

SS20a Scoping and Specification Document

Tender No: 4352378

Contract Title: Community Based Psychological Intervention and Support Services for People who Self-Harm including support for their Family / Carer / Support Person

Contract Period: 3 years from the commencement date on the Contract award letter (with provision for 4 x 12-month extension period options)

Contents

GLOSSARY	4
1.0 INTRODUCTION AND TENDER SCOPE / OVERVIEW	7
1.1 INTRODUCTION.....	7
1.2 AIMS OF THE SERVICE.....	8
1.3 SERVICE OBJECTIVES.....	9
1.4 TIMETABLE.....	10
1.5 CONTRACT AWARD.....	10
1.6 INITIAL CONTRACT PERIOD.....	11
1.7 TUPE REGULATIONS AND/OR THE SERVICE PROVISION CHANGE (PROTECTION OF EMPLOYMENT) (NORTHERN IRELAND) REGULATIONS 2006.....	12
2.0 SERVICE REQUIREMENTS	13
2.1 OVERVIEW OF THE SERVICE.....	13
2.2 TARGET GROUPS.....	13
2.3 ELIGIBILITY CRITERIA FOR CLIENTS.....	14
2.4 ELIGIBILITY CRITERIA FOR CLIENTS' SUPPORT PERSON(S).....	16
2.5 ELIGIBILITY CRITERIA CHANGES.....	16
3.0 STANDARDS, QUALIFICATIONS AND ACCREDITATION	17
3.1 PROVIDER REQUIREMENTS.....	17
3.2 STAFF QUALIFICATIONS.....	17
3.3 CLINICAL /PROFESSIONAL REQUIREMENTS OF PROVIDER ORGANISATION.....	20
4.0 SERVICE DELIVERY REQUIREMENTS	24
4.1 SOURCE OF REFERRALS FOR CLIENTS: AGED 11+ YEARS.....	24
4.2 SOURCE OF REFERRAL FOR SUPPORT PERSON(S).....	24
4.3 ENGAGEMENT OF CLIENTS.....	25
4.4 SERVICE DELIVERY TO CLIENTS.....	27
4.5 SERVICE DELIVERY FOR SUPPORT PERSON(S).....	31
4.6 ENGAGING REFERRERS.....	33
4.7 PROVIDER PREMISES.....	34
4.8 MODE OF DELIVERY.....	35
5.0 ESTIMATED SERVICE DEMAND	36
5.1. ESTIMATED SERVICE VOLUMES – CLIENTS.....	36
5.2. ESTIMATED SERVICE VOLUMES – SUPPORT PERSONS.....	37
5.3. REVIEW OF SERVICE VOLUMES.....	37
6.0 CONTRACT MANAGEMENT / IMPLEMENTATION	39
6.1 KEY PERFORMANCE INDICATORS.....	39
6.2 CONTRACT MANAGER.....	40
6.3 PERFORMANCE MEASURES AND MONITORING.....	40
6.4 SERVICE REVIEW AND IMPROVEMENT.....	40
6.5 COMPLAINTS AND ADVERSE INCIDENTS.....	42
6.6 SERVICE EVALUATION.....	42
6.7 SERVICE PROMOTION.....	42
6.8 CONTRACT IMPLEMENTATION.....	43
6.9 CONTINUITY OF SERVICES.....	44
6.10 SITE VISITS.....	44
7.0 GENERAL CLAUSES	45
7.1 PRICE, PRICE AMENDMENT AND PAYMENT.....	45
7.2 PROTECTION OF PERSONAL DATA.....	46
7.3 CYBER SECURITY.....	55

7.4	HUMAN RIGHTS AND ETHICAL PROCUREMENT	56
7.5	LIVING WAGE.....	57
7.6	SERVICE SPECIFICATION REVIEW.....	57
7.7	ECONOMIC AND FINANCIAL STANDING	57
7.8	USE OF NEXT RANKED PROVIDER	57
7.9	EXIT STRATEGY	58
7.10	EXTENSION	58
8.0	SOCIAL CONSIDERATIONS	60
8.1	PROCUREMENT POLICY NOTE (PPN 01/21)	60
8.2.	SOCIAL VALUE DELIVERY PLAN	61
8.3.	COSTS.....	62
8.4.	SUB-CONTRACTORS.....	62
8.5.	ADOPTION OF FAIR WORK PRACTICES.....	62
8.6.	MONITORING REQUIREMENTS.....	62

GLOSSARY

Unless otherwise defined in the SS20a Scoping and Specification document, where terms are capitalised in this Specification, the definition as detailed in the Terms and Conditions of Contract shall apply.

Term	Definition
Applied Suicide Interventions Skills Training (ASIST)	Is a two-day intensive, interactive and practice-dominated course designed to help caregivers recognise and review risk, and intervene to prevent the immediate risk of suicide. The training is for everyone aged 16 years or older, regardless of prior experience, who wants to be able to provide suicide first aid.
Alcohol Use disorders identification test (AUDIT) Questionnaire	AUDIT is an alcohol screening test designed to see if people are drinking harmful or hazardous amounts of alcohol. It can also be used to identify people who warrant further diagnostic tests for alcohol dependence. (NICE PH 24)
Awarding Authority	Business Services Organisation, Procurement and Logistics Service (BSO PaLS). The sole Provider of professional supplies services (logistics and procurement) to all public Health and Social Care organisations in Northern Ireland.
CBT	Cognitive behavioural therapy (CBT) is a short-term form of behavioural treatment. It helps people problem-solve. CBT also reveals the relationship between beliefs, thoughts, and feelings, and the behaviours that follow.
Client	A Service User who has been referred for Services under the Contract because of their self-harming behaviour.
Clinical Outcomes in Routine Evaluation Tools (CORE)	Clinical Outcomes in Routine Evaluation (CORE) is a monitoring tool for individuals who are in receipt of counselling. http://www.coreims.co.uk/
Contract Implementation Period	The Contract Implementation Period is the period between the award of Contracts and the Contract Commencement date as stated in the Contract Award Letter.
DBT/ DBT-A	Dialectical behaviour therapy (DBT) is a type of talking therapy. It's based on cognitive behavioural therapy (CBT), but it's specially adapted for people who feel emotions very intensely. DBT-A: Dialectical behaviour therapy for Adolescents.
Family Therapy	Family therapy is a branch of psychotherapy that works with families and couples in intimate relationships to nurture change and development.
FRAMES principles	FRAMES is an acronym summarizing the components of brief intervention. Feedback (on the Client's risk of having alcohol problems), responsibility (change is the Client's responsibility), advice (provision of clear advice when

	requested), menu (what are the options for change?), empathy (an approach that is warm, reflective and understanding) and self-efficacy (optimism about the behavior change). NICE PH 24
Mental Health First Aid (MHFA)	Is an educational course which teaches people how to identify, understand and help a person who may be developing a mental health problem. The MHFA course teaches people how to recognise the signs and symptoms of common mental health issues, provide help on a first aid basis and effectively guide those towards the right support services.
NICE Guidelines	NICE guidance sets the standards for high quality healthcare and encourages healthy living. The guidance can be used in delivering care or promoting wellbeing. The specific guidelines for self-harm are NG225 which is available at: https://www.nice.org.uk/guidance/ng225
Protect Life Implementation Groups	In each of the five Health and Social Care Trust areas there is a partnership of statutory and community & voluntary organisations who meet in a forum known as the Protect Life Implementation Group and who oversee the local implementation of the Protect Life 2 Strategy in their locality.
Psycho-education	The education offered to individuals regarding emotional and mental health and their families to help empower them and deal with their emotional and mental health in an optimal way.
Psychological Interventions	Are methods used to facilitate change in an individual. Specifically, they are activities used to modify an individual or group's behaviour, emotional state, or feelings.
Regional	Regional refers to servicing all 5 Health and Social Care Trust geographical areas.
Safety Contact	A person who has been identified by the Client as being an appropriate person that can be contacted by the Provider if the Client is unable to be contacted by the Provider or in emergency situations. This person may have been named on the referral form or identified later in discussions between the Provider and Client.
SafeTALK	safeTALK is a half-day alertness workshop that prepares anyone over the age of 15, regardless of prior experience or training, to become a suicide-alert helper. Most people with thoughts of suicide don't truly want to die, but are struggling with the pain in their lives. Through their words and actions, they invite help to stay alive. safeTALK-trained helpers can recognize these invitations and take action by connecting them with life-saving intervention resources, such as caregivers trained in ASIST. safeTALK-trained helpers are an important part of suicide-safer communities, working alongside intervention resources to identify and avert suicide risks.
Self-Harm	Many terms have been used in the past to describe self-harming behaviour such as Deliberate Self Harm and

	<p>Parasuicide. Some of these terms can add to the misunderstanding and stigma that often surrounds the issue of Self-Harm. The National Institute for Health and Care Excellence (NICE) has recommended use of the term 'Self-Harm' rather than the terms above.</p> <p>People who self-harm can do so with a range of different intents and each episode of self-harm requires careful evaluation. Self-harm is a very significant risk factor for future suicide.</p>
Self- Harm Registry	In Northern Ireland a Self-Harm Registry has been established to collect data regarding attendances with self-harm at hospital Emergency Departments. The data collected informs policy decisions and service improvements.
Service(s)	The Service(s) to be provided by the Provider under the Contract as detailed in this Service Specification.
Step 2	The services detailed at Step 2 of the Stepped Care Model which is available at: June-2017-You-In-Mind-Regional-Mental-Health-Care-Pathway - DOH/HSCNI Strategic Planning and Performance Group (SPPG)
Support Person(s)	A Client's family member, friend, carer or other supportive person, who receives Psycho-education and support Services under the Contract, and is therefore a Service User.
Target Groups	Individuals who self-harm and their Support Person(s) who have been referred to this Service.
TUPE	TUPE refers to the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014". The TUPE rules apply to organisations of all sizes and protect employees' rights when the organisation or Service they work for transfers to a new employer.

1.0 Introduction and Tender Scope / Overview

1.1 Introduction

- 1.1.1 The Public Health Agency (PHA) is the major regional organisation in Northern Ireland responsible for protecting and improving the health and social wellbeing of the population and reducing health inequalities. It is a multi-disciplinary, multi-professional body with a strong regional and local presence.
- 1.1.2 In taking forward actions to improve long term health and wellbeing outcomes the PHA recognises the importance of having strong partnerships with individuals, communities and other key public, private and voluntary organisations. The PHA believes that greatest progress will be achieved by organisations working collaboratively and sharing resources and expertise in working towards common goals and outcomes.
- 1.1.3 This procurement process will lead to the award of Contract(s) on behalf of the PHA (hereafter referred to as the HSC Organisation) for the provision of community based Psychological Interventions and support Services for people who self-harm (Clients) including support for their family/carer or other Support Person(s).
- 1.1.4 The HSC Organisation has a designated and consistent name for the Service that is to be used throughout Northern Ireland. The Service is known as Self Harm Intervention Programme (SHIP) and has been operational since late 2015. This is to ensure consistency of referral mechanisms and high levels of awareness across the province. The HSC Organisation will hold the intellectual property rights for this Service as well as the rights to any literature or promotional materials about the Service produced for patients or referring HSC staff.
- 1.1.5 The SHIP Service is a Step 2 Service in terms of the 'You in Mind' regional Mental Health Care Pathway. The HSC Organisation recognise that within Step 2 there is a spectrum of needs. The nature of the target group may result in some Clients having needs at the higher end of the Step 2 spectrum, but still within Step 2. At the point of referral, the Client will not have Step 3 needs and will not be under ongoing care of Step 3 Trust mental health or psychology services. This issue is further discussed in Section 2 Eligibility Criteria and Section 4.1 Sources of Referrals for Clients aged 11+ years.

- 1.1.6 This specification outlines the Service requirements including the background to the Tender and provides details about the proposed programme, including aims and objectives. This Tender has been divided into five (5) Lots as detailed in Section 1.5. The specific requirements described in this document will apply to all 5 Lots.
- 1.1.7 The following list of Appendices referenced throughout this document have been uploaded separately as part of the Tender and should be referred to alongside this document.

