

UK-Shrewsbury: Social services.

UK-Shrewsbury: Social services.

Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement

Main Address: www.shropshire.gov.uk

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: Yes.

In the case of joint procurement involving different countries, state applicable national procurement law: Not provided

The contract is awarded by a central purchasing body: No.

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Social-services./2965UP69CC>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Social-work-services./2965UP69CC> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Social-work-services./2965UP69CC>

I.4) Type of the contracting authority

National or federal agency/office

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: CMCV 037 - Overnight Short Breaks for Disabled Children

Reference Number: CMCV 037

II.1.2) Main CPV Code:

85320000 - Social services.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Shropshire Council is seeking a Service Provider for the provision of Overnight Short Breaks for disabled children (0-18) in Shropshire

II.1.5) Estimated total value:

Value excluding VAT: 5,513,879

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is seeking a Service Provider for the provision of Overnight Short Breaks for disabled children (0-18) in Shropshire:

Overnight care shall be available 365 days a year. The Service Provider shall provide 2920 residential nights, including day care in school holidays.

The contract shall commence on 19th May 2019 for an initial period of 2 years, 10.5 months with the

option to extend for a further period of up to 3 years.
The maximum funds per year that bidders can apply for is £939,500.

Applicants should note that it is considered that the Employee "Transfer of Undertakings (Protection of Employment) Regulations" 2006 ("TUPE") may apply to this contract. Applicants are advised to seek their own legal advice about the practicality of these regulations.

II.2.5) Award criteria:

Criteria below

Quality criterion - Name: Quality / Weighting: 60

Cost criterion - Name: Price / Weighting: 40

II.2.6) Estimated value:

Value excluding VAT: 5,513,879

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 19/05/2019 / End: 31/03/2022

This contract is subject to renewal: Yes

Description of renewals: This contract can be extended for a further period of 3 years from 1st April 2022.

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: To respond to this opportunity please click here: <https://www.delta-sourcing.com/respond/2965UP69CC>

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

See tender documents

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documents

Minimum level(s) of standards possibly required (if applicable) :

See tender documents

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documents

Minimum level(s) of standards possibly required (if applicable) :

See tender documents

III.1.5) Information about reserved contracts (if applicable)

The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons: No

The execution of the contract is restricted to the framework of sheltered employment programmes: No

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Execution of the service is reserved to a particular profession

Reference to the relevant law, regulation or administrative provision:

See tender documents

III.2.2) Contract performance conditions

See tender documents

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: Yes

Section IV: Procedure

IV.1) Description OPEN

IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement - NO

In the case of framework agreements justification for any duration exceeding 4 years: Not Provided

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 23/01/2019 Time: 12:00

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,

IV.2.6) Minimum time frame during which the tenderer must maintain the tender: Not Provided

IV.2.7) Conditions for opening of tenders:

Date: 23/01/2019

Time: 12:00

Place:

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 5 years and 10.5 months

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

VI.3) Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Social-services./2965UP69CC>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/2965UP69CC>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Email: procurement@shropshire.gov.uk

VI.4.2) Body responsible for mediation procedures:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Email: procurement@shropshire.gov.uk

Internet address: www.shropshire.gov.uk

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

VI.4.4) Service from which information about the lodging of appeals may be obtained:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Email: procurement@shropshire.gov.uk

VI.5) Date Of Dispatch Of This Notice: 03/12/2018

Annex A

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Purchased on behalf of other contracting authority details:

1: Contracting Authority

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Email: procurement@shropshire.gov.uk

Main Address: www.shropshire.gov.uk

NUTS Code: UKG22

Dear Bidder

**CMCV 037 – OVERNIGHT SHORT BREAKS FOR DISABLED CHILDREN
SHROPSHIRE COUNCIL**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions for Tendering
2. Draft Form of Agreement
3. Quarterly Monitoring Reports – template 1 and template 2
4. Tender Response Document
5. TUPE Confidentiality letter
6. Service User Confidentiality Letter (to be completed if requesting Pen Pictures)
7. Invitation to Tender Document (including Service Specification, Lease of Bradbury House and Lease for POA home)
8. PACC Participation Report

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 23rd January 2019**, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.

- Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 3rd December 2018 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

Please also note that Shropshire Council is committed to achieving Social Value outcomes through all its procurement activity, specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

personal info

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully



Commissioning Development & Procurement Manager
Commissioning & Procurement
Enc



INSTRUCTIONS FOR TENDERING

**CMCV 037 – OVERNIGHT SHORT
BREAKS FOR DISABLED
CHILDREN**

Shropshire Council Instructions for tendering

Contract Description:

Assessed Short Breaks for disabled children (0-18) in Shropshire:

Overnight care – 365 days a year
2920 residential nights, including day care in school holidays.

Outcomes:

Parents get a break from caring
Children have overnight stays away from the family home

Contracts start on 19 May 2019
Contracts end on 31 March 2022
Initial contract period: 2 years 10.5 months
Optional extension period of 3 years.

Maximum funds £939,500 per year

Award criteria: 60% quality – 40% price

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of an Overnight Short Breaks Service for Disabled Children as detailed in the Tender Response Document. The contract will be for an initial period of 2 years and 10.5 months commencing on the 19th May 2019 with the option to extend for a further period of up to 3 years.
- 1.2** Tenders are to be submitted in accordance with the Draft Form of Agreement of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.0 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the Draft Form of Agreement and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the

Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 23rd January 2019**.
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

- 4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4** Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5** Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

- 5.1** The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2** Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3** Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 The Transfer of Undertakings (Protection of Employment) regulations 2006 (Delete if not applicable)

- 6.1** Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.
- 6.2** Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract can be requested by emailing procurement@shropshire.gov.uk Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or

assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

7.0 Tender Evaluation

- 7.1** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 7.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

8.0 Clarifications

- 8.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 8.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 8.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 8.4** All queries should be raised as soon as possible (in writing), in any event not later than 16th January 2019.
- 8.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 8.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

9.0 Continuation of the Procurement Process

9.1 The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

9.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

9.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

10.0 Confidentiality

10.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

10.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

10.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

10.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

10.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

10.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

10.4.3 Tenderers shall not undertake any publicity activity within any section of the media.

- 10.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 10.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
 - 10.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
 - 10.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
 - 10.5.4** the Tenderer is legally required to make such a disclosure.
- 10.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

10.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

11.0 Freedom of Information

- 11.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 11.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 11.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it

clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

- 11.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 11.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

12.0 Disqualification

- 12.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 12.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 12.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 12.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 12.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
 - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
 - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
 - d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to

any Tender or proposed Tender for the services any act or omission.

12.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

12.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

13.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

14.0 Award of Contract

14.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

14.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

14.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

15.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract

16.0 Acceptance

16.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

16.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

16.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being 19th May 2019.

17.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

18.0 Liability of Council

18.1 The Council does not bind himself to accept the lowest or any tender.

18.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

18.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

18.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

18.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any

information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

- 19.0** The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

20.0 Declaration

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Dated.....20

CONTRACT

BETWEEN

SHROPSHIRE COUNCIL

and

[add in legal entity of the Service Provider]

Contract Ref No CMCV 037

For the provision of overnight short breaks for disabled children

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DRAFT

THIS CONTRACT is made the day of 2018 hereinafter called the "Contract" between

(1) SHROPSHIRE COUNCIL of Shirehall Abbey Foregate Shrewsbury SY2 6ND ("the Council") and

(2) [add in legal entity name] of [add in legal entity address] [(company number X)] /[whose registered charity number is X] (the "Service Provider")

NOW IT IS AGREED as follows:

DEFINITIONS

For the purpose of this Contract the following words shall have the following meanings:

Associated Person	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest; OR any other body that substantially performs any of the functions of the Council that previously had been performed by the Council.
Authorised Officer	means the representative appointed by the Council to manage the Contract on its behalf
Best Value	the requirement under section 3 of the Local Government Act 1999 for local authorities to secure continuous improvement.
Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Commencement Date	19th May 2019
Commercially Sensitive Information	comprises the information of a commercially sensitive nature relating to the Service Provider its Intellectual Property Rights or its business which the Service Provider has indicated to the Council in writing that, if disclosed by the Council, would cause the Service Provider significant commercial disadvantage or material financial loss;
Confidential Information	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Service Provider, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including all Personal Data and the Commercially Sensitive Information; together with all information as defined by Clause 31 of this Contract.
Contract	means this agreement in writing between the Parties

Contract Documents	means this Contract including the Schedules and any other documents annexed to it
'Council'	means the party named above and includes its employees, officers, servants and agents acting on its behalf
Council Data	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Service Provider by or on behalf of the Council; or which the Service Provider is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Council is the Data Controller.
Council Software	software which is owned by or licensed to the Council, including software which is or will be used by the Service Provider for the purposes of providing the Services but excluding the Service Provider Software
Data Controller	shall have the meaning given to the term "controller" as set out in Article 4 of the GDPR.
Data Processor	shall have the meaning given to the term "processor" as set out in Article 4 the GDPR
Data Protection Impact Assessment	an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data
Data Protection Legislation	means: i) all applicable Law about the processing of personal data and privacy; and ii) The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and iii) to the extent that it relates to processing of personal data and privacy, any Laws that come into force which amend, supersede or replace existing Laws including the GDPR, the (LED Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time including the DPA 2018 (subject to Royal Assent)
Data Protection Officer	shall have the meaning given in the GDPR
Data Subject	shall have the same meaning as set out in the GDPR
Data Subject Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
EIR	means the Environmental Information Regulations 2004 (as may be amended from time to time)
Employment Checks	Means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification

checks, employment history and reference checks, disclosure and barring checks and occupational health checks.

Exempt Information	Any information or class of information (including but not limited to any document, report or other material containing information) relating to this Contract or otherwise relating to the Parties to this Contract which potentially falls within an Exemption to FOIA (as set out therein)
Financial Year	means the period of 12 months from and including 1 st April in one year and ending on 31 st March in the next
FOIA	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause.
FOIA notice	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
GDPR	means the General Data Protection Regulation in force in the UK with effect from 25th May 2018
Initial Expiry Date 'Initial Term'	31st March 2022 means a period of 2 years and 10.5 months commencing on the Commencement Date and expiring on the Initial Expiry Date
Intellectual Property Rights	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Service Provider is bound to comply
LED Officer(s)	Law Enforcement Directive (Directive (EU) 2016/680) those officers of the Council who are authorised by the Council to perform functions in connection with this Contract
Option to Extend	means the Council's option to extend the Initial Term by period of up to 3 years commencing from 1st April 2022
Outcomes	means the targets, results or objectives set out in this Agreement
Party or Parties	means with respect to Party the Council or the Service Provider and Parties both the Council and the Service Provider together
Payment	the payment to the Service Provider as detailed in Clause 2
Personal Data	shall have the same meaning as set out in the GDPR
Personal Data Breach	means anything which constitutes a "personal data breach" as set out in Article 4 of the GDPR
Prohibited Act	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant

	<p>function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act 2010;</p> <p>(ii) under legislation creating offences concerning fraudulent acts;</p> <p>(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or</p> <p>(d) defrauding, attempting to defraud or conspiring to defraud the Council.</p>
Processor Personnel	means all directors, officers, employees, agents, consultants and contractors of the Data Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it
Public Body	as defined in the FOIA 2000
Receiving Party	a party to this Contract to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
Regulated Activity	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Regulatory Bodies	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
Regulated Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
Request For Information	a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
'Relevant Transfer'	means a relevant transfer for the purposes of TUPE
'Review'	means a formal review of the progress of the Services and the achievement of the Outcomes
Service(s)	the Service(s) as described in the Specification and schedules of this Contract
'Service Provider'	means the party named above and includes its Staff, employees, officers, servants and agents acting on its behalf paid or unpaid

Service Provider's Representative	means the representative appointed by the Service Provider to liaise with the Authorised Representative with regard to the management of this Contract
Service Users	the persons or client group designated from time to time by the Council to receive the Service which shall include where the context so admits, carers/guardians/parents of children and young people in receipt of the Services
Specification Staff	the Specification contained in Schedule 1 to this Contract All those persons paid or unpaid who deliver the Service on behalf of the Service Provider including a Subcontractor and other agents acting on its behalf
Subcontractors	Any person(s) that the Service Provider contracts with to provide the Service either directly or indirectly for which the Service Provider is responsible under this Contract
Sub-processor	any third party appointed to process Personal Data on behalf of the Service Provider related to this Agreement.
Term	means the period commencing on the Commencement date and ending on the Expiry Date
Third Party	a person (other than the Service User or the Council) who agrees to make a contribution to the cost of the Service
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive
Working Days	Monday to Friday inclusive (not including public or bank holidays)
Writing	Includes, unless otherwise specifically stated, facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

Interpretation

In this Contract unless the context otherwise requires:

words importing any gender include every gender

words importing the singular number include the plural number and vice versa

words importing persons include firms, companies and corporations and unincorporated body of persons or any state or any agency of any person

reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.

In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:

(i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and

(ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

references to numbered clauses and schedules are references to the relevant clause in or schedule to this Contract

reference in any schedule to this Contract to numbered paragraphs relate to the numbered paragraphs of that schedule

any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done
the headings to the clauses, schedules and paragraphs of this Contract are not to affect the interpretation

reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

where the word 'including' is used in this Contract, it shall be understood as meaning 'including without limitation'

Where any statement is qualified by the expression so far as the Service Provider is aware or to the Service Provider's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

WHEREAS

- (A) The Council in the exercise of performing its obligations requires the Services to be delivered for the benefit of children and young people ('the Service Users') within its administrative area
- (B) The Service Provider is willing to provide the Service in accordance with the terms of this Contract and the Council is willing to engage the Service Provider to provide the Services.

1 CONTRACT AND TERM

- 1(a) In consideration of the Payment the Service Provider will provide the Service in accordance with the terms of this Contract
- 1(b) It is agreed between the Parties that this Contract will be for the Initial Term commencing on the Commencement Date and ending on the Initial Expiry Date unless otherwise terminated under Clauses 10 (Breach) 11 (Prevention of Bribery) and 13 (Termination) in accordance with the terms of this Contract.
- 1(c) It is further agreed between the Parties that, subject to mutual agreement, the Council may exercise its Option to Extend this Contract after the expiry of the Initial Term for a further period of up to 3 years commencing on 1st April 2022.
- 1(d) If the Council decides to exercise its Option to Extend the Initial Term it shall notify the Service Provider in writing at least 3 months in advance of the expiry date of the Initial Term. Where the Parties agree an extension of the Initial Term the terms of this Contract shall be the terms applied to the extended contract period, save for any variations to the terms of the Contract which may be agreed by the Parties in writing to apply during the extension period.
- 1.(e) If the Council decides that it does not wish to exercise its Option to Extend then this Contract shall terminate on the Initial Expiry Date and the provisions of clause 14 shall apply

2 PAYMENT

- 2(a) For the period between 19th May 2019 and 31st March 2020 the Council shall pay the Service Provider a maximum of £816,379 (eight hundred and sixteen thousand three hundred and seventy nine pounds only)
In each Financial Year thereafter a maximum of £939,500 (nine hundred and thirty nine thousand and five hundred pounds only) per annum shall be payable by the Council to the Service Provider for the Service
- 2(b) Payment will be made **quarterly** in **arrears** upon receipt of a **satisfactory invoice**
- 2(c) The Service Provider shall not make a charge to the Service User or any third party for the Service provided.

- 2(d) The Council reserves the right to set off against the Payment any sums owed or becoming due to the Council from the Service Provider.
- 2(e) The Service Provider shall not charge and the Council shall not be liable, for any expenses, charges, costs, fees except the Payment as set out in this Contract
- 2 (f) Unless otherwise agreed in writing by the Council, the Service Provider will pay any of its appointed Sub-contractors within the time period specified within the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.
- 2 (g) If either Party fails to make any Payment to the other Party under this Contract within 30 days of receipt of an undisputed invoice then the Party who should make payment shall pay interest on the overdue amount at the statutory rate above the Bank of England base rate from time to time further to the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after Judgment.

3 VAT

The Payment does not include VAT and if VAT is payable then the Council will pay this in addition to the Payment provided that the Service Provider supplies the Council with an appropriate VAT notice

4 COMPLIANCE

- 4(a) The Council undertakes to:
 - 4(a)(i) make the Payments to the Service Provider in accordance with Clause 2
 - 4(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate
 - 4(a)(iii) Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Service Provider by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
 - 4(b)(iv) The Services shall only be performed/delivered by the Service Provider unless otherwise agreed in writing between the Parties
 - 4(b)(v) To support the national agenda of Public Health England the Service Provider will engage with relevant future public health initiatives .
 - 4(b)(vi) In performing his obligations under this Agreement, the Service Provider shall and shall ensure that each of its sub-contractors shall 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 Modern Slavery Act 2015
- 4(b) The Service Provider undertakes to comply with the following in the provision of the Service:
 - 4(b)(i) provide the Service in accordance with the Specification with all due diligence care and skill expected of a suitable and experienced provider of such services
 - 4(b)(ii) provide the Service in accordance with all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Service to include but not limited to:
 - all standards required by Ofsted /Regulatory Bodies in order to maintain registration thereunder
 - the Data Protection Act Legislation and the Caldicott Principle
 - the Human Rights Act 1998. The Service Provider shall not do anything in breach of the Act.

- the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance and provide evidence of doing so to the Council at any time upon request
 - Safeguarding Vulnerable Groups Act 2006; and
 - Where appropriate the Care Act 2014
- 4(b)(iii) ensure that every person employed by it in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services and that its Staff, Subcontractors and agents will have the necessary skills, professional qualifications and experience to deliver the Service
- 4(b)(iv) ensure that it carries out its own risk assessments relevant to the Service
- 4(b)(v) ensure that it has a written procedure for dealing with complaints about the Service in accordance with clause 39 (Complaints) and shall provide a copy of the procedure and details of any complaints made about the Service to the Council upon request
- 4(b)(vi) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
- 4(b)(vii) acknowledge in all publicity wherever reasonably practicable the Council's funding of the Service
- 4(b)(viii) [NOT USED]
- 4(b)(ix) ensure that Staff and Subcontractors are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request
- 4(b)(x) it will complete the Services by the Expiry Date
- 4(b)(xi) it will use its best endeavours to achieve and meet the Performance Indicators/Outcomes
- 4(b)(xii) it has full capacity and authority to enter into this Contract
- 4(b)(xiii) it has obtained all necessary and required licences, consents and permits to provide the Service and shall maintain such licences, consents and permits throughout the duration of the Term
- 4(b)(xiv) it shall be responsible for all costs, fees, expenses and charges for training necessary or required for its Staff , Subcontractors or agents to perform the Service
- 4(b)(xv) it warrants that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions
- 4(b)(xvi) it will have adequate numbers of Staff to provide the Service
- 4(b)(xvii) before it engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services the Service Provider must without limitation, complete the Employment Checks and any other checks required by the Disclosure and Barring Service; and shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:
- 4(b)(xvii)(1) that each person being considered for engagement be questioned as to whether he/she has any convictions; and
 - 4(b)(xvii)(2) that the results of a Disclosure and Barring Service (DBS) check of the most extensive available kind is obtained in accordance with Part V of the Police Act 1997 (as amended) and that each DBS check should include a search of the list held pursuant to the Protection of Children Act 1999

- where the performance of the Service may involve contact with children and/or Safeguarding Vulnerable Groups Act 2006 where the performance of the Service may involve contact with vulnerable adults;and
- 4(b)(xvii) where applicable, provide a copy of the DBS check results to the Council if requested
- 4(b)(xvii) In line with the Council's requirements, DBS checks must be repeated by the Service Provider at its own expense every three (3) years
- 4(c) the Service Provider warrants that the signing of this Contract on its behalf has been validly authorised and the obligations expressed as being assumed by the Service Provider under this Contract constitute valid legal and binding obligations of the Service Provider enforceable against the Service Provider in accordance with their terms.
- 4(d) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Authorised Officer forthwith in writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council's rights under clauses 10 (Breach) and 13 (Termination)
- 4(e) [NOT USED]
- 4(f) The Parties agree that there shall be, on dates to be agreed, regular informal reviews of the progress of the development of the Services between the Service Provider and the Council to ensure that the Performance Indicators/Outcomes are being achieved.
- 4(g) In the event that an informal review reveals that Performance Indicators/Outcomes are not being met, a formal Review meeting shall take place between the Parties upon 14 days written notice being given to the Service Provider by the Council
- 4(h) The Review meeting shall record in writing any amendments to the Performance Indicators/Outcomes agreed between the Council and the Service Provider.
- 4(i) Where following a Review, the Council acting reasonably determines that the Service Provider has not met the Performance Indicators/Outcomes the Council may:
- 4(i) serve the Service Provider with a written notice ("Notice") within one month of the Review meeting specifying which of the Performance Indicators/Outcomes it considers that the Service Provider has not met or failed to achieve and giving the Service Provider one calendar month from the date of the Notice to remedy the failure
- 4(i)(ii) if after one calendar month from the date of the Notice the Service Provider has failed to remedy the failure specified in the Notice then this will be considered to be a breach of the terms of this Contract and the Contract may be terminated in accordance with the provisions contained in clause 13 (Termination) herein
- 4(i)(iii) The Council shall take into account any verbal or written representations made by the Service Provider before proceeding to take any action to terminate this Contract pursuant to this clause.
- 4(j) The Service Provider acknowledges and confirms that:
- 4(j)(i) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;
- 4(j)(ii) it has received all information requested by it from the Council pursuant to sub-clause 4(j)(i) to enable it to determine whether it is able to provide the Services in accordance with the terms

- of this Contract;
- 4(j)(iii) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause 4(j)(ii)
 - 4(j)(iv) it has raised all relevant due diligence questions with the Council before the Commencement Date; and
 - 4(j)(v) it has entered into this Contract in reliance on its own diligence as at the Commencement Date, the Service Provider warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract AND shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services
 - 4(j)(vi) as at the Commencement Date, the Service Provider warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract AND shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services
 - 4(j)(vii) The Service Provider shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Service Provider in accordance with sub-clause 4(j)(vi) save where such additional costs or adverse effect on performance have been caused by the Service Provider having been provided with fundamentally misleading information by or on behalf of the Council and the Service Provider could not reasonably have known that the information incorrect or misleading at the time such information was provided.
 - 4(k) NOT USED
 - 4(l) NOT USED
 - 4(m) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Council's Contracts Manager and appropriate Care Manager forthwith in Writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council's rights under clauses 10 (Breach) and 16 (Termination, Extension & Suspension).
 - 4(n) The Service Provider warrants that the signing [execution] of this on its behalf has been validly authorised and the obligations expressed as being assumed by the Service Provider under this Contract constitute valid legal and binding obligations of the Service Provider enforceable against the Service Provider in accordance with their terms.
 - 4(o) The Service Provider warrants that:
 - 4(o)(i) it has full capacity and authority to enter into this Contract
 - 4(o)(ii) it has obtained all necessary and required licences, consents and permits to provide the Services
 - 4(o)(iii) it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Staff to perform the Services
 - 4(o)(iv) that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions
 - 4(p) The Service Provider will ensure that they make themselves aware, and operate to, local and national best practice guidelines, policies and protocols that are issued from time to time. The Service Provider should note that the Council may choose to undertake targeted monitoring around this requirement
 - 5. **AUTHORISED OFFICER AND SERVICE PROVIDER REPRESENTATIVE:**
 - 5(a) The Authorised Officer shall be appointed by the Council to act in the name of the Council for the purposes of the contract evidenced by this Contract.

- 5(b)** The Service Provider shall appoint a Service Provider Representative to act in the name of the Service Provider for the purposes of the contract evidenced by this Contract
- 5(c)** The Parties shall notify each other in writing of any replacement Authorised Officer or Service Provider Representative or if any person ceases to be either the Authorised Officer or Service Provider Representative.
- 5.(d)** The Authorised Officer shall monitor on behalf of the Council, the provision of the Services supplied by the Service Provider and act as liaison officer with the Service Provider's Representative in respect of the operation of the Services. Any issues raised by the Authorised Officer with regard to the delivery of the Services shall in the first instance be addressed and dealt with by the Service Provider's Representative on the Service Provider's behalf.

6 VARIATION

This Contract may only be varied by consent of both of the Parties and any such variation must be in Writing and be annexed to this Contract.

7 AGENCY

- 7(a)** The Service Provider is an independent party and nothing in this Contract shall render it an agent of the Council or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties and the Service Provider shall not hold itself out as the Council's agent nor shall it have the power or the right to bind the Council to any obligation.
- 7(b)** Under the terms of this Contract the Service Provider shall not have and shall in no way represent itself as having the power to make vary discharge or waive any by-law or regulation of any kind

8 ACCOUNTING

- 8(a)** The Service Provider shall ensure that all necessary accounting arrangements exist to distinguish between the Payment and any funds held on behalf of the Service User or any other funds held by the Service Provider.
- 8(b)** All bank building society post office or other account statements together with all other supporting documentation pertaining to Service Users monies held by the Service Provider shall be retained by the Service Provider and made available for inspection by the Council.
- 8(c)** The Service Provider will (upon the Council's request) produce records of any funding held on behalf of Service Users which shall clearly identify the balance held and the date funds are paid in and withdrawn.
- 8(d)** The Service Provider will facilitate the inspection of all financial records held in connection with the Service and shall produce a copy of its annual audited accounts as soon as is reasonably practicable if requested to do so by the Council.
- 8(e)** The Service Provider shall provide such financial information as the Council may reasonably require from time to time to assess the financial viability and monitor the performance of the Service Provider.
- 8(f)** The Service Provider shall compile maintain and keep the information and records as required in the Specification and such information as the Council may from time to time reasonably require to enable the Council to submit any information or data required for the purposes of the Performance Indicators/Outcomes.
- 8(g)** The Council may by Notice in Writing to the Service Provider authorise the statutory auditors of the Council or any regulatory body to which the Council is subject including but without limitation the Commission for Local Administration to exercise any of the rights exercisable under this clause by the Council. For these purposes the "statutory auditors of the Council" shall include any body appointed by the Audit Commission or authorised by statute to perform similar functions to those of the Audit Commission.

9 NOTICES

- 9(a) The Service Provider shall comply with and give any Notices required under the Contract or required by any Act of Parliament any instrument rule or order made under any Act of Parliament or any regulation or by-law of any local authority which may have jurisdiction in respect of the Service Provider.
- 9(b) Any Notice under this Contract must be in Writing (which for the purpose of this clause 9 does not include email transmissions) and must only be sent by:
 - 9(b)(i) recorded delivery post or
 - 9(b)(ii) personal delivery
- 9(c) The Service Provider's address for the purpose of delivery of a Notice is as set out above and all Notices sent to the Service Provider under this Contract must be sent to the Service Provider's Representative
- 9(d) The Council's address for the purpose of delivery of a Notice is Nigel Denton Procurement Manager, Shropshire Council Shirehall, Abbey Foregate, Shrewsbury SY2 6ND and a separate copy must also be sent to the Authorised Officer XXXXXXXX at Shropshire Council Shirehall, Abbey Foregate, Shrewsbury SY2 6ND
- 9(e) All such Notices if delivered by hand shall be deemed to be served immediately and if posted shall be deemed to have been served two days after the date when posted unless the party upon whom the Notice was purported to be served has informed the serving party within 24 hours of partial receipt that the Notice was not received in full.

10 BREACH

- 10(a) If the Council identifies areas of the Services which do not comply with the requirements of this Contract (including any Schedules to this Contract) it may send the Service Provider a non-compliance notice detailing
 - (i) the areas of non-compliance;
 - (ii) the action to be taken; and
 - (iii) the date by which the action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).
- [10(b) If the Service Provider fails to take any or all of the necessary action by the date given in the non-compliance notice, the Council may send the Service Provider a final non-compliance notice detailing
 - (i) the areas of non-compliance;
 - (ii) the action to be taken; and
 - (iii) the date by which action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).]
- 10(c) If, in the reasonable opinion of the Council, the Service Provider fails to undertake all of the remedial actions in the non-compliance notice by the due date the Council shall be entitled to take either of the following steps depending on the seriousness of the non-compliance (which in the event of dispute shall be determined in accordance with clause 15 (Disputes):
 - (a) to make arrangements to take its own corrective action either itself or through the appointment of another Service Provider and to either:
 - (i) deduct all costs in connection therewith from any sums due or to become due to the Service Provider under the terms of this Contract; or
 - (ii) to recover such sums from the Service Provider as a debt; and/or
 - (b) to terminate the Contract in accordance with clause 13 (Termination)
- 10(d) The following obligations are conditions of this Contract and any breach of them shall be deemed a fundamental breach which shall determine this Contract immediately by the giving of a written notice:
 - 10(d)(i) Failure to comply with a Notice to remedy a breach 10(a)
 - 10(d)(ii) Assignment by the Service Provider of any of his obligations under this Contract without the prior written consent of the Council

- 10(d)(iii) If the Service Provider is convicted of any offence the effect of which under the provisions of any legislation would prevent the Council from contracting with him or maintaining any existing contractual relationship
- 10(d)(iv) If the Service Provider is issued with a notice from the Health and Safety Executive or Regulatory Bodies prohibiting it from operating

11 PREVENTION OF BRIBERY

11(a) The Service Provider:

- (i) shall not, and shall procure that all Service Provider Staff shall not, in connection with this Contract commit a Prohibited Act;
- (ii) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.

11(b) The Service Provider shall:

- i) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- ii) the Service Provider shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Service Provider) the Service Provider's compliance with this clause 11 and provide such supporting evidence of compliance with this clause 11 by the Service Provider as the Council may reasonably request.

11(c) If any breach of clause 11.1 is suspected or known, the Service Provider must notify the Council immediately.

11(d) If the Service Provider notifies the Council that it suspects or knows that there may be a breach of clause 11.1, the Service Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Contract.

11(e) The Council may terminate this Contract by written notice with immediate effect, and recover from the Service Provider the amount of any loss directly resulting from the cancellation, if the Service Provider or Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 11.5, the Council shall give consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by Staff, an employee, Sub-Contractor or supplier not acting independently of the Service Provider. The expression "not acting independently of" (when used in relation to the Service Provider or a Sub-Contractor) means and shall be construed as acting:

- a) with the authority; or,
- b) with the actual knowledge;

of any one or more of the directors of the Service Provider or the Sub-Contractor (as the case may be); or

- c) in circumstances where any one or more of the directors of the Service Provider ought reasonably to have had knowledge.

