

Schedule 5

SPECIFICATION

Domestic and Clinical Waste Services

OJEU Reference: XXX

Contract Reference: SSL-19-010

Dated: 5th June 2019

1. Document Controls

Table 1 - Summary of Changes

Version	Date	Author	Description of change
1	12/3/19	XXXX	New format

1.1. Approvals, Reviews and Distribution

Table 2 – Approvers

Name	Title/Role	Date
XXXX	Corporate Property and Sustainability Manager	
XXXX	Head of PFI & Commercial Services	

Table 3 – Reviewers

Name	Title/Role	Date
XXXX	Corporate Property and Sustainability Manager	
XXXX	Head of PFI & Commercial Services	

Table 4 - Associated Documents

Document Name	Overview
Document 1	ITT Cover Letter
Document 2	Tender Guidance
Document 3	Draft NHS T&Cs
Document 4a	Specification – (This document)
Document 5a	Stage 1 Response
Document 5b	Stage 2 Response
Document 5c	Commercial Response Option 1
Document 5d	Commercial Response Option 2

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3. Glossary

Account Manager	Nominated successful contractor member of staff
Authority	As defined in “NHS Terms And Conditions For The Provision Of Services” (Document 3)
BCE	Business Continuity Event
BCP	Business Continuity Plan
BSMHFT	Birmingham and Solihull Mental Health NHS Foundation Trust
Contract Manager	Nominated Trust Employee
COSHH	Control of Substances Hazardous to Health
DBS	Disclosure and Barring Service
DoH	Department of Health
Employee	Refers to the Authority’s/BSMHFT’s/Trust’s workforce (unless referred to as the Supplier’s or the contractor’s workforce/employees
EU	European Union
Facilities Representative	The Trust’s Facilities Manager/Supervisor on site
FOI	Freedom Of Information
GBP	Great British Pounds (£ sterling)
GCC	Good Corporate Citizen
HMG	Her Majesty’s Government
KPI	Key Performance Indicator
MI	Management Information
NHS	National Health Service
PCR	Public Contract Regulations 2015 (as amended).
PO	Purchase Order
PPE	Personal Protection Equipment
PFI	Private Finance Initiative
ROC	Resilience Operations Centre
Service Level Specification	This Specification (Document 4a)
SFP	Service Failure Point
SSL	Summerhill Services Limited
Staff	Refers to the successful contractor’s workforce (unless referred to as the Authority’s/BSMHFT’s/Trust’s workforce/employee/s)
Supplier	As defined in “NHS Terms And Conditions For The Provision Of Services” (Document 3)
Trust	Birmingham and Solihull Mental Health NHS Foundation Trust
TUPE	Transfer of Undertakings (Protection of Employment)
TW	Termination Warning
TW1	1st Termination Warning
TW2	2nd Termination Warning
TN	Termination Notice
UK	United Kingdom
VAT	Value Added Tax

4. Definitions

In this Specification the following words and phrases shall have the following meaning:

“Clinical Waste” including offensive waste	shall mean any waste which consists wholly or partly of: <ul style="list-style-type: none">• human or animal tissue;• blood or other body fluids;• excretions;• drugs or other pharmaceutical products (including cytotoxic or cytostatic medications);• swabs or dressings;• syringes, needles or other sharp instruments;• mattresses which in the opinion of the healthcare professional are clinical waste and are bagged and signed accordingly which unless rendered safe may prove hazardous to any person coming into contact with it, and• any other waste arising from medical, nursing, dental, pharmaceutical or similar practice, investigation, treatment, care, teaching or research, or the collection of blood for transfusion, being waste which may cause infection to any person coming into contact with it.
"Domestic Waste"	means waste which is generated from normal domestic household duties which shall include, but not be limited to, kitchen waste; dead flowers; newspapers; office waste; cardboard and other packaging; paper and paper towels; glass; plastic containers and tins / cans;
"Recyclable Waste"	means Domestic Waste, which in the Trust's opinion is economical to recycle;
"Waste"	means for the purpose of this tender specification any relevant waste arising's – unless otherwise specified
"The Sites"	Means the Trust premises as identified at Appendix 7
"Disposal"	The point at which the waste is received and removed by the 'Supplier(s)' for reuse, recycling, recovery or final disposal.
"Supplier(s)"	Bidders(s) chosen after successful tender to deliver the waste collection and disposal contract.

5. Introduction

- 5.1. Birmingham and Solihull Mental Health NHS Foundation Trust provides mental health care to those people living in Birmingham and Solihull who are experiencing mental health problems.
- 5.2. The Trust serves a culturally and socially-diverse population of over a million individuals spread over 172 square miles, and has an income of over £230 million, making it one of the largest mental health foundation trusts in the country. The Trust also provides specialised services to the wider West Midlands Region.
- 5.3. Currently there is over 4,000 dedicated staff who are continually working to help people get better and challenge the stigma associated with mental illness. Operating from over fifty (50) sites in a variety of settings, from community based mental health teams through to acute wards and day centres.
- 5.4. The Trust also has its own charity, Caring Minds (Registered Number 1098659), which directly raises money for the service users, carers and employees of the Trust. Caring Minds helps to provide the extras that normal NHS funding does not provide, such as equipment, specialised furniture, research and service user events.

6. Background

Joint Market Testing

The Trust is undertaking joint market testing of Domestic and Clinical Waste Services with its PFI Partner with the objective of obtaining a single supplier (if possible) across the Birmingham and Solihull Mental Health NHS Foundation Trust under two contracts (one contract with the Trust and one contract with the Trust's PFI Partner). The Trust and the Trust's PFI Partner will be carrying out a parallel tender process. Suppliers wishing to provide Domestic and Clinical Waste Services to the Trust and the PFI Partner must submit a separate tender document to each party (see Options 1 and 2). To this end the Trust is inviting Tenderers to submit Tenders for the following options;

Option 1

The Trust's Domestic and Clinical Waste Services.

Option 2

The Trust's Domestic and Clinical Waste Services and the Tenderer's proposals for the Trust's PFI Partner's Domestic and Clinical Waste Services. Option 2 will be awarded under two separate contracts (one contract with the Trust and one contract with the Trust's PFI Partner). Tenderers must complete tender documents from both the Trust and the Trust's PFI Partner.

To facilitate Tenderers to respond to Option 2, the Trust's PFI Partner's sites and volumes are set out in Document 4b. These sites and volumes must be priced based on the Trust's PFI Partner's specification and terms and conditions as specified in the PFI Partner's tender documentation.

The Trust anticipates that Tenderers will be able to offer discounted prices to both the Trust and the Trust's PFI Partner for Option 2.

The Trust (and its PFI Partner) would actively encourage alternative bids which could offer innovation and cost savings to the Trust (and its PFI Partner) without reducing the level and/or quality of services to be delivered. It is however condition precedent that a compliant bid MUST be submitted in order to allow any alternative bid to be considered. Any alternative bid

must be accompanied by sufficient information to enable a full assessment of its acceptability to be made.

The Trust and its PFI Partner will share their respective tender returns (technical and quality and commercial submissions which includes the prices).

This Tender is for one or more 'Supplier' to provide the Trust with the Service(s) for the collection, transportation, treatment and disposal of Clinical Waste and / or Domestic Waste (hereinafter called the Domestic Waste Collection and Disposal Services and the Clinical Waste Collection and Disposal Services).

The Bidders invited to tender need to consider what services they are able to offer the Trust either directly or in partnership with another provider (who would need to be named as part of the tender submission). The Tender submission needs to be reflective of the type of waste the Supplier can manage on behalf of the Trust. The Trust is aware that Bidders may choose to tender for the Domestic Waste Collection and Disposal Services or the Clinical Waste Collection and Disposal Services or both as that Bidder may specialise in that particular waste and may not be in a position or have a business model to diversify to other types of waste. The Trust will at the end of this tender process be prepared to contract with a single Supplier or with more than one Supplier – whatever delivers best value to the Trust as detailed within this tender document.

In any event the Trust priorities from this tender exercise are to:-

- Maintain compliance with all relevant legislation
- Maintain a quality service that is fit for purpose
- Have a service that is ethically representative of the Trust Corporate and Social Responsibilities
- Have a service that delivers financial efficiency savings.

The Trust is aware that this may mean awarding the Contract to one Supplier for the Domestic Waste Collection and Disposal Services and the Clinical Waste Collection and Disposal Services or two Suppliers (one for the Domestic Waste Collection and Disposal Services and one for the Clinical Waste Collection and Disposal Services) dependent upon service availability (Clinical Waste/ Domestic Waste) and tender evaluation.

Summerhill Services Ltd

The Facility Services provided to the following sites are supplied by Summerhill Services Ltd a subsidiary of Birmingham and Solihull Mental Health NHS Foundation Trust.

- Ardenleigh, Kingsbury Road, Erdington, Birmingham, B24 9SA
- Rookery Gardens, Kingsbury Road, Erdington, Birmingham, B24 9SA
- Juniper Centre, Moseley Hall Hospital Site, Alcester Road, Moseley, B13 8JL
- Reaside Clinic, Birmingham Great Park, Bristol Road, South Rubery, Birmingham, B45 9BE
- Tamarind Centre, 165 Yardley Green Road, Bordesley Green, Birmingham, B9 5PU.

For the purposes of this tender exercise these sites are included as locations of the Authority.

Summerhill Services Ltd have the option to withdraw from this tender process at any time.

For these sites any contract award resulting from this tender process will be subject to a separate contract between the successful tenderer and Summerhill Services Ltd. With the exception of Summerhill Services Terms and Conditions all terms of the agreement (between the successful tenderer and Summerhill Services Ltd) will be as per this invitation to tender document.

Use of Subcontractors

The use of subcontractors is not permitted in relation to this contract. However, it is recognised that there may be a requirement for discreet specialists to fulfil minor elements of the service provision.

Tenderers must declare any such elements of the service provision that they propose to sub contract and provide a detailed explanation of the reasons why together with the names of any proposed sub-contractors.

7. Contract Period

7.1. The contract period will cover a three (3) year period with the option to extend for two (2) periods of twelve (12) months. Totalling a maximum contract period of five (5) years.