Appendix 1 Background of the Service and Supporting Information

Appendix 2 Existing SHIP Service (2015 – 2024)

Appendix 3 Briefing Note on Self Harm Services Previously Commissioned by the PHA (2009 – 2015)

Appendix 4a SHIP Service – Acceptance and step up protocol

Appendix 4b Referral and Engagement Processes flowcharts

Appendix 5a Guidance for practitioners on how to access HSCB and PHA funded Step 2 and Step 3 Substance Misuse Treatment and Support services across Northern Ireland 2015

Appendix 5b Guidance for Practitioners On How To Access PHA Funded Step 2 And Step 3 Substance Misuse Treatment And Support Services For Young People Across Northern Ireland January 2020

Appendix 6a HSC Security Management Schedule

Appendix 6b HSC Supplier Security Policy

Appendix 7a Safety Planning Document

Appendix 7b Safety Planning Information for Friends/Relatives

Appendix 8 Processing Personal Data

Please note the Protocols in Appendix 4a and Appendix 4b will be reviewed with Providers during the Contract Implementation Period. The Regional Substance Use Pathway Documents (Appendix 5a and Appendix 5b are currently under review. Updated guidance will be shared with successful Providers when finalised.

1.2 **Aims of the Service**

The aims of the Service are to:

- 1.2.1 Complement the provision of services by Health and Social Care (HSC) Trusts and primary care teams by delivering a Psychological Intervention to people who self-harm that meet agreed eligibility criteria.

- 1.2.2 Prevent / minimise repetition of self-harm.
- 1.2.3 Prevent deaths by suicide.
- 1.2.4 Provide Psychological Interventions and support in line with guidance developed by the National Institute for Clinical and Social Care Excellence (NICE), NG225. The Service will be based in a community setting to minimise stigma and promote engagement. The Service will work collaboratively with HSC services.
- 1.2.5 Provide information and support to the nominated Support Persons of Clients in line with NICE guidance NG 225 (specifically section 1.4 of the Recommendations).
- 1.2.6 The background information regarding the need for this Service and the age profile of people presenting with self-harm to Emergency Departments in Northern Ireland based on data from the Northern Ireland Registry of Self-Harm is provided in Appendix 1.

1.3 Service Objectives

The key objectives of the Service are:

- 1.3.1 To provide Step 2 community based Psychological Interventions in a non-stigmatising setting for individuals who have self-harmed aged 11+ years, and who meet agreed eligibility criteria, with a view to preventing /minimising repetition of self-harm and prevention of suicide. This will involve the development of a safety plan with involvement of family/carer/ friend as appropriate. Some individuals may have an ongoing level of self-harm thoughts and behaviours and therefore may be more complex than typically seen within other Step 2 services. If the Provider identifies that the Client has needs beyond that which can be managed at Step 2 then they should liaise with the GP/referrer/emergency services as necessary. This is discussed further at Section 4.
- 1.3.2 To signpost or refer individuals to other services in both statutory and community/voluntary sector as appropriate to their needs.
- 1.3.3 To provide Psychological Intervention sessions commensurate with individual Clients' needs and avoiding over dependence on the Service. This aims to support the individual but also to ensure the greatest numbers of people who require such Services can access them.
- 1.3.4 To provide a Support Person(s) aged 11+ years with;
 - (i) advice on how to support someone who has self-harmed including accessing Services in a crisis
 - (ii) advice on self-care and strengthening their own coping skills

(iii) signposting or referral to other support Services as appropriate to meet their needs and the needs of the wider family/friend group.

1.3.5 To enhance partnership working between statutory and non-statutory service Providers working in this field with a view to providing a more comprehensive Service to meet the needs of Service Users.

1.3.6 To collect Service delivery data that will contribute to the monitoring and evaluation of Services, and quality improvement initiatives.

1.4 Timetable

1.4.1 The key dates of this procurement process are outlined in Table 1 below. This is intended as a guide only and the HSC Organisation may deviate from this timetable at any time.

Table 1: Tender Timetable

Tender Advertisement	26th February 2024
Closing date and time for Clarifications	15th March 2024 at 3pm
Closing date and time for receipt of Tender Responses (Tender Submission Deadline)	27th March 2024 at 3pm
Evaluation of Tender responses	March 2024 /April 2024
Tender Award	May 2024
Anticipated Contract Commencement Date	1st September 2024

1.5 Contract Award

1.5.1 The Service will be made available across all HSC Trust areas and to facilitate this the Tender is divided into five separate Lots (Figure 1):

Lot 1: Belfast HSC Trust (BHSCT) Area

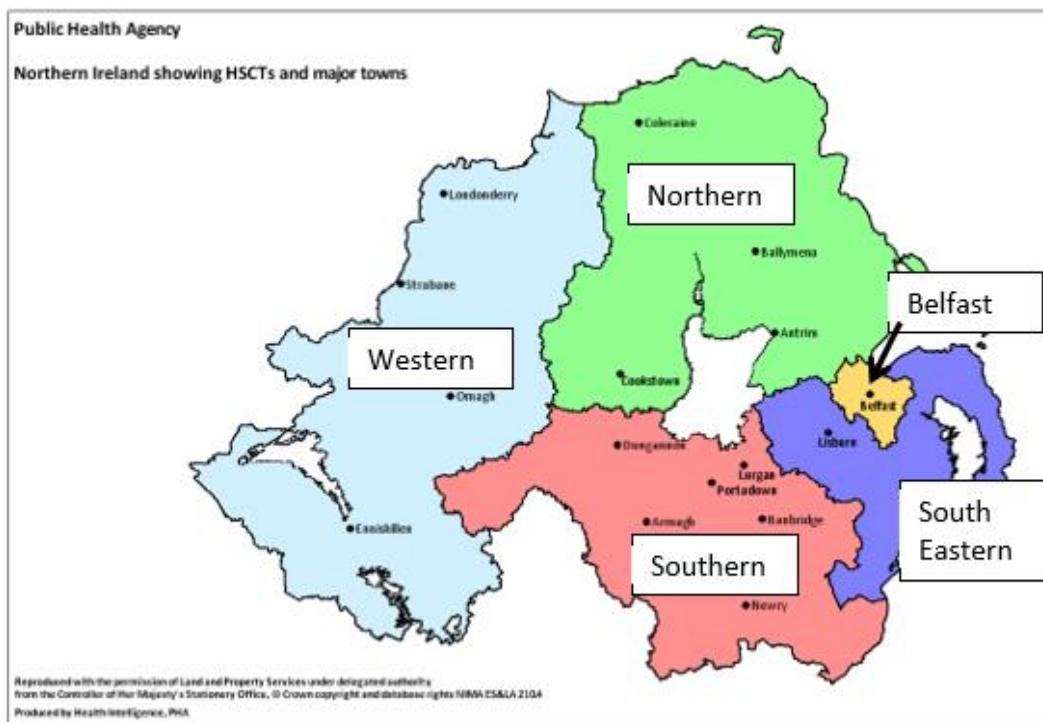
Lot 2: Northern HSC Trust (NHSCT) Area

Lot 3: Southern HSC Trust (SHSCT) Area

Lot 4: South Eastern HSC Trust (SEHSCT) Area

Lot 5: Western HSC Trust (WHSCT) Area

Figure 1: HSC Trust Areas



- 1.5.2 A Tenderer may bid for one or more Lots. However, the HSC Organisation will only award a **maximum of two Lots** to any one Tenderer subject to the proviso below. In the event that a Tenderer is successful in more than two Lots the HSC Organisation will award the Lots based on the Tenderer's indication of preference order provided in Section 20.4 of the Call for Tender Eligibility Envelope.
- 1.5.3 The HSC Organisation reserves the right at its sole discretion to award more than two Lots to any one Tenderer in a situation where there is only one valid Tender for a Lot and not awarding a Lot to a Tenderer would result in no Contract being awarded for that Lot.

1.6 Initial Contract Period

- 1.6.1 The initial Contract Period will be for 3 years from the Contract Commencement date as stated on the Contract award letter. The HSC Organisation may at any time before the completion of the initial Contract Period invite the Provider(s) to agree to extend the Contract for further

periods of up to and including 48 months commencing from the end date of the initial Contract Period.

1.7 TUPE Regulations and/or the Service Provision Change (Protection of Employment) (Northern Ireland) Regulations 2006

- 1.7.1 The above regulations will apply to the Contract. In the interests of equality and consistency of information with regard to TUPE / Service Provision Change Regulations, TUPE information will be shared with Tenderers. This includes the request for the information from existing Providers, the questions that were asked and the responses provided.
- 1.7.2 **Tenderers intending to bid for any of the 5 Lots must request the TUPE information for the applicable Lots.** To request the TUPE information, Tenderers will be required to complete Attachment 1 - TUPE Confidentiality Undertaking and submit via the eTendersNI portal **prior to 3pm on Friday 22nd March 2024.** The TUPE information will be provided to the Tenderer, subject in all respects to the provisions of this Confidentiality Undertaking.
- 1.7.3 The HSC Organisation wishes to stress that it is a conduit for this information and is NOT responsible for any of the content. The HSC Organisation is not in a position to validate this information in any way and is sharing this information to ensure equality and consistency as stated above.
- 1.7.4 Tenderers are strongly advised to obtain their own independent and expert legal advice in relation to the applicability and impact of the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (TUPE).

2.0 Service Requirements

2.1 Overview of the Service

2.1.1 The Service should take account of NICE Guidelines on self-harm NG 225 and lessons learned from similar services for people who self-harm and other work previously commissioned by the PHA under the Protect Life 2 Strategy. Background to the Protect Life 2 Strategy is contained at Appendix 1 and a briefing note on the learning gleaned from self-harm initiatives previously commissioned by PHA under that strategy is provided in Appendix 2 and Appendix 3.

2.2 Target Groups

2.2.1 The target groups for access to SHIP are:

- (i) Children aged 11-17 years who have engaged in self-harm
- (ii) Adults who have engaged in self-harm

Providers should therefore have staff who are appropriately skilled to work with the younger Client group as well as adult Clients.

2.2.2 The SHIP Service will be expected to provide input for Clients at Step 2 of the stepped care model who may have ongoing self-harm behaviours and an ongoing level of risk related to self-harm ideation and/or behaviour. Clients may have some co-existing problems as outlined in the eligibility criteria.

2.2.3 There are many risk factors for self-harm. Some groups at most risk include young people (particularly young women), people who are care experienced, those who have experienced childhood adversity or trauma, people with neurodiverse conditions, those with experience of the criminal justice system, those living in more deprived areas, those experiencing financial, educational or employment problems, LGBT+ people and those experiencing relationship conflict, discord or loss. Anyone can experience self-harm but most referrals will have one or more of these risk factors.

2.2.4 The HSC Organisation requires Psycho-education and support services for the Support Person(s) of eligible individuals referred to the Service, with a focus on the main carer. Carers may include 'young carers' and Providers should be appropriately skilled to engage with young carers aged 11-17 years as well as adult carers/Support Persons.

2.3 Eligibility Criteria for Clients

- 2.3.1 Prior to referral to SHIP Clients must be first assessed or triaged by an appropriate professional. Currently this refers to a mental health or psychology professional within HSC Trusts or primary care multidisciplinary teams but may be subject to change (refer to 4.1.2).
- 2.3.2 Each of the Service User eligibility criteria within Table 2 must be met for a referral to the Service.

