

TENDER FOR THE PROVISION OF CUSTODY MEDICAL SERVICES TO LANCASHIRE POLICE AUTHORITY

BLUELIGHT CONTRACT REFERENCE:

CLOSING DATE: TUESDAY, 8th NOVEMBER, 2011
BY 12.00 HOURS

**PLEASE ENSURE ALL DOCUMENTS ARE RETURNED BY THE
SPECIFIED TIME AND DATE BY UPLOADING THEM
THROUGH THE BLUELIGHT E TENDERING SYSTEM AT
WWW.BLUELIGHT.GOV.UK**

LANCASHIRE POLICE AUTHORITY STANDARD TENDER DOCUMENT

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1. INTRODUCTION

The purpose of this Invitation to Tender (ITT) is to provide Tenderers with an opportunity to propose an accurately priced solution for the provision of custody medical services to Lancashire Constabulary throughout the period of the contract in accordance with the conditions within this document.

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2. INSTRUCTIONS TO TENDERERS, COMMUNICATIONS AND ENQUIRIES, SAMPLE SUBMISSION

2.1 INSTRUCTIONS TO TENDERER

Lancashire Police Authority (the Authority) is prepared to receive tenders for the provision of custody medical services as detailed on the attached Schedule in accordance with the enclosed General Conditions of Contract and subject to the Standing Orders of the Police Authority a copy of which may be inspected upon application. Tenders that do not comply with these Conditions may not be considered.

The Authority reserves the right to divide their orders between two or more contractors and to accept tenders for any or none of the items listed. The Authority does not bind itself to accept the lowest or any tender.

The Authority will not be responsible for, or pay for, expenses or losses which may be incurred by any Tenderer in the preparation of their tender.

The tender must be returned via the bluelight portal and must be received no later than 12.00hrs on Tuesday 8th November, 2011.

Subject to the Standing Orders of the Authority any tender received after this time and date will not be considered.

The Authority may request post tender clarifications.

2.2 COMMUNICATIONS AND ENQUIRIES

During the period of the Tender the Tenderer shall only contact the person named below and shall not attempt to contact any other persons within Lancashire Police Authority or the Constabulary.

Peter Higson
Purchasing and Contracts Manager
01772 412889
peter.higson@lancashire.pnn.police.uk

Tenderers should note that all enquiries must be made by utilising the Question & Answer facility on the Bluelight e tendering portal.

The Tenderer is advised that where such enquiries have been made, and it is appropriate to do so, the Authority will distribute to all prospective Tenderers a copy of the enquiry and the written reply, with anonymity preserved. In the event that the Tenderer wishes for an enquiry not to be distributed, then the Authority reserves the right to send the enquiry back to the Tenderer unanswered.

The Authority will not accept questions submitted later than 16.00hrs on Wednesday, 19th October, 2011.

Requests for TUPE information should be made to the following

The current Contractor for provision of the Authority's Custody Medical Services is Medacs and they employ all the staff associated with this contract. Requests for TUPE information should be made to:-

Gemma Morris
Human Resources Manager,
Medacs Healthcare,
The Quays,
Salford Quays,
Manchester, M50 3BA.

Tel. 07876 791 554
E-mail: gemma.morris@medacs.com

3. FORM OF TENDER

This document must be used when submitting a tender.

TO: LANCASHIRE POLICE AUTHORITY

FOR: THE PROVISION OF CUSTODY MEDICAL SERVICES

Sir/Madam

I/We have received the following documents and have included in the Pricing and Information documents for all requirements contained within them:-

Letter of Invitation
Introduction
Instructions to Tenderers, Communication and Enquiries
Form of Tender
Operational Requirements/ Specification
Confidentiality and Non Disclosure Agreement
Company Information Questionnaire
Pricing and Information Documents Information Documents/Method
Statements/Contract Award Criteria
General Conditions of Contract
Force Contacts
Contract Management and Monitoring
Undertaking

I/We agree that the aforementioned documents together with our submission documents and our acceptance will form part of the tender and any contract agreement.

I/We undertake to execute (if so required) a formal agreement in a form to be prepared by Lancashire Police Authority and, if so required, to provide satisfactory sureties for the due performance of the same.

I/We understand and accept that the profiles used in the Pricing and Information documents are indicative only and cannot be guaranteed in respect of this contract.

I/We understand that the authority is not bound to accept the lowest or any tender that may be received.

I/We do certify that this is a bona fide tender and that I/we have not fixed or adjusted the amount of the tender by or in accordance with any agreements with any other person(s).

I/We agree that this tender shall be open for acceptance for a period of 9 months from the last date quoted for submission of tenders.

I/We have not corrupted/amended any text whatsoever in this tender.

Any agreement entered into with the Authority is subject to the overriding presumption that the terms and conditions herein will prevail and that any conflicting terms in subsequent documents will have no legal effect.

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as to inducement or reward to any servant of a public body and that any such action will empower the Authority to cancel any contract currently in force and may result in my/our exclusion from the Authority's Approved List of Firms to be invited to tender.

I/We the undersigned do hereby agree to carry out the fulfilment of the contract on being notified of the acceptance there of in whole or in part in accordance with the Authority's conditions of contract and all other documents attached which have been examined and understood.

Unless a formal contract is prepared and executed this tender together with the Authority's written acceptance of, the general and special conditions of contract and the specification shall constitute a binding contract.

The prices included in the schedule are fixed until

Company Name -----

Address -----

Telephone No-----

Facsimile-----

E-Mail-----

Signed -----

Print Name-----

Position in Company -----

Date -----

4. PROFILE/OPERATIONAL REQUIREMENTS/ SERVICE SPECIFICATION

LANCASHIRE CONSTABULARY PROFILE

- There are six divisions in Lancashire:

WESTERN DIVISION	Blackpool, Kirkham, Lytham, St Annes, Bispham
NORTHERN DIVISION	Lancaster, Morecambe, Carnforth, Cleveleys, Fleetwood, Garstang, Heysham, Poulton
SOUTHERN DIVISION	Leyland, Ormskirk, Penwortham, Skelmersdale, Wheelton, Bamber Bridge, Burscough, Chorley, Coppull
	(At time of writing, it is expected that Leyland suite will be closed by April, 2012)
CENTRAL DIVISION	Preston, Fulwood, Lea
EASTERN DIVISION	Blackburn, Accrington, Clitheroe, Darwen, Great Harwood, Longridge
PENNINE DIVISION	Burnley, Bacup, Barnoldswick, Colne, Haslingden, Nelson, Padiham, Rawtenstall.

- There are currently seven regularly used custody suites located in the six policing divisions detailed below, although this will reduce to six during 2012.

Division	Custody Suite	Number of Cells
Western Division	Blackpool	41
Northern Division	Lancaster	21
Southern Division	Skelmersdale	13
	Leyland	16
Central Division	Preston	31
Eastern Division	Blackburn	44
Pennine Division	Burnley	27

- The total number of call outs in Lancashire, excluding sexual offences, is around 21,000 per annum although this is demand led. A profile of call-outs in Lancashire is shown below. This statistical information is given as a guide only based on historical information. The Authority is unable to provide a guarantee of the volume of call-outs as the service is demand led. If, for any reason, the demand for the Services significantly increases, the Tenderer is requested to submit proposals with their tender on how any potential additional costs will be met. Any such variations must be agreed in writing by the Authorised Officer.

- The Tenderer should examine the requirements specified and any conditions. No claim by the Tenderer for additional payment shall be allowed as a result of the misinterpretation of any matter relating to the requirements specified in General Conditions of Contract and Service Specification

- The service is currently delivered by both custody nurses and doctors.

- In addition to the above mentioned custody facilities, the Tenderer will be expected to provide a doctor or nurse, as appropriate, to attend various hospitals in the North West including but not limited to, Blackpool, Blackburn, Burnley, Preston, Lancaster, Wigan and Southport as well as to other outside locations, in order to provide the service detailed in the service specification.

Currently in Lancashire sexual offences are not included in the scope of this contract and are dealt with at the SAFE Centre which is located on the site of Lancashire Teaching Hospital NHS Trust (Royal Preston Hospital). Although no decision has been reached at this stage it may be decided in the future to include sexual offences in this Contract.

- It must be noted that Lancashire Police Authority are working in partnership with NHS Commissioners as part of the Department of Health / Home Office Early Adopters project. This project is due to continue until March, 2013 when a decision will be made by the Home Office and Department of Health as to whether the NHS will take over the responsibility for the contractual commissioning of health provision within police custody suites. It is anticipated this change will occur by March, 2014. However, the exact date is not known at this stage.

In order to cater for the transfer of services, the Contract will be awarded for the period 1st June, 2012 (or earlier if possible) to 31st May, 2013 with the option to extend to 31st May, 2018, renewable annually.

- Tenderers should note that when the transfer of service occurs there may be a requirement to terminate or migrate the contract to an NHS contract..The following is a profile of call outs in Lancashire against their existing arrangements covering the period 1 July, 2010 to 30th June, 2011. The total number of call outs was 21,579

Month	Attended	Total
July 2010	1744	1777
August 10	1766	1796
September 2010	1826	1966
October 2010	1913	2030
November 2010	1925	2093
December 2010	1377	1426
January 2011	1750	1877
February 2011	1577	1668
March 2011	1770	1907
April 2011	1649	1675
May 2011	1755	1793
June 2011	1543	1571

Monthly average 1,798

Breakdown of call outs at each location over the previous three months

	Advised			Attended			Cancelled/Released			Grand Total		
Station	Mar	Apr	May	Mar	Apr	May	Mar	Apr	May	Mar	April	May
BLACKBURN	3	4	6	323	321	342	20	22	18	346	347	366
BLACKPOOL	1	2	1	464	474	393	6	1	4	471	477	398
BURNLEY	6	6	6	340	340	271	20	17	20	366	363	297
LANCASTER	6	10	6	191	213	203	7	9	9	204	232	218
LEYLAND	1	6	4	249	201	160	13	12	10	263	219	174
OTHER LOCATION	0	0	0	14	9	10	3	3	0	17	12	10
PRESTON	4	5	3	297	370	294	20	21	20	321	396	317
SKELMERDALE	5	6	2	64	72	92	1	3	5	70	81	99
Grand Total	26	39	28	1942	2000	1765	90	88	86	2058	2127	1879

HEALTH PROFILE FOR LANCASHIRE

The population of Lancashire is estimated at 1,166,000 with 90.9% of the population from a white ethnic background which is higher than the national average of 87.5%, however the areas of Preston, Blackburn and Pendle show a notable percentage of residents in the BME group greater than the England average of 12.5%.

Overall the health of people in Lancashire is mixed compared to the England average. Deprivation is higher than average and more than 45,000 children live in poverty, with the areas of Blackburn, Blackpool and Burnley the most deprived in the county.

Children in the county of Lancashire achieved 56.7% of GCSE's grade A-C marginally higher than the national average but Blackburn, Blackpool and Burnley results are worse than the England average with Burnley attaining 38.8% which is as low as England's worst area.

Generally the level of violent crime in the county is lower than the national average though the areas of Preston and Blackpool show higher rates of violent crime. Blackpool is higher at 30.2%.

Long term unemployment is at its highest in the area of Blackpool at 7.1% but this is only marginally worse than the England average of 6.2%.

The level of teenage pregnancy in the county is higher than the national average at 41.7% with the highest number in Blackpool, Preston and Burnley.

Life expectancy for both men and women is lower than the England average. Whilst early death rates from cancer, heart disease and stroke have fallen in the last 10 years they remain worse than the England average and smoking related deaths and hospital stays for alcohol related harm are higher than average.

The percentage of smokers in the county is 22.3% slightly higher than the national average, however the number of smoking related deaths is significantly worse than the national average with approximately 2,297 deaths each year. Whilst all areas in the county contribute towards this the highest number is recorded in Blackpool.

Increasing and higher risk drinking is not significantly worse than the national average at 29.3%. For the county it is at it's worst in the South Ribble area at 33%. However, hospital stays for alcohol related harm are significantly worse than the national average with 30,637 people admitted to hospital every year with the areas of Blackpool and Blackburn the most affected areas.

Drug misuse in the county is lower than the national average at 9.1% although Blackpool at 23.8% and Burnley at 19.5% are the most affected areas.

Hospital stays for self harm in the county are higher than national figures with Blackpool and Blackburn yearly figures significantly higher at 480 and 499 hospital stays for self harm per year.

OPERATIONAL REQUIREMENTS/ SERVICE SPECIFICATION

1. Locations

1.1 The majority of examinations will be undertaken in custody suites and medical suites as detailed in the profiles above, however, Health Care Professionals (HCPs) may be required to attend any police premise or other locations such as scenes of sudden death and hospitals.

1.2 Attendance at hospitals will be required for the taking of blood samples from individuals under the Road Traffic Act regulations. Permission to take such samples must be obtained from the hospital doctor who is attending the individual.

1.3 The majority of examinations at custody suites will be undertaken in examination rooms, equipped for the purpose, however, examinations may need to be undertaken in the cell of a custody suite.

1.4 The Authority reserves the right to vary any location. Such variation shall not entitle the Contractor to any additional service charge.

2. The following services will be required:-

Service specification

The Provider must provide the following (“**Services**”) for patients.

- Adhere to the requirements of PACE, SDHP and HMIP / HMIC Expectations Documents.
- Adhere to standard NHS requirements and guidelines such as those pertaining to Infection Control, NICE, NSF etc.

2.1

- i To examine and if necessary render assistance to any person in Police detention.
- ii To obtain forensic evidence from, to examine if necessary, tender medical assistance to, complainants, alleged perpetrators, suspects and offenders including any persons suspected of drink/drug driving and other traffic offences.
- iii To conduct intimate searches of persons (with the person’s consent) who are believed to be secreting Class A drugs within the meaning of the Police and Criminal Act 1984.
- iv To see and examine and, if necessary, render medical assistance to any police officer or police and support staff injured in the course of their duty
- v To see, advise and assist any officer or employee of the Authority who requires medical advice or assistance in the execution of their duty.
- vi To see and examine police officers, police and support staff and complainants where an allegation of assault has been made by one of the parties.
- vii To see and examine any person whose detention is being contemplated by the Constabulary in order to ascertain and give a written opinion regarding their fitness for detention and/or interview and to examine any person who is detained by the

Constabulary in order to ascertain and give a written opinion on their fitness for continued detention and/or interview.

viii In any case where an HCP considers a person is unfit to be detained or interviewed, or an officer is unfit to continue on duty, to take appropriate action to ensure the medical well-being of that person or officer.

ix Provision of an approved Section 12 doctor, to assess any person in police detention under the Mental Health Act 1983, Section 136 and Sections 2,3 and 4 and make appropriate referrals for their assessment. Where not qualified as a Section 12 doctor under the Mental Health Act 1983 – to assist in the initial examination of a person detained under Section 136 of the Mental Health Act and co-ordinate and arrange further assessments by a Section 12 doctor and an Approved Social Worker. (see inter-agency Section 136 Protocol). The Provider must ensure that some of the HCPs, available on duty are qualified to deal with these cases.

x Attend the scenes or suspected scenes of crime or traffic incidents and to examine any person in order to ascertain whether or not that person is or is not dead, and, if so requested, to provide an initial opinion as to whether or not he or she died of natural causes.

xi To attend any court of law or tribunal when required to do so (whether by an officer or employee of the Authority, solicitor acting for the Authority, or by the Crown Prosecution Service) in order to give evidence in connection with any matters with which the HCP has been involved in the course of their duties. For these purposes any disciplinary tribunal under the Police Misconduct Regulations is to be regarded as a tribunal under this paragraph.

xii To provide a full written report or statement concerning the exercise of duties as the Contractor's HCP as detailed in Table 1 if required to do so by an officer of the Authority who requires such a report or statement for the performance of his/her duty.

<i>Table 1 – Statement Timeliness</i>	
Nature of Report or Notes	Submission Time
Notes of examination for fitness to detain / interview / travel or medical instructions	On completion of examination
Formal report or statement on examination	Within 7 calendar days of examination where requested at the time. Within 14 calendar days if requested at a later date
Healthcare professional witness statement	Within 7 calendar days of relevant duties where requested at the time. Within 14 calendar days if requested at a later date

xiii Lancashire Police Authority is looking to develop its approach in the future to reducing crime by joining up the services for medical assessment and treatment within a custody office environment. It is therefore keen to explore in the future the option of combining assessment for detention, with arrest referral for mental health, drug and alcohol services. Tenderers should outline how they would deliver and develop screening and referral, health promotion and disease prevention activities to all patients.

xiv To examine alleged child victims of neglect, physical or sexual abuse.

xv To provide medical support when multiple arrests are undertaken.

xvi To provide triage, assessment and treatment of minor injuries including suturing.

xvii To provide emergency first aid and treatment of minor ailments and / or exacerbation of chronic disease where clinically appropriate e.g. administration of nebulisers or insulin.

xiii To provide risk assessments and pre release checks in partnership with custody staff.

xiv To provide health promotion literature to all detainees on release which is appropriate to the locality.

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

3 Local Integration

It is vital for the Provider to integrate with the local health economy and to work in partnership with NHS Commissioners, other local health economy providers and stakeholders (both NHS and non-NHS) in order to develop pathways into community health providers, including:

Lancashire Constabulary;

Lancashire Cluster PCT

Community health providers;

North West Ambulance Service;

Local Mental Health Trusts;

Criminal Justice agencies e.g. Courts, Probation and Youth Offending Teams;

Non Police employed staff e.g. GEOamey transportation for detainees.

Local Authorities

Substance Misuse and Alcohol services;

Local Acute trusts;

Acute trust laboratories;

Local voluntary organisations; and

Local GP practices / Out of Hours services.

4 Additional Services

The Provider may be required to undertake such additional work as may reasonably be required. This work relates to services that are not identified in the Service Specification and may not be required on a regular basis. This will include, but not be limited to any additional medical requirements that may be required when arrests are made under the Prevention of Terrorism Act or when prison lock-outs occur.

Any additional work required in this respect will be charged at the rates agreed between the Authority and the Provider. The Authority reserves the right to arrange for additional work to be undertaken by any other party.

5. CLINICAL QUALITY REQUIREMENTS

5.1 Introduction

This section sets out background information, the Provider requirements and the required tender responses in respect of the clinical quality requirements.

5.2 Clinical objective and principles

The clinical objective of the Lancashire Police Authority's services is for the Provider to deliver "high quality clinical services". High quality clinical services are defined as:

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

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

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

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

5.3 Patient-centred services

In 2001, the NHS Modernisation Agency defined patient-centred services as:

*"Fast and convenient care delivered to a consistently high standard, in full consultation with patients and carers. Services that are tailored to individual needs and provided in a clean and healthy environment by a workforce which feels valued and has high morale."*¹

¹ http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/AnnualReports/Browsable/DH_4905782

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

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

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

6 Accessible and convenient services

Service access

6.1 The Provider must meet the minimum service access requirements of the Authority's services, which are described in this section.

6.2 The Provider must have a system in place that enables patients to access high quality clinical care 24 hours a day, 365 days a year and, in this respect, will ensure that they have adequate staffing resources at their disposal to ensure the delivery of the services and to ensure that evidence is not lost or compromised. In support of the above, the Provider will provide a single dedicated telephone number which must be manned at all times unless alternative arrangements which are acceptable to the Authority are available.

