

Freedom of Information Request

Request for: -

1. How much money was paid to organisations for the following services in the last 2 financial years up to 21/10/21:

Suicide prevention

Counselling in respect to suicide

Suicide bereavement services and counselling

£39,242.42

2. What contracts has that money been paid under?

Inspire Wellbeing – Suicide Counselling Service

Cruse Bereavement – Counselling Support Service

3. Copies of the contracts

Both attached.

4. Copies of the advertisement for that competition and the date of the award of contracts

Part of Trust Legacy Contract arrangements which have not been competitively tendered

- Cruse Contract –since 2006**
- Inspire Wellbeing since 2009**

5. Planned next call for competition.

Currently on the Regional Social Care Procurement Workplan which will be delivered over the coming years by BSO on behalf of HSC Organisations



Northern Health
and Social Care Trust

CONFIDENTIAL

Contract Between

Northern Health and Social Care Trust

And

CRUSE

Counselling Support Service

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Disclosure:

This contract must be regarded as being confidential with no disclosure being permitted without the prior written agreement of both parties.

Part 1: Service Specification

1.1 Name of Service

Counselling support service

1.2 Background/Context

The purpose of this contract is to define the relationship between Northern Health and Social Services Trust (hereinafter referred to as The Northern Health and Social Care Trust) and Cruse (hereinafter referred to as The Service Provider), which will facilitate the provision of a bereavement support through counselling and group support to Northern Trust residents who have been bereaved.

1.3 Description of Service

To provide bereavement support through counselling and group support to Northern Trust residents who have been bereaved by death

1.4 Key Objectives of Service

- To provide counselling, information and group support to anyone who has been bereaved.
- To provide training, support, information and publications to those providing care for bereaved people.
- To increase public awareness of the needs of bereaved people through education and information services; and
- To provide counselling by trained volunteers.

1.5 Duration of the Service

Regular service delivery reviews will be informed by monthly monitoring returns submitted by the Service Provider as outlined in Monitoring Arrangements Part 5.

1.6 Service Volumes

825 counselling sessions will be provided through counselling and group support. It is anticipated that the ratio will be 1:5 enabling 165 referrals to be received annually.

1.7 Location of Service Provision

Services will be provided from, or at, offices in Belfast and Ballymena

1.8 Times of Service Provision

The service will be available between the hours 9.30 am to 4.00 pm, Monday to Friday in Belfast and 10.00 am to 1.00 pm, Monday to Friday in Ballymena, or other

extended times.

The service will also provide 12 hour answering service in each location.

1.9 Criteria for Admission to Service

The recipients of the Counselling Support Service will be those adults who reside in the Northern Trust area, have suffered bereavement and, who are referred by:

- a professional member of Trust staff with the clients' consent; and
- by self referral.

1.10 Service Delivery and Review Process

Following referral the service user will be assessed to determine the frequency and duration of the counselling service.

1.11 Discharge process

Following the agreement of the Counselor and service user the service can be ceased.

1.12 Monitoring Data

The service performance will be reviewed monthly through the following:

- Number of client referrals
- Number of client discharges
- Current client numbers
- DNAs (do not attends) for both individual and group activities
- Number of group sessions
- Number of individual sessions
- Hours input to the service (directly to client)
- Hours input to the service (administrative time)
- Travel
- Clients evaluation survey to be completed at the end of their programme (a summary of which such be provided monthly to the Trust)

- The Service Provider should identify a Key Worker for each individual who will work in partnership with the individual and the Trust.

See Appendix B for details of submission of monthly and quarterly monitoring information.

Part 2: Operational Governance

2.1 Criminal records checks and meeting the needs of vulnerable persons

Respect for the rights of service users is a primary concern of the Trust. The Service Provider will, therefore, have in place robust recruitment procedures that make sure that only those people of the highest integrity and caring qualities are employed to deliver this service. All potential staff, employees or volunteers, working within a scheme that caters wholly or partially for young persons under the age of 18, or

persons with learning disability must undergo a criminal records check. The Service Provider will carry out this procedure and should not employ individuals who appear unsuitable for the scheme. Failure to undertake criminal records checks or to act on information revealed in them may lead to a withdrawal of support for the scheme.