Table 2: Eligibility Criteria for Clients

Issue	Inclusion	Exclusion
Age	11 years +	Under 11 years
Self-harm	<p>Recent episode of self-harm</p> <p>It is important that people who are frequent attenders at the Emergency Department with self-harm should have a multidisciplinary review by Trust professionals before consideration of SHIP referral.</p>	SHIP is not a crisis response service. Anyone at imminent risk of self-harm/ suicide should be managed by Step 3 Trust mental health services. They may be stepped down to SHIP (if clinically appropriate and meet other eligibility criteria) after a period of crisis management.
Involvement with Trust mental health services	Does not require involvement of Step 3/4 Trust mental health services	Involved with Step 3/4 Trust mental health OR on a waiting list for same.
Involvement with Trust psychology services	Does not require involvement of Trust psychology services	Involved with Trust psychology services OR on a waiting list for same.
Mental illness and other diagnoses	<p>No mental illness OR mild-moderate mental health problems that are being managed by the GP/ MDT in primary care.</p> <p>Personality Disorder (PD) / traits – with low level needs NOT</p>	<p>Serious Mental Illness</p> <p>Personality Disorder (PD): A diagnosis of PD is not an exclusion per se but people</p>

	<p>requiring input of Trust mental health / psychology services at this time.</p> <p>Neurodiversity - people with neurodiverse conditions who meet the other eligibility criteria, may avail of SHIP if it meets their needs but some people may require more intensive interventions. Referrer to consider most appropriate service.</p>	<p>with a diagnosis of PD may require more intensive therapies than can be provided by SHIP. Referrer to consider most appropriate service based on needs.</p>
Learning difficulties/ intellectual disability	<p>Able to meaningfully engage with SHIP service.</p>	<p>Severe intellectual disability under the care of HSC Trust Learning Disability Services</p>
Alcohol /substance use	<p>No alcohol /substance use issues OR may have alcohol /substance use issues and the need for referral to substance use services has been considered/ actioned as appropriate by the referrer concurrently with the SHIP referral.</p> <p>Able to meaningfully engage with SHIP service as judged by referrer or SHIP counsellor following initial assessment.</p>	<p>Requiring acute detoxification services.</p> <p>Unable to meaningfully engage with SHIP due to level of substance use issues.</p>
Previous use of the SHIP Service	<p>To be considered by referrer on case by case basis taking care to avoid dependency on the SHIP Service by frequent repeated usage.</p> <p>Person who was referred previously can be re-referred if did not fully engage / benefit at last referral.</p>	

2.4 Eligibility Criteria for Clients' Support Person(s)

2.4.1 Support Person(s) can avail of the Service if they meet the following criteria:

- (i) are a family member/carer/friend or other supportive person for an individual who self-harms that has been offered /referred to SHIP
- (ii) Support Person is aged 11 years or older
- (iii) Support Persons can avail of the Service, regardless of whether the person who self-harms agrees to engage or not. Referring staff will have to take care with confidentiality issues when suggesting this Service to Support Persons.

2.4.2 Support Persons can be referred by mental health / psychology professionals or may be identified by SHIP staff through their engagement with the Client or the nominated Safety Contact.

2.4.3 Support Persons of individuals who require ongoing care by Trust services will not usually be eligible for this Service and should instead be offered support via Trust services in these circumstances.

2.4.4 Support Persons may self-refer in some situations as described in Section 4.2.4

2.5 Eligibility Criteria Changes

2.5.1 Eligibility criteria relating to Clients and Support Persons are subject to change during the Contract and may be expanded if additional funding becomes available during the lifetime of the Contract and taking into consideration changes to wider services within HSC (reference Section 4.1.2).

2.5.2 The HSC Organisation will work with the Provider to agree the timing of introduction of any new eligibility criteria.

2.5.3 The HSC Organisation will review eligibility criteria for both aspects of the Service in line with demand experienced.

3.0 Standards, Qualifications and Accreditation

3.1 Provider Requirements

- 3.1.1 Providers, as an organisation, must have 2 years' experience delivering services to people who self-harm within the last 5 years.
- 3.1.2 Organisations delivering SHIP must have an in depth understanding of the issue of self-harm, the needs of individuals who self-harm and the impact on families/carers/friends and other supportive people.
- 3.1.3 The provision of services for Self-Harm must be in line with the Provider's constitution and strategic direction.
- 3.1.4 It would be desirable for the organisation to have 'service accreditation' with the British Association for Counselling and Psychotherapy (BACP) or equivalent or be working towards this. Note this is distinct from accreditation of individual professionals.
- 3.1.5 Providers must have an understanding of the various qualifications provided in Section 3.2 and be able to determine the appropriateness of equivalence in qualification.

3.2 Staff Qualifications

- 3.2.1 All staff providing therapeutic interventions must meet the requirements in one of the rows of Table 3 'Counsellor Qualifications'; have experience working with people who self-harm and have an understanding of issues affecting the Client and Support Person. For staff with limited experience working with people who self-harm enhanced/additional training, guidance and support as required should be provided to ensure appropriate skill level/competency is developed to work with this type of Client.
- 3.2.2 In addition, Providers must employ (rather than on a sessional basis) at least one member of staff with the qualifications in row 1 in Table 3 'Counsellor Qualifications' who will be available to support other staff.
- 3.2.3 Staff providing therapeutic interventions are required to have /develop an understanding of DBT/ DBT-A and undertake training in relation to DBT-A within 6 months of appointment. Staff are not required to be DBT therapists but require an awareness of this approach. Staff should recognise when cases should be escalated to Step 3 mental health services / for DBT-A due

to level of complexity and/or risk. Training such as the 3-day accredited programme can be accessed via <https://www.apr.ac/dbt-a-training-course.html> <https://www.apr.ac/dbt-a-training-course.html>

Table 3: Counsellor Qualifications

+	Primary qualification	Level 5 CBT	Post qualifying CPD in other CBT informed approaches	Understanding of DBT or DBT-A*
1	Diploma in Counselling that covers structured, person-centred, cognitive behavioural therapy (CBT) informed Psychological Interventions e.g. CBT or problem-solving therapy AND be accredited with an appropriate professional body e.g. British Association for Counselling and Psychotherapy (BACP); British Association for Behaviour and Cognitive Psychotherapies (BABCP); UK Council for Psychotherapy (UKCP); National Counselling Society (NCS)- Accredited Professional Registrant ; Irish Association for Counselling and Psychotherapy (IACP); Or European or International equivalent.	Yes	Yes	Yes
2	Diploma in Counselling that covers structured person-centred, cognitive behavioural therapy (CBT) informed Psychological Intervention e.g. CBT, problem-solving therapy AND have a minimum of 300 supervised hours of post qualifying experience	No, but should commence the course within 9 months and be working towards completion	Yes	Yes

	AND be committed to working towards accreditation with an appropriate professional body as listed in row 1 above within 12 months	within 18 months from appointment.		
3	Registered Mental Health Nursing qualification and be maintaining their registration with the appropriate professional body.	No	Yes and have undertaken appropriate post-qualifying training in Psychological Therapies including CBT	Yes
4	Social Work/Occupational Therapy qualification and be maintaining their registration with the appropriate professional body.	No	Yes and have undertaken appropriate post-qualifying training in Psychological Therapies including CBT	Yes
5	Doctorate in Clinical/Counselling Psychology and be maintaining their registration with the Health Care Professionals Council.	No	To have undertaken appropriate training in Psychological Therapies including CBT as part of their qualification	Yes

* To be obtained within the timelines outlined in this specification

3.2.4 Staff working with children and young people must have the necessary qualifications and skills as outlined by their professional body.

- 3.2.5 Essential Continuing Professional Development (CPD) for those providing therapeutic care for Clients or Support Persons, is outlined in section 3.3.8 – 9 and CPD for support staff is outlined in section 3.3.10.

3.3 Clinical /Professional Requirements of Provider Organisation

Providers must:

- 3.3.1 Have a team dedicated and responsible for the delivery of the Service, including some directly employed by the organisation to deliver therapeutic interventions and the associated necessary follow-up tasks, supplemented by sessional counsellors if required. This is to ensure Providers have core capacity to provide person centred care, including liaison with professionals such as the GP or Step 3 mental health services as required and that the Service is not confined to what can be provided within the one-hour sessional input.
- 3.3.2 Have systems and processes in place to ensure all Service Users receive the Service within the timeframes specified in this Contract and inform the HSC Organisation if there are difficulties achieving this.
- 3.3.3 Have and further develop a good knowledge of the local HSC Trust services and other appropriate community support services within the relevant Lot area to enable Service Users to be sign-posted or referred onwards as required. Additional support in relation to this will be provided during the implementation period.
- 3.3.4 Have systems and processes in place to support the delivery of a high-quality Service including policies and procedures to meet professional standards, PHA Quality Standards for Services Promoting Mental and Emotional Wellbeing and Suicide Prevention¹, and HSC/Department of Health standards and guidelines. Including but not limited to:
- (i) Policy regarding how adverse incidents are dealt with within their own organisation
 - (ii) Complaints policy
 - (iii) Supervision policy
 - (iv) Engagement policy
 - (v) Non-attendance and missed contact with Service policy

¹ [PHA - Welcome - PHA Standards Assessment Tool \(pharesourcehub.co.uk\)](https://pharesourcehub.co.uk)

- (vi) GDPR policy and information sharing arrangements, including with families/carers in line with SHARE guidelines²
- (vii) Involvement of Support Persons
- (viii) Ensuring timely allocation of appointments
- (ix) Protocols in place to manage a range of clinical risks including risk to self, risk to others

This list is not exhaustive and these policies and procedures must be periodically reviewed and updated as required. The HSC Organisation reserves the right to inspect the Providers policies and procedures prior to award of Contract or at any time during the lifetime of the Contract.

- 3.3.5 These policies and procedures should be in compliance with recently updated NICE Guidance NG 225; published 7 September 2022³.
- 3.3.6 Ensure staff who are involved in delivering the Service remotely are appropriately trained to do so.
- 3.3.7 Have a staff training programme in relation to the policies and procedures appropriate to this Service and maintain relevant training records. This should include on-going Continuing Professional Development (CPD) to work with this specific Service User group.
- 3.3.8 The CPD programme should apply to both employed and sessional staff and clinical/non-clinical staff. It should include key areas such as self-harm and suicidal behaviours, safeguarding training, understanding the needs of individuals with autism, equality and diversity awareness, human rights awareness, emerging mental illness, substance use issues, disability and carers awareness etc.
- 3.3.9 Essential CPD for those providing therapeutic care for Clients or Support Persons, or clinical supervision is detailed in sections 3.3.9.1 – 3.3.9.3. Many of these training opportunities are available free of charge from organisations, including those commissioned by the PHA, or training can be delivered in-house or purchased by the Provider. The HSC Organisation reserve the right to enhance the list of essential CPD to be completed by Providers over the duration of the Contract.
 - 3.3.9.1 A Tier 4 Specialist Skills Training⁴, such as ASIST before the commencement of Contract, or completed at the earliest possible date, preferably within 3 months, but not later than 6 months after appointment of the Contract, or appointment of staff

² [doh-share-guide-ni.pdf \(health-ni.gov.uk\)](https://www.health-ni.gov.uk/doh-share-guide-ni.pdf)

³ <https://www.nice.org.uk/guidance/ng225>

⁴ As per Mental and Emotional Health and Wellbeing and Suicide Prevention Training Framework

- 3.3.9.2 A Tier 3 Mental Health Skills Training⁴, such as Mental Health First Aid (MHFA) course before the commencement of the Contract, or to be completed at the earliest possible date, but no later than 6 months after appointment of the Contract, or appointment of the staff member. A refresher course should be attended 3 and 4 years post course completion, attendance at a full Tier 3 Mental Health Skills Training course is required every 5 years.
- 3.3.9.3 The following courses should be undertaken before the commencement of the Contract, or to be completed at the earliest possible date, but no later than 12 months after appointment of the Contract, or appointment of the staff member:
- (i) Brief Intervention Training for substance use – ideally within 3 months
 - (ii) Motivational Interviewing
 - (iii) Sexual orientation and gender identity (to ensure they understand the specific needs and issues experienced by people of different sexual orientations and gender identities)
 - (iv) Cultural competence (to ensure they understand the specific needs and issues experienced by ethnic minority and migrant communities)
 - (v) Trauma informed approaches
- 3.3.10 Essential CPD for any support/administrative staff working in the SHIP Service includes:
- 3.3.10.1 A Tier 3 suicide intervention course⁴, such as SafeTALK before the commencement of the Contract, or to be completed at the earliest possible date, but no later than 3 months after appointment of the Contract, or appointment of the staff.
- 3.3.11 Ensure both employed and sessional staff all maintain appropriate CPD and engage in required training and can attend relevant courses.
- 3.3.12 Co-operate with any audit or evaluation of Service requested by the HSC Organisation. The HSC Organisation reserves the right to request an audit of clinical practices/ standards.
- 3.3.13 Use CORE outcome measures to record Clients' outcomes and utilise this information for the benefit of individual Service Users during sessions and to evaluate and improve Services.
- 3.3.14 Have systems in place to capture and record CORE outcome measures and have appropriate data protection and data sharing arrangements in place as necessary.

