1.2.

G1.12 In the event that the Commissioner receives a claim relating to the Services or the Contract, the Contractor shall fully co-operate with the Commissioner or its insurers and shall assist them in dealing with such claims (including, without limitation, providing information and documentation in a timely manner and at the Contractor's sole expense).

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G2 Warranties and Representations

G2.1 The Contractor warrants and represents that:

(a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;

(b) in entering the Contract it has not committed any Fraud;

(c) as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Commissioner prior to execution of the Contract;

(d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

(e) it is not subject to any Contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;

(f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;

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(g) it owns or has obtained valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

(h) the Services or any part thereof and/or the Commissioner's use and/or possession of all and/or any of the goods provided as part of the Services will not infringe the Intellectual Property Rights of any third party;

(i) the Services shall be supplied and rendered by appropriately experienced, qualified and trained Staff with all due skill, care and diligence and in accordance with the requirements of the Specification, Good Industry Practice and the Quality Standards;

(j) all components of any goods provided under the Contract shall be free from defects in design, materials or workmanship;

(k) all materials supplied by the Contractor shall be of satisfactory quality, fit for all purposes for which all and any such materials are supplied and shall correspond to any description or sample provided by the Contractor to the Commissioner;

(l) any training and/or documentation provided shall contain all information necessary to enable the Commissioner to make full and proper use of the Services and/or any goods provided under the Contract;

(m) in the 3 years prior to the date of the Contract:

(i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

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(ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

(iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

(n) it has obtained all necessary and valid licences, accreditation, registration, authorisation and/or permits necessary for the performance of its obligations under the Contract.

G2.2 Each of the warranties set out in this clause G2 shall be construed as a separate warranty and/or condition and shall not be limited by reference to any other warranty and/or condition.

H DEFAULT, DISRUPTION AND TERMINATION

H1 Termination on insolvency and change of control

H1.1 The Commissioner may terminate the Contract with immediate effect by notice in writing where the Contractor is a company (howsoever constituted) and in respect of the Contractor:

(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

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(b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed or any other step is taken with a view to it being determined that it would be wound-up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

(c) a petition is presented for its winding up (which is not dismissed within 10 Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or

(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

(f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

(g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

(h) any event similar to those listed in clauses H1.1(a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Commissioner may terminate the Contract with immediate effect by notice in writing where the Contractor is an individual and:

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(a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors; or

(b) a petition is presented and not dismissed within 10 Working Days or order made for the Contractor's bankruptcy; or

(c) a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or

(d) the Contractor is unable to pay their debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or

(e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 10 Working Days; or

(f) they die or is adjudged incapable of managing their affairs within the meaning of Part VII of the Mental Capacity Act 2005; or

(g) they suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of their business.

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H1.3 The Commissioner may terminate the Contract with immediate effect by notice in writing where the Contractor is a partnership and in respect of the Contractor:

(a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

(b) it is for any reason dissolved; or

(c) a petition is presented for its winding up or for the making of any administration order or an application is made for the appointment of a provisional liquidator; or

(d) a receiver or similar officer is appointed over the whole or any part of its assets; or

(e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or

(f) any of the following occurs in relation to any of its partners:-

(i) an application for an interim order is made pursuant to section 252-253 of the Insolvency Act 1986 or a proposal is made for any composition, scheme or arrangement with, or assignment for the benefit of, his creditors;

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(ii) a petition is presented for his bankruptcy;

(iii) a receiver or similar officer is appointed over the whole or any part of his assets.

H1.4 The Contractor shall notify the Commissioner immediately if the Contractor undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 (**"change of control"**). The Commissioner may terminate the Contract by notice in writing with immediate effect within 6 months of:

(a) being notified that a change of control has occurred; or

(b) where no notification has been made, the date that the Commissioner becomes aware of the change of control,

but shall not be permitted to terminate where an Approval was granted prior to the change of control.

H2 Termination on Default

H2.1 The Commissioner may terminate the Contract by written notice to the Contractor with immediate effect if the Contractor commits a Default and if:

(a) the Contractor has not remedied the Default to the satisfaction of the Commissioner within 10 Working Days, or such other period as may be specified by the Commissioner, after issue of a written notice specifying the Default and requesting it to be remedied; or

(b) the Default is not, in the opinion of the Commissioner, capable of

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Remedy, or

(c) the Default is a material breach of the Contract, or

(d) the Default relates to a failure to meet and/or rectify performance in respect of particular delivery timescales, service levels or key performance indicators and the failure in question is of a severity that permits the Commissioner by reference to other provisions in the Contract (whether in a Schedule or otherwise) to terminate the Contract.

H2.2 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Commissioner in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H3 Rights to Termination

Commissioner Termination Rights

H3.1 The Commissioner shall have the right to terminate the Contract at any time by giving 9 (nine) months' written notice to the Contractor or such other period of notice as agreed in writing by the Parties without any termination costs becoming payable to the Contractor.

H3.2 The Commissioner shall have the right to terminate the Contract at any time with immediate effect on giving notice to the Contractor if there is a risk, or the

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Commissioner reasonably considers that there is a risk, of the Commissioner's reputation being damaged if the Contract was to continue in force.

H3.3 The Commissioner may, at its sole discretion, terminate the Contract, or any part thereof, with immediate effect in the event of any of the grounds contained within Regulation 73 of the Public Contracts Regulation 2015 occurring.

H3.4 The Commissioner may terminate the Contract upon such reasonable notice where a Discriminatory Change in Law requires the Commissioner to have alternative service provisions and/or removes the requirement for the Commissioner to provide the Service.

H3.5 The decision of the Commissioner to terminate the Contract under this clause H3 is at its reasonable, sole discretion and it is not required to provide any reasoning for such decision.

Contractor Termination Rights

H3.6 The Contractor shall have the right to terminate the Contract at any time by giving 9 months' written notice to the Commissioner or such other period of notice as agreed in writing by the Parties.

H3.7 If the Commissioner fails to pay the Contractor undisputed sums of money when due in accordance with clause C2 and the Pricing Schedule, then the Contractor shall notify the Commissioner in writing of such failure to pay. If the Commissioner fails to pay such undisputed sums within 60 Working Days of the date of such written notice, the Contractor may terminate the Contract in writing with immediate effect.

H4 Consequences of Expiry or Termination

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H4.1 Where the Commissioner terminates the Contract under clauses A7.2, B5.3, D1.4, D2.3, D3.3, D6.7, D9.4.4, E2.2, E3.9, F5.2, F5.5, H1, H2.1, H3.2, H3.3, H5.4 and/or paragraph 1.15 of the Performance Criteria Schedule and then makes other arrangements for the supply of Services, the Commissioner may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Commissioner throughout the remainder of the Contract Period. The Commissioner shall take all reasonable steps to mitigate such additional expenditure.

H4.2 Where the Contract is terminated under any of the clauses referred to in clause H4.1, no further payments shall be payable by the Commissioner to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract, but where the payment has yet to be made by the Commissioner), until the Commissioner has established the final cost of making the other arrangements envisaged under this clause H4. The Contractor shall also return to the Commissioner any sums pre-paid in respect of Services not provided by the date of termination (or expiry).

H4.3 Save as otherwise expressly provided in the Contract:

(a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

(b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Commissioner or the Contractor under paragraph 14 of the Specification, clauses B5.19, C2, C3, D1, D2, D3.3, D4.1, D6.3, D10, E1, E2, E3, E4, E5, E6, E7, E8, F6, G1, H4, H6, I1, I2 and J1.13, together with any other provision of the Contract which expressly or by implication is intended to survive termination.

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H4.4 The Contractor undertakes to offer all reasonable assistance to the Commissioner and to any third party engaged by the Commissioner to provide such services following termination of the Contract, howsoever arising. The Contractor shall use its best endeavours to ensure continuity in the Services provided to the Commissioner.

H4.5 The Contractor shall prepare the Exit Strategy for the Approval of the Authorised Officer and shall comply with the Exit Strategy upon termination of the Contract howsoever arising.

H5 Disruption

H5.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Commissioner, its employees or any other Contractor employed by the Commissioner.

H5.2 The Contractor shall immediately inform the Commissioner of any actual or potential industrial action, whether such action be by their own Staff or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

H5.3 In the event of industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.

H5.4 If the Contractor's proposals referred to in clause H5.3 are considered insufficient or unacceptable by the Commissioner (acting reasonably), then the Contract may be terminated with immediate effect by the Commissioner by notice in writing.

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H6 Recovery upon Termination

H6.1 On the termination of the Contract for any reason, the Contractor shall:

(a) immediately return to the Commissioner all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which were obtained or produced in the course of providing the Services;

(b) immediately deliver to the Commissioner all Property (including materials, documents, information and access keys) provided to the Contractor under clause B7 or otherwise provided in connection with the Contract. Such property shall be handed back in good working order (allowance shall be made for fair wear and tear);

(c) assist and co-operate with the Commissioner to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress;

(d) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Commissioner for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Commissioner or the Replacement Contractor to conduct due diligence.

H6.2 If the Contractor fails to comply with clause H6.1 (a) and (b), the Commissioner may recover possession thereof and the Contractor grants a licence to the Commissioner and/or its appointed agents to enter (for the purposes of such

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recovery) any premises of the Contractor or its permitted suppliers or Sub-Contractors where any such items may be held.

H6.3 Where the end of the Contract Period arises due to the Contractor's Default, the Contractor shall provide all assistance under clause H6.1(c) and (d) free of charge. Otherwise, the Commissioner shall pay the Contractor's reasonable costs of providing such assistance where requested by the Commissioner and the Contractor shall take all reasonable steps to mitigate such costs.

H7 Force Majeure

H7.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 3 months', either Party may terminate the Contract with immediate effect by notice in writing.

H7.2 Any failure or delay by the Contractor in performing its obligations under the Contract which results from any failure or delay by an agent, Sub-Contractor or supplier of the Contractor shall be regarded as due to Force Majeure only if that agent, Sub-Contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

H7.3 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause H7.1, it shall immediately notify the other by the most expeditious method then available, inform the other of the period for which it is estimated that such failure or delay

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shall continue and shall use its best endeavours, acting in accordance with Good Industry Practice, to resume performance of its obligations as quickly as possible to minimise the duration and impact of any such failure or delay.

H7.4 The Commissioner shall not be required to pay the Contractor in respect of any period during which (and to the extent that) the Contractor is prevented or delayed in performing its obligations due to Force Majeure. In these circumstances, the Contract Price shall be adjusted and any necessary refund or credit effected in accordance with the Commissioner's reasonable instructions.

H8 Ineffectiveness

H8.1 If at any time a "declaration of ineffectiveness" is made by a court in respect of the Contract pursuant to regulation 98(2)(a) of the Public Contracts Regulations 2015 then:

(a) the provisions of clause H6 and any other provisions in the Contract which are intended to apply on or after the date on which the Contract is terminated for any reason shall apply as if on the date on which the relevant declaration of ineffectiveness is to take effect (and as a result the Contract is to come to an end);

(b) the Commissioner shall not be required or liable (on whatever grounds) to pay any compensation or restitution to the Contractor in respect of any loss, damage, costs, expenses or other liabilities suffered or incurred by the Contractor as a result of or in connection with the relevant declaration of ineffectiveness being made, including any loss of revenue or profit that the Contractor might otherwise have generated under the Contract during the Contract Period.

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H8.2 If at any time an order is made by a court, pursuant to regulation 102(3)(a) of the Public Contracts Regulations 2015, that the duration of the Contract be shortened, then:

(a) the provisions of clause H6 and any other provisions in the Contract which are intended to apply on or after the date on which the Contract is terminated for any reason shall apply as if on the date on which the relevant declaration of ineffectiveness is to take effect (and as a result the Contract is to come to an end);

(b) the Commissioner shall not be required or liable (on whatever grounds) to pay any compensation or restitution to the Contractor in respect of any loss, damage, costs, expenses or other liabilities suffered or incurred by the Contractor as a result of or in connection with the relevant declaration of ineffectiveness being made, including any loss of revenue or profit that the Contractor might otherwise have generated under the Contract during the Contract Period.

I DISPUTES AND LAW

I1 Governing Law and Jurisdiction

I1.1 Subject to the provisions of clause I2, the Commissioner and the Contractor accept the exclusive jurisdiction of the courts of England and Wales sitting at Cardiff and agree that the Contract and all non-Contractual obligations and other matters arising from or connected with it are to be governed and construed according to the Laws of England and Wales as it applies in Wales.

I2 Dispute Resolution

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I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to a chief executive (or equivalent) of each Party.

I2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

I2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1, the Parties shall refer it to mediation pursuant to the procedure set out in clause I2.5 unless:

(a) the Commissioner considers that the dispute is not suitable for resolution by mediation; or

(b) the Contractor does not agree to mediation.

I2.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor (and its Staff) shall comply fully with the requirements of the Contract at all times.

I2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

(a) A neutral adviser or mediator (the **"Mediator"**) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is

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unable or unwilling to act, apply to the Centre for Effective Dispute Resolution or other mediation provider to appoint a Mediator.

(b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with them in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure.

(c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

(d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

(e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

(f) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I2.6.

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(g) In the absence of any specific arrangements as to costs which is recorded in accordance with clause I2.5(d), each Party shall bear its own costs and expenses in respect of any mediation.

I2.6 Subject to clause I2.2, the Parties shall not institute court proceedings until the procedures set out in clauses I2.1 and I2.3 have been completed save that:

(a) the Commissioner may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7.

(b) if the Contractor intends to commence court proceedings, it shall serve written notice on the Commissioner of its intentions and the Commissioner shall have 15 Working Days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7.

(c) the Contractor may request, by notice in writing to the Commissioner, that any dispute be referred and resolved by arbitration in accordance with clause I2.7, to which the Commissioner may consent as it sees fit.

I2.7 In the event that any arbitration proceedings are commenced pursuant to clause I2.6:

(a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;

(b) the Commissioner shall give a written notice of arbitration to the Contractor (the **"Arbitration Notice"**) stating:

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(i) that the dispute is referred to arbitration; and

(ii) providing details of the issues to be resolved;

(c) the London Court of International Arbitration (**"LCIA"**) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I2.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

(d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;

(e) if the Parties fail to agree the appointment of the arbitrator within 10 Working Days of the Arbitration Notice being issued by the Commissioner under clause I2.7(b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

(f) the arbitration proceedings shall take place in Cardiff and in the English or Welsh language; and

(g) the arbitration proceedings shall be governed by, and interpreted in accordance with the Laws of England and Wales as it applies in Wales.

J. TUPE

J1.1 The provisions within this clause J1 only apply in respect of a relevant transfer for the purposes of the TUPE Regulations.

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J1.2 During the period of six months preceding the expiry of the Contract or after the Commissioner has given notice to terminate the Contract or any part thereof or the Contractor stops trading, and within 15 Working Days of being so requested by the Commissioner, the Contractor shall fully and accurately disclose to the Commissioner for the purposes of the TUPE Regulations, the Contractor's Provisional Staff List, to include for each member of the list, but not necessarily restricted to, the following:

(a) their date of birth and gender, commencement date of employment, employment status and the identity of their employer;
(b) job title;
(c) their place of work;
(d) details of their salary and benefits (to include bonus schemes, company cars, option plans, insured benefits etc.), if any and pay interval;
(e) details of any enhanced paid sick, maternity, paternity or adoption entitlements;
(f) details of their holiday entitlement;
(g) hours of work and overtime arrangements;
(h) their notice periods;
(i) details of any pay settlements covering that person which relate to future dates but which have already been agreed and any redundancy entitlements;
(j) details of pension entitlements, if any;
(k) details of whether they are on long-term absence from work, through sick leave, maternity leave or otherwise;
(l) details of any disciplinary procedure taken against them in the past two years
(m) details of any grievance raised by them, individually or collectively, in the past two years; information about any court, or tribunal case, claim or action brought by them within the previous two years, or that the that the Contractor reasonable believes that the person may bring, arising out of their employment with the Contractor;
(n) whether such person is subject to any collective agreement; and
(o) any other information not captured above about the other terms and conditions on which the affected Staff are employed (including but not limited to their working arrangements) which is necessary to provide the Specified Information, or where that information can be found,

J1.3 The Contractor shall permit the Commissioner to use the information for the purposes of the TUPE Regulations and re-tendering. The Contractor shall co-operate with the re-tendering of the Contract by allowing the transferee to communicate with and meet the affected employees and/or their representatives.