11(f) Any notice of termination under clause 11.5 must specify:

- (i) the nature of the Prohibited Act;
 - (ii) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - (iii) the date on which this Contract will terminate.
- 11(g) Despite clause 15 (Disputes), any dispute relating to:
- (i) the interpretation of clause 11; or
 - (ii) the amount or value of any gift, consideration or commission, shall be determined by the Council and its decision shall be final and conclusive.
- 11(h) Any termination under clause 11.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

12 INDEMNITY AND INSURANCE

- 12(a) The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Service Provider, arising out of the Service Provider's performance of this Contract, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS).
- 12(b) The Service Provider shall take out and maintain such insurances as are necessary to include any third party and passenger liability in respect of all vehicles used in the provision of the Service and any other category of insurance which the Council may reasonably require from time to time.
- 12(c) [NOT USED]
- 12(d) [NOT USED]
- 12(e) The Service Provider warrants that it has complied with this clause 12 and warrants that any insurance policy or policies effected and maintained in accordance with this clause do not contain any endorsements or exclusions which have the effect of voiding, reducing or limiting the cover required in respect of the Services.
- 12(f) The Service Provider shall prior to commencement of this Agreement provide the Council and thereafter upon request, or at least annually during the Term, with:
- (a) copies of the relevant insurance policy documents (including details of any warranties or exclusions); and
 - (b) receipts or other evidence of payment of the latest premiums due under those policies; and
 - (c) any other evidence reasonably requested by the Council to confirm that the required insurances are in force and effect and meet in full the requirements of this Clause 12.
- Receipt of such evidence by the Council shall not in itself constitute acceptance by the Council or relieve the Service Provider of any of its liabilities and obligations under this Agreement.
- 12(g) The Service Provider shall:
- (a) ensure nothing is done to invalidate any insurance policy or cause the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part, including ensuring that any warranties under the policy are complied with;
 - (b) notify the Council as soon as reasonably practicable when it becomes aware of any relevant fact, circumstance or matter which, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

- 12(h) For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under this Agreement.
- 12(i) Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":
- 12(i)(i) if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Service Provider shall immediately submit to the Council:
- (a) details of the policy concerned; and
 - (b) its proposed solution for maintaining the minimum limit of indemnity specified; and
- 12(i)(ii) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Service Provider shall:
- (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
 - (b) if the Service Provider is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.
- 12(j) The Service Provider shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other [reasonable] professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:
- (a) The performance, defective performance or otherwise of this Contract by the Service Provider or the Service Provider Personnel
 - (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services
 - (c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Service Provider or the Service Provider Personnel; and
 - (d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Contract to the extent that the defective performance is attributable to the acts or omissions of the Service Provider or the Service Provider Personnel
- 12(k) The Council shall indemnify the Service Provider against all reasonable claims, costs and expenses which the Service Provider may incur and which arise, directly from the Council's breach of any of its obligations under this Contract
- 12(l) Nothing in this Contract shall limit or exclude the liability of either Party for:
- (a) death or personal injury resulting from negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) the indemnities given in this clause 12

13 TERMINATION

- 13(a) This Contract may be terminated prior to the Expiry Date in the following circumstances:-
- 13(a)(i) by either the Council or the Service Provider upon giving 9 months' Notice in Writing to the other Party
 - 13(a)(ii) by the Council giving the Service Provider written notice to terminate if, in the reasonable opinion of the Council as a result of any investigations undertaken in accordance with its safeguarding procedures, it considers there is or has been any improper conduct on the part of the Service Provider or its Staff to the effect that it is no longer practicable for the Council to maintain a satisfactory or viable relationship with the Service Provider. Improper conduct includes any unlawful or fraudulent act or any action which the Council considers to be to the detriment of the welfare of any Service User either by action or neglect.
 - 13(a)(iii) in accordance with clause 10 (Breach) or Clause 11 (Prevention of Bribery)
 - 13(a)(iv) if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days
 - 13(a)(v) the Service Provider ceases to carry on its business or substantially the whole of its business
 - 13(a)(vi) the other Party commits a series of minor breaches which, when taken together, amount to a material breach;
 - 13(a)(vii) either Party commits a material breach of this Contract which cannot be remedied under any circumstances
 - 13(a)(viii) The Council may terminate this Contract forthwith by notice where the Service Provider commits a material breach as a result of a failure to comply with a non-compliance notice issued in accordance with clause 10.
 - 13(a)(viii) by the Council if in the reasonable opinion of the Council it is no longer practicable to maintain a satisfactory or viable relationship with the Service Provider because the Service Provider or its Staff have acted unlawfully or fraudulently or there has been a serious breakdown of mutual trust between the Parties
- 16(f) Whilst this Contract affords the Council and the Service Provider reciprocal rights to terminate as per the terms of Clause 16(b)(i) the Parties acknowledge that the expectation of most Service Users is that the Parties will not act unreasonably or to the prejudice of the Service Users so far as is reasonably **practicable**.
- 13(b) In the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 (Payment) will cease no further Payments will be made and the Service Provider shall repay to the Council all (if any) of the Payments already received (after the

- liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met)
- 13(c) Without prejudice to the generality of the foregoing the Council reserves the right to suspend referrals to the Service where in the reasonable opinion of the Council there is any improper conduct on the part of the Service Provider or its Staff and this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / clawback of part of the Payment consistent with the reduction in Service. Improper conduct includes any action which the Council may reasonably consider to be to the detriment of the welfare of Service Users either by action or neglect including but not limited to:
- 13(c)(i) Fraud or theft from Service Users
 - 13(c)(ii) Neglect of Service Users
 - 13(c)(iii) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse
 - 13(c)(iv) Financial malpractice
 - 13(c)(v) Sexual relationships between Staff and Service Users
 - 13(c)(vi) Racial harassment
 - 13(c)(vii) Loss of registration with Regulatory Bodies
 - 13(c)(viii) Under investigation by the Council
- 13(d) In the event that the Contract is terminated pursuant to Clause 10(Breach) or 11 (Prevention of Bribery) above or this Clause 13 (Termination) the Council shall:
- 13(d) (i) cease to be under any obligation to make further Payment until the cost loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider;
 - 13(d) (ii) be entitled to make other arrangements and if necessary pay other persons to provide the Service
 - 13(d) (iii) be entitled to deduct from any sum or sums which would have been due from the Council to the Service Provider under this Contract or be entitled to recover the same from the Service Provider as a debt any loss or damage to the Council resulting from or arising out of the termination of this Contract and further such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating this Contract and in making alternative arrangements for the provision of the Service provided that the Council will be under a duty to take all reasonable action to mitigate the loss or damage pursuant to this clause.
- 13(e) Where notice to terminate is given pursuant to this clause 13, this Contract shall terminate with effect on the date specified in the notice
- 13(f) Whilst this Contract affords the Council and the Service Provider reciprocal rights to terminate as per the terms of Clause 13(a)(i) the Parties acknowledge that the expectation of most Service Users is that the Parties will not act unreasonably or to the prejudice of the Service Users so far as is reasonably **practicable**.

14 CONSEQUENCES OF TERMINATION

- 14(a) Other than as set out in this Contract, neither Party shall have any further obligations to the other under this Contract after its termination
- 14(b) Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract shall remain in full force and effect
- 14(c) Termination of this Contract for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination

- 14(d) Notwithstanding its obligations in this clause 14 if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.
- 14(e) upon termination of this Contract for any reason, the Service Provider shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all information and any other property of the Council which are in the possession or control of the Service Provider or the Service Provider's Staff or Sub-Contractors at the date of termination.

15 DISPUTES

- 15(a) If any dispute or difference shall arise between the Parties as to the construction of this Contract or any matter or thing of whatever nature arising under this Contract or in connection with it then the same shall be dealt with as follows:-
- 15(a)(i) in the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the Authorised Officer and the Service Provider's Representative shall use their reasonable endeavours to resolve the dispute
- 15(b) If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's XXXXXXXX at Shropshire Council Shirehall, Abbey Foregate, Shrewsbury SY2 6ND and the Service Provider's [add in here senior but current post] with notice of the dispute and they shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice
- 15(c) if the Council's XXXXXXXX and the Service Provider [SENIOR OFFICER TITLE] are for any reason unable to resolve the Dispute within [30] days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than [NUMBER] days after the date of the ADR notice
- 15(d) The commencement of mediation shall not prevent the parties commencing or continuing [court or arbitration] proceedings in relation to the Dispute under clause 21 which clause shall apply at all times

16 ASSIGNMENT AND SUB-CONTRACTING

- 16(a) Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other Party PROVIDED that the Council may,
- (a) assign any of its rights under this Contract; or
- (b) transfer all of its rights or obligations by novation, to another person.
- without the Service Provider's consent where such assignment, transfer or novation is to an Associated Person of the Council;
- 16(b) Any consent required under Clause 16(a) must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 16(c) The Service Provider will not, without the written consent of the Council, sub-contract its right or obligations under this Contract nor allow Services to be provided other than through the Service Provider's Staff and using its own equipment.

- 16(d) In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 16(e) In the event that either Party wishes to assign its rights and obligations under this Contract, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Contract.
- 16(f) The Service Provider must notify the Council if:
 - 16(f)(i) there is a change in the control of the majority of the shares in or the voting rights amongst shareholders or members of the Service Provider's organisation
 - 16(f)(ii) it merges with another organisation
 - 16(f)(iii) it transfers its engagements to another organisation
 - 16(f)(iv) it in any way transfers its business to another organisation
 - 16(f)(v) as a result of any misconduct or mismanagement on the part of the Service Provider or a Regulatory Bodies directing an inquiry into or making an order of any kind in relation to the Service Provider's affairs; or
 - 16(f)(vi) any registration which the Service Provider must maintain in order to provide any of the Service is withdrawn or cancelled or is threatened to be withdrawn or cancelled
- 16(g) The Council reserves the right to share any information with any Regulatory Bodies about the Service Provider, Service Provider Staff or Service Users regarding the provision of the Service to investigate and safeguard the well-being of Service Users
- 16(h) If 20% of the Service Provider's overall workforce is made up of people from agencies (or not employed directly by the Service Provider) then this may be considered assignment or subcontracting of the Service Provider's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.
- 16(i) If the Council does give consent to subcontract the carrying out of the Service Provider's obligations under this Contract the Council can subsequently withdraw its consent provided that it acts reasonably in doing so and gives reasonable notice. The Service Provider will be required to terminate the subcontract in these circumstances.
- 16(j) In the event that consent is given by the Council it will not relieve the Service Provider of its obligations under this Contract and the Service Provider will remain responsible for the acts, defaults and neglect of any Sub Contractor or any employee agent of each Sub Contractor as if they were the acts defaults and neglect of the Service Provider. If consent is given to subcontract any part of the Service the Service Provider will ensure that the Sub Contractor agrees with the Council that it will carry out the obligations to the standard required of the Service Provider under the terms of this Contract

17 FORCE MAJEURE

- 17(a) Subject to the provisions of clause 17(b) neither the Service Provider nor the Council shall be liable for any delay or failure in performing its obligations hereunder for any circumstances beyond its reasonable control such as (but not restricted to) flood fire and civil unrest but the Council shall in such circumstances be entitled to take such action as is reasonable and necessary to protect the interest of the Service Users
- 17(b) Save where such delay or failure is caused by the act or omission of the other Party (in which event the rights remedies and liabilities of the Parties shall be those conferred and imposed by the other terms of this Contract and by law):-
 - 17(b)(i) any charges arising from such delay or failure shall be borne by the Party incurring the same

- 17(b)(ii) either Party may if such delay or failure continues for more than 90 (ninety) days terminate this Contract forthwith on giving Notice (as determined by Clause 9) to the other Party in which event neither Party shall be liable to the other by reason of such termination
- 17(c) For the avoidance of doubt "force majeure" shall not include any labour dispute between the Council and its Staff or Service Provider and its Staff or the failure to provide the Service by any of the Service Provider's Subcontractors

18 WAIVER

Failure at any time by either Party to enforce at any time or for any period any one or more of the provisions hereof shall not be construed as a waiver of any such provisions and shall not affect the validity or any part of it or the right of either party to enforce any provision of this Contract in accordance with its terms at any time

19 SEVERANCE

If any provision of this Contract prohibited by law or judged by any court of competent jurisdiction to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract and shall not in any way affect any other circumstances of or the validity or enforcement of this Contract

20 STATUTORY DUTIES

- 20(a) The Council has various statutory duties in relation to this Contract including (but not exclusively) under Part 1 of the Local Government Act 1999 (Best Value) to carry out a regular review of the Service
- 20(b) The Service Provider their staff and Subcontractors must fully co-operate with the Council in complying with any such statutory duty and subject to the provision of the Data Protection Act Legislation the Service Provider must provide to the Council any information facilities and assistance that the Council may reasonably request provided the Council has given the Service Provider reasonable notice and also provided that this does not put the Service Provider to unnecessary cost

21 GOVERNING LAW

It is the responsibility of the Service Provider to comply with all relevant European and English legislation. This Contract shall be governed by and construed in accordance with English Law and the Parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts.

22 CONFLICT OF TERMS

If there is any ambiguity or inconsistency in or between the Contract Documents the Council shall determine, at its sole discretion, the priority of the documents.

23 RIGHTS OF THIRD PARTIES

The Parties to this Contract, except where otherwise expressly stated in this Contract, do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contract (Rights of Third Parties) Act 1999 (or any amendment or re-enactment thereof)

24 REMEDIES CUMULATIVE

Any remedy or right which either party may exercise in relation to a breach shall be in addition to and shall be capable of being exercised without prejudice to all other rights and remedies available under the Contract

25 COUNCIL COMMITTEE MEETINGS

The Service Provider agrees that where requested in writing during the term of this Contract it will ensure that an appropriately authorised representative of the Service Provider shall attend a Committee meeting of the Council, at its own expense, upon being invited to do so by the Council

26 CONCLUSION OF CONTRACT

Upon the expiry or termination of this Contract and upon the Council's request the Service Provider must give (or at the written request of the Council destroy) to the Authorised Officer or any person the Council specifies all data information files records documents and the like (in whatever form that they may be held) which the Council earlier supplied to the Service Provider for the purposes of this Contract or which were produced or augmented by the Service Provider in connection with the carrying out of obligations under this Contract

27 SUSTAINABILITY

The Service Provider will at all times use its best endeavours to source all materials used to provide the Service from sustainable and renewable source and will demonstrate how they contribute to the achievements of the Council's Sustainability Policy and guidance notes

28 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL REGULATIONS 2004 (EIR)

- 28(a) The Service Provider acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 28(b) The Service Provider shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Service Provider acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 28(c) The Service Provider shall :
- 28(c)(i) transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
 - 28(c)(ii) provide the Council, at the Service Provider's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
 - 28(c)(iii) provide, at the Service Provider's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
 - 28(c)(iv) ensure that any Subcontractor also complies with the provisions detailed above
- 28(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.
- 28(e) In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 28(f) The Service Provider acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Service Provider or the Services:

- 28(f)(i) in certain circumstances without consulting the Service Provider; or
- 28(f)(ii) following consultation with the Service Provider and having taken their views into account; provided always that where sub-clause 28(f)(i) above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.
- 28(g) The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by Law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 28(h) The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Contract or otherwise relating to any other party.

29 CONFIDENTIAL INFORMATION

- 29(a) The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Contract and any other information which the Council may from time to time determine as relevant to this Contract and shall not use divulge or communicate the same to any third party without the consent in writing of the Council.
- 29(b) The Service Provider shall at all times keep confidential all information held or known in respect of its past or present Service Users.
- 29(c) [NOT USED]
- 29(d) Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
 - 29(d)(i) treat the other Party's Confidential Information as confidential; and
 - 29(d)(ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent
- 29(e) Clause 29(d) shall not apply to the extent that:
 - 29(e)(i) such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information
 - 29(e)(ii) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner
 - 29(e)(iii) such information was obtained from a third party without obligation of confidentiality
 - 29(e)(iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract
 - 29(e)(v) it is independently developed without access to the other party's Confidential Information.
- 29(f) The Service Provider may only disclose the Council's Confidential Information to the Service Provider's Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Service Provider's Staff are aware of and shall comply with these obligations as to confidentiality.

- 29(g) The Service Provider shall not, and shall procure that the Service Provider's Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.
- 29(h) The Service Provider shall ensure that its Staff, employees and agents are aware of and comply with this Clause 29 and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by the Service Provider, its Staff or agents.
- 29(i) The Service Provider shall ensure that its Staff and agents are aware of and comply with Schedule 3 Service Standards and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 29(j) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
- 29(j)(i) only use the Confidential Information for the purposes of this Contract
 - 29(j)(ii) not disclose any of the Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse
 - 29(j)(iii) not use the Confidential Information for the solicitation of business from the Council
- 29(k) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
- 29(k)(i) to any consultant, contractor or other person engaged by the Council
 - 29(k)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
- 29(l) The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.
- 29(m) The provisions of this Clause shall survive the expiration or termination of this Contract.

30 CONTRACT STATUS AND TRANSPARENCY

- 30(a) Further to the Local Government Transparency Code 2015 the Council is obliged to publish details of expenditure exceeding £500. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract [and any associated tender documentation provided by the Service Provider (the Tender Submission)] is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Contract [or the tender submission] is exempt from disclosure in accordance with the provisions of the FOIA.
- 30(b) Notwithstanding any other term of this Contract, the Service Provider hereby gives his consent for the Council to publish this Contract [and any tender submission] in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 30(c) The Council may consult with the Service Provider to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 30(d) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Contract and any tender Submission.

31 COUNCIL DATA

- 31(a) The Service Provider shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.

- 31(b) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 31(c) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.
- 31(d) The Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back- up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 31(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:
 - 31(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
 - 31(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
 - 31(e)(iii) Transfer of data to and from the system is conducted in a secure manner
- 31(f) If the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:
 - 31(f)(i) require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - 31(f)(ii) itself restore or procure the restoration of Council Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so including the restoration of the Council's Data.
- 31(g) If at any time the Service Provider suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Service Provider proposes to take.
- 31(h) The Service Provider shall check for and delete Malicious Software and if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 31(i) Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause 31(h) above shall be borne by the Parties as follows:
 - 31(i)(i) by the Service Provider where the Malicious Software originates from the Service Provider Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Service Provider); and
 - 31(i)(ii) by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

32 PROTECTION OF PERSONAL DATA

- 32(a) The Service Provider shall:
- 32(a)(i) Process the Personal Data only in accordance with the Data Protection Legislation and in particular GDPR
 - 32(a)(ii) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body
 - 32(a)(iii) Implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected
 - 32(a)(iv) Take reasonable steps to ensure the reliability of any Service Provider Staff who have access to the Personal Data
 - 32(a)(v) Obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or agents for the provision of the Services.
 - 32(a)(vi) Ensure that all Service Provider Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause.
 - 32(a)(vii) The sharing of individual identifiable information between organisations for the provision of coordinated and seamless care must comply with the necessary statutory legal requirement and satisfy the Caldicott principles of safeguarding confidential information.
 - 32(a)(viii) Notify the Council (within five Working Days) if it receives:
 - a) a request from a Data Subject to have access to that person's Personal Data; or
 - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation.
 - 32(a)(ix) Provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
 - a) providing the Council with full details of the complaint or request
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council)
 - d) providing the Council with any information requested by the Council
 - 32(a)(x) Permit the Council (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Service Provider's data processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Contract.

- 32(a)(xi) Provide a written description of the technical and organisational methods employed by the Service Provider for processing Personal Data (within the timescales required by the Council).
 - 32(a)(xii) Not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
 - a) the obligations of a Data Controller under the GDPR by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
 - 32(b) The Service Provider shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
 - 32(c) The Service Provider shall ensure that its Staff, employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.
- 33 DATA PROTECTION**
- 33(a) Both parties will comply with all applicable requirements of the Data Protection Legislation and agree to take account of any guidance issued by the Information Commissioner's Office. This clause 33 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
 - 33(b) Where there is any conflict, ambiguity or inconsistency between this clause (including any associated definitions) and the remainder of this Agreement this clause 33 shall take precedence.
 - 33(c) The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is as set out in this agreement which includes Schedule 8 which sets out the scope, nature and purpose of processing by the Service Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.
 - 33(d) The Service Provider shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.
 - 33(e) The Service Provider shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
 - 33(f) The Data Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - (a) process that Personal Data only in accordance with Schedule 6 unless the Processor is required to do otherwise by Law. If it is so required the Data Processor shall promptly notify the Data Controller before processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the
 - (i) the nature of the data to be protected;
 - (ii) the harm that might result from a Data Loss Event;
 - (iii) the state of technological development; and
 - (iv) the cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 8);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Data Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Data 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 Data Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (E) are obliged to keep the Personal Data confidential; and
 - (F) shall not store any Personal Data on any portable device or media unless that device is encrypted and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:
 - (i) the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Data Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Data Processor 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 Data Controller in meeting its obligations); and
 - (iv) the Data Processor complies with any reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;
 - (e) at the written direction of the Data Controller, delete or return Personal Data (and any copies of it) to the Data Controller on termination of the Agreement unless the Data Processor is required by Law to retain the Personal Data.
- 33(g) Subject to clause 33(h), the Data Processor shall notify the Data Controller immediately if it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;

- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) 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
 - (f) becomes aware of a Data Loss Event.
- 33(h) The Data Processor's obligation to notify under clause 33(g) shall include the provision of further information to the Data Controller in phases, as details become available.
- 33(i) Taking into account the nature of the processing, the Data Processor shall provide the Data Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 33(g) (and insofar as possible within the timescales reasonably required by the Data Controller) including by promptly providing:
- (a) the Data Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Data Controller to enable the Data Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Data Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Data Controller following any Data Loss Event;
 - (e) assistance as requested by the Data Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Data Controller with the Information Commissioner's Office.
- 33(j) The Data Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Data Controller determines that the processing is not occasional;
 - (b) the Data Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Data Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 33(k) The Data Processor shall allow for audits of its Data Processing activity by the Data Controller or the Data Controller's designated auditor.
- 33(l) Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 33(m) Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Data Processor must:
- (a) notify the Data Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Data Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 34(l) such that they apply to the Sub-processor; and
 - (d) provide the Data Controller with such information regarding the Sub-

processor as the Data Controller may reasonably require.

- 33(n) The Data Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 33(o) The Data Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 33(p) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Data Controller may on not less than 30 Working Days' notice to the Data Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 33(q) Where the Parties include two or more Joint Controllers as identified in Schedule 9 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 9 in replacement of Clauses 33(a)-33(p) for the Personal Data under Joint Control.] (to be confirmed with successful Service Provider)

34 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 34(a) Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
 - 34(a)(i) to review the integrity, confidentiality and security of the Council Data;
 - 34(a)(ii) to review the Service Provider's compliance with the Data Protection Act Legislation, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;
- 34(b) The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services.
- 34(c) Subject to the Council's obligations of confidentiality, the Service Provider shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
 - 34(c)(i) All information requested by the Council within the permitted scope of the audit;
 - 34(c)(ii) Reasonable access to any sites controlled by the Service Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - 34(c)(iii) Access to Service Provider Personnel
- 34(d) The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Services.
- 34(e) The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 34(f) The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 34(g) This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Contract which may be conducted as specified in this Contract.

35 EMERGENCY PLANNING

The Service Provider will ensure that it has business continuity plans in place for a range of emergency situations should they arise ie pandemic influenza, powers cuts etc and a copy must be sent to the Council upon request.

36 **SAFEGUARDING**

- 36(a) The Parties acknowledge that the Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006. The Service Provider shall
- 36(a)(i) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
- 36(a)(ii) monitor the level and validity of the checks under this clause 36(a) for each member of the Service Provider's Staff.
- 36(b) The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 36(c) The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 37 have been met.
- 36(d) The Service Provider shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users, children or vulnerable adults.
- 36(e) The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.
- 36(f) Where the Service Specification specifies that the Service or activity to be provided under this Contract involves a Regulated Activity, or the Council otherwise notifies the Service Provider, acting reasonably, that the Service Provider's Staff are required to be subject to a Disclosure and Barring Service check, the Service Provider shall comply with clause 35(b) above..
- 36(g) The Service Provider shall in addition to clauses 35 (a)-(f) above comply with the requirements set out in Schedule 7 (Safeguarding) to this Contract

37 **EQUALITIES**

- 37(a) The Service Provider and any Subcontractor employed by the Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age
- a) in the supply and provision of Service under this Contract, and
- b) in its employment practices.
- 37(b) Without prejudice to the generality of the foregoing, the Service Provider shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or other relevant legislation, or any statutory modification or re-enactment thereof).
- 37(c) In addition, the Service Provider and any sub-contractor or person(s) employed by or under the control of the Service Provider in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination,

harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it

- 37(d) The Service Provider and any Subcontractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by Equality and Human Rights Commission, which give practical guidance to Councils on the elimination of discrimination.
- 37(e) In the event of any finding of unlawful discrimination being made against the Service Provider and any Subcontractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equality and Human Rights Commission over the same period, the Service Provider and any Subcontractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 37(f) The Service Provider and any Subcontractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by Equality and Human Rights Commission, which give practical guidance to Councils on the elimination of discrimination.
- 37(f) The Service Provider and any Subcontractor employed by the Service Provider will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Service Provider's compliance with the above conditions.

38 COMPLAINTS PROCEDURE

- 38(a) The Service Provider shall:
 - 38(a)(i) inform complainants that they may refer their complaint in respect of the services provided under this Agreement direct to the Council;
 - 38(a)(ii) promptly (and in any event within two Working Days of receipt) refer all Formal Complaints received in respect of the services provided on behalf of the Council under this Agreement to the Council for resolution and
 - 38(a)(iii) co-operate fully in any Council investigation into a complaint referred to the Council and provide any documents or information reasonably requested by the Council in relation to the complaint within the timescales specified by the Council.
- 38(b) The Service Provider shall operate a complaints procedure in respect of any services provided under this Agreement, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Service Provider is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:
 - 38(b)(i) is easy to access and understand;
 - 38(b)(ii) informs complainants that they may refer their complaint in respect of services provided under this Agreement direct to the Council;
 - 38(b)(iii) clearly sets out time limits for the Service Provider to respond to complaints referred to it and for keeping the complainant and the Council informed of progress with such complaints;
 - 38(b)(iv) provides confidential record keeping to protect employees under this contract and the complainant
 - 38(b)(v) provides information to management so that services can be improved
 - 38(b)(vi) provides effective and suitable remedies

- 38(b)(vii) is regularly monitored and audited and which takes account of complainant and Council feedback.
- 38(c) The Service Provider shall make its complaints procedure available upon request.
- 38(d) The Service Provider shall ensure that all its employees and persons employed in the performance of this Agreement are made aware of its complaints procedure.
- 38(e) Where the Service Provider is undertaking an investigation into a complaint, the Service Provider shall ensure that, under no circumstances, is the complaint investigated by a member of its staff who may be part of the complaint and that the investigation is carried out by someone who is independent of the matter complained of.
- 38(f) The Service Provider shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 38(g) The Service Provider should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided on behalf of the Council under this Agreement, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Service Provider to fully to co-operate in any such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Service Provider the Service Provider shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

39 INTELLECTUAL PROPERTY

- 39(a) In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Service Provider or any employee, agent or subcontractor of the Service Provider:
 - 38(a)(i) in the course of performing the Services; or
 - 38(a)(ii) exclusively for the purpose of performing the Services, shall vest in the Council on creation.
- 39(b) Unless stated expressly in writing in this Contract, neither Party will acquire any ownership interest in or licence of the other's Intellectual Property by virtue of this Contract
- 39 (c) The Service Provider shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.
- 39(d) This provision shall survive the expiration or termination of the Contract

40 PUBLIC INTEREST DISCLOSURE ('Whistleblowing')

The Service Provider will ensure that its Staff and Sub-contractors are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request.

41 TUPE

Where a Relevant Transfer applies Schedule 5 of this Contract will apply.

42 ENTIRE AGREEMENT

This Contract contains the entire agreement between the Parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

SCHEDULE 1 : THE SPECIFICATION

PLEASE SEE SPECIFICATION IN INVITATION TO TENDER DOCUMENT

DRAFT

SCHEDULE 2 : PERFORMANCE AND MONITORING

During the Term of the Contract the Council may monitor the provision of the Service to the Service Users as follows:

- 1.1 Quarterly monitoring and evaluation meetings may be held between the Service Provider and the Authorised Officer. The Service Provider must complete the Contract Monitoring Template and Performance Monitoring template provided by the Council on a quarterly basis
- 1.2 The Service Provider may be asked to draft a written report for the Council on the provision of the Service to the Service users and email this to the Council's XXXXXXXX at least 2 weeks in advance of the meeting detailing the following:
 - update of the provision the Service to Service Users by the Service Provider
 - progress on meeting the Performance Indicators detailed above
 - Service User feedback on the Service
 - compliance with the contract ie Insurance requirements, payments etc
 - any issues, complaints, comments or compliments regarding the Service
 - finance report on expenditure
 - staff & volunteer that provide the Service (inc training and development)
- 1.3 The Council's XXXXXXXX is to be sent, annually and at the earliest opportunity following completion, two copies of the Service Provider's Annual Audited Accounts.
- 1.4 Other monitoring processes and visits to the Service may be undertaken by the Authorised Officer. The Service Provider must undertake to co-operate and allow reasonable access to staff and service records upon request, for monitoring purposes.
- 1.5 A Service Review may take place 12 months prior to the end of the Term to evaluate the effectiveness of the Service and a report will be required of the Service Provider detailing:

aggregated monitoring information for the Term
a report against the Performance Indicators/Outcomes and Outputs
the changing need/demand of Service Users using the Service (and) likely to be using the Service in the future
improvements new initiatives and problems that need to be considered or resolved
evaluation participation: Hear by Right standards & satisfaction survey

Officers of the Council may seek to monitor this Contract by:

- 1.6 visiting the premises where the Service is provided (announced or unannounced from time to time) to undertake a review on any or all aspects of the operation of the Service and compliance by the Service Provider with the terms set out in this Contract. The Council will have careful regard to the nature of the Service provided and shall when on premises controlled by the Service Provider respect Service Provider's rules as to security health and safety.
- 1.7 carrying out a quality assurance exercise which may involve contacting Service Users and/or their families and friends and ascertaining their views on the provision of the Service at the premises where the Service is provided.