- 3.3.15 Recognising the challenging nature of working with this Client group the Provider must have arrangements in place for clinical supervision (case and staff wellbeing) of relevant staff by an appropriate supervisor who has experience working with people who self-harm. Supervision arrangements should be in line with the recommendations of the relevant professional body.
- 3.3.16 Supportive supervision appropriate to the roles should also be available for support/ administrative staff.
- 3.3.17 Ensure staff only carry out Psychological Interventions for which they are appropriately trained and supervised
- 3.3.18 Maintain training records for all staff delivering on the SHIP Service and will be required to share anonymised reports with the HSC Organisation on an annual basis, returned with the Annual Report.
- 3.3.19 Ensure that all staff avail of safeguarding training relating to children, young people and adults at a level that is consistent with their role and function and ensure the ongoing compliance with training requirements. Please refer to Clause 11 of the Terms and Conditions of Contract. Ensure that all employed / sessional staff are satisfactorily Access NI checked at an appropriate level for their role.
- 3.3.20 Ensure that all staff who carry out triage roles work collaboratively with counsellors to ensure appropriate support is in place for the Client and/or Support Person(s).
- 3.3.21 Ensure that all employed / sessional staff providing Services to Support Person(s) are appropriately qualified and skilled to undertake the role.
- 3.3.22 Ensure that staff employed to undertake support/ administrative / co-ordinator /triage roles are appropriately skilled to do so and have attended appropriate training. There must be clear processes for sharing of information /escalation of concerns raised by Clients or Support Persons to clinical members of the team and appropriate supervision arrangements in place.

4.0 Service Delivery Requirements

4.1 Source of Referrals for Clients: aged 11+ years

- 4.1.1 The Service will receive referrals from mental health/psychology professionals from adult and children's services in HSC Trusts, including referrals from mental health teams in prisons at an individual's point of release. This Service will also receive referrals from mental health professionals in multidisciplinary teams in primary care / Talking Therapy Hubs or similar; and from mental health staff based in Trust addiction teams, for Service Users who are addressing their substance use and are assessed as being able to meaningfully engage with SHIP.
- 4.1.2 Although not currently operational, if additional funds become available during the life time of the Contract, the Service will be expected to receive referrals from some, or all the following sources:
- (i) direct referrals from GPs
 - (ii) referrals from Trust mental health services for those receiving support at Step 3 for medication review only.
 - (iii) referrals from other services taking into consideration changes to wider services within HSC.
- 4.1.3 Referring staff will triage/assess the patients to ensure they are appropriate before referring to SHIP.
- 4.1.4 The HSC Organisation will work with the Provider to agree the timing of introduction of any new referral routes.

4.2 Source of referral for Support Person(s)

- 4.2.1 Initially the Service will accept referrals of Support Person(s) who are referred by Trust/primary care mental health professionals (using the agreed eligibility criteria) around the time of an episode of self-harm.
- 4.2.2 SHIP Providers may also identify a Support Person who could benefit from this aspect of the Service through their work with the Client.
- 4.2.3 Other referral routes for Support Persons may be introduced into the Service based on demand, budgetary constraints and development of

other initiatives within HSC services. The HSC Organisation will work with the Provider to agree if and when it is appropriate to introduce new referral routes.

- 4.2.4 Self-referrals of Support Persons may be accepted in some Lot areas if there is capacity to do so but only following prior agreement with the HSC Organisation. This pathway into the Service for Support Persons is dependent of capacity within the Service and may be terminated if demand exceeds capacity in the Support Person aspect of the Service.

4.3 Engagement of Clients

Providers are required to engage Clients ordinarily resident in the Lot area(s) to which they are appointed. There will be certain exceptions where people who are not normally residents within the area may need to access the Services in a Lot area (e.g. students, security services, or temporary residents). Providers must ensure they:

- 4.3.1 Have in place a mechanism to securely receive referrals of Clients from referrers within the relevant Lot area, using a regionally specified referral format which will be agreed between Providers, Trusts and the PHA. Arrangements will need to be made with a range of HSC mental health teams such as Adult Mental Health services, Child and Adolescent Mental Health services etc and mental health professionals in multi-disciplinary primary care teams or similar.
- 4.3.2 If a referral has been received for a resident of another Lot area (without an exceptional reason for the request) then the referral should be returned to the referrer advising re-direction to the SHIP Provider in the relevant Lot area.
- 4.3.3 On receipt of referral, have arrangements in place for management of referrals received by an appropriately trained and skilled member of the SHIP Service. This person should review the referral form to ensure that there are no obvious issues regarding eligibility. If there is any concern/ lack of clarity then they should liaise with the referring person/team to obtain further information to inform the decision regarding whether the referral will be accepted or not. It is anticipated that some referrals may not be accepted by SHIP and will require discussion with the referring service for re-direction as appropriate. The person reviewing the referral form should have access to support and advice from an appropriate counsellor /clinician within the Provider organisation regarding the eligibility criteria and acceptance of cases

and any other issues of concern. Decisions not to accept a Client should be made in conjunction with an appropriate counsellor/clinician within the Provider organisation, if the person reviewing is not a counsellor. Some Clients may require a first assessment to determine eligibility.

- 4.3.4 If the Client appears eligible for the SHIP Service based on the information provided then SHIP staff should attempt to contact the Client with 48 hours of receipt of the referral. If there is difficulty contacting the Client then appropriate protocols should be followed to maximise engagement. These protocols will be reviewed during the Contract Implementation Period to ensure consistency across Northern Ireland.
- 4.3.5 When contact is made with the Client they should be offered an appointment slot which is within 7 days from the date of successful contact, regardless of the Client's chosen mode of delivery (face to face or remote delivery). Face to face appointments should be strongly encouraged as the preferred mode of delivery. The Provider should ensure the person is aware of how to avail of crisis support prior to appointment if needed. If the initial date offered is not suitable for the Client the Provider should offer an alternative within a two-week timeframe from successful contact, attempting to engage Clients as early as possible.
- 4.3.6 As far as possible the Provider should confirm with the Client the name and details of the person who is listed as the Safety Contact on the referral form. This person should be contacted to verify that they agree to undertake this role and for their details to be held. They should also be asked if they wish to avail of the Support Person element of the Service.
- 4.3.7 If a Client does not engage and there are identified concerns, SHIP Providers should contact the referral agent/GP to agree next steps or contact emergency services if required.
- 4.3.8 If the referrer has identified on the referral form that the Client requires an interpreter (British Sign Language/Irish Sign Language or other language), the Provider should ensure a telephone interpreter is used for engagement telephone calls, and that written correspondence is translated.
- 4.3.9 If the referrer has identified on the referral form that the Client has communication support needs due to a disability, for example sight loss or a learning disability, the Provider should make required

adjustment such as Easy Read, large print or other alternative formats. Other specific communication needs should also be considered and accommodated e.g. needs of someone with an autistic diagnosis or traits.

- 4.3.10 As the Service is currently operating, a guide to referral processes is also presented in Appendix 4a and Appendix 4b. These will be reviewed during the Contract Implementation Period.

4.4 Service delivery to Clients

Providers are required to deliver the Service for residents of the Lot area(s) to which they are appointed. There will be certain exceptions where people who are not normally residents within the area may need to access the Services in a Lot area (e.g. students, security Services, or temporary residents). Providers must:

- 4.4.1 Offer sessions that last approximately 1 hour although noting that complexity may arise requiring additional input and liaison with other professionals and the Service should be able to facilitate this when required. Sessions involving communication support (such as an interpreter) may require longer sessions. Sessions may be provided in person/ by phone / by video call, Providers should record on their own systems the method of each appointment, this should be available to the HSC organisation for Service evaluation purposes.
- 4.4.2 Ensure an interpreter is used in all interactions where a Service User requires an interpreter (British Sign Language /Irish Sign Language or other language). Written resources should be translated where required for intervention.
- 4.4.3 Ensure communication support needs due to a disability, for example sight loss or a learning disability, are accommodated. Written resources should be provided in alternative formats (for example Easy Read, large print) where required for intervention. Other specific communication needs should also be considered and accommodated e.g. needs of someone with an autistic diagnosis or traits.
- 4.4.4 Undertake initial assessment at first attendance to ensure eligibility, establish baseline and identify Client needs. This will include undertaking the CORE outcome questionnaire where possible to do so. If not possible to use CORE outcome measure at the first appointment do so at the next appointment. Refer to 4.4.17.

- 4.4.5 Work collaboratively with the Client to help identify the precipitating or perpetuating factors causing distress and leading to self-harm. A trauma informed approach should be employed with a recovery ethos on every engagement. Promote a 'recovery' approach that facilitates the individual towards engaging in appropriate activities that will support recovery.
- 4.4.6 Provide Clients with one to one Psychological Intervention and support services tailored to their individual needs which should include a cognitive behavioural therapy (CBT) informed Psychological Intervention in line with NICE guidance NG 225. This will include promoting coping skills and strategies including Safety Planning (Ref Section 4.4.12). Where appropriate, include brief interventions for substance and alcohol use.
- 4.4.7 Follow NICE guidance which states that following a psychosocial assessment, adult Clients should be offered a structured, person-centred cognitive behavioural therapy (CBT) informed Psychological Intervention e.g. CBT or problem-solving therapy that is specifically tailored for people that self-harm.
- 4.4.8 Follow the above approach (4.4.7) for Clients aged 11-17 years who have self-harmed but who do not present with significant emotional dysregulation and frequent episodes of self-harm, although NICE is not specific on this point.
- 4.4.9 Be aware that for Clients aged 11-17 years who do have significant emotional dysregulation difficulties and have frequent episodes of self-harm NICE recommends dialectical behaviour therapy adapted for adolescents (DBT-A). Those aged 11-17 years with this level of need are likely to be unsuitable for SHIP and will usually require the input of Step 3 CAMHS services. It is not anticipated that SHIP Providers will provide DBT-A but should have a basic understanding of DBT-A and when it may be required and liaise with CAMHS professionals if a Client is developing this level of need.
- 4.4.10 Follow NICE recommendations that the intervention:
- (i) starts as soon as possible following an act of self-harm
 - (ii) is typically between 4 and 10 sessions; (but note that where a Client appears to require a high number of sessions this may indicate other needs that may be better addressed within Trust services).
 - (iii) is tailored to the person's needs and preferences.

- 4.4.11 Only provide those modes of Psychological Interventions in line with NICE guidance NG225.
- 4.4.12 Carry out collaborative safety planning with all Clients in line with NICE guidance NG225. For many referrals the Trust staff will have initiated a formal safety plan and will share this documentation with SHIP Providers for further completion with the Client. This may include a warm handover between the referring team and SHIP Provider. SHIP Providers should carry out safety planning with all Clients, involving family/carers/Support Person(s) regardless of whether the Trust has commenced the process or not. It is expected that over time all referrals from Trusts will have the safety plan shared at the point of referral. Please refer to Appendix 7a and Appendix 7b for safety planning documents.
- 4.4.13 Ensure continuity of care by the same counsellor as far as possible and take every effort to avoid Clients having to re-tell their story.
- 4.4.14 Take care to avoid dependency on the Service and promote appropriate Service use but should not discourage engagement at the outset by suggesting a fixed number of sessions will be strictly adhered to.
- 4.4.15 Explore individual needs and liaise with / signpost / refer to other statutory or voluntary services as required to meet needs that emerge and document this and inform GP and referrer.
- 4.4.16 In relation to substance use, review the referral form for details of substance use and results of screening tools carried out by the referrer. The referral form should indicate whether the person has also been referred to/ is engaging with substance use services and their ability to meaningfully engage with SHIP. Referrers will be expected to use the Regional Substance Misuse Care Pathway Appendix 5a (adults) and Appendix 5b (young people) and AUDIT and/or LDQ to inform their decisions regarding referral for substance use services. (Note these documents are being reviewed and updated).
- 4.4.16.1 SHIP Providers should carry out an AUDIT questionnaire routinely for those aged 16 years and older and LDQ questionnaire if required to assess degree of alcohol/ substance use. Copies of these questionnaires can be found in Appendix 5a. These tools might not be suitable for those aged 15 and younger but their substance use should be explored and documented and appropriate actions taken. Details of

Substance Use services in Northern Ireland will be provided in the Contract Implementation Period

4.4.16.2 In relation to alcohol if an adult Service User scores between 8 to 19 on AUDIT in line with NICE guidance (PH24). Providers must:

- (i) Offer a session of structured brief advice on alcohol. If this cannot be offered immediately, offer an appointment as soon as possible thereafter.
- (ii) Use a recognised, evidence-based resource that is based on FRAMES principles (feedback, responsibility, advice, menu, empathy, self-efficacy). It should take 5–15 minutes and should:
 - a. cover the potential harm caused by their level of drinking and reasons for changing the behaviour, including the health and wellbeing benefits
 - b. cover the barriers to change
 - c. outline practical strategies to help reduce alcohol consumption (to address the 'menu' component of FRAMES)
 - d. lead to a set of goals.