J1.4 At least 28 days before the Relevant Transfer Date, the Contractor shall prepare and provide to the Commissioner and/or, at the direction of the Commissioner, to

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the Replacement Contractor, the Contractor's Final Staff List, which shall be complete and accurate in all material respects. The Contractor's Final Staff List shall identify which Staff named are Transferring Employees.

J1.5 In connection with a relevant transfer to which the TUPE Regulations apply, the parties agree that the Contractor shall perform and discharge all its obligations in respect of all the Transferring Employees and their representatives for its own account up to and including the Relevant Transfer Date. The Contractor agrees to indemnify the Commissioner (or any Replacement Contractor) fully and hold the Commissioner harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) whatsoever in any way connected with, arising from or relating:

(a) the provision of information under clause J1.2;
(b) the Contractor's failure to perform and discharge any such obligation;
(c) any act or omission by the Contractor on or before the Relevant Transfer Date or any other matter, event or circumstance occurring before the Relevant Transfer Date;
(d) any claim or demand by any employee or person claiming to be an employee engaged by the Contractor, other than a Transferring Employee, on the Relevant Transfer Date for which it is alleged the Commissioner or Replacement Contractor may be liable by virtue of this Contract and/or the TUPE Regulations;
(e) all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Relevant Transfer Date;
(f) any claim arising out of the provision of, or proposal by the Contractor to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising on or before the Relevant Transfer Date;
(g) Any act or omission of the Contractor in relation to its obligations under regulation 11 of the TUPE Regulations, or in respect of an award of compensation under regulation 12 of the TUPE Regulations except to the extent that the liability arises from the Replacement Contractor's (or Commissioner's) failure to comply with regulation 11 of the TUPE Regulations.

J1.6 In the event that such information provided by the Contractor in accordance with clause J1.2 above becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Contractor becoming aware that

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the information originally given was inaccurate, the Contractor shall notify the Commissioner of the inaccuracies and provide the amended information.

J1.7 During the 12 months preceding the expiry of this Contract or where notice to terminate this Contract for whatever reason has been given, the Contractor shall not without the prior written consent of the Commissioner, unless bona fide in the ordinary course of business:

(a) vary or purport or promise to vary the terms and conditions of employment of any employee employed in connection with the Services;

(b) materially increase or decrease the number of employees employed or engaged in connection with the Services; or

(c) assign or redeploy any employee employed in connection with the Services to other duties unconnected with the Services; or

(d) increase the proportion of working time spent on the Services (or the relevant part) by any of the Staff save for fulfilling assignments and projects previously scheduled and agreed with the Commissioner.

J1.8 The Contactor will promptly notify the Commissioner or, at the direction of the Commissioner, the Replacement Contactor of any notice to terminate employment received from any persons listed on the Contractor's Provisional Staff List regardless of when such notice takes effect.

J1.9 At least 14 days before the expected Relevant Transfer Date, the Contactor shall provide to the Commissioner or any Replacement Contactor, in respect of each person (subject to compliance with the DPA) on the Contactor's Final Staff List who is a Transferring Employee, their:

(a) payslip data for the most recent month;
(b) cumulative pay for tax and pension purposes
(c) cumulative tax paid;
(d) tax code;
(e) voluntary reductions from pay; and
(f) bank or building society account details for payroll purposes

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J1.10 In the event that the Contractor enters into any sub-Contract in connection with this Contract, it shall impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this clause J1 and shall procure that the Sub-Contractor complies with such terms.

J1.11 The Contractor shall indemnify the Commissioner and keep the Commissioner indemnified in full from and against all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Commissioner as a result of or in connection with any failure on the part of the Sub-Contractor to comply with such terms.

J1.12 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to clauses J1.2 to J1.13 to the extent necessary to ensure that any Replacement Contractor shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Contractor by the Contractor under clauses J1.2 to J1.13 in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

J1.13 The provisions of this clause J1 shall apply during the continuance of this Contract and indefinitely after its termination.

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Part 2. CALL-OFF CONTRACT AWARD SCHEDULE

Table 1 – Lot Number:

Lot Number:	2
Participating Contracting Body:	POLICE AND CRIME COMMISSIONER FOR GWENT
Force:	GWENT POLICE

Table 2 – Parties:

Commissioner's Details:	Police and Crime Commissioner for Gwent Address: Police Headquarters, Llantarnum, Cwmbran, NP44 3FW
Contractor's Details:	Name: Mitie Care and Custody Limited Company Registration Number: 06976230 Company Registered Address: Level 12 The Shard, 32 London Bridge Street, London, England, SE1 9SG

Table 3 – Duration:

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Commencement Date:	3rd February 2025
Contract Period:	4 years
Contract Expiry Date:	2nd February 2029
Permitted extensions to the Contact Period (for the purposes of clause F8):	None

Table 4 – Contact Details:

Authorised Officer details:	[redacted]
Authorised Officer details (for the purposes of clause A5):	Address: Police Headquarters, Llantarnum, Cwmbran, NP44 3FW Telephone: [redacted] Email: [redacted]
Contract Manager details:	[redacted] Mitie Care & Custody Limited E: [redacted] M: [redacted] Address: The Shard – Level 12, 32 London Bridge Street, London SE1 9SG

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Contractor's Contact Details (for the Purposes of Clause A5):	[redacted] E: [redacted] M: [redacted] Address: Mitie Care & Custody Limited, [redacted]
Key Personnel details (for the purposes of clause B4):	[redacted], Mitie Care & Custody Limited E: [redacted] M: [redacted] Address: [redacted] [redacted] Mitie Care & Custody Limited E: [redacted] M: [redacted] Address: The Shard – Level 12, 32 London Bridge Street, London SE1 9SG

Table 5 – Modern Slavery

Details of the Force's Modern Slavery Statements (for the purposes of clause D9):	Modern Slavery Statement | Gwent Police and Crime Commissioner

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Part 3. Specification Schedule

For the purpose of the Contract the following acronyms and definitions will be used:

Acronym	Definition
A&E	Accident and Emergency Department
AFC	Agenda for Change
BBV	Blood Borne Viruses
CCTV	Closed-Circuit Television
COSHH	Control of Substances Hazardous to Health Regulations
DNA	Deoxyribonucleic Acid (genetically encoded molecule)
EPPs	Exposure Prone Procedures
FFLM	Faculty of Forensic and Legal Medicine
FME	Forensic Medical Examiner
GMC	General Medical Council
GP	General Practitioner
HCP	Healthcare Professional
HCPC	Health and Care Professionals Council
MARF	Multi Agency Referral Form
MHRA	Medicines and Healthcare products Regulatory Agency
MFFLM	Member of the Faculty of Forensic and Legal Medicine
NHS	National Health Service
NMC	Nursing Midwifery Council

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Acronym	Definition
PPN	Public Protection Notice
QMS	Quality Management System
SARC	Sexual Assault Referral Centre

1. INTRODUCTION AND HISTORICAL POSITION

1.1 The Commissioner requires the Contractor to undertake Forensic Medical Services for its Custody suites and Sexual Assault Referral Centres. Currently, each Force's arrangements differ from each other, with a mix of fully outsourced and partially delivered in-house, as well as the delivery of Custody and SARC Services under the same contract. The Commissioner will appoint a Contractor to deliver a HCP led Forensic Medical Service for each Force for Custody, and a Contractor for FME SARC Forensic Medical Services as a distinct regional contract. Each Force will then be permitted to issue Call-Off Contracts for its own Contract lots.

1.2 South Wales Police currently operates a semi-embedded HCP led service for Custody and a FME led service for SARC – both services are currently operated by the same provider. Lot 1 will separate the Custody and SARC Services, with an embedded HCP (nurse) led provision in its custody suites.

1.3 Gwent Police currently deliver Custody and SARC services in the following manner:

- Custody nurses are employed by Gwent Police. All requests are managed by nurses; doctors are only contacted for advice when necessary.
- Telephone advice is provided by an external provider.
- SARC medical services are currently provided by an external provider.

Lot 2 will separate the Custody and SARC Services. The Contractor will deliver an embedded HCP (nurse) led option.

1.4 Dyfed Powys Police currently operate a mix of embedded and on-call HCP service for Custody Services, and FME led Service for SARC services. This is currently staffed 24/7 with 1x FME, 5x HCPs, with the following staffing model:

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a. **FME** – attends all FME requests across the Force area for prescribed duties; e.g. forensic examination at hospital

b. **HCP 1** – Embedded in Haverfordwest but also responds to requests at Cardigan

c. **HCP 2** – Embedded in Ammanford but also responds to requests into Llanelli

d. **HCP 3** – Embedded in Aberystwyth but also responds to requests in Newtown.

e. **HCP 4** - 24 hour on-call in Newtown

f. **HCP 5** - 24 hour on-call in Brecon

Lot 3 will separate the Custody and SARC Services. The Contractor shall provide options for both embedded and on-call HCP (nurse) led options.

1.5 SARC forensic and medical examinations shall take place in SARC 'hubs' (i.e. SARCs with examination rooms) in Cardiff, Swansea, and Aberystwyth for adult examinations, with paediatric examinations taking place in Cardiff. A further paediatric examination room is currently proposed in Swansea and is expected to be available for use as part of this Contract during 2024. The addition of this additional site shall be included within the Contract Price. Service Users may attend any SARC centre regardless of force boundaries.

1.6 SARC Services for the three Forces will be combined into one Lot (Lot 4), with South Wales Police acting as the lead Contracting Authority.

1.7 Historical usage data is provided in 'Part 24 – Historical Data'. Please note that the Gwent usage data is estimated.

1.8 For the purposes of this Contract, "embedded" means where the HCP is situated at the Premises 24 hours, 7 days a week, 365(6) days a year; and "on-call" is where the Staff are not located at the Premises but required to travel to the Premises as requested for the Services.

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2. THE SERVICE - LOTS 1, 2 AND 3 CUSTODY SERVICES

2.1 The Contractor shall provide 24 hour, 7 days per week, 365/366 days a year the following Services:

a) Forensic Medical and Healthcare Services, to be delivered as a HCP-led Service either in person or via telephone services as detailed in this Specification;

b) Call Centre/Online Portal System facilities through which the Force can request forensic medical and healthcare Services and to receive medical advice when so requested;

c) Embedded (Lot 1 and Lot 2) or a mix of embedded and on-call Services (Lot 3) to be delivered at the Commissioner's Premises or any other location, which shall include, but is not limited to, hospital attendances and includes locations outside the Force area as detailed in this Specification. Breakdowns of embedded and on-call requirements by Lot are detailed within the Pricing Schedule.

2.2 The Contractor shall provide a HCP lead Service which meets the requirements of Annex *A Of Home Office Circular (20/2003) Healthcare Professionals In Custody Suites Guidance To Supplement Revisions To The Codes Of Practice Under The Police And Criminal Evidence Act 1984* (or as otherwise updated or replaced). *(https://library.college.police.uk/docs/hocirc/ho-circ-2003-020.htm)*

2.3 The location of Premises may be subject to change during the course of the Contract, either as a permanent or temporary measure, e.g., while undertaking maintenance. The Contractor shall work with the Commissioner to accommodate these changes, and any such change shall not be subject to any additional charges.

2.4 The Contractor acknowledges that Gwent Police is currently undergoing a review of its Custody Premises and its cells. There shall be a tolerance level in respect of this review where it impacts the Service demand for Lot 2.The tolerance level is a 15% increase or decrease as to Service demand, which shall be assessed based on the six Month period preceding the actual start date of the change, in comparison to the six Months period following the change. In the event that Service demand is outside the tolerance level, the Contactor shall enter into good faith negotiations in relation to

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impact on the Contract Price in the respective Call-Off Contract. Any agreed change to the Contract Price shall be effective from the actual start date of the change.

2.5 The Services shall be reliable, effective, efficient and timely forensic healthcare services to:

a) Detainees, witnesses and voluntary attendees at Police Stations;

b) Police officers and staff injured in the course of their duty;

c) Attendance at hospitals for forensic examinations. This may include, but is not limited to, blood testing following spiking instances and road traffic incidents.

d) Members of the Armed Forces within the Force area when the Military Police require this Service.

e) Declare Recognition of Life Extinct ("ROLE"). This is used more extensively in Lot 1. In Lot 2 and Lot 3, Staff are required to be competent to undertake this function in the event it is requested, but historically it is rarely used.

3. THE SERVICE – LOT 4 SEXUAL ASSAULT EXAMINATION AT SARCs

NOT APPLICABLE

4. CASE ALLOCATION - LOTS 1, 2 AND 3

4.1 HCP's shall be allocated to a request for the Services within the scope of that HCP's professional practice/competency, as detailed in the Home Office circular detailed in paragraph 2.2.

4.2 For embedded Services, requests shall be dealt with in order of priority of the Grade allocated in accordance with paragraph 7.1.

4.3 For on-call Services, or when the HCP is not on the Premises for whatsoever reason, or is required to travel, the required HCP shall attend to the Service User within the time prescribed in the Attendance Time Protocol detailed in paragraph 7, or as otherwise agreed by the Authorised Officer.

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4.4 The Contractor shall ensure that there is effective communication, such as telephone and email, between themselves, the HCP and the Custody Sergeant to enable:

a) the HCP to carry out their duties within the agreed Attendance Times; and

b) the immediate transfer of any call from the Force to the HCP for the purpose of giving medical advice and ensuring the call is recorded.

4.5 The Contractor shall ensure that the HCP has the appropriate transport to carry out their duties within the Attendance Times should they be required to travel between Premises. All travel and subsistence costs shall be included in the Contract Price.

4.6 The Commissioner is not responsible for the provision of parking for Staff at Premises. There is no designated parking and onsite parking at any Premises cannot be guaranteed.

5. CASE ALLOCATION - LOT 4

NOT APPLICABLE

6. CASE LOGGING - LOTS 1, 2 AND 3

6.1 The Contractor shall have read only access to the Force's Niche system which is used for internal case logging. Training shall be provided to the Contractor when required. This will be used in addition to the web portal detailed in paragraph 8.

6.2 The Contractor shall provide a direct telephone number for the on-call Staff to log calls in the first instance, to avoid the necessity of Force staff calling a call centre. The time of the call shall be noted by the Contractor in order to calculate Response Time. Details of the recorded times shall be available to the Authorised Officers when requested. A call centre number may be provided only as a back up to this process, but use of it shall be in limited circumstances, such as all available HCPs being involved with detainees.

6.3 The Contractor shall ensure that all phone calls to and from the call centre number are recorded and data from any web based system is retained for a period of three Months.

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6.4 All telephone calls to the direct line and/or call centre number shall be answered within 60 seconds.

6.5 Records of phone calls on the call centre number shall be retained in accordance with the DPA.

6.6 The Force may require urgent access to a particular call recording from the Contractor, which shall be provided in accordance with the DPA. The Contractor shall provide such as an audio recording within the timescales required by the Force at the time of request.

6.7 If a statement in relation to the call out is required from the Contractor at a later date this is deemed to be included in the Contract Price, as is any associated court attendance. The Contractor's attention is drawn to clause B5.19 to provide further instruction on other legal, investigative and/or disciplinary situations in which the Contractor is required to support the Commissioner and/or Force – this is also deemed to be included in the Contract Price.