The Service Provider will:

- 1.8 allow Officers of the Council access to the premises where the Service is provided (upon the production by Council Officers of an identity badge) to carry out a monitoring visit. This may include viewing the premises and all areas used for the provision of the Service such as Service Users' bedrooms (Council Officers shall have regard to Service Users' privacy) communal areas, kitchen,

- bathrooms, halls (and any areas that a Service User can gain access to) to monitor and observe the provision of the Service to Service Users as required under the terms of this Contract.
- 1.9 give assistance to Council Officers and prompt access to any file information or record it holds in respect of the Service User or the provision of Service to the Service Users as required by this Contract.
 - 1.10 Provide information to the Council that evidences that systems are in place and being used and the Service is being provided as required by this Contract
 - 1.11 allow Officers of the Council to speak to Service User's and Staff in private (the Council shall have regard to the Service Users needs and Staff needed on duty to provide the Service)
 - 1.12 access to all records or information on Service Users or the provision of the Service (this may include informal records such as staff handover book, staff rota)
 - 1.13 upon request provide photocopies of documentation (subject to the Council contributing to the Service Provider's reasonable photocopy costs)
 - 1.14 supplying to the Council upon request the names of Service Users who utilise the Service and/or any contact details the Service Provider holds for next of kin or family / friends of the Service User for the purpose of contacting them to ascertain their views of the Service provided.
 - 1.15 meet reasonable requests by Officers for information in order to investigate complaints made by Service Users; or to assess the financial viability of the Service Provider, the reliability of care provision throughout the Contract period, consistency and standards of care, the Service User's and/or their representative's views of the Service.
 - 1.16 The Service Provider will ensure that it obtains any necessary consent from Staff and/or Service Users to allow the Council access to files to monitor the provision of the Service.
 - 1.17 Will supply information which the Council may request from time to time in order to comply with Department of Health or Department of Children, Schools and Families requirements

SCHEDULE 3 : SERVICE STANDARDS

1. GUIDING PRINCIPLES FOR CHILDREN SERVICES

The Service Provider will provide a Service that is:

- 1.1 Safe – the Service Provider ensure the safety of Service Users and support Staff in the provision of the Service. This includes practice around needs assessments, risk assessments, safe recruitment, adherence to the procedures prescribed by Shropshire's Safeguarding Children Board (SSCB) in relation to keeping children safe and general Health and Safety.
- 1.2 Inclusive – the Service Provider will seek to address and avoid ways in which children and young people (Service Users) are marginalised and subjected to discrimination. This includes conduct by Staff and a can-do approach, which seeks make children feel accepted and included.
- 1.3 Enabling – the Service Provider will encourage the rights of children and young people (Service Users) to make decisions about their own lives. This includes respect for confidentiality, fostering independence, enabling children and young people to reach their potential in childhood and subsequent adulthood. This also includes working in partnership with parents to achieve the same outcome.
- 1.4 Cooperative – the Service Provider will work in partnership with the key stakeholders in the Service : the commissioning organisation, the referrer parents, children (Service Users), representatives from inspection or development agencies, representatives from forums representing Service Users and others, when necessary. This includes regular contract monitoring with the commissioning organisation and TUPE arrangements relating to change of providers. It also includes a commitment to work with and thus develop resources in the local community, for the long term benefit of families and children living in Shropshire.
- 1.5 Compliant – the Service Provider will work within the terms of this Contract, with skill, care and diligence. This includes compliance quality standards within this Contract, all statutory provision and guidance which apply to the Service and are issued by a registration body.

It is essential that all Staff that provide the Service are recruited to the Service meet the requirements of any relevant legislation (such as the Care Standards Act 2000 National Minimum Standard) and that all current Staff actively work towards these. It is essential that the Service Provider can prove that all managers can manage and are supported to achieve a Level 4 equivalent management qualification.

The Service Provider will ensure that all Staff receive effective supervision, appraisal and training on a regular basis.

- 1.6 Flexible – the Service Provider shall be able to respond quickly, thoughtfully and positively to the changing needs of the stakeholders and the wider strategic context. This principle is particularly important in the current context of further expected change: development of personalisation, SEND reforms, changes to public services and the ongoing challenge to seek more efficient ways of working
- 1.7 Transparent – the Service Provider will produce accurate, timely and comprehensive information about their Service in clear and simple language. This includes dealing with complaints and feedback, information about income and costs of the Service. Information will be required on time and in line with Schedule 2 Performance and Monitoring.

- 1.8 Self-aware – the Service Provider will promote a culture of learning and active participation with children (Service Users) and parents. It includes actively seeking feedback on its own performance, strengths and weaknesses. It uses the findings to improve performance, efficiency and to keep its range of activities fresh and popular.
- 1.9 Accountable – The Service Provider will have a reliable, trustworthy and robust infra-structure and leadership to manage the contractual requirements which contribute to the delivery of a safe and high quality Service. This includes assessment of Service Users needs, risk assessment of activities, management of finance and budget, management of information (service users, activities, impact) and relationship with stakeholders, approach to organisational policies and procedures, quality assurance and safe record keeping.
- 1.10 Good value for money – The Service Provider will make the best use of its resources and gives consideration to long-term sustainability. This includes seeking to avoid duplication, seeking best value with Subcontractors and its supply chain. This also includes putting any contributions made by parents to best use. This can also include seeking additional income from other sources to support the provision.

2. INFORMATION FOR SERVICE USERS

The Service Provider will produce information detailing the Services its philosophy and operation and ensure that it is available in an accessible format to all Service Users the Council and relevant agencies. The information must identify how a Service Users can make a complaint and policies concerning equal opportunities and confidentiality and when confidentiality will be breached.

3. PARTICIPATION

The Service Provider will ensure that:

- 3.1 Views (including complaints) of children/young people/families/carers about the Service are sought and recorded.
- 3.2 Children/young people/families/carers participate in the life of the Service in a range of ways.
- 3.3 The participation of children/young people/families/carers has made a difference to the way the Service is delivered.
- 3.4 The participation of children/young people/families/carers has made a difference to the way influencing on policy or practice locally or nationally is done.

4. COMPLAINTS

The Service Provider will in addition to its obligations under clause 38 (Complaints) ensure that:

- 4.1 ensure that it has an effective and easy to use complaints procedure.
- 4.2 make it easy for children, young people, Service Users and their families to raise concerns.
- 4.3 ensure that the Complaints Procedure follows specified timescales and has informal and formal parts.
- 4.4 make information about the complaints procedure widely known and may include information about the Social Services Complaints Procedure under Section 26 of the Children Act.
- 4.4 ensure that a suitable person investigates all aspect of the complaint promptly, decides whether the complaint is upheld and recommend remedies to be carried out within a specified timescale. That same person should ensure the child or young person Service User gets feedback about the outcome of his/her complaint and knows what to do if he/she is dissatisfied with the outcome.
- 4.5 make sure that any solutions are put in place straight away or within a set timescale.

- 4.6 record all complaints, both formal and informal and analyses the data annually and ensure that lessons are learned from the analysis and action taken where necessary.
- 4.7 keep accurate and complete written records of all complaints received and the responses to them and if required to do so by a Council' Officer shall make such records available to the Council.
- 4.8 assist the Council investigating a complaint by a Service User and participate in all complaint investigations within the timescales requested by the Council in accordance with SSCB procedures.
- 4.9 ensure that any complaint regarding possible physical, psychological, financial, sexual or discriminatory abuse or neglect should be reported immediately to COMPASS on 0345 678 9021 or 0345 678 9040 (after 5pm or weekends) and confirmed in writing as soon as reasonably practical but no later than five working days.
- 4.10 ensure that where a complaint is made against a member of the Staff this shall be investigated in accordance with the documented complaints procedure of the Service Provider. The Council's Multi Agency Adult Protection Policies and Procedures or Local Safeguarding Children Board Procedures should be followed and strictly adhered to in any case of actual or suspected abuse in all such cases the Service Provider shall notify the Council's Commissioning and Procurement Team of any complaints and actions taken in individual cases and the nature of the complaint if it is from a Service User.

5. POLICIES, PROCEDURES AND GUIDANCE

- 5.1 The Service Provider will ensure that it has appropriate policies, procedures and guidance in place for the provision of the Service and as a minimum on:
 - 5.1.1 Operational policies on the recruitment, management and training of Staff .
 - 5.1.2 Grievance and disciplinary procedures.
 - 5.1.3 Health and Safety Policy
 - 5.1.4 Confidentiality record keeping and security policy.
 - 5.1.5 Lone/out of hours working policy.
 - 5.1.7 Risk Management policy and procedure.
 - 5.1.8 Complaints Policy
- 5.2 The Service Provider will ensure that all Staff used to provide the Service have access to copies of the Council's Safeguarding Children's Board Procedures and the Whistleblowing Policy
- 5.3 The Service Provider will ensure that all Staff have seen copies of the policies and procedures listed above in 5.1 and 5.2 (that are relevant to their duties and responsibilities) and sign a form (which will be held on their Staff file) which indicates that they have seen read and understood them

6. STAFF AND TRAINING

The Service Provider will ensure that:

- 6.1 all Staff are trained to do their job to a high standard and will access the appropriate and required training offered by the Council.
- 6.2 all Staff have clear job descriptions and person specifications and are sufficiently skilled with the required knowledge experience and training to undertake the role.
- 6.3 all Staff understand service structure, lines of accountability, policies and procedures and how their role is to be carried out and the responsibilities and outcomes for Service Users are achieved.
- 6.4 all Staff working in the Service with direct contact with Service Users undergo an enhanced search by the Disclosure and Barring Service (DBS)

- 6.5 it follows guidance issued by the DBS as to the level of disclosure required for each staff post and ensure that the code of practice for the DBS is strictly adhered to.
- 6.6 it keeps itself informed of and complies with all current legislation regarding the vetting and barring of Staff in particular the Safeguarding Vulnerable Groups Act 2006
- 6.7 the identity of all Staff will be verified prior to employment as will the authenticity of qualifications.
- 6.8 in the event of agency staff being used the Service Provider must ensure that the Agency has carried out thorough checks, including references and DBS clearance and that those staff are suitably skilled and trained to deliver the service.
- 6.9 conditions of service, salaries, taxes, National Insurance and all levies of any kind relating to the employment of persons employed by the Service Provider.
- 6.10 it notifies the Council of any of its Staff whose conduct places a Service User at risk or might bring the Council into disrepute and will ensure that they are the subject of immediate investigation by the Service Provider and dealt with to the satisfaction of the Council which might direct that the employee be removed from activities or the provision of the Service.

7 RECORD KEEPING

- 7.1 The Service Provider's facilities for storing records such as filing cabinets must be lockable and in a secure environment. Evidence must be available that any statutory requirements relating to the premises have been complied with.
- 7.2 Information recorded in respect of each Service User will meet regulatory standards in the case of regulated Services. Non statutory Services will ensure that essential records are kept regarding the support of all Service Users including identifying data, referral and allocation documents, support plans and service commencement date and termination date.
- 7.3 A register of all Staff must be maintained which should include the following information
 - 7.3.1 name, address and telephone number
 - 7.3.2 position held and hours worked
 - 7.3.3 emergency contact - name, address and telephone number
 - 7.3.4 date of issue of identification and retrieval if appropriate
 - 7.3.5 recruitment details including references, evidence of DBS disclosure and interview
 - 7.3.6 induction and training records
 - 7.3.7 copies of training certificates and qualifications
- 7.4 The Service Provider will ensure that each member of Staff are made aware that their files (with their permission) may be inspected by officers of the Council for the purpose of monitoring
- 7.5 In accordance with Caldicott recommendations and confidentiality requirements the Service Provider will ensure that:
 - 7.5.1 Service Users are able to find out how the Service Provider deals with confidential and sensitive information about them and should be given a leaflet (or other communication relevant to their level of understanding) that clearly explains what information is kept on them and how they can access this.
 - 7.5.2 Service Users and Staff have access to their personal records in private and as quickly as possible if requested and no later than 40 days whilst considering the interest of any third party information which can only be given with the third party's permission.
 - 7.5.3 When the Service User has examined the records they are signed and dated by a member of Staff to show they have been examined and by the Service User when possible.

- 7.5.4 Staff are required to sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.
- 7.5.5 It has a policy document that details Staff Code of Conduct in relation to confidentiality. This document must be shared with and understood by Staff used to provide the Service and regularly updated.
- 7.5.6 Staff induction contains training on confidentiality procedures. Staff files should evidence the date and nature of the induction on confidentiality that was given to new Staff.
- 7.5.7 Confidential and security training needs should be assessed on an ongoing basis taking into account the role of each member of Staff used to provide the Service and this should be done annually
- 7.5.8 Staff contracts explicitly mention confidentiality and disclosure issues
- 7.5.9 The flows of Service User information are reviewed
- 7.5.10 Information collections have a named owner (member of Staff) who is responsible for protecting access
- 7.5.11 Confidential information on Service Users is safeguarded so that unauthorised people do not gain access to it.
- 7.5.12 Protocols governing the sharing of Service User information with other organisations is agreed and understood
- 7.5.13 A named individual is appointed who will have responsibility for data security
- 7.5.14 It has a programme to review typical risks regarding Service Users identifiable information
- 7.5.15 Incidents involving security breaches are anticipated and dealt with appropriately
- 7.5.16 Security issues are monitored and reported
- 7.5.17 Passwords are used to safeguard information held on computer regarding the Service
- 7.5.18 Only authorised persons have access to information and only if they need it to carry out their roles.
- 7.5.19 If it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification

SCHEDULE 4 : FINANCE (NOT USED)

SCHEDULE 5 EMPLOYMENT PROVISIONS

Unless otherwise stated, the following definitions shall apply:

Data Protection Legislation: the Data Protection Act 1998 GDPR, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

"Direct Loss" all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of reasonably and necessarily incurred legal or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses;

Effective Date: the date(s) on which the Services (or any part of the Services), transfer from the Council or any Former Provider to the Service Provider or Sub-Contractor, and a reference to the Effective Date shall be deemed to be the date on which the employees in question transferred or will transfer to the Service Provider or Sub-Contractor.

Employee Liability Information: the information that a transferor is obliged to notify to a transferee under regulation 11 of the Employment Regulations :

- (a) the identity and age of the employee;
- (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);
- (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years;
- (d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the Service Provider arising out of the employee's employment with the transferor;
- (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.

Employee Liabilities: all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;

- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

Employment Regulations: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Acquired Rights Directive ;

Former Provider: a provider supplying services to the Council before the Service Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such Provider (or any sub-contractor of any such sub-contractor);

Indirect Losses means loss of profits (other than profits directly and solely attributable to carrying on of the Business), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis;

Notified Sub-contractor: a Sub-contractor identified in Annex D to whom Transferring Council Employees and/or Transferring Former Provider Employees will transfer on a Relevant Transfer Date;

Service Provider Personnel: all directors, officers, employees, agents, consultants and contractors of the Service Provider and/or any Sub-contractor engaged in the performance of the Service Provider's obligations under this Contract;

Service Provider's Final Personnel List: a list provided by the Service Provider of all Service Provider Personnel who will transfer under the Employment Regulations on the Service Transfer Date;

Service Provider's Provisional Personnel List: a list prepared and updated by the Service Provider of all Service Provider Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Service Provider and who are expected, if they remain in the employment of the Service Provider or of any sub-contractor as the case may be until immediately before the termination date or the expiry date of the (as appropriate), would be Transferring Service Provider Employees;

Relevant Transfer: a transfer of employment to which the Employment Regulations applies;

Replacement Services: any services which are the same as or substantially similar to the Services and which the Council receives in substitution for any of the Services following the expiry or termination of Partial Termination of this Agreement, whether those services are provided by the Council internally and/or by any third party;

Replacement Provider: any third party provider of Replacement Services appointed by the Council from time to time (or where the Council is providing replacement Services for its own account, the Council);

Replacement Sub-contractor: a sub-contractor of the Replacement Provider to whom Transferring Service Provider Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-contractor);

Retendering Information: as defined in paragraph 6.10;

Service Transfer: any transfer of the Services (or any part of the Services), for whatever reason, from the Service Provider or any Sub-contractor to a Replacement Provider or a Replacement Sub-contractor;

Service Transfer Date: the date on which the Services (or any part of the Services), transfer from the Service Provider or Sub-Contractor to the Council or any Replacement Provider giving rise to a Relevant Transfer;

Staffing Information: in relation to all persons identified on the Service Provider's Provisional Personnel List or Service Provider's Final Personnel List, as the case may be, such information as the Council may reasonably request (subject to all applicable provisions of the Data Protection Legislation, but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other Employee Liability Information

Sub-Contractor: the contractors engaged by the Service Provider to provide goods, services or works to, for or on behalf of the Service Provider for the purposes of providing the Services to the Council.

Transferring Former Provider Employees: employees of a Former Provider whose contracts of employment transfer with effect from the Effective Date to the Service Provider or Sub-contractor by virtue of the application of the Employment Regulations. An indicative list of the Transferring Former Provider Employees, as at the date of execution of the Agreement, is attached at Annex C.

Transferring Service Provider Employees: those employees of the Service Provider and/or the Service Provider's Sub-contractors wholly or mainly engaged in the provision of the Services as the case may be as immediately before the expiry date or the termination date of the Agreement to whom the Employment Regulations will apply on the Service Transfer Date whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a Replacement Service Provider

2. INTERPRETATION

Where a provision in this Schedule imposes an obligation on the Service Provider to provide an indemnity, undertaking or warranty, the Service Provider shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Council, Former Provider, Replacement Provider or Replacement Sub-contractor, as the case may be.

3. TRANSFER OF EMPLOYEES TO THE PROVIDER ON THE EFFECTIVE DATE

3.1 The Council and the Service Provider agree that where the identity of the provider of any of the Services changes, this shall constitute a Relevant Transfer and the contracts of employment of any Transferring Former Provider Employees shall transfer to the Service Provider or Sub-Contractor. The Service Provider shall comply and shall procure that each Sub-Contractor shall comply with their obligations under the Employment Regulations. The Relevant Transfer shall occur on the Effective Date.

3.2 NOT USED

3.3 Subject to paragraph 3.4, the Council shall indemnify and keep indemnified the Service Provider against any losses, except indirect losses incurred by the Service Provider or any relevant Sub-Contractor in connection with any claim or demand by any Transferring Council Employee arising out of the employment of any Transferring Council Employee. This indemnity shall apply provided that it arises from any act, fault or omission of the Council in relation to any Transferring Council Employee prior to the Effective Date (except where such act, fault or omission arises as a result of the Service Provider or any relevant Sub-Contractor's failure to comply with regulation 13 of the Employment Regulations) and any such claim is not in connection with the transfer of the Services by virtue of the Employment Regulations on the Effective Date.

3.4 The Service Provider shall be liable for and indemnify and keep indemnified the Council and any Former Provider against any Employment Liabilities arising from or as a consequence of:

- (i) any proposed changes to terms and conditions of employment the Service Provider or Sub-Contractor may consider taking on or after the Effective Date;
- (ii) any of the employees informing the Council and any Former Provider they object to being employed by the Service Provider or Sub-Contractor; and
- (iii) any change in identity of the Transferring Council Employees' and Transferring Former Provider Employees' employer as a result of the operation of the Employment Regulations or as a result of any proposed measures the Service Provider or Sub-Contractor may consider taking on or after the Effective Date.

3.5 The Service Provider shall be liable for and indemnify and keep indemnified the Council [and any Former Provider] against any failure to meet all remuneration, benefits, entitlements and outgoings for the Transferring Former Provider

Employees, and any other person who is or will be employed or engaged by the Service Provider or any Sub-Contractor in connection with the provision of the Services, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions, termination costs and otherwise from and including the Effective Date.

3.6 The Service Provider shall immediately on request by the Council [and/or the Former Provider] provide details of any measures that the Service Provider or any Sub-Contractor of the Service Provider envisages it will take in relation to any Transferring Former Provider Employees, including any proposed changes to terms and conditions of employment. If there are no measures, the Service Provider will give confirmation of that fact, and shall indemnify the Council and any Former Provider against all Employment Liabilities resulting from any failure by it to comply with this obligation.

4. NOT USED

5. PROCUREMENT OBLIGATIONS

Where in this schedule the Council accepts an obligation to procure that a Former Provider does or does not do something, such obligation shall be limited so that it extends only to the extent that the Council's contract with the Former Provider contains a contractual right in that regard which the Council may enforce, or otherwise so that it requires only that the Council must use reasonable endeavours to procure that the Former Provider does or does not act accordingly.

6. RETENDERING AND PRE-SERVICE TRANSFER OBLIGATIONS

6.1 The Service Provider agrees that within 20 Working Days of the earliest of:

- (a) receipt of a notification from the Council of a Service Transfer or intended Service Transfer;
- (b) receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
- (c) the date which is 12 months before the end of the Term; and
- (d) receipt of a written request of the Council at any time (provided that the Council shall only be entitled to make one such request in any six month period),

it shall provide at no cost to the Council and in a suitably anonymised format so as to comply with the Data Protection Legislation, the Service Provider's Provisional Personnel List, together with the Staffing Information in relation to the Service Provider's Provisional Personnel List and it shall provide an updated Service Provider's Provisional Personnel List at such intervals as are reasonably requested by the Council.

6.2 At least 28 Working Days prior to the Service Transfer Date, the Service Provider shall provide to the Council or at the direction of the Council to any Replacement Provider and/or any Replacement Sub-contractor:

- (a) the Service Provider's Final Personnel List, which shall identify which of the Service Provider Personnel are Transferring Service Provider Employees; and
- (b) the Staffing Information in relation to the Service Provider's Final Personnel List (insofar as such information has not previously been provided).

6.3 The Council shall be permitted to use and disclose information provided by the Service Provider under clause 6.1 and clause 6.2 for the purpose of informing any prospective Replacement Provider and/or Replacement Sub-contractor.

6.4 The Service Provider:

- (a) shall promptly notify the Council forthwith in writing of any material changes to the information provided pursuant to clause 6.1 and clause 6.2 as and when such changes arise; and
- (b) warrants, for the benefit of the Council, any Replacement Provider, and any Replacement Sub-contractor that all information provided pursuant to clause 6.1 and clause 6.2 shall be true and accurate in all material respects at the time of providing the information.

6.5 From the date of the earliest event referred to in clause 6.1(a), clause 6.1(b) and clause 6.1(c), the Service Provider agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the Service Provider's Provisional Personnel List and shall not without the approval of the Council (not to be unreasonably withheld or delayed):

- (a) replace or re-deploy any Service Provider Personnel listed on the Service Provider Provisional Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
- (b) make, promise, propose or permit any material changes to the terms and conditions of employment of the Service Provider Personnel (including any payments connected with the termination of employment);
- (c) increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Service Provider Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Service Provider's Provisional Personnel List;
- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Service Provider's Provisional Personnel List save by due disciplinary process, and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Council or, at the direction of the Council, any Replacement Provider and any Replacement Sub-contractor of any notice to terminate employment given by the Service Provider or relevant Sub-contractor or received from any persons listed on the Service Provider's Provisional Personnel List regardless of when such notice takes effect.

6.6 During the Term, the Service Provider shall provide, and shall procure that each Sub-contractor shall provide, to the Council any information the Council may reasonably require relating to the manner in which the Services are organised, which shall include:

- (a) the numbers of employees engaged in providing the Services;
- (b) the percentage of time spent by each employee engaged in providing the Services; and
- (c) a description of the nature of the work undertaken by each employee by location.

6.7 The Service Provider shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Council, any Replacement Provider and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Service Provider Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to

enable the Transferring Service Provider Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Service Provider shall provide, and shall procure that each Sub-contractor shall provide, to the Council or, at the direction of the Council, to any Replacement Provider and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Service Provider's Final Personnel List who is a Transferring Service Provider Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

6.8 The Council regards compliance with this paragraph 6 as fundamental to the Agreement. In particular, failure to comply with paragraphs 6.1 and 6.2 in respect of the provision of accurate information about the Transferring Service Provider Employees shall entitle the Council to suspend payment of the Charges until such information is provided, or indefinitely. The maximum sum that may be retained under this paragraph 6.8 shall not exceed an amount equivalent to the Charges that would be payable in the three month period following the Service Provider's failure to comply with paragraphs 6.1 or 6.2, as the case may be.

6.9 Any change to the Staffing Information which would increase the total employment costs of the staff in the six months prior to termination of this Agreement shall not (so far as reasonably practicable) take place without the Council's prior written consent, unless such changes are required by law. The Service Provider shall supply to the Council full particulars of such proposed changes and the Council shall be afforded reasonable time to consider them.

6.10 The Service Provider shall indemnify and shall keep indemnified in full the Council and at the Council's request any Replacement Provider against all Direct Losses arising from any claim by any party as a result of the Service Provider or sub-contractor failing to provide or promptly to provide the Council and/or any Replacement Provider where requested by the Council with any information required under this Clause 6.1 to 6.4 inclusive ("the Retendering Information") and/or Employee Liability Information or to provide full Retendering Information and/or Employee Liability Information or as a result of any material inaccuracy in or omission from the Retendering Information and/or Employee Liability Information provided that this indemnity shall not apply to the extent that such information was originally provided to the Service Provider or any sub-contractor by the Council and was materially inaccurate or incomplete when originally provided.

7. EMPLOYMENT REGULATIONS EXIT PROVISIONS

7.1 The Council and the Service Provider acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Provider and/or a Replacement Sub-contractor. Such change in the identity of the provider of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Council and the Service Provider further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Service Provider and the Transferring Service

Provider Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Provider and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Service Provider Employee.

7.2 The Service Provider shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Service Provider Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Service Provider Employees and other employees or former employees of the Service Provider or each Sub-contractor (who had been engaged in the provision of the Services) arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Service Provider and/or the Sub-contractor (as appropriate); and (ii) the Replacement Provider and/or Replacement Sub-contractor.

7.3 Subject to clause 7.4, the Service Provider shall indemnify the Council and/or the Replacement Provider and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring Service Provider Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- (a) any act or omission of the Service Provider or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
- (b) the breach or non-observance by the Service Provider or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Service Provider Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Service Provider Employees which the Service Provider or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Service Provider Employees arising from or connected with any failure by the Provider or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory Council in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Service Provider Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Service Provider Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Service Provider to the Council and/or Replacement Provider and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory

authority relates to financial obligations arising on or before the Service Transfer Date;

(e) a failure of the Service Provider or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Service Provider Employees in respect of the period up to (and including) the Service Transfer Date);

(f) any claim made by or in respect of any person employed or formerly employed by the Service Provider or any Sub-contractor other than a Transferring Service Provider Employee for whom it is alleged the Council and/or the Replacement Provider and/or any Replacement Sub-contractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

(g) any claim made by or in respect of a Transferring Service Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Service Provider Employee relating to any act or omission of the Service Provider or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Council and/or Replacement Provider to comply with regulation 13(4) of the Employment Regulations.

7.4 The indemnities in clause 7.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Provider and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

(a) arising out of the resignation of any Transferring Service Provider Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Provider and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or

(b) arising from the Replacement Provider's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

7.5 If any person who is not a Transferring Service Provider Employee claims, or it is determined in relation to any person who is not a Transferring Service Provider Employee, that his/her contract of employment has been transferred from the Service Provider or any Sub-contractor to the Replacement Provider and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

(a) the Council shall procure that the Replacement Provider shall, or any Replacement Sub-contractor shall, within five Working Days of becoming aware of that fact, give notice in writing to the Service Provider; and

(b) the Service Provider may offer (or may procure that a Sub-contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Provider and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

7.6 If such offer is accepted, or if the situation has otherwise been resolved by the Service Provider or a Sub-contractor, the Council shall procure that the Replacement Provider shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

- 7.7 If after the 15th Working Day period specified in clause 7.5(b) has elapsed:
- (a) no such offer of employment has been made;
 - (b) such offer has been made but not accepted; or
 - (c) the situation has not otherwise been resolved
- the Council shall advise the Replacement Provider and/or Replacement Sub-contractor, as appropriate that it may within five Working Days give notice to terminate the employment or alleged employment of such person.
- 7.8 Subject to the Replacement Provider and/or Replacement Sub-contractor acting in accordance with the provisions of clause 7.5 to clause 7.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Service Provider shall indemnify the Replacement Provider and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of clause 7.7 provided that the Replacement Provider takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 7.9 The indemnity in clause 7.8:
- (a) shall not apply to:
 - (i) in any case in relation to any alleged act or omission of the Replacement Provider and/or Replacement Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or
 - (ii) any claim that the termination of employment was unfair because the Replacement Provider and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and
 - (b) shall apply only where the notification referred to in clause 7.5(a) is made by the Replacement Provider and/or Replacement Sub-contractor to the Provider within six months of the Service Transfer Date.
- 7.10 If any such person as is described in clause 7.5 is neither re-employed by the Service Provider or any Sub-contractor nor dismissed by the Replacement Provider and/or Replacement Sub-contractor within the time scales set out in clause 7.5 to clause 7.7, such person shall be treated as a Transferring Service Provider Employee and the Replacement Provider and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.
- 7.11 Not Used.
- 7.12 The Service Provider shall, and shall procure that each Sub-contractor shall, promptly provide to the Council and any Replacement Provider and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Council, the Replacement Provider and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Council shall procure that the Replacement Provider and/or Replacement Sub-contractor, shall promptly provide to the Service Provider and each Sub-contractor in writing such information as is necessary to enable the Service Provider and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 7.13 Subject to clause 7.14, the Council shall procure that the Replacement Provider indemnifies the Service Provider on its own behalf and on behalf of any

Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Service Provider Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Service Provider Employee) arising from or as a result of:

- (a) any act or omission of the Replacement Provider and/or Replacement Sub-contractor;
- (b) the breach or non-observance by the Replacement Provider and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Service Provider Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Service Provider Employees which the Replacement Provider and/or Replacement Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Service Provider Employees arising from or connected with any failure by the Replacement Provider and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (d) any proposal by the Replacement Provider and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Service Provider Employees on or after their transfer to the Replacement Provider or Replacement Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Service Provider Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Replacement Provider or Replacement Sub-contractor to, or in respect of, any Transferring Service Provider Employee on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Service Provider in writing;
- (f) any proceeding, claim or demand by HMRC or other statutory Council in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Service Provider Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Service Provider Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Service Provider or Sub-contractor, to the Replacement Provider or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- (g) a failure of the Replacement Provider or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Service Provider Employees in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Service Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Service Provider Employee relating to any act

or omission of the Replacement Provider or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

7.14 The indemnities in clause 7.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Service Provider and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Service Provider and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.

7.15 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer to a Replacement Provider will be fulfilled.

7.16 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to clause 6 and 7, to the extent necessary to ensure that any Replacement Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Provider by the Service Provider or the Council in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

7.17 Despite clause 7.16, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Agreement without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

Annex A. Admission Agreement (Not Used)

Annex B. Transferring Council Employees

There are no Transferring Council Employees

Annex C. Transferring Former Provider Employees

Schedule 6
Outcomes/Performance Indicators

DRAFT

SCHEDULE 7

Safeguarding

Shropshire Safeguarding Children's Board (SSCB) has defined procedures aimed at all those working (including volunteers) in SSCB partner agencies and in private, voluntary or community sector organisations with responsibilities for children and young people ("children") living in Shropshire.

The SSCB procedures have been written so that they are consistent with Working Together (2015) and to be part of the wider goal of improving the overall wellbeing of children. They focus on the 'Staying Safe' outcome and provide a framework for an integrated approach to safeguarding children from harm.