4.4.16.3 Where structured brief advice is provided and there is an ongoing relationship with the Service User, routinely monitor their progress in reducing their alcohol consumption to a low-risk level. Where required, offer an additional session of structured brief advice or, if there has been no response, signpost to Step 2 Substance use services for extended brief intervention and keep the GP informed; or liaise with the GP regarding referral if required. Details of Step 2 substance use services in Northern Ireland will be provided in the Contract Implementation Period.

4.4.16.4 Adults scoring 20 or over on AUDIT scale will usually require specialist services and the need for referral should be discussed with the Client and GP. Thresholds for referral should be lowered for young people, females, older people as outlined in the Regional Substance Misuse Care Pathway (Appendices 5a and 5b) and NICE PH24.

4.4.17 Monitor and record clinical changes for Clients using the Clinical Outcomes in Routine Evaluation tools (CORE). A CORE-34 should be carried out at first and last sessions as far as possible with CORE-10 being carried out at all other sessions. The appropriate questionnaires should be used for the appropriate age-group. The Provider should use these measures for clinical purposes as well reporting these

findings to the HSC Organisation in a pre-agreed format for Service monitoring and evaluation purposes.

- 4.4.18 Follow an appropriate and agreed contact/engagement procedure to try and engage Clients to book first and subsequent appointments including following up on appointments which are cancelled or not attended. Providers must have procedures in place to remind Clients of forthcoming appointments. The procedures will have to be acceptable to the HSC Organisation.
- 4.4.19 Have systems in place to document all contact with those referred to the Service and Clients. This will include detail of attempts to engage those referred to the Service and Clients, appointments offered, appointments attended/not attended, cancellations, notice provided for cancellations and detail of attempts to re-engage each Client. The Provider should record in their own systems reasons for unplanned discharge and how any remaining risk has been managed.
- 4.4.20 Act if there is evidence that a Client who is attending the SHIP Service is not making progress, or requiring more sessions of intervention than would normally be expected (exceeding the upper recommendation of 10 sessions), the Provider should liaise with GP / primary care MDT to review ongoing needs and agree next steps.
- 4.4.21 Act if there is evidence that a Client's needs have changed and risks have increased/ been disclosed, cases may need to be referred to other services following agreed protocols. Current protocols are in Appendix 4a and Appendix 4b but may be subject to change throughout the life of the Contract.
- 4.4.22 With regard to individual Clients:
- (i) Communicate with referrers within the applicable HSC area and across HSC boundaries in relation to individuals where this is required.
 - (ii) Communicate with individual GPs and Out of Hours GPs as appropriate.
 - (iii) Communicate with other agencies to which individuals may be signposted / referred.

4.5 Service Delivery for Support Person(s)

The Service required for Support Person(s) is Psycho-education and support and is specifically not 'Family Therapy'. It should be delivered

separately to the Support Person and not as part of the sessions provided to the Client who self-harms. Providers must:

- 4.5.1 Receive referrals of Support Persons as outlined in Sections 2.4.2 to 2.4.4.
- 4.5.2 Make initial contact attempt with Support Person within 7 days of referral. Offer an appointment slot for Psycho-education and support for Support Person(s) within two weeks of initial contact being made.
- 4.5.3 Provide Psycho-education and support to the Support Person(s) of those who self-harm, including promoting an understanding of self-harming behaviour and how to support someone who self-harms including advice on how to access services in a crisis. They should also be provided with advice on self-care, coping skills and promoting / protecting the mental health of the wider family/friend network and sign-posting / referral to other statutory and non-statutory services as required.
- 4.5.4 Ensure that if the Client is also engaged with the Service then utmost care is taken in relation to confidentiality. Involvement in the Client's care/safety plan should be viewed as distinct from this element of the service.
- 4.5.5 Be cognisant that support for Support Persons may take various formats depending on their needs.
- 4.5.6 Offer support sessions in person/ by phone / by video call, Providers should record on their own systems the method of each appointment, this should be available to the HSC organisation for Service evaluation purposes.
- 4.5.7 Act if the Support Person requires an interpreter (British Sign Language /Irish Sign Language or other language), the Provider should ensure a telephone interpreter is used for engagement telephone calls, and that written correspondence is translated.
- 4.5.8 Act if the Support Person has communication support needs due to a disability, for example sight loss or a learning disability, the Provider should make required adjustment such as Easy Read, large print or other alternative formats.
- 4.5.9 Be cognisant that sessions may be individual sessions involving one Support Person, or group sessions with a number of Support Persons (e.g. family members) of the same individual who self-harms. These group sessions should be costed at the same hourly rate as individual Support Person sessions, irrespective of the number of participants.

- 4.5.10 Be aware that for Support Persons of adult Clients, it is envisaged that one hour of support will be provided per Support Person. However, there is flexibility depending on needs. Sessions involving communication support (such as an interpreter) may require longer sessions.
- 4.5.11 Be aware that for Support People of young Clients (aged under 18) more input may be required and typically two hours of support will be provided to the Support People of young Clients.
- 4.5.12 Ensure that the Support Person input can be offered flexibly in shorter durations e.g. 30 minutes if required enabling more frequent contact to be made. The duration of input should be recorded appropriately for payment purposes.
- 4.5.13 Have procedures in place to ensure any information/ concerns mentioned by the Client's family member/carer/ Support Person to administrative or co-ordinating staff or staff delivering this element of the service, is shared with an appropriate counsellor/supervisor. This information sharing should take place regardless of whether the family member/carer/Support Person is engaging with the Service.
- 4.5.14 If demand for Support Person sessions exceeds capacity, offer group sessions involving the Support Persons of several different Clients/individuals who self-harm with the prior agreement of the HSC Organisation. If required this would be led by two facilitators (one of whom must meet the counsellor requirements outlined in Table 3), based on a maximum costing of 2 times the hourly sessional rate quoted under the Tender. This approach may be piloted during the life of the Contract if demand for Support Person sessions is high in some Lot areas. If demand requires development of group sessions the specification will be developed in tandem with the Provider.

4.6 Engaging Referrers

Engaging referrers to ensure they are aware of the SHIP Service, its eligibility criteria and referral process is essential, this should be led by the Contract Manager as outlined in section 6.2.1. Providers must:

- 4.6.1 Develop close working relationships with referral teams and maintain an up-to-date list of email address for team leads/ managers/ Directors.
- 4.6.2 Be proactive in arranging meetings with individual referring teams to:
 - (i) promote the Service
 - (ii) reinforce eligibility criteria regularly

(iii) provide regular feedback on nature and volumes of referrals received to ensure high levels of awareness of the Service
Frequency of engagement should be determined based on levels of referrals from each team, presence of recurrent issues, staff turnover in the team. It is anticipated that meetings with teams will occur bi-annually, or as a minimum every 12 months. Where new referral pathways are introduced more frequent meetings with these teams may be required.

4.6.3. Attend any meetings arranged by the HSC Organisation with referral agents.

4.7 Provider Premises

Providers must:

- 4.7.1 Be able to provide Services that will meet the referral requirements set out in Section 4.1-4.3
- 4.7.2 Have the geographical capacity/facilities in place to enable the target groups to readily access the Service. Providers must ensure that premises and methods used in the delivery of the Service are accessible to all Service Users. For the purposes of this clause, accessible means, as far as possible, ensuring the removal of barriers, or potential barriers, to the full participation of those Service Users with disabilities.
- 4.7.3 Provide the Services in locations that are accessible and premises which are physically suitable to the work being carried out and do not present barriers to engagement by way of stigma or other means.
- 4.7.4 Deliver the Service from premises including the Provider's own premises, if in an appropriate community-based location, and other outreach venues as required to ensure ease of access across the Lot area.
- 4.7.5 Deliver the Services from geographical locations that are appropriate and accessible to the targeted Service Users e.g. ensuring an even distribution of sessions across Northern Ireland considering a mix of urban/rural locations taking account of public transport networks, political/religious sensitivities in some communities and other considerations in relation section 75 groups, for example prevalence of hate crimes.
- 4.7.6 Be able to offer some appointments in the evenings and weekends, as well as during usual office hours to prevent barriers to uptake of the

Service for people with education, employment, caring or other responsibilities. Response times are outlined in Sections 4.3 and 4.5.

- 4.7.7 Have in place arrangements to safely re-direct individuals who telephone /contact the Service outside of usual hours of operation to alternative support services e.g. by having an appropriate recorded message on telephones.
- 4.7.8 Have in place the appropriate planning systems to ensure the delivery of the Services set out in this Tender. This will include resource deployment and all necessary supports to ensure continuous Service standards.
- 4.7.9 Promote equality, diversity and inclusion in all aspects of Service delivery and have appropriate policies in place to address this issue.

4.8 Mode of Delivery

- 4.8.1 The current SHIP Service is delivered throughout Northern Ireland, predominantly on a face to face basis in community settings, by Providers from the community and voluntary sector. Delivery in local communities aims to maximise access for those who may have difficulty engaging with Services.
- 4.8.2 In keeping with the existing model, the proposed SHIP Service will be delivered on a face to face basis with all Service users pro-actively encouraged to attend face-to-face appointments.
- 4.8.3 A blended delivery approach, involving both face to face and remote delivery, can be facilitated at the request of the Service User only.
- 4.8.4 Exclusively remote delivery is to be avoided if possible but can be used if other methods are declined by the Service User, to maximise engagement.

5.0 Estimated Service Demand

5.1. Estimated Service Volumes – Clients

- 5.1.1. Referral volumes to the SHIP Service for the fiscal years 2018/19 – 2022/23 are referred to within Appendix 2, which also includes the breakdown of the age profile (<18 or adult) and demographics of Service Users over this time.
- 5.1.2. The anticipated number of sessions for Clients which will be required under each Lot for Year 1 of the Contract are set out in Table 4 below and within the SS19a Pricing Schedule document. This information is given for the guidance of the Provider and is not deemed to be a condition of Contract or a guarantee of minimum demand or uptake. No compensation will be payable to a Provider should the actual demand be less than that stated.

Table 4: Projected Volumes Year 1 – Clients

	Lot 1 - BHSCT Area	Lot 2 - NHSCT Area	Lot 3 – SHSCT Area	Lot 4 – SEHSCT Area	Lot 5 – WHSCT Area	NI Total
No. of sessions for Clients	2,408	3,092	1,417*	2,030	3,588	12,535

***Note:** The figure stated for the Southern Trust is based on the current pattern of referrals however we expect the Provider to proactively encourage referrals in this area aiming for 2,017 by Year 3.

- 5.1.3. The anticipated number of sessions for Year 1 set out in the Table 4 have been calculated based on the number of sessions delivered in the fiscal year 2022/23 + 10%. This figure is based on the regional growth rate in the number of sessions delivered between 2021/22 and 2022/23.
- 5.1.4. The HSC Organisation recognise that Clients referred to the SHIP Service for therapeutic intervention can be challenging to engage in Services, and that on occasions Clients will not engage or attend planned appointments. DNAs/ Cancellations with less than 24 hours’

notice for SHIP Service for the fiscal year 2022/23 are referred to within Appendix 2.

5.2. **Estimated Service Volumes – Support Persons**

- 5.2.1. Referral volumes for the fiscal years 2018/19 – 2022/23 are referred to within Appendix 2, which also includes the breakdown of the age profile (<18 or adult) and demographics of Service Users over this time.
- 5.2.2. The anticipated number of sessions for Support Persons which will be required under each Lot for Year 1 of the Contract are set out in Table 5 below and within the SS19a Pricing Schedule document. This information is given for the guidance of the Provider and is not deemed to be a condition of Contract or a guarantee of minimum demand or uptake. No compensation will be payable to a Provider should the actual demand be less than that stated.

Table 5: Projected Volumes Year 1 – Support Persons

	Lot 1 - BHSCT Area	Lot 2 - NHSCT Area	Lot 3 – SHSCT Area	Lot 4 – SEHSCT Area	Lot 5 – WHSCT Area	NI Total
No. of sessions for Support Persons	132	504	80	147	369	1,232

- 5.2.3. The anticipated number of sessions for Year 1 for Lot 1 (BHSCT Area), Lot 3 (SHSCT Area) and Lot 4 (SEHSCT) have been calculated based on the number of sessions delivered in the fiscal year 2022/23+ 10% as the HSC Organisation is keen to encourage the growth of this aspect of the Service in these areas. The anticipated number of sessions for Year 1 for Lot 2 (NHSCT Area), and Lot 5 (WHSCT) has been calculated based on the number of sessions delivered in the fiscal year 2022/23.