6.8 Further details on the call centre are detailed in paragraph 8.

7. ATTENDANCE TIMES

7.1 Unless otherwise agreed, the Contractor shall specifically respond to a request for the below Services within the Attendance Times in accordance with the attendance time protocol detailed below:

Attendance Time Protocol		
Grade	**Description**	**Attendance Time**
Grade 1	Road Traffic Act 1988 Specimens including	60 Minutes

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	impairment test and attendance at hospital	
	Fitness for Detention	60 Minutes
	Fitness for Interview	60 Minutes
	Detention under S.136 Mental Health Act 1983	60 minutes
	Telephone Advice	20 Minutes
	Intimate Search	60 minutes
Grade 2	Forensic/Intimate Samples	90 Minutes
	Forensic Injury Assessment/Body Mapping	90 Minutes
	Sexual Offence Examination (LOT 4 - SARC ONLY)	Attend within 60 Minutes Commence examination within 120 minutes from the request for attendance
	Therapeutic Assessment and Treatment (including officer)	90 Minutes
	Detainee Request	90 minutes
	Declaration of ROLE	90 minutes or by appointment time (appointment time to be agreed by Authorised Officer)
Grade 3	Medication administration	120 Minutes
	Follow up visits	as arranged

7.2 Attendance times are calculated from the time of the request for the Services from the Authorised Officer to the time the Contractor arrives on scene or at the required

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Premises. The Contractor shall keep a log of Response Times and shall report same to the Authorised Officer as requested.

7.3 The Contractor shall provide an escalation procedure to be used by the Force in the event that the Contractor cannot respond within the Attendance Time.

7.4 Where Staff attendance is expected to be outside the Attendance Time, the Contractor shall immediately notify the Force about the reason for delay and the anticipated time of arrival. The Force may request, and the Contractor shall provide, the attendance of additional and/or alternative members of Staff in order to reduce delays caused by the late attendance.

7.5 The Contractor shall note all late Attendance Times, including the reason for late attendance. These shall be reported to the Force as part of the Performance Criteria Schedule,

7.6 On arrival at any Premises and/or scene, Staff shall report immediately to the Custody Sergeant or other Authorised Officer in the case of the SARCs.

7.7 Where there is a failure to achieve the Attendance Times detailed in the Attendance Time Protocol the Force reserves the right to recover the cost of additional service providers from the Contractor in accordance with clause B1.3 of the Terms and Conditions of Contract.

8. WEB PORTAL AND CALL CENTRE REQUIREMENTS - LOTS 1, 2 AND 3

8.1 The Contractor shall provide a web portal as a means of logging and managing calls made for the Services. The Contractor's embedded and/or on-call Staff, and the Force, shall be able to log calls directly onto the web portal.

8.2 As a minimum, the information logged on the web portal shall detail:

a) the time, nature and Grade of the call;

b) the originators name and collar number or payroll number;

c) the custody reference number or incident log number;

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d) the Service location details (of where the examination is required);

e) details of the Staff member deployed;

f) a unique reference number for each Service callout; and

g) any relevant Force agreed information which may be requested from time to time by the Authorised Officer.

8.3 The Contractor shall also be required to receive calls at the call centre from the Force in order to log a Service request when a HCP is unavailable. No more than 40% of all requests for Services either from the direct telephone number detailed in paragraph 6.2 or from the call centre shall be responded to with telephone advice.

8.4 The Contractor shall have a management structure and escalation process that sits behind the call centre Staff taking the telephone calls in order to meet the requirements of this Contract.

8.5 A HCP shall be available at all times at the call centre to provide all necessary advice and support in order to meet the Contract Service levels and standards.

8.6 Call centre Staff shall be trained to:

a) Ensure that they understand the procedures involved for all types of phone calls;

b) Have knowledge of the Force area and of the locations so that any potential issues can be considered to ensure the Service call is attended on time (e.g. known traffic hot spots).

8.7 Upon receipt of a call, call centre Staff shall as a minimum:

a) Log the time, nature and Grade of the call;

b) Log the originators name and Force identification number;

c) Log the custody reference number or incident log number;

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d) Log the Service location details (of where the examination is required);

e) Ensure the correct HCP resource is deployed;

f) Issue a unique reference number for each Service callout;

g) Log the relevant Force agreed information.

9. PROVISION OF CLINICAL ADVICE BY TELEPHONE - LOTS 1, 2 AND 3

9.1 The Contractor shall provide access to a freephone or not for profit telephone line for the provision of clinical advice by telephone. This may be the same number as the Call Centre, or a standalone number. No more than 40% of all cases shall be responded to with telephone advice.

9.2 Telephone advice shall only be requested if the embedded or on-call Staff are unavailable.

9.3 Telephone advice must be provided within 20 minutes of request.

9.4 During the lifetime of the Contract, the Contractor may present innovations or examples of best practice from other contracts for potential take-up within the Contract, such as using telemedicine to provide remote advice when a HCP is unable to be available in-person. The Contractor shall note that any such innovation shall not affect any related KPIs (e.g. rota coverage).

10. EQUITY OF ACCESS

10.1 The Contractor shall collect demographic monitoring data of Service Users throughout the Contract Period. The Contractor shall deliver the Services within the requirements of the Equality Act 2010 and/or the Public Sector Equality Duty with regards to:

a) Age;

b) Disability;

c) Gender Reassignment;

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d) Pregnancy and Maternity;

e) Race, including colour, nationality, ethic or national origin;

f) Religion or belief;

g) Sex;

h) Sexual Orientation;

i) Marriage and civil partnerships; and/or

j) The requirements of the Welsh Language Act and the Welsh Language (Wales Measure 2011) if required.

10.2 In addition to the above, the Contractor shall deliver the Services to take account of:

a) Those who do not understand written or spoken English;

b) Those who have learning disability/difficulty, speech, language and communication needs;

c) Asylum seekers or refugees;

d) Those who have no permanent address;

e) Those who misuse alcohol or illicit drugs;

f) Those who belong to a lower socio-economic class or who are unemployed.

10.3 The Force will provide access to telephone and/or face to face interpreting services, as required, for non English-speaking Service Users during all consultations. If the need for such a service has not already been identified prior to examination, the Contractor may request the service from the Authorised Officer.

11. DIGNITY AND RESPECT

11.1 The Contractor shall deliver the Service from an environment that treats every Service User as a valued individual, with respect for their dignity and privacy by:

a) Ensuring that the provision of the Service and the Premises protect and maximise dignity, privacy and confidentiality;

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b) Allowing Service Users to have their personal clinical details discussed with them by a person of the same gender or gender of choice, if reasonably practicable and where there is no risk to Staff;

c) Ensuring that all Staff behave professionally and with discretion at all times;

d) Taking regard of any cultural and religious observance that are relevant to the Services; and

e) Having robust management procedures in place to deal with breaches of professionalism pertaining to dignity and respect.

12. CHILDREN AND YOUNG PEOPLE (UNDER 18 YEARS) - LOTS 1, 2 AND 3

12.1 The Contractor shall deliver Services to all young people within the Custody environment.

12.2 At the Contractor's expense, all Staff who provide Services to young people shall be trained in the local Safeguarding Children's Boards policies. This includes referral to social care for assessment and information sharing with other agencies such as Youth Offending Teams. The Contractor shall be responsible for the completion of local documentation which may include but is not limited to PPNs and MARFs.

12.3 The Contractor shall ensure that it's Staff understand the responsibility to safeguarding young and vulnerable people within a custody setting via its training and induction programme.

12.4 The Contractor shall give consideration to safeguarding young people in accordance with local safeguarding policies when dealing with adults in custody who may be parents or carers.

13. VULNERABLE ADULTS - LOTS 1, 2 AND 3

13.1 In order to provide appropriate care, the Contractor shall be able to recognise Vulnerable persons as defined in PACE Code C (Revised) (publishing.Service.gov.uk):

Introducing a new definition of vulnerable – Code C 2018 1.13(c)

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'Vulnerable' applies to any person who, because of a mental health condition or mental disorder

(i) may have difficulty understanding or communicating effectively about the full implications for them of any procedures and processes connected with:

- *their arrest and detention; or (as the case may be)*
- *their voluntary attendance at a police station or their presence elsewhere, for the purpose of a voluntary interview; and*
- *the exercise of their rights and entitlements.*

(ii) does not appear to understand the significance of what they are told, of questions they are asked or of their replies;

(iii) appears to be particularly prone to:

- *becoming confused and unclear about their position;*
- *providing unreliable, misleading or incriminating information without knowing or wishing to do so;*
- *accepting or acting on suggestions from others without consciously knowing or wishing to do so; or*
- *readily agreeing to suggestions or proposals without any protest or question.*

13.2 Care delivered to vulnerable adults shall be in accordance with any local Safeguarding Boards' Guidance.

14. MENTAL HEALTH ASSESSMENT - LOTS 1, 2 AND 3

14.1 When requested the Contractor shall deploy Staff who are trained and approved for carrying out mental health assessments and, as necessary, work with the Authorised Officer to arrange transfer to a hospital/ mental health unit or similar.

14.2 On the rare occurrence where a detainee is conveyed into the Premises under the s.136 Mental Health Act 1983 (as amended) then:

14.2.1 the Contractor shall ensure a HCP is available;

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14.2.2 the welfare of the detained person shall be checked by the HCP at least once every thirty minutes and the HCP shall ensure that any appropriate Service action necessary is provided for their treatment and care. Such checks shall not impact Staff's Service provision at the Premises.

14.2.3 The HCP shall remain present at the Premises where the detainee is located throughout the period of their detention.

14.3 Staff shall conduct the original fitness for detention assessment in accordance with paragraphs 19, 20 and 21.

14.4 Where Staff declare a detainee fit for detention in custody, Staff shall also make all relevant mental health referrals..

14.5 The Contractor shall ensure appropriate Staffing at the Premises to meet the requirements for a s.136 detention. In the event that additional detainees require assessments or the HCP is required to leave the Premises then the HCP shall escalate to Senior HCP to arrange appropriate cover for the for a s.136 detention and additional detainees and fully brief the custody Sergeant of the appropriate cover.

15. COMMUNITY INTERFACE

15.1 It is vital for the Contractor to integrate with the local health economy. The Contractor shall work in partnership with other local health economy providers and stakeholders (both NHS and non-NHS). The purpose of this is to ensure that any referrals for all the services provided by the SARC are properly directed, using healthcare in the community and health promotion.

15.2 The organisations which the Contractor shall work with includes, but is not limited to,:

a) The Force;

b) The Police and Crime Commissioner;

c) Community Health Contractors;

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d) The Ambulance Service;

e) Local Mental Health Services;

f) Criminal Justice agencies e.g. Courts, Probation and Youth Offending Teams;

g) Crown Prosecution Service;

h) Non Police employed staff e.g. transportation for detainees;

i) Local Authorities;

j) Social Services Departments;

k) Public Health Wales;

l) Local Health Boards;

m) Area Planning Boards;

n) Local voluntary organisations;

o) Local GP practices;

p) Drug and Alcohol agencies;

q) Diversion and Intervention Providers to the Force diversionary partners;

r) Any similar or successor organisations of the above.

15.3 The Contractor shall attend muti organisations meetings with the Commissioner when requested.

16. HEALTH PROMOTION and DISEASE PREVENTION – LOTS 1, 2 AND 3

16.1 The Contractor shall deliver a Service that has due regard for health promotion and disease prevention. At a minimum this shall include the provision of appropriate literature to include, but are not limited to:

a) Smoking;

b) Obesity;

c) Lack of exercise;

d) Dietary habits; and

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e) Sexual behaviour.

17. CLEAN ENVIRONMENT AND INFECTION CONTROL

17.1 The Force, and SARC management on non-Commissioner Premises, shall maintain a safe and hygienic environment for Staff, detainees and Service Users as detailed by the FFLM in the document below, or as updated by any subsequent guidelines.

[redacted]

17.2 The Contractor shall have working practices in place which:

a) ensure good infection prevention and control practices;

b) assists the Force and SARC management in promoting confidence that their facilities are clean and fit for purpose for all Service Users, staff, visitors and Staff.

17.3 **LOTS 1, 2 AND 3 ONLY:** Staff shall clean the medical room and all Equipment immediately post use and prior to further use. In order to maintain the required standards detailed in the FFLM guidelines detailed in paragraph 17.1, the Contractor shall undertake quarterly audits of the custody medical rooms environment and raise any non-compliance issues immediately with the Force's Authorised Officer and report these at the Contract review meetings detailed in paragraph 51.

17.4 **LOT 4 ONLY: NOT APPLICABLE**

17.5 The Contractor shall supply and ensure Staff use as appropriate, body fluid cleaning kits for immediate cleaning of small amounts of body fluids.

17.6 The Contractor shall use the waste disposal facilities for clinical and sharps waste supplied by the Force.

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17.7 The Contractor shall ensure that it has appropriate arrangements for infection control which shall include:

a) developing infection control/communicable disease control policies, procedures and guidance, including providing timely and immediate support and advice to the Force;

b) the management of infection prevention, control and outbreaks in line with Public Health Wales guidelines;

c) ensuring all clinical Staff undertake infection control training; and

d) compliance with policies and procedures and national guidance where applicable.

18. QUALITY MANAGEMENT SYSTEM – LOT 4

NOT APPLICABLE

19. CLINICAL SERVICES IN RELATION TO DETAINEES AS SERVICE USERS – LOT 1, 2 AND 3

19.1 In delivering Services to detainees, the Contractor shall recognise this may include adapting the traditional models of Service delivery. HCP's will be delivering care within an essentially non-health environment in custody/hospitals and other settings.

19.2 The Contractor shall deliver Services in accordance with PACE, Code C, paragraph 9 (b) 'Clinical treatment and attention', and College of Policing Authorised Policing Practice 'Detention and Custody'**.**

19.3 The Contractor shall ensure policies and protocols are in place to manage medical emergencies, for example when a detainee's health deteriorates and can no longer be managed within a custody setting.

19.4 The Contractor shall be responsible for the immediate commencement of treatment of detainees potentially suffering from immediate and life-threatening conditions.

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19.5 The Contractor shall provide the Equipment and in-date emergency drugs to treat life-threatening conditions, for example anaphylaxis and status epilepticus.

19.6 The Contractor shall work with the custody staff to ensure the consultation method is appropriate for the detainee, which will be based on risk assessments, including safety and security concerns, in order to provide a safe and high standard of direct clinical care to detainees.

19.7 Staff shall seek written consent from the detainee in order to be examined and/or receive care. If written consent cannot be obtained, Staff shall document the verbal consent and the reason for verbal rather than written consent. If gaining consent is not possible at all, the reasons why shall be documented.

19.8 Staff shall ensure, where practicable, that detainees sign a declaration form to give consent for the sharing of information relevant to their care and welfare and where not possible, the reasons why shall be documented.

19.9 The Contractor shall deliver clinical Services in relation to detainees in order to assess fitness for detention, continued detention, interview, transfer, charge and release and/or at any time to assess risk. The list is not intended to be exhaustive and the Contractor shall also attend to, or advise on as appropriate, any other case of a similar nature as requested by the Force.

19.10 In order to maintain detainee respect and dignity, transfer to external hospitals shall be kept to a minimum. The Contractor shall deliver a range of Services at the Premises to reduce hospital attendance for minor ailments, safely and effectively.

19.11 Prior to and during examination of detainees, Staff shall carry out a clinical assessment to take into account and action:

a) to seek and review any relevant information gained by the Force about the detainee's health including from the Custody Sergeants' risk assessment and any care plan (e.g. specifies care whilst in Custody) which may include observation levels, requirement for CCTV monitoring etc.;

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b) should the detainee refuse to be treated, to carry out a visual examination and complete examination notes;

c) to body map any physical injuries and inform the detainee that the body map form shall be passed to the Force and other agencies responsible for the detainee's care whilst in Custody;

d) to recommend the frequency of observation of the detainee whilst in Custody;

e) to prescribe and administer medication, including verifying the detainee's own medication and determining whether to authorise its administration;

f) a risk assessment of safeguarding issues which may make a person vulnerable or pose a risk to others, including risk of domestic violence, child or elder abuse;

g) an assessment and treatment of illness, injury and pre-existing medical conditions;

h) the provision of continuity of care to prevent or mitigate the exacerbation of chronic diseases;

i) an assessment of alcohol/substance misuse/active in participation in the Naloxone programme;

j) care of a person detained under section 136 of the Mental Health Act 1983 as amended by the Police and Crime Act 2017;

k) an assessment for learning disabilities/difficulties;

l) an assessment and treatment after self-harm including updated risk assessment and referral;

m) the provision of advice on the frequency/detail of further assessments;

n) the provision of any information necessary for any transfer or referral and to ensure clinical information accompanies detainees supporting the completion of the Person Escort Record form;

o) general advice;

p) post Taser incident treatment in line with National Taser Policy http://fflm.ac.uk/upload/documents/1379584094.pdf ; http://www.app.college.police.uk/app-content/armed-policing/conducted-energy-devices-taser/ ;

q) treatment following exposure to incapacitant spray;

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r) any other relevant factors.