6.3 The Provider must ensure that the communications system between the Provider and the HCP allows for immediate transfer of any call from the Authority direct to the HCP for the purpose of giving medical advice. The provision of medical advice will be deemed to be included in the service charge.

6.4 The request for an HCP to attend a service location will be at the sole discretion of the officer.

6.5 The Provider must ensure that the HCP has the appropriate transport to carry out his/her duties within the timescales specified.

6.6The HCP will attend the police station or other location within the time, prescribed in the response protocol which follows, following the initial request to the Provider by an officer, or as otherwise agreed. In circumstances where attendance is delayed, the Provider will immediately notify the officer requesting attendance and at the sole discretion of the officer an extension to the time stipulated in the protocol may be granted. However, the Authority reserves the right to request the attendance of another HCP.

6.7Any delays in attendance which have not been granted by the Authority or any failures to attend will result in the automatic deduction of monies from the Service Charge at the rates detailed in this Service Specification. The Authority will monitor the response time of HCPs.

6.8 Immediately on arrival, depending on the location of the Services, the HCP must report as detailed below:

- a) Police station – to a member of staff located in the public enquiry area of each station or Custody Suite. The member of staff will notify the relevant officer of the HCP's arrival.
- b) Medical suites not located at police stations – to the senior officer in attendance at the medical suite.
- c) Scene of sudden death – to the senior officer in attendance at the scene.
- d) Hospital – to the senior officer in attendance at the hospital.

6.9 In some cases where there may be a risk of contamination through the transfer of evidence, it will be necessary for the examination of the alleged victim and alleged offender to be undertaken by a different HCP which may be at different locations.

6.10 If a Provider fails to perform the Services the Authority reserves the right to use another Provider to provide the Services for that area.

6.11 The Authority reserves the right at any time during the Contract to use another Provider to provide the Services at any location. This provision will generally apply where owing to the exceptionally high volume of work at any one time the Contractor is not able to provide the Services within the timescales stipulated in the Contract.

6.12 By mutual agreement a Provider may be required to provide cover outside of his contracted area(s) on a temporary or emergency basis.

6.13.Response Protocols

Broad Criteria

6.13.1 Category 1

Generally requires immediate attention from paramedics and/or transfer to Hospital. Calls of this nature are infrequent.

Criteria:

- Resuscitation cases
- Unconscious patient
- Major bleed
- Chest pains
- Open wounds that require stitches
- Collapsed, difficulty in breathing
- Breathless prisoner
- Prisoners unable to bear weight or walk 4 steps
- Fractured bones
- Head injury with vomiting
- Altered consciousness
- Chest/abdominal injuries
- Major RTA
- Cold clammy patient

- Fitting patient
- Pregnant lady complaining of bleeding from vagina
- Overdose of drugs
- Vomiting blood

6.13.2 Category 2

Generally requires a response within 60 minutes, or as agreed with the Custody Officer

- Time critical evidential requirement e.g. blood samples for suspected drink/drug driver cases
- Known or stated suicide risk
- Head Injuries and conscious
- Significant bleeding
- Detainee in moderate to severe pain
- Detainees who are withdrawing from drugs/drink with **KNOWN** history of fitting.

6.13.3 Category 3

As Category 2 except 90 minutes.

- Fit for court attendance
- Detainee states they have condition requiring clinical attention/medication soon (Clinician requires to speak with Detainee by telephone in first instance to ascertain facts and determine response time then agree response time with Custody Staff).

6.13.4 Category 4

As Category 3 except 120 minutes

- Fitness to interview
- Fitness to detain
- Attendance at scene of death
- Mental Health Act (where there is no other obvious medical condition)
- Intimate search
- Detainee already seen by clinical staff but requests further visit (no obvious change in condition)
- Verification of detainee's medication
- Detainee requests clinical attention but refuses to state reason
- Dependency/withdrawal on drink/drugs
- Examination following complaint
- Cuts/abrasions that require cleaning up or dressing and
- Detainee requests clinical attention for any other reason
- Non-time critical evidential requirement

6.14 In circumstances where attendance is delayed, the Provider will immediately notify the officer requesting attendance, advise of the anticipated attendance time and give reasons for such a delay. The Authority reserves the right to request the attendance of another HCP and charge the cost of doing so back to the Provider.

6.15 The Provider will make available within the cost of this Contract clinical management to oversee the clinical aspects of the Contract for the management welfare and skills of the HCPs on the call out service.

6.16 The Authority will make available at any location a kit suitable for the taking of blood samples under the Road Traffic Act Regulations. After the sample has been taken the HCP will divide that sample between the two containers. The HCP must fully complete the identification labels and firmly attach to each container sealing the containers in the bags supplied. The HCP must offer one container with the booklet from the kit to the individual who supplied the blood sample. Form HO/RT 5 "Form of certificate to be used by medical practitioners to certify the taking of blood samples" should be completed by the HCP and handed to the officer in attendance along with the second container.

6.17 It should be noted that it is not proposed to include sexual offence examinations in this contract. However, the situation may change in the future and should this arise then the Provider would be asked to submit a price for this additional service.

6.18 Providers must ensure protocols and pathways are in place to minimise the need for transfer to external providers e.g. A&E along with protocols and pathways in to ensure appropriate referral and information sharing with partners within the community or custody on release or transfer.

The Provider must ensure that the consultation for patients, either at the request of the Police or the detainee, commences within 10 minutes of the HCP's arrival time at the custody suite, unless there are exceptional circumstances.

Where an HCP is present within the custody suite, the Provider must commence treatment of detainees potentially suffering from immediate and life-threatening conditions within 5 minutes of them being made aware of the patient. Furthermore, the Provider in partnership with the Authority must ensure there are protocols and training in place to ensure custody staff are confident to identify the need for, commence first aid and contact emergency medical care

7 Equity of access

A recent DH publication, "Tackling Health Inequalities"², stated:

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

The Provider must ensure that there is equity of access. The Provider must ensure that there is no discrimination between Patients on the grounds of age, sex, sexuality, ethnicity, disability, or any factor other than on clinical need.

The Provider must aspire to deliver screening and referral, health promotion and disease prevention activities to all detainees, especially those from local hard-to-reach groups during the course of the contract.

² http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_4008268

Hard-to-reach groups may include:

- Those who do not understand written or spoken English;
- Those who cannot hear or see, or have other disabilities;
- Working single parents;
- Asylum seekers or refugees;
- Those who have no permanent address;
- Black or minority ethnic communities;
- Adolescents;
- Learning difficulties and speech and language communication needs;
- Those who are elderly and/or housebound;
- Those who have mental illness;
- Those who misuse alcohol or illicit drugs; and
- Those who belong to a lower socio-economic class, or who are unemployed.

To improve equity of access for Black and Minority Ethnic (BME) communities, information on ethnicity is important because of the need to take into account culture, religion and language in providing appropriate individual care, changing legislation, the importance of providing information on ethnicity for shared care including secondary care and the need to demonstrate non-discrimination and equal outcomes. Hence, the Provider will be required to record the ethnic origin of all patients.

Using the police interpreter service, the Provider must implement Royal National Institute for the Blind, Royal National Institute for the Deaf guidance (in each case, as amended from time to time) and other relevant guidance to ensure patients who have disabilities and/or communication difficulties are able to access the services.

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

7.1 Interpreting Services

The Authority will supply to all non English speaking detainees a professional translation during all consultations. Translations of materials describing procedures and clinical prognosis for the languages recommended by the Authority as being the most common languages spoken by detainees will be the responsibility of the Provider.

7.2 Convenient service delivery

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

The Provider must offer a comprehensive range of consultation methods that include, as a minimum, face-to-face, telephone and email consultations with the custody staff

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

8 Appropriate and responsive care

8.1 Appropriate to local need

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

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

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

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

8.2 Complaints

The Provider must aim to provide friendly and reliable Services to ensure detainees receive appropriate care. However, in the event that detainees are not satisfied with the Services, the Provider must have an efficient and effective patient complaints procedure. This must be in accordance with relevant NHS and Police complaints procedures eg PACE, SDHP³.

8.3 Continuity of care and clinical staff skill mix

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

- Have long-term conditions;
- Suffering from emotional or mental ill health; or
- Who frequently use a variety of services such as A&E, Police, Social Care;
- Suffering with substance or alcohol intoxication and / or dependence, this includes tobacco;
- Minor injuries and

- Aggressive and violent, either verbally, physically or both.

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

8.4 Children

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

It is unlikely that the Provider will be in direct contact with children under the age of 10 years old, within the custody suite. However, consideration must be given to safeguarding children when the Provider is dealing with adults in custody who may be parents or carers.

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

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

8.5 Vulnerable Adults

The Provider must deliver appropriate and responsive care to all adults, including provision for those deemed to be vulnerable. This could include those with learning difficulties, victims of domestic violence, asylum seekers etc. This must be in accordance with any local Safeguarding Boards Guidance.

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

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

8.6 Clean and pleasant environment

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

8.7 Patient dignity and respect

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

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

8.8 Infection control

The Provider must ensure that it has appropriate arrangements for infection control and decontamination.

The Provider will be required to provide the Services in accordance with the NPSA Standards and National Institute of Health and Clinical Excellence (**NICE**) guidelines on infection control "*Prevention of healthcare associated infections in primary and community care (June 2003)*".⁴

The Provider shall:

- Ensure that appropriate procedures are implemented in relation to cleaning, disinfection, inspection, packaging, sterilisation, transportation and storage of reusable medical devices, including complying with NHS Bury / Lancashire Police Authority policy;
- Ensure that reusable medical devices are handled safely and decontaminated effectively prior to re-use;
- Make arrangements for the ordering, recording, handling, safe keeping, safe administration and disposal of medicines used in relation to the Services; and
- Make arrangements to minimise the risk of infection and toxic conditions and the spread of infection between Patients and Staff (including any Health Care Professional which the Provider has asked to carry out clinical activity).
- Policies and protocols must exist for the management of Communicable Disease, Decontamination of staff and environment and reduction in acquired infection such as MRSA and C Difficile. This list is not exhaustive.

⁴ http://www.nice.org.uk/pdf/infection_control_fullguideline.pdf

8.9 Safe delivery of the Services through a learning environment

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

8.10 Clinical leadership

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

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

8.11 Integrated governance

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

8.12 Clinical safety & medical emergencies

The Provider will be expected to deal with medical emergencies safely and effectively with access to appropriately trained HCP, supported by suitable equipment and in-date emergency drugs. A list of the required MINIMUM equipment the Provider shall ensure is available in all custody suites can be found in Appendix 1. All HCPs and where appropriate, custody staff should undergo training to ensure safe use of the equipment.

The Provider must:

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

8.13 Incident reporting

Most problems affecting patient safety occur as a result of weaknesses in systems and processes, rather than the acts of individuals. The Provider must ensure that incidents are reported, investigated and analysed appropriately so that suitable lessons are learned and action follows.

The Provider must have a system for collecting data on adverse incidents. In primary medical care, adverse incidents should include, but are not limited to, incidents relating to⁵:

- Death occurring within the custody suites;
- Patient complaint;
- Patient suicide;
- Section under Mental Health Act;
- Prescribing-related events;
- Nursing-related events;
- Medical-related events;
- Incidents pertaining to forensic samples;
- Pharmacy errors or 'missing' medications;
- Other medical;
- Other administrative; and
- Other incidents.

The Provider must have a system in place to analyse the type, frequency and severity of adverse incidents, in a systematic and detailed manner to ascertain any lessons learnt about the quality of care and to indicate changes that might lead to future improvements⁶.

⁵ Cox SJ and Holden JD. A retrospective review of significant events reported in one district in 2004-2005. *British Journal of General Practice* 2007; **57(542)**: 732-36.

⁶ Pringle M, Bradley CP, Carmichael CM, *et al.* *Significant event auditing*. Occasional paper 70. London: Royal College of General Practitioners, 1995.

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

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

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

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

8.14 Effective delivery of the Services

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

- Standards for Better Health (SBH)⁷ and
- Accreditation and registration criteria for the NMC and GMC.

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

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

8.14.1 Standards for Better Health

Although SBH is no longer enforceable, the Commissioners would expect the tenets within the document are adhered to.

The SBH set out the level of quality that all organisations providing NHS care in England are expected to meet or aspire to.

The SBH provide a common set of requirements applying across all healthcare organisations to ensure that health services that are provided are both safe and of an acceptable quality. They also provide a framework for continuous improvement in the overall quality of care that people receive.

The Provider must meet all core and developmental standards in the SBH.

The SBH standards are organised within the following seven domains:

- *Safety*: Patient safety is enhanced by the use of health care processes, working practices and systemic activities that prevent or reduce the risk of harm to patients;

⁷ http://www.dh.gov.uk/prod_consum_dh/idcplg?ldcService=GET_FILE&dID=19479&Rendition=Web

- *Clinical and Cost Effectiveness:* Patients achieve health care benefits that meet their individual needs through health care decisions and services based on what assessed research evidence has shown provides effective clinical outcomes;
- *Governance:* Managerial and clinical leadership and accountability, as well as the organisation's culture, systems and working practices ensure that probity, quality assurance, quality improvement and patient safety are central components of all the activities of the health care organisation;
- *Patient Focus:* Health care is provided in partnership with patients, their carers and relatives, respecting their diverse needs, preferences and choices, and in partnership with other organisations (especially social care organisations) whose services impact on patient well-being;
- *Accessible and Responsive Care:* Patients receive services as promptly as possible, have choice in access to services and treatments, and do not experience unnecessary delay at any stage of service delivery or of the care pathway;
- *Care Environment and Amenities:* Care is provided in environments that promote patient and staff well-being and respect for patients' needs and preferences in that they are designed for the effective and safe delivery of treatment, care or a specific function, provide as much privacy as possible, are well maintained and are cleaned to optimise health outcomes for patients; and
- *Public Health:* Programmes and services are designed and delivered in collaboration with all relevant organisations and communities to promote, protect and improve the health of the population served and reduce health inequalities between different population groups and areas.

Bidders can obtain further information on the SBH from http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_4086057.

8.14.2 Accreditation and registration criteria for the NMC and GMC.

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

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

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

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

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

8.15 Health Promotion and Disease Prevention

The Provider will be required to deliver a service that is focused on health promotion and disease prevention.

The burden of long-term conditions⁸, cancers, sexually transmitted infections and unwanted pregnancies is ever increasing and the Provider will need to ensure that it has effective strategies for health promotion and disease prevention in place to tackle the lifestyle issues that underlie some of these diseases. These include, but are not limited to:

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

The Provider will be expected to identify and proactively screen and refer appropriately patients at-risk of developing long-term conditions, cancers and sexually transmitted infections as well as those more likely to have unwanted pregnancies.

8.16 Prescribing

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

- NICE, NSF guidance and DH directives relating to prescribing;
- Good Prescribing Practice as defined by British National Formulary (**BNF**);
- **The Authority's** prescribing formulary;
- Shared care protocols agreed between **the Authority** and other secondary care NHS providers;
- Patient Group Directions, such as emergency contraception, antibiotics; and
- Guidance from the Royal Pharmaceutical Society of Great Britain on the safe and secure handling of medicines⁹.
- SDHP
- PACE

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

- Not exceed its prescribing budget as set by **the Authority** each year;

⁸ Long-term conditions are those conditions that cannot, at present, be cured, but can be controlled by medication and other therapies.

⁹ <http://www.rpsgb.org.uk/pdfs/safsechandmeds.pdf>

- Have a high prescribing rate for generic, non-branded drugs; and
- Have a system that ensures links with the community and custody to share information about medications administered where appropriate, also how they obtain information from patients GP's regarding prescriptions.

8.17 Referrals and admissions

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

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

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

9. Clinical Records / Notes

9.1 Introduction

The Tenderer must ensure that an appropriate stand alone information management system (IM and T system) is in place to support the Services. IM and T system means all computer hardware, software, networking, training, support and maintenance necessary to support and ensure effective delivery of the Services, management of patient care, contract management and of the services business processes, which must include:

Prescribing and where appropriate dispensing;
 Individual electronic patient health records;
 Inter-communication or integration between clinical and administrative systems for use of patient demographics;
 Access to knowledge bases for healthcare at the point of patient contact;
 Access to research papers, reviews, guidelines and protocols.

The Provider's IM&T system must comply with all NHS standard IM&T requirements including Caldicott. There is a requirement that the successful bidder will work in partnership with Connecting for Health (CfH) to ensure the IM&T solution locally comply with national developments.

All clinical records must adhere to guidance set out by professional bodies such as the NMC and GMC. There must be regular audits examining the standards of record keeping of all staff.

The “NHS Operating Framework 2007-08” directs those working in primary medical care services to the specification that NHS Connecting for Health (**CfH**) has issued that sets out the requirements for IM&T systems and infrastructure needed to support clinical applications in use in primary care, now and in the future, including the GPSoC programme¹⁰¹¹.

9.2 NHS Terminology Service, NHS Classifications Service and Healthcare Resource Groupings

The Provider must aspire to comply with NHS Terminology Service (**NHS TS**), NHS Classifications Service (**NHS CS**) including:

Read Codes;
NHS Dictionary of Medicines and Devices;
Office of Population Census and Surveys (**OPCS**) version 4.3;
National Intervention Classification Service (**NIC**);
International Classification of Disease (**ICD**) version 10; and

9.3 Provision

The Provider must provide such stand alone IM&T system and infrastructure as is necessary to support the delivery of primary medical care and forensic services, contract management and business processes.

The Provider must have in place an appropriate, secure and well managed IM&T system which properly support the efficient delivery of the Services and comply with specific requirements and the underpinning standards and technical specifications set out in this section.

9.3 Costs

Clinical IM & T within custody suites is not the norm, however, the Authority wishes to ensure the best clinical quality and that NHS equivalency is fundamental. Hence, it is expected the Provider will utilise a stand alone IM&T system as detailed within this section. Funding for the IM&T system will be met by the provider.

9.4 Reporting

The Provider’s IM&T system must facilitate information gathering and reporting to meet performance management commitments under the Contract and other statutory or other obligations.

9.5 Patient information

9.5.1 Information governance and security

The Provider must put in place appropriate governance and security for the stand alone IM&T system to safeguard patient information.

¹⁰ http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_063267

¹¹ General Practice IT Infrastructure Specification v1.1. CfH. 28 Feb 2007. NPfIT-FNT-TO-TAR-0043.05

The Provider must ensure that the IM&T system and processes comply with statutory obligations for the management and operation of IM&T within the NHS, including, but not exclusively:

- Common law duty of confidence;
- Data Protection Act, 1998;
- Access to Health Records Act, 1990;
- Freedom of Information Act, 2000;
- Computer Misuse Act, 1990; and
- Health and Social Care Act, 2001.

There is a statutory obligation to protect patient identifiable data against potential breach of confidence when sharing with other partners.

The Provider must meet prevailing national standards and follow appropriate NHS good practice guidelines for information governance and security, including, but not exclusively:

- NHS Confidentiality Code of Practice;
- Registration under ISO/IEC 17799-2005 and ISO 27001-2005 or other appropriate information security standards;
- Use of the Caldicott principles and guidelines;
- Appointment of a Caldicott Guardian;
- Policies on security and confidentiality of patient information;
- Achievement of the data accreditation requirements of the IM&T Directly Enhanced Service;
- Clinical governance in line with the NHS Information Governance Toolkit; and
- Risk and incident management system.