5.3. **Review of Service Volumes**

- 5.3.1. The HSC Organisation estimate that the number of sessions in each Lot could increase each year. The HSC Organisation will review the previous 12 months Service volumes on an annual basis, to establish the

estimated Service volumes for the next 12 months of the Contract for payment purposes. Please refer to Section 7.1. The HSC Organisation reserve the right to set a cap on the number of sessions to be delivered for each Lot in accordance with available funding.

- 5.3.2. The HSC Organisation may purchase up to 50% additional Service volumes for each Lot should additional funding be made available, should any of the following circumstances occur:
- i) expansion of general practice multi-disciplinary teams to new geographical areas resulting in increased referrals from this source
 - ii) introduction of new referral routes (refer to Section 4.1 and 4.2)
- 5.3.3. The HSC Organisation reserves the right to prioritise Services for the Client, over Services for Support Persons, within a Lot. This will be negotiated with the Provider based on an assessment of the activity presenting.

6.0 Contract Management / Implementation

6.1 Key Performance Indicators

- 6.1.1 The Provider will be required to report to the HSC Organisation on both quarterly and annual performance indicators. In the initial stages monthly reporting will be required so that demand can be carefully monitored. Monitoring requirements for the first 6 months of Contract will be discussed during the Contract Implementation Period.
- 6.1.2 The Service will work within a range of performance standards that set down the minimum levels of work required as outlined in Table 6 Key Performance Indicators below. The HSC Organisation will assess the information provided in the quarterly progress monitoring report against the Key Performance Indicators.
- 6.1.3 The Key Performance Indicators will be continuous and may be subject to change in agreement between HSC Organisation and the Provider according to the Service needs and performance focus.

Table 6: Key Performance Indicators

KPI	GREEN	AMBER	RED
% of referrals where first contact attempt by Provider was within 48 hours of receipt of referral	100%	98%	less than 98%
% of Clients offered an appointment slot within 7 days of successful contact (regardless if accepted by Client)	100%	95%	less than 95%
% Clients who attend first appointment within 14 days of successful contact	95%	90%	less than 90%
% of Clients that had a safety plan completed	71%	59%	less than 59%
% of Clients (following discharge) with 2 or more CORE scores that show reliable and clinical improvement	To be agreed in the Contract Implementation Period		
% of Clients who reported that they usually or always 'feel this service has helped me to cope with my problems'	Monitor in year one, target will be set for year 2 onwards		

% of Support Persons who reported that usually or always 'the support I received from this service helped me understand how to support my family/partner/friend'	Monitor in year one, target will be set for year 2 onwards
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6.2 Contract Manager

6.2.1 Providers must nominate a Contract Manager who will manage this Contract on behalf of the Provider. This will include dealing with communications, Service volumes, complaints, adverse incident reporting and attendance at regular meetings with the HSC Organisation's Contract Manager.

6.3 Performance Measures and Monitoring

6.3.1 Reporting will include the provision of a quarterly Progress Monitoring Report, bi-annual summary Section 75 Equality Monitoring Data, year-end annual report, as detailed in the Terms and Conditions Document Schedule 1 and delivering on the Key Performance Indicators indicated in Section 6.1. The frequency of reporting may be subject to change during the life of the Contract.

6.3.2 There will be a minimum of one Contract review meeting with the HSC Organisation per annum.

6.3.3 Contract Monitoring Meetings will be held with the HSC Organisation once a quarter which will focus on the review of the quarterly Progress Monitoring Report. The Progress Monitoring report must be provided ten days in advance of meetings.

6.3.4 Monitoring requirements for Social Value initiatives are detailed in Section 8.

6.3.5 Providers may be required by the HSC Organisation to provide supplementary information on an ad hoc basis. Requests for ad-hoc data must be responded to within ten working days except for requests relating to media enquiries and Assembly Questions which will need responded to in a shorter timeframe.

6.4 Service Review and Improvement

Providers must:

- 6.4.1 Be committed to building good relationships with the HSC Organisation and other organisations delivering the SHIP Service to share learning and identify options for improving Services.
- 6.4.2 Be committed to involving Clients and Support Persons and special interest groups in assessing and improving the quality of Service provision using HSC Organisation's feedback forms and collate the findings for the HSC Organisation's Contract Manager.
- 6.4.3 Work in partnership with other statutory and non-statutory organisations that are providing similar or complementary services in the area, to ensure that any benefits from working collaboratively can be realised.
- 6.4.4 Be willing to respond and adapt the Service to work with any new developments in HSC services that emerge during the life time of the Contract. Anticipated developments include the further roll-out of multidisciplinary teams across all GP services, further development of Talking Therapy Hubs and other actions under the Mental Health Strategy and Protect Life 2 Strategy.
- 6.4.5 Participate and contribute in a meaningful manner with all relevant stakeholders, in various fora that relate to self-harm. This will include:
 - (i) Participation in Regional SHIP Network meetings with the HSC Organisation and SHIP Providers in other Lot areas to ensure consistency with other Lot areas and sharing of learning and best practice across the region and agreeing quality and Service improvement initiatives.
 - (ii) In some Lot areas there may also be a requirement for participation in fora including Local Protect Life Implementation Groups, Community of Interest Groups, or others as required.
- 6.4.6 In the interest of continuous improvement, the Provider may be required at various stages during the life of the Contract to engage and collaborate with the BSO PaLS Innovation and Market Development Unit (IMDU). As part of this engagement, the Provider will be required to stay up-to-date with any innovations and / or improvements related to the Services being provided; and will be required to report any opportunities to IMDU as they arise to ensure any associated added value or benefits, can be realised, during the life of the Contract.
- 6.4.7 Furthermore, should opportunities to innovate and improve the Services delivered as part of this Contract arise, the Provider will be expected to proactively pursue opportunities at no additional cost to either party unless otherwise agreed when presented by IMDU.

6.5 Complaints and Adverse Incidents

- 6.5.1 Providers must have a complaints policy and operate a complaints procedure to deal with any complaints received in relation to any matter connected with the provision of Services under this Contract. This must be publicised.
- 6.5.2 A learning and quality improvement culture should exist within the organisation. In the event of an adverse incident occurring Providers should notify the HSC Organisation using the appropriate documentation in a timely and secure manner. They should also fully participate in the Trust-led incident review process and implement any learning identified by this process. Providers should also be committed to implementing any lessons learned as a result of their own internal review processes or the HSC Organisation's review of the incident.

6.6 Service Evaluation

- 6.6.1 At the request of the HSC Organisation, Providers will be required to co-operate and comply with any of their requirements and associated researchers to enable effective and robust evaluation of the Service provided. Providers may have to facilitate the qualitative work.
- 6.6.2 The evaluation methods recommended by the HSC Organisation may include, but not be restricted to, questionnaires (pre/post/follow up), focus groups or interviews as appropriate with participating Service Users, representatives from participating organisations and Providers.

6.7 Service Promotion

- 6.7.1 Providers will be required to contribute to the development of regionally specified promotional materials for use by referring staff when describing the Service to prospective individuals. The content of such resources will be agreed with the HSC Organisation and referrers. Providers will not be expected to pay for the creation of promotional materials. Providers will be expected to ensure that referring teams have access to these materials.
- 6.7.2 If Providers have other written or online materials (including social media content) regarding the SHIP Services these must be agreed with the HSC Organisation prior to publication or use.

6.8 Contract Implementation

- 6.8.1 The Contract Implementation Period will commence immediately upon award of the Contract. It is anticipated that there will be a minimum of 12-week implementation period between award of the Contract and the Contract start date.
- 6.8.2 It is essential that during the Contract Implementation Period the Provider works with the HSC Organisation to ensure a smooth implementation and a seamless transition of all the Service requirements of this Contract to your company. The Provider(s) will be required to deliver the full Service from the Contract Commencement Date following the Contract Implementation Period.
- 6.8.3 The Provider's Contract Manager must attend implementation meetings with the HSC Organisation Monitoring Officers. These meetings will ensure there is consistency of approach and collaborative working.
- 6.8.4 It is anticipated that the Contract Implementation Period of this Contract will comprise a number of elements, including reviewing and agreeing key Service procedures developed at the Tender stage to be implemented during the life of the Contract. This period will require SHIP Providers to:
- (i) Participate in meetings with the relevant Trust and HSC Organisation with regard to orientation to Services within the Lot area (refer to Section 3.3.)
 - (ii) Devise and establish communication channels and raise Service awareness with referrers
 - (iii) Demonstrate how systems can record and report on Monitoring and Key Performance Indicators
 - (iv) Work with the outgoing Provider in relation to transition and handover of referrals. It is expected that most Service Users on the existing Service will complete their sessions with the outgoing Provider
 - (v) Assist the HSC Organisation and referrers with finalising agreements for Service delivery in advance of commencement of the Service. This will include (but not limited to):
 - a. Mechanisms for sharing of clinical information relating to the individual in line with HSC standards and relevant legislation
 - b. Protocols for management of a range of clinical risks. The successful Tenderer will be expected to adapt their protocols

to ensure that HSC Organisation and Trust expectations are met in relation to managing risks.

- c. Participate in any training offered by the Trust relating to safety planning.

6.9 Continuity of Services

- 6.9.1 Providers must have plans in place to ensure continuous Service delivery, including capacity and contingency arrangements, at all times to manage any potential risk to Service provision. Plans must address potential risks caused by staffing issues, availability of premises, cyber security (refer to Section 7.3), communication and technological issues or any other unforeseen event including, but not restricted to, financial instability, a pandemic or other force majeure.

6.10 Site Visits

- 6.10.1 From time to time the HSC Organisation may conduct site visits for the purpose of ensuring the safety, security and appropriateness of the facilities. This would include but not limited to security of premises preventing unauthorised access, security of Service User data and that Service User facing settings / environments are conducive to wellbeing. Where visits are to be conducted a brief notice period will be provided to ensure that Service User confidentiality is protected.

7.0 General Clauses

7.1 Price, Price Amendment and Payment

- 7.1.1 The Contract price will be the accepted Tendered price and must be fixed for a minimum period of 36 months from the start of the Contract i.e. the Fixed Price Period.
- 7.1.2 Applications for price amendments against any Contract awarded following the fixed price period may only be considered provided such an application is submitted to the HSC Organisation in writing. If a price amendment outcome changes the Contract, so as it is no longer value for money, the HSC Organisation reserves the right to benchmark with other Providers and may terminate the Contract if better value for money can be achieved.
- 7.1.3 Following receipt of the price amendment application, the HSC Organisation may, at its sole discretion adjust the Contract Price to reflect increases or decreases in the cost of the Service indicated by the percentage increase or decrease in the Consumer Price Index. Contract Price increases will be subject to the availability of funding for the Service.
- 7.1.4 Any request for a price amendment must be forwarded in writing to the HSC Organisation at least 12 weeks prior to the requested effective date.
- 7.1.5 The whole cost of the Contract for each Lot will be based on the total number of sessions delivered, costed at an hourly rate, as indicated in the SS19a Pricing Schedule.
- 7.1.6 Both Psychological Intervention sessions for Clients and Psycho-education and support Services for Support Persons should be costed based on a session lasting for one hour as indicated in the SS19a Pricing Schedule. However, Tenderers should note that Psycho-education and support Services for Support Persons may be provided in a number of shorter sessions with a total duration of one hour for Support Persons of adults or two hours for Support Persons of children as stated in section 4.5.
- 7.1.7 The Contract Price for each Lot priced as part of the Tender in the SS19a Pricing Schedule, must include all the Service requirements as detailed in this SS20a Scoping and Specification document. No

additional costs will be payable under this Contract other than those specifically requested in the SS19a Pricing Schedule

- 7.1.8 Providers will not charge Service Users for the Services provided under this Contract.
- 7.1.9 Providers for each Lot will be paid on a quarterly basis, in two instalments in accordance with Table 7.