20. FITNESS FOR DETENTION (INCLUDING CONTINUED DETENTION) – LOTS 1, 2 AND 3

20.1 Staff shall undertake a fitness for detention (including continued detention) assessment which shall consider:

a) a referral to hospital or other outside agencies where it is not possible to treat the detainee whilst in police custody;

b) fitness to such travel or transfer;

c) fitness to detain following hospital treatment in accordance with the advice and guidance contained in any instructions contained within the discharge letter;

d) Each young person to be assessed regarding fitness for detention.

20.2 Where Staff considers a detainee is unfit to be detained they shall take appropriate action to ensure their immediate clinical well-being. This includes indicating if and when a further medical review is required or when the detainee will be fit. This information shall be documented and referred to the Custody Sergeant by the Staff.

21. FITNESS FOR INTERVIEW OR FURTHER INTERVIEW - LOTS 1, 2 AND 3

21.1 The Contractor shall under a fitness for interview (and further interview as appropriate) to determine:

a) the considered risks to the detainee's physical and mental state if the interview is to take place in accordance with PACE Code C Annex G; and

b) what safeguards are needed to allow the interview to take place.

21.2 The above assessment shall include:

a) completion and/or review as appropriate of all activities listed above;

b) advising on the requirement of an Appropriate Adult, as defined by Police and Criminal Evidence Act 1984 (PACE) Codes of Practice. Code C; and

c) advising on any special provisions required.

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21.3 Where Staff considers a detainee is unfit to be interviewed, they shall take appropriate action to ensure their immediate clinical well-being. This includes indicating if and when a further medical review is required and/or when the detainee will be fit. This information shall be documented and referred to the Custody Sergeant by the Staff.

22. MEDICINES MANAGEMENT - LOTS 1, 2 AND 3

22.1 The Contractor shall hold and maintain a valid Home Office Controlled Drugs License.

22.2 The Contractor shall ensure that there are safe and effective medicines management when delivering the Services to detainees. Staff shall ensure that medicines are prescribed in accordance with their professional competencies.

22.3 The Contractor shall have in place a process for clinical approval of non-medical prescribing applications and for Patient Group Directives, as per NICE guidelines https://www.nice.org.uk/Guidance/MPG2.

22.4 The Contractor shall have a process for the development, review and operational implementation of standard operating procedures for medicines, which shall be made available to the Force for review if requested. These shall cover all the required aspects of the medicines handling process (i.e. prescribing, ordering, stock management, storage, supply, administration and disposal of pharmaceutical waste etc.), record keeping and documentation (including a person's own medication) including, but not limited to:

a) having auditable systems in place to ensure compliance. Any medication prescribed shall be confirmed with the detainee's GP as soon as possible (if so required) and medication administration records shall be maintained to ensure medication can be audited;

b) all medication provided for administration by custody staff shall comply with PACE Code C, the FFLM recommendations of the Safe and Secure Administration of Medication in Police Custody and the College of Policing Authorised Professional Practice Detention and Custody;

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c) the Contractor shall complete and submit an annual self-audit of their procedures relating to medicines management.

22.5 For the avoidance of doubt, all medication shall be audited by Staff daily as a minimum and any discrepancies immediately investigated and reported to the Force.

22.6 All costs associated with the provision, storage and disposal of such medication shall be at the expense of the Contractor. Medical cabinets for the storage of medication in medical rooms will be provided by the Force.

23. REFERRAL TO COMMUNITY SERVICES - LOTS 1, 2 AND 3

23.1 The Contractor shall provide appropriate care for detainees who are frequent users of other local clinical services and who may require continuity of care. These detainees may include those who:

a) have long-term conditions and/or lifelong conditions;

b) suffer from emotional or mental ill health;

c) frequently use a variety of services such as A&E, Police, Social Care;

d) have drug or alcohol use related needs,

e) Involved in the naloxone take-home initiative,

f) have minor injuries that require further treatment;

g) are aggressive and violent, either verbally, physically or both.

23.2 The Contractor shall have systems and processes in place to ensure that detainees receive continuity of care and that this is integral to their Service provision. Detail of such provision shall be provided to the Force for Approval. This shall include:

a) an up-to-date directory of community healthcare services for each locality that meets the health needs of the Service Users. This information shall be accessible to all Staff irrespective of the Service User's location; and

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b) monitoring and reporting at review meetings any outcomes and issues arising from referrals to community health services.

23.3 The Contractor shall supply health promotion literature and other material, which shall assist detainees accessing community services in line with its pre-release risk assessment.

24. SUCCESSFUL INTERVENTIONS - LOTS 1, 2 AND 3

24.1 The Contractor shall assist the Force regarding declarations of "Successful Interventions" which shall mean "any incident which, if allowed to continue to its ultimate conclusion, would have resulted in the death, serious injury or harm to any person".

24.2 Any such incident shall be brought to the immediate attention of the Custody Sergeant. Staff shall explain the incident in non-technical terms and shall include any potential or actual consequences. The Custody Sergeant will then decide whether to report the incident as a Successful Intervention.

24.3 Staff shall assist the Custody Sergeant by providing any information necessary for the completion of a Successful Interventions report.

24.4 For completion of the Successful Interventions report, the Contractor shall supply the Force with the following information within an agreed timescale:

a) summary of immediate actions taken in response to a serious incident to maintain detainee safety and prevent recurrence; and

b) any additional responses to questions raised by the Authorised Officer.

25. MEDICAL SERVICES IN RELATION TO POLICE PERSONNEL AND VICTIMS - LOTS 1, 2 AND 3

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25.1 In addition to medical Services relating to detainees who are in police custody or who are voluntary attendees, Staff shall perform the following duties:

a) Examine and record and if necessary, render medical assistance to any member of the Force's staff injured during the course of their duty, at the Premises or any other premises. For the avoidance of doubt this requirement relates to evidential examination only and also includes examination of Force's staff who are subject to a complaint of assault or other similar allegation;

b) Advise or assist any member of the Force's staff requiring medical advice or assistance in the execution of their duty at the Premises or any other premises;

c) Provide Staff of requested gender for examinations where there is no risk to Staff.

26. FORENSIC REQUIREMENTS

26.1 The role of Staff is to conduct forensic examinations and collect forensic samples as required by the Force.

26.2 The Contractor shall ensure all Staff who carry out forensic examinations are trained and compliant in all aspects of the examination including the risk of cross contamination of evidence. Staff's training records shall be kept updated to reflect ongoing competency management for sign off by the Contractor. For Lot 4, FMEs shall retain the document and a copy shall be provided to the Authorised Officer for inclusion in the QMS.

26.3 The Contractor acknowledged and accepted that any referral to a forensic examination includes, subject to appropriate consent, the taking of samples in a form suitable for preservation and/or analysis that may be required including intimate samples.

26.4 Staff shall agree a forensic examination and retrieval strategy at the direction of Investigating Officers ("IO's" or equivalent in each case. Staff may be required to adapt those strategies in consultation with IO's as the examination and/or investigation develops. The following information may direct the strategy and examinations:

a) the circumstances of the incident;

b) the investigative requirements i.e. the points to prove;

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c) the preservation and recovery of best evidence;

d) suspect(s) account, if known;

e) persistence data;

f) Staff's clinical judgment as to the wellbeing of the person concerned;

g) Staff's opinion appropriate to experience and Service User histology.

The examination shall be documented within the templates provided by the Commissioner and all records retained in a case file.

26.5 Where there may be a risk of cross contamination through the transfer of evidence in a case, it shall be necessary for the examination of individuals involved to be undertaken by different Staff which may be at different Premises.

26.6 Staff shall undertake a thorough visual examination to identify injuries and forensic evidence, assess any acute problems and after-care requirements. Staff shall record completion of this visual examination.

26.7 Staff shall collect the sample(s) required by the current FFLM Recommendations for the Collection of Forensic Specimens from Complainants and Suspects, complainants or other relevant legislation, or any other guidelines if prevailing advice changes during the Contract Period. These Recommendations are updated every six Months and the Contractor shall ensure compliance the latest guidance at the given time.

26.8 **LOTS 1, 2 AND 3 ONLY**: Where appropriate Staff shall carry out field impairment tests and take samples. Staff shall be aware that that Force policy (following CPS advice) states that the request, warning and acceptance will be captured on the OIC's Body Worn Video (BWV) prior to the Services being undertaken. Such samples may include, but are not limited to,:

a) blood samples under legislation including the Road Traffic Act 1988 (this could include Staff taking samples at hospital).

b) blood samples for DNA analysis in exceptional circumstances;

c) blood samples for toxicology (e.g. drugs/alcohol/solvent abuse);

d) mouth swabs;

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e) skin swabs;

f) hair samples (e.g. head/pubic);

g) fingernail samples;

h) vulval swabs;

i) vaginal swabs;

j) penile swabs;

k) anal canal swabs;

l) saliva;

m) urine;

n) assessment and recording of injuries to include body maps if applicable;

o) intimate searches;

p) photographs of injuries/trauma via use of the colposcope.

26.9 **LOT 1 ONLY:** With consent, Staff shall conduct intimate searches of detainees who are believed to be secreting class A drugs and/or weapons. The premise location where the search takes place is to be decided in accordance with the requirements of PACE and HCP clinical judgement.

26.10 Staff shall record the description of and exhibit all items and samples recovered during the examination.

26.11 Staff shall ensure the continuity of exhibits whilst in their possession and be able to provide evidence of that continuity on request.

26.12 Staff shall provide early interpretation of findings to support the investigation and examination of detainees.

27. COMMUNICATION BETWEEN THE HCP AND THE FORCE - LOTS 1, 2 AND 3

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27.1 Staff shall liaise with the Custody Sergeant or nominated person, before and after any assessment in order to exchange information and to provide any advice to ensure the appropriate care is given. This shall extend to liaison with HCP's at hospitals and other establishments in order to obtain information for the purpose of formulating a care plan for the detainee.

27.2 The Commissioner reserves the right for a member of its staff to be present at any examination in the interests of safety, propriety and for evidential reasons or at the request of the detainee. A joint risk assessment shall be carried out by the Force and Staff prior to the examination to identify the circumstances in which this is appropriate.

27.3 Before any examination Staff shall consult the documented risk assessment and ensure they have asked for any clarifications and/or an update about this from the Custody Sergeant, or nominated person. This shall include consideration of:

a) any amended risk;

b) change in detainee behaviour;

c) relevant comments made by the detainee which might affect their well-being;

d) third party information;

e) concerns or observations of staff;

f) any relevant information about the detainee's circumstances, such as homelessness, family problems, addictions, religious needs, meeting communication needs.

27.4 Staff shall ensure that they discuss with Force staff, and are aware of, details of planned police actions of the detainee (i.e. interview, charge, transport to court etc.) and, if known, the likely length of stay in Custody.

27.5 Staff shall enquire if the nature of the offence under investigation should be considered in order to gain an understanding about the detainee's health needs and improve the management of risk.

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27.6 At the conclusion of all medical assessments Staff shall briefly verbally outline to the Custody Sergeant or nominated person the results of the assessment and requirements for care. As a minimum this shall include:

a) whether the detainee is fit for detention, interview, charge, transfer and release, as appropriate;

b) upon being requested to do so, advise the Custody Sergeant of the need for an Appropriate Adult as per Code C Codes of Practice PACE Act 1994;

c) details of care that the detainee may require whilst in Custody or on release, for example rousing frequencies;

d) medication given and any that is required including specific written instructions as to when to administer the medication along with the signed prescription where appropriate;

e) the recommended observation level;

f) if any medical review is required;

g) if the police custody risk assessment needs amending in view of the medical assessment.

27.7 Staff shall immediately bring safeguarding issues to the attention of the Custody Sergeant to inform risk assessments whilst in Custody and upon release.

27.8 Staff shall communicate as appropriate to other staff and organisations that become involved in the care of the detainee.

28. RECORDS MAINTENANCE - LOTS 1, 2 AND 3

28.1 The Contractor shall ensure the healthcare information recorded fulfils the two purposes of:

a) data to record and manage the care of the detainee, which is known as the 'healthcare record'; and

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b) data to inform and advise the Force to enable them to carry out their duties in regard to the detainee which is known as the 'police medical instructions'.

28.2 The healthcare record shall be the primary source of healthcare information and shall be used to record the interaction and outcome between Staff and detainee. This shall include outcomes from the assessment process, diagnoses, treatment, prescriptions and any ongoing healthcare needs and referrals to community services.

28.3 Staff shall also record interaction and outcome with any other significant persons in relation to the needs of the detainee.

28.4 Staff shall complete all information requirements for the police medical instructions. These shall include any information required for the Force to carry out appropriate care for the detainee both whilst present on, and when leaving police Premises.

28.5 Staff shall ensure that the relevant police medical instructions are entered on to the Force Custody IT System on completion of the examination.

28.6 Staff shall complete all required records in lay language which shall be fully detailed, clear and legible and without the use of abbreviations, in a timely manner following examination and before moving onto another case (unless requested to do otherwise by the Custody Sergeant or Authorised Officer).

29. RECORDS MAINTENANCE – LOT 4

NOT APPLICABLE

30. DATA STORAGE - LOTS 1, 2, AND 3

30.1 The Contractor shall ensure that records/notes are stored securely and that the storage is fireproof (in accordance with the DPA), Records Management: National Health Service code of practice, Department of Health 2006 and all other relevant applicable Law.

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30.2 The Contractor shall provide access to records/notes when requested within 14 days of a request to do so.

30.3 The Contractor shall ensure that a robust system is in place for records/notes with regard to their collection and subsequent transportation to secure storage in accordance with the DPA and College of Policing's Authorised Professional Practice – Detention and Custody and all other applicable Laws.

30.4 The Contractor shall ensure that any records/notes taken by Staff are retained in accordance with this Specification and continue to be available to the Force in the event that the relevant Staff ceases to work for the Contractor.

30.5 This procedure for data storage shall be documented and a copy supplied to the Force by no later than the Framework Commencement Date.

30.6 It is recognised that there may be changes in legislation during the Contract Period which the Contractor shall respond to, ensuring that data storage is maintained and stored in accordance with relevant Laws.

30.7 A data loss policy shall be in place and agreed with the Force by no later than the Framework Commencement Date.

30.8 The Contractor shall store these notes on the Force's systems if so required.

31. CRIMINAL JUSTICE SERVICE – ALL LOTS

31.1 The Contractor shall assist in the gathering and supply of evidence for presentation at court, tribunal and/or inquest and such costs shall be included in the Contract Price.

31.2 If requested by the Force, Staff shall write a formal report or witness statement with regard to any matters with which the Staff has been involved in respect of the Service User in the course of their duties under this Contract. The report/witness statement shall contain all relevant information, as required in the Criminal Justice System, in compliance with legislation.

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31.3 Staff shall supply written reports and statements in accordance with the timescales below:

REPORT	SUBMISSION TIME
Notes of examination for fitness to detain/interview or police medical instructions	On completion of examination
Staff witness statement	Within 7 consecutive days of relevant duties where requested at the time. Within 14 consecutive days if requested at a later date, from the date of request. These timescales shall apply unless a variation is agreed with the Officer in charge of the investigation at the time of the request.
Remand in Custody	On completion of examination. If not completed within this time, by such time as agreed by the Officer in charge.