1. **To fulfill their commitment to safeguard and promote the welfare of children, all organisations that provide services for children need to have the following in place (and provide evidence to the Council if requested to do so):**
 - i) Clear priorities for safeguarding and promoting the welfare of children explicitly stated in strategic policy documents;
 - ii) A clear commitment by senior management to the importance of safeguarding and promoting children's welfare;
 - iii) A clear line of accountability within the organisation for work on safeguarding and promoting the welfare of children; roles and accountability for taking action and reporting internally and between agencies is properly defined and understood by those involved
 - iv) Recruitment and human resources management procedures that take account of the need to safeguard and promote the welfare of children, including safe recruitment policies and practices, including enhanced Disclosure and Barring Service (DBS) checks, for all staff, including agency staff, students and volunteers, working with children (as per the guidance of the Disclosure and Barring Service DBS).
 - v) Procedures for dealing with allegations of abuse against members of staff and volunteers;
 - vi) Arrangements to ensure that all staff receive supervision and undertake appropriate training to equip them to carry out their responsibilities effectively, and keep this up to date by refresher training at regular intervals; and that all staff, including temporary staff and volunteers who work with children, are made aware of the establishment's arrangements for safeguarding and promoting the welfare of children and their responsibilities for that
 - vii) Policies to safeguard and promote the welfare of children including a child protection policy, and procedures that are in accordance with Shropshire's Safeguarding Children Board procedures;
 - viii) Their own complaints procedure for Service Users;

- ix) Arrangements to work effectively with other organisations to safeguard and promote the welfare of children, including arrangements for sharing information;
- x) Culture of listening to and engaging in dialogue with children and seeking their views in ways appropriate to their age and understanding, and taking account of those both in individual decisions and the establishment or development of services; and,
- xi) Appropriate whistle blowing procedures and a culture that enables issues about safeguarding and promoting the welfare of children to be addressed

2. All Staff who work with children, families and Service Users should be able to:

- i) Understand the risk factors and recognise children in need of help including Early Help and/or safeguarding
- ii) Recognise the needs of parents who may need extra help in bringing up their children, and know where to refer for help;
- iii) Recognise the risks of abuse to an unborn child;
- iv) Contribute to enquiries from other professionals about a child and their family or carers;
- v) Liaise closely with other agencies including other health professionals
- vi) Plan and respond to the needs of children and their families, particularly those who are vulnerable
- vii) Contribute to planning support for children at risk of Significant Harm e.g. children living in households with domestic violence, parental substance misuse;
- viii) Help ensure that children who have been abused and parents under stress (e.g. who have mental health problems) have access to services to support them;
- ix) Play an active part, through the Child Protection Plan, in safeguarding children from Significant Harm;
- x) As part of generally safeguarding children and young people, provide ongoing promotional and preventative support through proactive work with children, families and expectant parents

3. The Service Provider will adhere to Shropshire's Safeguarding Children's Board Procedures which means that the following situations will need to be reported appropriately:

- i) Situations where children or young people are thought to be at risk of significant harm need to be reported to COMPASS and to the Providers Service Manager.

- (ii) Situations where there is a concern about a vulnerable adult need to be reported to COMPASS and to the Service Provider's service manager.
- iii) Situations where there are safeguarding concerns about Service Provider staff or volunteers need to be reported by the Service Provider to the Council's Designated Officer, COMPASS and the Commissioner.

COMPASS :

0345 678 9021

0345 678 9040 (after 5pm or weekends)

4. The Service Provider must ensure that it follows the guidance of the Disclosure and Barring Service (DBS) and complies with the requirements of the Shropshire Safeguarding Children's Board and shall ensure that it undertakes enhanced disclosure DBS checks prior to its Staff volunteers or other persons under its control commencing work on the Services to be provided to the Council and shall monitor the level and validity of the checks for each member of Staff, volunteer or other person under its control during the term of this C

SCHEDULE 8

Processing, Personal Data and Data Subjects

The Service Provider shall comply with any further written instructions with respect to processing by the Council.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Data Controller and Data Processor – to be amended if it is agreed that both Parties are Joint Controllers	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Data Controller and the Contractor is the Data Processor in accordance with Clause 33(a)
Subject matter of the processing	Personal information about Service Users to ensure that the Service Provider is able to safely meet their Assessed Needs.
Duration of the processing	For the period of Service delivery to a Service User plus 6 years after the last date on which the Service is delivered.
Nature and purposes of the processing	<p>The nature of the processing of the data may include, but not be limited to, the following in order to deliver a statutory service to Service Users under the Care Act 2014:</p> <ul style="list-style-type: none"> • Collecting, maintaining and storing Service User records in all formats • Sharing Service User information across the Service Provider's organisation and with other appropriate external agencies to include: appropriate Regulatory Bodies; the Police; health services. • Completion of returns relating to multi-agency safeguarding and complaints processes. <p>The purpose of processing the data is to enable the Service Provider to provide a quality service to Service Users in accordance with the Schedules of this Contract and to safeguard individual Service Users where there are concerns</p>

	about their wellbeing.
Type of Personal Data	<p>Personal data: Service User details as follows: Name; address; date of birth; next of kin; personal accounts;</p> <p>Special category data: Gender and ethnic origin; GP; medical and health/care related details relevant to their support plan; current risk assessment; mental capacity; mental impairment; relevant offence details where appropriate.</p>
Categories of Data Subject	Service Users
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>Information where no longer required should be destroyed securely, unless specifically instructed by the Council that it must be returned to the Council. (to be agreed between the Council and the successful Service Provider)</p>

Schedule 9 (only applicable where Provider considers itself to be Controller). Please see Joint Controller Agreement attached separately

Joint Controller Agreement

[Guidance: insert only where Joint Controller applies in Schedule 6]

In this Annex the Parties must outline each party's responsibilities for:

- providing information to data subjects under Article 13 and 14 of the GDPR.
- responding to data subject requests under Articles 15-22 of the GDPR
- notifying the Information Commissioner (and data subjects) where necessary about data breaches
- maintaining records of processing under Article 30 of the GDPR
- carrying out any required Data Protection Impact Assessment
- The agreement must include a statement as to who is the point of contact for Data Subjects.

The essence of this relationship shall be published.

You may wish to incorporate some clauses equivalent to those specified in Clause 18.2-18.16.

You may also wish to include an additional clause apportioning liability between the parties arising out of data protection; of data that is jointly controlled.

Where there is a Joint Control relationship, but no controller to processor relationship under the contract, this completed Schedule 7 should be used instead of Clause 18.1-18.17.

IN THE WITNESS of which the parties hereto have executed this document on the above date by their duly authorised officers

Signed by and on behalf of
Shropshire Council

.....

Corporate Head of Legal & Democratic
Services

.....

Legal Services Manager People/Places

SIGNED by an authorised signatory on behalf of the SERVICE PROVIDER	Signature:.....
	Print Name:.....
	Position:.....
SIGNED by an authorised signatory on behalf of the SERVICE PROVIDER	Signature:.....
	Print Name:.....
	Position:.....

Contract Name: Overnight Short Breaks	Contract Ref: CMCV 037
Reporting Period: [quarterly]	Date of Review:

For this contract, the provider is required to complete three templates:

- 1) **Part 1: A written report: this template containing additional information to monitor**
- 2) **Part 2: A spreadsheet containing a record of the children accessing the provision**
- 3) **Part 3: A performance template: a spreadsheet reporting on contract capacity and allocation**

Please complete the three templates and return them to [insert email], within 10 working days of the formal contract review meeting. The completed performance template and the written report will form the basis of the discussion at the review meeting and enable both the provider and Shropshire Council to understand current performance in preparation for the meeting. This will ensure both a consistent and transparent approach.

Please refer to the explanatory notes to identify the information required in this template. Where possible please report by exception only unless stated otherwise.

If you require any support with regard to this process please contact [\[insert email\]](#) or 01743 [number].

1. Delivery and Performance Information

Please use the box below to provide information relating to the children and young people using your service during the reporting period. Please ensure your summary includes the following items:

- Reasons why any children are waiting to start
- Reasons for any amendments to allocation
- Any exception reporting around actual attendance (to include non attendance, unplanned stays, etc)
- Reasons why any referrals were rejected/withdrawn by the provider
- Reasons why any children left the service, eg moved away, reached 18 years, etc

2. Financial Assurance

We want to understand the costs associated with the delivery of this service. Please use the box below (or attach as an appendix) the following information:

- A summary of income and expenditure. The latter to include a breakdown by theme, eg premises, activities, staffing, etc
- A projection of spend to the end of year to include any anticipated anomalies, eg over/under spend

3. Health and Safety

Please use the box below to confirm if there have been any health and safety incidents, accidents and near misses relating to both the children/young people using the service or staff. If there have been any incidents please provide full details including the actions that have been taken.

4. Safeguarding

Please use the box below to confirm if there have been any safeguarding incidents relating to children/young people using the service or staff. If there have been any incidents please provide full details including the actions that have been taken.

5. Staffing

Please let us know if there have been any changes to your staffing team during the reporting period. E.g. If a staff member has left, what action has been taken to ensure there is no disruption to service delivery. If a new staff member has joined the team, please confirm all induction and checks have been completed.

6. Planned and Future Developments

We would like to know about any plans to develop your service and/or partnerships in the near future which may impact on the performance of the contract. Please use the box below to provide further information.

7. Quality, Compliments and Complaints

Please use the box below to provide an update about any compliments and complaints that have been received during the reporting period. This section of the template can also be used to provide an update, re any engagement or feedback activities that have taken place including actions that are being taken as a result of the findings.

8. Case Studies

We would like to understand and evidence the impact that this service has for the children and young people and families accessing it. Please provide 2 recent case studies that demonstrate impact for service users. This can include experiences that are positive or negative and should include details around lessons learnt.

9. Social Value

This contract includes elements of service delivery that demonstrate social value. Please use the box below to tell us the work that is underway to deliver these areas of the contract specifically:

- Promoting the care profession
- Supporting parenting
- Developing Early Years / Family Based Share care

10. Company Assurance

Please use the box below to confirm that all necessary insurances associated with the delivery of this contract are in place. (Copies of these documents should be made available if requested.)

You should also use this box to confirm that appropriate Data Protection processes are in place and all staff are aware. Please confirm that during the reporting period there have been no breaches of data protection. (All Data Protection concerns should be notified as soon as possible).

11. Physical Resources and Infrastructure

Please let us know if there has been any changes to any physical resources, eg buildings, transport during the reporting period which could impact on the delivery of the service

12. If you would like to provide any additional information for discussion at the contract review meeting, please use the box below.

--

13. Confirmation of actions to be taken forward.

Detailed below are the actions agreed during the contract review, confirming responsibility and timescales and/or milestones for completion.

Number	Action Agreed	Responsible Officer	Completion Date

Short Breaks for Children with SEND

Service Element: Overnight residential care
Provided By: Mencap

Delivery & Activity Information

[illegible]

[illegible]

Ref No:
Reporting Period:

CMCV 02
1Jan18 - 3

[illegible]

[illegible]

2A

31Mar18

[illegible]

[illegible]

[illegible]

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Set List Reasons

Referral Status (Allocation options)

Accepted - initial assessment required

Accepted - IA done awaiting allocati

Accepted - allocated service

Rejected

[illegible]

Referral Rejection Reasons:

Unable to support CYP

non engagement

Other

Service offered

Bradbury House

PfA

Elsewhere

Daytime respite

Family home

Attendance - Cancelled

CYP unwell

Parent/carer unwell

Other

Attendance - Emergency

Parent/carer unwell	
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Family at risk of breakdown

Safeguarding

Other

CYP - Left Service (Leftservice)

Moved away

CYP withdrawn

CYP deceased

18 years +

Other

[illegible]

ed

on



Tender Response Document

CMCV 037 – Overnight Short Breaks

Name of TENDERING
ORGANISATION
(please insert)

Action for Children Services Limited

Shropshire Council Tender Response Document

Contract Description/Specification:

Council reference CMCV 037

Assessed Short Breaks for disabled children (0-18) in Shropshire:

Overnight care – 365 days a year
2920 residential nights, including day care in school holidays.

Outcomes:

Parents get a break from caring
Children have overnight stays away from the family home

Contracts start on 19 May 2019
Contracts end on 31 March 2022
Initial contract period: 2 years, 10 months & 13 days
Optional extension period of 3 years.

Maximum funds £939,500 per year

Award criteria: 60% quality – 40% price

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1 (a). All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	8
A2	Non-Canvassing Certificate	9
A3	Non-Collusive Tendering Certificate	10
A4	Declaration of Connection with Officers or Elected Members of the Council	11
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information– For information only	14
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	18
B Part 2 Section 3	Grounds for Discretionary Exclusion	22
Section C	Tender and Pricing Schedule	27

Evaluation Criteria

Tenders will be evaluated on the answers provided in this 'Tender Response Document' in the Standard Selection Questionnaire part. The following criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria Pass/Fail Questions (Sections B Part 1 – Part 3)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 3 Section 3	Grounds for Discretionary Exclusion

In relation to discretionary exclusion grounds (section B part 3):-

Financial viability: Applicants' financial information will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section7/ Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (400 marks)		
Q X	Price	40 / 400 max marks
Total for price		40 / 400 max marks
Quality 60% (600 marks)		
Q 1	Organisational suitability	Pass / Fail
Q 2a	Service model - delivery	7 / 70 max marks
Q 2b	Service model - staff	7 / 70 max marks
Q 3	Meeting outcomes	7 / 70 max marks
Q 4	Meeting PfA outcomes	7 / 70 max marks
Q 5	Engagement & service development	7 / 70 max marks
Q 6	Quality Assurance	7 / 70 max marks
Q 7	Skill & capacity building	7 / 70 max marks
Q 8	Social value	4 / 40 max marks
Q 9	Timeline	7 / 70 max marks
Total for quality		60 / 600 max marks

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	

Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

Please note that some responses require a minimum score of 6. Any tender scoring less than 6 will be excluded from further evaluation.

Evaluation and scoring

- Each tender will be scored with price representing 40% and quality representing 60% of the overall marks.

Quality Evaluation and Scoring

- Quality evaluation and scoring for an individual lot: The tender receiving the highest mark for overall Quality Criteria will receive the maximum mark for quality being 600. Other tenders will receive a final mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and Scoring

- Price evaluation and scoring for an individual lot: The most competitively priced tender will receive the maximum mark for price being 400. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.
- The total cost figure for 2920 nights per year will be used to assess price.

Section A:

1. Form of Tender

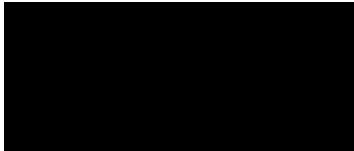
Form of Tender

Shropshire Council

Tender for Assessed Short Breaks

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of Assessed Short Breaks at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signe



Name:



Date: 17/01/2019

Designation: National Director – England North

Company: Action for Children

Address: Action for Children Registered Office, 3 The Boulevard, Ascot Road, Watford

Post Code: WD18 8AG

Tel No: 01923 369700

E-mail address:



Web address: www.actionforchildren.org.uk

Non-Canvassing Certificate

Date 17/01/2019

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1)  Status: National Director – England North

Signed (2)  Status: Head of Business Development

(For and on behalf of Action for Children)

Date 17/01/2019

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed ( Status: National Director – England North

Signed ( Status: Head of Business Development

(For and on behalf of Action for Children)

Date 17/01/2019

SECTION B

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. This means that All sub-contractors are required to complete Part 1 and Part 2.
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.


The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.


¹ See PCR 2015 regulations 71 (8)-(9)

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information Contact person responsible for this bid Telephone number Email	Action for Children Services Ltd
1.1(b) – (i)	Registered office address (if applicable)	3 The Boulevard, Ascot Road, Watford WD18 8AG
1.1(b) – (ii)	Registered website address (if applicable)	www.actionforchildren.org.uk
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	vii) other: Action for Children (parent company) is a Charitable Company Limited by Guarantee. Action for Children Services Ltd is a Private Company Limited by Shares and covenants all profits back to Action for Children.
1.1(d)	Date of registration in country of origin	03/01/1989
1.1(e)	Company registration number (if applicable)	2332388
1.1(f)	Charity registration number (if applicable)	Action for Children's registered charity numbers are 1097940 (England and Wales), SC038092 (Scotland), 29 (Isle of Man) and CH330 (Guernsey).
1.1(g)	Head office DUNS number (if applicable)	23-170-7381
1.1(h)	Registered VAT number	589629566
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes

1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	Action for Children is a registered charity: England and Wales: 1097940 Scotland: SC038092 Isle of Man: Manx charity no. 29. Guernsey: CH330 Action for Children Services Ltd is a Company Limited by Shares. Registration number: 02332388
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	If successful, we would need to apply for Ofsted registration for the service. We already have 15 Ofsted registered residential services across England.
1.1(k)	Trading name(s) that will be used if successful in this procurement.	Action for Children Services Ltd
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual	a) Voluntary Community Social Enterprise (VCSE)
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ₂ ?	No
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	

		
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	<p>Immediate (and ultimate) parent company:</p> <p>Action for Children</p> <p>3 The Boulevard, Ascot Rd, Watford WD18 8AG</p> <p>Registration Number: 4764232</p> <p>DUNS Number: 73-501-0063</p> <p>VAT Number: 589629566</p>
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	<p>Please see response to 1.1(o) above</p>

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model					
Question number	Question	Response				
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	<p>No</p> <p>If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.</p> <p>If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.</p>				
1.2(a) - (ii)	Name of group of economic operators (if applicable)	N/A				
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	N/A				
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes				
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.					
	Name	Action for Children	Crossroads Care Cheshire, Manchester & Merseyside Ltd (trading name of Carers Trust 4all)			
	Registered address	3 The Boulevard, Ascot Rd, Watford WD18 8AG	Overton House, West Street, Congleton, Cheshire, CW12 1JY			
	Trading status	Action for Children (parent company) is a Charitable Company Limited by Guarantee	Registered charity – 1075268 Registered company limited by guarantee - 3554493			
	Company registration number	4764232	3554493			
	Head Office DUNS number (if applicable)	73-501-0063	Not applicable			
	Registered VAT number	589629566	Not VAT registered			
	Type of organisation	Registered charity	Registered charity / registered company limited by guarantee			
	SME (Yes/No)	No	Yes			

	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables	Action for Children, the charity, will provide 97.4% of the services under this contract as outlined in the attached submission.	Carers Trust 4all will deliver overnight support for children in their own home. This could be either through a waking night or a sleep in.			
	The approximate % contractual obligations assigned to each sub-contractor	As above	2.6%			

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	[REDACTED]
1.3(b)	Name of organisation	Action for Children
1.3(c)	Role in organisation	Bid Manager
1.3(d)	Phone number	[REDACTED]
1.3(e)	E-mail address	[REDACTED]
1.3(f)	Postal address	Action for Children, MEA House, Ellison Place, Newcastle Upon Tyne, NE1 8XS
1.3(g)	Signature (electronic is acceptable)	[REDACTED]
1.3(h)	Date	17/01/2019

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.	
	Participation in a criminal organisation.	No
	Corruption.	No
	Fraud.	No
	Terrorist offences or offences linked to terrorist activities	No
	Money laundering or terrorist financing	No
	Child labour and other forms of trafficking in human beings	No
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	Not applicable
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	Not applicable
2.3(a)	Regulation 57(3) Has it been established, for your	No

	organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	Not applicable

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	No
3.1(b)	Breach of social obligations?	No
3.1(c)	Breach of labour law obligations?	No
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	No
3.1(e)	Guilty of grave professional misconduct?	No
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	No
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	No
3.1(h)	Been involved in the preparation of the procurement procedure?	No
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	No

3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	No
3.1(j) - (ii)	The organisation has withheld such information.	No
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	No
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	No
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	Not applicable

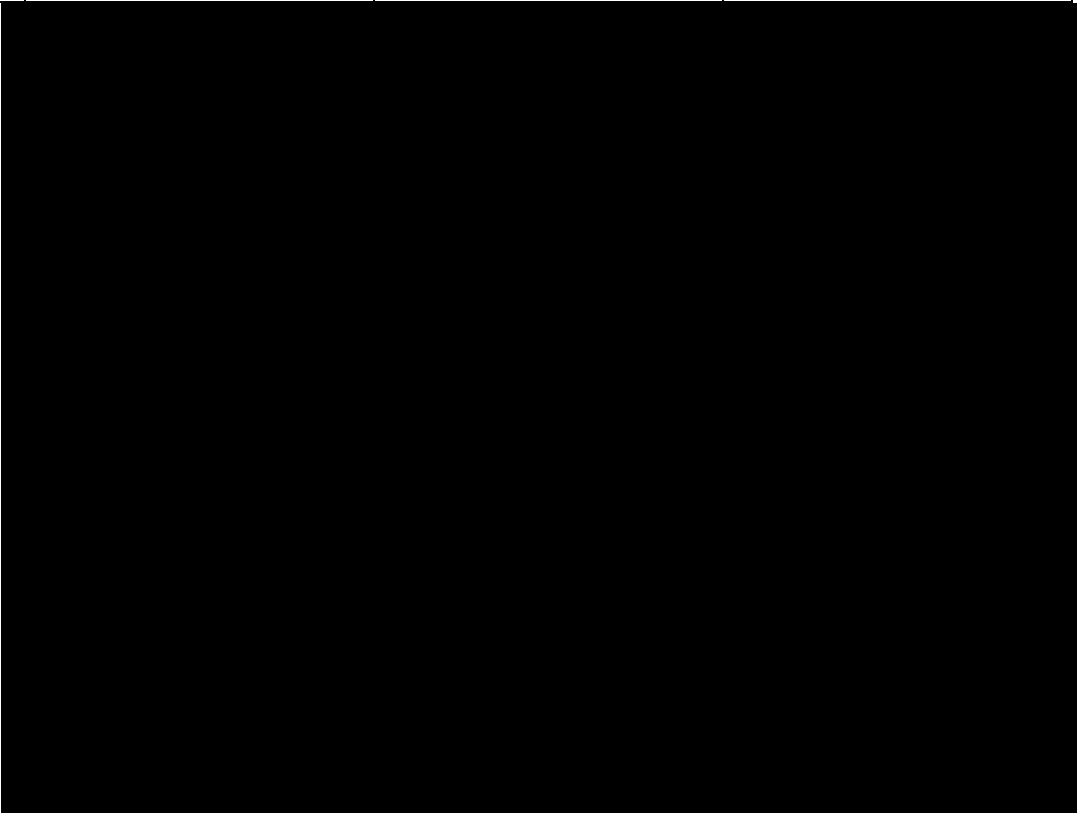
Part 3: Selection Questions

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Not applicable
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Not applicable
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Not applicable
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		Action for Children Services Ltd
Relationship to the Supplier completing these questions		Ultimate and immediate parent company

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	No
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes

Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contact 1	Contact 2	Contact 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address Telephone number			
Description of contract			


Contract Start date			
Contract completion date			
Estimated contract value			

6.2	Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)
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	Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)
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6.3	If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.
	Not applicable

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
	Are you a relevant commercial organisation as defined by	Yes

	section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	
	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	<p>Yes Please provide the relevant url to view the statement ...</p> <p>Please see page 23 of our Group of companies' accounts made up to 31 March 2016 available on Companies House site for our statement on Modern Slavery:</p> 

8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions
8.1	Insurance
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £5Million Y</p> <p>Public Liability Insurance = £5Million Y</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

8.2	Skills and Apprentices
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a.	Please confirm whether you will be supporting apprenticeships and skills development through this contract.	Yes
b.	If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?	Yes

⁴ Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_Apprenticeships_PPN_vfinal.pdf

8.3 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	No
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes

8.4 – Environmental Management

1.	Has your organisation been convicted of breaching environmental	No
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	<p>legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	Yes


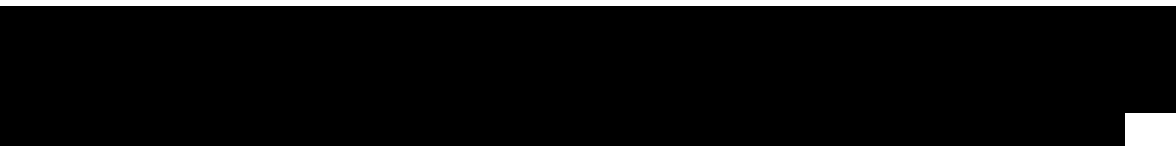
8.5 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	Yes
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	No
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes

8.6 Safeguarding of adults and children

(For services where staff come into regular contact with children and adults)

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	<p><i>Why do we need to know this?</i> <i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i></p> <p>“Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2015)” http://www.safeguardingshropshireschildren.org.uk/scb/</p> <p>“West Midlands Adult Safeguarding Policy & Procedures” https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</p> <p><i>We need to ensure all companies who work with Shropshire Council are clear about our safeguarding expectations and are committed to implementing local safeguarding procedures. We also need to ensure that your organisation has a good record for safeguarding children and adults</i></p>	
1	<p>Do you have a Safeguarding Policy or statement for safeguarding children? Do you have a Safeguarding Policy or statement for safeguarding adults?</p>	<p>Enclosed YES Enclosed YES</p>
2	<p>For information: our requests for references will include a question relating to your organisation's record for safeguarding.</p>	
3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to implementing the local safeguarding procedures as prescribed by Shropshire's Safeguarding Children Board (SSCB) and http://www.safeguardingshropshireschildren.org.uk Shropshire Council's approach to adult protection https://shropshire.gov.uk/shropshire-choices/i-need-help/keeping-adults-safe/</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <p></p> <p>Signed:</p> <p>Status: National Director – England North</p> <p>(For and on behalf of Action for Children)</p> <p>Date 17/01/2019</p>	
4	<p>Describe how your organisation will ensure that all your workers will meet the requirement in section 8.6.3 (pass / fail)</p> <p>Safeguarding Policies and Procedures</p> <p></p>	

[illegible]

[illegible]

SECTION C – TENDER SCHEDULE

Note: Some responses will need to achieve a minimum score of 6

ITT = Invitation to Tender

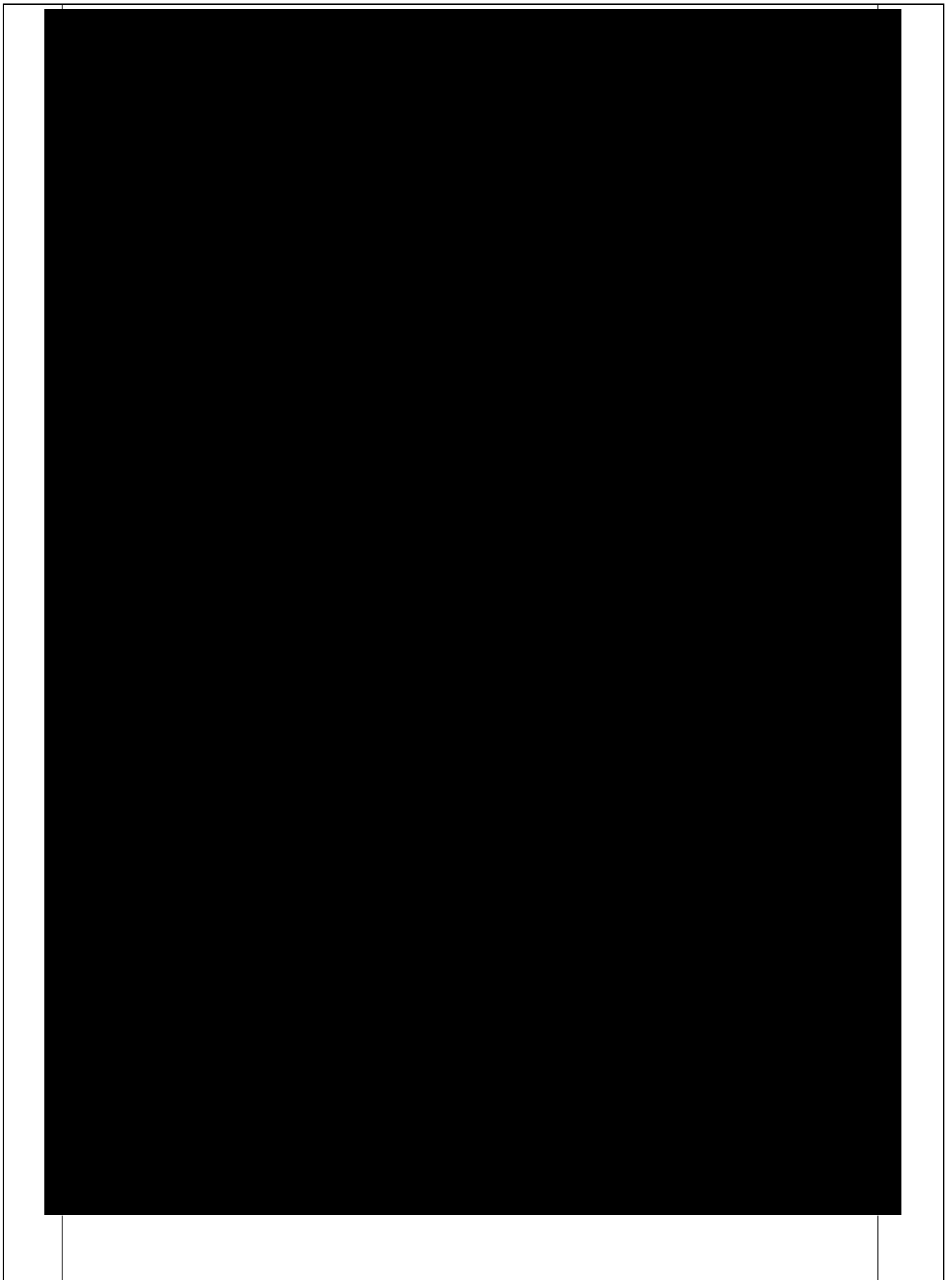
	Tender Schedule	Ma x ma rks
1	<p data-bbox="252 309 1388 477">Please set out below why you feel your organisation is well placed to undertake this specific contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience to demonstrate that your organisation has the relevant knowledge, skills and experience to deliver this specific service in Shropshire (maximum 1500 words).</p> <p data-bbox="252 510 478 544">Tender Schedule</p> <ol data-bbox="300 577 1388 779" style="list-style-type: none"> 1. Please set out below why you feel your organisation is well placed to undertake this specific contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience to demonstrate that your organisation has the relevant knowledge, skills and experience to deliver this specific service in Shropshire (maximum 1500 words). <div data-bbox="252 808 1382 887" style="background-color: black; height: 35px; margin-top: 20px;"></div> <div data-bbox="300 909 911 954" style="background-color: black; height: 20px; margin-top: 10px;"></div> <div data-bbox="300 976 1382 1319" style="background-color: black; height: 153px; margin-top: 10px;"></div> <div data-bbox="300 1346 1016 1391" style="background-color: black; height: 20px; margin-top: 10px;"></div> <div data-bbox="300 1413 1382 1491" style="background-color: black; height: 35px; margin-top: 10px;"></div> <div data-bbox="300 1514 1382 1592" style="background-color: black; height: 35px; margin-top: 10px;"></div> <div data-bbox="395 1615 1382 1861" style="background-color: black; height: 110px; margin-top: 10px; padding-left: 20px;"> <div style="background-color: black; height: 100px; width: 100%;"></div> </div>	Pas s/ Fail