All clinical information must be made available on request if required by Court etc., including following termination of the contract with the Provider.

9.5.2 Clinical information

To ensure the quality and safety of patient care, the IM&T system must also support:

Prescribing and where appropriate dispensing;
Maintenance of individual electronic patient health records;
Inter-communication or integration between clinical and administrative systems for use of patient demographics;
Access to knowledge bases for healthcare, such as Map of Medicine, at the point of patient contact;
Access to research papers, reviews, guidelines and protocols; and
Communication with patients, including hard-to-reach groups identified above, to support provision of quality care, including printed materials, telephone, text messaging, website, and email.

9.5.3 Disaster recovery

The Provider must have an IM&T system disaster recovery plan to ensure service continuity and prompt restoration of all IM&T systems in the event of major systems disruption or disaster.

10 Conclusion of examination

10.1 At the conclusion of the examination the HCP will briefly outline the results of the examination to the officer in attendance.

10.2 Where drugs or medicine are prescribed by the HCP, only the smallest quantity necessary should be prescribed. In cases where the individual is in possession of his/her own medication, the HCP will be required to authorise, or not, the administering of that medication.

10.3 The officer in attendance will ensure that, where appropriate, the relevant forms will be fully completed by the HCP in a legible manner and without the use of abbreviations.

10.4 The stationery to be used in relation to the Contract will be determined by the Authority and may be the subject of changes as and when required. The Provider will be advised of this requirement at the time the Contract is awarded.

11 Resulting from the examination

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

11.2 The Provider should monitor the standard of witness statements produced by HCPs.

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

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

12 Workforce

12.1 Introduction

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

12.2 Standards

The Provider must ensure that all proposed workforce policies, processes and practices comply with all relevant employment legislation and codes of practice applicable in the UK, including the Equalities Act, 2010.

In addition, the Provider must comply with the provisions of:

Standards for Better Health (**SBH**)¹²; and
The Code of Practice for the International Recruitment of Healthcare Professionals (December 2004)¹³ (**The Code of Practice for International Recruitment** is only applicable where any international recruitment is planned).

12.3 Organisation

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

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

12.4 Staffing plan

The Provider must have in place a detailed staffing plan that describes the staffing arrangements that will enable the delivery of the Services for the duration of the Contract. Where staffing resources are shared, the staff should be no more than 20 minutes from each site and there should be a mix of large and small sites within their remit. Furthermore, staff should be based in the busiest sites at periods of high demand. (SDHP 9.3.1)

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

12.5 Contingency Arrangements

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

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

13 Recruitment

¹² <http://www.dh.gov.uk/assetRoot/04/08/66/66/04086666.pdf>

¹³ <http://www.dh.gov.uk/assetRoot/04/09/77/34/04097734.pdf>

13.1 Recruitment policy

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

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

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

13.2 Appointments

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

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

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

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

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

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

- the investigation of crime
 - the protection of life or property
 - the obtaining and preservation of evidence
 - and in particular not act in such a way as might:-
 - result in the loss or destruction of forensic evidence
 - prejudice the evidential value of any such evidence
 - prevent or interfere with the obtaining of evidence
- by the questioning of any person who is medically fit for questioning.

13.3 Competency assessment

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

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

13.4 Recruitment agencies

The Provider must ensure that any recruitment agencies that they propose to use will comply with the Safer Recruitment and the Code of Practice for International Recruitment (where there is any overseas recruitment)¹⁴.

13.5 Screening for blood borne viruses

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

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

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

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

13.6 Registration and qualifications

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

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

The Provider must ensure that all HCPs have the necessary training, qualifications, experience, current competency and English language communication skills to undertake their clinical roles¹⁵.

13.7 Doctors

The Provider must ensure that all doctors:

¹⁴ The Provider should be aware that for international recruitment there is a DH approved list of recruitment agencies used by the NHS that adhere to the Code of Practice. Details can be found at <http://www.nhsemployers.org>

¹⁵ As set out in the Independent Healthcare National Minimum Standards (Standard A4.2), it is a requirement that all doctors are registered with the General Medical Council (GMC) on the appropriate GP register. GPs must be on the GP Register of the "GMC" before they are allowed to practice independently in General Practice. <http://www.dh.gov.uk>

- Are registered with the GMC on the appropriate register;
- Are either members of the Royal College of General Practitioners, having passed the MRCGP examination or obtained Membership by Assessment of Performance (MAP)¹⁶; and
- Are listed on an appropriate Primary Medical Performers List¹⁷.
- Have achieved qualifications in Section 12 Approval under the Mental Health Act 1983, which allows the practitioner to carry out formal Mental Health assessments. (SDHP, App 11)
- Either qualified with the Diploma in Medical Jurisprudence or equivalent or are currently undergoing this training. (SDHP, App 11)

13.8 Nurses

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

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

The following are desirable:

All nurses should have the following skills. If they have not undergone training prior to employment with the Provider, the Provider should ensure they are adequately trained utilising an accredited course and assessed as competent to perform these tasks:

- Obtaining forensic samples, both non intimate and intimate
- Substance misuse qualifications
- Mental health qualification and must hold the relevant NMC qualification.
- Prescribing and must hold the relevant NMC qualification.
- Emergency nurse practitioner and must hold the relevant NMC qualification.

13.9 Paramedics

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

- Trained appropriately and hold a paramedic qualification
- Have two years post qualifying experience

The following is desirable:

¹⁶ <http://www.rcgp.org.uk>

¹⁷ See DH's Primary Medical Performers Lists (August 2004), especially Annex A. This advice should be read in conjunction with the NHS (Performers Lists) Regulations 2004 (Statutory Instrument 2004 No.585) at <http://www.dh.gov.uk>

- Emergency care practitioner qualification
- Obtaining forensic samples, both non intimate and intimate
- Suturing

13.10 Allied Health Professionals

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

13.11 Non-Registerable Clinical Staff

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

13.12 Induction

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

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

- Administer basic life support (**BLS**); and
- Use automated external defibrillators (**AED**)¹⁸.

13.13 Clinical Staff supervision

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

13.14 Continuing Professional Development

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

- Promote a patient-centred approach, including the dignity of the patient, carers and relatives;
- Ensure that all HCPs involved in treating patients are appropriately skilled, trained and competent to carry out the roles required of them for the duration of the contract;
- Ensure the safe, correct and up to date operation of all systems, processes, procedures and equipment;
- Respond to individual training needs arising from HCPs' performance appraisal and clinical supervision;

¹⁸ ITT Vol 2, Section 3.4.3

- Respond to the individual professional development needs of HCPs;
- Support workforce strategies
- Comply with the provisions of SBH and equal opportunities and anti-discriminatory employment legislation; and
- Meet the requirements of professional bodies for re-registration and revalidation.
- Continuing development must ensure the Police requirements are met e.g. forensic work and safety / security.
- Joint training opportunities should be promoted between the Police and the Services Provider.

The Authority is prepared to allow the Provider to use its training facilities at Hutton for the purpose of training and induction subject to the payment of agreed rates.

13.15 Training placements

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

14 Staff management

14.1 Staff handbook

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

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

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

14.2 Employment terms and conditions

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

14.3 Health and safety

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

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

- A description of how health and safety responsibilities are allocated within the organisation.

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

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

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

14.4 Performance

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

The Provider must manage the conduct and performance issues of all HCPs and must ensure that all HCPs have regular performance appraisals. The Provider must be aware of the provisions for handling performance and conduct concerns of doctors in the NHS.¹⁹

14.5 Workforce information

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

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

¹⁹ DH publication HSC 2003/012 "Maintaining High Professional Standards in the Modern NHS", updated in 2005 <http://www.dh.gov.uk>. Proposals for the licensing and revalidation of doctors in GMC publication "Developing medical regulation: A vision for the future", <http://www.gmc-uk.org>

14.6 Contract management

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

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

15 General Undertakings and Obligations

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

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

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

15.3 HCPs must have appropriate transport to carry out their duties within the timescales specified.

15.4 Identification will be provided by the Authority and must be carried at all times when providing the Services.

16. Liquidated Damages

16.1 If HCPs fail to attend to provide the service, or any part of it, or fail to provide it with due diligence or in a proper, skilful and professional manner to the agreed standard and reasonable satisfaction of the Police Liaison Officer, the Authority may employ and pay other persons to provide that service. The Authority shall have the right to deduct by way of liquidated damages from the next monthly payment of the annual contract price the sum of £100 and any additional costs that may fall on the Authority on each and every occasion that an HCP fails to attend.

16.2 In the event of a HCP failing to attend any location within the times specified in the response protocol unless agreed by the officer or Authorised Officer, the Authority shall have the right to deduct by way of liquidated damages from the next monthly payment the sum of £50 for each 30 minutes delay up to a maximum of £100 for the first hour and £75 per hour for any further delays, together with any other costs that may fall on the Authority.

16.3 The deductions referred to in clauses 16.1 and 16.2 above will be subject to annual inflationary adjustments.

16.4 Regardless of Clauses 16.1 and 16.2 above the Authority reserves the right to terminate the Contract on the grounds of any Breach of Contract by Provider.

17. Acting as an expert witness instructed by The Defence

17.1 The Provider's HCPs will not appear as an expert witness instructed by the Defence in any criminal proceedings arising from any matter investigated or reported by any officer of Lancashire Constabulary, except in the following cases and subject to the conditions in clause 17.2 below. The exceptions are:-

- Where the defendant concerned is or has been a patient of the HCP in another medical practice.
- In any case where (a) the HCP has not had any involvement in the case in their capacity as a HCP and (b) the alleged offence occurred outside Lancashire.

17.2 HCPs must notify the Police Liaison Officer before appearing as a witness instructed by the defence in cases which occur in the area of the Constabulary.

17.3 HCPs must not appear as an expert or professional witness for the opposite party in any civil proceedings to which the Constabulary is a party unless:-

- The party concerned is or has been a patient of the HCP in another medical practice or
- The HCP has not had any involvement in the case in his/her capacity as an HCP and the matter, the subject of the proceedings arose outside Lancashire.

18 Complaints and Quality of Service

18.1 The Provider shall provide the Services to a standard which is in all respects to the satisfaction of the Authority and complies in all respects with the Operational Requirements/Specification and the General Conditions of Contract.

18.2 The Provider must supply sufficient information or data to support a defence in the event of a complaint.

18.3 The Provider must notify the Police Liaison Officer if any of his employees cease, for whatever reason, to be registered as a member of the appropriate medical organisation or become the subject of any disciplinary, health or performance proceedings before their governing professional bodies, whether or not arising from services to the Authority.

18.4 The Provider must notify the Police Liaison Officer if any of his employees are arrested, charged, summonsed or reported for any criminal offence other than a road traffic offence where a fixed penalty notice is served, or where the employee is the subject of a criminal investigation.

18.5 The Provider must also notify the Police Liaison Officer if any of his staff accept an appointment which could conflict with the employee's duties as an HCP.

18.6 All detainees who have received a service from the HCPs must be informed of how to make a complaint, compliment or comment with regard to the service they have received.

19. Service Monitoring and Management Information

19.1 The Authority and NHS Bury may from time to time, undertake formal service monitoring to ensure the terms and provisions of the Contract are being fulfilled.

19.2 The Provider will collect and provide activity data to the Police Liaison Officer and Purchasing and Contracts Manager to assist with the determination of future service provision.

19.3 The Provider is required to provide the Authorised Officer with management information on a monthly basis, which will include the following:

- i Number of call outs at each service location
- ii Number of repeat visits
- iii Number and type of examinations undertaken per service location.
- iv Response times including exception reporting.
- v Other information as from time to time may be requested.

19.4 A written report detailing the reasons for the failure of a HCP to attend will be required by the Authorised Officer within 48 hours of the occurrence.

19.5 The format of the reports and the type of media used to provide the reports are to be agreed between the Authorised Officer and the Provider following the award of the Contract.

20. Use of Premises and Facilities

20.1 The Authority will provide the Provider with the right of access to the Authority's premises requiring provision of the Services.

For avoidance of doubt, it should be understood that permission to enter the Authority's premises is not the grant a tenancy of the Authority's premises or any part thereof.

20.2 The Authority will provide adequately furnished, heated and illuminated examination facilities at each place where the Provider is required to perform examinations. These clinical spaces will meet the requirements of NPSA within 12 months of commencement of the Contract. The Provider must provide medical equipment, medications etc. required for any purpose connected with the duties of an HCP. A list of required equipment and disposable items can be seen in Appendix 1

20.3 It will be the responsibility of the Provider to liaise with the Area Custody Inspector, where there are any concerns regarding the examination facilities at police stations.

20.4 The Provider shall ensure that anyone representing the company/organisation shall not do any act or thing at any establishment other than the proper performance of the Services.

20.5 The Provider shall only use the premises, furnishings, facilities and equipment for the provision of Services to the Authority and shall not use them, or allow them to be used, for any other purpose unless authorised in writing by the Authorised Officer.

20.6 The Provider shall keep such accommodation, furniture and storage space as may be made available, in a clean and tidy state at all times and ensure they are properly secured.

20.7 Car parking facilities may be made available to the Provider at some locations.

5. PRICE SCHEDULES

Please complete the pricing and resource schedules below:

ITEM	PRICES £ (ex VAT)
Staff costs – NURSES. (to include all payments, N.I., training, travel and expenses	
Staff costs – DOCTORS. (to include all payments, N.I., training, travel and expenses	
Annual cost for the supply of medical equipment which is stipulated in Appendix 1.	
Annual cost for the supply of medical dressings and products which are stipulated in Appendix 1.	
Annual cost uniforms and other materials (please provide details)	
Annual management costs (to include overheads and profit)	
TOTAL ANNUAL COST(for up to 30,000+ call outs)	
TOTAL MONTHLY COST	
STAFFING RESOURCES	
Total number of doctors proposed	
Total number of doctors' hours per week	
Total number of nurses proposed	
Total number of nurses' hours per week	
Proposed management resource	

PRICE BREAKDOWN

Tenderers are requested to provide a breakdown of their costings to facilitate any price movements in accordance with clause 32 of the General Conditions of Contract.

Breakdown of costs	Percentage of total costs
Item	
HCP (doctors and nurses) staff costs	
Uniform, equipment and materials (other) costs	
Management costs	
Total	100%

6. CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

WHEREAS:

1. The Lancashire Police Authority whose principal offices are situated at Lockside Office Park, Lockside Road, Preston Lancashire PR2 2YS (hereinafter designated as "the parties") intend to enter into an Agreement for the provision of services fully described in the invitation to Tender document.

2. During the period of the provision of this Contract it will be necessary for each party to disclose to the other information which may be oral or written and include ideas, discoveries, inventions, drawings, specifications, formulae, programmes, plans, requirements etc. of a confidential nature, relating to certain methods including but not limited to operating, organisation, finance and accounting prepared and used in exercising statutory obligations and daily business of both parties.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For a period of six years following the date of disclosure both parties will keep confidential and will not disclose to any other person, firm or company any information disclosed by either party and shall not itself make any use of such information for any purpose other than internal recording by information technology and the checking and evaluation of documents except to the extent to which the Receiving Party:

1.1 can show that such information is publicly available through no fault of the Receiving Party,

1.2 can show that such information was in its possession prior to the date of disclosure,

1.3 may subsequently receive such information from any third party without restriction as to disclosure,

1.4 is authorised by any subsequent written agreement between the parties hereto.

1.5 is constrained by the provision of any statutory enactment, including but not limited to the Freedom of Information Act, 2000.

Nothing in this clause shall be deemed to confer, or to imply, agreement to grant rights under copyright, patents or similar rights owned by either party.

2. If either party wishes to transmit confidential information through a third party acting as its agent, the receiving party will be advised in writing prior to such disclosure and the provisions of this Agreement shall apply to any such disclosure.

3. Each party:

3.1 agrees to use the same care in protecting the confidential information of the other as is used by it in protecting its own confidential information,

3.2 agrees to disclose the information provided by the other hereunder to its employees and/or third parties acting as its agents only on a need to know basis, warrants that such employees and/or third parties acting as its agents as receive confidential information of the other are under written obligation to it to hold such information in confidence and to use it only for the purposes agreed herein, shall

comply with their respective obligations under the Data Protection Act 1984 and the Data Protection Act 1998 (together "the Data Protection Acts") that arise in connection with this Agreement.

4. The purpose of disclosing the information is to enable both parties to perform their obligations under the Agreement. A written request from either party to return the said information must be complied with within thirty days of the date of the first request.

5. Notwithstanding clauses 1- 4 above the parties here do acknowledge and agree that any information requested under the Freedom of Information Act 2000 may be disclosed provided such disclosure is appropriate and in accordance with the said Act.

6. If and when directed by **Lancashire** Police Authority, the CONTRACTOR shall secure that any person employed or engaged by the CONTRACTOR or by a Sub-Contractor, who is specified in the direction or is one of a class of persons who may be so specified, shall sign a statement that he understands that the Official Secrets Acts 1911 to 1989 apply to him both during the term of and after the expiry or termination of this Agreement.

7. This Agreement shall be considered to be subject to English law.

Agreed by..... (Print name)

Signature
for and on behalf of **Lancashire** Police Authority
Dated

Agreed by..... (Print name)

Signature
for and on behalf of **[xxxxxxxxxxxxxx]**
Dated

7. COMPANY INFORMATION QUESTIONNAIRE

PART ONE: Company Information

1.1	Full name of company (this should be the name of the company acting as prime contractor, where applicable).
1.2	Trading name of company (if different from above).
1.3	Date of formation of the company.
1.4	Registered number if a limited company (please supply a copy of the Certificate of Incorporation and any certificate of change of name).
1.5	Registered address of company or address of principal office in organisation.
1.6	Phone number.
1.7	Fax number.
1.8	E-Mail address.
1.9	Address and phone number of office from where business would be conducted in support of this contract, or where purchase orders should be sent, if different from 1.5 – 1.8 above.
1.10	Is your company a sole trader, partnership, private limited company, public limited company or other – please state.
1.11	Full names and addresses of all directors/company secretary/partners/associates or proprietor indicating who should be contacted in case of difficulties with this contract.
1.12	Have any of these persons named in 1.11 above been subject to bankruptcy proceedings or been involved in a company, which has been subject to liquidation proceedings or had receivers appointed? If yes, please give details.
1.13	Are any of the persons named in 1.11 above related to anybody employed by any of the North h West Region Police Authorities at a senior level or a member of the Authority? If yes, please give details.
1.14	Have any of the persons named in 1.11above been employed by any member of the North West Region or been a member of any of the north West Region Authorities. If yes, please give details.
1.15	If your company is a member of a group of companies, give the name and address of the holding company and all its other subsidiaries.
1.16	If your company is a member of a group of companies, will the holding company guarantee your performance of the contract?
1.17	Please provide the names of any other companies or other organisations that may supply any aspect of the proposed solution required by the Authority whether acting as a part of a consortium or as sub-contractors, sub supplier or in any other capacity.