From 1 April 2008 responsibility for pre-employment checking passed to the new disclosure body Access Northern Ireland (Access NI). In agreeing these terms and conditions, the Service Provider confirms that it has registered with Access NI and acknowledges it understands, and has made known to its staff, as appropriate, the contents of the following legislation:

- Protection of Children and Vulnerable Adults (Northern Ireland) Order 2003 (POCVA)
- Sections 112 to 127 of the Police Act 1997
- Rehabilitation of Offenders (Northern Ireland) Order 1978
- Rehabilitation of Offenders (Exceptions) Order (Northern Ireland) 1979
- Data Protection Act 1998

Failure to adhere to and abide by this legislation will be regarded as a fundamental breach of this contract, and may lead to the termination of this contract.

The Service Provider is also required to adhere to the requirements of the Department of Health, Social Services and Public Safety document: *Safeguarding Vulnerable Adults: Regional Adult Protection Policy & Procedural Guidance (September 2006)*.

2.2 Key Risks Assessment and Business Continuity Plan

The Service Provider must identify and manage any key risks identified with the delivery of the service. Once this has been completed the Provider must then have in place an appropriate Business Continuity Plan to make sure that, irrespective of problems which might arise, services will continue to be provided to the Trust and its service users in line with the terms of this contract. This plan must be available for inspection by Trust staff as required.

2.3 Operational Policies

The Provider must control key functions by the provision of written key policies such as those listed below, in points 2.3 to 2.5 which are statutory; however this list is not exhaustive.

2.3.1 Health and safety

The Service Provider will be required to issue a Health and Safety Policy Statement consistent with standards determined by the Trust. A copy should be submitted to the Trust, as examples of similar Trust policies are available on the Trust's internet site at www.northerntrust@hscni.net

2.3.2 Fire code

The Service Provider must attain appropriate levels of safety, including fire, and produce documentary evidence of same.

2.3.3 Policy on smoking

The Smoking (NI) Order 2006 introduced comprehensive controls to protect employees and the public from exposure to environmental tobacco smoke. The Health and Safety at Work (NI) Order 1978, requires employers, where reasonably practical, to ensure the health, safety and welfare of employees.

The Trust recognises that smoking is the single most preventable cause of illness, premature death and health inequality throughout the United Kingdom. From 30 April 2007, the Trust has implemented a smoke-free workplace policy to provide employees and those who access its premises with air free of tobacco smoke. Trust policy is to provide a smoke free environment within Trust premises or other premises from which the Trust commissions or provides services. All contractors engaged by the Trust are required to adhere to this policy as a contractual condition.

2.3.4 Confidentiality

The Service Provider must make sure that the confidentiality of all patients and service user's information is maintained at all times. Information systems and procedures in use must comply with the Department of Health, Social Services and Public Safety document on The Protection and Use of Patient and Service user Information (1999), the Trust Policy (October 1997), and the requirements of the Data Protection Act 1998.

All information, particularly patient and service users' information must be treated as confidential and stored securely. Information must not be used or disclosed other than for an agreed and specified purpose, in line with the terms of this contract. Should confidence be breached the Trust may exercise its right to terminate the contract; furthermore, such a breach may leave the Service Provider open to legal action and/or prosecution.

2.4 Quality Assurance

The Service Provider will have in operation a quality assurance system consistent with appropriate standards and mutual responsibilities. The service to be provided should have clearly stated objectives with measurable outcomes, which will be submitted on a monthly basis as a monitoring data return (see section 1.12). The Trust may also undertake its own quality assurance of the scheme.

The value base of the Trust incorporates the requirement that each person should be valued as an individual and their views, attitudes and opinions should be respected. User consultation will be achieved by:

- invitation to the Provider's Annual General Meeting;

- ongoing consultation with the client concerning the provision of the service; and
- open access to the Trust Director or designated officer, as required.

Non-compliance with these requirements and the requirement for monthly and quarterly returns, will be reviewed at the Contract Review Meeting and will be taken into consideration in relation to possible renewal of the Contract.

2.5 Complaints and Untoward Incidents

The Service Provider will set out clear procedures for dealing with service users' complaints. These procedures must include a written record of all user complaints and any action taken, furthermore this record must be available for inspection by the Trust.