8. Scope

8.1. Included

8.1.1. Supplier(s) shall provide comprehensive Domestic Waste Collection and Disposal Services and the Clinical Waste Collection and Disposal Services for Domestic Waste and Clinical Waste produced within the Trust Site(s). This shall include but not be limited to the following types of Waste:

- (a). LOT 1 Domestic Waste, including but not limited to:
 - Grounds and Garden Waste (Green Waste);
 - Cardboard and paper;
 - Tin / Foil;
 - Glass / crockery (in correct and safe containers);
 - Food waste;
 - Other kitchen waste to include but not limited to cooking oils and fats;
 - Plastics and polythene;
 - Furniture, Fixtures and Fittings.
- (b). LOT 2 Clinical Waste, including but not limited to:
 - Hazardous Clinical Waste (sharps / non sharps);
 - Non Hazardous Waste (Offensive 18-01-04);
 - Prescription only medication
 - Mattress Disposal
- (c). LOT 3 Domestic and Clinical Waste, including but not limited to:
 - Grounds and Garden Waste (Green Waste);
 - Cardboard and paper;
 - Tin / Foil;
 - Glass / crockery (in correct and safe containers);
 - Food waste;
 - Other kitchen waste to include but not limited to cooking oils and fats;
 - Plastics and polythene;
 - Furniture, Fixtures and Fittings.
 - Hazardous Clinical Waste (sharps / non sharps);
 - Non Hazardous Waste (Offensive 18-01-04);
 - Prescription only medication

- Mattress Disposal

- 8.1.2. Supplier(s)' shall provide the Domestic Waste Collection and Disposal Services and the Clinical Waste Collection and Disposal Services encompassing the following stages in the Waste Management Cycle:
Waste Collection, Waste Transportation, Waste Recycling, Treatment, Recovery (where applicable and available) and Disposal.
- 8.1.3. 'Supplier(s)' shall procure the provision of all external containers (to be lockable unless otherwise designated by the Trust) plus the compaction / bailing facilities (where / if deemed applicable) and vehicles to transport Waste from the Trust sites to appropriate and licensed disposal / recycling sites. Clinical Waste bins will be lockable at all times and will be replaced or exchanged by the Supplier(s) if locks are broken or damaged.
- 8.1.4. 'Supplier(s)' shall provide the Trust with copies of all relevant Transfer and Carriers / Disposal Licences so as to ensure the Trust meets its Duty of Care obligations.
- 8.1.5. 'Supplier(s)' shall provide either annual or collection specific Waste Transfer Notes for Non-Hazardous Domestic Waste. (Waste Transfer Notes to be in line with legislative requirements and as agreed with the Trust).
- 8.1.6. 'Supplier(s)' shall provide the Trust with compliant Consignment Notes for all Clinical Waste collections and shall ensure that all necessary duties are discharged with the Environment Agency and other regulatory bodies.
- 8.1.7. 'Supplier(s)' shall provide all the necessary management, supervision, staff, vehicles, equipment and receptacles to provide the Domestic Waste Collection and Disposal Services and the Clinical Waste Collection and Disposal Services in compliance with this Specification.
- 8.1.8. The Trust has the right to add or remove sites from Appendix 7 as required and in conjunction with the Supplier.

8.2. **Optional**

- 8.2.1. The Trust Reserves the right to offer access to this contract to its wholly owned subsidiary Summerhill Supplies Limited (SSL) (registered company number 08015667).

9. **Transfer of Undertakings (Protection of Employment) (TUPE)**

Not applicable under this contract

10. **Step in rights**

The Trust reserves the right, in the event of service failure, to call in an alternative contractor to provide the required service(s) until the successful contractor is able to resume full service delivery.

For each instance that the Trust has to use an alternative contractor, the invoice value will be passed onto the successful contractor to reimburse the Trust, along with an administration charge¹.

11. **Goods / Services**

11.1. **Service Objectives**

The Supplier is to provide comprehensive, efficient, effective, timely and compliant Domestic Waste Collection and Disposal Services and the Clinical Waste Collection

and Disposal Services at the Trust sites identified, ensuring the safe handling, transport and disposal of Domestic Waste and / or Clinical Waste.

Contribute to promoting a clean and tidy impression of the Authority and its sites. To include:

- Clean and tidy vehicles.
- Provision for cleaning up any spillages (caused by the Supplier(s)) at the Authority sites.
- Exchange of bins on a regular basis (as a minimum all bins should be exchanged with cleaned bins every 12 months). In addition bins will need to be changed or repaired upon notification if they become significantly contaminated, have a bad odour, damaged or are unsightly / dirty.

Contribute to the Authority's commitment to Sustainable Development by managing wherever possible the Domestic Waste arising in accordance with the waste hierarchy and assisting the Authority to deliver a minimum return of 80% recycling / recovery, whilst minimising segregation at site, with immediate effect.

Provide evidence of compliance with all Infection Prevention and Control guidelines/legislation as appropriate. To include:

- Provision for hand sanitising on all vehicles.
- Staff vaccination against Hepatitis B.
- Provision of PPE (Personal Protective Equipment) on all vehicles.

Support the health, safety and welfare of the Supplier(s) employees, Authority's employees, patients, clients, visitors and others on the Authority's premises by

(a) _____

¹ Any administration charge will be calculated to be a fair and reasonable reflection of the costs incurred by the Trust for sourcing and facilitating the step in of an alternative contractor, this cost breakdown will be provided to the successful contractor when a reimbursement is requested.

nature of the Domestic Waste Collection and Disposal Services and the Clinical Waste Collection and Disposal Services operated. To include:

- Staff training on what to do in the event of a needle stick injury

11.2. **Output Standards**

The required output standards for the services are:

11.2.1. Collection, transportation, treatment and disposal of Clinical Waste and / or Domestic Waste (hereinafter called the Domestic Waste Collection and Disposal Services and the Clinical Waste Collection and Disposal Services) to deliver the following:

- (i). Provision of external (lockable where required by the Trust) receptacles for waste segregation and secure on site storage of Domestic Waste and Clinical Waste.
- (ii). Disposal of Trust Domestic Waste and Clinical Waste off-site, using registered transport and registered ultimate disposal / treatment or incineration sites.
- (iii). To ensure ongoing compliance with the Trust's Waste Management Strategy and Waste Disposal Policy
- (iv). Enable the Trust to comply with all relevant legislation.

11.3. **Operations**

11.3.1. Provision of Equipment, Materials and Consumables as outlined within the tender proposal.

11.3.2. The Supplier will provide and maintain all equipment required for the provision of the Services.

11.3.3. The Supplier will provide and maintain all materials and consumables required for the provision of the Services.

11.3.4. The Supplier shall ensure that all equipment and materials supplied or used under this contract are safe and are fit for the purpose they are intended for.

11.4. **Domestic and Clinical Waste**

11.4.1. Supplier(s) shall have in place a designated and qualified Waste Manager to manage the Contract between the Trust and the 'Supplier'.

11.4.2. The Supplier(s) shall also support the Trust with its various quality and compliance audits; including but not limited to the pre-acceptance audit for Clinical Waste.

11.4.3. Supplier(s) shall provide the Trust with a Help Desk (or equivalent) telephone number which shall as a minimum be available 08.30 – 17.00 hours 5 days per week (Monday to Friday inclusive).

11.4.4. Supplier(s) shall provide the Trust with a Quarterly Report within 10 business days of the last day of the quarter being reported on setting out the following (as applicable for Domestic Waste and Clinical Waste);

- (i). Number of lifts and type of lifts (to include bins and loose bags and box collections) broken down per site (recyclable / non-recyclable dependent upon the system operated by Supplier(s));
- (ii). Total Waste arising in tonnage;

- (iii). Quantity (tonnage) of Waste recovered;
- (iv). Quantity (tonnage) of Waste recycled;
- (v). Tonnage and nature of final disposal (landfill);

The Quarterly Report and the Domestic Waste Collection and Disposal Services and the Clinical Waste Collection and Disposal Services will be

discussed at the Quarterly Contract Review Meetings between the 'Supplier(s)' and the Trust.

The format of the Quarterly Report shall be agreed with the Trust in advance of the Contract Commencement Date and may be reviewed and amended by agreement between the Trust and the Supplier(s) at any stage.

- 11.4.5. Supplier(s) shall provide the Trust with an Annual Report within 15 business days of the year ending 31st March being reported on setting out the following (as applicable for Domestic Waste and Clinical Waste);
- (i). Number of lifts and type of lifts (to include bins and loose bags and box collections) broken down per site (recyclable / non- recyclable dependent upon the system operated by 'Supplier(s)');
 - (ii). Total Waste arising in tonnage;
 - (iii). Quantity of Waste reused;
 - (iv). Quantity of Waste recycled;
 - (v). Tonnage and nature of final disposal (landfill).

The Annual Report and the Domestic Waste Collection and Disposal Services and the Clinical Waste Collection and Disposal Services will be discussed at the Annual Contract Review Meetings between the Supplier(s) and the Trust.

The format of the Annual Report shall be agreed with the Trust in advance of the Contract Commencement Date and may be reviewed and amended by agreement between the Trust and the Supplier(s) at any stage.