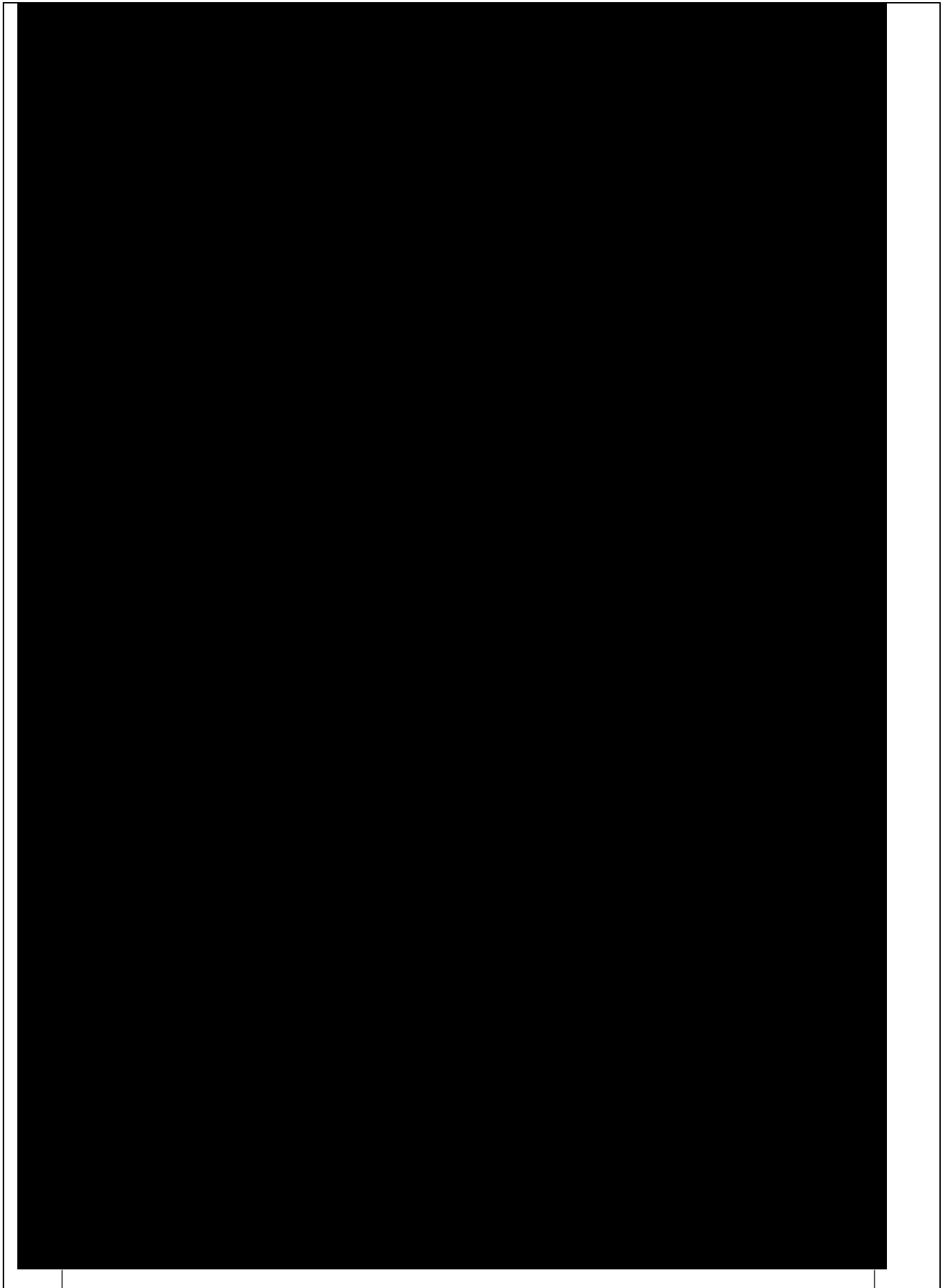
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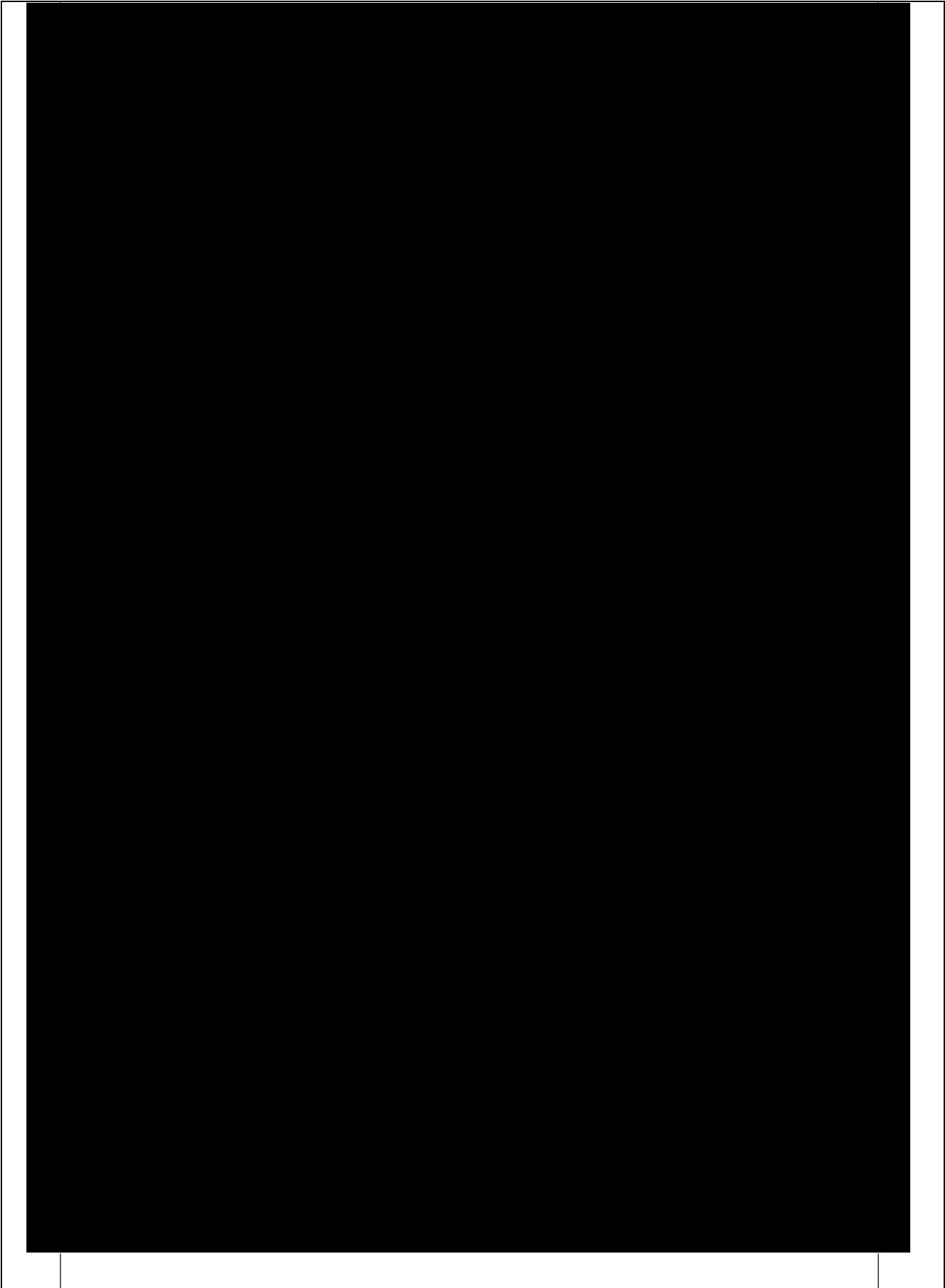
Name of tendering organisation:

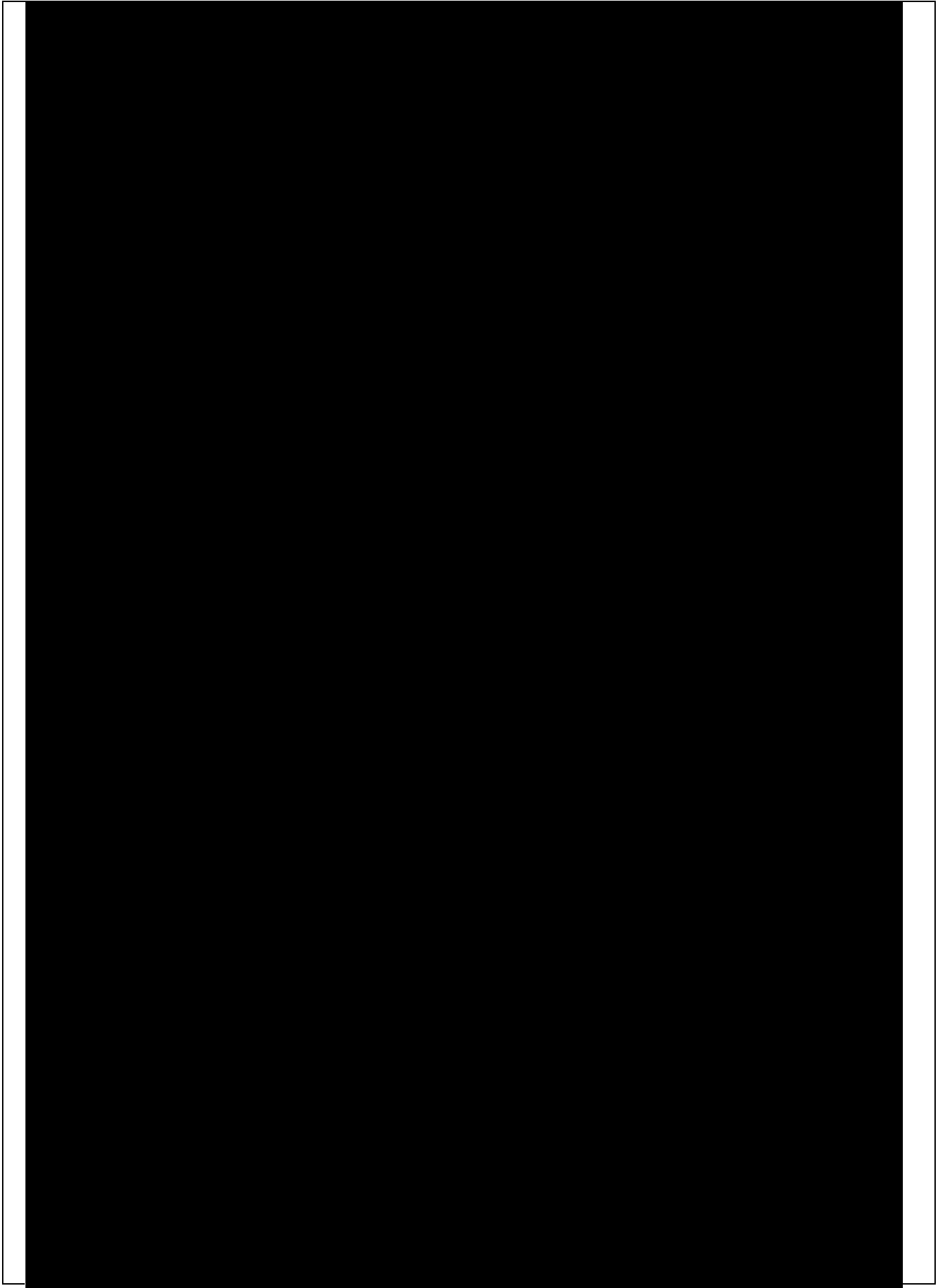
2	Your service model	
2a	<p>Describe how you are planning to deliver this service to meet all the criteria set out in the invitation to tender and the specification.</p> <p>Your response should demonstrate</p> <ul style="list-style-type: none"> • how your understanding of the Shropshire context has informed your delivery model • how your understanding of the requirements has informed your delivery model • how your delivery model will ensure that it will meet the outcomes of all the elements of the service. • how you would manage a transition to new arrangements 	<p>70</p> <p>Min score of 6</p>

	<p>Your response needs to state whether you are tendering as a sole provider or a lead provider. In the case of the latter, your response needs to</p> <ul style="list-style-type: none">• list and describe your partners• describe what role they have in the service• describe what arrangements you, as the lead provider, will have with them <div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 80px; width: 100%;"></div> <div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 30%;"></div> <div style="background-color: black; height: 80px; width: 100%;"></div> <div style="background-color: black; height: 120px; width: 100%;"></div> <div style="background-color: black; height: 80px; width: 100%;"></div> <div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 40px; width: 100%;"></div>
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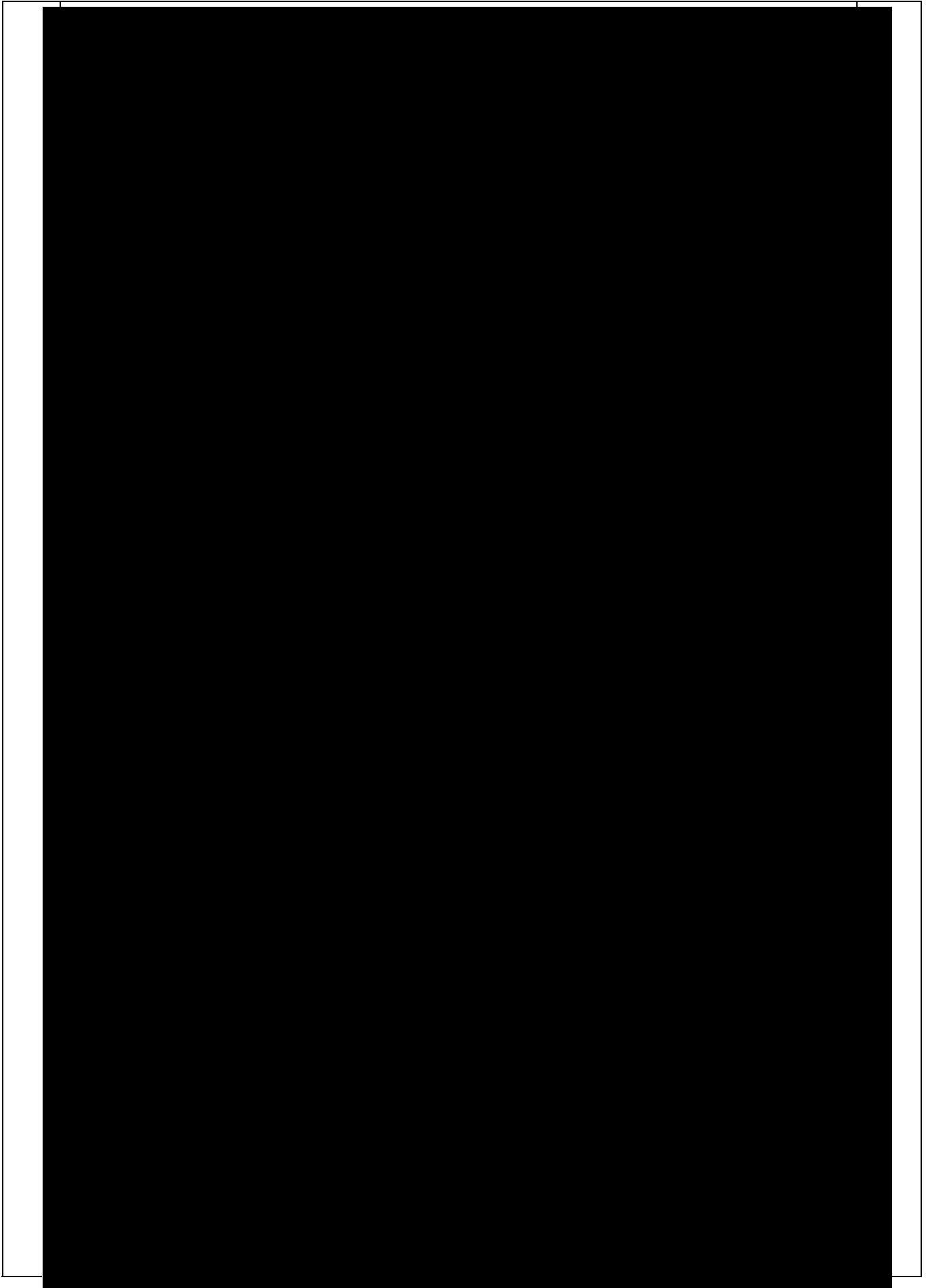






	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	
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2b	<p>Describe the staffing structure of your delivery model. Provide an overview of your staff's skills, experience and qualifications. Describe how staff will be deployed to achieve the flexible service we are looking for.</p> <div></div>	<p>70</p> <p>Min sco re of 6</p>
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[illegible]

[illegible]

Name of tendering organisation:

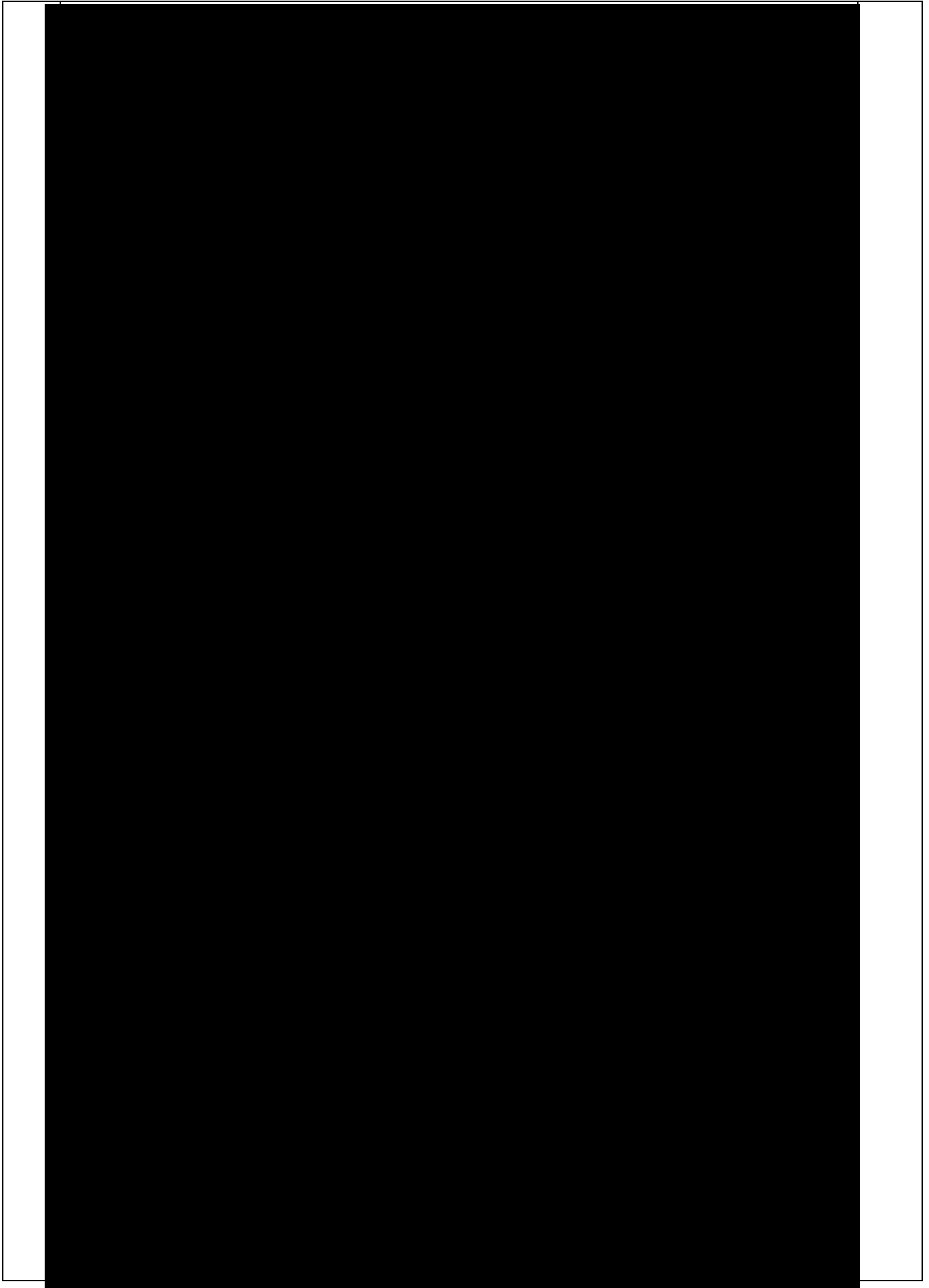
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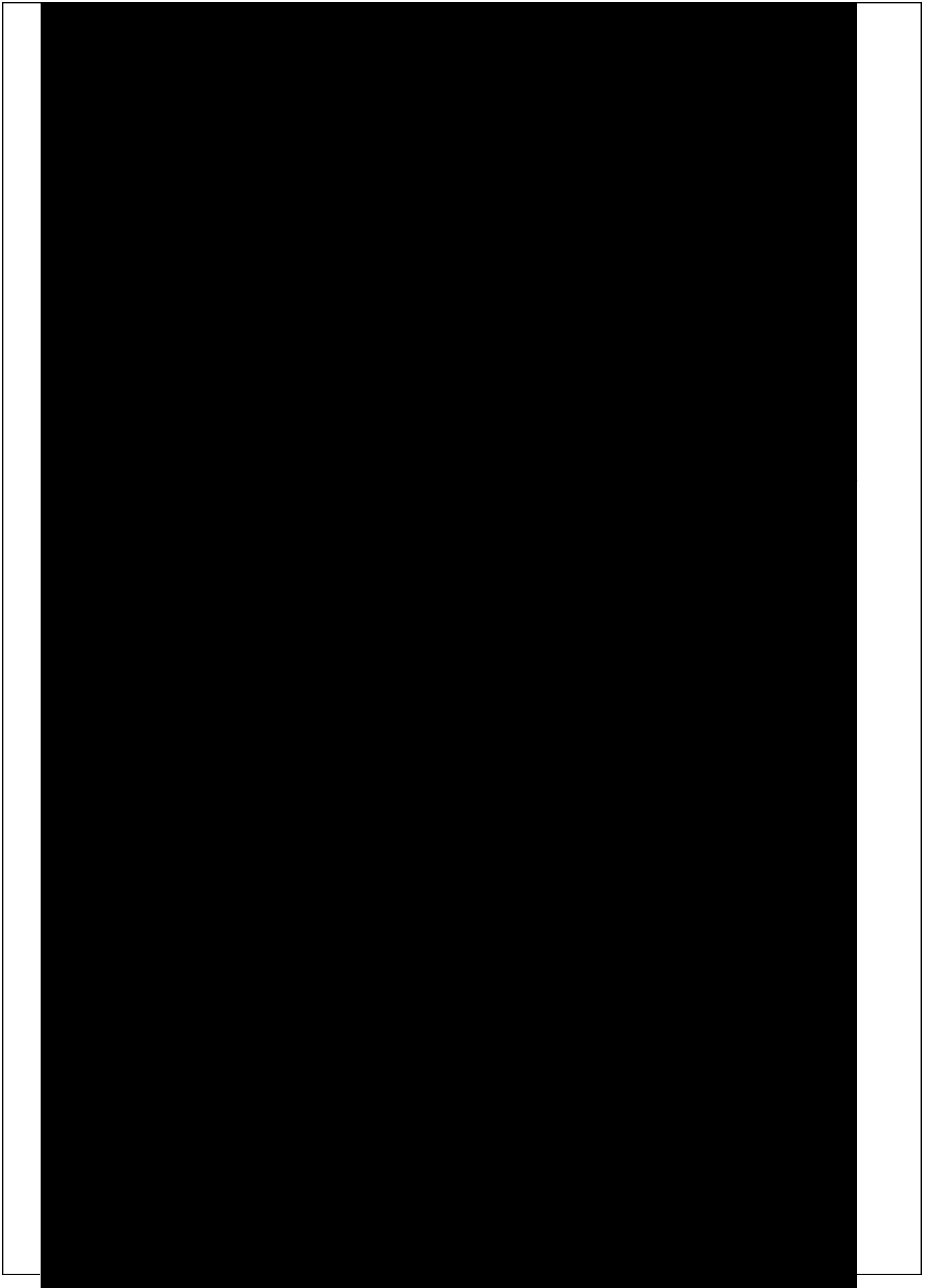
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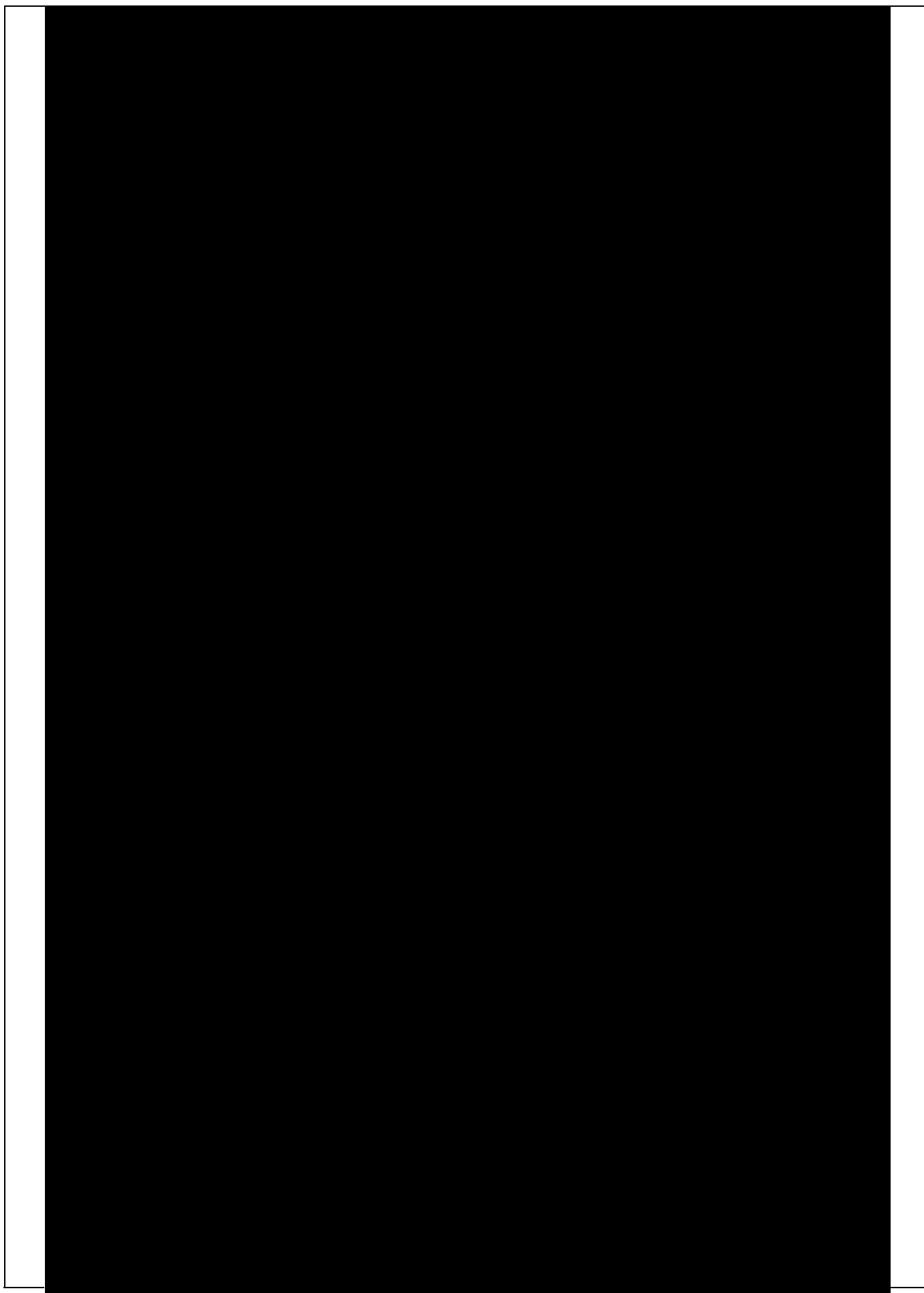
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Name of tendering organisation:

		[REDACTED]	[REDACTED]	
	[REDACTED]	[REDACTED]	[REDACTED]	
	[REDACTED]	[REDACTED]	[REDACTED]	
3	In section 2.2 of the ITT, we say that provision will be tailored to meet children's needs, has high expectations for outcomes of children and contributes to the outcomes of the statutory care plan. Describe how you would achieve this. Describe how you will measure and report the impact of your approach.			70