Complaints of a serious nature, including those associated with alleged abuse, contraventions of employment legislation, accidents resulting in personal injury to staff or service users, or theft, must be notified to the Trust's relevant officer (see page 17 for Trust Officer name and contact details) within one working day of the complaint being received. The Service Provider will have clear procedures in operation for dealing with untoward incidents. These procedures should comply with the Trust document 'Notification of serious accidents and untoward events' available on the Trust's internet site at www.northerntrust@hscni.net

2.6 Insurance

The Service Provider will have in place Employer's Liability Insurance, Public Liability Insurance and appropriate Medical Indemnity Insurance to cover the duration of this contract, a copy of which should be submitted to the Trust (see Appendix B). The Service Provider undertakes to indemnify the Trust for any loss, injury or damage sustained by any person resulting from negligence, nuisance and breach of statutory duty and trespass to the person by the Service Provider, its servants or agents of whatsoever nature arising out of the delivery of the Contract.

2.7 Disclosure

The Contract must be regarded as being confidential with no disclosure being permitted without the prior written agreement of both parties.

Under the Freedom of Information Act 2000 the Trust may be required to disclose information in relation to this Contract. In these circumstances the Trust will confirm that the that it has a Contract with the Service Provider, the length of this contract, the services provided and that the Trust provide funding for the service. Any further details will only be disclosed after the Trust has discussed the request with the Service Provider.

Part 3: Trust Compulsory Values

3.1 Statement of Trust Values

All Service Providers must comply with the following core principles: -

CHOICE *“The opportunity to contribute to the selection of service from a range of options”*

In this context it relates to the choice of the individual to have some control over how the service is delivered.

- Adequate information should be provided in an appropriate manner.
- Assistance provided should always be in a manner acceptable to the people concerned.
- Service Users and their carer(s) should be included in all decisions, which influence the type of care and how it is provided.
- Service Users and their carer(s) should have the choice regarding acceptable risk.

PRIVACY *“The right to be alone and free from intrusion or public attention in relation to individuals and their affairs”*

- Service Users' expectations and preferences regarding personal privacy should be respected.
- The service should be as unobtrusive as possible.
- Information relating to the service user or their family should be treated as confidential.
- Accepting the staff involved are all visitors in the Service User's home.

DIGNITY *“A recognition of the intrinsic value of people regardless of circumstances by respecting their uniqueness and their personal needs”*

- The self-respect of the service user should be valued in all situations.
- The Service Provider should show respect for the service user and their way of life.
- There should be an acceptance of a whole range of differing home conditions.
- Service User's religious, cultural or ethnic needs must be accepted.
- Safeguard, by sensitive and attentive care, the dignity of Service Users who because of their mental state, disability or infirmity are not always fully in control of their behaviour and their appearance.

INDEPENDENCE *“Opportunities to think and act without reference to another person including a willingness to incur a degree of calculated risk”*

- Have safeguards to ensure that limitations placed on Service User's independence are justified, explained and regularly reviewed.
- To foster independence and help maintain and develop Service User's existing skills.
- Service Users should be facilitated to make decisions rather than have others do so for them.

FULFILMENT *“The realisation of personal aspirations and abilities in all aspects of daily life”*

- Build on the Service User's abilities, knowledge or experience rather than merely manage disabilities.
- Tasks should be carried out in a personal and not just a functional manner. Service Users should be encouraged to discuss these views and they should be facilitated as far as possible.
- Help Service Users to maintain their existing skills, aspire to new ones and follow service user interests if they wish.

RIGHTS *“The maintenance of all entitlements associated with citizenship”*

- Safeguard Service User's right not to be subjected to abuse, exploitation, deprivation or neglect whether physical, emotional, sexual or financial.
- The service user has the right to refuse the service.
- All services must be provided within the legal framework within which the Trust operates.
- Safeguard Service User's rights without discrimination or prejudice on any grounds, whether age, race, gender, religious, political or cultural.

3.2 Equal opportunities

The Service Provider will, in respect of all persons employed or seeking to be employed by it, comply with each and every aspect of the provisions of the law which prohibit discrimination in relation to employment on the grounds of sex, marital status, religious belief, political opinion, race and disability, namely:

- Equal Pay Act (NI) 1970 (amended 1984);
- Sex Discrimination (NI) Order 1976 (amended 1988);
- Disability Discrimination Act 1995;
- Fair Employment and Treatment (NI) Order 1998; and
- Race Relations (NI) Order 1997.

The Service Provider will also take account of their responsibilities in relation to the provision of goods and services in respect of the aforementioned legislation.

All employment policies and practices must conform to the existing legislative requirements.

3.3 Valuing Diversity

The Trust is committed to promoting equality of opportunity and good relations in all aspects of its work. It will therefore expect the Service Provider to be equally committed.