- 11.4.6. All external Domestic Waste bins and Clinical Waste bins (of all types) provided are to be free from damage, faults, (lockable where appropriate), of acceptable appearance and free from offensive odour.
- 11.4.7. Where a bin is identified as being damaged and/or faulty and/or non-lockable when it should be lockable, and/or not acceptable in appearance and/or mal-odorous then the bin should be replaced by the Supplier within 5 working days of the Supplier being notified of such by the Trust or at the next scheduled collection whichever is the sooner.
- 11.4.8. The Trust shall be entitled to at any time notify Supplier(s) in writing (letter, email) of any reasonable changes it wishes to make to the Waste Collection Schedule (Appendix A and / or Appendix B). Supplier(s) shall implement these reasonable changes within 5 working days of the Supplier(s) being notified of such reasonable change by the Trust.
- 11.4.9. For the avoidance of doubt, in the event of the reasonable change being a reduction in the number of bins and/or collections the Trust will pay for the reduced number/frequency with effect from the date 5 working days from the Supplier(s) being notified of such reasonable change by the Trust (regardless of whether the Supplier(s) implement, or fail to implement this reasonable change). In the event of the reasonable change being an increase in the number of bins and/or collections the Trust will pay for the increased number/frequency with effect from the date 5 working days from the Supplier(s) being notified of such reasonable change by the Trust or the date upon which the Supplier(s) implement the reasonable change, whichever is the later date. For the avoidance of doubt, this 5 working days' notice will also apply to Clause 8.1.8

- 11.4.10. Supplier(s) shall undertake scheduled Waste collections for disposal in accordance with the Waste Collection Schedule (this will include actual collection times where necessary to meet the needs of (and as agreed by) the Trust. Supplier(s) will be penalised for any missed collections or significantly late collections (unless otherwise instructed by the Trust).
- 11.4.11. Supplier(s) shall arrange by request of the Trust's representatives Waste collections for disposal on an Ad-hoc Urgent and Ad-hoc Non Urgent request basis to meet abnormal demands. Supplier(s) shall complete such requests within 12 hours (Ad-hoc Urgent) and 24 hours (Ad Hoc Non Urgent) of the Supplier being notified of such request by the Trust.
- 11.4.12. Supplier(s)' shall ensure that all Waste bins/containers delivered to Trust sites shall be cleaned and disinfected prior to delivery at Contract Commencement Date. Thereafter Supplier(s) shall ensure that all Waste bins/containers are exchanged with clean, disinfected, replacement bins/containers annually (in April of each year).
- 11.4.13. Supplier(s) shall maintain management information to evidence and confirm works undertaken and shall provide this evidence/information to the Trust as and when requested by the Trust.
- 11.4.14. Supplier(s) shall ensure that Waste collected from Trust sites is transported using licensed contractors and taken to fully licenced sites with all necessary permits and licences to enable the Waste to be compliantly recycled, recovered or finally disposed of in accordance with, but not limited to, Environment Agency regulations.
- 11.4.15. Supplier(s)' shall maintain and record an auditable Waste control procedure, and shall make this available to the Trust or inspectorate bodies within 3 working days of request and that as a minimum;
- Records a written description of the Waste which includes:
- (i). Details of waste arising - records the weight, volume and type of all categories of Waste.
 - (ii). The audit trail to discharge the Trust's duty of care.
 - (iii). The process for managing and dealing with any complaints raised by the Trust and the actions taken, recorded and communicated immediately upon resolution.
 - (iv). Any other relevant information likely to affect the handling or disposal of the Waste; and ensures that the means of treatment and disposal are appropriate to the type of Waste and prioritise as per National Waste Hierarchy
- 11.4.16. Supplier(s) will be able to demonstrate the Carbon Efficiency of its vehicles and plans/policies to support Sustainable Development.
- 11.4.17. Vehicles will be 'logo'd, well maintained and reputable in appearance.
- 11.4.18. Supplier(s) managers, supervisors and staff and (plus any sub-contracted contractors or suppliers) shall display a good and courteous attitude to the Trust's staff, patients and the public and conduct themselves in a good and appropriate manner at all times.
- 11.4.19. Supplier(s) shall use and provide electronic invoicing that detail volumes of waste and costs on a site by site basis per calendar month.
- (i). The invoicing will need to be accurate, provide sufficient site by site breakdown and submitted within 14 days from the last day in the preceding month

- (ii). For the avoidance of doubt the supporting information must include but not be limited to Trust sites, collection dates, bins lifted (type and number of) and cost per site.
- 11.4.20. The Service Provider shall prepare and submit a valid invoice which, as a minimum, shall contain the details set out in Appendix 2 together with such other information as may reasonably be required to allow validation of the content of the invoice.
- 11.4.21. The Service Provider shall be entitled to raise an invoice in respect of any payment which falls payable to the Service Provider pursuant to the Agreement provided that each invoice is delivered within 10 Business Days after the end of the month in respect of Charges for Services provided in that month. In any event the Trust shall not be liable for payment in respect of invoices where they are not received by the Trust by the end of the month following the month for which the invoice relates.
- 11.4.22. The Service Provider shall ensure that each invoice and supporting spreadsheet (or equivalent) contains the following information as a minimum:
The invoice shall include:-

- (i). a unique invoice number;
- (ii). an Trust contract number or equivalent;
- (iii). the Trust name (be that Birmingham and Solihull Mental Health NHS Foundation Trust or Summerhill Services Ltd)
- (iv). details of the correct Contract reference;
- (v). the reference number of the purchase order to which it relates;
- (vi). the calendar month (i.e. the 1st of the month to the last day) to which the relevant Charge(s) relate;
- (vii). The total value of the invoice to be paid shown as Net Amount, VAT (if applicable) and Gross Amount
- (viii). A contact name and telephone number of a responsible person in the Service Provider's finance department in the event of administrative queries; and
- (ix). The banking details for payment to the Service Provider via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).
- (x). Each invoice shall at all times be accompanied by sufficient information to ascertain that the Charges detailed thereon are properly payable (see below).

The Invoice shall be supported by a spreadsheet or equivalent which shall include but not be limited to:-

- (i). The methodology applied to calculate the Charges comprising
 - (a). the location (each individual site to be named with address and post code shown)
 - (b). individual dates on which services were performed to each site
 - (c). number, type and size of waste container(s) by date and site
 - (d). type of service undertaken (lift or replacement) by date and site
 - (e). weight of waste removed if applicable by date and site
 - (f). unit rate extended to a subtotal(s) and / or total(s)
 - (g). Service Provider's customer account name and/or number and Service Provider contract number (if applicable)
 - (h). EWC code
- (ii). The Service Provider undertakes to provide to the Trust any other documentation or information reasonably required by the Trust from time to time to substantiate an invoice.
- (iii). Only a valid invoice with supporting spreadsheet (or equivalent) that complies with the forgoing criteria shall and / or can be eligible for payment.

11.4.23. Supplier(s) shall take all reasonable steps to ensure the safety of all persons when undertaking Waste collections at Trust sites. Such reasonable steps to include but not limited to:-

- (i). Audible vehicle reversing warning.
- (ii). Ensuring Waste vehicles are not parked in such a manner to create a risk to the Trust (ie blocking other vehicles, parking in bays reserved for disabled drivers).
- (iii). Ensuring that Waste collection vehicles are driven cautiously (no speeding) on Trust sites.

- (iv). method statement to support how vehicles will be manoeuvred safely within Trust sites.
- 11.4.24. Supplier(s) shall provide their Risk Assessments and Method Statements (to include PPE) for the safe handling, collection and transportation of Waste whilst on Trust sites to the Trust prior to Contract Commencement Date.
- 11.4.25. Supplier(s) shall permit the Trust to inspect (without notice) the Supplier(s), Supplier(s) contractors or sub-contractors' facilities and premises and shall also provide copies of relevant permits and licences to the Trust as requested by the Trust.
- 11.4.26. Supplier(s) shall provide to the Trust (prior to Contract Award) a detailed Implementation Plan, to demonstrate how the Services Specification and standards expected by the Trust will be implemented and maintained.

11.5. Staffing

11.5.1. Training and Competence

11.5.1.1 The Supplier will ensure that his/her staff/operatives are trained, skilled and competent to undertake all tasks required of them to the specified standards.

11.5.1.2 The Supplier's staff/operatives will comply with all of the Trust's policies and procedures, e.g. no smoking.

11.5.1.3 The Supplier's Staff will

- be courteous at all times and respond positively to Services Users, visitors, all staff and the general public at all times.
- conduct themselves in a professional and orderly manner at all times.
- not use vulgar language on trust premises.

11.5.1.4 Identification - The Supplier will ensure that his/her staff wear clearly visible photo identification badges at all times whilst on duty (not on chains or lanyard).

11.5.2 Uniform

11.5.2.2 The Supplier's staff will wear logo'd uniform at all times when on the Trust's sites.

11.5.3 Infection Control

11.5.3.2 At no time should any operative, if suspected of, or is suffering any infectious disease, be permitted to work on Trust premises until satisfactory medical clearance has been obtained.

11.6 Working Relationships

The Supplier will be required to establish effective and positive working relationships with

- The Trust's Contract Manager
- Ward and Departmental Managers
- The Trust's Facilities and Estates Providers.

11.7 Performance Monitoring and Audit

The Supplier will ensure that adequate procedures are in place and agreed with the Trust for:

- monitoring compliance with this Service Level Specification and Appendices
- and that records of the above are available to the Trust.

11.8 Health & Safety

11.8.1 Compliance, Policies and Procedures

11.8.1.2 The Supplier will comply with the Trust's Health & Safety Policy and associated policies and procedures, and with all Health & Safety Legislation and Codes of Practice.

11.8.1.3 The Supplier will have in place adequate policies and procedures and that these are made available to the Trust (including, but not limited to):

- Health and Safety at work regulations/Workplace (Health, Safety and Welfare) Regulations Act 1974 and 1992
- Workplace and task specific Risk Assessments
- Method Statements
- Manual Handling
- COSHH (Control of Substances Hazardous to Health) Regulations 2002– Risk Assessment, provision of control measures, use and maintenance, provision of information, information, instruction and training, and monitoring of exposure.
- The Work at Height Regulations 2005
- The Provision and Use of Work Equipment Regulations 1998

11.8.2 The Supplier will review all risk assessments and method statements annually and make available to the Trust.

11.8.3 The Supplier's Staff will be familiar with and competent in the above Health and Safety Policies and Procedures.

11.8.4 The Supplier to make available copies of all licenses and certification to the Trust annually.

11.9 Equipment and Materials

11.9.1 The Supplier will ensure that equipment is

- not left unattended when in use by the operator
- operated/used safely and correctly with no trailing flexes
- in working order and safe to use
- The Supplier will ensure that;
- Copy of license, certification and safety checks for powered access equipment to be provided to the Trust on request.
- Copy of all equipment inspection reports to be provided to the Trust on request.

11.9.2 The Supplier will ensure that materials and consumables are

- assessed under COSHH with safety data sheets made available to the Trust annually
- kept in correctly labelled containers
- stored safely and securely when not in use
- not left unattended by operator where applicable
- used in accordance with the manufacturer's instructions and COSHH assessment.
- Does not unduly present a risk to and/or affect the health and safety of the Trust's staff, visitors, Service Users or the general public.

11.10 Customer Service

The Supplier must provide a contact phone number and be contactable by phone at all times during the hours of service provision i.e. 24 hours, 365366 days per annum.

11.11 Security and Access

The successful Supplier shall ensure operatives/staff attending Trust sites are familiarised with Trust Security and local site security requirements.