1.18	Please state the approximate number of employees in your company (not group or other subsidiaries) who are specifically engaged in delivering similar services to those proposed by the Authority.
1.19	Please state the number of ethnic minority staff currently employed in your company (if possible, please provide a breakdown)
1.20	Please confirm the objectives of the company as stated in the Memorandum of Association cover the purposes for which this tender is being compiled. Please enclose a copy of the Memorandum.
1.21	Is your company a member of any professional or trade organisation? If yes, please provide details.
1.22	If your tender was to be successful, would you envisage employing more people? If yes, how many?
1.23	Would your company be willing to become involved with a marketing/customer awareness programme for this contract?

PART TWO: Technical Experiences and References

2.1	Please provide a full list of all contracts similar to that described in this tender document that you currently hold, or have been awarded and are likely to commence within the next 6 months. As a minimum this must include company/organisation name, descriptions of services provided, contract expiry date and approximate annual values of the services involved, name and contact details of person(s) who can be approached for references.
2.2	If you have a reason for the Authority to let you know before an individual contact is made please specify.
2.3	Has your company ever had a contract terminated or your employment terminated under the terms of that contract within the last 5 years? If yes, please give details.
2.4	Has your Company not had a contract renewed for failure to perform to the terms of a contract within the last 5 years? If yes, please give details.
2.5	Has your company ever suffered a deduction for liquidated and ascertained damages in respect of any contract within the last 5 years? If yes, please give details.
2.6	Does your Company have any quality accreditation? If yes, please give details and enclose evidence of the accreditation.
2.7	Please provide details of your organisations proposed complaints procedure
2.8	Please provide details of your organisations Employment/Training policy.
2.9	Does your Company have the facility for electronic procurement e.g. electronic ordering to payment systems? If yes, please give details.

2.10	Does your Company have the facility to accept purchasing cards? If yes, please give details.
2.11	Do the items that you have submitted within your tender meet the specification? If not what are the differences?
2.12	Does your company have an ethical trading policy? Please enclose a copy.

PART THREE: Financial Details

3.1	Please state the full name and contact details of your company's Finance Manager who will be responsible for financial matters relating to this contract.
3.2	Please enclose a copy of your Company's latest summary audited accounts . This should include: Balance Sheet, Profit and Loss Account,
3.3	If you have submitted accounts for a year ending more than 10 months ago, please confirm that the company described in the enclosed accounts is still trading. Also supply a statement of turnover since the last set of published accounts.
3.4	If your company's accounts and annual reports are consolidated into those of your parent company or group, then for each of the last two years please provide for your company: company turnover, profit before tax and net assets.
3.5	Please state the name and address of your bankers, including sort code and account numbers.
3.6	Please supply your VAT registration number, or anything corresponding to this in your country of origin if not UK.

PART FOUR: Insurance

4.1	Please give details of your Company's Employers Liability Insurance.	
	Insurer	
	Address of Insurer/broker	
	Policy number	
	Expiry Date	
	Limit of Indemnity	
4.2	Please give details of your Company's Public Liability (Third Party) Insurance.	
	Insurer	
	Address of Insurer/ broker	
	Policy number	
	Expiry Date	
	Limit of Indemnity	
4.3	Please give details of your Company's Professional Negligence Insurance.	
	Insurer	
	Address of Insurer/ broker	
	Policy number	

	Expiry Date	
	Limit of Indemnity	

PART FIVE: Diversity

5.1	Is it your policy as an employer to comply with your statutory obligations under the Equality Act, 2010 (which applies in Great Britain) or equivalent legislation which applies in the countries in which your company employs staff, and accordingly, is it your practice not to discriminate directly or indirectly on grounds of colour, race, nationality, or ethnic or national origin in relation to decisions to recruit, select, remunerate, train and promote employees?
5.2	In the last three years, has any finding of unlawful racial discrimination in the employment field been made against your organisation by the Employment Tribunal, the Employment Appeal Tribunal or any court or in comparable proceedings in any other jurisdiction?
5.3	If the answer to question 2 is yes, please provide details.
5.4	In the last three years has your organisation been the subject of formal investigation by the Commission for Racial Equality or comparable body on the grounds of alleged unlawful discrimination in the employment field?
5.5	If the answer to question 4 is yes, please provide details.
5.6	In addition, if the answer to either questions 2 or 4 is yes, describe what steps you have taken as a result of that finding.
5.7	Is your policy on race relations set out:
5.7.1	in instructions to those concerned with recruitment, selection, remuneration, training and promotion?
5.7.2	in documents available to employees, recognised trade unions or other representative groups of employees?
5.7.3	in recruitment advertisements or other literature?
5.8	Does your company have an Equal Opportunities Policy? If so, please provide a copy.
5.9	How is this policy promoted and implemented?
5.10	Are your staff with managerial responsibilities required to receive training on equal opportunities?
5.11	Do you observe, as far as possible, the Commission for Racial Equality's Code of Practice for Employment, as approved by Parliament in 1983, or a comparable code or statutory guidance issued under equivalent legislation in another member state, which gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including monitoring of workforce matters and steps that can be taken to encourage people from ethnic minorities to apply for jobs or take up training opportunities?

5.12	If you are not currently subject to UK legislation, please supply details of your experience in complying with equivalent legislation which in the relevant country is designed to eliminate discrimination (especially racial discrimination) and to promote equality of opportunity.
5.13	Under the Equality Act, 2010 the Authority has a specific duty to promote racial equality. Please indicate how your company would seek to support the Authority in this duty.

PART SIX: Health and Safety

6.1	Please enclose a copy of your Company's Health & Safety Policy and/or other declaration, information or instruction issued by your Company as necessary, to protect the health and safety of your employees.
6.2	Please give the name of the person(s) responsible for implementing and maintaining your Company's health and safety policy.
6.3	In the last three years has your Company been prosecuted for contravention of the Health & Safety at Work Act 1974 or equivalent national legislation, or been the subject of a formal investigation by the Health & Safety Executive or similar body charged with Improving health and safety standards? If yes, please provide details.
6.4	Please provide details of how your health and safety policies are communicated to your employees and administered within your company.
6.5	Please provide details of any strategies your company has introduced to improve safety.
6.6	Please provide details of your company's health and safety training for employees.
6.7	Does your company undertake health and safety audits? If yes, please provide details.
6.8	Does your company use any products classified within COSHH (Control of Substances Hazardous to Health Regulations 1988)? If yes, please provide the relevant COSHH data sheets. NB: Companies are obliged under this contract to inform the Authority of any changes made to products that may be classified under COSHH Regulations.

PART SEVEN: Professional Conduct

7.1	Is your company currently involved with any legal proceedings (including arbitration) with any other organisations including local authorities? If yes, please provide details.
7.2	Are there any issues current or likely in relation to your company that may give rise to any conflict of interest with this contract? If, yes please provide details.

PART EIGHT: Business Continuity

The Civil Contingencies Act 2004, places a statutory duty on the Police to have Business Continuity Management (BCM) in place to ensure continued service delivery of essential services. BCM is also a regulatory requirement for compliance with the Association of Chief Police Officers (ACPO) Community Security Policy and an integral part of the Force's risk management framework.

All business activity may become subject to disruptions, such as technology failure, flooding, utility disruption and terrorism. BCM provides the capability to adequately react to operational disruptions, while protecting the welfare and safety of staff.

Our operations are reliant upon external dependencies such as suppliers, contractors, regulators and agency partners. It is essential that when selecting suppliers that carry out a Business Impact Analysis (BIA).

In order that we can adequately assess the impact of any future supply chain disruptions please respond to the below questions.

8.1	What is your approach to risk management?
8.2	Who is responsible for business continuity within your organisation?
8.3	Do you have a formal business continuity programme and business continuity plan? Please provide details.
8.4	What actions have taken place with your business continuity programme within the last year? What were the outcomes of the actions? What documents are available to support these actions and can they be viewed?
8.5	Is your business continuity plan regularly tested and updated?
8.6	Has your business operation been interrupted in the last five years? What was the effect upon your customers?
8.7	Do you have a strategy for ensuring continuity of supply from your critical suppliers?
8.8	What is the trigger point for you to contact Lancashire Constabulary in the event of a disruption? How will you keep us updated?
8.9	Are you clear about the level of service you are expected to provide if there is an emergency/disruption?
8.10	Are your arrangements adequate to deliver the level of service during an emergency?
8.11	Have you taken into account the risks in your particular area? This information is available in your local Community Risk Register (CRR).

WHEN YOU HAVE COMPLETED THE APPLICATION PLEASE READ AND SIGN THE SECTION BELOW.

PART NINE : Undertaking

I/We certify that the information supplied is accurate to the best of my/our knowledge and that I/we accept the conditions and undertakings requested in the application. I/We understand that false information could result in my/our exclusion from this tender process and the Authority's Approved List of Firms to be invited to tender.

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as to inducement or reward to any servant of a public body and that any such action will empower the authority to cancel any contract currently in force and may result in my/our exclusion from the Authority's Approved List of Firms to be invited to tender.

Signed _____ Print Name _____

Date _____ Position _____

For and on behalf of (name and address) _____

This questionnaire shall be signed by a Director or other senior representative.

Please note that the term 'firm' refers to: sole proprietor, partnership, incorporated company and co-operative as appropriate.

BEFORE RETURNING THIS QUESTIONNAIRE PLEASE ENSURE THAT YOU HAVE:

- Answered all questions appropriate to your application;
- Enclosed all relevant documents ensuring that all enclosures are clearly marked with the name of your company and the number of the question to which they refer;
- Signed the above undertaking

IF YOUR TENDER IS SUCCESSFUL THIS APPLICATION WILL BE INCORPORATED INTO THE CONTRACT AWARDED TO YOU.

Please refer to the scoring scheme detailed below

PQQ SCORING SCHEME – LANCASHIRE CONSTABULARY

PART 1: COMPANY INFORMATION

- 1.4 If copy provided +2pt. If no copy 0 pts.
- 1.12 If yes –5. If no 0pts
- 1.18 Overall answer +10 staff =+1pt, 10-20 = +2pts, 20-30 = +3pts, 30-40 =+4pts, 40-50 =+5pts. (5pts maximum).
- 1.20 If copy +2pt. If no copy 0pts.
- 1.21 +2pts for member of each trade organisation, up to a maximum of 3 organisation memberships. (6pts maximum)
- 1.22 +2pts if yes. If no 0pts
- 1.23 +1 Basic answer. +3pts if comprehensive answer.

Maximum 20 points

PART 2: TECHNICAL EXPERIENCE & REFERENCES

- 2.1 +1pt for every contract mentioned, up to a maximum of 3 contracts. +2pt for each for each contract of similar value to business offered. Maximum +9 pts total
- 2.3 –2pts for each contract terminated
- 2.4 –2pts for each contract not renewed through bad performance.
- 2.6 0pts if no. +1pts if yes, +1pt if copy of accreditation provided. Maximum +2pts total
- 2.7 Copy attached +1pt, basic statement +1pt, comprehensive statement +3pts. Maximum +5pts
- 2.8 Copy attached +1pt, basic statement +1pt, comprehensive statement +3pts. Maximum +5pts
- 2.9 +1pts if yes. 0pts if no, further +2pts if detail provided. Maximum +3pts
- 2.10 +1pts if line item detail or summary VAT
- 2.12 Copy attached +1pt, basic statement +1pt, comprehensive statement +3pts. Maximum +5pts

Maximum points 30 points

PART 3: FINANCIAL DETAILS

- 3.2 Note turnover as a percentage of business offered.

Business offered should be 25% of turnover

If turnover is a minimum of 4 x business offered +5pts

If turnover is less than 4 x business offered 0pts

- 3.3 Submission of accounts +5pts

- 3.4 Profitability upto a maximum of 10 pts

Maximum points + 20pts

PART 4: INSURANCES

- 4.1 If fully compliant upto 5pts
- 4.2 Note limit of indemnity – upto 5 pts if fully compliant

Maximum points 10 pts

PART 5: EQUAL OPPORTUNITIES

- 5.2 -5pts if company has been investigated
- 5.3 -5pts if investigated
- 5.7.1 +1pt if yes. 0pts if no.
- 5.7.2 +1pt if yes. 0pts if no.
- 5.7.3 +1pts if yes. 0pts if no.
- 5.8 +1pts if answer is yes. 0pts if no. +1pts if policy is provided. 0pts if not provided. +3pts if policy comprehensive. +1pt if policy is basic. (maximum of 5pts).
- 5.9 +3pts if answer is comprehensive. +1pt if answer is basic. If no policy 0pts.
- 5.10 +3pts if yes. 0pts if no.
- 5.11 +1pts if yes. 0pts if no.
- 5.12 +3pts for comprehensive answer, 1pt for basic response.
- 5.15 +3pts for comprehensive answer, 1pt if basic/satisfactory answer.

Maximum 21 points

PART 6: HEALTH & SAFETY

- 6.1 Comprehensive policy or statement given : 10 points
- Basic/Satisfactory policy or statement given : 5 points
- No policy given: 0 points
- 6.3 Note only, but deduct 10 points if company prosecuted
- 6.4 Comprehensive statement : 10 points
- Basic/satisfactory statement : 5 points. No answer 0pts.

Maximum 20 points

PART 7: PROFESSIONAL CONDUCT

- 7.1 If yes minus 5pts
- 7.2 If issues minus 5pts

Maximum points Nil (Possible minus 10pts, however, we would investigate further to see how serious it is)

PART 8: BUSINESS CONTINUITY

- 8.1 Up to 4pts
- 8.2 1pt
- 8.3 Up to 6pts
- 8.4 Up to 2pts
- 8.7 If yes 2pts
- 8.8 Up to 2pts
- 8.9 Up to 1pt
- 8.10 Up to 1pt
- 8.11 If yes 1pt

TOTAL POINTS AVAILABLE 141 points

SECTION 8

INFORMATION DOCUMENTS/METHOD STATEMENTS

Please refer to the scoring criteria at the end of this Section

RESPONSES TO THE 46 METHOD STATEMENTS SHOULD BE LIMITED TO A MAXIMUM OF 500 WORDS PER METHOD STATEMENT

SERVICE DELIVERY

1. IMPLEMENTATION PLAN

Upon award of the contract, the Contractor will be required to initiate an implementation plan in liaison with the Authority to manage all aspects of the transfer from the existing contact to the new one.

Please provide an example of an implementation plan, which may be appropriate for a contract of this nature.

2. CALL HANDLING

a) Explain how and where calls will be processed. b) What contingencies do you have in place in the event of telephone or power failure?

3. SERVICE DEVELOPMENT

It is expected that the custody medical services contract with the potential duration of 4 years will evolve over time to meet the changing needs of the service users.

How will your company ensure that the service provision continues to meet customer expectations?

WORKFORCE

RECRUITMENT & SELECTION

4. Tenderers must describe their approach to:

- Keeping up-to-date with current applicable UK employment legislation;

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5. Tenderers must submit a copy of their proposed recruitment policy for the Services that meet the recruitment policy requirements.

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6. Tenderers must describe how they propose to assess the practical competency of each category and grade of prospective HCPs

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7. If Tenderers intend to use a recruitment agency to recruit new staff they must submit a NIL SCORE

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- In addition, where any international recruitment is proposed, Tenderers must indicate so in the box below and must identify the recruitment agencies they will engage with.

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8. Tenderers that indicate a nil score to Question 7 must describe how they will ensure that any recruitment agencies that they propose to use, will comply with:

- Safer Recruitment; and
- The Code of Practice for International Recruitment (if applicable).

9. Tenderers must describe:

- Where and how BBV screening will be carried out for staff; and
- How the process will be anti-discriminatory in practice.

10. Tenderers must describe:

- Their approach to meeting these requirements for the registration of HCPs and
- How they propose to prevent lapsed registrations.

11. Tenderers must include a list of the key induction programme modules and must explain:

- Why these modules are key; and
- How these modules support the development of patient-centred values and a learning culture.

12. Tenderers must describe how they will ensure that all HCPs will be adequately trained and competent to deal with medical emergencies safely and appropriately.

Tenderers must describe:

- Their arrangements for ensuring that all HCPs will receive appropriate clinical supervision;
- How the process for doctors' peer reviews will be conducted; and
- How these arrangements represent good practice.

- If the Tenderer has a clinical supervision policy that includes the detail above, this may be provided as an alternative to the description requested above.

13. Tenderers must provide an outline of their proposed CPD plan for all staff, which must include a list of mandatory training modules.

14. Tenderers must provide their proposed staff handbook, or advise on the process by which they will ensure that the staff handbook will be available before the commencement date.

COMPANY STRUCTURE & PERSONNEL

15. Tenderers must submit their proposed operational management organisation structure chart, which should demonstrate key managerial roles and responsibilities, reporting relationships and accountabilities.

16. Tenderers must describe their proposed arrangements for staff management and leadership and/or practice management. Tenderers must include in their response the name(s) and CV(s) of the nominated person(s) for the:

- Staff management and leadership role; and
- Practice management role (if separate).

17. Tenderers must provide the names and CVs of nominated persons for the key medical roles described in Service Specification

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18. Tenderers must describe the processes they have in place to appraise and manage the performance of all staff and must briefly explain how these will:

- Promote a patient-centred approach;
- Be consistent with good clinical practice and anti-discrimination legislation;
- Promote the quality and safety of the Services;
- Promote the dignity of and respect for the patient;
- Enhance patient satisfaction;
- Facilitate compliance with the provisions of SBH; and
- Facilitate the re-registration and re-validation of doctors and other clinical professionals.

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19. Tenderers must provide a template of relevant performance appraisal forms or advise on the process by which they will be available before the commencement date.

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20. Tenderers must describe the systems and processes that they propose to have in place to manage and deliver such workforce information and reports as are required.

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STAFF DEPLOYMENT & WORKING PRACTICES

21. Tenderers must describe for all HCPs their proposed:

- Planned working patterns and contractual hours (identifying the numbers of sessions to be worked weekly and annually); and
- The percentage of non-clinical (administration) time included in the total working time.

22. Tenderers must describe for all HCPs their proposed contingency arrangements to cover for planned and unplanned increases in workload and/or staff absences; and the cover available for medical emergencies.

23. Tenderers must:

- Give examples of any roles where non registerable staff might apply;
- Describe how they will ensure that such HCPs have the necessary training, qualifications, experience, current competence and English language communication skills to undertake their roles; or
- Insert “not applicable” in the box where this does not apply.

24. Tenderers must describe how they propose to apply principles of equal opportunity, anti-discriminatory practice, equity and fairness, communication and involvement and confidentiality in achieving and maintaining a positive employee relations environment and in dealing with the following:

- Any disciplinary, issues and/or complaints of bullying and harassment;
- Complaints;
- Any grievances;
- Any reports of malpractice;
- Sickness absence;
- Holiday cover; and
- Any instances of drug and substance misuse, and smoking.

Clinical Quality of Service

Clinical Quality

25. Tenderers must describe how they intend to meet the service access requirements and deliver the Services in a way that is accessible to patients.

The response should include:

- A description of the booking and triage system;
- How they will ensure patients have access to:
- Any appropriate HCP **within 1 hour**;
- Any Forensics trained HCP **within 1 hour** for purposes of obtaining forensic samples.
- Protocols and pathways in place to minimise the need for transfer to external providers e.g. A&E
- Protocols and pathways in place to ensure appropriate referral and information sharing with partners within the community or custody on release or transfer.
- The number of doctor and nurse appointments, per custody suite per week, they will offer;
- Length of consultation times they will offer for each type of HCP; and
- How they will ensure compliance with service access requirements.