Table 7: Quarterly Payments

	Description	Due
Payment 1	Payment for 80% of the projected number of sessions to be delivered Note: The projected number of sessions to be delivered each quarter will be calculated by dividing the projected number of sessions to be delivered per annum by four	Payment in advance, no later than 30 days of receipt of satisfactory Progress Monitoring Report for the previous quarter, as set out in Clauses 3,4,5 and 6 of the Terms and Conditions of Contract document. Note: Payment for Quarter 1 of Year 1 of the Contract will be paid no later than 6 weeks upon commencement of the Contract
Payment 2	Payment for the total number of sessions delivered during the quarter beyond the number of sessions paid for in advance	Payment in arrears within 30 days following the submission deadline / following receipt (if late) of satisfactory Progress Monitoring Report detailing <ul style="list-style-type: none"> • Number of sessions delivered in the quarter

- 7.1.10 In the event that a Provider delivers less than the number of sessions that have been paid for at the start of the quarter, an adjustment will be applied, deducting payment for the number of sessions not delivered from the next quarter's advance payment.

7.2 Protection of Personal Data

- 7.2.1 This clause is supplemental to, and takes precedence over the Health and Social Care Terms and Conditions of Contract SHIP 2024-27

Terms and Conditions. The purpose of this clause is to outline the capacities and responsibilities of the parties in respect of the processing of personal data.

- 7.2.2 The provisions of this clause 7.2, clause 15A of the Terms and Conditions of Contract and the Data Processing Agreement contained in Appendix 8 (Processing Personal Data) of the Service Specification (ss20a) shall apply to the Contract for the duration of the Contract Period and shall survive termination or expiry of the Contract.
- 7.2.3 For the purposes of this clause, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR, and where applicable the EU GDPR.
- 7.2.4 Personal data will pass between the HSC Organisation and the Provider for or in connection with the provision of the Service under the Contract. The Data Processing Agreement contained in Appendix 8 (Processing Personal Data) will regulate the processing of personal data and related matters and ensure the lawful processing of personal data passing between the HSC Organisation and the Provider for or in connection with the provision of the Service under the Contract.
- 7.2.5 Personal data will also pass between Referral Agencies and the Provider for or in connection with the provision of the Service under the Contract. The Data Processing Agreement contained in Appendix 8 (Processing Personal Data) will regulate the processing of personal data and related matters and ensure the lawful processing of personal data passing between the Referral Agencies and the Provider for or in connection with the provision of the Service under the Contract.
- 7.2.6 The Provider undertakes to enter into all relevant data protection agreements with any and all third parties as appropriate, including but not limited to the Referral Agencies, and as required under the Data Protection Legislation, and provide evidence of such agreements to the HSC Organisation on request;
- 7.2.7 By submitting its Tender response a Provider will be deemed to have accepted the terms of the Data Protection Agreement. The Provider shall perform its obligations under this clause and Appendix 8 (Processing Personal Data) at its own cost. For the avoidance of doubt, there will be no increase to the Contract Price as a result of work which, in the sole and reasonable opinion of the HSC Organisation, is required to comply with the Data Protection Legislation.

- 7.2.8 The Provider must maintain a record of compliance with this clause 7.2 for provision under inspection by the HSC Organisation upon reasonable notice.
- 7.2.9 The Provider agrees to indemnify the HSC Organisation against all costs that the HSC Organisation incurs as a result of the Provider's failure to comply fully with this clause 7.2.
- 7.2.10 The parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Service will determine the status of each party under the Data Protection Legislation. A party may act as:
- 7.2.10.1 "Controller" ;
 - 7.2.10.2 "Processor";
 - 7.2.10.3 "Joint Controller" ;
 - 7.2.10.4 "Independent Controller" of the personal data;
and the parties shall set out in Appendix 8 (Processing Personal Data) which scenario or scenarios are intended to apply under this Service.
- 7.2.11 The HSC Organisation has carried out an initial assessment of the Service in terms of the processing of personal data. It is expected, however, that the Provider, as controller, will carry out its own assessment in compliance with the Data Protection Legislation.
- Where the HSC Organisation and the Provider are Joint Controllers of Personal Data.**
- 7.2.12 In the event that the Provider is joint controller with the HSC Organisation in respect of personal data under this Service, the Provider and the HSC Organisation shall implement clauses that are necessary to comply with UK GDPR Article 26 and/or EU GDPR Article 26 based on the terms set out in Annex 1 to Appendix 8 (Processing Personal Data).
- Where the Parties are Independent Controllers of Personal Data**
- 7.2.13 With respect to personal data provided by one party to another party for which each party acts as controller but which is not under the joint control of the parties, each party undertakes to comply with the Data Protection Legislation in respect of their processing of such personal data as controller.
- 7.2.14 Each party shall process the personal data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other party to be in breach of it.

- 7.2.15 Where a party has provided personal data to the other party the recipient of the personal data will provide all such relevant documents and information relating to its data protection policies and procedures as the other party may reasonably require.
- 7.2.16 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR and/or the EU GDPR in respect of the processing of personal data for the purposes of this Contract.
- 7.2.17 The Parties shall only provide personal data to each other:
- 7.2.17.1 to the extent necessary to perform the respective obligations under this Contract;
- 7.2.17.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected data subjects); and
- 7.2.17.3 where it has recorded it in Appendix 8 (Processing Personal Data).
- 7.2.18 Each party shall, with respect to its processing of personal data as independent controller, implement and maintain Appropriate Technical and Organisational Measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR and/or the EU GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR and/or the EU GDPR.
- 7.2.19 A party processing personal data for the purposes of this Contract shall maintain a record of its processing activities in accordance with Article 30 UK GDPR and/or UK GDPR and shall make the record available to the other party upon reasonable request.
- 7.2.20 Where a party receives a request by any data subject to exercise any of their rights under the Data Protection Legislation in relation to the personal data provided to it by the other party pursuant to this Contract:
- 7.2.20.1 shall provide any information and/or assistance as reasonably requested by the request recipient to help it respond to the request or correspondence, at the cost of the request recipient; or
- 7.2.20.2 where the request or correspondence is directed to the other party and/or relates to the other party's processing of the personal data, the request recipient will:

- 7.2.20.3 promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and
- 7.2.20.4 provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by the Data Protection Legislation.
- 7.2.21 Each party shall promptly notify the other party upon it becoming aware of any personal data breach relating to personal data provided by the other party pursuant to this Contract and shall:
- 7.2.21.1 do all such things as reasonably necessary to assist the other party in mitigating the effects of the data breach;
- 7.2.21.2 implement any measures necessary to restore the security of any compromised personal data;
- 7.2.21.3 work with the other party to make any required notifications to the Information Commissioner's Office and affected data subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- 7.2.21.4 not do anything which may damage the reputation of the other party or that party's relationship with the relevant data subjects, save as required by Law.
- 7.2.22 Personal data provided by one party to the other party may be used exclusively to exercise rights and obligations under the Contract as specified in Appendix 8 (Processing Personal Data).
- 7.2.23 Each party, with respect to its processing of personal data as independent controller, shall not transfer personal data outside of the UK or the EEA unless the following conditions are fulfilled:
- 7.2.23.1 the HSC Organisation or the Provider has provided appropriate safeguards in relation to the transfer in accordance with the Data Protection Legislation as determined by the HSC Organisation;
- 7.2.23.2 the data subject has enforceable rights and effective legal remedies;
- 7.2.23.3 the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred (or, if it is not so bound, uses its best endeavours to assist the HSC Organisation in meeting its obligations); and

7.2.23.4 the Provider complies with any reasonable instructions notified to it in advance by the HSC Organisation with respect to the processing of the personal data;

7.2.24 Personal data shall not be retained or processed for longer than is necessary to perform each party's obligations under the Contract. The principles of good record keeping apply to all types of records regardless of how they are held and all records under this Contract must be maintained by the Provider in line with the Department of Health Good Management, Good Records Guidance, as amended from time to time and found at:

[Disposal schedule work areas | Department of Health \(health-ni.gov.uk\)](#)

Processor and Sub-Processor

7.2.25 Where the Provider is a processor, the only processing that it is authorised to do by the HSC Organisation as controller is listed in Appendix 8 (Processing Personal Data).

7.2.26 The Provider as processor shall notify the HSC Organisation as controller immediately if it considers that any of the HSC Organisation's instructions as controller infringe the Data Protection Legislation.

7.2.27 The Provider as processor shall provide all reasonable assistance to the HSC Organisation as controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the HSC Organisation as controller include:

7.2.27.1 a systematic description of the envisaged processing operations and the purpose of the processing;

7.2.27.2 an assessment of the necessity and proportionality of the processing operations in relation to the Service;

7.2.27.3 an assessment of the risks to the rights and freedoms of data subjects; and

7.2.27.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of personal data.

7.2.28 The Provider as processor shall, in relation to any personal data processed in connection with its obligations under this Contract:

7.2.28.1 process that personal data only in accordance with Appendix 8 (Processing Personal Data), unless the Provider as processor is required to do otherwise by law. If it is so required the Provider as

processor shall promptly notify the HSC Organisation as controller before processing the personal data unless prohibited by law;

7.2.28.2 The Provider must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the personal data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of personal data including, but not limited to, the security measures set out in Appendix 8 (Processing Personal Data). The Provider must document those measures in writing and periodically review them at least annually to ensure they remain current and complete.

7.2.28.3 ensure that:

- (i) the Provider's staff do not process personal data except in accordance with this Contract (and in particular Appendix 8 (Processing Personal Data));
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any processor staff who have access to the personal data and ensure that they:
 - (a) are aware of and comply with the Provider as processor's duties under this Clause;
 - (b) are subject to appropriate confidentiality undertakings with the processor or any Sub-processor;
 - (c) are informed of the confidential nature of the personal data and do not publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by the HSC Organisation or as otherwise permitted by this Contract; and
 - (d) have undergone adequate training in the use, care, protection and handling of personal data;

7.2.28.4 not transfer personal data outside of the UK (or, where relevant, the EEA) unless the prior written consent of the HSC Organisation as controller has been obtained and the following conditions are fulfilled:

- (i) the Provider as processor has provided appropriate safeguards in relation to the transfer in accordance with the Data Protection Legislation as determined by the HSC Organisation as controller;
- (ii) the data subject has enforceable rights and effective legal remedies;

- (iii) the Provider complies with its obligations as a processor under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred (or, if it is not so bound, uses its best endeavours to assist the HSC Organisation as Controller in meeting their obligations); and
- (iv) the Provider as processor complies with any reasonable instructions notified to it in advance by the HSC Organisation as Controller with respect to the processing of the personal data; and

7.2.28.5 at the written direction of the HSC Organisation as controller delete or return personal data (and any copies of it) to the HSC Organisation as controller on termination of the Contract unless the Provider as processor is required by law to retain the personal data.

7.2.29 The Provider as processor shall notify the HSC Organisation as controller immediately if it:

7.2.29.1 receives a data subject request (or purported data subject request);

7.2.29.2 receives a request to rectify, block or erase any personal data;

7.2.29.3 receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;

7.2.29.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with personal data processed under this Contract;

7.2.29.5 receives a request from any third party for disclosure of personal data where compliance with such request is required or purported to be required by law; or

7.2.29.6 becomes aware of a Data Loss Event.

7.2.30 Taking into account the nature of the processing, the Provider as processor shall provide the HSC Organisation as controller with reasonable assistance in relation to its or the HSC Organisation's obligations under the Data Protection Legislation and any complaint, communication or request made under clause 7.2.29 including by promptly providing:

7.2.30.1 the HSC Organisation as controller with full details and copies of the complaint, communication or request;

7.2.30.2 such assistance as is reasonably requested by the HSC Organisation as controller to enable any of them to comply with a data subject

Request within the relevant timescales set out in the Data Protection Legislation;

- 7.2.30.3 the HSC Organisation as controller at their request, with any personal data it holds in relation to a data subject;
- 7.2.30.4 assistance as requested by the HSC Organisation as controller following any Data Loss Event; and/or
- 7.2.30.5 assistance as requested by the HSC Organisation as controller with respect to any request from the Information Commissioner's Office, or any consultation by the HSC Organisation as controller with the Information Commissioner's Office.
- 7.2.31 The Provider as processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause.
- 7.2.32 The Provider and the HSC Organisation shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 7.2.33 Before allowing any Sub-processor appointed by the Provider to process any personal data related to this Contract, the Provider must:
 - 7.2.33.1 notify the HSC Organisation as controller in writing of the intended Sub-processor and processing. The HSC Organisation shall inform the relevant joint controllers of any intended changes concerning the addition or replacement of other processors,
 - 7.2.33.2 obtain the written consent of the HSC Organisation as controller
 - 7.2.33.3 enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause 7.2 such that they apply to the Sub-processor; and
 - 7.2.33.4 provide the HSC Organisation as controller with such information regarding the Sub-processor as they may reasonably require.
- 7.2.34 The Provider shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 7.2.35 The HSC Organisation may, at any time on not less than 30 Working Days' notice, revise this Clause as required in the event of a change in law or in the event that any updated Data Protection Impact Assessment or other data protection assessment as carried out by either the HSC Organisation identifies any change in the identification of the Parties as joint controllers, processors or Sub-processors as stated in Appendix 8 including but not limited to any identification of the Provider as processor or controller. The Provider acknowledges and agrees that in such circumstances the Provider shall enter into such

contractual agreements with the HSC Organisation for the purposes of ensuring the compliance of the HSC Organisation with their obligations under the Data Protection Legislation.