11.12 Vehicles

11.12.1 At all times vehicles used to deliver this contract shall conform to all present and future relevant Acts of Parliament, Regulations, EU Directives and any subsequent amendments or re-enactments thereof relevant to their construction, conversion, use and operation. It shall be the successful Supplier's sole responsibility to ensure compliance with all relevant applicable amendments to current Legislation, Regulations and Directives acted upon throughout the term of this contract and any subsequent extensions.

11.12.2 The successful Supplier shall be solely responsible for ensuring all vehicles, including those used by any sub-contractors, are maintained as a minimum to a road worthy condition both mechanically and cosmetically.

11.12.3 The successful Supplier shall be, at all times, responsible for the safety of their vehicle/s whilst on Trust property. For absolute clarity the Trust shall not be responsible for any damage, theft or loss for the successful Supplier's vehicle(s) or items that were within the vehicle.

12 Insurance

12.1 The successful contractor must ensure that adequate levels of insurance are in place. The following are the minimum levels required, this is not intended to be an exhaustive list:

12.1.1 Public Liability = £1m

12.1.2 Employers Liability = £1m

12.1.3 Professional negligence = £1m

12.1.4 Product Liability Insurance = £1m.

- 12.2 Where these levels are not currently held at point of tendering, the successful contractor will be required to have them in place at time of award.

13 Contract Management

13.1 Account Manager

- 13.1.1 The successful contractor shall appoint and provide contact details for an Account Manager upon award to the contact. The Trust reserves the right to stipulate that the Account Manager must be changed subject to providing evidence of an unsatisfactory performance.
- 13.1.2 The Account Manager tasks are envisioned, but not limited to:
- (i). Liaising with the Contact Manager.
 - (ii). Acting as an escalation point for queries, advice and issues.
 - (iii). Identification of opportunities for cost savings and improvements.
 - (iv). Recording and agreeing changes to improve the service.
 - (v). Trend analysis.
 - (vi). Preparation for review meetings including the provision of Management Information (MI).
 - (vii). Fulfilling requests for information from the Trust.
 - (viii). Information security.
 - (ix). Incident Handling and responses.
 - (x). Identifying areas for improvement to the Trust using management information and trend analysis.
- 13.1.3 Contract Review meetings shall include, but not be restricted to the following topics:-
- (i). Overall performance against key performance indicators.
 - (ii). Compliance and satisfaction levels.
 - (iii). Sustainability strategy and performance.
 - (iv). Business continuity issues and updates.
 - (v). Proposals for improvements on any area of the contract.
 - (vi). Review of market conditions/ intelligence.
 - (vii). Trading conditions and financial stability.
 - (viii). Review of risk assessment.
 - (ix). Consideration of security incidents and trends, other security issues and review of Security Plan
- 13.1.4 The Trust may make ad hoc requests to the Account Manager for management information and support for Freedom Of Information (FOI) requests, all of which shall be provided at no additional cost. The successful contractor shall note that such responses are often required urgently and shall be prepared to work to whatever deadline the Trust proposes/stipulates.
- 13.1.5 The Account Manager shall ensure that the relevant staff in the successful contractor's organisation are fully briefed on the nature and details of the service provision and any changes as a result of any improvements identified.

13.1.6 The successful contractor shall bear all of their costs associated with contract management including attendance at meetings, which may be held at either the Trust's or the successful contractor's premises.

13.2 **Management Information (MI)**

13.2.1 The primary contract management activity from both parties shall be to monitor service performance.

13.2.2 The primary contract management activity from both parties shall be to monitor service performance.

13.2.3 After contract commencement the successful contractor shall attend performance review meetings with the Trust to review the progress of the contract, discuss the management information and to review any operational issues that have arisen in the preceding months.

13.2.4 The MI Table will be completed and returned within ten (10) working days of the following month

13.3 **Key Performance Indicators (KPI's)**

13.3.1 The successful contractor shall provide robust processes to ensure they achieve their KPI's.

13.3.2 KPI's and the linked Liquidated Damages (LD) will be reviewed at each contract management review meeting, and the successful contractor will provide evidence through the MI data to evidence their performance.

13.3.3 Where a KPI target has been missed due to exceptional circumstances outside of the successful contractor's control or through the Trust not meeting its contractual obligations, then the individual incidents will be reviewed and a decision reached between the Contract Manager and the Account Manager as to the application of the LD.

14 **Staff**

14.1 The successful contractor shall employ a sufficient number of trained and competent staff at all times and in all respects to ensure the continuous provision of services to meet this specification (as a Minimum).

14.2 The successful contractor must have a transparent and accountable recruitment process that ensures all staff, whom will be driving in the delivery of these services, hold clean licenses; or where applicable have less than six (6) points none of which to be accumulated by cautions / offences described by the Road Safety Act 2006 (as amended).

14.3 The successful contractor will be required to demonstrate that all staff have gained appropriate occupational health clearance prior to the commencement of employment.

14.4 The successful contractor will be expected to deal with any breach of conduct, failure of performance or other disciplinary matter using an appropriate disciplinary procedure. The successful contractor is to advise the Trust on when each disciplinary investigation has been completed.

14.5 The successful contractor must confirm that ALL their staff shall sign a formal confidentiality and non-disclosure agreement, with respect to data and patient confidentiality.

- 14.6 Disclosure and Barring Service (DBS) checks, enhanced level (where applicable), shall have been carried out for all staff (including sub contractors) used on this contract. All staff (including sub contractors) to have signed up to the DBS Update Service.
- 14.7 The successful contractor shall ensure an identity badge is provided, in addition to the Security Industry Trust (SIA) license, to all staff assigned to work on Trust premises, which must include an up to date photograph and a contact telephone number to enable the identity of the successful contractor staff to be confirmed. This identity card must be provided to personnel on commencement of working on the contract. This must be worn at all times by the staff when working on this contract.
- 14.8 The successful contractor will recruit competent technical trained staff, in order to comply with the successful contractor's obligations. All successful contractors' staff will have on-going training reviews, and the successful contractor will develop its staff, to meet any current or future regulatory requirements.
- 14.9 The Contract Manager may exclude from the contract any employee of the successful contractor who persistently fails to meet the required standards of competence and behaviour and request that the successful contractor ensures that he/she is not involved in the provision of this service for the remainder of the contract (and any extensions).
- 14.10 The successful contractor shall ensure that every member of staff employed to work on this contract, including temporary staff and any Sub-Contractors workforce can confirm as a minimum, all of the following:
- 14.10.1 Name, date of birth and address.

- 14.10.2 National Insurance number or other unique personal identifying number where appropriate.
- 14.10.3 Full details of previous employers (name, address and dates), for a minimum of the past three (3) years.
- 14.10.4 Confirmation of any necessary qualifications/licenses.
- 14.10.5 Educational details and references where someone is new to the workforce when these are considered necessary.
- 14.10.6 Confirmation of permission to work in the UK, if appropriate.
- 14.10.7 A Criminal record declaration form
- 14.11 The successful contractor must hold validated references for their staff, including documentary evidence.
 - 14.11.1 To establish the bona fide status of the staff.
 - 14.11.2 Their permission to work within the UK prior to the commencement of working with the Trust.
- 14.12 The successful contractor must ensure that their personnel comply with the Trust's policies in respect of;
 - 14.12.1 Mental Health Awareness
 - 14.12.2 Manual Handling.
 - 14.12.3 Equality and Diversity.
 - 14.12.4 Security
 - 14.12.5 Health and Safety
 - 14.12.6 Information Governance
 - 14.12.7 Infection Prevention & Control
 - 14.12.8 Safeguarding of Adults and Children / PREVENT Awareness. (minimum standard the Trust Baseline level information leaflets must be available to staff)
- 14.13 It is a requirement that, at the successful contractor's own cost, all staff, including Sub-Contractors and their staff, working on this contract must be fully trained in respect of the Trusts' Policies for the items listed in clause 15.
- 14.14 The Trust employs a diverse workforce and treats some of the most vulnerable patient demographics. The successful contractor must ensure that personnel engaging with the Trust's staff and its patients act in a non-discriminatory manner.
- 14.15 The Trust employs a diverse workforce and treats some of the most vulnerable patient demographics. The successful contractor must ensure that personnel engaging with the Trust's staff and its patients act in a non-discriminatory manner.
- 14.16 The Trust requires that any of the successful contractor's staff who fails to satisfy vetting procedures, or who refuse to be vetted, be removed from all tasks involved in the delivery of the service. The Trust shall not give reasons for this requirement and the successful contractor must comply with such a direction.
- 14.17 The Trust requires that any of the successful contractor's staff who fails to satisfy vetting procedures, or who refuse to be vetted, be removed from all tasks involved in the delivery of the service. The Trust shall not give reasons for this requirement and the successful contractor must comply with such a direction.

15 Training

- 15.1 The successful contractor's staff that will be involved in the provision of the services required under this contract are to demonstrate on-going competence to the Trust standards.
- 15.2 The successful contractor will be required to absorb all costs for all training Provision.
- 15.3 The successful contractor will ensure all manual handling complies with Manual Handling Regulations 1992 (as amended) including where required a dynamic risk assessment in accordance with TILE (Task, Individual, Load, and Environment) protocols.
- 15.4 Where required the successful contractor will seek the advice and support of the Trust risk management team to resolve issues from any risk assessment undertaken.

16 Smoking

- 16.1.1 The successful contractor shall ensure that all of its staff member(s) used in the provision of the services shall abide by the Trust's smoke free zones. Smoking by any person is strictly prohibited whether prior, during or after the provision of services whilst within a Trust smoke free zone, or within a vehicle delivering the contract.
- 16.1.2 The Trust reserves the right to require the replacement of any of the successful contractor's staff member(s) observed or otherwise reasonably suspected of smoking within a Trust smoke free zone, or within a vehicle whilst performing the services.
- 16.1.3 The Trust defines the use of any alternative e-cigarette or vaping device to be smoking, and the same restrictions apply as if the staff member(s) were smoking tobacco.

17 Alcohol and Illegal Drugs

- 17.1.1 The successful contractor shall ensure that its staff member(s) do not perform any services whilst under the influence of either alcohol or illegal drugs. The consumptions of alcohol or the taking of illegal drugs on Trust premises is strictly prohibited.
- 17.1.2 The Trust may if it suspects that any staff member(s) is under the influence of either alcohol or illegal drugs:
 - (i). Suspend/terminate the staff member(s) from providing services under this agreement.
 - (ii). Require the successful contractor to immediately remove the staff member from the Trust premises.
 - (iii). Inform the Police of any suspected offence.
- 17.1.3 The successful contractor shall not be entitled to any payment from the Trust nor shall it be entitled to make any claim for any losses or expenses whatsoever or howsoever incurred as a result of, or any period of suspension of the staff member(s) from this agreement.
- 17.1.4 The Trust may at any time during the Term of this agreement introduce a system for testing staff member(s) for alcohol and illegal drugs. The Trust shall provide the successful contractor with fourteen (14) days prior notice in writing of the intention to commence a testing program together with details of the Trust's requirements in relation to any such program.

