

# **West London and Partner Authorities Semi-Independence Co-Production Group Monitoring**



- **Outcome**
- To agree on a format for contract and performance management



- **Suspensions**

- What are the reasons what a provider should be suspended

- If the Default is a Serious Default (and if it is, the Default Notice must say so) then the Authority, will be entitled to arrange to carry out an investigation into the Serious Default.
- If the Authority, Participating Authority or Other Contracting Bodies considers (acting reasonably) that:
  - the Serious Default is of such seriousness; or
  - there is a continuing threat to the health, safety or welfare of any or all of the Service Users;
- such that in either case it is not appropriate for the Service Provider to carry on providing any or all of the Services then the Authority, Participating Authority or Other Contracting Bodies will also be entitled to serve on the Service Provider a 'Suspension Notice'.



- ensure that any investigation is carried out as quickly as possible and will make available to the Service Provider a copy of the report of the investigation's findings as soon as possible
- If the Authority, considers that the Service Provider is to resume provision of some or all of the suspended Service(s) then the Authority, will serve on the Service Provider a 'Resumption Notice' which shall set out the Service(s) to be resumed and the date upon which they are to be resumed.
- Suspension to be lifted as soon as possible after the investigation is concluded



- **DEFAULT IN RESPECT OF THE PROVISION OF SERVICES**
- If at any time in the opinion of the Authority, the Service Provider on any occasion shall have committed a breach of this Agreement and/or subsequent Contract or omitted or failed to perform any part of the Services in the manner and to the standard required by this Agreement and/or subsequent Contract, the Authority, shall be entitled to consider that a default (“Default”) and serve on the Service Provider a notice setting out the breach or omission or deficiency in the Services (“the Default Notice”) and requiring the Service Provider to take steps (which may be specified) to remedy the breach or the omission or deficiency and to take steps (which may be specified) to prevent any recurrence of the breach or omission or deficiency, or similar breaches, omissions or deficiencies. The Service Provider shall take all such steps forthwith.

- In the event that the Authority, serves on the Service Provider more than three (3) Default Notices during the Contract Period, the Authority, may give notice to the Service Provider to be received not later than thirty (30) days after the end of the said period the Authority is exercising one of the following options:-
- The Authority, Participating Authority or Other Contracting Bodies shall be entitled to terminate the Contract by serving written notice of such termination upon the Service Provider