31.4 Statements shall be completed using the nationally approved format set out in the Home Office Manual of Guidance for the Preparation of Case Files.

31.5 Staff shall attend any court of law, tribunal and/or inquest when required to provide evidence (whether by an officer or employee of the Force, solicitor acting for the Force, by the Crown Prosecution Service (CPS), a defendant's solicitor and/or the Coroner) in order to give evidence in connection with the provision of any medical Services or related matters with which they have been involved or are aware of, including but not

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limited to criminal investigations and disciplinary tribunals under the Criminal Justice and Immigration Act 2008 and the Police (Performance) Regulations 2012 and the Police (Conduct) Regulations 2012. The Contractor shall provide all necessary support to its Staff in relation to such attendances.

31.6 The cost (including expenses) of Staff attending a court and/or tribunal shall be included in the Contract Price.

31.7 The Contractor shall ensure that where the Force Investigation Officer requires emergency charging advice from CPS, that Staff provide an interim statement exhibiting the body map at the time of the examination.

31.8 Staff may withhold information in the medical notes that Staff reasonably consider confidential or not relevant to the case. Staff shall release such information with appropriate consent or upon a court order.

31.9 In exceptional circumstances, the Contractor shall provide for a clinical lead to produce statements for court and/or tribunal from another Staff's notes.

32. MEDICAL SUPPLIES AND EQUIPMENT

32.1 The Premises may contain equipment, furniture and furnishings provided by the Commissioner to be used in the delivery of the Services detailed in this Contract. Collectively these will be known as the "Commissioner's Equipment". The Commissioner's Equipment may include permanently installed equipment as well as equipment used in the maintenance and upkeep of the Premises. This does not include medical equipment or consumables such as drugs, dressings, or PPE etc. which shall be provided by the Contractor in Lot 1, 2 and 3 or the SARC management in Lot 4.

32.2 The Contractor shall only use the Premises, furnishings, facilities and Commissioner's Equipment for the provision of Services to the Force and shall not use them, or allow them to be used, for any other purpose unless authorised in writing by the Authorised Officer.

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32.3 The clinical rooms shall be equipped and furnished by the Commissioner and/or SARC management to the specification of FFLM Recommendations Operational procedures and equipment for medical rooms in police stations (September 2012).

32.4 The medical room shall not be used for any other purpose than the Service provision. Access to the room shall be recorded in a visitor log if so required in that Premises.

32.5 The Contractor shall ensure that any Equipment it provides complies with statutory requirements and the latest relevant British Standard or equivalent specification where such exists.

32.6 The Contractor shall ensure that all medical supplies, equipment and medicines that they use, whether supplied by themselves or the Commissioner/SARC management, have not exceeded their expiry date.

32.7 **LOT 4** – NOT APPLICABLE

LOTS 1, 2 AND 3

32.8 The Contractor shall inform the Authorised Officer when:

a) the sharps disposal bin is three quarters full or more and needs replacing;

b) the clinical waste bin is not being emptied at least once a week, regardless of how full it is.

32.9 The Contractor shall ensure that a named person(s) has responsibility for checking and restocking the room with the required consumables on a regular basis (at least once a week). This person shall inform the Authorised Officer of the current stock levels and unsuitability or absence of any item provided by the Force on a weekly basis.

32.10 With the exception of the Commissioner's Equipment, at its own expense the Contractor shall procure, store, maintain and replace medical supplies, equipment and medicines necessary for the provision of Services at the Premises**.** This shall include all appropriate and/or protective clothing for Staff in the provision of the Services.

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32.11 The Contractor shall ensure that all medical supplies, Equipment and medicines are safely and securely stored (and where appropriate maintained) at the Premises and in compliance with all legislation, regulations, guidance and best practice pertaining to the storage and use of such medical supplies, equipment and medicines.

32.12 The medical supplies and Equipment to be supplied by the Contractor shall include, but are not limited, to the FFLM recommendations "Operational Procedures and equipment for Medical Rooms in police stations". These shall include:

a) standard dressings and medical equipment required for the Services;

b) medicines used in Patient Group Directions;

c) non-prescription drugs and medicines e.g. Aspirin, Paracetamol; and

d) portable Oxygen therapy equipment complete with an associated maintenance regime.

32.13 The Force will provide at the Premises a kit suitable for taking blood and urine samples under the Road Traffic Act 1988. The Contractor shall report the depletion of these forensic kits to the Force to ensure that stock levels are maintained.

33. GOVERNANCE

33.1 The Contractor shall have in place an overall governance strategy for this Contract which shall be approved by the Authorised Officer no later than the Framework Commencement Date. This governance strategy shall ensure the highest standards of corporate management and clinical care for the Services and comply with the requirements in paragraph 34, specifically relating to clinical governance.

34. CLINICAL GOVERNANCE

34.1 The Contractor shall ensure that its clinical governance provides assurances that all Services are as a minimum compliant with the guidance and standards as set out in the Legislation and Guidance.

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34.2 In addition, the Contractor shall ensure the clinical governance strategy includes the following:

a) a governance framework that ensures the Services are kept up to date with changes to clinical practice introduced nationally and locally;

b) a process for the communication and ongoing adherence to relevant safety alert broadcasts and patient safety notices;

c) a process for the ongoing improvement of quality of care;

d) a process to ensure that appropriate clinical records are kept by Staff in order to ensure that satisfactory audit trails are in place for the purposes of clinical governance;

e) a process to ensure that Staff are subject to regular clinical supervision and assessment of competence, which shall be recorded for audit purposes;

f) a process to ensure that the delivery of Services takes into consideration the diversity of the detainee population; and

g) a process to ensure the reporting, analysis and actioning of incidents, serious incidents and complaints (including an escalation process).

35. CLINICAL LEADERSHIP

35.1 The Contractor shall have robust and professional clinical leadership, as described below, to at least the following two levels:

a) **Organisational Level:** a clinical director at the highest level of the Contractor's organisation whose main responsibilities are to put quality of care at the heart of the Contractor's aims and to provide a framework for clinical governance and support for those delivering the Services. The clinical director shall be Key Personnel for the purposes of the Contract.

b) **Local Level:** a local medical and/or a nursing lead, whose responsibilities are to provide the clinical leadership required for delivery of the Services at a local level, ensuring that key systems are in place for quality primary and secondary medical care. These persons will have specialist knowledge of the clinical

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forensic requirements and will be able to identify the key processes that shall be in place to deliver the Service. The medical and nursing lead shall be Key Personnel for the purposes of the Contract. For Lot 4, this must be a FME.

36. COMPLAINTS PROCEDURE

36.1 The Contractor shall have in place a comprehensive written complaints procedure, which will deal with operational complaints, clinical complaints and contractual complaints. This complaints procedure shall be approved by the Authorised Officer.

36.2 The Authorised Officer will be the first point of contact for any complaint received by the Contractor. The Contractor shall ensure that the complaint is managed in accordance with the Contractor's complaints procedure as detailed in paragraph 36.4, and the Authorised Officer is kept informed of the progress and any subsequent outcomes/recommendations within the daily Staffing updates and the Contract review meetings detailed in paragraph 51.

36.3 The Authorised Officer will forward any complaints it receives in relation to the delivery of the Service to the Contractor.

36.4 The Contractor's complaints procedure shall include:

a) a clear reporting procedure including categorisation of complaints;

b) providing for a written response to all complaints;

c) a log of all complaints, their investigation and outcome;

d) resolution timescale targets and processes;

e) escalation points with the names/position of those responsible at every level of the process;

f) providing for a report to be submitted to the Authorised Officer on a Monthly basis, of all complaints reported including a summary of their investigation and outcome;

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g) providing for an exception report to be submitted to the Authorised Officer on a Monthly basis, of those complaints that have not been resolved within the agreed timescales; and

h) providing for a report to be submitted to the Authorised Officer on a Monthly basis of those complaints that relate to the Staff's delivery of Service. This report will detail the HCP's name, the nature of the complaint, and any action taken by the Contractor.

36.5 The Contractor shall provide Monthly information on all complaints reported, including analysis of trends and a summary of remedial actions undertaken for any reported complaints. Such records shall be forwarded to the Authorised Officer prior to the quarterly review meeting in the form of a management report for discussion at the Contract review meetings detailed in paragraph 51.

37. ADVERSE INCIDENT

37.1 In the event of an Adverse Incident involving the Contractor the Authorised Officer shall complete an Adverse Incident Report setting out the details of the Adverse Incident.

37.2 The Adverse Incident Report shall be submitted by email to the Contract Manager. It will include details such as location, names of people/Staff involved, interventions required, and free text.

37.3 The Contract Manager has 14 calendar days to respond with their findings in relation to the adverse event.

37.4 Upon return of the Adverse Incident Report the Authorised Officer shall review the Contractor's response to enable them to determine whether the incident is classed as an acceptable Adverse Incident, i.e. adequately identifies the causes of the Adverse Incident, also includes that mitigations are in place to reduce or prevent re-occurrence or an unacceptable Adverse Incident.

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37.5 The decision on the above classification shall be communicated back to the Contract Manager within 14 calendar days.

37.6 Only unacceptable Adverse Incidents shall be monitored in respect of the KPIs.

38. CONTINGENCY ARRANGEMENTS

38.1 The Contractor shall have in place and demonstrate contingency arrangements to ensure the adequate, appropriate, available and timely Service delivery in the case of any:

a) planned or unplanned increases in workload;

b) response to Force and local health contingency plans;

c) failure of the web portal/telephone system (where applicable);

d) adverse weather;

e) staff absences;

f) medical emergencies;

g) any other factors as advised by the Authorised Officer.

39. WORKFORCE ORGANISATION AND STANDARDS

39.1 The Contractor shall have an operational management organisation structure chart, which demonstrates the key operational management roles and responsibilities, reporting relationships and accountabilities which shall be made to the Authorised Officer.

39.2 The Contractor shall demonstrate a clear workforce development plan including:

a) workforce planning;

b) recruitment/retention;

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c) mandatory training (including, but not limited to, infection control, vulnerable adult and child protection safeguarding training, information governance, health and safety, manual handling, risk management training);

d) ongoing education/training programme (including, but not limited to, mental health, learning disability/difficulty, substance misuse, medicines management, court skills and use of colposcope);

e) training on completion of quality documentation and records;

f) appraisals/personal development plans, with an annual review of job descriptions;

g) clinical supervision including an auditable peer review process and GP revalidation process; and

h) the Equality Act 2010 and Public Sector Equality Duty.

40. STAFFING

40.1 The Contractor shall have a detailed Staffing plan that describes the Staffing arrangements to enable the delivery of the Services for the Contract Period.

40.2 The Contractor shall be able to provide a member of Staff of the specified gender where required.

40.3 The Contractor shall supply Staffing rotas published one Month in advance to the Authorised Officer via email. Any changes to this rota shall be communicated immediately to the Authorised Officer.

40.4 The Contractor shall ensure that rotas in paragraph 40.3 are fulfilled to ensure that embedded HCPs are present in the custody suites, and that on-call Staff are available to meet all Service demand.

40.5 The Contractor shall notify the Authorised Officer of any proposed new staff to be employed throughout the Contract Period.

41. RECRUITMENT POLICY

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41.1 The Contractor's recruitment policy, strategies and supporting processes shall promote equal opportunity and anti-discriminatory practice, equity and fairness, communication and involvement and confidentiality to enable them to attract and retain a high quality, competent workforce in adequate numbers, for the Contract Period.

41.2 The Contractor shall ensure that Staff delegated to perform any of the tasks as described within Home Office Circular HOC/020/2003 have the necessary training, qualifications and competence to do so.

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

41.4 The Contractor shall ensure that submissions for re-vetting shall be received at least six Months prior to the expiry of vetting clearance.

41.5 The Contractor shall ensure that all Staff have a face-to-face interview and not a telephone interview with a relevant clinical expert in attendance prior to being employed to deliver Services for this Contract.

41.6 The Contractor shall ensure that Staff provide an appropriate sample for DNA for inclusion on the staff elimination database held by Forensic Service Providers ("FSP"). Staff may be required to provide multiple samples for potentially several FSPs who hold separate staff elimination databases. This is used to identify contamination incidents and is not related to the National Database of DNA samples. Staff shall provide samples prior to the Framework Contract Commencement Date and all future Staff shall provide a sample prior to their commencement of any work providing this Service on this Contract. The Contractor shall make an appointment with the Force for the purposes of fulfilling this obligation.

41.7 The Contractor shall ensure that at recruitment and throughout the Contract Period, the Staff shall:

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a) be mentally and physically capable of providing those Services;

b) have no medical or physical infirmity which may pose a risk to those people who are examined;

c) not be carrying any infection, which may pose a risk to those people who are examined.

41.8 The Contractor shall ensure that all Staff:

a) have proof of ID/residency;

b) hold current UK Driving licence;

c) have vehicle insurance with business use cover if a private vehicle is to be used in the provision of the Services; and

d) have proof of eligibility to work.

41.9 The Contractor shall retain all contact details of its Staff, whether currently employed or not, utilised for the provision of the Service for a period of 6 years after the termination of the Contract howsoever arising.

42. RECRUITMENT AGENCIES

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

42.2 Any use of locum staff shall be authorised by the Authorised Officer before such staff commence work on the Service provision.

42.3 Locum staff shall be GMC/NMC registered and shall be subject to the Staff Vetting Procedures detailed in clause B5.7. Additionally, they will be subject to the same requirements in regard to their training and competence records needing to be presented to the client in advance of any work being undertaken.

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43. SCREENING FOR BLOOD BORNE VIRUSES

43.1 The Contractor shall ensure at its expense that all Staff are appropriately vaccinated for the provision of the Service throughout the Contract Period. This shall include, but is not limited to, immunisation against Hepatitis B, TB and Tetanus.

43.2 To minimise the risk of BBV transmission to both detainees and Staff, the Contractor shall comply with the following health clearance requirements for all Staff who will perform EPPs:

a) Pre-employment BBV screening for all new Staff involved in EPP; and

b) Ongoing BBV screening of all Staff involved in EPPs.

43.3 The Contractor shall have access to appropriate resources and facilities to conduct and undertake BBV screening where required.

43.4 The Contractor shall supply documentary evidence (including dates) of Staff immunisations and tests.

44. QUALIFICATIONS AND REGISTRATION

44.1 **FMEs**: The Contractor shall ensure that all FMEs:

a) are fully registered with the GMC (unrestricted) and have a License to Practise;

b) have a minimum of 3 years training in a relevant specialty (General Practice or Emergency Medicine are desirable) in an approved practice setting following successful completion of foundation training (FY1 and FY2). (Exceptionally there may be some high quality training posts where the degree of supervision is such that less experienced doctors may have the required support to train and work in this field but advice should be sought from the FFLM before such appointments are made);

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c) have been awarded the Diploma of the FFLM (General Forensic Medicine) within two years of taking up their post with the Contractor unless they already are either a MFFLM or FFLM;

d) as Clinical leads shall have Foundation Membership or Membership of the FFLM (General Forensic Medicine) by examination;

e) have current valid training in Immediate Life Support at any given time;

f) note that it is best practice that Doctors who will be carrying out sexual assault examinations have the Diploma in the Forensic and Clinical Aspects of Sexual Assault.

44.2 **Nurses**: As a minimum the Contractor shall ensure that all nurses:

a) are appropriately registered with the NMC;

b) shall be a minimum of AFC band 6 or equivalent;

c) have a minimum of 4 years post qualifying experience;

d) have a minimum of 3 years general practice, accident and emergency, walk in centre, substance misuse, prison healthcare or mental health experience at recruitment (reduced to 2 years for Lot 3 only);

e) have current valid training in Immediate Life Support at any given time; and

f) shall be capable of extended roles including venipuncture.