26. Tenderers must describe how they will identify local hard-to-reach groups and ensure equity of access for these groups.

The response should include a:

- Process for identifying local hard-to-reach groups;
- List of local hard-to-reach groups identified by Tenderers for this specification;
- Description of how Tenderers will improve access to the Services for each of the identified hard-to-reach groups and , in particular, the local BME communities;
- Plan of how hard-to-reach groups will be encouraged to participate in health promotion activities such as breast screening, cytology, smoking cessation, etc; and have the appropriate referral processes in place to assist patients to access these activities; and
- Plan of how hard-to-reach groups will be encouraged to participate/ attend in disease prevention activities and have the appropriate referral processes in place to assist atients to access these activities.

27. Tenderers must describe how they will involve patients in the design, development and delivery of the Services.

The response should include an explanation of how Tenderers will:

- Identify key patient groups;
- Engage and collaborate effectively with patients and the custody staff to identify needs;
- Develop the Services to address needs;
- Share information, decisions and appropriate responsibility with patients and custody staff;
- Evaluate and continually improve patient satisfaction rates.
- Obtain, evaluate and continually improve custody staff / police satisfaction rates.

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28. Tenderers must describe how they will ensure that patients receive continuity of care.

The response should include an explanation of how they will:

- Develop a culture that encourages continuity of care;
- Use the skill mix of HCPs to provide continuity of care; and
- Have appropriate systems and processes in place to identify and manage the continuity of care required by patients who:
 - Have long-term conditions;
 - Suffering from emotional or mental ill health; or
 - Who frequently use a variety of services such as A&E, Police, Social Care; and
 - Suffering with substance or alcohol intoxication and / or dependence, this includes Tobacco; and
 - Minor injuries; and,
 - Aggressive and violent, either verbally, physically or both.

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29. Tenderers must describe their arrangements for respecting patient dignity and privacy. If relevant, Tenderers may provide appropriate policies.

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30. Tenderers must describe how they will meet the SBH.

The response should include an explanation of their approach to meeting the core and developmental requirements of each of the seven domains of the SBH, and how

this will be integrated with the requirements for clinical leadership and a system of integrated governance.

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31. Tenderers must describe their strategy to deliver a service that focuses on health promotion and disease prevention.

The response should include a description of:

- How they will identify the key public health challenges of the locality;
- How the Tenderer will identify at-risk patients for long-term conditions, cancers, sexually transmitted infections and unwanted pregnancies;
- The specific strategies to be used to promote health and prevent disease in the at-risk patients;
- How the Tenderer will evaluate the success of their health promotion and disease prevention strategies; and
- Any other conditions that the Tenderer will use health promotion and disease prevention to address in the locality.

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Patient Care

32. Tenderers must describe how they will provide a convenient service for patients.

The response should include a description of:

- The consultation methods they will offer patients;
- The criteria they will adopt for triaging clinical visits to the custody suites; and
- Other aspects of their service proposal that will improve safety, security and convenience for custody staff and patients.

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33. Tenderers must describe any processes they will have in place to deal with concerns about the welfare of a child. If relevant, Tenderers may provide appropriate policies.

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34. Tenderers must describe any processes they will have in place to deal with concerns about the welfare of vulnerable adults. If relevant, the Tenderer may provide appropriate policies.

Policy, Process & Systems

35. Tenderers must appropriately manage any problems and complaints which arise as a result of day to day service provision. Please indicate how you will deal with incidents of this nature from initial notification to resolution with details of your communications methodology.

36. Tenderers must confirm that they are committed to operating in accordance with the NICE guidelines on infection control “Prevention of healthcare associated infections in primary and community care” (June 2003).

37. Tenderers must describe how IG, that incorporates CG, is core to its business and governance arrangements.

The response should include an explanation of:

- How CG will be incorporated in a system of IG, in particular those associated with patient safety, management of clinical risk and implementation of lessons learned;
- Their framework of IG that includes CG and the clinical leadership roles
- Their understanding and clarity of approach to patient safety;
- Their systems of clinical risk assessment and risk reduction;
- Their culture and systems that facilitate learning from experience and action planning to improve patient safety and quality of care; and
- Their approach to continually improving patient safety.

38. Tenderers must describe the system they will have in place to deal with medical emergencies safely and appropriately. If relevant, Tenderers may provide appropriate policies.

The response should include an explanation of:

- How HCPs will respond to medical emergencies;
- How clinical cover will be organised for medical emergencies; and
- The emergency drugs available in the custody suite to deal with medical emergencies.

39. Tenderers must describe their approach to incident reporting and how they intend to:

- Develop a culture that encourages and supports staff to report adverse incidents;
- Collect patient safety data; and
- Ensure that their organisation learns from adverse incidents to improve the quality of care to patients.

40. Tenderers must describe the systems and processes they will have in place to ensure safe and effective prescribing and medicines management.

The response should include an explanation of the systems and processes to:

- Monitor HCPs prescribing in terms of accuracy, output and on-going development needs;
- Quality assure and report accuracy, output and to identify opportunities for improvement;
- Carry out regular reviews / audits to ensure safe prescribing, dispensing and administration of medications.
- Ensure that prescribing practice will be consistent with guidance from the Authority/ NHS Bury prescribing adviser; and
- Ensure safe and secure handling of medicines.

41. Tenderers must describe the systems and processes they will have in place to:

- Ensure monitoring of referrals in terms of clinical appropriateness;

- Identify and manage any referrer training and development needs;
- Monitor and manage attendances at local emergency and urgent care services; and
- Reduce unnecessary admissions for patients with long-term conditions.

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INFORMATION & RECORD KEEPING

CLINICAL RECORDS / NOTES

42. Tenderers must confirm their understanding of and confirm that they will aspire to comply with, the NHS TS, NHS and CS requirements and describe how they will use them, or why they may not be able to comply with these requirements.

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43. Tenderers must confirm their acceptance of their reporting commitments and describe their approach to gathering the necessary information.

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44. Tenderers must describe how their IM&T system will manage the security, confidentiality and quality of patient information and include in their response, use of the standards, good practice and statutory obligations listed above. Bidders must confirm that their IM&T system do not require any patient identifiable data to be transferred outside the European Economic Area (EEA) and must list any countries outside England they plan to transfer patient identifiable data to.

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45. Tenderers must describe how they would deliver all of clinical information activities in process and system terms.

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46. Tenderers must describe their IM&T disaster recovery plans.

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AWARD CRITERIA/SCORING MECHANISM

TENDER AWARD CRITERIA	DETAIL	OVERALL WEIGHTING	NOTES
Price	The price submitted should be competitive, realistic and achievable in accordance with the requirements of the contract and represent value for money	40%	
Service Delivery	<p>Implementation of service (10pts) Call Management system(30pts) Service Development (10pts)</p> <p>Recruitment & Selection (90pts) Company structure, personnel & reporting processes (60pts) Staff development, working practices & processes(40pts)</p> <p>Total of 240 points</p>	30%	<p>All method statements will be marked out of 10 points with the exception of call management which will be up to 30 points.</p> <p>The scoring mechanism is shown below</p>
Clinical Quality of service	<p>Clinical Quality (70pts) Patient Care (40pts) Policy Process & Systems (40pts)</p> <p>Clinical Records, systems & the management of information (50pts)</p> <p>Total of 200 points</p>	30%	<p>All method statements will be marked out of 10 points.</p> <p>The scoring mechanism is shown below</p>

SCORING MECHANISM

Score	Description
♦ Score 0	♦ Question not answered / response is unsatisfactory. Does not meet minimum requirements ♦
♦ Score 1 - 3	♦ Poor response, only partially satisfies requirement, with deficiencies apparent. Falls short of minimum expectations ♦
♦ Score 4 - 6	♦ Response meets minimum criteria but remains basic and could have been expanded upon. Response is sufficient but does not inspire. ♦
♦ Score 7 -10	♦ Comprehensive and useful response which is innovative and exceeds expectations, including a full description of techniques and measurements employed.

9. GENERAL CONDITIONS OF CONTRACT

1. Definitions
2. Written agreements
3. Interpretation of contract
4. The Authority's tender documents, the submission and acceptance of tenders
5. Receipt and acceptance of tenders
6. Revocation of offer/withdrawal of tenders
7. Sufficiency of information
8. Services
9. Variations to establishments in the contract
10. Contractor's personnel
11. Contractor's duties to employees
12. Health and safety
13. Ordering of goods and services
14. Liens
15. Inspection by authorised representative
16. Quality
17. Variations to services
18. Patents
19. Purchase from an alternative supplier
20. Contractor liable for excess cost
21. Recovery of sums due
22. Liquidated damages
23. Assignments and sub contracting
24. Copyright
25. Publicity
26. Indemnities and insurance
27. Observance of statutory requirements
28. Quantities
29. Official Secrets Act and confidentiality
30. Data Protection Act, 1998
31. Misuse of Computers Act, 1990
32. Pricing/Price variations
33. Payment
34. Management information/progress reports
35. Performance bond
36. Corrupt gifts or payments
37. Cartels
38. Canvassing
39. Invalidity and severability
40. Determination or cancellation of contract
41. Breach of contract
42. Force majeure
43. Industrial action
44. Free issue of materials
45. Use of premises
46. Audit
47. Designated representatives
48. Option for other UK police forces and emergency services to join
49. Exclusivity
50. Freedom of Information Act 2000
51. Environmental considerations
52. Human Rights
53. Additional terms and conditions

54. Special conditions of contract
55. Contract to remain in force
56. Waiver
57. Arbitration
58. Transfer of Undertakings
59. Notices
60. Governing law

GENERAL CONDITIONS OF CONTRACT

These Conditions may only be varied with the written agreement of the Authority. No terms or conditions put forward at any time by the Contractor shall form part of the Contract.

1. Definitions

(a) Throughout the documentation relating to this contract the masculine shall include the feminine and neuter, the singular shall include the plural and vice versa.

(b) The Tender documents shall mean:

Letter of Invitation

Introduction

Instructions to Tender, Communication & Enquiries, Sample Submissions

Form of Tender

Operational Requirements and Specifications

Pricing and Information documents

Confidentiality and Non Disclosure Agreement

Company Information Questionnaire

General Conditions of Contract

Special Conditions of Contract

Tender Award Criteria

Contract Management and Monitoring

Schedule of Delivery Sites

(c) The Authority shall mean the **Lancashire** Police Authority, acting corporately or by its duly Authorised Officer(s), which invites persons, firms, companies or other bodies to submit Tenders/Quotations and subsequently enter into Contracts with successful Tenderers.

(d) The 'User' shall mean the Lancashire Police Authority and any other Police Authority or public body specified in sub-section 4 of section 1 of the Local Authority (Goods and Services) Act 1970 or any Orders made thereunder nominated by **Lancashire** Police Authority (either before or during the continuance of any contract made in pursuance hereof) who wish to participate in any Contract for the supply and delivery of goods and/or services.

(e) 'Tenderer' shall mean any of those persons, firms, companies or other bodies who have submitted or propose to submit a tender for the business specified in the Schedule and/or Specification herewith.

(f) 'The Contractor' shall mean the person, firm or company whose tender is accepted in whole or in part and, where the context so admits, his or their personal representatives or successors, as the case may be, and permitted assignees.

(g) 'Contract Period' shall mean the period of the Contract as specified in the Documentation.

(h) 'Authorised Officer' shall mean any person who has been authorised by the Authority to order and/or accept delivery of and/or inspect any item or services the subject of the Tender Documents.

(i) 'Duty' shall mean any value added tax or similar tax payable to the Government which would normally be paid by the purchaser but not further or otherwise.

2. Written Agreements

The Contractor shall when required by the Authority execute an Agreement in writing embodying the terms of the Contract.

3. Interpretation of Contract

(a) Any variation to these Conditions which may be contained in any supplemental or Special Conditions of Contract and/or Specification issued for any particular purchase shall take effect as if the same were contained in these Conditions and any Contract however made supplemental to these Conditions shall be read and construed accordingly.

(b) The Clause headings contained herein are for convenience of reference only and shall not affect the construction or interpretation of this agreement, which shall be construed in accordance with English law.

4. The Authority's Tender Documents, the Submission and Acceptance of Tenders

(a) The submission of a tender for the supply and delivery of any Item or services set out in the Tender Schedule and/or Specifications shall be made only in accordance with the Tender Documents and the Authority shall not be bound by any variation, addition to or waiver of any condition contained in the Tender Documents except as shall have been specifically agreed between the Authority and the Contractor in writing and signed on behalf of the Authority by an Authorised Officer.

(b) Any clauses in the Contractor's own Conditions of Sale or Contract or any supplementary Condition or letter which are at variance with the Authority's Tender Documents shall be overridden by the Tender Documents unless specifically agreed to in writing in accordance with paragraph (a) above.

(c) Tenders will only be accepted if submitted on the Form of Tender herewith.

(d) The Form of Tender must be signed:

(i) In the case of a Partnership by a person duly authorised to sign and bind the Tenderer or, if no person has such authority, by all Partners;

(ii) In the case of a limited company and in any other case by a person duly authorized to sign and bind the Tenderer:

and all information given in the Tender Documents to be completed by the Tenderer must be given by a person duly authorised to sign and bind the Tenderer. The Authority shall be under no obligation to check that persons purporting to have authority to sign and bind any Tender have such authority and The Authority shall be entitled to assume that all Forms of Tender are properly signed and that any information given in the Tender Documents to be completed by the Tenderer is properly given and is correct.

(e) All Tenders/Quotations must be submitted to the Authority in accordance with instructions contained in the Form of Tender.

(f) All Tenders/Quotations will be subject to the Authority's Standing Orders and will be accepted in accordance with the said Standing Orders.

(g) The Authority does not bind itself to accept the lowest or any Tender.

(h) The Authority will consider Tenders for any or all of the Items or services set forth in the Tender Schedule and/or Specification and reserves the right to divide any Item for which bona fide Tenders are received between two or more Tenderers.

(i) The Tender or any part thereof shall remain open for acceptance by the Authority for a period of nine months from the closing date for submission of tenders.

5. Receipt and Acceptance of Tenders

Subject to the Standing Orders of the Authority no tender received after the time or the date stated in the Tender Documents will be considered and incomplete tenders may be rejected except where the Tenderer is tendering for only part of the business for which Tenders have been invited.

6. Revocation of Offer/Withdrawal of Tenders

(a) The Tenderer shall not at any time after submitting a tender cause the offer thereby made to be withdrawn or revoked.

(b) In the event of any person or firm withdrawing a tender or declining to sign the contract upon being called upon to do so after his or their tender has been accepted, or if the Police Authority are satisfied that the Contractor has not carried out that Contract in a satisfactory manner, the person or firm or Contractor shall not be allowed to tender or shall be removed from the approved lists thereafter for a period of three years, or such other period as may be agreed by the Authority in individual cases.

7. Sufficiency of Information

- (a) The Contractor shall be deemed to have examined the requirements specified, and these Conditions of Contract. No claim from the Contractor for additional payment shall be allowed on the grounds of misinterpretation of any matter relating to the requirements specified in these Conditions of Contract on which the Contractor could reasonably have satisfied itself beforehand.
- (b) The Contractor shall be deemed to have satisfied himself before submitting his tender as to the accuracy and sufficiency of the rate and prices stated by him in his tender which shall (except in so far as it is otherwise provided in the Contract) cover all his obligations under the Contract and shall be deemed to have obtained for himself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect his tender.

8. Services

- (a) The Services to be supplied by the Contractor shall be in accordance with the Specification set out in the Tender Documents. The Services to be provided in the Specification are those which the Authority estimates as the probable requirements for the period of the Contract, but the Authority may at its option require the Services or any part thereof to be increased or decreased by the Contractor. The Contract Standard shall be the standard of service required by the Authority as set out in the Specification.

9. Variations to Establishments in the Contract

- (a) The Contractor shall be required to supply the Services on the same terms as quoted in the Contract to any establishments, additional to those mentioned in the Contract, which may be opened by the Authority during the period of the Contract. The Authority reserves the right to close any of the establishments mentioned in the Contract during the period of the Contract and/or reduce the provision of Services mentioned in Clause 2.1 hereof accordingly. The Authority also reserves the right to remove from the Contract during the period of the Contract any establishment which ceases to be the responsibility of the Authority.
- (b) If the Authority shall dispose of or close or remove from the Contract all or a substantial number of locations, the Authority may either make appropriate modifications to the Contract or may, at its sole discretion, terminate the Contractor's services by giving to the Contractor such reasonable notice in writing as the Authority may in its absolute discretion determine and the Authority may forthwith repossess its materials, clothing, equipment, vehicles or other goods loaned or hired to the Contractor. If the Contractor's services are terminated under this Clause, neither the Authority nor the Contractor shall have claims against the other in respect of any loss or damage resulting from or arising out of the termination of the Contractor's services. The Contractor shall be entitled to receive from the Authority any sum or sums due in respect of work performed up to the time of termination of the Contractor's services.

(c) If the variation or the cumulative effect of a number of variations under this clause is such as to change the volume of work by more than twenty five per cent from what it was at the beginning of the Contract then the Contractor shall be entitled to give six months notice in writing to terminate the Contract.

10. Contractor's Personnel

(a) The Contractor shall employ a sufficient number of staff to ensure that the Services are provided at all times and in accordance with the detailed service specification.

(b) The Contractor shall employ in and about the provision of the Services only such persons as are careful, skilled and experienced in their several trades and callings.

(c) The Contractor shall ensure that every person employed by the Contractor in and about the provision of the Services is at all times properly and sufficiently trained and instructed with regard to: -

- The task or tasks that a person has to perform,
- All relevant provisions of the Contract,
- All relevant rules, procedures, standards and employment practices of the Authority to be complied with by the Contractor,
- Fire risks and fire precautions in accordance with existing fire policies at each location listed in the Specification,
- The Authority's supervisory structure and the arrangements for liaison between the Authority's supervisory staff and staff employed by the Contractor,
- The requirement for confidentiality, particularly in respect of all information concerning the Authority, its staff, clients, visitors and the services being provided by the Authority,
- Any Policies, Rules, Procedures and Standards of the Authority as may be defined in the Special Conditions of Contract and / or the Specification.
- The standards of behaviour expected from staff as defined in the Police Staff Council paper entitled "Standards of Professional Behaviour".

(d) The Authorised Officer may require the Contractor to remove from work in or about the provision of the Services any person employed by the Contractor. The Contractor shall immediately comply with such instruction and as soon as it is reasonably practicable thereafter provide a substitute in order to ensure that the Services are maintained to Contract Standard. Any member of the Contractor's staff removed from work under the provisions of this clause may not re-enter the Authority's premises without the written consent of the Authorised Officer.

The Authority shall in no circumstances be liable either to the Contractor or to the employee in respect of any liability, loss or damage occasioned by such withdrawal, suspension or removal and the Contractor shall fully indemnify the Authority against any claim made by such an employee.

(e) VETTING

The provisions of Sections 4 (2) and 4 (3) (b) of the Rehabilitation of Offenders Act 1974 do not apply to persons employed on police premises, or those persons whom assist constables of a police force.

