

Contracts Policy

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Distribution	All employees
Owner	Deputy Director of Finance
Policy Lead	Peter Sloman / Paul Ells
Department	Contracts/Fees Team

Purpose

To ensure appropriate Terms and Conditions and funding agreements are in place for any service/activity prior to commencement.

Scope

Applies to all NAS income and expenditure related activities which require a contract in place due to the level of commitment.

Concise Statement

All NAS contracts must be managed in accordance with the principles outlined in this Policy and those in the Procurement policy.

A business Contract is a legally binding agreement between two or more parties for the supply of services/goods. The written contract, sometimes called an agreement, is proof of what was agreed, prevents ambiguity or misunderstanding and prevents either party forgetting or changing the terms later. Contracts that are not standard NAS Contracts must be approved by the Contracts Team. *(If the NAS sign Contracts that are incomplete, disadvantageous or ambiguous there is a risk of reputational and financial damage).*

Contracts, must be signed by an authorised officer of the NAS, need to be in place prior to the delivery of any service/activity commissioned from the NAS, along with a signatory from the other contracting party.

If the contract terms have not been accepted prior to service commencement, authorization for the provision of a service must be sought from the relevant Director and supporting documentation accepting the service offered must be provided. Purchasing bodies must be advised that if the service has commenced an “implied contract” is in place based on the offer of service from the NAS.

Authority to sign contracts

Only the Chief Executive and Directors of the NAS who sit on the Executive Leadership Team or their delegated representative (Heads of Departments) can sign a Contract for the NAS. In certain circumstances (namely if they are to be executed as a deed) they will need to be signed by a Trustee(s) and/or Company Secretary.

Contracting Parities

The contracting party should be:

The National Autistic Society for Contracts with individuals and all contracts where the service is not vat-able. This includes all contracts that are not part of the services division.

NAS Services Ltd for Contracts with statutory bodies that are providing a welfare service and all schools Contracts

Non-Service related Contracts

- Any Contracts received should be emailed to contracts@nas.org.uk for checking and approval before being signed and returned
- If the NAS needs to provide a Contract please email contracts@nas.org.uk who will provide a template

Service related Contracts

Non-Residential Contracting Procedure

1. Following assessment (see Referral & Assessment Policy SO-0013) if a placement is to be offered a formal written offer of service should be sent to the funder.
2. This written offer should include:-
 - details of the fee including any appropriate breakdown
 - service to be provided
 - what is included in the service
 - levels of support

- days and hours of service
 - The statement *'Please note that you will be deemed to accept the details and costs of the placement described above which will be binding on you even if we do not receive written acceptance as requested, where by your conduct you indicate acceptance of them by commencing the service.'*
3. The appropriate NAS standard Contract should be attached for signature.
 4. The offer should state that the service is subject to written agreement of what is to be provided and that the service cannot commence until the Contract has been returned signed by the funder.
 5. The funder should be asked to confirm in writing their acceptance of the offer of service.
 6. Should the funder wish to negotiate any of the NAS Terms and Conditions, or submit their own Contract for signature, this should be forwarded to the Contracts Team – email: contracts@nas.org.uk or telephone 0117 9748437. Should you require a postal address for a contract – please post to the NAS Area Office for your region or contact the Contracts Team for advice.
 7. The Contracts Team will advise the service once the Contract has been signed and notify any variations to the standard NAS Terms and Conditions. Start dates can then be agreed. **No service should commence without confirmation of funding of the service to be purchased preferably by way of a signed contract.**
 8. When the signed Contract is returned, a commencement date can be arranged if this is not stipulated in the Contract.
 9. Following commencement of the service, the invoicing team should be advised immediately by completing an electronic NASS2 form in Caresys and uploading a copy of the Contract. An email should also be sent to Invoicing@nas.org.uk advising the NASS2 form has been completed. An internal only invoice will still need to be raised even if the funder is going to make an automatic payment.
 10. Other than in exceptional circumstances agreed by Director for Adult Services, and Assistant Director of Governance and Commissioning for Schools, **no** placement can commence unless a written agreement is in place.

Adults Residential Contracting Procedure

1. Following assessment if appropriate, a formal offer of placement will be made subject to the agreement of contract terms and conditions.

This written offer should include:-

- details of the fee including any appropriate breakdown
 - service to be provided
 - what is included in the service
 - levels of support
 - days and hours of service
 - The statement *'Please note that you will be deemed to accept the details and costs of the placement described above which will be binding on you even if we do not receive written acceptance as requested, where by your conduct you indicate acceptance of them by commencing the service.'*
2. The offer should state that the placement is subject to written agreement of the placement and that the placement cannot commence until the Contract has been returned signed.
 3. The funder should be asked to confirm in writing the offer of placement.
 4. A Request for Contract Form should be completed by the Manager and forwarded to the Contracts Team at contracts@nas.org.uk
 5. All correspondence in respect of Contract negotiations should be forwarded to Contracts Team electronically if possible – please contact the Contracts Team for further advice.
 6. Contracts Team will advise service Managers when Contracts have been agreed and notify of any variations from standard NAS Terms and Conditions. Admission dates can then be agreed.
 7. The Manager should ensure that arrangements for appointeeship are agreed in line with NAS Financial Procedures.
 8. A copy of the signed Contract will be forwarded to the service.