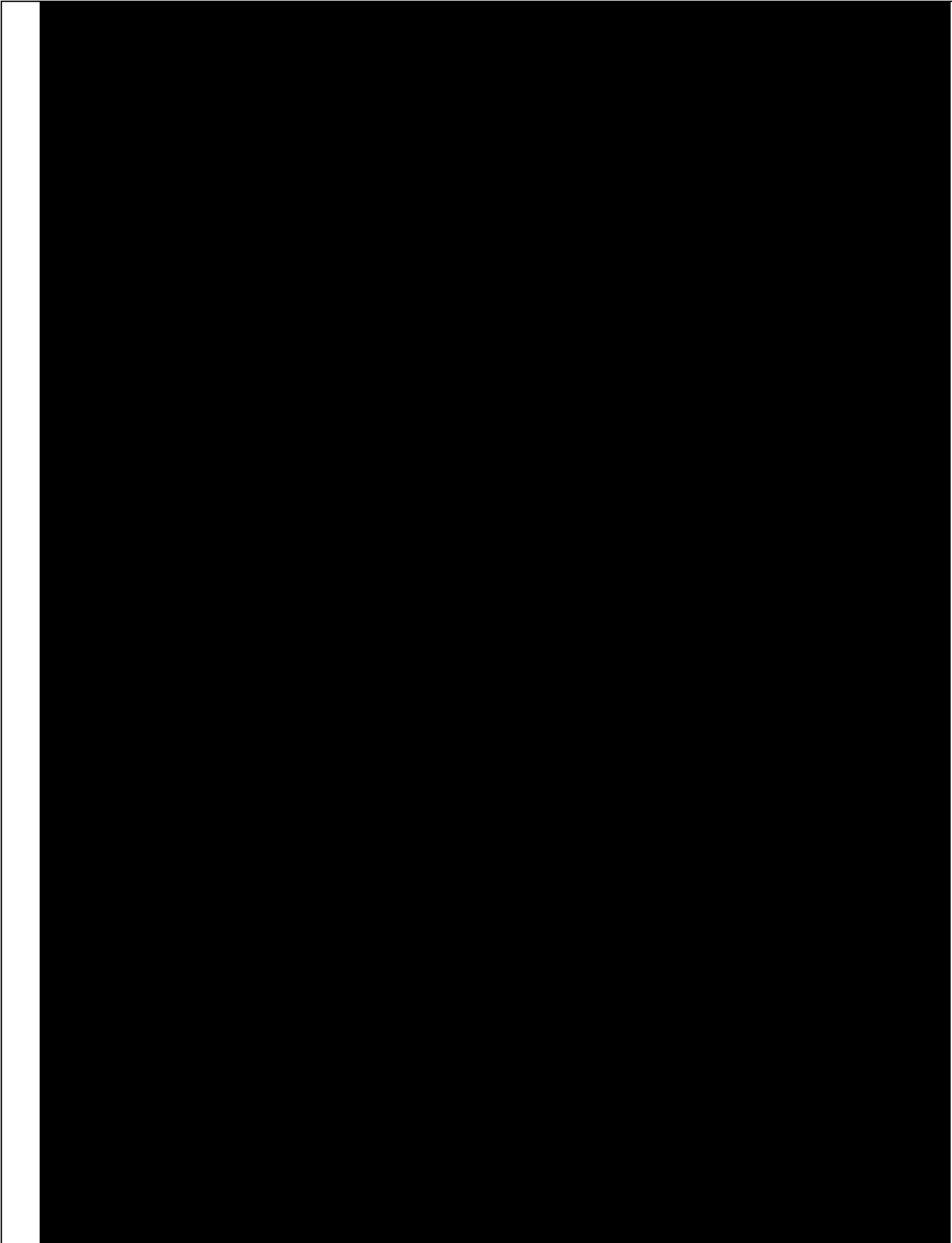


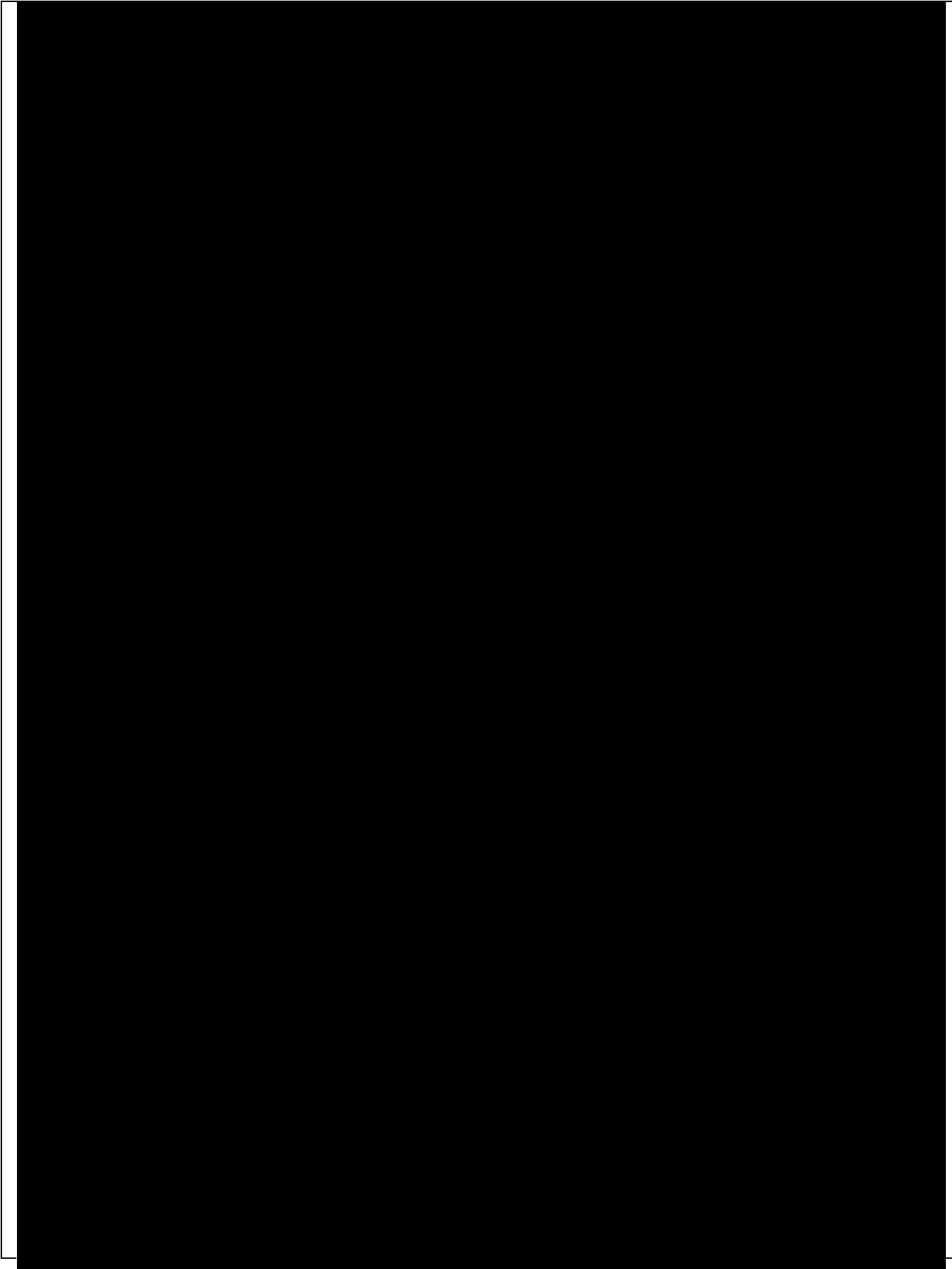


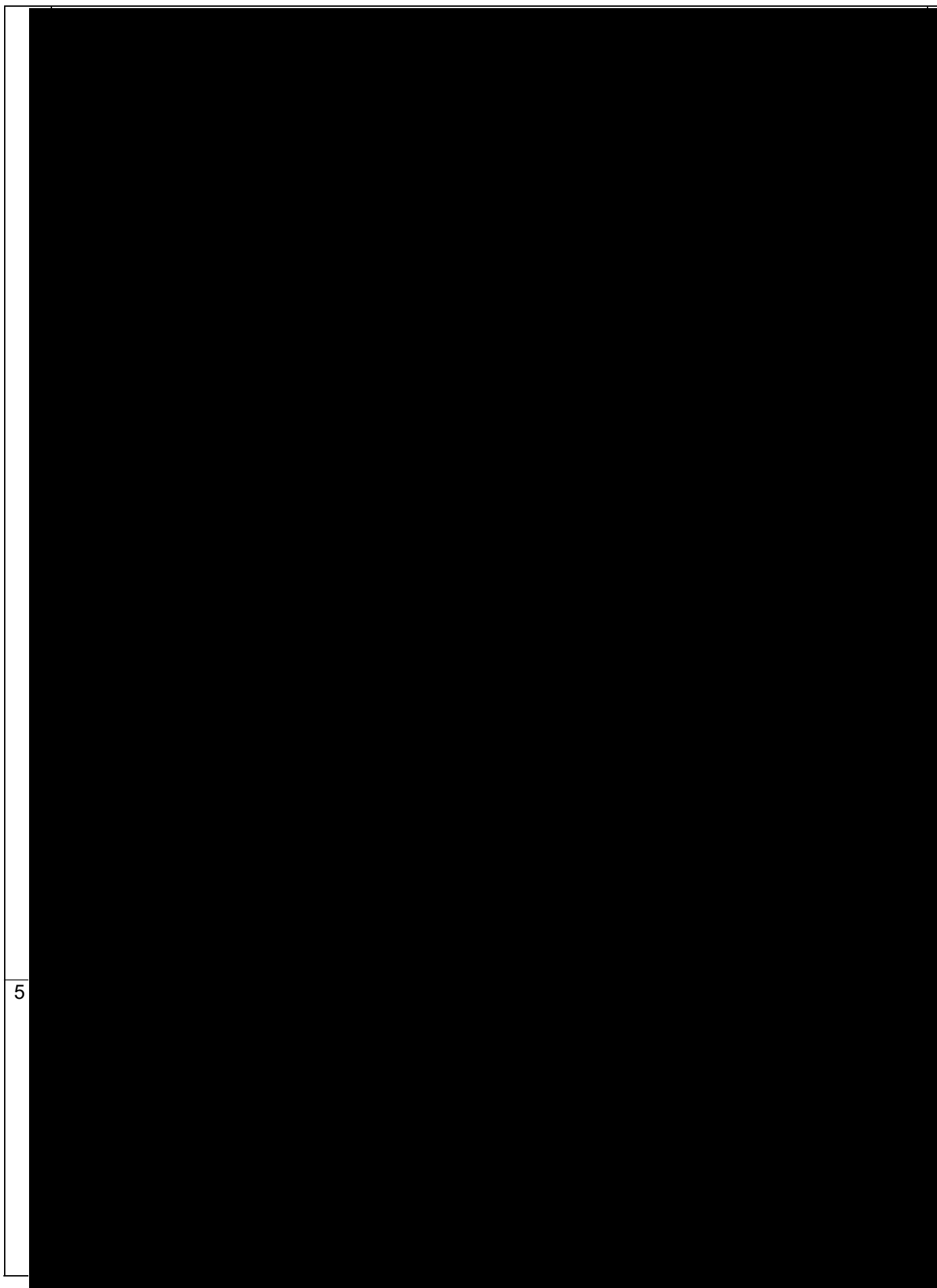


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4	<p>In section 2.2 of the ITT, we say provision has to place greater emphasis on Preparing for Adulthood (PfA) outcomes. Parents want their children to be safe but encouraged to develop ability/age appropriate independence skills, in preparation for the PfA outcomes of employment, independent living, community inclusion and health.</p> <p>Describe how you would achieve this. Describe how you will measure and report the impact of your approach.</p> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	70
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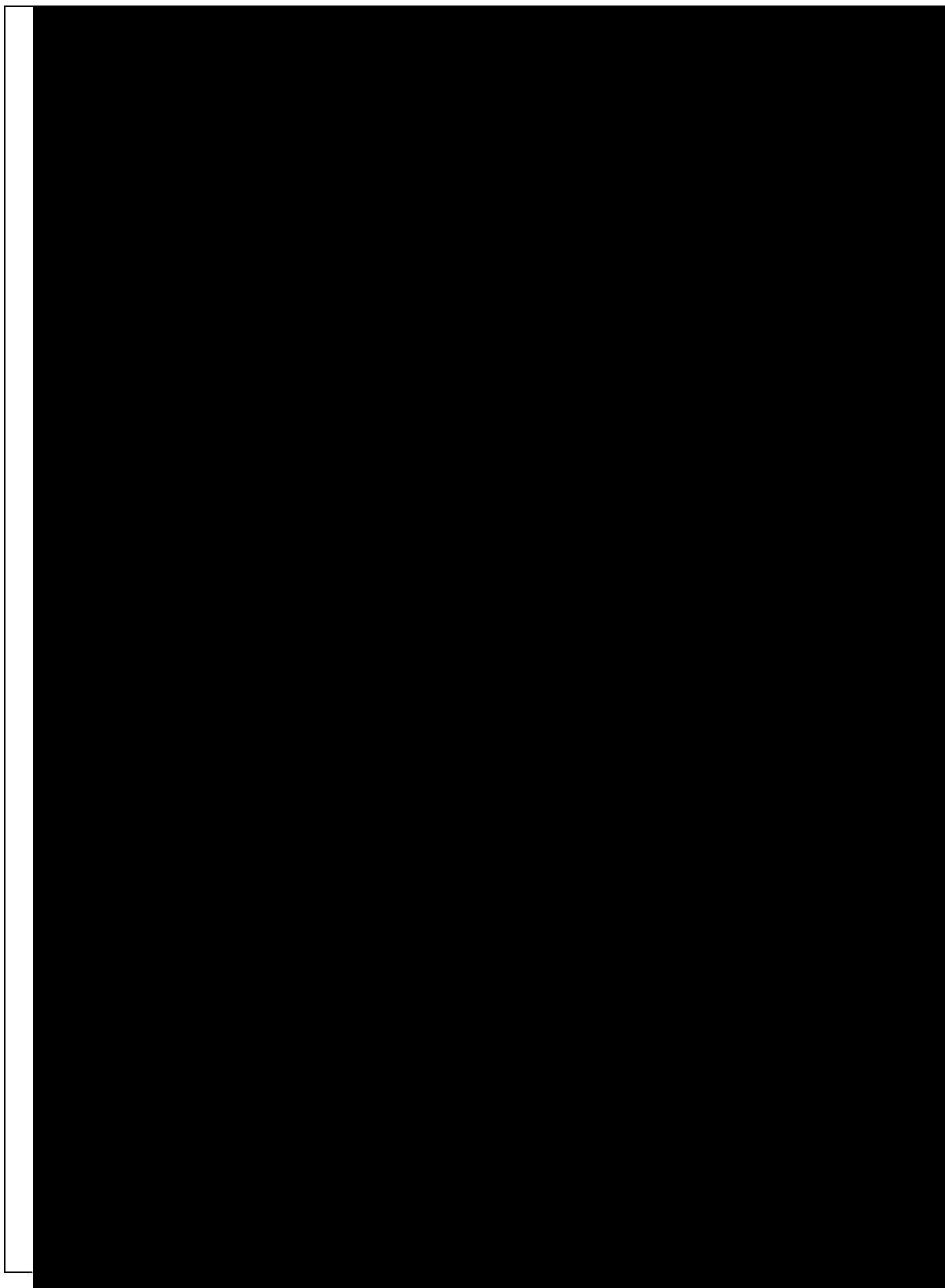


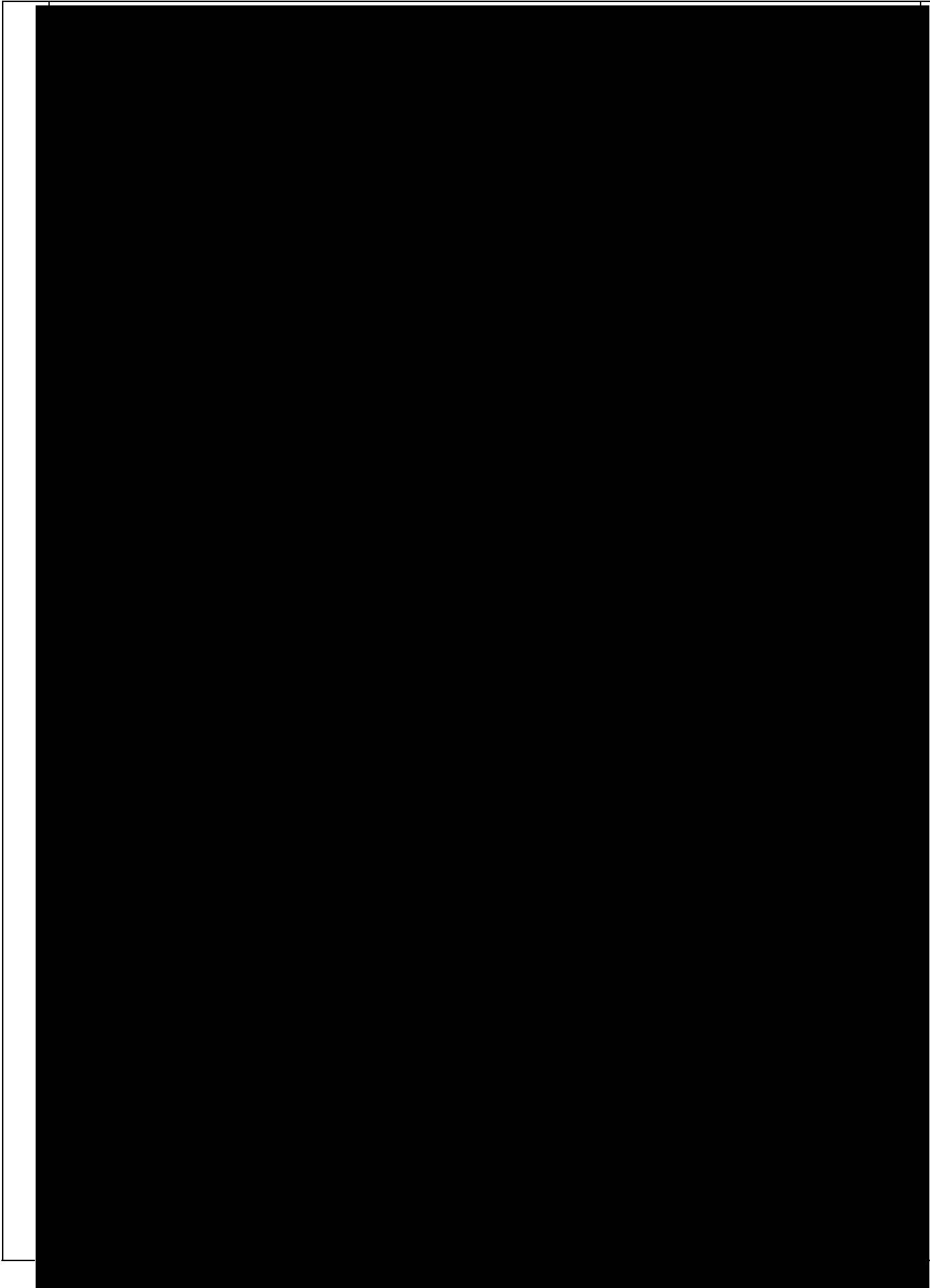


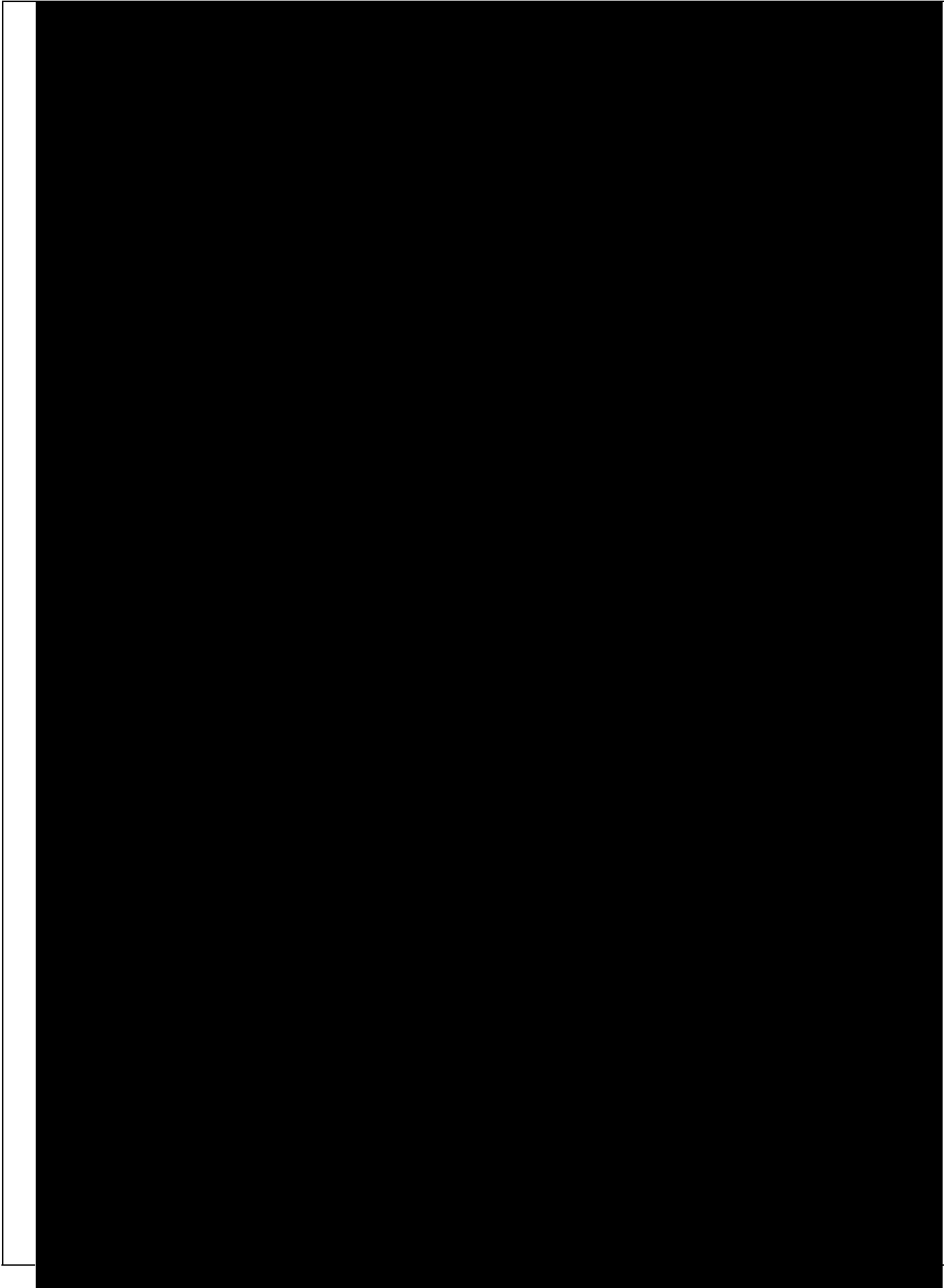


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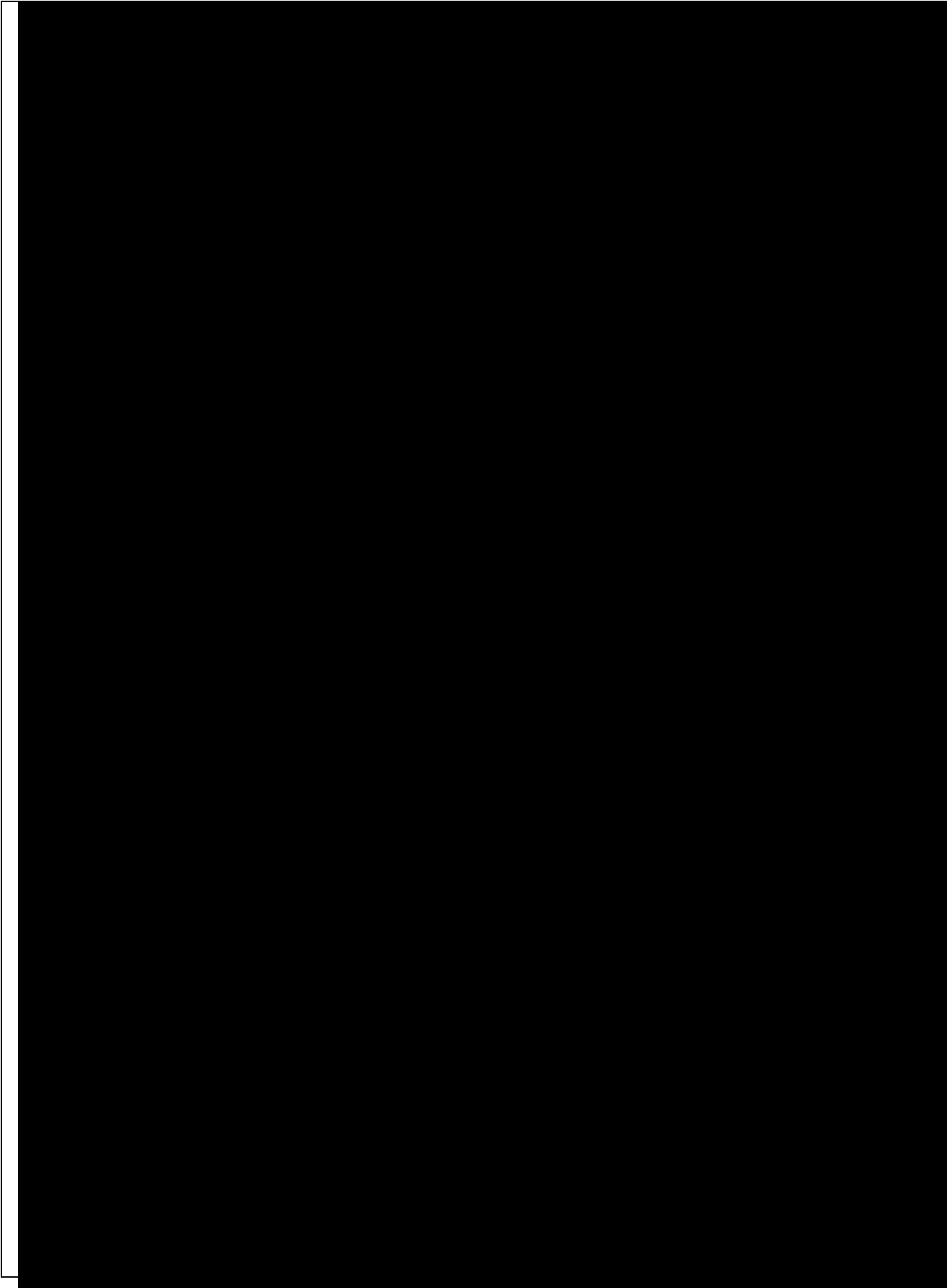
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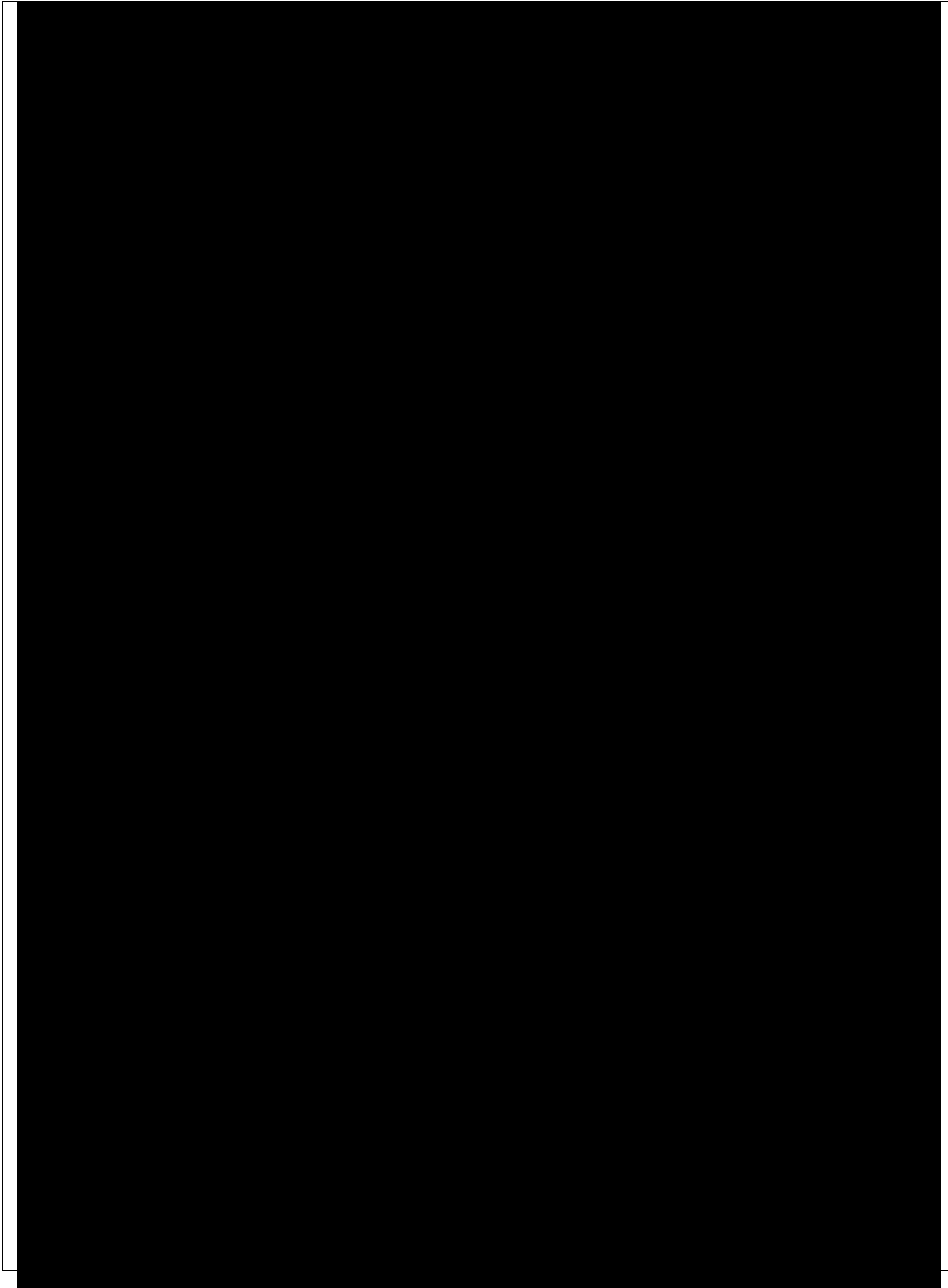