17.2 **Prescribed and non-prescribed medication**

The successful contractor shall ensure that it implements procedures for monitoring the taking of medication by their staff member(s) to ensure that the recommendations of their doctor, or, for over the counter remedies, the manufacturer in relation to driving / operating machinery, are appropriately followed.

18 **Uniforms**

- 18.1 The successful contractor's staff engaged with activities relating to this contract on Trust premises must be easily identifiable and wear the appropriate uniform and Personal Protection Equipment (PPE) when entering any of the Trust's sites, premises and buildings.
- 18.2 Where the successful contractor intends to use Sub-Contractors, the Sub-Contractors workforce engaged with activities relating to this contract on Trust premises must be easily identifiable and wear the appropriate uniform and PPE when entering any of the Trust's sites, premises and buildings.
- 18.3 As a minimum the contractor will ensure that all operatives undertaking work as part of this service will wear PPE deemed necessary identified from a task specific risk assessment and in compliance with the Personal Protective Equipment Regulations 2002 and the Personal Protective Equipment at Work Regulations 1992 (as amended). To be provided by the successful contractor at their own cost.

19 **Complaints**

- 19.1 The successful contractor shall notify the Contract Manager of any complaints lodged concerning the service with a copy of any relevant documentation. A written response to complaints must be submitted within ten (10) working days.
- 19.2 Complaints about the service must as a matter of routine be reported to the Contract Manager who shall immediately instigate an investigation into the matter and if the complaint appears justified the Contract Manager shall contact the Account Manager in writing in order to resolve the problem. The Account Manager shall investigate the matter and reply to the Contract Manager in writing in accordance with the Trust's complaints procedure.
- 19.3 The Account Manager and the Contract Manager shall also review any complaints made and any resulting actions implemented as a result at the following scheduled review meeting(s).

20 **Quality Standards**

- 20.1 From the commencement of the contract, the successful contractor shall be required to hold accreditation and comply with any and all subsequent revisions, or successor standards, throughout the length of the contract, of the following (or latest relevant version) standards:
- 20.2 ISO 9001:2008 – Quality management systems
 - 20.2.1 ISO 9001:2008 specifies requirements for a quality management system where an organization needs to demonstrate its ability to consistently provide product that enhance Trust satisfaction through the effective application of the system, including processes for continual improvement of the system and the assurance of conformity to Trust and applicable statutory and regulatory requirements.

20.2.2 All requirements of ISO 9001:2008 are generic and are intended to be applicable to all organizations, regardless of type, size and product provided.

20.3 **BS OHSAS 18001 - Occupational Health and Safety Management**

20.3.1 BS OHSAS 18001 sets out the minimum requirements for occupational health and safety management best practice. It is a framework for an occupational health and safety management system. Ensuring policies, procedures and controls needed for an organisation to achieve the best possible working conditions, aligned to internationally recognise best practice.

20.4 **ISO 22301 Business Continuity Management**

20.4.1 ISO 22301 establishes guidelines and general principles for understanding and prioritising the threats to your business with the international standard for business continuity. This standard provides the requirements for a management system to protect against, reduce the likelihood of, and ensure your business

recovers from disruptive incidents, and improving how you will maintain continuity of services or supply of goods during a disruption and how you will recover delivery of key services or goods in line with best practice.

21 **Legislation**

21.1 The successful contractor shall comply with all relevant legislation associated with the services required under this contract and shall bear the cost of any changes that need to be made to comply with amendments / new legislation as required.

21.2 Health and Safety at Work Act 1974 (as amended)

21.2.1 The successful contractor shall ensure that their staff are instructed as to their duties and responsibilities in relation to the Health and Safety at Work Act 1974 and that they comply with the requirements at all times.

21.2.2 The successful contractor shall be required to provide evidence that they regularly instruct their staff in the requirements of the Health and Safety at Work Act 1974.

21.2.3 It is a requirement that the successful contractor fully notifies the Trust of any risk assessment carried out in relation to providing the service, and clearly details any findings or conclusions.

21.3 Data Protection Act 1998 (as amended)

21.3.1 The successful contractor must ensure that the service being provided throughout the full contract period is fully compliant with the Data Protection Act at all times throughout this contract.

21.4 Freedom of Information Act 2000 (as amended)

21.4.1 The successful contractor must provide support to the Contract Manager to gain access to the relevant data. This is to support the Trust in meeting its statutory requirements in responding to any requests received under the Freedom of Information Act at all times throughout this contract.

21.5 The Computer Misuse Act (CMA) 1990 (as amended)

21.5.1 The successful contractor must provide the support to the Contract Manager to gain access to the relevant data. This is to support the Trust in meeting its statutory requirements to make provision for securing computer material against unauthorised access or modification; and for connected purposes.

- 21.6 Controlled Waste Regulations 1992;
- 21.7 Hazardous Waste Regulations 2005 and Lists of Waste Regulations 2005;
- 21.8 Use of Transportable Pressure Receptacles Regulations 1996;
- 21.9 Environmental Protection Act 1990;
- 21.10 Environmental Protection (Duty of Care) Regulations 1991;
- 21.11 Council Directive 96/35/EC;
- 21.12 The Health & Safety (Consultation with Employees) Regulations 1996;
- 21.13 The Transport of Dangerous Goods (Safety Advisers) Regulations 1999;
- 21.14 Carriage of Dangerous Goods (by Road) Regulations 1996;
- 21.15 Carriage of Dangerous Goods (Classification, Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996;
- 21.16 DH Estates & Facilities – Health Care Waste Management – Segregation of Waste Streams in Clinical Areas.
- 21.17 Water Industry Act 1991;
- 21.18 Safe Disposal of Clinical Waste issued by HSAC 2nd Edition 1999 / Safe Management of Healthcare Waste” ;
- 21.19 ‘Waste Strategy 2007’;
- 21.20 Waste Electrical and Electronic Equipment Directives;
- 21.21 DH Estates & Facilities - Total Waste Management – best practice advice on local waste management for the NHS in England;
- 21.22 Trust’s Waste Management Strategy and Policy; and
- 21.23 HTM-07-01 (02).

22 **Business Continuity**

- 22.1 The successful contractor shall use reasonable endeavours to ensure its Business Continuity Plan (BCP) operates effectively alongside the Trust’s BCP where relevant to the provision of the services.
 - 22.1.1 Where “Business Continuity Plan” means the successful contractor’s BCP which includes its plans for continuity of the service during a Business Continuity Event (BCE).
 - 22.1.2 Where “Business Continuity Event” means any event or issue that could impact on the operations of the successful contractor and its ability to provide the service including influenza pandemic and any Force Majeure event.
- 22.2 Throughout the Term, the successful contractor shall need to ensure its BCP provides for continuity during a BCE. The successful contractor shall be required to confirm and agree such BCP details and shall continue to detail robust arrangements that are reasonable and proportionate to:
 - 22.2.1 The criticality of this contract to the Trust.
 - 22.2.2 The size and scope of the successful contractor’s business operations.
 - 22.2.3 Continuity of the provision of the services during and following a BCE.

- 22.3 The successful contractor shall need to conduct a business continuity programme over a twelve month period which shall actively document action based learning from any arising incident, training or exercising completed. The plan, programme and learning documents shall be open to inspection and report as part of the Trusts core standards assurance process.
- 22.4 The Trust may suggest reasonable and proportionate amendments to the successful contractor regarding the BCP at any time. Where the successful contractor, acting reasonably, deems such suggestions made by the Trust to be relevant and appropriate, the successful contractor shall incorporate into the BCO all such suggestions made by the Trust in respect of such BCP. Shall the successful contractor not incorporate any suggestion made by the Trust into such BCP it shall explain the reasons for not doing so to the Trust in writing to the Contract Manager.
- 22.5 Should a BCE occur at any time, the successful contractor shall implement and comply with its BCP and provide regular written reports to the Contract Manager on such implementation.
- 22.6 During, and following, a BCE, the successful contractor shall use reasonable endeavours to continue to provide the services in accordance with the contract.
- 22.7 If a Resilience Operations Centre (ROC) is in place to assist Trust service delivery the successful contractor will be required to provide an appropriate liaison officer to that ROC for support.

23 Implementation Requirements

- 23.1 The successful contractor is required to have and provide the Trust with an Implementation and mobilisation plan for the contract and to agree this with the Trust within the timescales required by the Trust

24 Exit Plan

- 24.1 The successful contractor will be required to create and maintain an exit plan throughout the length of the contract period, in line with the following timescales;
- 24.1.1 On implementation, an indicative exit plan will be provided to the Trust by the successful contractor.
- 24.1.2 After the first six (6) months a finalised exit plan will be provided to the Trust by the successful contractor.
- 24.1.3 At the annual contract review meeting the exit plan will be updated by the successful contractor and provided to the Trust.
- 24.2 On cessation of the contract, all electronic information shall be provided to the Trust at no cost. This must include all data relevant to the trust, as per the Trusts terms & conditions, all data belongs to the Trust and must be provided to the trust in a reasonable timescale and format.
- 24.3 Any exit plan must have clear timescales and confirmation of resource commitments required by the supplier to ensure that any handover of data to a new provider shall be in a reasonable and timely manner, in agreement with the Trust and the new provider's implementation plan.

25 Sustainability

- 25.1 The successful contractor shall operate the service having due care for the environment and must have an environmental policy. This policy shall also include a transport strategy that covers as a minimum:
- 25.1.1 Vehicles including engine efficiency.
 - 25.1.2 Fuel.
 - 25.1.3 Waste disposal i.e. oil, batteries etc. If the vehicles are serviced 'in-house'. If this function is contracted to a third party, the successful contractor shall be able to provide evidence that correct procedures are in place.
 - 25.1.4 Vehicle disposal.