44.3 All nurses shall have the following skills, which shall be documented to evidence that the training as has been undertaken utilising an accredited course and that the nurse has been assessed as competent to perform these tasks:

a) obtaining forensic samples, both non intimate and intimate;

b) Undertaking minor injuries assessment and treatment;

c) recognised and providing treatment to those with Substance misuse issues;

d) Undertaking mental health assessments;

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e) Nursing leads will have been awarded the Diploma of the FFLM (General Forensic Medicine) within two years of taking up their post with the Contractor if not already obtained.

44.4 **Paramedics:** The Contractor shall ensure as a minimum that all paramedics:

a) are trained and hold an accredited paramedic qualification;

b) have four years post qualifying experience;

c) have relevant experience in at least one of the areas of front-line critical work within an Ambulance setting, Out of Hours Doctors On Call Services, General Practice placements, Emergency Care Practitioner or triage and treatment within an Accident and Emergency Department.

44.5 The Contractor shall ensure that all paramedics are adequately trained utilising an accredited course and assessed as competent to perform these tasks:

a) obtaining forensic samples, both non intimate and intimate — within 3 Months of taking up their post with the Contractor if not already obtained; and

b) use of skin glue and steristrips within 6 Months of taking up their post with the Contractor if not already obtained.

44.6 The Contractor shall ensure that where the paramedic is newly recruited (i.e. with less than 6 Months Service on the Contract), then there shall also be Staff on duty to undertake the duties set out in paragraph 44.3(a) and (b).

44.7 The Contractor shall ensure that at all times there is Staff in Force who can undertake the duties in paragraph 43.5(a) and (b).

44.8 The Contractor shall follow the FFFLM Quality Standards for Nurses and Paramedics May 2016 (as amended, extended and/or replaced).

45. OTHER ACCREDITATION AND CRITERIA

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45.1 Staff shall be and shall remain throughout the Contract Period covered by a current and valid policy of indemnity acceptable to the Authorised Officer and which shall be produced for inspection. This shall show confirmation of premiums paid, providing insurance against any liability that may occur as a result of:

i. appointment as an HCP;

ii. the performance of or failure to perform any duty as a HCP;

iii. any act or omission connected with the provision of HCP Services.

45.2 All FMEs throughout the Contract Period shall remain registered with the GMC and have a license to practice as a medical practitioner. Proof of registration shall be provided if required by the Authorised Officer. FMEs shall engage in annual appraisal and revalidation.

45.3 All nurses throughout the Contract Period shall remain registered with the NMC. Proof of registration shall be provided if required by the Authorised Officer.

45.4 All paramedics throughout the Contract Period shall remain registered with the HCPC. Proof of registration shall be provided if required by the Authorised Officer.

45.5 The Contractor shall provide training and education for HCPs to ensure they are clinically competent and fulfil the training and development needs of their professional bodies, the Force, the Contractor and the requirements of the Contract.

45.6 The Contractor shall ensure paramedics are awarded the Licentiate of the Faculty of Forensic and Legal Medicine (General Forensic Medicine) or UKAFN Advanced Standards in Education and Training (ASET) within three years of taking up their post with the Contractor.

46 INDUCTION AND TRAINING

46.1 The Contractor shall implement a comprehensive induction programme for all Staff that will support their workforce strategy and the delivery of the Services. Further, Staff shall engage in any Force/third party training that the Force considers necessary,

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including, but not limited to, training in respect of the SARC quality management system for any Staff allocated to Lot 4.

46.2 The Contractor shall also ensure that every Staff member is trained and assessed as competent during induction and throughout the Contract Period, in the following:

a) administering Immediate Life Support;

b) use of automated external defibrillators;

c) notes and statement writing (including from contemporaneous notes);

d) data protection;

e) consent/confidentiality/disclosure;

f) interpersonal skills;

g) introductory Course in Clinical Forensic Medicine (Accredited);

h) golden hour and prevention of cross contamination of evidence;

i) substance misuse training;

j) courtroom skills;

k) mental Health;

l) safeguarding (level 3);

m) use of screening tools for drug and alcohol use, learning difficulties/disability, mental health;

n) where relevant the Equality Act 2010 and the Public Sector Equality Duty, in relation to detainees with protected characteristics;

o) equipment personal safety;

p) phlebotomy to enable blood samples to be taken both at hospital and in custody or SARC centres;

q) conflict resolution and breakaway technique;

r) forensic Samples;

s) use of colposcope in the case of sexual assault examinations;

t) assessment and recording of physical injuries;

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u) regional geography;

v) access to justice;

w) brief intervention.

46.3 Additionally, the following training and competencies are required for Lots 1, 2 and 3 throughout the Contract Period:

a) medical aspects of Fitness to be Detained and Fitness to be Interviewed;

b) understand appropriate behaviour in the custody environment i.e. examination sites including doctors room and cells and scenes of crimes;

c) the role of the HCP when attending scenes of sudden death;

d) the role of the HCP in sudden death including Death in Custody;

e) assessments under the Road Traffic Act 1988 and ensuing procedures;

f) assessment and recording of physical injuries;

g) taser and incapacitant spray;

46.4 The induction plan and any training plans of each Staff member shall be made available to the Force upon request within 14 days, or sooner if requested by the Force. Records shall be updated annually at a minimum and may be audited by the Authorised Officer as required.

47. CLINICAL STAFF SUPERVISION

47.1 The Contractor shall ensure that appropriate arrangements are in place for the supervision of all Staff.

47.2 The Contractor shall assess the practical competency of all Staff by having a competency assessment process that shall include, but not be limited to, maintaining Staff employee training records, continuous professional development, peer reviews, regular one to ones and annual appraisals.

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47.3 The Contractor shall ensure Staff have immediate access to an experienced doctor with MFFLM for advice about clinical and ethical matters. This shall include clinical management to oversee the clinical aspects of the Contract for the management, welfare and skills of Staff.

47.4 For FMEs, this shall include conducting reviews of each other's performance once a Month to assess their own work, discussing clinical outcomes and specific cases of clinical importance for the team. The Contractor shall ensure that this process is conducted in line with good audit practice which means that this area of business will be subjected to an audit process to check and test that the reviews are being undertaken and documented. For Lot 4, this audit process is part of the QMS.

48. CONTINUING PROFESSIONAL DEVELOPMENT

48.1 The Contractor shall ensure there is Continuous Professional Development ("CPD") for its Staff, and shall implement a CPD plan which shall include:

a) ensuring that Staff are appropriately skilled, trained and competent to carry out the roles required of them for the Contract Period. This shall include annual refresher training in forensic sample collection, Immediate Life Support and defibrillator use for Staff;

b) Lot 1, 2 and 3 only: Training Staff in Post Taser Procedures and Section 4 Blood Samples;

c) ensuring the safe, correct and up to date operation of all systems, processes, procedures and Equipment;

d) responding to individual training needs arising from Staffs' performance appraisal and clinical supervision;

e) responding to the individual professional development needs of Staff;

f) supporting workforce strategies;

g) complying with the provisions of equal opportunities and anti-discriminatory employment legislation;

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h) meeting the requirements of professional bodies for re-registration and revalidation;

i) ensuring the Force requirements in this Contract are met e.g. forensic work and safety/security;

j) providing courts scenario training;

k) providing refresher training in all areas detailed in paragraph 46.2.

49 PERFORMANCE

49.1 The Contractor shall have in place a performance management policy and a performance appraisal system that supports their proposed workforce strategy and complies with all applicable legislative and prescribed requirements.

49.2 The Contractor shall ensure that their performance appraisal system is compatible with any requirements of the regulatory bodies for revalidation and re-registration.

49.3 The Contractor shall manage the conduct and performance issues of Staff and shall ensure that Staff have regular performance appraisals.

49.4 The Contractor shall ensure that performance, conduct and revalidation of Staff is monitored by a person/s in the role of "Responsible Officer/s" (in accordance with and as defined in the Medical Profession (Responsible Officers) Regulations 2010). Where Staff are accountable to Responsible Officers in a separate organisation, the Contractor shall supply the Authorised Officer with the relevant Responsible Officer contact details.

49.5 The Contractor shall provide Staff with uniform and/or identification which shall be worn when providing the Services.

49.6 Staff shall be issued with an official pass prior to their commencement of the Services. The Contractor shall ensure that immediately upon the termination of a Staff's involvement in the Contract, that Staff return their official pass and any property of the Force then in their possession to the Authorised officer.

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49.7 The Contractor shall have robust Human Resource policies to deal with absence management, poor performance, bullying and harassment, grievance and disciplinary issues and situations where Staff breaches the Force policy or regulations.

50 MANAGEMENT INFORMATION AND REPORTING REQUIREMENTS

50.1 The Contractor shall note that management information shall be agreed with the Contractor during the implementation of the Contract, but an indication of the information that will be required is provided in the Monitoring Schedule.

50.2 The Contractor shall comply with the requirements of the Performance Criteria Schedule.

50.3 The Contractor shall supply to the Authorised Officer an Annual Report for the Services on the anniversary of Commencement Date. The Annual Report shall provide a comprehensive overview of activity and performance of the Service over the preceding twelve Months and planned activity for the following twelve Months.

51 CONTRACT REVIEW AND OTHER MEETINGS

51.1 The Contractor shall ensure that the resource is in place to meet the following minimum Contract review requirements:

a) Monthly Contract review meetings;

b) Quarterly Contract review meetings;

c) Monthly report from Contractor detailing performance as identified in the list of KPI's or as varied from time to time;

d) Ad-hoc operational meetings as required by the Authorised Officer.

51.2 The Authorised Officer may vary the Contract review requirements where they deem it appropriate and upon reasonable notice.

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51.3 The Authorised Officer will make the necessary arrangements for the above meetings, which will be held at premises determined by the Force. A record of all meetings shall be made by the Contractor and supplied to and approved by the Authorised Officer.

51.4 The Contractor shall agree the agenda for the Contract review meetings and any other meetings as appropriate in advance with the Authorised Officer.

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Part 4. Pricing Schedule



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Part 5. Performance Criteria Schedule

Key Principles

1.1 Throughout the Contract Period, the Contractor shall supply Services that meet or exceed the standards set out in the Key Performance Indicators ("KPI's") described in the section below (headed "Key Performance Indicators") and take corrective action in the event of failure to meet those standards.

1.2 The Contractor shall provide Monthly reports (in accordance with the section below headed "Reporting Obligations") summarising the performance achieved by the Contractor against the KPI's.

1.3 Where the Contractor fails to meet the required performance standard against a KPI, the Contractor shall accrue "Performance Points" in the manner described in the section headed "Key Performance Indicators" below.

1.4 Where the number of Performance Points accrued in a particular period exceeds certain levels, as set out in the following sections of this Schedule, the consequences may include:

(a) the preparation and implementation of a "Service Rectification Plan"; and/or

1.5 The remedies set out in this Schedule for failure to meet the KPI's are not intended to be the Commissioner's exclusive remedy for any such failure and shall be without prejudice to any other right or remedy to which the Commissioner may be entitled, whether under other express provisions of the Contract, under the general law or otherwise.

Key Performance Indicators

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1.6 Each of the following KPI's shall be measured on a Monthly basis and accordingly relate to the standard of performance that is required, in respect of the relevant tasks or activities for the Lot, over any one Month:

KPI Number	KPI Title	Required Standard of Performance	Applicable to:				Basis on which Performance Points accrue
			Lot 1 (SWP)	Lot 2 (GWP)	Lot 3 (DPP)	Lot 4 (SARC)	
KPI2	**Number of HCP's on duty in relation to full Service delivery and Staffing, i.e. 'Rota Coverage':** *The Contractor shall ensure Staff attend all shifts (where embedded) or are available on call (where not embedded), and paragraph 40.4 of the Specification.*	100% compliance	No	Yes	Yes	Yes	2 Performance Points per every percentage point under the minimum criteria of 100% attendance rate based on the following scale:. 99% - 2 points 98% - 4 points 97% - 6 points 96% - 8 points 95% - 10 points 94% - 12 points 93% - 14 points 92% - 16 points 91% - 18 points 90% - 20 points 89% - 22 points 88% - 24 points 87% - 26 points 86% or below - 30 points

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KPI3	**Percentage of Service requests responded within the Attendance Times:** *With the exception of "Declaration of ROLE" (which has a separate KPI11) the Contractor shall adhere to the Attendance Times detailed in paragraph 7 of the Specification.*	95% compliance	Yes	Yes	Yes	Yes	2 Performance Points per every percentage point under the minimum criteria of 95% compliance based on the following scale: 94% - 2 points 93% - 4 points 92% - 6 points 91% - 8 points 90% or below - 10 points
KPI4	**Service User gender specific Request:** *The Contractor shall ensure that requests for specific gender Staff by the Service User are accommodated, as per paragraphs 3.8, 11.1.b), 25.1.c) and 40.2 of the Specification.*	100% compliance	Yes	Yes	Yes	Yes	10 Performance Points for each and every instance that the Contractor is not able to accommodate a request for specific gender Staff.
KPI5	**Calls answered within 60 seconds:** *All calls shall be answered within 60 seconds, as per paragraph 6.4 of the Specification.*	100%	Yes	Yes	Yes	No	1 Performance Points per every percentage point under the minimum criteria of 100% compliance based on the following scale: 99% - 1 points 98% - 2 points 97% - 3 points 96% - 4 points 95% or below - 5 points

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KPI6	**Time taken for Staff to respond to requests for telephone advice.** *Respond within 20 minutes for a request for telephone advice from time of placing the telephone call as per 9.3 of the Specification.*	20 minutes	Yes	Yes	Yes	No	5 Performance Points for each and every response received outside of 20 minutes
KPI7	***Statements:*** *Statements shall be provided within timescales of paragraph 31.3 of the Specification*	95% compliance	Yes	Yes	Yes	Yes	5 Performance Points for each and every statement not provided within the required timescales.
KPI8	**Complaints:** *All complaints handled within timelines as laid down in the Contractor's Complaints policy detailed in paragraph 36.*	100% compliance	Yes	Yes	Yes	Yes	10 Performance Points for each and every complaint not handled within agreed timelines.
KPI9	**Adverse Incidents:** *The Contractor shall ensure that all Adverse Incidents are responded to with a report that is deemed acceptable by the Authorised Officer, as per paragraph 37 of the Specification.*	100% acceptable Adverse Incidents reports	Yes	Yes	Yes	Yes	5 Performance Points for each and every unacceptable Adverse Incident.
KPI10	**Training Records:** *The Contractor shall maintain up to date training records of all Staff, as detailed in paragraph 46 of the Specification.*	100% Compliance	Yes	Yes	Yes	Yes	10 Performance Points for each and every incomplete or out of date training record identified in the Month

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Reporting Obligations

1.9 The Contractor shall ensure that it has appropriate systems and procedures in place in order to capture and report on compliance with KPI's as required by this Schedule.

1.10 Within 10 Working Days after the end of each Month, the Contractor shall deliver to the Commissioner a management report detailing performance in respect of each KPI ("Monthly Service Report") during that Month. Each such report shall be in the format reasonably specified by the Commissioner, shall identify any failures to meet a particular KPI during the relevant Month and shall include relevant "Explanatory Statements" in relation to any such failures describing why, in the reasonable opinion of the Contractor, the failure occurred and the steps that the Contractor proposes to take to avoid any recurrence of that failure.

1.11 In order to verify the accuracy of any Monthly Service Report:

(a) the Contractor shall promptly provide the Commissioner with such additional information and/or supporting documentation as the Commissioner may reasonably request from time to time;

(b) if requested to do so, the Contractor shall permit representatives of the Commissioner to have access to the Contractor's premises for the purposes of inspecting records and other information held by the Contractor in relation to the Services.

1.12 The Commissioner may provide representations and/or comments on any Explanatory Statement. The Contractor shall take reasonable account of all such comments and/or representations and shall fully implement any actions set out in the Explanatory Statement.

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Service Rectification Plan

1.11 Where:

(a) Lot 2 (KPI2 ONLY)- - the number of Performance Points accrued in a Month exceed 10; or the number of Performance Points accrued over any three consecutive Months exceeds 26 in aggregate;

(b) Lot 2 (KPI 3-10 ONLY)- the number of Performance Points accrued in a Month exceed 40; or the number of Performance Points accrued over any three consecutive Months exceeds 60 in aggregate;

the Contractor shall prepare a formal written rectification plan ("Service Rectification Plan") to satisfy the Commissioner that the Contractor is taking, or will imminently take, all necessary steps to improve future performance and minimise the risk of repeated poor performance.