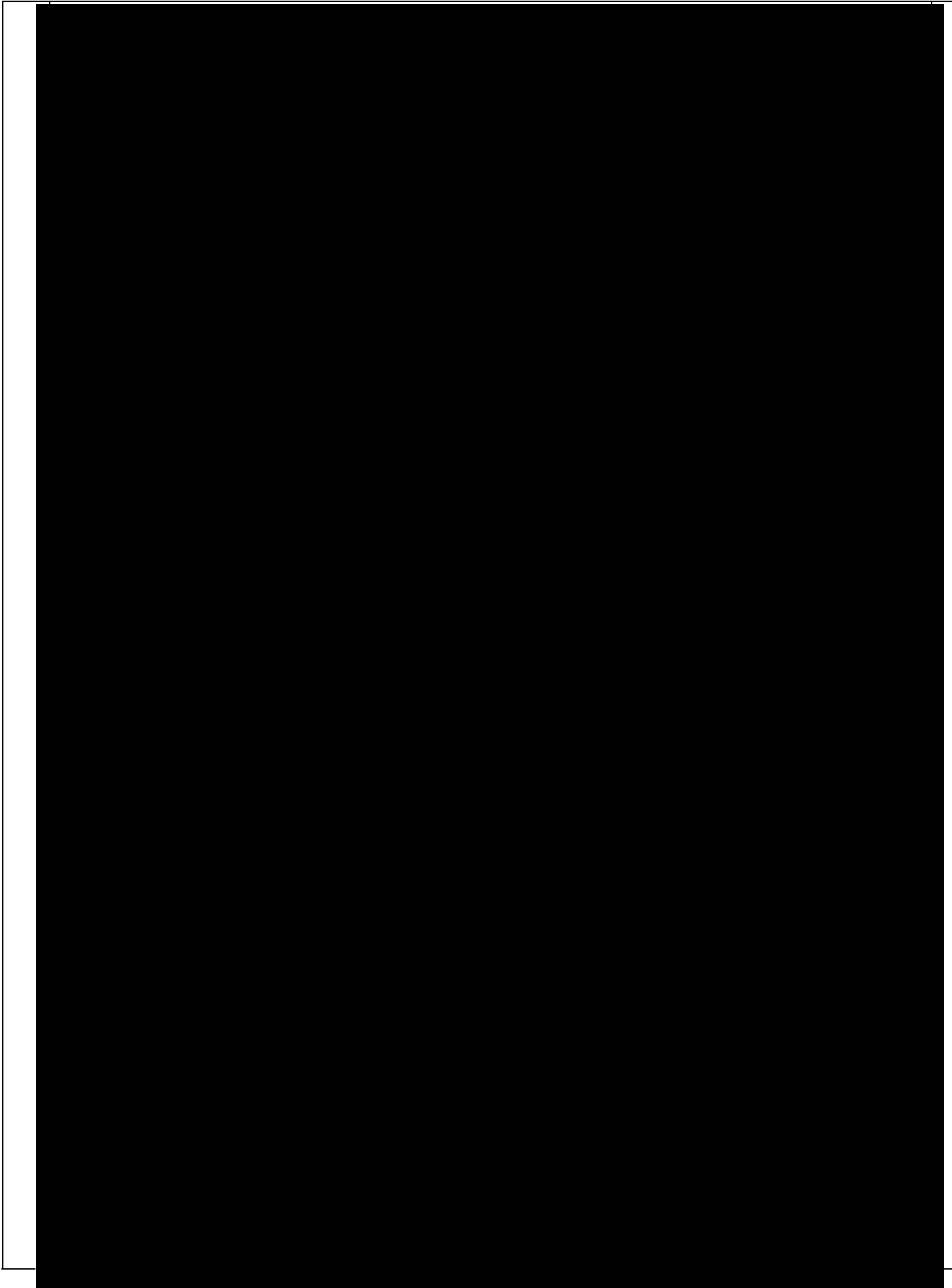




		70 Min score of 6

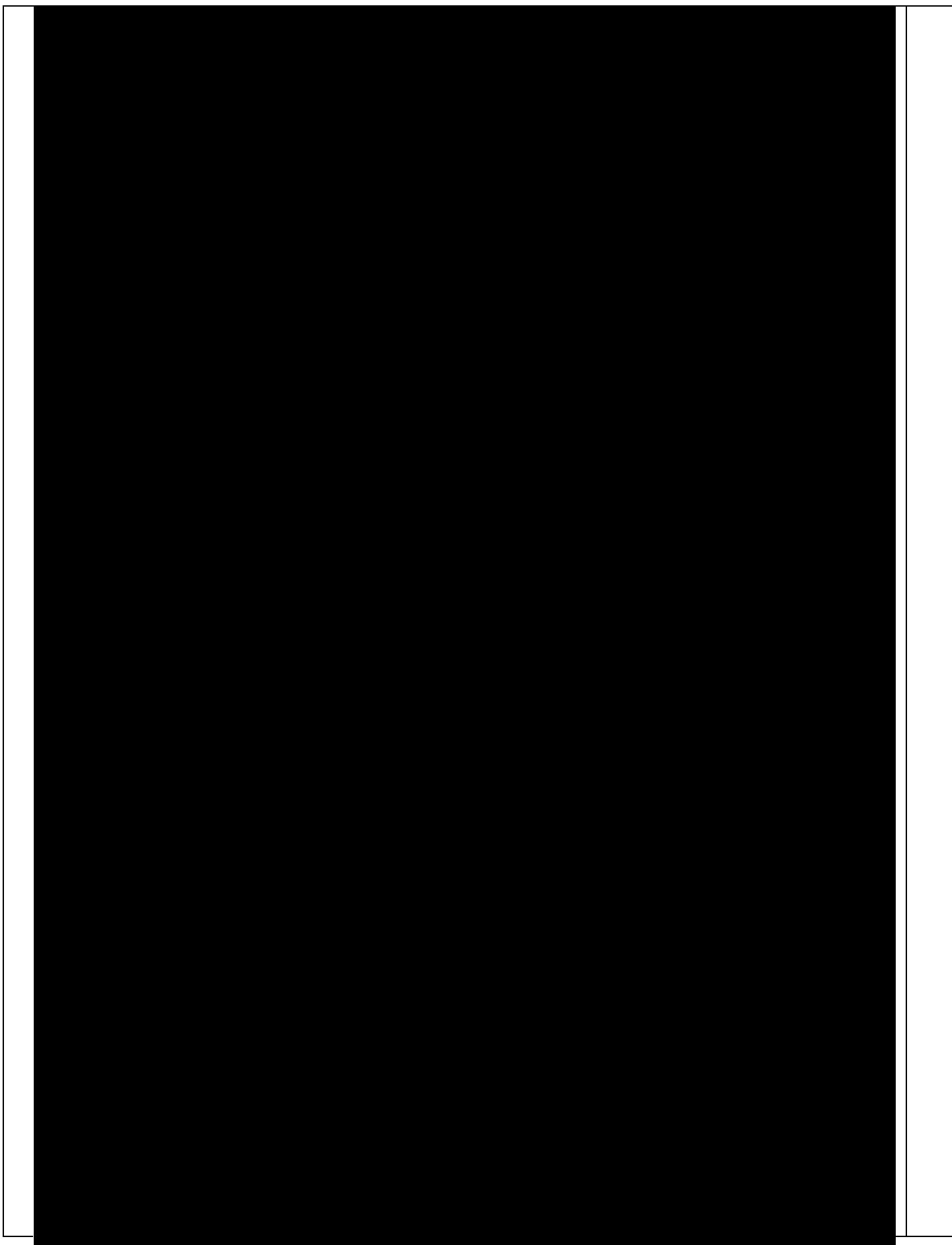


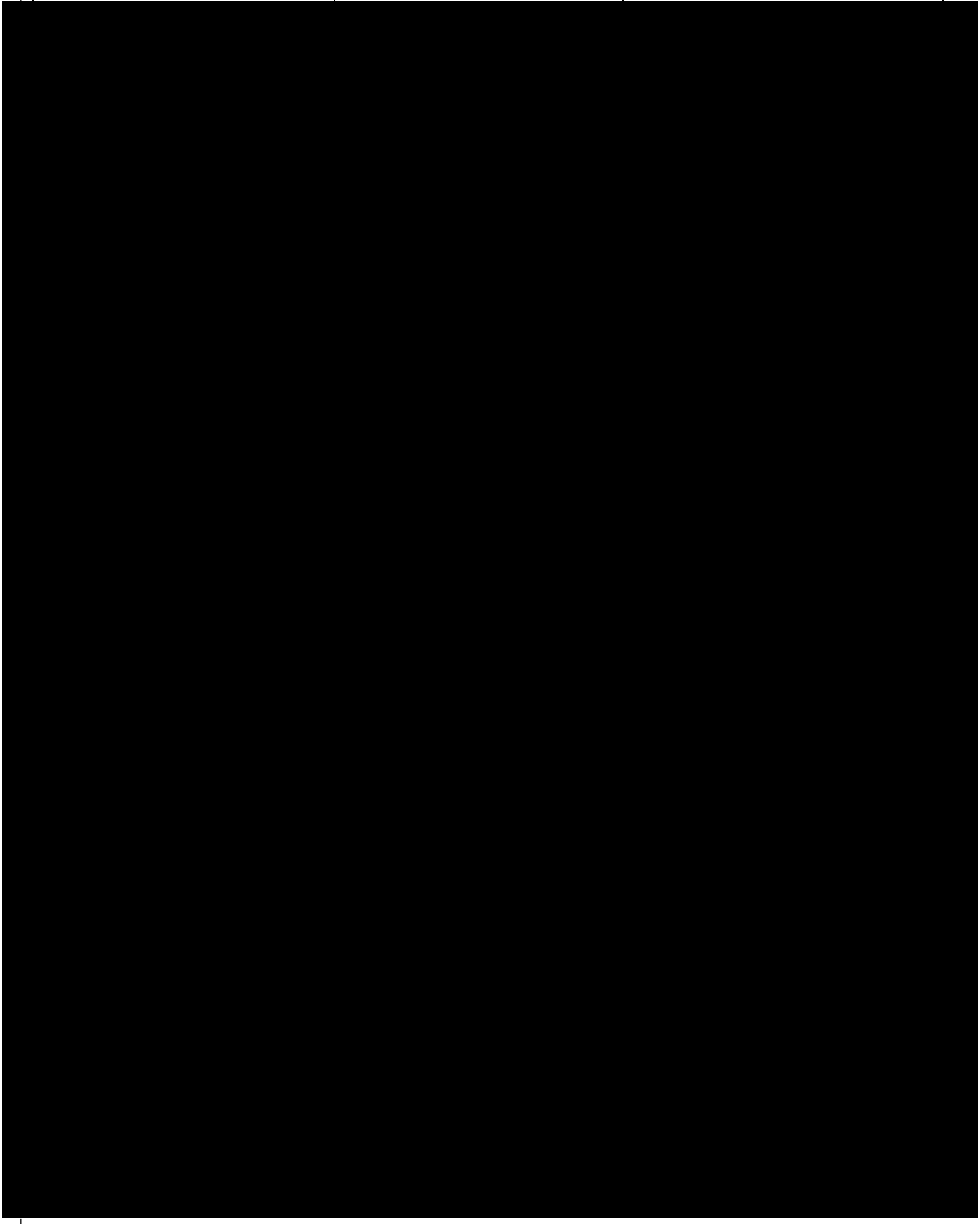




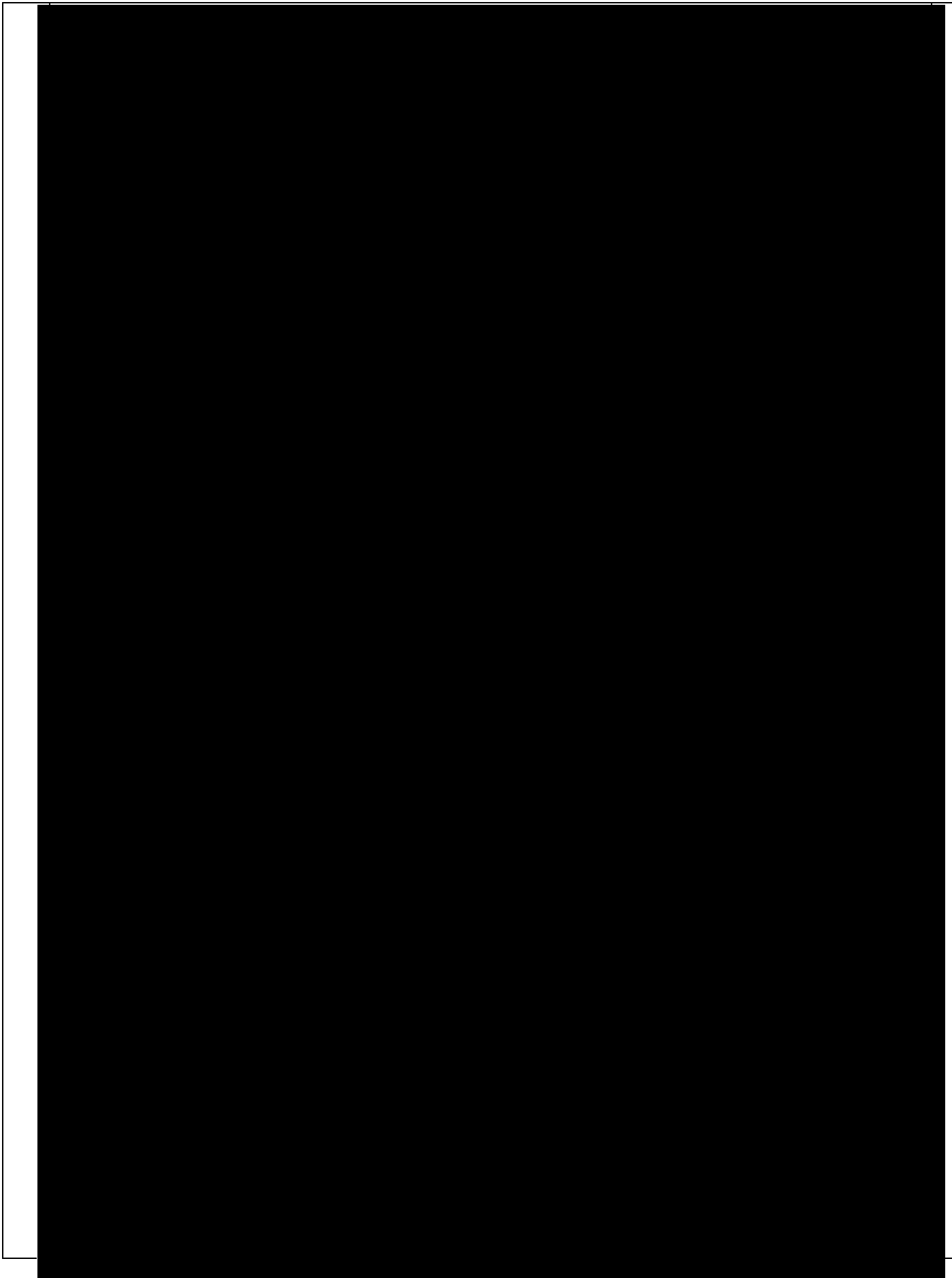
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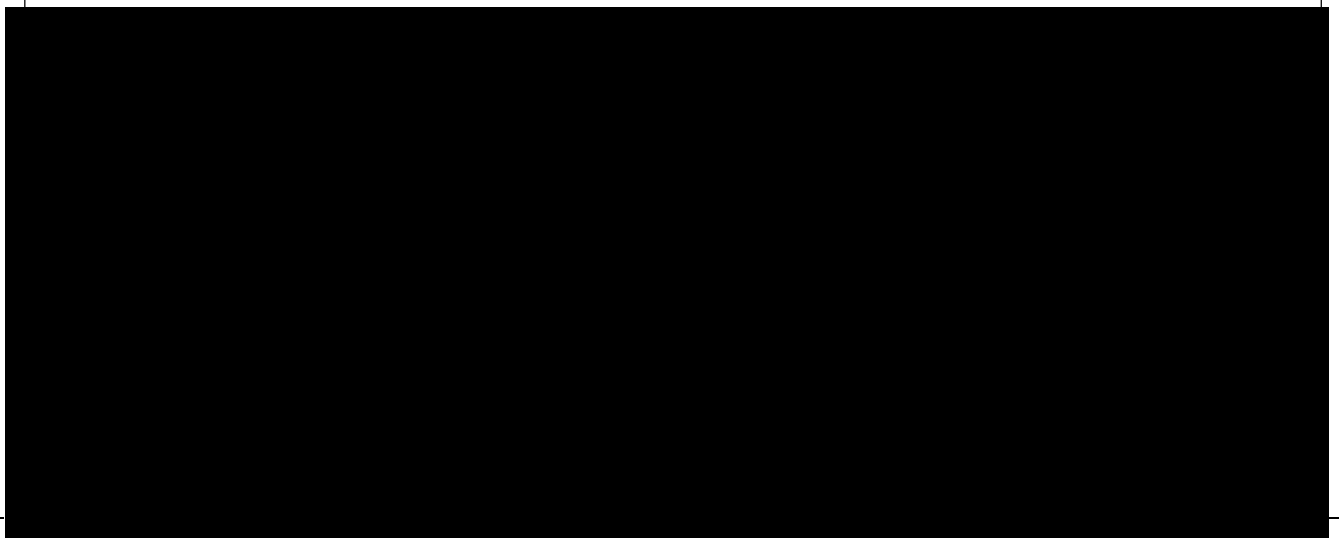
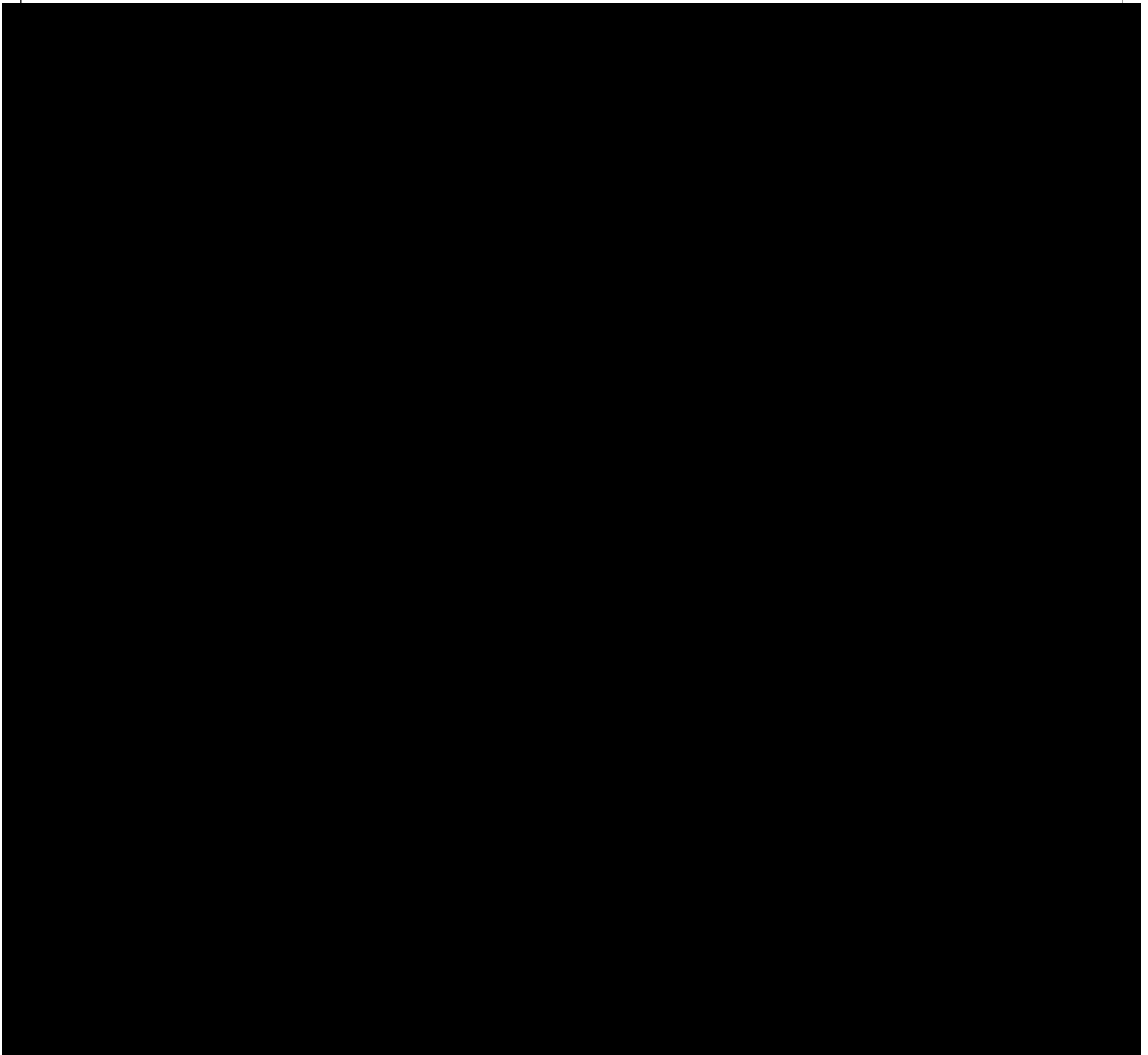
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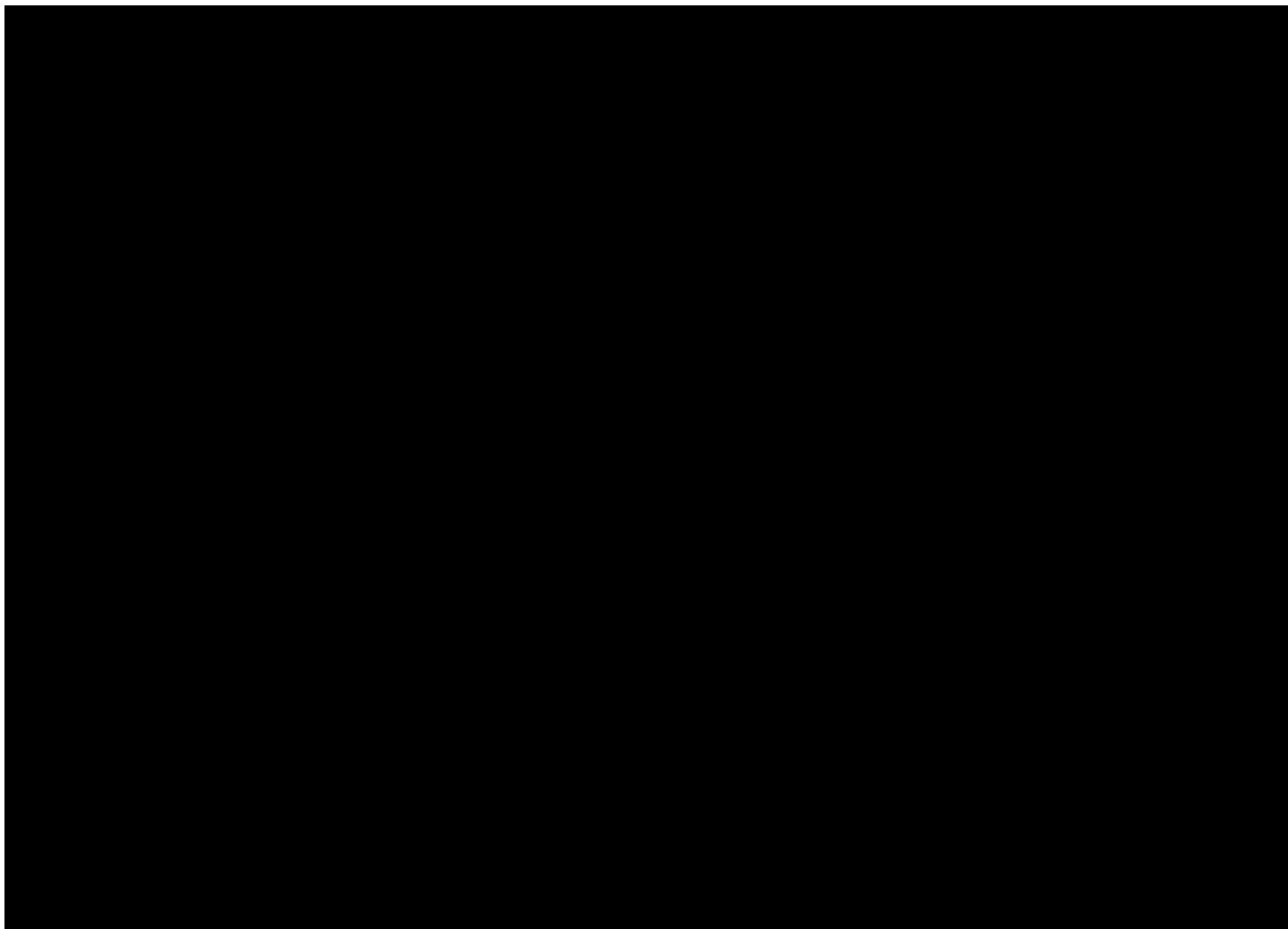


		
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7	<p>In section 2.6 of the ITT, we say that we want to make best use of the skills and knowledge of experienced care providers. We want that parents, Short Breaks carers, who provide care in their own homes, can benefit from the skills and experience of the provider's care workers.</p> <p>Describe how you would achieve this. Include how you will resource this and how you will report on the impact of this activity.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED][REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED][REDACTED] <p>[REDACTED]</p>	70

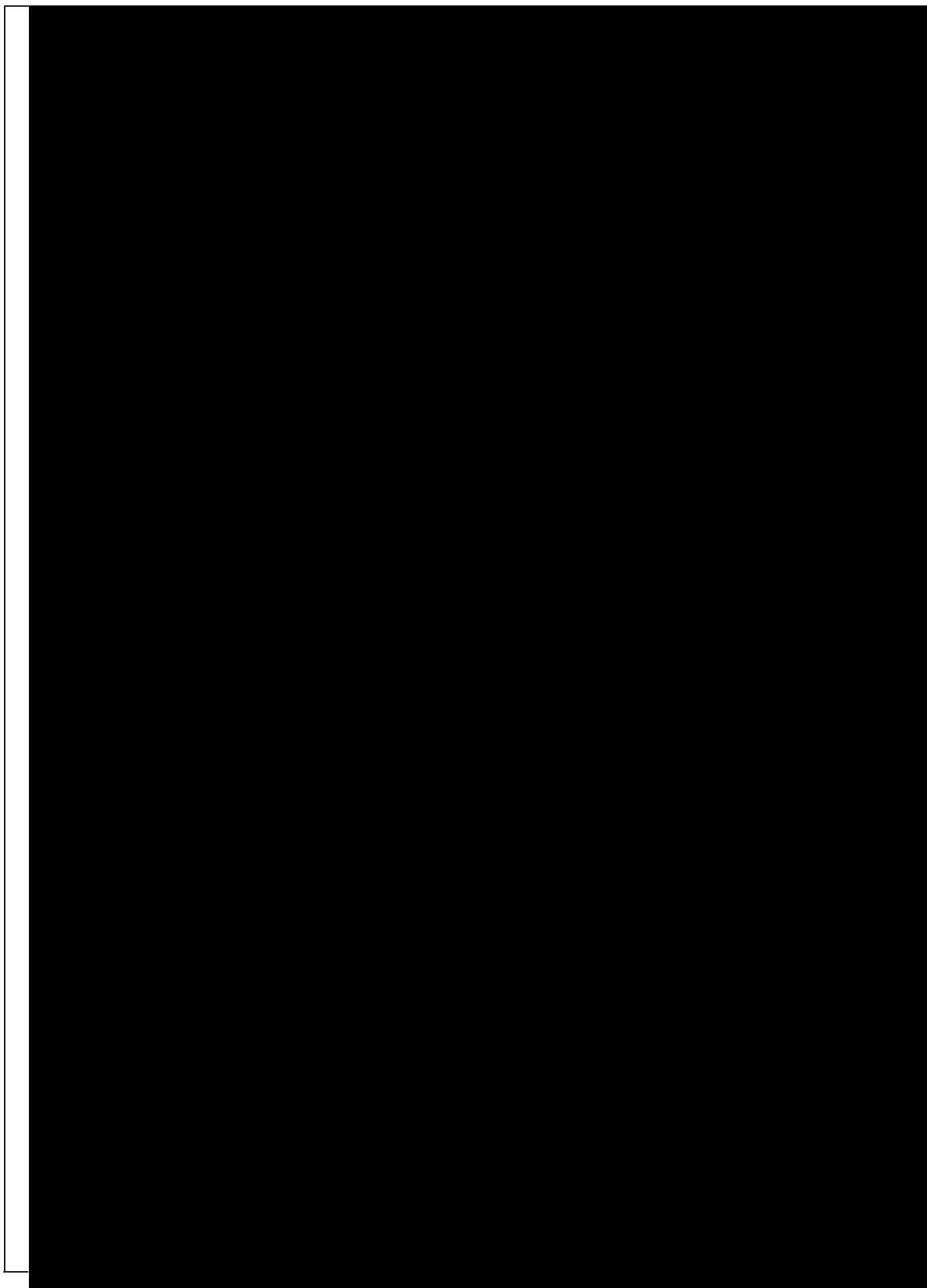






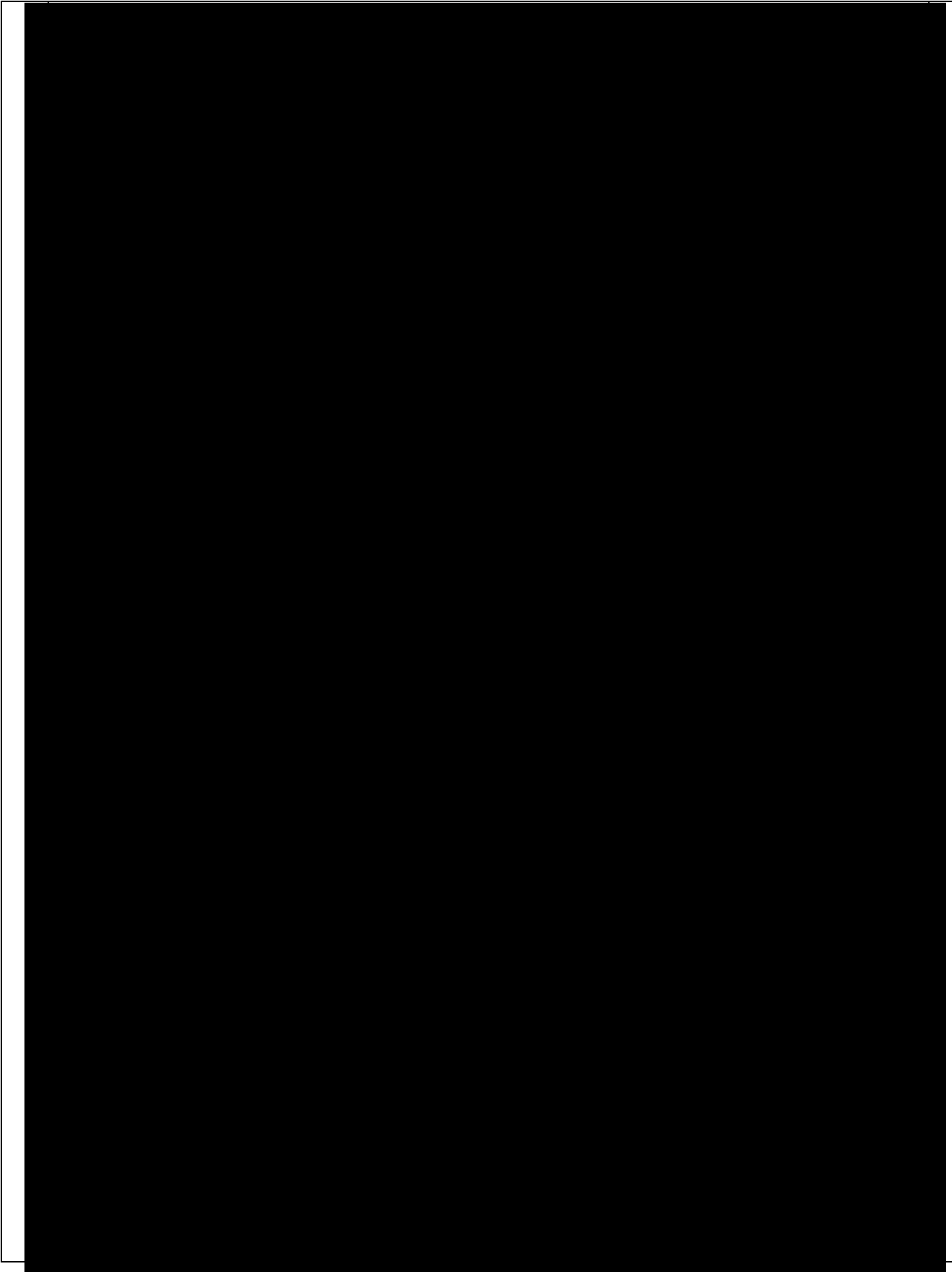
8	<p>In section 3.8.18 of the ITT, we say that the provider will add social value to the area by raising awareness and interest in the care profession.</p> <p>Describe what you will do to achieve this. Include how you will resource this and how you will report the impact of this activity.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	40
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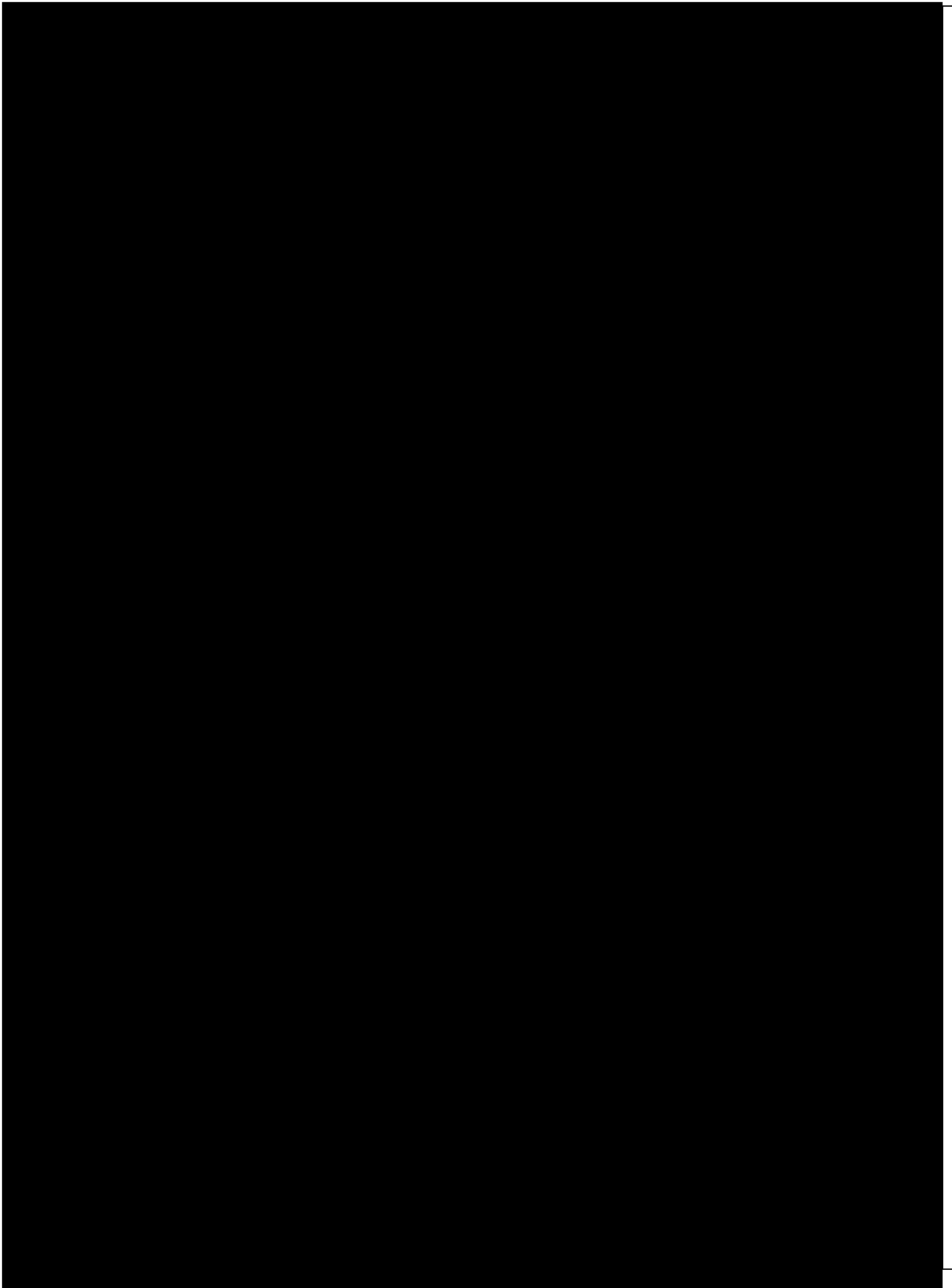






	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	
9	For information only: Provide a timeline with tasks to illustrate how you would manage the transition period to prepare for contract start.	70
<div>[REDACTED]</div>		





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Pricing Schedule

(Note: The provider will not use any part of the contract payment to fund any other activities, which do not relate directly to the delivery of the service.)