Section 75 of the Northern Ireland Act 1998 requires the Trust in carrying out its functions relating to Northern Ireland, to have due regard to the need to promote equality of opportunity:

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

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

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

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

3.4 Disability Discrimination Act (1995)

Under the Disability Discrimination Act (1995) the Trust is required to take positive steps to make our services accessible to disabled people. From 1 October 2004, where a physical feature makes it impossible or unreasonably difficult for disabled people to make use of our services, we will have to take reasonable steps to remove or alter the feature or provide a reasonable alternative method of making the services available.

To address this requirement, the Service Provider must make sure that all of its services are accessible to disabled people. Failure to do so may result in the termination of this contract. Any difficulties should be communicated immediately to the Trust to allow action to be agreed in order to resolve difficulties.

Part 4: Conditions of Service

4.1 Contract period

This Contract may be subject to extension for a period (not exceeding two years) pending funding availability, satisfactory performance and the expected impact of the service in meeting its objectives. The Trust also reserves the right to re-test the market at the end of this Contract period (or at the end of any extended period), giving suitable notice to the Service Provider, for the future delivery of the service.

4.2 Funding arrangements

The Contract includes all goods, materials, equipment, labour, transport and other supporting services necessary for the Service Provider to meet the terms of the Contract.

The Service Provider will be notified in writing of any change to financial arrangements year on year and Contract Review discussions will include discussion re opportunities for efficiencies and price renegotiation.

These sums represent the Trust's payment for the projected annual revenue costs of providing the volume of services to the standards set out.

The Trust expects the Service Provider to pursue effective use of resources and to explore alternative sources of funding.

The Service Provider will co-operate fully with the Trust to supply financial information to enable the Trust to meet its statutory obligations in relation to control of finance, including statements on income and expenditure.

The Service Provider will identify clearly the administrative costs, which are being charged to the scheme and make sure that these costs appear in its accounts.

In the event of the Service Provider being unable to proceed with the service at any time after the commencement date, the Trust shall be entitled to recoup any money (including interest accruing) it has advanced which is not expended or committed. The Service Provider will keep the Trust informed of potential threats to the delivery of the service.

4.3 Defined Responsibilities

| Key responsibilities | |
|---|--|
| The Trust | The Service Provider |
| <ul style="list-style-type: none">• Will participate in a service review.• Will provide funding to the agreed level. | <ul style="list-style-type: none">• Will maintain quality standards.• Will respond to clients in accordance with Charter Standards. |

| | |
|--|---|
| | <ul style="list-style-type: none"> • Will provide Trust with information necessary to assist monitoring and review process. • Will participate in a service review. • Will provide trained volunteer staff. • Will provide reports and financial statements as agreed, and as otherwise referred to in this document. |
|--|---|

4.4 Inspection and Quality Audit

The Service Provider will allow open access for audit or inspection by the Trusts' designated officers. The Service Provider will rectify any shortfalls in service provision within a stipulated time period, agreed in advance with the Trust. Whilst inspections will usually be planned, the Trust reserves the right to make unannounced inspections.

4.5 Transfer and Sub-Contracting

Any proposal on the part of the Service Provider to sub-contract any or all of the services covered by this contract must be subject to previous discussion and contract between the Service Provider and the Trust.

4.6 TUPE/Service Change Provision (SPC)

The Parties hereby acknowledge that, where there is a transfer of service delivery to an alternate Provider, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (SPC), will be relevant in relation to a contracts of employment of those employees of the Provider who are wholly or mainly assigned to the delivery of this contract immediately before the identified Transfer Date. The Trust will expect the Provider to comply with the legislation in this respect, providing information as required, within the appropriate timeframe that will enable the duties under this legislation to be met.

4.7 Variation of Contract Conditions

The Trust reserves the right in consultation with the Service Provider, to vary the terms of the contract to reflect the changing nature of service users needs, demand and delivery arrangements. In so doing, the Trust will allow a reasonable time period to effect such change reaching an agreed period with the Service Provider. Such change will include adherence to appropriate employment legislation.

4.8 Dispute Resolution

4.8.1 In the event of any dispute arising between the Parties in connection with the Contract this may be raised in writing in the first instance with the Service

Provider and both Parties will endeavour to meet within 21 days with a view to resolving the dispute.

4.8.2 If the dispute remains unresolved after the meeting as detailed in clause 4.8.1 a written request stating the specific issues under dispute may be raised with senior management of both parties, who will endeavour to meet within 28 days of receipt with a view to resolving the dispute.