1.12 The Service Rectification Plan shall, as a minimum, contain the following information:

(a) identification of the scale of the problem and the steps that the Contractor proposes to take, or is taking, to rectify its performance including all failures to perform the Services in accordance with the KPI's; and

(b) a statement as to how success in implementing the Service Rectification Plan will be measured; and

(c) a statement as to the timescales within which the Service Rectification Plan will be implemented; and

(d) such other information as may be reasonably required.

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1.13 The Service Rectification Plan shall be signed by the Contract Manager and submitted to the Commissioner for Approval by no later than 17:00 on the fifth Working Day following (but excluding) the day of submission of the Monthly Service Statement in which the Performance Points are accrued to reach the thresholds set out in paragraph 1.13 above.

1.14 The Commissioner shall give its Approval or, if not approved, any comments on the Service Rectification Plan as soon as reasonably practicable and in any event within 10 Working Days from and including the date of its submission. Failure to respond shall be deemed Approval. Where the Commissioner decides not to approve the Service Rectification Plan, the Contractor shall make such amendments to the Service Rectification Plan as may reasonably be required by the Commissioner and shall re-submit the Service Rectification Plan for Approval within 5 Working Days from and including the date upon which the Commissioner notifies its request.

1.15 If the Contractor fails to implement the Service Rectification Plan fully in accordance with its terms (including timescales) then, without prejudice to any other right or remedy the Commissioner may have, the Commissioner may treat such failure as a material breach of the Contract that is incapable of remedy and that accordingly provides grounds under clause H2 of the Contract for the Commissioner to terminate the Contract with immediate effect on giving notice to the Contractor.

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Part 6. Monitoring Schedule

1. Monitoring Information:

1.1 Monitoring information shall be provided to the Authorised Officer by the 10th of the Month in respect of the preceding Month.

1.2 The following information shall be reported Monthly for Lots 1, 2 and 3:

Measure	Detail
Number of detainees seen by an HCP (by Custody Suite).	Contractor to report on number of detainees seen by location
Identified Conditions	Contractor to report on: • Number of detainees with an identified mental health condition • Number of detainees with an identified substance misuse issue
Assessment Type	Contractor to report on: • Number of fitness to detain assessments • Number of fitness for interview assessments • Number of fitness for release assessments • Number of fitness to travel assessments
Referrals (adults)	Contractor to refer detainees where appropriate. The Contractor shall note from which Premises the referral was made, and to which onward service. Data to include: • Number of detainees referred to a mental health service • Number of detainees refusing referral to a mental health service • Number of detainees already working with a mental health service • Number of detainees referred to a drug service • Number of detainees refusing referral to a drug service • Number of detainees already working with a drug service • Number of detainees referred to an alcohol service

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	• Number of detainees refusing referral to an alcohol service • Number of detainees already working with an alcohol service
Referrals (Children and Young People)	Contractor to report on number of children/young people seen, screened and referrals per Month, and number of referrals made.
Adverse Incidents (reporting)	Contractor to report to the Authorised Officer a summary of all Adverse Incidents in the Month, including associated remedial actions to prevent re-occurrence,
Service Usage Data	Contractor to provide Service usage data by location and day/time of day Provision via a visual 'heat map' is preferred.

2. Continuous Improvement

1.1 The Contractor shall have an ongoing obligation throughout the Contract Period to identify new and potential improvements to the Services with a view to reducing the Commissioner's costs and/or improving the quality and efficiency of the Contract.

1.2 The Contractor shall adopt a policy of continuous improvement in relation to the Services to which it will regularly review with the Commissioner's representative. The Contractor and the Authorised Officer shall provide to each other any information which may be relevant to assisting in fulfilling this requirement.

1.3 The Contractor shall produce within 6 months following the Commencement Date a plan for improving the provision of the Services and/or reducing the Commissioner's costs (without adversely affecting the performance of this Contract) during the first (1st) Contract Year ("Continuous Improvement Plan"). In subsequent years, the Contractor shall submit the Continuous Improvement Plan within the first Month of each Contract Year.

1.4 The Continuous Improvement Plan shall include proposals in respect of the following:

a) identifying the emergence of relevant new and evolving technologies;

b) changes in business processes of the Contractor or the Commissioner and ways of working that would provide cost savings and/or enhanced benefits to the Commissioner;

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c) new or potential improvements to the provision of the services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanism and support services in relation to the Service; and

d) measuring and reducing the sustainability impacts of the Contractor's operations and supply-chains, and identifying opportunities to assist the Commissioner in meeting their sustainability objectives.

1.5 The Contractor and Authorised Officer shall agree to meet as soon as reasonably possible following the submission of the Continuous Improvement Plan. The Contractor's progress against the Continuous Improvement Plan shall be reviewed at each Contract Review Meeting.

1.6 The Contractor shall update the Continuous Improvement Plan as and when required but at least once every 6 Months.

1.7 The Contractor shall provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Contractor shall provide any further information as requested by the Authorised Officer.

1.8 The Contractor shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan.

1.9 If the Commissioner wishes to incorporate any improvement identified by the Contractor in accordance with this Monitoring Schedule, this shall be implemented by following the procedure detailed in respect of Variations in clause F3.

1.10 Should the Contractor's costs be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Commissioner by way of a consequential and immediate reduction in the Contract Price.

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Part 7. Commercially Sensitive Information Schedule

Subject to clause E4 of the Terms and Conditions of Contract, the following has been identified as Commercially Sensitive Information by the Contractor:

Basis of Commercial Sensitivity

The Freedom of Information Act S.41 (Confidentiality) and S.43 (Prejudicial to Commercial Interests) provide legal exemptions where information provided to a public body is commercially sensitive and which would not ordinarily be disclosed to a third party or member of the public by the Contractor.

Granting access to this information would commercially prejudice the Contractor by making public their unique selling propositions, trade secrets and know-how which they have spent many years developing, and would significantly deter competition in this market.

The information in this bid has been shared with the Commissioner on a confidential basis for the purpose of this opportunity only. The information listed in the table below is both confidential and commercially sensitive in nature:

Exempted Information	**Time period for exemption**
Detailed pricing and costing information (including insurance costs) of the Contract.	Until 12 months after the expiry of the Contract.
Information relating to any third-party terms of supply.	
Staffing/resourcing, especially numbers of staff, role/job descriptions, salaries and terms and conditions of employment, shift patterns and working practices. However, nothing in this response to tender shall act to override the Contractor's obligation under TUPE and the provision of anonymised data on Contract exit.	
The Contractor's delivery model as detailed within the response to tender, including the Contractor's technical submission.	

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Details of the Contractor's IT delivery solution.	
Business Continuity and Disaster Recovery Plans, subject to the need to share such plans for the purpose for which were created.	
Contractor financial reports and financial data provided to the Commissioner in accordance with the requirements in the Contract, including any financial information relating to its parent company.	
The Contractor's insurance certificates, subject to the need to share this information with the Commissioner's insurance advisers on a confidential basis.	

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Part 8. Vetting Schedule

The highest scoring Tenderer shall be required to undergo vetting of all its staff, involved in the Contract (any current vetting certification will continue until expiry). An example vetting form is available within the "Attachments" area of the eTenderWales website. This form will be issued following evaluation in order to be completed by the individuals that will be providing the Services. These individuals must pass the Staff Vetting Procedure prior to Contract Award.

The Vetting form is subject to change by the Commissioner.

Following evaluation, should the highest ranked Tenderer's staff appointed to work on this Contract not pass the Staff Vetting Procedure, the Commissioner reserves the right to award the Contract to the second highest Tenderer ranked, subject to that Tenderer's appointed staff passing the Staff Vetting Procedure and having the clearance confirmed. The Commissioner may continue through the Tenderers as appropriate and in its sole discretion.

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Part 9. Change Control Schedule

Date

Change Control Number

The parties to the Agreement are:

(1) **POLICE AND CRIME COMMISSIONER FOR GWENT of [INSERT ADDRESS OF COMMISSIONER]** of the one part (the "Commissioner"); and

(2) **MITIE CARE AND CUSTODY LIMITED** (Company Registration Number ***) of [CONTACTOR ADDRESS] of the other part (the "Contractor").

WHEREAS

1. The Commissioner entered into an Agreement with the Contractor dated 202[x]_in relation to the provision of Forensic Medical Services for Custody and Sexual Assault Referral Centres (the "Agreement").

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2. Both parties wish to vary the Services of the Agreement by making the following amendments:

Details of changes Impact on Contract Price

In all other respects, the provisions of the Agreement shall remain in full force and effect.

Signed by ……

Print Name …….....

On behalf of the Police and Crime Commissioner for [insert]

Signed by …….

Print Name ……...

On behalf of MITE CARE AND CUSTODY LIMITED

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Part 10. DATA PROTECTION SCHEDULE

Description	Details
Subject matter of the processing	Services delivered by Mitie C&C include but are not limited to the provision of healthcare and/or forensic examinations to: • Persons attending Police Custody, as detainees or voluntary attendees, who require assessment, healthcare and/or forensic examination. • Out of Custody requirements, i.e., hospital attendance, scenes of sudden death, other Force premises. • Potentially, Victims, police officers and police personnel who may require treatment and/or forensic examination. Custody visitors and members of the public requiring immediate life support. • Potentially, Healthcare Professionals as providers of the above healthcare/forensic services.
Duration of the processing	Ongoing until end of contract.
Nature and purposes of the processing	Mitie C&C healthcare staff provide critical health assessment services to aforementioned groups above. Additionally, Mitie C&C staff will be taking forensic samples from detainees at the request of the commissioners for criminal investigations. Without these services, the Force is unable to meet its responsibility to provide healthcare to those presenting in custody (or other locations.) **SystmOne** - All personal data relating to detainees' health is stored on SystmOne and is solely accessed by Mitie C&C healthcare professionals. All data is stored in UK data centres. **Service User Management System (SUMS)** - Mitie C&C introduced SUMS to manage and record Service Users involvement with medical and support services provided by Mitie C&C and its partners. This is a web-based system accessed via a URL and hosted in Azure ISO 27001 data centres. SUMS does not record identifiable personal data of the service user and the system will not be able to identify an individual's request i.e., by their name etc. as the data is completely anonymised.

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	SUMS is used to capture requests that come in from the Police when a detained person needs to be seen by a clinician from beginning to closure of the engagement. No clinical data is collected. There are warnings in free text areas to prevent input of sensitive clinical data. The custody reference number is provided by the police and used as a unique identifier across police systems, SUMS, and SystmOne. Medical records are not recorded in SUMS, only the type of assessment conducted on behalf of the Police is recorded in SUMS. Mitie C&C records on SUMS if the detained person is vulnerable i.e. is a child/young person, has been in custody 3 or more times in the last 6 months or is a military veteran, but the information regarding what referrals have been made to which external services would be recorded in SystmOne. **Paper Copies of Medical Notes** - physical notes that are taken with regards to detainee health intervention are placed in boxes, sealed, and stored securely in the medical room. Mitie C&C use Secure Data Management (SDM) to transport and secure paper copies of medical notes. Documents are stored in an ex-MOD bombproof warehouse located near Swindon and are fully gated compounds with CCTV, local police, and alarms in place, ensuring 24/7 monitoring. There is an audit trail on the SDM portal for all archived records, which details the date the request was booked, date collected, date archived, etc. This is managed by Mitie C&C's Police Services Admin Team and Contract & Partnership Managers/Clinical Leads.
Type of Personal Data	Mitie C&C will have access to detainee personal data as part of the medical assessment of detainees presenting in custody. While working with Force employees, they will also have access to Force personal information as below: The following data will be processed – this may include detainees/visitors and/or Force employees: • Names

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	• Addresses • D.O.Bs • Health data • Custody Reference Numbers • Criminal records (from a healthcare perspective incl. Warning Markers) • Email addresses • Telephone numbers • Warrant Numbers/Employee IDs (includes name, collar number, rank, email and telephone number (if required)). • Special category data • Job titles (i.e. rank of police officers involved) • Forensic sample details including sample taken.
Categories of Data Subject	• Persons suspected of having committed or being about to commit a criminal offence • Persons convicted of a criminal offence • Persons who are or may be victims of a criminal offence • Witnesses or other persons with information about offences • Children or vulnerable individuals • Employees (current and former) The following special category data will also be processed: • Race • Ethnic origin • Genetic data • Biometric data • Health
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	SystmOne – Mitie C&C align with NHS Retention and Disposal Schedules (https://www.england.nhs.uk/publication/corporate-records-retention-disposal-schedule-guidance/) SystmOne / NCRS - SCR data in identifiable form is read only, controlled by NHS Digital and updated by GP's. As the controller of this data is NHS digital they state that there is no intention to destroy it. TPP is the NHS licence holder for SystmOne. The following are TPP's minimum retention periods for audit logs that have a security purpose: *System and facilities access logs (user-identifiable access events) 6 years. *Patient-data related events 26 years;

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	*Retention periods for patient data will be guided by the NHS Records Management - Code of Practice and the instructions of the relevant Data Controller. Paper copies of medical notes - Mitie C&C align with NHS Retention and Disposal Schedules (https://www.england.nhs.uk/publication/corporate-records-retention-disposal-schedule-guidance/)

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Part 11. Security Requirements

The highest scoring Tenderer shall be required to complete and return the Security Requirements form, available within the "Attachments" area of the eTenderWales website.

This form is subject to change by the Commissioner.

This form will be issued following evaluation for completion by the successful Tenderer. Should the successful Tenderer's response to the Security Requirements form be deemed unsatisfactory by the Commissioner's Security Team then the Commissioner reserves the right not to award the Contract if any issues cannot be resolved. The Commissioner reserves the right to then invite the second-highest scoring Tenderer to complete the 'Supplier Questionnaire'. The Commissioner reserves the right to continue this process as appropriate and within its discretion.

1. General

1.1 The Contractor shall ensure where applicable, and unless otherwise agreed between the parties, Staff comply with:

(a) the Code of Practice on the Management of Police Information (July 2005);
(b) the Police ICT Community Code of Connection (2013);
(c) the Government Protective Marking Scheme (GPMS);
(d) the Government Security Classification (GSC);
(e) the Force Information Security Policy (FISP);
(f) the Force Information Assurance Guidance;

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(g) CESG Good Practice Guides; and

(h) HMG IA Standards;

copies of which are available upon request from the Authorised Officer.

2. Security Incident Management and Reporting

2.1 The Contractor shall appoint a named individual to liaise with the Commissioner on all matters related to security and DPA issues and shall advise the Commissioner should another person be appointed to undertake that role.

2.2 The Contractor shall report, without unreasonable delay, any loss of records, documents, discs, tapes, equipment, or other items within its care or custody containing information relating to the Service and/or belonging to the Commissioner. The Contractor shall likewise report any other loss or damage to any other assets of the Commissioner within its care or custody. This should be reported to the Authorised Officer.

2.3 The Contractor shall report, in appropriate detail and without undue delay, any security incident, or suspected security incident (including loss of integrity or availability) involving information relating to the Service and/or belonging to the Commissioner under the management and control of the Contractor; or any weakness in computer systems or procedures identified by the Contractor which might give rise to such an incident. Both parties hereby agree that the information and related reports provided about such incidents shall be protected on a need-to-know basis, and the documentation of these matters shall be protected against unauthorised disclosure.

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2.4 The Contractor shall, in the case of a security incident or suspected security incident, take such reasonable action as the Contractor may consider necessary, or as is reasonably required by the Commissioner, having regard to all the circumstances, to contain the incident or reduce the impact of the incident. The Contractor shall take reasonable steps to avoid the destruction of any evidence that might assist in any subsequent investigation.