Therefore, the Contractor must abide by the Association of Chief Police Officer's Vetting Policy and Lancashire Non-Police Personnel Vetting Procedures. This requires the Contractor to identify all his members of staff or agents who have or will have access to the Constabulary's premises, equipment and/or information. The Contractor is duty bound to: -

Gain the consent of the employee or proposed employee to be vetted.

Ensure that adequate, accurate and up to date information is supplied on the vetting form.

Ensure that vetting applications are received in good time for processing and prior to offers of employment being made.

Ensure that the employee or proposed employee has signed the form once the details have been completed.

Employees or proposed employees who refuse to give their consent to be vetted or do not provide the information required in the clause below or refuse to sign the vetting form will be ineligible for employment in and about the provision of the Services.

The following information is required for each person to be employed or seeking to be employed by the Contractor in the provision of the Services and, if when requested by the Authority, all other persons who may be at any time concerned with the Contract or any part of it, specifying in each case the capacities in which they are so concerned. This information is mandatory and the vetting process will not be undertaken until they are made available:

Full name and details of any other name known by (either currently or previously)

Maiden name or any previous surnames used.

Date and place of birth.

Current address.

Details of any previous addresses in the last 5 years.

Gender.

Details of spouse/partner, co residents and close family members

Details of any previous convictions/cautions and other sanctions (as detailed in Section 2 of the vetting form)

Details of current financial position and specifically any current or previous Bankruptcy Orders, County Court judgements (CCJs), Individual Voluntary Agreements (IVAs) or defaulted accounts.

Details of any known criminal associates.

The Contractor shall not employ any person in and about the provision of the Services who has not been vetted, and prior confirmation of vetting clearance having been granted has been received from the Authorised Officer. The Contractor must ensure that his list of security cleared personnel is kept up to date and available for inspection by the Authority's personnel and must ensure that the Constabulary is updated with regard to personnel who leave.

The Authority is not permitted to give the Contractor any reason for the rejection of an employee or proposed employee.

Vetting clearances will ordinarily be valid for a period of five years during which time they may be subject to a periodic appraisal and, at the end of which they become subject to renewal.

(f) The Contractor's staff will be subject to the Official Secrets Act 1911 – 1989 and every member of the Contractor's staff employed at any Police Establishment will be required to sign such undertakings as to confidentiality whether statutory or otherwise as may be required at the absolute discretion of the Authority.

(g) Save as expressly provided in this Contract, the Contractor shall be entirely responsible for the employment and conditions of service of the Contractor's own employees, but shall not employ in the provision of the Services any ex-employee of the Authority who has been dismissed on disciplinary grounds without the prior written consent of the Authorised Officer.

(h) Any member of the Contractor's staff who is dismissed from employment shall be required to vacate the Authority's premises immediately.

Any member of the Contractor's staff whose vetting clearance is withdrawn or not renewed shall be required to vacate the Authority's premises promptly.

The Contractor's staff must be informed of and agree to update the Authority's Vetting Team of any relevant changes in their circumstances. Failure to do so may result in vetting clearance being declined.

(i) The Contractor shall not employ in the provision of the Services any person under the age of sixteen, or persons participating in a Youth Training Scheme or any similar scheme, or any person undertaking any course of study at the Authority's premises, without the prior written approval of the Authorised Officer.

(j) The Contractor shall provide a sufficient number of supervisory and management staff who shall be responsible for the safety of all operations and ensure that the Contractor's staff engaged in or about the provision of the Services are at all times adequately supervised and properly perform the duties. In particular, the Contractor shall appoint a Contract Manager, who shall be the authorised representative of the Contractor for all purposes connected with the contract.

(k) The Contractor's staff engaged in and about the provision of the Services shall primarily be under the control and direction of the Contractor's own supervisory staff but nevertheless while on the Authority's premises obey all reasonable instructions given to them by the Authority's supervisory staff in any matter in which the immediate safety of the Authority's staff, clients and visitors shall be involved. A list of all the relevant numbers of the Authority's supervisory staff and its representatives will be provided.

(l) The Contractor and his employees shall carry out their duties and behave while on the Authority's premises in a quiet and orderly manner and in such a way to cause the minimum possible disruption to the routines and procedures of the Authority's staff, clients and visitors.

(m) The Contractor and his employees shall give all reasonable assistance to the Authority in the investigation of complaints, contract monitoring, disciplinary matters involving the Authority's staff, claims for damages and similar matters.

(n) The Contractor may only authorise his employees and persons making deliveries to the Contractor in connection with the provision of Services to enter or use any part of the Authority's premises without the prior written permission of the Authorised Officer.

(o) Neither the contractor, nor his employees, shall unlawfully remove any articles from any of the Authority's sites or premises, whether the property of the Authority, its employees or any other person(s)

(p) Neither the Contractor, nor his employees, shall solicit gifts or gratuities from the public, visitors, the Authority's staff or clients.

(q) The Authority will not accept any liability in respect of theft, loss or damage to personnel property of the Contractor's personnel.

11. Contractors Duties to Employees

The Contractor shall employ only such persons as are careful, skilled, honest and sufficiently physically fit to undertake the duties required of them. The Contractor shall in respect of all persons employed by him (whether in execution of his contract or otherwise) on the Authority's premises or in every factory workshop or place situated in the United Kingdom and occupied or used by him for the execution of the contract comply with the following conditions.

(a) The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, as amended by the Race Relations (Amendment) Act, 2000, the Equality Act, 2006 the Disability Discrimination Act, 2005 or any statutory modification or re-enactment thereof relating to discrimination in employment. The Contractor shall take all reasonable steps to secure the observance of these provisions by all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Contract.

(b) The Contractor shall be required to fully comply with the Health & Safety at Work Act 1974 and with all regulations attached thereto. All health and safety information provided by the Authority to the Contractor for this purpose shall be provided to the Contractors staff. If the Contractor is in breach of this condition, the Authority will be entitled to suspend the Contract forthwith without prejudice of any other rights which the Authority may have, until such time as the breach has been rectified. In addition, the Contractor must comply with the requirements of Clause 12 below.

(c) The Contractor shall keep proper records necessary for the satisfactory completion of the Contract including wages, records and time sheets, showing the wages paid to and the time worked by the work people in his employ and about the execution of the Contract. All such records shall be produced whenever required for the inspection by an officer authorised by the Authority.

(d) The Contractor shall be responsible for the observance of this condition by Sub-Contractors employed within the United Kingdom in the execution of the Contract and shall if required notify the Authority of the names and addresses of all such Sub-Contractors.

In the event of any question arising as to whether the foregoing conditions are being observed the question shall, if not otherwise disposed of, be referred to an independent tribunal for decision.

The Contractor shall ensure that his staff are trained in accordance with the Training Requirements which form part of the Service Specification. The cost of any such training shall be responsibility of the Contractor.

12. Health and Safety

(a) The Contractor must comply with all Health and Safety matters required by current legislation and the Authority's Health and Safety Policy a copy of which will be supplied to the Contractor.

(b) The Contractor shall ensure that the Authority is, at all times, in possession of a copy of the Contractor's current Health and Safety Policy, and the name of the Contractor's Health and Safety Officer or person nominated for such responsibilities.

(c) The Contractor shall undertake in relation to his own staff, risk assessments on all sites included in the Contract. Where an assessed risk may also affect other employees on the site, the Contractor shall provide a copy of the assessment to the Head of the Establishment concerned.

(d) The Authorised Officer shall be empowered to suspend provision of the Services at any site in the event of non-compliance by the Contractor or his staff with Health and Safety matters, and the Contractor shall not resume the provision of the Services so suspended until the non-compliance has been rectified. In respect of any such period of suspension, the Authority will, at its absolute discretion, be entitled to apply the provisions of Clause 7 of the Special Conditions of Contract relating to penalties.

(e) All accidents to Contractor's employees or visitors occurring on the Authority's premises must be reported by completion of an Accident Report form, which will be provided by the Authority, and which must then be immediately forwarded to: -

The Health and Safety Officer
Lancashire Constabulary Headquarters
Saunders Lane
Hutton
Preston PR4 5SB

The Head of the Establishment and the Authorised Officer must be advised of all such occurrences at the earliest opportunity.

The Authority reserves the right to investigate all accidents occurring within the Authority's premises and the Contractor and his employees will be required to co-operate with such investigations.

(f) The Contractor shall acquaint himself and his staff with the fire procedures for the premises and shall require his staff to comply with all alarms and tests. The Contractor shall take all reasonable precautions to minimise the risk of fire.

(g) No highly flammable liquid, liquefied petroleum gas, petroleum spirit or any chemical or substances defined under the Control of Substances Hazardous to Health Regulations 1989 (COSHH) shall be taken into or stored within the Authority's premises without prior written approval of the Authority.

13. Ordering of Goods and Services

(a) The Contractor shall not place or cause to be placed any orders with suppliers or otherwise incur liabilities in the name of the Authority or any representative of the Authority in respect of purchases made by the Contractor for the purpose of the Contract.

(b) The Authority or any of its employees shall not be responsible, or liable for accepting any of the Contractor's goods delivered to the Authority's premises.

(c) The Contractor shall ensure that stocks of materials held on the Authority's premises are kept to a minimum having regard to the storage facilities available on site (if any) but at no time below a level accounting for less than one months requirement.

14. Liens

(a) The Contractor shall protect and shall hold all property of the Authority free from all liens, charges and other encumbrances.

15. Inspection by Authorised Representative

(a) The Tenderer shall permit any duly authorised representative of the Authority either before or during the Contract period to undertake inspections and/or investigations and/or tests as the Authority shall consider necessary upon giving reasonable notice to the Tenderer so as to ensure that the Tenderer is able to fulfill all of his obligations under any Contract which the Authority may be considering awarding or has awarded to him.

(b) In addition, the Contractor will be subject to contract management and monitoring as detailed in Section 12 of the Tender Documents.

16. Quality and Quality Control

(a) Defective Equipment

The Contractor shall indemnify the Authority against any liability under the Employer's Liability (Defective Equipment) Act, 1969, either as originally enacted or as subsequently amended or replaced, for personal injury suffered by any employee of the Authority in consequence of any defect in anything supplied by or on behalf of the

Contractor to the Authority under the Contract or under any contract between the Contractor and the Authority entered into pursuant to the Contract.

(b) It shall be the duty of the Contractor to provide the Services to a standard which is in all respects to the satisfaction of the Authority, and to comply in all respects with the Specification, the General Conditions of Contract.

(c) The Contractor shall handle any complaints received from whatever source, in a prompt, courteous and efficient manner. Any complaints not related to the Contract, or to any obligation placed on the Contractor under the Contract, which are received as a result of the presence of the Contractor or his staff at any establishment, must be immediately referred to the Authorised Officer.

(d) The Contractor shall institute and maintain a properly documented system of quality control, which is capable of demonstrating that the Contract Standard is at all times properly maintained. Accreditation to BSEN ISO 9002 or equivalent is desirable. The system shall be operated by the Contractor and shall not rely on completion of documentation by the Authority's staff who should nevertheless be consulted when appropriate. The system shall be open to inspection by the Authority.

Such a system shall include, inter alia:

Day to day supervision and the monitoring of service delivery.

Inspection of purchased goods and services from approved suppliers.

Maintenance of equipment.

Keeping records of these activities and of the action taken when non-conformances found.

Records of complaints received and action taken.

Regular review of operation of system.

Details of organisational responsibility for quality activities.

Staff training and qualifications where appropriate.

(e) The Quality Control System shall supplement any monitoring that may be instituted by the Authority and shall not be a substitute for it, and shall not prejudice the issue of any instruction or default notice.

(f) The Authorised Officer shall be entitled to request any information relating to the provision of the Services and such information shall be supplied by the Contractor forthwith.

17. Variations to Services

The Contract shall not be varied unless the Authority makes such variation in writing.

(a) In the event of an emergency the Authority shall have the right to vary the Contract by oral instructions given by the Authority's representative, which shall be confirmed in writing within seven days.

(b) The Authority shall have the right to vary the specification of requirements at any time, subject to the variation being related in nature to the goods/services being provided and no such variation shall vitiate the Contract.

(c) The price for any variation shall, unless otherwise agreed between the parties, be adequately detailed.

(d) The Authority will either approve or reject in writing any variation proposed by the Contractor, this will be in writing.

(e) The Authority may remove any item that is no longer required, giving 28 days notice and written confirmation. Unless any specific buy back agreements have been signed the Authority will take no responsibility for stock of product or material held by the Contractor.

(f) The Authority may add any item to the Contract within reason and subject to the additions being related in nature to the goods/services being provided and no such additions shall vitiate the Contract.

18. Patents

The Contractor shall not, in connection with the Contract, use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent or patent rights, and the Contractor shall indemnify the Authority from all proceedings, damages, costs, charges, expenses, loss and liability which the Authority may sustain, incur, or be put to by reason or in consequence directly or indirectly of any breach of this provision (whether willful or inadvertent), and against the payment of any royalties or other monies which the Authority may have to make to any person or body entitled to patent rights in respect of any process, article, matter or thing used, manufactured, supplied or delivered by the Contractor in connection with the Contract.

19. Purchase from an Alternative Supplier

Notwithstanding the provisions of Breach of Contract Clause below, should the Contractor for any reason whatever fail to deliver any part of the Services the subject of this Contract at any time throughout the Contract period or be otherwise in breach of or fail to fulfill any obligation imposed upon him by virtue of this Contract the Authority may in its absolute discretion determine the same, without incurring liability, either in whole or in part or to the extent only of such failure or breach on the part of the Contractor, and the Authority may then purchase the Services from another source required to make good any failure or breach on the part of the Contractor or, in the event of this Contract being wholly determined, any Services which but for the breach or failure of the Contractor might otherwise have been ordered from him. In

addition, the Contractor may be liable for liquidated damages at the rate specified below.

20. Contractor Liable for Excess Cost

Any excess of cost over the contract price incurred by the Authority in exercising its rights under Clause 19 hereof together with all charges and expenses attending such purchase which may be incurred because of any failure or breach on the part of the Contractor shall be recoverable by the Authority from the Contractor by action at law or in accordance with the provisions of Clause 21 of this Agreement.

21. Recovery of Sums Due

Wherever under this Contract any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum then due, or which at a later time may become due, to the Contractor under this Contract or under any other agreement or contract with the Authority.

22. Liquidated Damages

(a) If the Contractor fails to meet any requirements in the Contract by its own default, the Contractor shall pay or allow the Authority a sum calculated at the rate stated in the Contract as liquidated and ascertained damages for the period from the milestone in the Contract until the date the milestone is met and the Authority may deduct such sum from any monies due to the Contractor under the Agreement or to recover the sum as a debt due from the Contractor.

(b) The Authority may require and take sufficient security or guarantee for the due performance of every Contract unless such security or guarantee is provided for by general arrangements made by the Authority.

(c) In the event that any medical staff employed by the Contractor shall not be present and available for duties in the custody suite in the time specified in the Service Specification, there will be a reduction by the sum of £80.00 for every delay exceeding one hour or £40 for every delay exceeding half an hour made from the sums due to the Contractor. A notice will be issued by the Authority in the event of such instances.

(d) It should be noted that this amount will be adjusted annually in line with increases in police pay.

(e) Regardless of above, the Authority reserves the right to terminate the Contract on the grounds of any Breach of Contract by the Contractor.

23. Assignments and Sub-Contracting

The Contractor shall not assign or sub-contract any portion of the Contract without the prior written consent of the Authority. Sub-contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to him under the Contract or these conditions.

Where the Authority has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Contractor to the Authority immediately they are issued.

24. Copyright

- (a) Copyright in the documents comprising the Contract shall vest in the Authority but the Contractor may obtain or make at his own expense any further copies required for use by the Contractor in performing the Contract.
- (b) All reports and other documents and materials and the copyright or similar protection therein arising out of the performance by the Contractor of his duties hereunder are hereby assigned to and shall vest in the Authority absolutely.
- (c) The provisions of this Condition shall apply during the continuance of this Contract and after its termination howsoever arising.

25. Publicity

- (a) Except with the written consent of the other party neither party shall make any press announcements or publicise this Contract in any way.
- (b) Both parties shall take all reasonable steps to ensure the observance of the provisions of Clause 25(a) by all their servants, employees, agents and consultants. The Contractor shall take all reasonable steps to ensure the observance of the provisions of Clause 25(a) by its sub-contractors.
- (c) Notwithstanding the provisions of Clause 25(a), the Authority shall be entitled to publicise this Contract in accordance with any legal or quasi legal obligation upon the Authority, including, but without limitation, obligations under the General Agreement on Tariffs and Trade Agreement on Government Procurement.
- (d) The Contractor is advised that he or his sub-contractors shall not, without the prior written consent of ACPO Secretariat, use the ACPO logo on any contract or publicity material. Neither will any Contractor or his sub-contractors advertise or publicly announce that they are undertaking work for any Police Authority, the Police Service or their partners, without first obtaining the written permission of the contract participant in respect of this Contract.

26. Indemnities and Insurance

- (a) The Contractor shall indemnify and keep indemnified the Authority from and against all and any actions, proceedings, costs, claims, demands, charges, expenses and/or loss which it may sustain, incur, be put to or become in any way liable for either directly or indirectly by reason or in consequence of any of the following happenings, namely:

the infringement by the Contractor, his employees, agents or suppliers of any copyright, patent, patent rights, design, trade-mark, name or other protected rights of third parties;

damage to any property whatsoever or the death of or injury to any person whomsoever which in the absence of this agreement would not otherwise have arisen and in particular, damage to property or the death or injury of any person whomsoever which is due to the defect of any item supplied under this agreement (fair wear and tear after delivery to the Authority excepted);

failure by the Contractor to comply in all respects with the appropriate requirements of all and any Statutes, Bye-Laws, Notices and Regulations in force from time to time throughout the Contract Period about which he is or should have been aware;

any claim, which may be made in respect of employer's liability by any workpeople, employed by the Contractor and any sub-contractor, under lessee, transferee or assignee;

and the Contractor shall where required by the Tender Documents insure against and pay and discharge all costs, charges and expenses which may be or become properly payable by reason of any such happening and the Authority may recover from the Contractor any amount which it has paid arising out of such proceedings costs, claims, demands, liability, damages, charges, expenses and/or loss as aforesaid.

(b) The Contractor (if an individual) represents that he is regarded by both the Inland Revenue and the Department of Social Security as self-employed and accordingly shall indemnify the Authority against any tax, national insurance contributions or similar impost for which the Authority may be liable in respect of the Contractor by reason of this Contract.

(c) The Contractor shall effect with an insurance company or companies acceptable to the Authority 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 this Contract in the sum of £5 million at least in respect of any one incident, unlimited in total in respect of death and to a minimum of £2 million in respect of professional indemnity, unless otherwise agreed by the Authority in writing.

(d) If requested, a certificate evidencing the existence of such policies shall be provided by the Contractor to the Authority.

(e) Any Sub-Contractor appointed by the Contractor must undertake that if selected will enter into a contract with the main Contractor on terms which indemnify the main contractor/supplier and the Authority against his own obligations under the main contract included in the sub-contract unless provision is made to the contrary under the conditions of contract.