4.8.3 Should the dispute remain unresolved after the meeting as detailed in clause 4.8.2 the dispute may be considered for mediation, subject to agreement of this as an appropriate step by both parties. Should mediation be agreed as appropriate, where disputes or differences between the Parties relating to a financial or accounting issue, the Chairman for the time being of the Ulster Branch of the Institute of Chartered Accountants in Ireland shall nominate an Expert. If the dispute or difference between the Parties relates to a legal issue, the President of the Law Society shall nominate an Expert. The costs of the Expert shall be borne equally between the Parties.

4.8.4 The commencement of mediation pursuant to clause 4.8.3 above shall not prevent the Parties commencing or continuing court proceedings.

4.9 Performance

The Service Provider will carry out the services to the satisfaction of the Trust in accordance with the service specification.

4.10 Unsatisfactory Performance

In the event of the Service Provider failing to provide a satisfactory service, the Trust will in conjunction with the Service Provider have the right to review the entire Contract including the financial allocation. Failure to provide a satisfactory service will include failure to comply with the various procedures defined by this Contract.

4.11 Arbitration

It is envisaged that, where possible, any disputes concerning the contract will be resolved directly between the Trust and the Service Provider.

However all disputes, difference or questions between the parties to the Contract, other than a matter in which the decision of the Trust is, under the Contract terms, to be final and conclusive, will after written notice by either party to the Contract to the other be referred to a single arbitrator agreed for that purpose or in default of such agreement within 21 days, appointed at the request of either party by the President of the Law Society N Ireland. The decision of such an arbitrator shall be final and binding on the parties of the Contract and both parties shall share in equal part in any costs incurred in retaining said arbitrator.

4.12 Continuity of Service

The Service Provider will provide continuity of care to service users. Therefore tasks should be carried out by staff members who are known to, and trained in caring for the service user. Where in exceptional circumstances this proves not to be possible

the Service Provider will provide a substitute with the required skills and training with appropriate communication with the Service User.

4.13 Termination of Contract

The Contract may be terminated:

- i. if there is a failure of either party to fulfill the stated terms (with due diligence to service user needs); or
- ii. by either party giving the other six months notice of their intention to do so having regard to the needs of the users of the service; or a shorter period by mutual agreement.

Part 5: Monitoring arrangements

5.1 Performance indicators and monitoring arrangements

The following monthly monitoring should be sent to:

The Commissioning and Contracts Department
Strategic Planning and Performance Management
The Annex
Bush House
Bush Road
ANTRIM
BT41 2QB

Standard monthly monitoring performance indicators are listed below; however the Contracts Manager may wish to develop bespoke performance indicators in consultation with the Provider at contract award. The following represent the minimum requirements:

- Number of client referrals
- Number of client discharges
- Current client numbers
- DNAs (do not attends) for both individual and group activities
- Number of group sessions
- Number of individual sessions
- Hours input to the service (directly to client)
- Hours input to the service (administrative time)
- Travel
- Clients evaluation survey to be completed at the end of their programme (a summary of which such be provided monthly to the Trust)

The Service Provider should meet the following timetable:

- Monthly monitoring returns within 5 working days of month end (Return 1)
- Quarterly return of complaints form (please note these are in line with fiscal quarters and should be submitted within 10 working days of quarter end) (Return 2)
- Quarterly return of incidents form (please note these are in line with fiscal quarters and should be submitted within 10 working days of quarter end) (Return 3)
- Annual completion of the Insurance Schedule Proforma (Return 4) – at contract commencement and annually thereafter

The Trust reserves the right to alter, in agreement with the Service Provider, the monitoring arrangements and requirements in relation to the contract.

Part 6: Signatures to Contract

| | |
|---|--|
| Signed on Behalf of: _____ Provider | Signed on Behalf of: _____ Trust |
| _____ Print Name | _____ |
| _____ Designation | _____ |
| _____ Date | _____ Date |

Appendices B – Monitoring Returns

- Return 1- Activity Monitoring Data (monthly)**
- Return 2 Quarterly return of Complaints/Commendations**
- Return 3 - Quarterly return of Accidents / Incidents**
- Return 4 - Insurance Schedule Proforma (Annual)**
- Return 5 - Contact Details for all Returns**

Return 1

Activity Monitoring Data Form (please add to as required)