9. Other than in exceptional circumstances agreed by the relevant Director **no** placement can commence unless a Contract is in place. In the event that permission has been granted to commence a service without a contract, the relevant purchaser needs to be advised that an “implied contract” is in place based on NAS terms stated with the offer letter.
10. Following commencement of the service, Bristol Fees Team should be advised by completing a NASS2 form and forwarding to Bristol.finance@nas.org.uk **along with all the relevant supporting documentation.**

Schools Contracting Procedure

1. Following referral and assessment, if appropriate a written offer of placement will be made subject to the agreement of Contract Terms and Conditions. Two copies of the completed Contract for the Placement of Children and Young People in Day and Residential Independent & Non-maintained Special Schools signed by the Principal should be forwarded to the purchaser together with an Offer of Placement letter. In Scotland two copies of the Partnership Agreement should be forwarded together with an Offer of Placement letter.

If the funder has already signed a copy of the above Contract, only Schedule II IPA should be sent for signature.

This written offer should include:-

- details of the fee including any appropriate breakdown
- service to be provided
- what is included in the service
- levels of support
- The statement *‘Please note that you will be deemed to accept the details and costs of the placement described above which will be binding on you even if we do not receive written acceptance as requested, where by your conduct you indicate acceptance of them by commencing the service.’*

The letter should state that the placement is subject to written agreement of the placement and that the placement cannot commence until the contract has been returned signed.

The funder should be asked to confirm in writing their acceptance of the offer of placement.

2. If the funder sends a copy of the National Contract for young people in Independent and Non Maintained schools, this contract subject to any agreed variations can be signed by the Principal.
3. Should the funder wish to negotiate any of the terms and conditions of the contract, or submit their own Contract for signature, this should be forward to the Contracts Team for approval. The Contracts Team will advise the school once a Contract has been signed together with any variations from standard NAS Terms and Conditions. Admission dates can then be agreed.
4. When the signed Contract is returned, an admission date for the pupil/ student can be finalised.
5. The Principal must ensure all relevant information, is obtained prior to admission. (See Admissions SO-0230 & Exclusions SO-0232)
6. Other than in exceptional circumstances agreed by the Director or Assistant Director of Education **no** placement can commence unless a Contract is in place. In the event that permission has been granted to commence a service without a contract, the relevant purchaser needs to be advised that an "implied contract" is in place based on NAS terms stated with the offer letter
7. Following admittance to the school, Bristol Fees Team should be advised by completing a NASS2 form and forwarding to Bristol.finance@nas.org.uk with a copy of Schedule II (IPA) of the relevant Agreement.

Sending and Receiving of Care Contracts

1. Care Contracts should wherever possible be password protected and sent internally by the NAS email system. It is not acceptable to use any other email address as this is not protected by our security systems.

Care Contracts can be sent externally by email but the Contract document must either be a pdf and zipped with a password on the zipped file or as a password protected Word/Excel file.

Alternatively, they can be sent via the egress system or Encrypted Mail, the preferred method used by the contracts team. The recipient should either receive a separate email with the password in or be asked to telephone to obtain the password.

2. All emails sent must be retained in case there is a need to track.
3. All Care Contracts sent by post must be sent to be signed for if they contain personal details. If they are just terms and conditions, then they can be sent by normal mail.
4. Outgoing Contracts - a record must be kept of outgoing contracts which details date sent, what is in the mailing, who is sending the mail and the tracking receipt from post office.
5. Incoming contracts – a post record must be kept of incoming signed for/recorded mail which details date received, contents of mailing and the final recipient must sign to confirm receipt. The recipient should be authorised to receive contract documentation.
6. All outgoing contracts must have a named recipient and be clearly marked private and confidential.
7. Should any contract documentation go missing the NAS Data Controller should be informed immediately this is identified by emailing James.Trethowan@nas.org.uk and informing the Contract Team at contracts@nas.org.uk

Measure

Management Void Reporting
Contract Compliance
Quality Audits
CQC / Care Inspectorate Inspections / RQIA

Reference

NAS Procurement Policy
National Autistic Society Strategy
Purchasers Contracts
Contract for the Placement of Children and Young People in Day and Residential Independent and Non-maintained Special Schools
NAS Standard Terms and Conditions

The Care Act 2014

Other relevant policies and guidance

Referral & Assessment Policy SO-0013 (Adult Services)

Admissions SO-0230 & Exclusions SO-0232 Policies (Schools)

Specialist Advisor

Head of Contracts

Company Secretary

Appendices:

- SO-0095-001 – Contract Template – Supported Living (NAS Service)
- SO-0095-001A – Contract Template – Supported Living (Individual)
- SO-0095-002 – Contracts for Adult Services (Powerpoint Presentation)
- SO-0095-002A – Outreach Statutory Bodies
- SO-0095-003 - Offer of placement for outreach/ supported living/day opportunities (Funded by a statutory body)
- SO-0095-004 – Offer of placement for residential care (funded by statutory body)
- SO-0095-006 – Request for Contract
- SO-0095-007 – Contract Template - Residential
- SO-0095-008 – Contract Template – NAS Centres (Individual)
- SO-0095-009 – Contract Template – NAS Centres (statutory body)
- SO-0095-010 – Contract Template – Supported Living (Individual)
- SO-0095-011 – Contract Template – Outreach Individual (non-payment in advance)
- SO-0095-012 – NAS Sessional Agreement
- SO-0095-013 – New Contract Template
- SO-0095-014 – NAS T&Cs for Adult Placements
- SO-0095-015 – Model Cancellation Form
- SO-0095-016 – A Guide to your contract (NAS Centres)
- SO-0095-017 – A Guide to your contract (Supported Living)
- SO-0095-018 – Sending Contracts Procedure
- NAS Contract Daldorch