26 Social Economic Responsibility

- 26.1 The Trust is committed to its Social Economic Responsibilities and ensuring it is a Good Corporate Citizen (GCC). It is imperative that the successful contractor ensures that its supply chain is monitored and that there is zero tolerance of modern slavery within their supply chain.
- 26.2 The successful contractor must ensure that at no point, throughout the delivery of this agreement, that any materials used to deliver this agreement are created through the use of bonded labour or infringement of human rights.
- 26.3 Where any such issues arise within the extended supply chain, the successful contractor shall act to remove these items from entering the Trusts extended supply chain and implement ethical sourcing programs and supply chain audits to prevent any repetition.

27 Payment

- 27.1 The successful contractor shall be paid monthly in arrears, by submitting a consolidated invoice quoting a valid Trust Purchase Order (PO).
- 27.1.1 A separate electronic supporting document shall be provided to the Trust detailing all activity data in sufficient detail, such to allow the Trust to verify against its own records, the individual activity included within the invoice.
 - 27.1.2 Where any discrepancies are identified, the Trust shall contact the successful contractor to request a credit note.
- 27.2 Any liquidated damages shall be deducted from payments due to the successful contractor on a monthly basis.
- 27.3 The successful contractor shall endeavour to absorb fuel price increases where possible.
- The successful contractor shall submit an invoice to the Trust for payment in line with the payment profile and form of invoicing agreed between the Trust and the successful contractor for the service or parts thereof that have been completed to the satisfaction of the Trust during that particular period.

- 27.4 Within thirty (30) days of receipt of a valid² invoice, the Trust shall pay to the successful contractor the sum due in accordance with the contract unless the Trust does not accept part of an invoice, in which instance the element under dispute shall be withheld. The Trust shall inform the successful contractor within five (5) working days of any disputed areas, and shall endeavour to resolve the dispute with the successful contractor within one (1) calendar month.
- 27.5 As per regulation 113³ (6) of the Public Contracts Regulations (PCR) 2015 (as amended), where the successful contractor enters into a Sub-Contract⁴ in the delivery of this contract, the successful contractor shall include in that sub-contract provisions having the same effect as the clauses 22.5. to 22.6. inclusive and a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as clauses 22.5 to 22.6 inclusive.
- 27.6 Any credit or other payments due to the Trust from the successful contractor for whatever reason shall be shown separately on monthly invoices and may be recoverable by deduction from any sum or sums then due, or which at any time thereafter may become due to the successful contractor under the contract or any other contract with the Trust.
- 27.7 The successful contractor must state whether prompt payment for this service shall qualify for a reduction in charges, and if so how this would be structured and applied. Any discount for prompt payment shall be applicable to the date of receipt of the correct and valid invoice
- 27.8 Any delay as a result of failure by the successful contractor to provide a correctly completed and valid invoice shall not jeopardise the receipt by the Trust of any prompt payment discount.
- 27.9 No debt incurred in the delivery of this contract may be assigned without the prior permission of the Trust.
- 27.10 All prices must be quoted in Great British Pounds (GBP) and all payments shall be made in GBP.
- 27.11 In line with the DoH “Combating Inflation Guidance”⁵ Document (Published March 2014), there shall be no pricing uplift for inflation made throughout the length of this contract. This guidance of a zero inflation policy shall be seen as a minimum target, In order for the Trust to keep a balanced budget and to continue to provide a quality service for Patients by protecting it’s front-line.
- 27.12 Where the successful contractor is able to introduce initiatives to help the Trust reduce costs over the length of the contract, they are to be ratified through the contract review meetings and agreed in writing by the Contract Manager.
- 27.13 Value Added Tax (VAT) shall be shown separately on all invoices.

(a) _____

² The Trust regards an invoice valid as per 0.

³ <http://www.legislation.gov.uk/ukxi/2015/102/regulation/113/made>

⁴ “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Trust in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this contract.

⁵ <https://www.gov.uk/government/publications/nhs-resisting-cost-inflation-pressures>

Appendix 1 (Part 1)

KEY PERFORMANCE INDICATORS

DOMESTIC AND CLINICAL WASTE

Service Element	Service Parameter Ref	Key Performance Indicator	Weight	Points	Monitoring Mechanism	Monitoring Frequency	Service Failure Events
Management of Contract	01	The Supplier shall have in place a designated and experienced, competent, accountable Waste Manager to manage the contract between the Trust and the Supplier. This will include but not be limited to supporting the Trust with its quality and compliance audits e.g. Pre Acceptance Audit for Clinical Waste.	M	5	Monitoring and Complaints	Monthly & Complaints	Each failure to provide a Designated and experienced, competent, accountable Waste Manager for the management and supervision of the Contract on each occasion. Each failure to support the Trust with its quality and compliance audits on each occasion.
Help Desk	02	The Supplier shall provide the Trust with a Help Desk (or equivalent) which at a minimum shall be available between 08.30 and 1700 Monday to Friday inclusive.	H	15	Monitoring and Complaints	Monthly & Complaints	Each failure to provide a Help Desk (or equivalent) between 08.30 and 1700 on each day Monday to Friday inclusive on each occasion.
Quarterly Reports	03	The Supplier shall provide the Trust with a Quarterly Report (in an agreed format) within 10 business days of the last day of the quarter being reported on setting out the following as a minimum (as applicable for Domestic Waste or Clinical Waste or both);.	L	1	Monitoring and Complaints	Quarterly & Complaints	Each failure of the Supplier to provide the Trust with a Quarterly Report (in the agreed format) within 10 business days of the last day of the quarter being reported on setting out the following as a minimum (as applicable for Domestic Waste or Clinical

Appendix 1 (Part 1)

Service Element	Service Parameter Ref	Key Performance Indicator	Weight	Points	Monitoring Mechanism	Monitoring Frequency	Service Failure Events
		<ul style="list-style-type: none"> Number and type of lifts to include but not limited to bins, loose bags/box collections broken down by site. Recyclable/non-recyclable. Total waste arising in tonnage. Quantity (tonnage) of waste recovered. Quantity (tonnage) of waste recycled. Tonnage and nature of final disposal. 					<p>Waste or both) and for each subsequent day thereafter on each occasion.</p> <ul style="list-style-type: none"> The number and type of lifts to include but not limited to bins, loose bags/box collections broken down by site. Recyclable/non-recyclable. Total waste arising in tonnage. Quantity (tonnage) of waste recovered. Quantity (tonnage) of waste recycled. Tonnage and nature of final disposal.
Annual Reports	04	<p>The Supplier shall provide the Trust with an Annual Report (in an agreed format) within 15 business days of the year ending 31st March being reported on setting out the following as a minimum (as applicable for Domestic Waste or Clinical Waste or both);</p> <ul style="list-style-type: none"> Number and type of lifts to include but not limited to bins, loose bags/box collections broken down by site. Recyclable/non-recyclable. Total waste arising in tonnage. 	M	5	Monitoring and Complaints	Annually & Complaints	<p>Each failure of the Supplier to provide the Trust with an Annual Report (in the agreed format) within 15 business days of the year ending 31st March being reported on setting out the following as a minimum (as applicable for Domestic Waste or Clinical Waste or both) and for each subsequent day thereafter on each occasion.</p> <ul style="list-style-type: none"> The number and type of lifts to include but not limited to bins, loose bags/box collections broken down by site. Recyclable/non-recyclable. Total waste arising in tonnage Quantity (tonnage) of waste recovered.

Appendix 1 (Part 1)

Service Element	Service Parameter Ref	Key Performance Indicator	Weight	Points	Monitoring Mechanism	Monitoring Frequency	Service Failure Events
		<ul style="list-style-type: none"> Quantity (tonnage) of waste recovered. Quantity (tonnage) of waste Recycled. Tonnage and nature of final disposal. The Supplier's Carbon Efficiency of its vehicles and plans/policies to support Sustainable Development. 					<ul style="list-style-type: none"> Quantity (tonnage) of waste recycled. Tonnage and nature of final disposal. The Supplier's Carbon Efficiency of its vehicles and plans/policies to support Sustainable Development.
External Waste Bins	05	<p>External Waste bins provided by the Supplier are to be lockable, free of damage, free of faults, of acceptable appearance and free from mal-odour. Any bin identified by the Trust as being damaged, faulty, unacceptable in appearance, malodourous or having a broken lock shall be replaced by the Supplier within 5 working days of the Supplier being notified of such by the Trust or at the next scheduled collection whichever is the sooner.</p>	H	15	Monitoring and Complaints	Monthly & Complaints	<p>Each failure of each external Waste bin provided by the Supplier being lockable and/or free of damage and/or free of faults and/or of acceptable appearance and and/or free from mal-odour. On each occasion.</p> <p>and/or</p> <p>Each failure of each external Waste bin identified by the Trust as being damaged, faulty, unacceptable in appearance, malodourous or having a broken lock being replaced by the Supplier within 5 working days of the Supplier being notified of such by the Trust or at the next scheduled collection whichever is the sooner and for</p>

Appendix 1 (Part 1)

Service Element	Service Parameter Ref	Key Performance Indicator	Weight	Points	Monitoring Mechanism	Monitoring Frequency	Service Failure Events
							each subsequent day thereafter on each occasion.
Waste Collection Schedule	06	Reasonable changes to the Waste Collection Schedule notified to the Supplier in writing or E Mail or fax will be actioned/implemented by the Supplier within 5 working days of the Supplier being notified of such by the Trust. For the avoidance of doubt, this 5 working days' notice will also apply to Clause 1.3 of the Service Specification	M	5	Monitoring and Complaints	Monthly & Complaints	Each failure of the Supplier to action/implement a reasonable change to the Waste Collection Schedule notified to the Supplier either in writing or E Mail or fax within 5 working days of the Supplier being notified of such by the Trust and for each subsequent day thereafter on each occasion. For the avoidance of doubt, this 5 working days' notice will also apply to Clause 1.3 of the Service Specification See also "For the avoidance of doubt" note under Service Parameter 06 above that will apply in addition to this KPI.
Waste Collection Schedule	07	The Supplier shall undertake scheduled Waste collections in accordance with the Waste Collection Schedule and collection times (as agreed with the Trust).	H	15	Monitoring and Complaints	Monthly & Complaints	Each failure of each collection being made on the day and/or time designated in the agreed Waste Collection Schedule without the prior agreement of the Trust – on each occasion.
Waste Collection Schedule	08	The Supplier shall undertake (at the request of the Trust representative) Waste collections on an Ad-hoc Urgent or an Ad-hoc Non Urgent basis to meet	M	5	Monitoring and Complaints	Monthly & Complaints	Each failure of each Ad-Hoc Urgent collection requested being completed within 24 hours (excluding weekends and bank