Month/Year _____ **Provider** _____ **Service:** _____ **Date Submitted** _____

| | |
|--|--|
| 1. Number of client referrals | |
| 2. Number of client discharges | |
| 3. Current client numbers | |
| 4. DNAs (do not attends) for both individual and group activities (specify each separately) | |
| 5. Number of group sessions | |
| 6. Number of individual sessions | |
| 7. Hours input to the service (directly to client) | |
| 8. Hours input to the service (administrative time) | |
| 9. Travel | |
| 10. Number of group sessions | |
| 11. Number of individual sessions | |
| 12. Clients evaluation survey to be completed at the end of their programme – submit summary | |

Please Return Completed Forms as outlined in Return 5

**Northern Health And Social Care Trust
Commissioning and Contracts Department
Quarterly Return Of Complaints/Commendations**

1) Name of provider: _____ 2) Name of service: _____

3) Quarter/ Year

4) Total number:

Complaints Commendations

5) Source of complaints

Client Provider Staff Trust Staff Relative Other

Details of complaints:

| 6) Complainant Identifier | 7) Client /Provider Staff/Trust Staff/Relative or Other | 8) Date | 9) Type of Complaint | 10) Nature of Complaint | 11) Any Initial Action Taken (if appropriate) |
|------------------------------|--|------------|----------------------------|----------------------------|---|
| | | | | | |
| | | | | | |

| 6) Complainant Identifier | 7) Client /Provider Staff/Trust Staff/Relative or Other | 8) Date | 9) Type of Complaint | 10) Nature of Complaint | 11) Any Initial Action Taken (if appropriate) |
|------------------------------|--|------------|----------------------------|----------------------------|---|
| | | | | | |
| | | | | | |
| | | | | | |

12) Print name of person completing form: _____ signature: _____ date: _____

**Please Return Completed Forms as outlined in Return 5
'Nil' returns must be completed**

Note: Quarterly returns should be submitted at each fiscal quarter – end of December, March, June, September

| 6) Identifier/ Person Involved in Incident | 7) Date & Time | 8) Client / Provider Staff / Trust Staff/ Relative of Other | 9) Category of Incident | 10) Brief Description of Event and Injuries Sustained | 11) Treatment Given? Where? By Whom? | 12) Was Person Authoris ed in area? | 13) Risk Rating | 14) Follow-up Action to Reduce/Prevent Re-occurrence | 15) Revised Risk Rating | 16) RQIA Informed? YES / NO |
|--|-------------------------|---|----------------------------------|--|--|--|-----------------------|--|----------------------------------|--|
| | | | | | | | | | | |
| | | | | | | | | | | |

17) Print name of person completing form: - _____ Signature: _____ date: _____

**Please Return Completed Forms as outlined in Return 5
'Nil' returns must be completed**

Note: Quarterly returns should be submitted at each fiscal quarter – end of December, March, June, September



Return 4

Confirmation Of Service Provider's Insurances

Confirmation of Providers Insurances for Northern Health and Social Care Trust

This form must be completed by the Service Providers Insurers, or Insurance Brokers, and submitted annually.

Service Provider Details

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

1. Employers Liability

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

2. Public/Products Liability

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

Confirmation Of Providers Insurances

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

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

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

Signed: _____ Date: _____

On behalf of: _____

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

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

Return 5

The Trust contact for Returns for Activity, Service User Review Summary, Complaints, Untoward Incidents reports and Insurance Schedule Proforma:

Commissioning and Contracts Department
Strategic Planning and Performance Management
The Annex
Bush House
Bush Road
ANTRIM
BT41 2QB

Contact telephone number: (028) 9442 4424

Email: isp.monitoring@northerntrust.hscni.net



Northern Health
and Social Care Trust

CONFIDENTIAL

Contract Between

Northern Health and Social Care Trust

And

INSPIRE

Service Specification

For the supply of Counselling provision for those bereaved by suicide and those at risk of suicide

Service Specification

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Appendix 1: Summary Requirements of Specification

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1. Purpose of Service

This service is designed to provide Community Development and Counselling provision for those bereaved by suicide and those at risk of suicide.

2. Description of Service

The Community Development worker or members of the Community Mental Health Teams will refer those at risk and those bereaved by suicide for counselling, Counselling will be provided on a flexible basis to enhanced risk groups or relatives bereaved by suicide.

4. Requirements of Service

The service will provide the equivalent of 2 days counselling sessions per week. The service will provide a minimum of 4 sessions per week.