(f) If the Contractor either neglects or fails to insure as provided here the Authority may effect such insurance itself and shall charge the cost of the premium of such insurance to the Contractor together with a sum representing 5% of the premium or the sum of £25,000 (which ever shall be the lesser sum) as liquidated damages. The Contractor shall pay to the Authority the said insurance premium and the added

sum referred to within fourteen days of being notified of the same and in default interest shall run on such monies at the rate of 4% above the base rate for the time being of HSBC until payment.

27. Observance of Statutory Requirements

- (a) The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Contract and shall indemnify the Authority against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever made as a result of any failure in such compliance.
- (b) The warrants that the design, construction and quality of goods to be supplied under the Contract comply in all respects with all relevant requirements of any Act of Parliament, statutory instrument, order, regulation, bye-law or other enactment in force when the goods are delivered.
- (c) The Contracts (Rights of Third Parties Act, 1999) will not apply unless specifically agreed to the contrary by the Authority.

28. Quantities

The quantities stated in the Specification and operational requirements are those, which are estimated as the probable requirements of the Authority (Authorities) for the period of the Contract, but the Authority (Authorities) may at its option require the supply and delivery under any item in the Specification of any quantity greater or less than the quantity specified in such item.

The quantities stated in the Tender Documents do not form a commitment of the Authority Authorities.

29. Official Secrets Act and Confidentiality

- (a) The Contractor undertakes to ensure that his employees abide by the provisions of the Data Protection Act 1984 and 1998 and the Official Secrets Act 1911 and 1989 and any act amending, replacing or renewing the same. The Contractor shall, by the display or notices or by other appropriate means, ensure that all persons engaged in connection with the Contract (including any maintenance agreement) have notice that these statutory provisions apply.
- (b) The Contractor shall keep secret and not disclose and shall ensure that his employees keep secret and do not disclose any information of a confidential nature obtained by him by reason of this Contract except information which is in the public domain otherwise than by reason of a breach of this provision.
- (c) The Contractor shall ensure that his employees, agents and sub-contractors treat all information obtained or received in connection with the Contract as confidential and are aware of the provisions of the Data Protection Act 1984 and 1998 and that any personal information shall not be disclosed:
 - (c) Information provided shall not be used for any other purpose than the execution of the Contract.

(d) The Authority is committed to protecting all information in compliance with the Association of Chief Police Officers' Community Security Policy. The Contractor will agree to abide by any terms and conditions to ensure continued protection of any information which the Contractor, his staff or agents shall have access to.

(e) The Contractor shall indemnify and keep indemnified the Authority against any actions, claims, losses, proceedings or costs arising from any breach of this condition.

(f) If the Contractor is in breach of this condition, the Authority will be entitled to cancel the Contract forthwith.

30. Data Protection Act, 1998

(a) The Contractor and his staff will not be permitted to use or access the Authority's computers / computer systems without the prior written approval of the Authorised Officer.

(b) In those instances where the Contractor has been given permission to access the Authority's computers / computer systems, the Contractor, his staff and agents will abide by the terms of the Data Protection Act, 1998 whilst obtaining, handling, processing or otherwise using any information. In this respect the Contractor, his staff and agents shall comply with the Authority's protocol.

(c) The Authority and the Contractor shall remain for the duration of this Contract registered in accordance with the provision of the Data Protection Act, 1998 as amended from time to time.

(d) The Contractor shall act only on the instruction received from the Authority regarding the use of personal data relating to the Authority, its staff, clients or visitors and shall take appropriate technical and organisational measures against unauthorised or unlawful processing of such personal data and against accidental loss or destruction, or damage to, such personal data.

(e) The Contractor shall return to the Authority upon request at any time all personal data in its possession which relates to the Authority, its staff, clients or visitors.

(f) The Contractor shall indemnify and keep indemnified the Authority against any such breach.

31. Misuse of Computers Act, 1990

(a) The Contractor, his staff and agents, will comply with the Misuse of Computers Act, 1990 and shall indemnify and keep indemnified the Authority against any such breach.

32. Pricing/Price Variation

(a) The Contractor shall comply with all the terms and conditions contained herein relating to pricing and price variations. No price variation will be considered otherwise than in accordance with the price variations detailed in this clause.

(b) Tendered prices must include all costs incurred in providing the items (including delivery) as specified in the Tender Documents but shall, unless otherwise indicated in the Tender Documents, exclude Value Added Tax, where applicable.

(c) As regards any goods comprised in the Contract, or any component part or ingredient of such goods, which may be or become subject to the payment of duty, any new duty, or any increase or decrease in duty existing at the date of the Tender payable in respect of such goods supplied under the Contract, or in respect of any component part or ingredient thereof, shall, in the case of a new duty or increased duty, be allowed to the Contractor and, in the case of a decreased duty, be allowed to the Authority.

(d) The Contract price and the prices and rates stated in the tender documents shall, after receipt of a written request from the Contractor, be reviewed initially with effect from any date (which shall be known as the Review Date) after the Contract has been in operation for 12 months and at subsequent agreed Review Dates provided that no review may take effect within 12 months of an earlier review. Review Dates shall be agreed in writing between the Authority and the Contractor.

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

Labour Costs . This element in the tender price review will be dependent on changes in the rates of pay and employer's National Insurance contributions applicable to the Contractor's employees. Any variation will be limited to a maximum percentage increase corresponding to the percentage increase in the wages rates for Police Staff over the 12 months preceding the review date as determined by the Police Staff Council.

Management Costs. This element in the review will be dependent on changes in the salaries paid to the Contractor's management staff and associated employers N I contributions. Any variation will be limited to a maximum percentage increase corresponding to the average percentage increase in the scale for salaried Police Staff in the 12 months preceding the review date as determined by the Police Staff Council.

Other Costs. These elements in the review will be dependent on changes in the costs of materials and equipment used by the Contractor and in other costs incurred by him in the performance of the Contract. Any variation (excluding labour and management) will be limited to a minimum percentage increase corresponding to the percentage increase in the "General Index of Retail Prices" (excluding seasonal food) over the most recent twelve month period preceding the Review Date for which the Index is available.

(f) Any agreed variation will become payable from the latest Review Date and will not be applicable to any period beginning before that date. Variations will remain in force until the next Review Date as stated above.

(g) The Contractor will be required to produce evidence of variations in costs in support of any request for a review of prices, and he shall make available to the Authority on request, facilities for examining the Contractor's records for the purpose of verifying the information provided. In addition, any variations must reflect market trends in relation to the Services being provided.

(h) If the Contractor disputes the Contract prices fixed by the Authority following a review under this clause, the Contractor may refer the matter to an arbitrator to be agreed between the parties or failing such agreement as to the same, within 15 working days to be appointed upon the application of either party hereto by the President for the time being of the Chartered Institute of Arbitrators. An Arbitrator duly appointed shall be entitled to make such a decision as he thinks just and equitable as being a fair and reasonable adjustment to the Contract prices having regard to the matters specified above and any decision of such Arbitrator shall be final and binding on the parties hereto.

(i) Where a dispute is referred to arbitration the Authority shall, prior to the decision of the Arbitrator, continue to pay the Contractor in accordance with the Contract prices current immediately prior to the Authority's last review, but the Authority shall pay to the Contractor or be entitled to recover from the Contractor (as the case may be) on the next date on which payment falls due from the Authority to the Contractor after the decision of the Arbitrator, such sum if any as is equal to the difference between the amount which should have been paid and the amount which has been paid.

(j) The costs of any Arbitrator duly appointed shall be borne by the Authority and Contractor in equal shares.

(k) If during the Contract period a decrease in the price for comparable services is quoted or charged by the Contractor to other customers, the Contractor will implement such a reduced price in favour of the Authority and will notify, in writing, to that effect. Should the Contractor be unwilling to effect a price reduction of this nature, the Authority shall be free to purchase the Services from the lowest priced source without incurring any liability.

(l) The Authority reserves the right to determine the Contract forthwith in the event that it deems any increase in price to be unreasonable.

33. Payment

(a) The Authority agrees to pay all invoices within thirty days of receipt. Invoices must only be submitted after provision of the items and services. The Authority will not make any interim payment unless there is a previous written agreement between the Authority and the Contractor. All invoices must be clearly marked with the relevant order number. The Authority will not pay any invoice that has an outstanding credit note against it.

(b) The Authority shall pay to the Contractor for the provision of the Services a monthly sum calculated on the basis on 1/12th of the tendered price subject to any

deductions negotiated and agreed in accordance with the liquidated damages clause above.

(c) In addition to the sums specified above, the Authority shall also pay to the Contractor any Value Added Tax as may be properly chargeable by the Contractor, subject to the issue by the Contractor, of a suitable Tax Invoice.

(d) The Contractor shall submit to the Authorised Officer no later than the 15th day of each calendar month following each completed month of the Contract period, an invoice for the Services undertaken detailing the amount payable under the clause above. The Contractor will provide invoice supporting information in a style to be agreed by the Authorised Officer.

(e) Lancashire Police Authority may give preference to companies/organizations which will accept purchasing cards as a means of payment.

34. Management Information/Progress Reports

Where progress reports and other management information are to be submitted under this Contract, the Contractor shall render such reports and management information as to the progress of the mutual obligations under this Contract at the time and in such form as may be specified or as otherwise agreed between the Authority and the Contractor. Submission, receipt and acceptance of these reports shall not prejudice the rights of either party under this Agreement.

35. Performance Bond

For the purposes of this Contract, a performance bond may be required at the discretion of the Police Authority. The performance bond, if required, shall be a sum equivalent to 10% of the Contractor's total Tendered Price.

36. Corrupt Gifts or Payments

The Contractor shall not:

(a) Offer to give, or agree to give to any member, employee or representative of the Authority, any gift or consideration or any kind of inducement or reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Authority or for showing or refraining from showing favour or disfavour to any person in relation to this Contract;

(b) Offer to sell goods or services to any member, employee or representative of the Authority on the terms specified under the Contract between the Authority and the Contractor;

(c) Commit an offence under the Prevention of Corruption Acts 1889 and 1916, or to pay or offer any fee or reward contrary to Section 117(2) of the Local Government Act 1972.

If the Contractor, his employees, agents or sub-contractors contravene clauses 34 (a) or (b) or (c) the Authority shall be entitled to cancel the Contract and recover from the Contractor the amount of any loss resulting from such cancellation.

37. Cartels

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

38. Canvassing

Canvassing is prohibited and any Tenderer who is guilty of so doing will be disqualified and apart from any other action which may be taken against him will be debarred from tendering to the Authority for a minimum period of three years following the date of expiry of the Contract the subject of the Tender or other such period as may be prescribed by the Authority.

39. Invalidity and Severability

If any provision of the Contract shall become or shall be declared by any Court or administrative body of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision of the Contract all of which shall remain in full force and effect.

The parties hereby agree to attempt to substitute for any invalid or unenforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

40. Determination or Cancellation of Contract

(a) The Contract may be determined summarily by the Authority at any time by notice in writing to the Contractor in the event of any breach of any of the stipulations and conditions contained in any clause hereof or of any special conditions, or if a receiving order shall be made against the Contractor, or if the Contractor shall have become bankrupt or insolvent or shall compound with or assign in favour of creditors or (being an incorporated company) shall resolve to wind up or be ordered to be wound up or shall carry on business under a receiver, or if as regards the interest of the Contractor the Contract shall become vested in any other person or body without the consent of the Authority otherwise than by the death of the Contractor, provided always that the Contractor shall, if called upon by the Authority to do so, complete any orders which may have been given to him prior to the determination the Contract and on the terms provided by the Contract.

In such circumstances, the Contractor will notify the Authority immediately in writing.

(b) The Contract may also be determined summarily by the Authority where the Contractor is an individual, if he shall or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act.

(c) Without prejudice to the generality of these Conditions the Authority shall be entitled to cancel this Contract and recover from the Contractor the amount of any loss resulting from such cancellation. At the discretion of the Authority any loss may be deducted from any monies due or to become due to the Contractor under the Contract or recovered by action.

(d) Termination of the Contract shall not prejudice or affect any right of action or remedy, which shall have accrued or shall thereupon accrue to the Authority and shall not effect the continued operation.

(e) In the event that the Contractor's ability to act as a provider of the Contract Service is discredited in any way, the Contract shall be terminated with immediate effect and any payments after that point shall cease.

41. Breach of Contract

In the event of any breach by the Contractor, or by any person to whom the Contract or any part thereof may have been assigned or underlet, of any of the Conditions of these Tender Documents, the Authority may absolutely determine the Contract. Furthermore the Authority may proceed to complete the works or obtain or dispose of the materials elsewhere either by contract or otherwise.

Any sums which may be incurred or sustained by the Authority by reason of the determination of the Contract as aforesaid shall be borne by the Contractor. In such an event, Clause 38(c) will apply.

If the Contract is determined under this Condition the Contractor shall be debarred from tendering for a minimum period of three years or other such period as the Authority may determine.

42. Force Majeure

(a) For the purposes of this Agreement the expression "force majeure" shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered "force majeure" if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

(b) Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to "force majeure" if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

(c) If either of the parties shall become aware of circumstances of "force majeure" which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other and shall inform the other of the period which it is estimated that such failure or delay shall continue.

(d) It is expressly agreed that any failure by the Contractor to perform or any delay by the Contractor in performing its obligations under this Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Contractor shall have entered into any contract supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to "force majeure" only in the event that such person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of "force majeure".

(e) Should the "force majeure" continue for more than 28 days, or other such period as determined by the Authority the parties shall enter into discussions with a view to agreeing alternative supply arrangements for the longer term, as may be fair and reasonable to the parties and any alternative suppliers called upon to supply products/services during the remaining period of the "force majeure".

43. Industrial Action

(a) The Contractor shall immediately notify the Authorised Officer of any actual or potential industrial action, whether such action be by his own staff or others, that affects or might affect his ability at any time to fulfil the Contract. The Contractor shall, as far as practicable, be responsible for maintaining the Services to Contract Standard during industrial action, at no additional cost to the Authority. Details of the Contractor's contingency plans and arrangements shall be immediately provided to the Authorised Officer on request.

(b) In the event that the Contractor is unable to provide such Services or a portion of the Services covered by this Contract for any reasons mentioned in Clause 42(a) or Clause 42(c) hereof then: -

the Authority reserves the right to provide such Services or a portion thereof in such a manner as it deems proper and to use therefore any materials or supplies of the Contractor which are available provided that the Authority as may be applicable shall reimburse the Contractor for such materials and supplies actually used at the actual cost thereof to the Contractor and

in addition the Contractor shall repay the Authority any sums paid to the Contractor in advance for the Services or any portion of the Services not provided by the Contractor.

(c) In the event of industrial action involving staff of the Authority or others affecting the Services the Contractor shall co-operate with the Authorised Officer as far as possible to ensure the Services are being maintained by the Contractor. Justifiable claims by the Contractor will be favourably considered by the Authority in the event that the Contractor is prevented from providing the Services by industrial action of the Authority's staff.

44. Free-Issue Materials

Where the Authority for the purpose of the Contract issues materials free of charge to the Contractor such materials shall be and remain the property of the Authority. The Contractor shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. The Contractor shall notify the Authority of any surplus materials remaining after completion of the Contract and shall dispose of them as the Authority may direct. Waste of such materials arising from bad workmanship or negligence of the Contractor or any of its servants, agents or sub-contractors shall be made good at the Contractor's expense. Without prejudice to any of the rights of the Authority, the Contractor shall deliver up such materials whether processed or not to the Authority on demand.

45. Use of Premises and Facilities

(a) The Authority will provide the Contractor with access to, and use of, the Authority's premises currently used in the provision of the Custody Medical Services free of charge. Such use will include washrooms, toilet facilities and office facilities where these currently exist.

(b) The Authority will provide the Contractor with right of access to the Authority's premises requiring the provision of Services, and keys, swipe cards and clock cards will be provided for this purpose where necessary and appropriate.

(c) For the avoidance of doubt, it is hereby declared that the permission to enter the Authority's premises hereby given is not the grant of a tenancy of the Authority's premises or any part thereof.

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

(e) The Authority will, during the period of the Contract and in connection with the provision of the Services, allow the Contractor to use free of charge:-

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

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

Contractor with regard to reasonable economies, with which the Contractor shall comply.

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

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

(h) The Contractor will be allowed to utilise the existing telephone system, fax, intranet systems for internal and external communications directly associated with the provision of Custody Medical Services free of charge. The Contractor will meet the full cost of all charges for any communications which are not directly associated with the provision of the Custody Medical Services.

The above will include the installation, maintenance and all associated costs with a stand alone IM and T system.

The use of the existing telephone system, intranet system and computer programmes will be limited to that which is required by the Contractor's staff to provide the Services in question. The Contractor shall ensure that his staff are aware that the abuse of these systems may lead to disciplinary action.

(i) The Contractor will be responsible for the provision of all word processing, typing, photocopying and postage services together with all stationery used in the provision of the Custody Medical Services.

(j) The Contractor must satisfy himself as to the suitability of the premises, taking account of the requirements of the Specification and the general and special conditions of contract. No additional payments will be allowed in relation to the above, unless the Contractor submits written notice to the Authority prior to the start of the contract, bearing in mind that such payments are entirely at the discretion of the Authority

46. Audit

The Contractor shall keep and maintain, until two years after the Contract has been completed, records to the satisfaction of the Authority of all expenditures which are reimbursable by the Authority and of the hours worked and costs incurred in connection with any employees of the Contractor paid for by the Authority on a time charge basis. The Contractor shall on request afford the Authority or its representatives such access to those records as may be required by the Authority in connection with the Contract.

47. Designated Representative

(a) The Authority may, by written notice to the Contractor, appoint an Authorised Officer who shall have the power to act on behalf of the Authority on such matters in connection with the Contract as shall be specified in such notice. The Authority may,

by further written notice or notices to the Contractor, revoke or amend the authority of the Authorised Officer or appoint a replacement Authorised Officer.

(b) The Authorised Officer may from time to time, by written notice to the Contractor, delegate all or any part of his/her authority to an assistant or assistants who shall be known as 'Assistant Authorised Officer'. The Authorised Officer may, by further written notice to the Contractor, revoke or amend the delegated authority of any Assistant Authorised Officer or appoint a new Assistant Authorised Officer.

(c) The Contractor may by written notice to the Authority, appoint an Account Manager who shall have the authority to act on behalf of the Contractor on such matters in connection with the Contract as shall be specified in such notice.

(d) The Authority reserves the right to seek regular progress meetings with the Contractor. These shall be arranged at the instigation of the Authorised Officer.

(e) There shall be no contact with the Authority by any sub contractor appointed by the Contractor. All contact with the Authority shall be handled directly by the Contractor, unless agreed otherwise in writing by the Authority.

48. Collaborative Contract

This Contract **will not** be open for use by any other UK police force or emergency service.

49. Exclusivity

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

50. Freedom of Information Act, 2000

The Contractor shall provide all reasonable assistance to enable the Authority to comply with any request received under the Freedom of Information Act.

The Contractor shall indemnify the Authority and hold it harmless from and against all liability, costs, claims, actions, losses, damages and expenses whatsoever arising directly or indirectly as a result of any decision by the Information Commissioner that information classed by the Contractor as confidential should be disclosed under the Freedom of Information Act, 2000.

51. Environmental Considerations

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

52. Human Rights

The Contractor shall not do or (in so far as any act lies within the reasonable power of the Contractor to prevent) permit or allow anything to be done which is incompatible with the rights contained within the European Convention on Human Rights and/or the Human Rights Act, 1998.