Appendix 1 (Part 1)

Service Element	Service Parameter Ref	Key Performance Indicator	Weight	Points	Monitoring Mechanism	Monitoring Frequency	Service Failure Events
		abnormal demand. Ad Hoc Urgent collections requested to be completed within 24 hours (excluding weekends and bank holidays) of the Supplier being notified of such request by the Trust and Ad-Hoc Non Urgent collections requested to be completed within 48 hours (excluding weekends and bank holidays) of the Supplier being notified of such request by the Trust.					holidays) of the Supplier being notified of such request by the Trust. and /or Each failure of each Ad-Hoc Non Urgent collection requested being completed within 48 hours (excluding weekends and bank holidays) of the Supplier being notified of such request by the Trust - on each occasion.
External Waste Bins	09	External Waste bins provided by the Supplier shall be cleaned and disinfected prior to delivery to the Trust sites at Contract Commencement Date. Thereafter the Supplier will ensure all Waste bins are exchanged for clean, disinfected replacement bins annually in April. The Supplier shall maintain records to confirm and evidence this has been undertaken and shall provide this evidence/information to the Trust as and when requested by the Trust.	H	15	Monitoring and Complaints.	Monthly & Complaints	Each failure of each external Waste bin being cleaned and disinfected prior to delivery to the Trust sites at Contract Commencement Date. Each failure of each external Waste bin being exchanged for a clean, disinfected replacement bin each April and/or Each failure to provide evidence/information to the Trust (as requested by the Trust) that this has been undertaken – on each occasion.

Appendix 1 (Part 1)

Service Element	Service Parameter Ref	Key Performance Indicator	Weight	Points	Monitoring Mechanism	Monitoring Frequency	Service Failure Events
Legal Requirement	10	The Supplier shall ensure that all Waste collected from any Trust site is transported using licenced contractors and only taken to fully licenced sites with all necessary permits and licences and to ensure Waste is compliantly recycled, recovered and finally disposed of according to regulations.	VH	60	Monitoring and Complaints	Monthly & Complaints	Each failure of each Waste collection being transported using licenced contractors on each occasion and/or Each failure of each Waste collection being taken to licenced sites with the necessary permits and licences on each occasion.
Waste Control Procedure	11	The Supplier shall maintain and record an auditable Waste control procedure to be made available to the Trust or any inspectorate body within 3 working days of request. This to be a written description of the waste to include as a minimum; <ul style="list-style-type: none"> • Details of waste arisings to include weight, volume and type of all categories of waste. • The audit trail to discharge the Trust's duty of care. • The process for managing and dealing with any complaints raised by the Trust and the actions taken, recorded and communicated immediately upon resolution. 	M	5	Monitoring and Complaints	Monthly & Complaints	Each failure of the Supplier to maintain and record an auditable Waste control procedure and/or Each failure of this to be available to the Trust or any inspectorate body within 3 working days of request. and/or Each failure of the written description of the waste including as a minimum (on each occasion); <ul style="list-style-type: none"> • Details of waste arisings to include weight, volume and type of all categories of waste. • The audit trail to discharge the Trust's duty of care.

Appendix 1 (Part 1)

Service Element	Service Parameter Ref	Key Performance Indicator	Weight	Points	Monitoring Mechanism	Monitoring Frequency	Service Failure Events
		<ul style="list-style-type: none"> Any other relevant information that affects the handling or disposal of the Waste. To ensure treatment and disposal are appropriate and is dealt with as per National Waste Hierarchy. 					<ul style="list-style-type: none"> The process for managing and dealing with any complaints raised by the Trust and the actions taken, recorded and communicated immediately upon resolution. Any other relevant information that affects the handling or disposal of the Waste. To ensure treatment and disposal are appropriate and is dealt with as per National Waste Hierarchy.
Carbon Efficiency and Vehicles	12	<p>Supplier(s) shall demonstrate the Carbon Efficiency of its vehicles and plans/policies to support Sustainable Development (to be included in the Annual Report – see Service Parameter 04 above).</p> <p>The Supplier's vehicles will be logo'd and well maintained and reputable in appearance</p>	M	5	Monitoring and Complaints	Monthly & Complaints	<p>Each failure of the Supplier to demonstrate the Carbon Efficiency of its vehicles and plans/policies to support Sustainable Development on each occasion.</p> <p>And/or</p> <p>Each failure of the Supplier's vehicles being logo'd and/or, well maintained and/or reputable in appearance on each occasion.</p>
Staff Conduct	13	The Supplier's manager's, supervisors and staff and the Supplier's sub-contracted staff are to display a good and courteous attitude to the Trust's staff, patients and the public and	M	5	Monitoring and Complaints	Monthly & Complaints	Each proven failure of each of the Supplier's manager's, supervisors and staff and sub-contracted staff to display a good and courteous attitude to the Trust's staff, patients and the public on each occasion

Appendix 1 (Part 1)

Service Element	Service Parameter Ref	Key Performance Indicator	Weight	Points	Monitoring Mechanism	Monitoring Frequency	Service Failure Events
		conduct themselves in a good and appropriate manner at all times.					and/or to conduct themselves in a good and appropriate manner on each occasion.
Invoicing	14	<p>The Supplier shall use and provide monthly electronic invoicing that will detail Waste volumes and costs on a site by site basis.</p> <p>The invoices to be submitted with 14 days from the last day of the preceding month. The invoices should be accurate and provide sufficient detail, to include but not be limited to; name of site, number of bins, number of lifts, date of collection, type of Waste.</p>	M	5	Monitoring and Complaints	Monthly & Complaints	<p>Each failure of the Supplier to use and provide electronic invoicing on each occasion.</p> <p>and/or</p> <p>Each failure of each invoice to provide detail of Waste volumes and costs on a site by site basis on each occasion.</p> <p>and/or</p> <p>Each failure of each invoice being submitted within 28 days from the last day of the preceding month and for each subsequent day thereafter on each occasion.</p> <p>and/or</p> <p>Each failure of each invoice being accurate and providing sufficient detail and/or each failure to include as a minimum; name of site, number of bins, number of lifts, date of collection, type of Waste on each occasion.</p>
Spillages	15	The Supplier will clean up (at their own cost and at no cost to the Trust) all spillages arising as a direct result of the Waste collection, if deemed the	H	15	Monitoring and Complaints	Monthly & Complaints	Each failure of the Supplier to clean up each spillage arising as a direct result of the Waste collection immediately – on each occasion.

Appendix 1 (Part 1)

Service Element	Service Parameter Ref	Key Performance Indicator	Weight	Points	Monitoring Mechanism	Monitoring Frequency	Service Failure Events
		Supplier is at fault, immediately using a method approved by the Trust. All spillages to be reported to the Trust as soon as possible.					and/or Each failure the Supplier to use a method approved by the Trust to clean the spillage – on each occasion. and/or Each failure of the Supplier to report a spillage as soon as possible to the Trust – on each occasion.
Vehicles, Driving & Parking	16	The Supplier shall ensure that the Supplier's vehicles do not park inappropriately (eg including but not limited to parking in spaces reserved for disabled drivers, blocking any vehicles from parking). The Supplier shall ensure that when the Supplier's vehicles are reversing these have either an audible alarm or a banks man is used. The Supplier shall ensure the Supplier's vehicles are driven cautiously whilst on Trust sites and obey site speed restrictions.	M	5	Monitoring; and Complaints	Monthly & Complaints	Each failure to ensure that the Supplier's vehicle does not park inappropriately (eg including but not limited to parking in spaces reserved for disabled drivers, blocking any vehicles from parking) on each occasion. and/or Each failure to ensure that when the Supplier's vehicle is reversing it has either an audible alarm or a banks man is used on each occasion. and/or Each failure to ensure the Supplier's vehicles is driven cautiously whilst on Trust sites and site speed restrictions are obeyed on each occasion.

APPENDIX 1 (PART 2)

MONITORING REGIME, TERMINATION WARNINGS & TERMINATION NOTICES

PRINCIPLES

- i) The Services and any related Complaints shall be monitored against the Key Performance Indicators (KPIs) as set out in this Appendix 3 of the Service Level Agreement – which are weighted for their relative importance and linked to a points system.
- ii) The Services shall be formally monitored against the KPIs on a monthly basis as well as operationally on a day to day basis with arrangements to require the Supplier to rectify any issues within designated timescales.
- iii) KPI Services Failure Events shall be identified through monitoring of the KPIs or from Complaints relating to the KPIs and shall be rectified by the Supplier within timescales agreed between the Trust and the Supplier (or determined by the Trust in the event of a failure to agree).
- iv) To enable the Trust to ensure the performance of the Services is effectively managed, the KPI points system will be linked into procedures to increase the frequency of formal monitoring of the KPIs as well as Termination Warning Notices (and ultimate Termination) should the performance of the Services fall short of the required standards beyond designated periods. Ultimate Termination for failure/s in the performance of the Services is provided for in the “NHS Terms and Conditions for the Provision of Services” (Clause 15).

PROCESS

- i) Representatives of the Trust and the Supplier will jointly formally monitor the Services and will record the findings as follows;

For each KPI
 - a) Monitoring Observations
Service Failure Event/s (has the Service failed to achieve the KPI?) Yes/No
Number of Service Failure Points applicable (the KPI Points Column number of Service Failure Events occurred/observed).
 - b) Agreed Actions and Timescale to rectify the failure/s.
- ii) These findings shall be recorded in the KPI Monitoring Schedules based on those in 3.1 above with additional columns for a) b) c) and d) above. The Trust will provide these schedules.
- iii) The Trust and Supplier Representatives shall record the total number of any Service Failure Points applicable – at the end of the Monitoring Schedule and will sign and date this and each retain a copy.
- iv) The Trust and Supplier Representatives shall agree a date to return and repeat the monitoring of any Service Failures at the end of the rectification period/s (to be agreed between the Trust and Supplier Representatives) to ensure rectification has taken place.
- v) Any Complaints relating to the Services will be brought to the attention of the Supplier and jointly investigated by the Trust and the Supplier Representatives who

APPENDIX 1 (PART 2)

will agree the relevant Service Failure Events and Service Failure Points to be applied (as well as the actions and timescales to rectify the Service Failure/s (where there is failure to agree these shall then be determined by the Trust). Section iii) above will then be applied.