3. Data Sovereignty

3.1 The Contractor shall ensure data provided by the Commissioner or used by the Contractor in connection with the Service will be stored on U.K. based data centres and ensure this is also extended to back up storage.

1.2 The Contractor shall ensure that data centres used for the storage of data provided by the Commissioner or used in connection with the Service shall maintain annual accreditation to approved industry standard ISO27001 and NCSC Ten steps to Cyber Security. https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security

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PART 12 – Premises List

Lot 2 Premises

Location	Address	Number of Cells
Ystrad Mynach	Caerphilly Road, Hengoed CF82 7EP	31
Newport Central	1-3 Cardiff Road, Newport NP20 2EN	28

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Part 13 – Historical Data

Lot 1 – South Wales Police

The below table provides the total Monthly calls by type across the four South Wales Police sites detailed in the Premises List. The second table provides further information on the split of those calls by Premises. 'Other' includes calls made off Premises including at home addresses, hospitals and sudden death locations.

	Custody	Forensic	Road Traffic Samples	Sudden Death	Telephone Advice	MONTHY TOTAL
Jan-23	1315	35	107	19	15	1491
Feb-23	1325	26	92	10	23	1508
Mar-23	1462	36	82	9	21	1646
Apr-22	1186	31	76	11	25	1350
May-22	1335	40	96	8	18	1528
Jun-22	1307	27	119	10	29	1523
Jul-22	1492	36	103	4	31	1695
Aug-22	1349	34	103	2	23	1545
Sep-22	1327	32	88	4	12	1498
Oct-22	1506	28	94	5	22	1676
Nov-22	1330	39	99	6	36	1543
Dec-22	1384	28	126	34	26	1625
Annual Total	16318	392	1185	122	281	18628

Bridgend	Cardiff	Merthyr	Swansea	Other
12%	41%	21%	24%	2%*

** 'Other' includes calls made off premises including at home addresses, hospitals and sudden death locations.*

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Lot 2 – Gwent Police

Accurate usage figures for Gwent are unavailble under the current service provision. It has been agreed that the usage figures provided for Cardiff Bay in the South Wales Police data above would be representative of the volume of usages across the two Gwent Police Premises.

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PART 14. Legislation and Guidance

1. Medical advice must be independent to the investigative process and in accordance with relevant Laws, legislation, guidance and identified best practice.

2. In delivering the Services the Contractor, as a minimum, must comply at all times with the following legislation, guidance and/or identified best practice, as presently constituted, amended or replaced or as later updated. This list is not exhaustive and the Contractor shall respond to all new and emerging relevant Laws, guidance and identified best practice which relate but not limited to the health and wellbeing of detainees and victims of sexual assault:

   a) Police and Criminal Evidence Act 1984 (PACE): Code of Practice C Section 9 deals with the care and treatment of detained persons. Paragraphs 9.5 – 9.17 refer to the clinical treatment, attention to and documentation for detained persons. Notes of guidance in respect to this section of the Code are provided at paragraphs 9A to 9H. Further specific attention is drawn to the following:

      Annex A – intimate and strip searches

      Annex E – summary of provisions relating to mentally disordered and otherwise mentally vulnerable people

      Annex G – fitness to be detained

      Annex H – detained person: observation list

      Annex K – x-rays and ultrasound scans

   b) College of Policing: Authorised Professional Practice – Detention and Custody

   c) Road Traffic Act 1988 including Section 7A as amended by Section 56 Police Reform Act 2002

   d) Criminal Justice & Immigration Act 2008

   e) Terrorism Act 2000

   f) Police (Conduct) Regulations 2012

   g) Police (Complaints and Misconduct) Regulations 2012

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h) Police Complaints Commission (Complaints and Misconduct) (Contractors) Regulations 2015

i) Home Office Manual of Guidance for the Preparation of Case Files

j) The Faculty of Forensic and Legal Medicine Publications

k) The Medicines Act 1968 (as amended)

l) The Misuse of Drugs Act 1971

m) The Misuse of Drugs Regulations 2001;

n) The Prescriptions Only Medicines (Human Use) Amendment Order 2003

o) Patient Group Directions and the appropriate professional code of conduct; MHRA Guidance

p) Home Office Circular 20/2003 (as amended or replaced from time to time)

q) Mental Health Act 1983 (as amended)

r) Mental Health Act 1983 Code of Practice

s) Mental Health (Wales) Measure 2010

t) Mental Capacity Act 2005 (as amended)

u) Working Time Regulations 1998 (as amended)

v) Health and Safety at Work Act 1974

w) Management of Health and Safety at Work Regulations 1999

x) Equality Act 2010

y) GMC and NMC Professional Codes of Practice

z) The Medical Profession (Responsible Officers) Regulations 2010

aa) All applicable additional guidance from:

i. College of Policing

ii. NPCC

iii. South Wales Police, Gwent Police and Dyfed Powys specific policies and procedures

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iv. Current standard NHS requirements and all other relevant guidelines including NHS Wales and Welsh Government; and

v. Independent Police Complaints Commission

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PART 15. LGPS Pensions

LGPS PENSIONS

1. Definitions

1.1 **In this Schedule, the words and phrases used shall have the following meanings:**

"Administering Authority" means Torfaen County Borough Council acting in its capacity as the administering authority (as defined in the LGPS Regulations) of the Greater Gwent (Torfaen) Pension Fund.

"Admitted Body" means an admitted body for the purposes of the LGPS Regulations.

"Admission Agreement" means an agreement for the purposes of Schedule 1 and Part 3 of Schedule 2 of the LGPS Regulations.

"Eligible Employee(s)" means the employee(s) listed at Annex 1 and the LGPS Admission Agreement who are either active members of LGPS on the Commencement Date or who, immediately before the Commencement Date, have an existing or contingent right to join the LGPS and subsequently opt to join the LGPS, in both cases for so long as they are employed in connection with the provision of the Services.

"LGPS" means the Local Government Pension Scheme (being the scheme established pursuant to regulations made by the Secretary of State in exercise of powers under sections 7 and 12 of the Superannuation Act 1972) as amended from time to time.

"LGPS Regulations" means the Local Government Pension Scheme Regulations 2013 (SI2013/2356) as amended from time to time.

"Pension Review Date" means:

(a) the Commencement Date;

(b) the first day of each financial year following the Commencement Date;

(c) the date that any contribution rate is revised under the terms of the Admission Agreement.

"Relevant Transfer" means a relevant transfer for the purposes of TUPE.

2. Contractor to become an Admitted Body

2.1 The Contractor undertakes to apply for Admitted Body status as set out in clause 2.2 below and otherwise in this Schedule.

2.2 The Contractor shall use best endeavours to ensure that it and each Sub-Contractor which employs any Eligible Employee from the Commencement Date becomes an Admitted Body and that, with effect from and including the Commencement Date, the Contractor and each Sub-Contractor will execute an Admission Agreement and it shall use its

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best endeavours to procure that it and/or each relevant Sub-Contractor shall remain an Admitted Body throughout the term of the Contract.

3. Admission Agreement

3.1 The Commissioner and the Contractor acknowledge and agree that they shall procure the execution of any Admission Agreement under Clause 2.1 and shall use reasonable endeavours to ensure that the Administering Authority executes any such Admission Agreement.

4. Indemnity or bond

4.1 The Contractor is not required to obtain a bond or provide other indemnity for the purpose of entering into the Admission Agreement.

4.2 In the event that a bond or indemnity is required in the future, the Commissioner shall pay to the Contractor its reasonable costs of so doing, on a passthrough basis, including for any future renewals of the same.

5. Undertaking from the Contractor

5.1 The Contractor undertakes to the Commissioner:

5.1.1 all information which the Administering Authority or its professional advisers may reasonably request for the administration of the LGPS will be supplied to them as expeditiously as possible;

5.1.2 the Contractor shall not and shall procure that any Sub-Contractor shall not take or omit to take any action which would materially affect the benefits under the LGPS of any Eligible Employees who are or will be employed wholly or partially in connection with the Services without the prior written agreement of the Commissioner, such agreement not to be unreasonably withheld or delayed provided that the Contractor and/or such Sub-Contractor will be so entitled without the requirement of consent to give effect to any pre-existing contractual obligations to any Eligible Employees; and

5.1.3 any Eligible Employee who ceases to be engaged in the provision of the Services and thereby ceases to be eligible for membership of the LGPS is offered membership of another pension scheme as soon as reasonably practicable after ceasing to be so engaged;

5.1.4 and ensure that:

a) where the Contractor or Sub-Contractor is an Admitted Body in the LGPS, the Contractor or (as appropriate) Sub-Contractor shall or shall procure that any Sub-Contractor shall (where permitted) award benefits to the Eligible Employees under the LGPS Regulations in circumstances where the Eligible Employees would have received such benefits had they still been employed by their employer prior to the Commencement Date.

b) Where such benefits are of a discretionary nature, they shall be awarded under the Contractor's written policy which shall be based on the written policy in relation to such benefits at the time of the Commencement Date (which the Commissioner

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shall provide to the Contractor prior to the Commencement Date).

6. Pension Costs

6.1 For the purposes of calculating the employer's contribution rate, any termination payment, and any other sums due to the Administering Authority under the Admission Agreement, the Commissioner and the Contractor agree with the Administering Authority that the past service liability arising before the Commencement Date in respect of each Eligible Employee shall be 100% funded as at the Commencement Date, as determined by the Greater Gwent (Torfaen) Pension Fund 's actuary.

6.2 The Commissioner agrees to indemnify the Contractor (or Sub-Contractor as the case may be) in full, and in a timely manner, in respect of any and all pension costs, contributions (above the agreed employer contribution rate of 12.6% - being the Initial Employer Contribution Rate) and liabilities which are associated with any of the Eligible Employees who are, or become, active members of the LGPS, including, but not limited to:

6.2.1 Any increase in the Initial Employer Contribution Rate after the Commencement Date in respect of the Eligible Employees;

6.2.2 Any contributions or additional costs relating to enhanced redundancy rights held by Eligible Employees, as a result of the Commissioner's changes to the Services;

6.2.3 Any contributions relating to early retirement on the grounds of redundancy as a result of the Commissioner's changes to the Services;

6.2.4 Any employee contributions or costs arising in relation to any ill-health or early retirement (taken either in full or in part by an Eligible Employee); and

6.2.5 any liability arising pursuant to Regulation 64 of the LGPS Regulations.

6.3 On or about each Pension Review Date, the Commissioner will notify the Contractor of any changes to the LGPS arrangements that it has been notified of, including any changes to the projected pension costs associated with the Eligible Employees who are active members of the LGPS (which for the avoidance of doubt include the pension contribution costs in Clause 6.2 above), together with reasonable supporting evidence as to how such costs have been projected or calculated.

6.4 For the avoidance of doubt, the provisions of Clause 6.2 will survive the expiry of this Agreement and remain in force to bind the Parties accordingly.

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7. Costs from the Admission Agreement

7.1 The costs of procuring and finalising the Admission Agreement shall be shared equally between the Commissioner and the Contractor.

8. Transfer to another employer

8.1 Without prejudice to the obligations imposed on it or them under Clauses 2 (*Contractor to become an Admitted Body*) to 7 (*Costs from the Admission Agreement*) inclusive, if the Contractor or any Sub-Contractor to which the provisions of Clauses 2 (*Contractor to become an Admitted Body*) to 4 (*Indemnity or bond*) inclusive apply, transfers to another employer (by way of a transfer under TUPE (or it otherwise constitutes as a Relevant Transfer)) the employment of any Eligible Employee who is or will be engaged wholly or partially in providing Services under the Contract, the Contractor shall use best endeavours to ensure that:

8.1.1 the transferring employer consults with and informs those Eligible Employees of the pension provision relating to that transfer; and

8.1.2 the new employer complies with the provisions of this Schedule (LGPS Pensions),

Provided that references to the "Sub-Contractor" in Clauses 2 (*Contractor to become an Admitted Body*) to 4 (*Indemnity or bond*) inclusive of this Schedule will become references to the new employer; references to "Commencement Date" in Clause 2 *(Contractor to become an Admitted Body*) will become references to the date of the transfer to the new employer and references to "Eligible Employee" in this Schedule will become references to the Eligible Employees so transferred to the new employer.

9. Termination of Admission Agreement

9.1 Where the Admission Agreement ceases to have effect, the parties to the Admission Agreement agree that without prejudice to any amount due to be paid by the Admitted Body under the Admission Agreement on or before termination:

9.1.1 if the Administering Authority is required for whatever reason to act in accordance with Regulation 84 of the Regulations, then the Commissioner will:

a) be entitled to any exit credit (as certified by the Administering Authority's actuary) applicable to the Admitted Body's participation in the Greater Gwent (Torfaen) Pension Fund in respect of the Eligible Employees shown by an actuarial valuation pursuant to Regulation 84(2) of the Regulations and the provisions of Clause 9.2 (below) shall apply.

9.2 Where the provisions of Clause 9.1.1(a) (above) apply and an exit credit is payable in accordance with Regulation 64(2ZA) of the Regulations then the Administering Authority shall pay the amount payable to the

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Commissioner in accordance with Regulation 64(2ZA) of the Regulations and the provisions of Regulation 64(2ZB) of the Regulations shall apply.

9.3 Where an exit debt is triggered throughout the life of the Admission Agreement (including on expiry or termination), the Commissioner shall indemnify and reimburse the Contractor on a pass-through basis for any direct costs it incurs as a result. This indemnity shall not apply in the event the Contractor (as an Admitted Body) has failed in its obligations under the Admission Agreement including but not limited to making its prescribed employer contributions in accordance with the terms of the Admission Agreement (but subject to the passthrough protections set out in Clause 6 above).

10. Pension issues on expiry or termination of the Contract

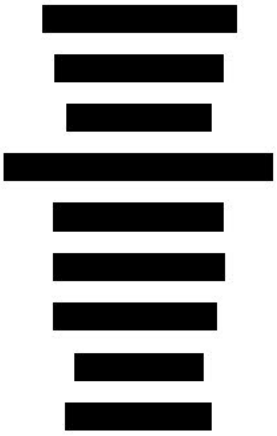
10.1 The Contractor shall, and shall procure that any relevant Sub-Contractor shall:

10.1.1 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of a person engaged or employed by the Contractor or any Sub-Contractor in the provision of the Services on the expiry or termination of the Contract (including without limitation identification of the Eligible Employees);

10.1.2 promptly provide to the Commissioner and/or the Administering Authority such documents and information mentioned in Clause 10.1.1 which the Commissioner and/or the Administering Authority may reasonably request in advance of the expiry or termination of the Contract; and

10.1.3 fully co-operate with the reasonable requests of the Commissioner relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Contractor or any Sub-Contractor in the provision of the Services on the expiry or termination of the Contract.

PART 15 - Annex 1 - List of transferring LGPS Eligible Employees:



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Document Pages: 209
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 0
[redacted]
AutoNav: Enabled
[redacted]
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[redacted] Police and Crime Commissioner for Gwent Security Level: Email, Account Authentication (None)	Signed by: [redacted] Signature Adoption: Pre-selected Style Using IP Address: [redacted]8	Sent: 17/4/2026 | 12:10 Viewed: 17/4/2026 | 12:39 Signed: 17/4/2026 | 12:40
Electronic Record and Signature Disclosure: Accepted: 17/4/2026 | 12:39 ID: 75af99f3-15e4-4706-af05-506d856f2e90		
[redacted] Security Level: Email, Account Authentication (None)	Signed by: [redacted] Signature Adoption: Pre-selected Style Using IP Address: [redacted]	Sent: 17/4/2026 | 12:40 Viewed: 17/4/2026 | 13:05 Signed: 17/4/2026 | 13:10
Electronic Record and Signature Disclosure: Accepted: 17/4/2026 | 13:05 ID: c283df0f-624a-4f21-aa79-8701d86dce08		
[redacted] Mitie Ltd Security Level: Email, Account Authentication (None)		Sent: 17/4/2026 | 13:11
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Editor Delivery Events	Status	Timestamp

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Intermediary Delivery Events	Status	Timestamp

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Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
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