The Contractor shall not do or (in so far as any act lies within the reasonable power of the Contractor to prevent) permit or allow anything to be done which may result in the Authority acting incompatibly with the rights contained within the European Convention on Human Rights and/or the Human Rights Act, 1998.

The Contractor shall indemnify the Authority against any loss, claims and expenditure resulting from the Contractors breach of this clause.

53. Additional Terms and Conditions

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

54. Special Conditions of Contract

(a) Any Special Conditions of Contract which are included in the tender documents shall form part of the Contract and in the event of any conflict the Special Conditions of Contract shall prevail over the General Conditions of Contract.

55. Contract to Remain in Force

- (a) This Contract shall remain in full force and effect throughout the period mentioned below or any agreed extension of such period ("The Contract Period") but if the Contractor commits a breach of Contract this Contract may, at the discretion of the Authority, be terminated in writing by it immediately without compensation to the Contractor and any loss resulting from such breach shall be a debt due and owing from the Contractor to the Authority and be recoverable immediately by action or otherwise.
- (b) As mentioned previously, it is likely that during the life of this contract Health Trusts or other health service agencies will take over the responsibility for this service provision. In this event, the Authority may have to seek an early termination of the Contract.

This Contract for Lancashire Constabulary is for an initial period of one year with effect from the 1st June, 2012 or earlier if possible to 31st May, 2013 with an option to extend until 31st May, 2018(renewable annually)

This will be subject to both parties agreeing to;

The price being acceptable
The satisfactory performance of the Contractor in the Lancashire;
The services still being required.

56. Waiver

Failure by the Authority at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Authority to enforce any provision in accordance with these terms.

57. Arbitration

All disputes, differences or questions at any time arising between the parties as to the construction of the Contract or as to any matter or thing arising out of the Contract or in any way connected therewith shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties or who failing such agreement, shall be appointed at the request of either party by the President of the Chartered Institute of Arbitrators. The arbitration shall be in accordance with the Arbitration Act, 1979 and any statutory modification or re-enactment thereof for the time being in force.

Alternatively, the Authority may consider mediation as a means of dispute resolution.

58. Transfer of Undertakings

(a) The Police Authority considers that the European Community Acquired Rights Directives 77/187, 98/50/EC and 2001/23/EC and/or Transfer of Undertakings (Protection of Employment) Regulations 2006 (The Regulations) apply to the transfer of Undertaking or part of an Undertaking effected by this Contract. The Police Authority will not indemnify a successful Contractor in respect of the operation of the Directive or Regulations.

(b) In the event of the Directive and/or The Regulations applying to this Contract the Contractor shall within 2 weeks of the date of the notification of the award of the Contract supply to the Police Authority such information as is required to enable the Police Authority to fulfil the duty imposed by the Regulations.

(c) In the event of the Directive and/or The Regulations or any amendment, re-enactment or replacement of either of them applying to this Contract whether at the time when this Contract is entered into or when it becomes due for renewal, the Contractor shall at the time when the Contract is offered for renewal make available to the Police Authority and to any other party interested in submitting a tender to carry out the Services the subject of this Contract, details of the terms and conditions of service and the numbers of staff employed in carrying out the Services at that time. Failure by the Contractor to provide the information to the satisfaction of the Police Authority shall debar the Contractor from submitting a tender for the renewal of the Contract.

(d) The Contractor shall provide to the employees who transfer to it by virtue of the entering into of this Contract by reason of the Directive and/or Regulations, pension arrangements which are broadly comparable to those available to those employees immediately prior to the commencement of this Contract or other such arrangements to offset the degree of detriment suffered by the employees relative to the existing arrangements applying to them. Such pension arrangements or other arrangements shall be in accordance with the details submitted by the Contractor with his tender.

(e) In relation to clauses (a) and (d) above the Contractor should comply with the requirements of DETR circular 10/99 and the cabinet Office paper entitled "Staff Transfers in the Public Sector - Statement of Practice".

(f) The Contractor shall indemnify and keep indemnified the Police Authority against all liabilities howsoever arising in respect of any failure by the Contractor to provide to any employee transferring by virtue of the entering into of this Contract to the employment of the Contractor by reason of the Directive and/or Regulations, the pension arrangements or other arrangements referred to in clause (d) above.

59. Notices etc

Any notice to be served under this Contract shall be:

- (a) In writing and
- (b) Delivered by hand or sent by registered or recorded delivery post addressed:
 - (i) (if the notice is to the Contractor) to the Contractor at his last known address or if to a limited company at its Registered Office, or
 - (ii) to the Authority and addressed to the Purchasing and Contracts Manager

and any Notices so served shall be deemed properly served.

60. Governing Law

These Conditions shall be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Authority to take proceedings against the Contractor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more.

10. FORCE CONTACTS

Lancashire Constabulary Sanders Lane	Peter Higson, Purchasing and Contracts Manager	01772 41288 9	peter.higson@lancashire.pn n.police.uk
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Hutton Nr Preston Lancashire PR4 5SB	Adrian Emberton	01772 41386 6	adrian.emberton@lancashir e.pnn.police.uk
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11. CONTRACT MANAGEMENT AND MONITORING

11.1 AUTHORISED AND MONITORING OFFICER

(a) The Authority shall appoint a Contract Monitoring Officer to act generally in the name of the individual Authority for the purposes of this contract (the Authorised Officer). For the purposes of this contract the contract monitoring officer will be the Custody Inspector at each site as well as representatives from the CJS Department and the Purchasing and Contracts Manager. The Authority shall give notice in writing to the **Provider** of the identity of any person so appointed and of the replacement of any such person. Until notice of replacement has been given to the Contractor, the Contractor shall be entitled to treat as the Authorised Officer the person last notified in writing to the Contractor as being the Authorised Officer.

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

11.2 MONITORING PROGRAMME

♦ The performance standards, which will be monitored by the individual Authorities throughout this contract, relate to the following areas:

PERFORMANCE INDICATOR	STANDARD	MEASURED
Delivery Performance	Delivery of services at the required times and locations Approved staffing levels Complete provision of all services	Supplier Management Information Force Management information. Customer feedback.
Services	Service description Ad hoc requirements	Customer feedback. Site visits Review meetings
Prices	Adherence to contract prices	Dip sample – customer feedback
Quality	Meets the specifications. Meets standards and legislative requirements Staff knowledge and expertise	Suppliers Quality Assurance Documents. Dip sample Customer feedback Review meetings
Customer Service	Nominated, knowledgeable contact officer(s) for : Invoice queries Service Delivery Quality Prompt response to queries and complaints Skilled staff Efficient Service Approved staffing levels	Supplier Management Information. Customer feedback. Review meetings

PERFORMANCE INDICATOR	STANDARD	MEASURED
Delivery Performance	Delivery of services at the required times and locations Approved staffing levels Complete provision of all services	Supplier Management Information Force Management information. Customer feedback.
Services	Service description Ad hoc requirements	Customer feedback. Site visits Review meetings
Prices	Adherence to contract prices	Dip sample – customer feedback
Quality	Meets the specifications. Meets standards and legislative requirements Staff knowledge and expertise	Suppliers Quality Assurance Documents. Dip sample Customer feedback Review meetings
Customer Service	Nominated, knowledgeable contact officer(s) for : Invoice queries Service Delivery Quality Prompt response to queries and complaints Skilled staff Efficient Service Approved staffing levels	Supplier Management Information. Customer feedback. Review meetings
Invoices	Accuracy Standard format Timeliness Prompt problem resolutions	Force Management Information. Customer feedback. Dip sample of invoices
Management Information Reports	Supplied at agreed periods for: Absenteeism Complaints Staff hours Maintenance requirements	As agreed under SLA

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♦

♦ In addition to the performance standards detailed above, monitoring processes may be put into place in relation to social, environmental and other issues referred to in the Pre Qualification Questionnaire.

♦

♦ Prior to commencement of the contract, the successful contractor may be required to devise a service level agreement in conjunction with the Contract Management Unit to agree targets for their performance in relation to each of the key performance indicators.

♦

♦ The Authority will be looking to work with the supplier towards continuous improvement in their performance throughout the duration of the contract.

11.3. MONITORING AND LIAISON MEETING

(a) The Contractor shall be responsible for monitoring his performance under the Contract and provide the Police Authority with full particulars of any aspects of his performance, which fail to meet the requirements of the Contract, unless otherwise notified in writing by the Authority.

(b) The Contractor shall, taking into account all requirements arising from the contract, issue appropriate operating and procedural instructions in writing to all staff engaged in the contract, these must be approved and copies provided to the Authority prior to issue.

(c) The Contractor shall provide copies to the Authority of any instructions, which withdraw, notify or supplement any instructions prior to issue according to the Authority instructions on who is to receive said copies.

(d) The Contractor shall maintain such records in respect of the contract as the Authority may reasonably require and shall on request produce them for inspections to the Authority.

(e) The Contractor shall make available such records for the use of the individual Authority when required. They shall not be released, published or disposed of without prior consent of the Authority.

(f) The Contractor shall as required by the Authority's representative to make written submission or oral presentations of the work done under the contract in aid of any reviews or of the conduct of business at the locations.

(g) Liaison meetings between the Authority and the Contractor shall be held quarterly or more frequently as required by the Authority or the Contractor. The Authority will make the necessary arrangements for these meetings, which will be held at premises determined by the Authority. A record of all meetings shall be made by the Contractor and supplied to the Authority for approval.

(h) The Contractor shall arrange for the attendance of such members of his staff and those of his subcontractors or his agents who may be required by the Authority to attend as necessary.

11.4. COMPLAINTS IN RESPECT OF SERVICE PROVISION

(a) The Contractor shall submit at the tender stage his evaluation procedure for complaints.

(b) The Contractor shall, at the request of the Authority, in the places and in a form approved by the Authority, arrange for notices to be permanently displayed or circulated to locations giving information as to how suggestions and comments about the provision of the service may be made.

(c) The Contractor shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner within 48 hours. The Contractor shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records will be forwarded to the designated individual prior to the quarterly review meeting in the form of a management report for discussion at the liaison meetings.

12: UNDERTAKING

I/We certify that the information supplied is accurate to the best of my/our knowledge and that I/we accept the conditions and undertakings requested in the application. I/We understand that false information could result in my/our exclusion from this tender process and the Authority's Approved List of Firms to be invited to tender.

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as to inducement or reward to any servant of a public body and that any such action will empower the authority to cancel any contract currently in force and may result in my/our exclusion from the Authority's Approved List of Firms to be invited to tender.

Signed _____ Print Name _____

Date _____ Position _____

For and on behalf of (name and address) _____

This tender shall be signed by a Director or other senior representative.

Please note that the term 'firm' refers to: sole proprietor, partnership, incorporated company and co-operative as appropriate.

BEFORE RETURNING THIS TENDER PLEASE ENSURE THAT YOU HAVE:

Answered all questions appropriate to your tender;

Enclosed all relevant documents ensuring that all enclosures are clearly marked with the name of your company and the number of the question to which they refer;

Signed the above undertaking

IF YOUR TENDER IS SUCCESSFUL THIS DOCUMENT WILL BE INCORPORATED INTO THE CONTRACT AWARDED TO YOU.

APPENDIX 1A

Equipment and Supplies for Medical Rooms (to be provided by the Authority)

This section should be read in conjunction with appendix 14 in SDHP

Equipment for Medical Rooms:

It is expected that all furniture / equipment will meet the required standards under NPSA Infection Control regulations.

In addition to stock items, all rooms must have:

- Desk with a laminated surface.
- Three plastic chairs.
- Examination couch
- Lockable Floor units with laminated worktops, labelled to identify what they contain.
- Lockable wall units, labelled to identify what they contain.
- Drawers in the desk or suitable file for stationary
- Lockable cabinet for the storage of medical records.
- Washbasin with elbow operated taps (preferably mixer taps) and tiling above the washbasin.
- Wall mounted examination light.
- Clock.
- Notice board suitable for self-adhesive putty / magnetic contacts.
- Telephone.
- Emergency call system (accessible if standing or seated)
- Waste bin for non-clinical or confidential waste.
- Foot operated clinical waste bin.
- Sharp safe disposal bin.
- Pharmaceutical waste bin.
- Good heating, lighting and ventilation.
- Access to a small fridge for storage of medications, with appropriate thermometer / temperature regulation.
- Access to Internet / Internet clinical systems.
- Dressing trolley and appropriate disinfectant

Medical Room Supplies List:

The Constabulary will ensure the following equipment is available in all custody suites, regularly monitored and in good working order at all times. This list is the MINIMUM requirement and is not exhaustive:

Custody staff and all HCPs MUST be familiar with any emergency resuscitation equipment that is available and be fully trained to use it:

- Automated defibrillator
- Bag-valve-mask with adult and child masks.
- Oropharyngeal / Guedel airways in a range of sizes.
- Suction equipment.
- Oxygen cylinder with delivery head, tubing and masks.
- Pocket facemasks with no return valve

Protective Items:

- Sharpsafe disposal Bin 7L
- Clinical waste bags 200mm x 320mm.
- Clinical waste bags 700mm x 1000mm

Miscellaneous:

- Henley bags

Forensic Kits:

- Medical examination kits
- DNA II module
- Blood for alcohol / drugs
- RTA 1988 Blood alcohol / drugs
- RTA 1988 Urine alcohol / drugs
- Hepatitis

Stationery:

- Proformas: Section 4 RTA 1988, Fitness to Detain & Interview

♦
♦

APPENDIX 1B

Equipment and Supplies for Medical Rooms (Contractor to cost and joint decision to be made regarding provision)

This section should be read in conjunction with appendix 14 in SDHP

Furthermore, the following **MUST** be available for HCP use and the associated disposable products must be available:

- ECG with links to interpretation via a system such as Broomwell or Tele Medicine.
- BP & pulse monitor.
- Oxygen saturation monitor.
- Nebulliser
- Blood sugar monitor
- Suture sets and access to autoclave equipment for clinical cleaning if non disposable sets are used.

APPENDIX 1C

Equipment and Supplies for Medical Rooms (Contractor to provide)

This section should be read in conjunction with appendix 14 in SDHP

The following **MUST** be available for HCP use and the associated disposable products must be available:

- Anaphylaxis Kit including oral Anti Histamine, IM Adrenaline; IM Chlorphenamine and IM Hydrocortisone in line with the UK Resuscitation Guidance

Disposable products / dressings etc:

The Contractor must ensure there are appropriate disposable items and dressings available for HCPs to administer first aid, attend to minor injuries and screen for underlying illness. The following list is the **MINIMUM** requirement and is not exhaustive:

- Steristrip closure 6mm pack 36
- Skin glue e.g. Histoacryl
- Sutures in a variety of sizes, both dissolving and non dissolving.
- Fabric dressing strip 6cm x 1m
- Dressing fabric strip 8cm x 1m
- Tubular support bandage B 1m
- Tubular support bandage D 1m
- Tubular support bandage F 1m
- NA dressings 9.5cm
- Triangular bandages calico (only for use on supervised patients)
- Micropore tapes 2.5cm x 5m
- Urinalysis sticks
- Tempadots / disposable thermometers
- Elastic strapping 2.5cm
- Adhesive dressing WIP 20
- Dressing packs (containing gauze **NOT** cotton wool)
- Gauze packs
- Disposable sterile scissors
- Tubigauze bandages in a variety of sizes.
- Cling film (burns dressing)
- Sterile water for wound cleaning

There must be a system in place to access alternative specialist dressings if required such as Granuflex.

Disinfectant and Antiseptics:

All products MUST be alcohol free as alcohol based hand wash should not be used as it can affect breath and blood samples taken for analysis under Road Traffic Act 1988 legislation.

- Antiseptic Wipes packet 10
- Antiseptic sachets 25ml
- Milton 600ml
- Liquid soap 250ml
- Alcohol free antiseptic hand wash

Protective Items:

- Non sterile powder free vinyl gloves – various sizes
- Sterile surgical powder free gloves – various sizes.
- PPE including face masks and plastic aprons.

Miscellaneous:

- Paper towel rolls 250mm
- Paper towels rolls 500mm
- Plastic bowls 1pt (150mm)
- Paper cups
- SM stitch cutters
- SS forceps 11cm fine point
- SS forceps 125mm
- KY jelly sachets
- Tissues
- 10ml disposable syringes
- Sanitary pads & tampons.
- Finger dressing applicators (for tubigauze in various sizes)
- Dressing applicators for tubular support bandages (various sizes)
- Low adhesive tape
- Test strips for BM machine
- Pregnancy tests.
- Disposable vaginal speculums (various sizes)
- Disposable proctoscopes (various sizes)
- Containers and solution for contact lenses.
- Electric fan
- Saline eye wash

Stationery:

- Letterheads & envelopes
- Carbon paper
- Body diagrams
- Other appropriate stationary in local use

- Head injury instruction pads
- Detainee medical care sheets
- Standardised single health record for use by all clinical staff.
- Standardised health screening form
- Referral forms for other agencies such as Social Care, Substance Misuse services.

Glossary of Terms

Acronym	Definition
A&E	Accident and Emergency Department
ACPO	Association of Chief Police Officers
AED	Automatic External Defibrillators
AFC	Agenda for Change
AHP	Allied Health Professional
BBV	Blood Borne Viruses
BCM	Business Continuity Management
BIA	Business Impact Analysis
BLS	Basic Life Support
BME	Black and Minority Ethnic
BNF	British National Formulary
BP	Blood Pressure
CAF	Common Assessment Framework
CCJ	County Court Judgements
CfH	Connecting for Health
CG	Clinical Governance
CJS	Criminal Justice Service
COSHH	Control of Substances Hazardous to Health Regulations
CPD	Continuing Professional Development
CRR	Community Risk Register
CV	Curriculum Vitae
DH	Department of Health
ECG	Electrocardiogram
EEA	European Economic Area
EPPs	Exposure Prone Procedures
EU	European Union
GMC	General Medical Council
GP	General Practitioner
GPSoc	General Practitioner Systems of Choice
HCP	Health Care Professional
HMIP / HMIC	Her Majesties Inspectorate of Prisons / Custody
HPC	Health Professions Council
ICD	International Classification of Disease
IG	Information Governance
IM&T	Information, Management and Technology Systems
ITT	Invitation to Tender
IVA	Individual Voluntary Agreements
MAP	Membership of Assessment Performance
MRCGP	Member of the Royal College of General Practitioners
NHS	National Health Service
NHS CD	National Health Service Classifications Service
NHS TS	National Health Service Terminology Service
NIC	National Intervention Classification Service
NICE	National Institute Health and Clinical Excellence
NMC	Nursing Midwifery Council

Acronym	Definition
NPSA	National Patient Safety Agency
NSF	National Service Framework

OPCS	Office of Population Census and Surveys
PACE	Police and Criminal Evidence Act
PCT	Primary Care Trust
PMETB	Postgraduate Medical Education and Training Board
RPH	Royal Preston Hospital
RTA	Road Traffic Accident
SBH	Standards for Better Health
SDHP	Safer Detention & Handling of Prisoners
SLA	Service Level Agreement
TUPE	Transfer of Undertakings (Protection of Employment)
VAT	Value Added Tax