The service is to be provided in the ten council areas of the Trust, namely Antrim, Ballymena, Ballymoney, Carrickfergus, Coleraine, Cookstown, Larne, Magherafelt, Moyle and Newtownabbey.

Service users should normally be within the age range of 18 and above.

Qualified counsellors who must have the following will provide the service:

1. Be a registered member of BACP with proof of registration.
2. Accreditation (or be working towards accreditation) with an appropriate professional body, e.g. BACP.
3. Have experience in bereavement counselling which can be evidenced through continuing professional development.
4. A minimum of 150 hours supervised practice.

Therapists are expected to use recognised counselling models in order to maximise therapeutic benefits for clients. These outcomes will be measured through client feedback interviews.

Counsellors will communicate clearly and effectively with referral agents and Trust administrative staff with regard to client appointments, contacts, treatment plans and discharges.

Counsellors will keep clear records in a Trust file on each client contact (including telephone contacts). All records remain the property of the Trust and must be stored in secure areas on Trust property. Where the transport of files is unavoidable this should be done in a secured briefcase, stored in the boot of a car. Files should not be left in an unattended parked vehicle or taken home.

Supervision will be accessed through the therapist's usual supervisory arrangements with care being taken to anonymise all client details.

Given that each counsellor will be accredited or working towards accreditation, they will be expected to adhere to the professional codes of those organisations. In addition each counsellor will be expected to act in a way that would not bring the Northern Trust into disrepute.

5. Further Requirements

Variation in service delivery should only be considered in exceptional circumstances following consultation and agreement with the Trust representative and service user.

The Service Provider will put in place a procedure by which the service users can comment on their service. A copy of this procedure should be made available to the Trust.

The Service Provider must have a written statement of practice concerning supervision of staff. A copy of this procedure should be made available to the Trust.

6. Service Monitoring Arrangements

The Service Provider will supply numerical and qualitative information in an agreed format and timescale to The Trust, as required, and facilitate monitoring by Trust officers as requested. The Trust will require regular statistical information (at least on a monthly basis) on service uptake and usage.

A small steering group, comprising staff from The Trust and The Service Provider, will monitor the operation of the scheme. This group will examine compliance with the contract, activity volume and overall client outcome. It will also be the first point for the resolution of any difficulties arising from the operation of the scheme. This local resolution mechanism will be subject to the overall contingencies of the service level agreement.

The Trust reserves the right to alter, in agreement with The Service Provider, the monitoring arrangements and requirements in relation to the service and budget agreement.

7. Service Provider Monitoring Arrangements

The Trust will monitor the Service Provider's adherence to the service specification. Monitoring will focus on: -

- Timeliness of Service Provider response and accessibility
- Service Provider's policies & procedures
- Service Provider's recruitment and selection procedures
- Training policy / training and experience of service user staff

- Service Provider's staffing levels and turnover
- Criminal record checks and criminal records (if appropriate)
- Complaints and untoward incidents
- Service user satisfaction

8. Complaints

The Service Provider will set out clear procedures for dealing with service user complaints. These procedures must include a written record of all user complaints and any action taken. This record must be available for inspection by The Trust. Complaints of a serious nature, including those associated with alleged abuse, contraventions of employment legislation, accidents resulting in personal injury to staff or clients, or theft, must be notified to The Trust within one working day of the complaint being received.

9. Information and Record Keeping

The Service Provider must have clear written statements / policies in relation to the following.

- Recruitment and Selection
- Induction training
- Health and Safety
- Identification of training needs
- Availability of training opportunities for staff
- Reporting of incidents and accidents
- Quality Assurance
- Communication
- Receipt of gifts and bequests from Clients.
- Control of infection and infectious diseases
- Arrangements for emergency cover
- Confidentiality of information and records and the provision of such information and records to other organisations/people
- Procedures for making suggestions/complaints
- Policy statement in respect of any legislative requirements (see Appendix 2)

9. Risk Management

The Service Provider must ensure that they have a Risk Assessment Strategy. This should include:

- Identification of risk and hazards in the delivery of care.
- Identification of who might be harmed and how.
- A method for evaluating the risks arising from the hazards and detailed methods of prevention.
- A record of the organisation's findings and a review mechanism for policies, precautions and action taken.

The Service Provider's staff must inform the appropriate Trust representative if a service user's needs are such that it jeopardises them or the safety of others.