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

7.3 Cyber Security

7.3.1 The HSC Organisation is aware of the ongoing risk of cyber-attack either direct or indirect on its systems. This Service has been assessed as LOW Risk.

7.3.2 To minimise the exposure to cyber-attack, the HSC Organisation will require that Providers must:

- (i) Have Cyber Essentials (self-certified) certification within the first 3 months of Contract award. Certification must cover the scope required for all aspects of the Contract, and Providers must commit to maintaining this standard for the duration of the Contract. (Note - There is a self-assessment test that can help organisations prepare for getting Cyber Essentials. It is free and will give organisations an idea of what is required – please see link <https://getreadyforcyberessentials.iasme.co.uk/>)
- (ii) Adhere to the HSC Security Management Schedule (Low and Medium Risk)- and HSC Supplier Security Policy- see Appendix 6a and Appendix 6b

7.3.3 If successful in the Tender Providers will be required to provide evidence that your organisation has registered via Cyber Essentials and completed the self-assessment tool which must be provided within the first 3 months of Contract award - a copy of your self-assessment certificate must be submitted to the HSC Organisation.

7.3.4 The Provider will also detail any actions/recommendations as outlined within the completion of your self-assessment that you have been advised to complete and demonstrate how all actions/recommendations of the self-assessment have been undertaken and completed within 6 months of Contract award.

7.4 Human Rights and Ethical Procurement

- 7.4.1 The Provider must comply with all applicable provisions of the Human Rights Act 1998. The HSC Organisation reserves the right to request information on the Provider's compliance with this Act at any time during the Contract Period.
- 7.4.2 The Provider must maintain a Human Rights Policy. The Provider is required to provide a copy of this policy to the HSC Organisation within 30 days of Contract award. If a copy of the Policy is not received within this timeframe, the HSC Organisation will request a copy and this request must be actioned within 5 working days. HSC Organisation reserves the right at any time during the Contract Period to request a copy of said Policy. This Policy must be agreed at Board (or appropriate organisational) level by the Provider's Board and published on the Provider's website, where the Provider maintains a website.
- 7.4.3 The Provider shall ensure that the Provider and its Staff:
- (i) do not engage in any activity, practice or conduct which constitutes an offence under the MSA 2015; and
 - (ii) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the MSA 2015.
- 7.4.4 In performing its obligations under the Contract, the Providers shall ensure it:
- 7.4.5 Has and maintains throughout the Contract Period its own policies and procedures to ensure its compliance with the MSA 2015 in accordance with any requirements of the MSA 2015; and
- 7.4.6 includes in its Contracts with its sub-Contractors and supplier's anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause.
- 7.4.7 The Providers shall indemnify the HSC Organisation against any losses, liabilities, damages, costs (including, but not limited to, legal fees) and expenses incurred by the Provider because of the Provider and/or its staff's breach of the MSA 2015.
- 7.4.8 The Provider is required to provide the HSC Organisation, upon request, a copy of their Modern Slavery Statement, where the Modern Slavery Act 2015 (MSA) requires such a Statement to be maintained by the Provider.

7.5 Living Wage

7.5.1. The Provider must ensure that all staff working on this Contract are paid at a minimum the real Living Wage. New Decade New Approach (NDNA) commits the Northern Ireland Executive to becoming a Living Wage Employer. The Living Wage is an estimate of the hourly wage that would provide a full-time worker with a reasonable standard of living calculated by the Living Wage Foundation. Further information is available from the Living Wage Foundation.

<https://www.livingwage.org.uk>

7.6 Service Specification Review

7.6.1 This Service specification will be reviewed periodically throughout the life of the Contract. Changes in legislation or improvements in practice may result in the need for modifications.

7.7 Economic and Financial Standing

7.7.1 Throughout the duration of the Contract, the Provider must inform HSC Organisation of any material changes to any of the Provider's economic and financial information which was submitted as part of the evaluation of this Tender. HSC Organisation reserves the right to request evidence from the Provider of their continued financial viability at any time during the Contract period.

7.8 Use of Next Ranked Provider

7.8.1 In the event any subsequent Contract is terminated in accordance with the provisions of the terms and conditions, the HSC Organisation reserves the right to offer the second ranked Provider in this Tender, the opportunity to enter into a Contract, provided the original terms (including price) offered by that Provider remain unchanged from those originally offered by that Provider during this Tender.

7.8.2 Should this not be the case and/or the second ranked Provider declines, the HSC Organisation reserve the right to approach the next ranked Provider in turn on the same basis. This will continue until all ranked Providers have been exhausted or if HSC Organisation

determines, at its sole discretion, to re-tender. This right will exist throughout the initial Contract period.

7.9 Exit Strategy

- 7.9.1 An exit strategy will be required on either the termination or expiry of the awarded Contract in line with the associated terms and conditions. It will be required to enable the Provider to cease supplying the Services and for a new Provider to perform equivalent (or similar Services).
- 7.9.2 The exit strategy must include a statement outlining:
- (i) The name and contact details for the designated link person in outgoing organisation
 - (ii) Update record of volumes delivered in the Services
 - (iii) The number of Clients and Support Persons remaining in the Service, the number of sessions each Client/Support Person has received, details of any sessions booked for Clients/Support Persons
 - (iv) The number of employed and sessional staff in the outgoing organisation
 - (v) How any potential outgoing Provider and any potential incoming Provider will work together in order to minimise disruption to Service users in the event of any requirement to switch existing Service users covered by this Contract from the outgoing Providers Service to any potential new incoming Providers Service.
- 7.9.3 This exit strategy will need to be agreed in good time before the end of the Contract period and must result in minimum disruption for Service users and the HSC Organisation.

7.10 Extension

- 7.10.1 In the event that (a) prior to the end of the Contract Period, the HSC Organisation commences a procurement exercise for the provision of the Services and (b) that:
- (i) the said procurement is not completed in full or in part prior to the end of the Contract Period due to delay or abandonment; or
 - (ii) no Contract(s) can be awarded prior to the end of the Contract Period as only irregular or unacceptable Tenders were received in response to the said procurement; or

- (iii) no Contract(s) can be awarded prior to the end of the Contract Period as no suitable Tenders were received in response to the said procurement; or
- (iv) no Contract(s) can be awarded prior to the end of the Contract Period as the said procurement is the subject of a legal challenge preventing the award of the Contract(s),

The Awarding Authority reserves the right to extend the Contract for up to three further periods, each of 6 months, to facilitate a further procurement competition, or to make alternative arrangements for the provision of the Service. Any such extension pursuant to this clause shall be subject to the same terms and conditions of Contract and the same price arrangements as applied immediately prior to the end of the Contract Period. The value of any extension(s) will be based on historic and/or projected usage over the period of the extension.

8.0 Social Considerations

8.1 Procurement Policy Note (PPN 01/21)

8.1.1. In accordance with the Procurement Policy Note (PPN) 01/21 (Scoring Social Value Policy), the successful Provider will be required to deliver measurable social value outcomes.

8.1.2. In support of the PPN 01/21, and considering the subject matter of the Contract, the HSC Organisation has selected the following theme as the most relevant to include in this Contract:

Theme 4 – Promoting wellbeing – aims to improve the health and wellbeing of the Contract workforce, tackle employment inequality, contribute to in-work progression and skills development, and improve community integration. The PHA recognises that using the workplace as a setting to promote and support health and wellbeing makes good business sense and has many benefits for both employers and employees which is especially important as workplaces emerge from the COVID-19 pandemic. According to the World Health Organisation, the definition of a healthy workforce is: ‘... one in which workers and managers collaborate to use a continual improvement process to protect and promote the health, safety and wellbeing of all workers and the sustainability of the workplace’.

8.1.3. The PHA has developed a resource guide to support employers and employees to access information on improving health and wellbeing at work which can be accessed here:

https://www.publichealth.hscni.net/sites/default/files/2020-09/WorkWell_LiveWell_Resource_Guide_09_20%20no%20appendix.pdf

8.1.4. To help achieve these objectives and address the strategic aims, it is required that the successful Provider will deliver Social Value Initiatives linked to the following Social Value Indicator below:

Indicator 4.2 – Influence staff, suppliers, customers and communities through the delivery of the Contract to support health and wellbeing, including physical and mental health

8.1.5. Social Value Initiatives related to Indicator 4.2 may include, for example:

(i) Activities to improve health and wellbeing of Contract workforce.

Note: Proposed activities must be additional to the

requirements for regular supervision and support for staff that are outlined in Section 3.3.15

- (ii) Community engagement events to promote health and wellbeing including skills development in areas related to the Contract
- (iii) Volunteering activities to organisations within the voluntary, community and social enterprise sector
- (iv) Co-design or creation of Services relevant to the Contract with community organisations
- (v) Supporting community-led initiatives relevant to the Contract.

8.2. Social Value delivery Plan

8.2.1. Providers will be required to provide a Social Value delivery plan which will deliver on the indicator identified in Section 8.1. At a minimum, the Social Value delivery plan will include:

- (i) The activities you will undertake and metrics for each activity (e.g. number of hours of support or training); (e.g. number of activities)
- (ii) How your planned activities will support delivery of the policy objectives
- (iii) Timescales for delivery of the social value requirements;
- (iv) The resources, both internal and external, you will use to plan and deliver the social value requirements
- (v) How you will engage with key stakeholders (e.g. HSC Organisation, social value beneficiaries, organisations within the voluntary, community and social enterprise sector etc.);
- (vi) Confirmation that the planned activities are additional to activities your organisation already undertakes. (All activities included in your response should be forward looking, additional activities that are directly related to this Contract); and,
- (vii) How you will monitor and report on the delivery of the social value activities and address any performance issues.

8.2.2. Social value activities offered in the Social Value delivery plan will be discussed with successful Providers during the Contract Implementation Period, and implementation of any proposed activities will be subject to approval by the HSC Organisation.

8.3. Costs

- 8.3.1. The Provider shall deliver the social value requirements within their Tender sum (omitting any grants or other public funding that will be obtained to offset the costs of delivering the social value requirements).

8.4. Sub-Contractors

- 8.4.1. It is the Provider's responsibility to develop a working method and where necessary secure sub-contractor co-operation in order to achieve HSC Organisation's social value requirements.

8.5. Adoption of Fair Work Practices

- 8.5.1. As per the Procurement Policy Note - PPN 01/21 Scoring Social Value Providers must adopt fair work practices for all Staff who will be engaged in the delivery of the Contract. Fair work is as per the Carnegie Trust definition and contains 7 measurements. They are (i) terms of employment, (ii) pay and benefits, (iii) job design and nature of work, (iv) social support and cohesion, (v) health, safety and psychosocial wellbeing, (vi) work/life balance and (vii) voice/representation. Please refer to the Eligibility Response Section 8.

8.6. Monitoring Requirements

- 8.6.1. The Provider shall complete the Social Value Monitoring Return within the quarterly Progress Monitoring Report. This section of the Progress Monitoring Report will be populated during the Contract Implementation Period based on the Social Value Delivery Plan submitted by the Provider.
- 8.6.2. The Provider shall provide all information necessary, including obtaining it from subcontractors and agencies, and cooperate with HSC Organisation's Contract Manager to review progress on delivering the overall social consideration requirement.
- 8.6.3. The Provider should not record any activities on the Social Value Monitoring Reports to the extent that they are delivered [wholly or in part] for a purpose other than satisfying the requirements specified in this section.