- vi) There will be a joint Quarterly Service Monitoring and Review Meeting between the Trust and the Supplier. These meetings will include (but not be limited to) the following;
 - a) A review of the performance of the Services during the immediately preceding quarter (3 months).
 - b) Outcomes of Joint Monitoring and any associated Service Failure Events and Service Failure Points.
 - c) Outcomes of any Complaints received/made relating to the Services and any associated Service Failure Events and Service Failure Points.
 - d) Outcomes of rectification actions.
 - e) Any actions required.
 - f) Any Termination Warning Notices issued by the Trust and associated data and Service Failure Points.
- vii) These meetings will be formally noted/minuted and notes/minutes sent out to the parties' representatives within 7 working days following each meeting.
- viii) The Trust Representatives in attendance at the Service Monitoring and Review Meetings will include (but not be limited to) the Trust's Contract Manager.
- ix) The Trust may also invite its PFI Partner to the Service Monitoring and Review Meetings for the purpose of jointly reviewing the service provision to the Trust as a whole and to achieve consistency of approach.
- x) The Trust shall be entitled to increase the frequency of the Service Monitoring and Review Meetings (and the Supplier shall be obliged to attend such meetings) if the Services fall short of the required standards and/or following the issuing of any Termination Warning.
- xi) Table 1 below sets out the Termination Warning and Termination Notice Thresholds and Process.

APPENDIX 1 (PART 2)

NOTE

The Trust will review the details of the Monitoring Regime and Table 1 herein at the end of the first three months of operating these.

Appendix 1 (Part 2)

TABLE 1 - TERMINATION WARNING THRESHOLDS AND PROCESS			
	1st Termination Warning (TW1)	2nd Termination Warning (TW2)	Termination Notice (TN)
Threshold	<p>60 Service Failure Points</p> <p>If the aggregate number of Service Failure Points exceeds the above threshold for any Contract Month.</p> <p>or</p> <p>There is a Failure of KPI 10 Legal Requirement</p>	<p>60 Service Failure Points</p> <p>If the aggregate number of Service Failure Points exceeds the above threshold for any two out of any three successive Contract Months or for any two out of any three out of twelve successive Contract Months.</p> <p>or</p> <p>There is a Failure of KPI 10 Legal Requirement</p>	<p>60 Service Failure Points</p> <p>If the aggregate number of Service Failure Points exceeds above threshold for the Contract Month immediately following the Contract Month that caused the TW2 to be issued or for the third Contract Month of any three Contract Months (out of twelve successive Contract Months).</p> <p>or</p> <p>There is a Failure of KPI 10 Legal Requirement</p>
Action	<p>The Trust shall be entitled to issue to the Supplier a 1st Termination Warning (TW1) such to be issued within 20 Working Days of the Contract Month to which the TW1 relates. This will require the Supplier to increase the frequency of monitoring of all KPIs (as designated by the Trust) (and the Trust will increase its monitoring frequency) - until the Trust is satisfied the Supplier has rectified all issues and</p>	<p>The Trust shall be entitled to issue to the Supplier a 2nd Termination Warning (TW2) such to be issued within 20 Working Days of the Contract Month to which the TW2 relates. This will state that if the aggregate number of Service Failure Points exceeds the above threshold for a further Contract Month being the Contract Month immediately following the Contract Month to which the TW2 relates, or the third Contract Month of any three Contract</p>	<p>The Trust shall be entitled to issue to the Supplier a Termination Notice (TN) such to be issued within 20 Working Days of the Contract Month to which the Termination Notice relates. This will state that the Trust gives notice to the Supplier that the Contract with the Trust is being terminated having effect at the expiry of one month from the date of issue of the TN.</p>

Appendix 1 (Part 2)

	<p>demonstrated capability to provide the Services to the required standards. The TW1 will also state that if the aggregate number of Service Failure Points exceeds the above threshold for a further Contract Month being the second of any three successive Contract Months (or being the second of any three out of twelve successive Contract Months) the Trust will be entitled to issue to the Supplier a 2nd Termination Warning (TW2).</p>	<p>Months (for which the Service Failure Points have exceeded the above threshold) out of twelve successive Contract Months then the Trust will be entitled to issue a Termination Notice.</p>	
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Appendix 2 Good Invoicing Practice

To help ensure that the Trust can process invoices quickly and efficiently, the successful contractor will be required to follow these good Invoicing guidelines.

1. Submit all invoices / credit notes electronically to bsmhft.payments@nhs.net.
 - 1.1. Use a standard file format, ie: PDF, DOC, DOCX, XLS, XLSX, etc. to ensure the Trust can open the document.
2. Ensure the company name is clearly stated on the Invoice. This will allow the Invoice to be paid correctly.
3. Ensure the company address (including postcode) is shown on the Invoice. Missing details may result in delayed payment or returned Invoices.
 - 3.1. The postcode is essential as this allows the Trust to pay the correct site within the Financial Management System (FMS). Failure to provide the postcode could result in incorrect payments.
 - 3.2. Please ensure all pertinent contact details (telephone, fax numbers or e-mail addresses) are provided as this will allow the Trust Creditor Payments team to contact the relevant staff if there is any reason why the invoice cannot be processed.
4. Invoice Summerhill Services Limited using the correct invoicing address:

Summerhill Services Limited
Finance Department, Unit B1
50 Summerhill Road
Birmingham
B1 3RB
5. Clearly identify if the document is an invoice or credit note. If this is not stated the document may be returned.
6. Ensure that your invoice / credit has an identifiable unique invoice / credit number stated.
 - 6.1. Invoices received without an invoice number will be returned.
7. Ensure the tax point / invoice date is clearly shown. This allows us to action your Invoice within the correct payment terms.
8. Clearly show the deliver to address to allow the invoice to be allocated to the correct stores department within the organisation.
 - 8.1. Not advising of the delivery address may delay payment.
9. Include any important comments on the invoice / credit, which will speed up the processing time.
 - 9.1. For example credit notes require the related invoice number to be quoted to allow them to be matched to the original invoice.
10. Quote the valid Purchase Order (PO) number provided.
 - 10.1. Not providing the correct PO number will delay the payment of your Invoice.
 - 10.2. It may cause issues with matching, and could result in the invoice being returned.
11. Please note that quoting an incorrect or expired PO may cause the invoice to be returned.
 - 11.1. If an ordering against a call off order please ensure to request a new PO if the previous order has expired.

12. Ensure all goods/service details are provided. Advise of quantity billed, item description, unit price and total value. If all the information is provided it will enable the invoice to be processed easily allowing for prompt payment. Missing information could delay payment.
13. Quote all relevant bank details otherwise payment may be delayed.
 - 13.1. Please quote all remittance addresses (post, fax or e-mail) to allow the remittance to be sent to the correct location.
14. Delivery note numbers are very useful. When quoted they can help the Trust action invoices quickly.
15. State your payment terms on all invoices.
16. Ensure a clear breakdown of invoice value is provided.
 - 16.1. Invoices that are calculated incorrectly will be returned.
 - 16.2. Advise of any handling or freight charges.
 - 16.3. Ensure a clear VAT breakdown is provided to avoid delays.
17. In addition please ensure any invoice / credit note submitted:
 - 17.1. Is legible. Documentation will be scanned into our system so needs to be clear.
 - 17.2. Contains the relevant supporting information, such as timesheets, etc.
 - 17.3. Is not printed on dark paper or in purple ink for scanning purposes.
 - 17.4. Is not handwritten.
18. In accordance with the NHS requirements for Pseudonymisation, the Trust promotes the non-use of NHS Patient Identifiable information for invoicing purposes, including Patient Names and NHS numbers. Use of these details in the description sections of an invoice may result in the invoice being refused / delayed by the Trust.

Appendix 3. Authorised Trust Officer(s)

Where Referenced in this document “*Authorised Trust Officer*” shall refer at all times to the table below, which shall be completed and provided to the successful contractor at point of award. The table below shall be maintained and updated as required over the life of the contract.

As a minimum this shall be reviewed at all Contract Review Meetings to ensure the named officers are still relevant and employed by the Trust.

Name	Job Title	Contact Number	Email
XXXX	Corporate Property and Sustainability Manager	0121 301 1334	XXXX

Appendix 4.

Not Used

Appendix 5.

Not Used

Appendix 6.

Not Used

Not Used

Appendix 7

SCHEDULE OF PROPERTIES OWNED OR OCCUPIED BY SSL

Clinical Waste					
Site	Address	Number of 770 External bins	Loose bags/ Sharps bins	Collection Frequency	Approx Annual Tonnage
Ardenleigh	Kingsbury Road, Erdington, B24 9SA	3	Yes	Every 4 weeks	1.10
Shenley Fields	15 Shenley Fields drive, Northfield, B31 1XH	0	Yes	Every 4 weeks	0.1
Warstock Lane	Warstock Lane, Bilesley, B14 4AP	0	Yes	Every 4 weeks	0.10
Hillis Lodge	Hollymoor Way, Northfield, B31 3PJ	1	Yes	Every 4 weeks	0.20
Hertford House	29 Old Warwick Road, Solihull, B92 7JQ	0	Yes	Every 4 weeks	0.40
Lyndon Clinic	Hobs Meadow, Solihull, B92 8PW	0	Yes	Every 4 weeks	0.20
John Black Centre	4 Maple Leaf, Solihull, B37 7JB	0	Yes	Every 4 weeks	0.20
Juniper	Alcester Rd, Moseley, B13 8JL	4	No	Every week	5.0
Newington Resource Centre	Newington Road, Marston Green, B37 7RW	1	Yes	Every 4 weeks	0.10
Reaside Pharmacy	Great Park, Birmingham, B45 9BE	0	Yes	Every 2 weeks	0.50
Reaside	Great Park, Birmingham, B45 9BE	3	No	Every 4 weeks	1.2
Longbridge	10 Park Way, Birmingham, B45 9PL	1	Yes	Every 2 weeks	0.15
Dan Mooney/David Bromley	1 – 4 Woodside crescent, Knowle, Solihull, B93 0QA	1	Yes	Every week	0.90
Tamarind Centre	165 Yardley Green Road, Birmingham, B9 5PU	3	No	Every 2 weeks	2.10