10. Valuing Diversity

The Trust is committed to promoting equality of opportunity and good relations in all aspects of its work. It will therefore expect the Service Provider to be equally committed.

Section 75 of the Northern Ireland Act 1998 requires the Trust in carrying out its functions relating to Northern Ireland, to have due regard to the need to promote equality of opportunity:

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

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

The Human Rights Act, which came into effect on 2 October 2000, makes it unlawful for Homefirst Community Trust to act in a way that is incompatible with the European Convention on Human Rights and allows for Service Users to seek remedy in a UK court or tribunal.

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

These core values are not mutually exclusive and emphasise that Service Providers must have a person-centred approach.

Appendix 1

Summary Requirements of Specification

Service Providers are required to provide:

- organisational chart detailing their staffing and management structure including details of reporting arrangements between staff and management;
- statement specifying how long the lead in time required between award of contract and delivery of service;
- copy of the two most recent sets of audited annual accounts;
- evidence that the organisation is registered with Access NI;
- details of recruitment and selection procedures including pre-employment consultancy checks (Access NI);
- details of the level of experience required for employment as a counsellor in their employment for this service;
- evidence that the organisation has two current years experience in the deployment of counsellors
- evidence of the arrangements and systems that are in place for staff to deal with emergencies;
- details of induction programmes for new staff;
- evidence of procedures and processes to deal with accidents and incidents, including the recording of accidents and incidents;
- details of how they will monitor staff performance and adherence to work schedules;
- detail of complaints procedures;
- details of the arrangements to ensure adequate staffing levels at all times;
- evidence of the arrangements in place to ensure that service users are provided with a name of a contact should the service be disrupted or otherwise changed;
- evidence of existing or proposed service review arrangements;

- details of arrangements to be put in place to inform Trust staff in emergency situations relating to risk and the mental health of service users

Quality Standards

The standards that the Tenderer is required to comply with are identified in Appendix 2. To make sure that quality standards are being adhered to the Service Provider will:

- operate sound financial practices;
- produce agreed monthly information;
- deliver a high quality and timely service;
- implement an agreed complaints procedure and respond to complaints within an agreed time limit;
- co-operate with the Trust to make sure that customer satisfaction surveys will be carried out on an agreed basis;
- co-operate with the Trust in carrying out audit checks; and
- co-operate with the Trust in respect of any quality standards which may be desirable in the future.

Quality Assurance

The Service Provider shall implement and operate an acceptable quality assurance system to make sure that all the requirements of the contract are complied with. To this end the Tenderer is required to provide the Trust with details of the relevant quality assurance system/s they currently operate in the delivery of similar services to other authorities, and would intend to introduce in the Trust's area, should they be awarded the contract.

Monitoring

The Service Provider should be available to meet with the Trust, on a four weekly basis, to review this contract in terms of activity, quality and finance. Depending on particular circumstances and needs, meetings may be required more or less frequently. The Service Provider will submit, electronically four-weekly activity reports, to the Trust in formats, as agreed, following the award of contract.

Appendix 2**Statutory Requirements**

The Service Provider must comply with the requirements of the following legislation, policies and procedures and provide documentary evidence, as required.

Please indicate compliance by ticking relevant boxes below:-

| | |
|--|--|
| Disability Discrimination Act 1995 | |
| Equality Legislation – Northern Ireland Act 1998 (Section 75) | |
| Human Rights Act 1998 | |
| Data Protection Act 1998 | |
| The Health and Safety at Work (NI) Order 1978 | |
| Race Relations (NI) Order 1997 | |
| Fair Employment and Treatment (NI) Order 1998 | |
| Equal Pay Act (NI) 1970 (Amended 1984) | |
| Sex Discrimination (NI) Order 1976 (amended 1988) | |
| Employment Equality (sexual orientation) Regulations (NI) 2003 | |
| All Environmental Health Legislation | |
| COSHH Policy and Guiding Principles | |
| Trust Equality Scheme | |
| Complaints Procedure Guidelines* | |
| The Smoking (NI) Order 2006 | |
| Untoward Incidents Procedure* | |
| Protection of Children and Vulnerable Adults (Northern Ireland) Order 2003 (POCVA) | |
| Sections 112 to 127 of the Police Act 1997 | |
| Rehabilitation of Offenders (Northern Ireland) Order 1978 | |
| Rehabilitation of Offenders (Exceptions) Order (Northern Ireland) 1979 | |

* There are Northern HSCT documents