Complete information in red

A) Costs associated with care

Break down of cost for one hour of care	Cost / £
Hourly wage paid to care worker Based on average skills & experience	
Hourly on-costs for care worker (E.g. NI, pension, travel)	
Hourly management cost for care worker	
Hourly other costs for care worker (Provide detail of what you have included as <i>other costs</i>)	
Total cost for one hour of care (a)	

B & C) Costs associated with residential setting

B) Bradbury House Building owned by Shropshire Council	Cost / £
Break down of cost for ONE NIGHT	
Staff related costs (X Staff on duty for one night, based on an occupancy of Y beds)	
Number of care hours for one night multiplied by a	
Occupancy related costs	
Utilities (water, heating, cooking, insurance, council tax)	
Food for staff & children	
Other costs (Provide detail of what you have included as <i>other costs</i>)	
Building related costs	
Rent or mortgage	
Structural maintenance of building	
Maintenance of interior	
Maintenance of outdoor area	
Replacement of household goods (as per inventory)	
Other costs (Provide detail of what you have included as <i>other costs</i>)	
Total cost for ONE NIGHT (b)	

C) Another residential setting (option: PFA Home) Building owned / rented by [insert here]		Cost / £
Break down of cost for ONE NIGHT		
Staff related costs (X Staff on duty for one night, based on an occupancy of Y beds)		
Number of care hours for one night multiplied by a		
Occupancy related costs		
Utilities (water, heating, cooking, insurance, council tax?)		
Food for staff & children		
Other costs (Provide detail of what you have included as <i>other costs</i>)		
Building related costs		
Rent or mortgage or return on initial capital (Note: The provider will not use any part of the contract payment to fund any other activities, which do not relate directly to the delivery of the service. This includes the costs associated with capital investments. Where the initial capital investment has already been repaid, we would expect that the capital costs, charged to the contract, are reduced accordingly.)		
Structural maintenance of building		
Maintenance of interior		
Maintenance of outdoor area		
Replacement of household goods (as per inventory)		
Other costs (Provide detail of what you have included as <i>other costs</i>)		
Total cost for ONE NIGHT (c)		
Costs proposed		
Setting	Number of nights (d)	Cost / £
Bradbury House		
Another residential setting		

Total for 2431 nights – scored (maximum 400)				
Your profit margin				

CMCV 037 – OVERNIGHT SHORT BREAKS FOR DISABLED CHILDREN

Confidentiality Undertaking Regarding TUPE

[Date] 2018/19

[NAME]

Your ref: *

Our ref: * CMCV 037

Dear Bidder

We have taken legal advice in this matter and anticipate preparing a tender on the basis that the Transfer of Undertakings Regulations (Protection of Employment) Regulations 2006 and the EC Acquired Rights Directive 23 of 2001 may apply to this Contract. We also understand that there is confidential information relating to employees which will be provided on receipt of this letter.

We now formally request from you full details of the current provider staff and conditions of employment.

We hereby acknowledge that this information is confidential. We undertake: -

1. To treat the information in the strictest confidence
2. That the information will be used solely for the purpose of preparing this Tender
3. That it will not be disclosed to any other party for any purpose whatsoever, except for the purpose of preparing this Tender and we will not make copies thereof

We acknowledge that all documents and other information received from the Council as detailed above shall remain the current provider's property and that we will hold them as bailee for the current provider, exercising reasonable care to keep them safe from access by unauthorised persons. We shall also return them to the Council forthwith on written request.

We acknowledge that we shall fully indemnify the current provider against all losses claims damages fines costs and other liabilities as a consequence of or arising from our failure to comply with our obligations to keep such information confidential.

DATED THIS DAY OF

Signature (as in Form of Tender)

Duly authorised to sign for and on behalf of the Tenderer (print full name and address of Tenderer)

Please return to procurement@shropshire.gov.uk, Procurement & Contracts Team, Shropshire Council, Shirehall, Abbey Foregate, SY2 6ND

**CONTRACT REFERENCE: CMCV 037 – OVERNIGHT SHORT
BREAKS FOR DISABLED CHILDREN**

**Confidentiality Undertaking Regarding
SERVICE USER DETAILS**

[Date] 2018

[NAME]

Your ref: *

Our ref: *

We understand that there is confidential information relating to Service Users, which will be provided on receipt of this letter.

We now formally request from you the Pen Pictures of Children and Young People receiving support to access Overnight Short Breaks in connection with the above tender.

We hereby acknowledge that this information is confidential. We undertake: -

1. To treat the information in the strictest confidence
2. That the information will be used solely for the purpose of preparing this Tender
3. That it will not be disclosed to any other party for any purpose whatsoever, except for the purpose of preparing this Tender and we will not make copies thereof

We acknowledge that all documents and other information received from the Council as detailed above shall remain the council's property and that we will hold them as bailee for the council, exercising reasonable care to keep them safe from access by unauthorised persons. We shall destroy the information once the procurement is completed. We shall also return them to the Council forthwith on written request.

We acknowledge that we shall fully indemnify the council against all losses claims damages fines costs and other liabilities as a consequence of or arising from our failure to comply with our obligations to keep such information confidential.

DATED THIS DAY OF

Signature (as in Form of Tender)

Duly authorised to sign for and on behalf of the Tenderer (print full name and address of Tenderer)

Please return to procurement@shropshire.gov.uk, Procurement & Contracts Team,
Shropshire Council, Shirehall, Abbey Foregate, SY2 6ND

PACC Participation Report

Re Commissioning of Assessed Short Breaks in Shropshire

2016/17



SHROPSHIRE Parent
And
Carer
Council

Charity Number 1150180

Face 2 Face
Parents supporting parents
of disabled children



This work started in April 2016 with the creation of a 'task and finish' group in April 2016. Two PACC representatives joined this group and have provided parent carer representation throughout the recommissioning process.

This has included;

- An initial response to the recommissioning proposal
- Hosting a parent carer workshop to discuss the recommissioning proposal
- Creating and distributing a survey to 'test' key statements developed during the workshop
- Working with Shropshire Council to develop key messages and communications about the recommissioning process for the local parent carer community
- Providing comment and feedback on the business case and tender document based on discussion with the Shropshire Parent Carer Community.
- Participating in information events for potential providers

PACC Response to initial discussions at Task and Finish Group Meeting on the 18th April 2016

There are 4 key areas of particular concern to PACC with regard to this piece of work, which are listed below along with some thoughts relating to each area.

Communication: It is inevitable that in the current financial environment that a review of any service will cause concern amongst families. Assessed Short Break services by their nature are services used by vulnerable families and individuals, who are facing a variety of challenges in their lives and as such any potential change to these services is liable to cause anxiety. To help reduce this anxiety it is key that there is a real sense of transparency * around this work and a clarity about why this is happening and what the intended outcomes are. To facilitate good communication with families about this work and to reduce any associated anxiety about what it will mean for families, PACC recommends the following;

- The T&F group produce a clear and parent carer friendly briefing outlining the recommissioning process and providing background information such as why it is necessary and the intended outcomes. This should be sent directly to all current users of assessed services and shared via other routes (such as, the Local offer, PACC and other voluntary sector organisations) to the wider parent carer community.
- The Local Offer is used to share updates about the recommissioning process on a regular basis – including opportunities for parent carer to contribute to the process.
- A consultation with the wider parent carer community is built into the recommissioning timeline, which will be able to inform the specification development for the Tender.

**Pacc recognises that some of the information shared with its representatives on the T&F Group might be commercially sensitive and confidential, but we believe that there can still be a fundamentally transparent approach to communication about this work with parent carers.*

Service Offer - Structure and Levels: PACC is committed to ensuring that local commissioning is informed by robust data about the levels and type of local need. We know that historically that this level of information has not been available in Shropshire but that steps are currently in place to address this. The recent PACC report 'Accessing Social Care Support for Disabled Children and Young People in Shropshire' highlighted that currently there are several barriers to families requesting social care support and that this has given a false picture of need, suggesting that it is lower than it actually is. It is key to the success of this work that there is a true understanding of the level of need for assessed social care support services in Shropshire. Linked to this is understanding the role that these services play in early intervention and preparing young people for adulthood. To ensure that the recommissioned service is structure in a way that responds to the range and level of needs in the local community PACC recommends;

- Case studies and profiles are produced of families who might require assessed social care support. For example, families might request support due to challenges as a result of; a young child consistently not sleeping, a young person having a high level of medical needs that require 24hr care, to help a young person develop independence and confidence away from the family environment. This will ensure that the services tendered for will cover the full range of needs likely to be present in the local community.
- That current available data is analysed to provide some understanding of the make-up of the local population of children and young people with a disability in Shropshire, who are likely to access assessed social care support. Since these are services that are targeted at those young people with the highest level of need the majority of the young people who might be eligible for these services will have a statement or an EHCP. Other possible sources of information about this group are Severndale Academy, DCT, CDC and CAMHS records.

Outcomes: It is essential that these assessed social care services are designed to deliver a range of positive outcomes for families and not just seen as crisis response services. In the PACC Report 'Accessing Social Care Support for Children and Young People with Disabilities in Shropshire' we raised concerns that there is a current lack of clarity about the role that social care support plays in developing the resilience of families of children and young people with a disability through early intervention and of how they are essential in delivering the 'preparing for adulthood' outcomes of independent living and community inclusion. The Children and Families Act highlights the need for services to focus on preparing children and young people with SEND for adulthood and the Ofsted and CQC SEND Local Area Inspections, due to commence in May 2016, will specifically look for evidence that Local Areas are delivering these outcomes. To ensure that the recommissioning process results in services that deliver the 'preparing for adulthood' outcomes PACC recommends that these form a core part of any service specification included in the Tender.

A holistic and integrated approach: Assessed social care services should be designed so that they integrate with other services and contribute to delivering holistic packages of support. Consideration should be given to how families will be supported to access services, in terms of transport provision, Community Health Services so that young people's medical needs are fully met and how the services will link to adult social care during transition, for example. The new services should be required to contribute to EHCP process where required and staff should understand their role in the delivery of long term outcomes and a good quality of life for individual young people. To support this PACC would like to see

the recommissioning process include discussions with; the transport team to understand how their provision can support the effective delivery of assessed social care services, Adult Social Care to ensure that there is effective transition between Children's and Adult's Social Care; and the Community Health Team.

There are a number of resources that PACC would like to see being used as reference and guidance documents in this recommissioning process;

Short Breaks Toolkit – Contact a Family http://www.cafamily.org.uk/media/923948/short_breaks_toolkit.pdf

Council for Disabled Children guidance for short breaks commissioners
<http://www.councilfordisabledchildren.org.uk/media/1103298/short-breaks-commissioning-guide.pdf>

Action for Children guidance for short breaks providers
<https://www.actionforchildren.org.uk/media/5997/sbp-provider-guidance-final.pdf>

Preparing For Adulthood Self Evaluation Tools
<http://preparingforadulthood.org.uk/what-we-do/pfa-self-evaluation-tool>

Developing Children's Social Care in Shropshire

Parent Carer Workshop— 24th June 2016

A small parent carer workshops was held to discuss what local parent carers who like to see happen in terms of developing both overnight Short Breaks for disabled children and the provision of community based Short Breaks. Parent carers were asked to consider;

- Why these services were important to them
- How they wanted these services to be delivered
- What their priorities for these services were
- What was currently working or not working about these services in Shropshire

The Agenda for the workshop is provided below;

9.30am **Welcome and Introduction to the Day**

Housekeep

Agenda

Session 1 - Recommissioning of specialist social care service

9.40am **Introduction;**

Why this work is happening

The involvement of families

9.50am **Role Task & Finish Group and Timeframe for Recommissioning;**

Looking at current services, existing resources,

Parent & CYP comments, what important, Gaps

What is necessary – legal framework

Decision based on balance between commissioner – family – provider

- 10.20am **Introduction to discussion Activity;**
Creating a Demand Story – What, Why and How
Priorities
Current services what is working / not working?
- 10.35am **Any Questions?** (SC & PACC)
- 10.50am **Refreshment Break**
- 11.00am **Discussion Activity**

Notes from Assessed Short Breaks Workshop – 24th June 2016

Group 1 (5 parent carers)

What – High Needs Community Support Provision

Why is this service needed?

- Limited opportunities to access activities if specialist support not available
- Provides an opportunity for children and young people to develop independence and social skills away from their family – “not having your Mom holding your hand all the time” – especially as you get older
- Provides a chance to mix with other children and young people and to experience a wider range of environments
- A chance to learn in a different environment – that might be different but still familiar (the consistency of staff important)
- Time out for the family – opportunity to do things with the other children in the family or to spend time with your partner – “My other children need to be the priority sometimes”

How would you like to see this provision delivered?

- With a straight forward assessment process that doesn't make parent carers feel worse – reduce the assessment burden – it takes too long and is a difficult experience for families, focuses on all the negatives not what difference the service can make
- The provision should be flexible and offer choice – “we have one holiday scheme and you either take it or leave it – what happens if it doesn't work for your child or family?”
- It should be a provision that is aspirational for our children and not inappropriately risk adverse
- With well trained staff and responsive to any new training needs
- The service should deliver consistency in staff and quality and work to an agreed plan for each child
- Should offer support to parents on family days out or even on holidays
- The staff should build good quality relationships with both the child and the family
- There should be clear outcomes agreed for the support provided
- Progress towards agreed outcomes should be regularly reviewed and the support provided should be responsive to the changing needs of both the young person and the family
- If a personal budget is offered help should be available to parent carers to find and engaged a service or PA – a brokerage service

- The service should be able to respond to a range of needs, including medical needs and profound disability – there should be as much of a choice of availability and activities for this group as any other and it should not be limited by the lack of medical care available.

What – Residential Short Breaks Provision

Why is this service needed?

- To support parent carers to access / maintain work or education, especially during holiday periods – time to catch up
- No other family support networks available locally
- The friends I would usually ask to childmind can't cope with my child
- The get a good night sleep – “my child doesn't sleep for more than a few hours” “my night is always disturbed by having to administer medicines” “my child doesn't just wake me – they wake the whole house”
- “To keep me going through the school holidays!”
- “To provide some periods of normality for me and my other children”
- Parents need a break to keep on caring – “we've been doing this for a long time”
- To develop young person's independence away from the family
- To help my son understand that there are other people who can help him not just family and not just in school
- To help parent carers to trust others to care for their child
- To enable the rest of the family to do ordinary things
- “I am too tired to address / change behaviours – I need help to do this”
- To help me maintain a relationship with my wider family by being able to go to family events such as weddings, my other children's graduation etc – If I can't participate in my other children's lives they resent their disabled sibling
- “So that I can spend some time with my partner”
- To support us in times of family crisis or illness
- To help families prepare for the future

How would you like to see this provision delivered?

- Overnight support offered both in and out of the family home
- With effective communication, using a range of types, especially email and texts
- In partnership with other support offered to my family – so that everything is co-ordinated
- With good links with school so that each services supports each other – sharing information and re enforcing each other's work – sharing targets and outcomes etc
- To have the option of short but frequent stays
- For the child and family to be well supported during their introduction to the services - parents need to know exactly what is happening and when

- Clear individual outcomes to be delivered by the services for each child
- In partnership with the family – good communication so that it is clear what support the child needs and how the service will work towards developing independence
- Visits from the service provider to the family home – get to know the child in a variety of environments and build a quality relationship
- Outreach to be provided by residential provider – build on the relationship
- Make sure that there are enough staff to cover emergencies “my child had to go to hospital in an ambulance by herself because there was not enough staff on duty for one to go with her – there should be a contingency to cover this – somebody on call to come in if there is an emergency.”
- As part of early planning – is it likely that residential care might be a possibility in the future, what does it look like – introduce the idea to families to make it less scary when it is needed.
- So that families have a choice of provider – once the level of need is assessed and the level of support needed agreed then families should be supported to look at all the options available to explore how their needs can be best met
- Opportunities for families to visit the residential units to look around them and feel comfortable – including grandparents and siblings
- They should be accessed via a short and responsive assessment – parents are already exhausted in most cases when they request help and then a long assessment is really difficult. Provide interim support and care while assessment is being completed.

Priorities

- The service can respond to a child or young person’s individual needs including medical needs
- Parent carers have confidence in the service, particularly;
 - The services ability and commitment to maintaining good communication with the family
 - That the service is safe because of appropriate staffing ratios, with knowledgeable and well trained staff, that are person centred in approach
- The service is flexible and can respond to changing needs and family commitments
- The service offers a plan to deliver agreed outcomes for each child and young person, which is agreed with home, school and other services that offer support to the family – delivering a collaborative approach to support
- A service that offers continuity in staff and quality relationships with the child and family.

What about the Current Services is Working / Not Working

Working;

- Good quality of support at clubs and outreach

Not working;

- Assessments are difficult for parents and take too long, leaving families in crisis and with no support
- Not enough activities and choice for children with medical needs
- No brokerage service for Personal Budgets – parents are left to sort everything themselves

- No emergency cover – especially where cover can be provided in the home
- Lack of long terms aims/outcomes for individual children, which progress can be easily measured against
- Help is provided too late – needs to be considered earlier in a proactive way
- Lack of transparency about eligibility criteria
- Parents don't understand what is available or what the services look like
- Lack of capacity in disabled children's team
- Frequent poor experiences when families ring first point of contact to request support
- Limited days offered during school holidays – makes it impossible to work

Group 2 (5 parent carers)

What – High Needs Community Support Provision

Why is this service needed?

- To access after school clubs when 1:1 support is needed
- Supports a consistent routine that helps address anxiety
- Enables participation in clubs to support health and fitness
- Provides a bit of normality for the disabled child – they can choose an activity and do things that other children do

How would you like to see this provision delivered?

- With support workers who actively engage with the young person and build a genuine relationship
- Assessment done by people who know the family – GP's or SENCO – some families are put off by contact with social services
- With plenty of provision for the early years children at weekends and Wednesday afternoons when Severndale nursery closed – under 5's are tired after school
- Use facilities outside of Shrewsbury that are currently under used – for example Wem Sure Start Centre – plenty of parking and train services
- Vary the venue of regular clubs such as the AFC Saturday morning club
- Use Schools as venues at weekends
- As a continuous service up to 25
- Work with parents to set a target (outcome) for child to achieve while having community support
- Providers have a copy of child's EHCP or if they don't have one write a one page profile
- Providers to share a generic set of paperwork for each child (maybe held on line) so parents do not have to fill lots of different forms in
- Involve child in decision making as much as they are able to – so they can make their views known and say what they want to do
- Link advocates to community activities

What – Residential Short Breaks Provision

Why is this service needed?

- To provide emergency overnight care if parents ill or there is a family crisis
- Some families of more than one disabled children and other disabled family members and are overwhelmed by caring role
- To enable parents to spend time with siblings and extended family – it can be very isolating for parent carers who have to stay at home with a disabled child
- Parents need a break from caring and the system
- So that I can be the best parent I can be – the break helps me recharge and keep going
- If you are a single parent and there is an emergency

How would you like to see this provision delivered?

- So it is flexible and able to respond to the needs of families
- So that it can meet the needs of high functioning autistic children who have behaviours that challenge
- So that overnight breaks can be offered for the under 5's
- More clarity and information provided by places such as CDC about what is available for overnight short breaks
- As part of early intervention and future planning for children and families – so they can integrate short breaks into their lives – need a longer transition into the service
- A clear lower level assessment that will provide info about how to access high needs services and indicate if you might be eligible
- Staff to be well trained – particularly Makaton, other alternative communication systems, peg feeding – minimum NVQ level 3 – managers NVQ level 1
- Staff trained in personal care and not assume that everyone can change a pad properly!
- With a sense of humour!
- Involve parents and children in recruitment of staff
- Know the children's interests and be responsive to them
- By staff who are physically fit and cope with the physical demands of our children

Priorities

- Community and residential support available before aged 4 – so little for pre school children currently
- Joint commissioning of services between health and social care
- Deliver a focus on developing independence of young people, e.g. travel training and independent living skills
- A higher level of support during school holidays
- A brokerage service to tell families what their options are when spending their personal budgets
- Maintain a residential service that can respond to the level of need

What about the Current Services is Working / Not Working

Working;

- There has been improved access to DCT – this needs to continue

Not Working;

- Need a familiar member of staff when staying overnight – doesn't always happen – more continuity for child needed
- Better understanding of mental health issues by DCT staff – in some cases relationships between team and families are not good enough
- Need better information about services – short and clear and less forms to fill in

Testing Key Messages developed based on Workshop discussions

Following the workshop PACC developed a series of key messages reflecting what parent carers felt was important in relation to overnight residential short breaks and high needs community based short breaks. A wider group of parent carers were then asked to ;

- State if they agreed, disagreed or neither agreed or disagreed with the statements about why these services were important
- State if they agreed, disagreed, or neither agreed or disagreed and to indicate the top 3 messages in relation to how these services should be delivered.

22 responses were received in total - 13 paper copies and 9 online

The ages of the children of the parent carers who responded were;

0-5 = 6 6-11 = 8 12-16 = 6 17 – 25 = 2

10 parent carers who had responded had accessed residential short breaks

9 parent carers had accessed Community Short Breaks

Figures include 5 families who have accessed both

On a few occasions parent carers did not answer individual questions meaning that there are not always 22 responses to all questions.

The responses given are provided on the following pages.

Below are key message that the workshop discussion indicated were why residential and community support short breaks are important to parent carers in Shropshire

	Agree	Neither Agree or Disagree	Dis - agree
Residential and community support short breaks are essential to enable me to continue in my caring role	15	7	
It is important to me that residential and community support short breaks offer opportunities to develop my child's independence and new skills	19	3	
I would like residential and community support short breaks to enable me to maintain or start work	17	4	1
Residential or community support short breaks help me to maintain my relationship with the rest of my family	16	6	
I need increased access to residential or community support short breaks during the school holidays	18	3	
Residential and community support short breaks are an important part of preparing me and my child for the future	18	2	
My family needs residential and community support short breaks to be available in times of family emergencies or illness because we do not have other sources of support	20	2	

Comment

Parent carers who had not accessed any assessed short break support were more likely to answer neither agree or disagree to the following statements;

“Residential and community support short breaks are essential to enable me to continue in my caring role”

“Residential or community support short breaks help me to maintain my relationship with the rest of my family”

Below are key message that the workshop discussion indicated are important to parent carers about the way that residential and high needs community support short breaks should be delivered.

Key considerations for residential and community support short break provision	Agree	Neither agree or Disagree	Disagree	Identify your top three priorities for the provision (Mark with a tick)
Residential and community support short break services should be able to respond to a child or young person's individual needs, including medical needs	21			6 ticks
Residential and community support short break services must be committed to maintaining good communication with the child's family	21			5 ticks
Residential and community short break services must have appropriate staffing ratios, with knowledgeable and well trained staff, that work in a person centred way	21			7 ticks
Residential and community short break services should be flexible and able to respond to changing needs and family commitments	20	1		3 ticks
Residential and community support short break services should offer a plan to deliver agreed outcomes for each child and young person, which is agreed with home, school and other services – delivering a collaborative approach to support	20	1		1 tick
Residential and community short break services should offer continuity in staff and quality relationships with the child and family	20	1		3 ticks
Residential and community short breaks services should be available for children under the age of 4	12	6	3	
Residential and community short break services should be funded and managed jointly by health and social care	15	4		1 tick

Residential and community short break services should focus on developing the independence of children and young people	18	2		2 ticks
Residential and community short break services should offer a higher level of support during school holidays	19	1		5 ticks
Families need a brokerage service to help them purchase support with personal budgets	17	3		1 ticks

Comments

All parent carers who either ticked 'neither agree or disagree' or disagree in responses to the statement "Residential and community short breaks services should be available for children under the age of 4" had children who were considerably older than 4 i.e. 9 or above.

Conclusion

It is clear from the discussion at the workshop that both residential and high needs community based short breaks are services that are valued by parent carers. They are services that parent carers see as key to maintaining family life, and for a significant number of parent carers are seen as essential to enable them to continue in their caring role.

Short break services play a particularly important role during school holidays.

The quality and experience of staff is key to parent carers having a good short break experience, as is good communication with the family and co-ordination with other services.

Parent carers are also clear that short breaks should play an important role in supporting their children towards independence and adulthood. They want these service to provide opportunities for their children to spend time away from the family network, to develop new skills and confidence.

Shropshire Parent and Carer Council

Tel: 0845 601 2205

Email: enquiries@paccshropshire.org.uk

www.paccshropshire.org.uk

Information & Support, Influence & Change



SHROPSHIRE **P**arent
And
Carer
Council

Charity Number 1150180

Face 2 Face
Parents supporting parents
of disabled children



PROPOSED HEADS OF TERMS FOR A LEASE OF BRADBURY HOUSE, FRITH CLOSE, SHREWSBURY, SHROPSHIRE SY2 5XW

Subject to Contract and formal Council approval

1. Parties

Landlord Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND.

Tenant Tba

Landlord's Solicitor Shropshire Council – Legal & Democratic Services

Tenant's Solicitor Tba

2. Property Bradbury House, Frith Close, Shrewsbury Shropshire SY2 5XW.

3. Demised Premises The property edged red on the attached plan.

4. Term Six years, co terminus with the service contract. There will be a mutual break clause with a break date of 19 May 2022 (or otherwise in line with a change in the commencement date) or the lease will end if the service contract is terminated at any time. The renewal provisions in sections 24-28 of the Landlord and Tenant Act Will be excluded from the lease.

5. Commencement date 19 May 2019, or a date to be agreed.

6. Permitted Use As residential accommodation for children and ancillary offices for the running of the service contract.

7. Rent One peppercorn, if demanded.

8. Tenant's Covenants:

- a) The Tenant to pay the rent and all outgoings on the property including utility costs, taxes, charges etc.
- b) The Tenant to be responsible for keeping the property clean and tidy, including the external open areas, insuring that the paths and access areas are clear and gritted where necessary.
- c) The tenant will keep all door and window glass clean and replace any broken or damaged glass

- d) The tenant will be responsible for the internal decoration of the property.
- e) The tenant will repair and maintain, replacing as necessary, all,:
 - carpets,
 - furnishings,
 - white goods,
 - fixtures and fittings (shown on the inventory) and electric light fittings and sockets, not otherwise identified as the responsibility of the Landlord.
- f) The tenant will not act in a way, or allow others to do so, which may result in the insurance of the property being void or voidable or for the premium to be increased.
- g) The Tenant to be responsible for third party liability insurance up to £5 million, employer insurance and any other insurances required and to indemnify the Landlord against all claims arising from acts, omissions or negligence of the Tenant.
- h) Not to make any alterations to the demised premises.
- i) The Tenant is not to erect any aerials, masts or wires.
- j) Not to charge, underlet, or assign, or part with possession of the premises except for the use of accommodation permitted.
- k) Not to assign the whole of the premises.
- l) Not to use the Property for any purpose other than for the Permitted Use.
- m) To maintain registration of the property at all times in accordance with the requirements of the Care Standards Act 2000, as updated in the Children's Home (England) Regulations 2015.

9. Landlord obligations:
- a) To permit, on payment of rent and compliance with the Tenants obligations in the Lease, the Tenant quiet enjoyment.
 - b) The landlord will carry out such works it deems necessary to keep the property in good and tenantable repair, save for those works which are the responsibility of the tenant and also excluding fair wear and tear.
10. Insurance
- The landlord will insure the property, except any glass and tenant's fixtures and fittings.
11. Landlord reservation
- 100% nomination rights to the property for the term of the Lease but any spare capacity can be considered for 'sale', subject to prior written consent by the Council.
12. Costs
- Each party to pay their own legal costs for the preparation of the lease but a standard provision for payment of costs by Tenant in respect of preparation of notices etc. will be included in the lease.
13. Any additional standard clauses as may be required
- As per the Council's standard lease.

Inventory for Bradbury House, prepared for contract starting 19 May 2019 (ref. CMCV 037)

Based on an occupancy of 6 children in separate bedrooms each night,

Plus option of 1 emergency bed each night in separate bedroom

Sufficient for use by children and staff

When replaced, immediate transfer to council property

To be found in good repair and clean condition.



Room no.	Item	Number	Checked & present	Actions required
	For each of 7 children bedrooms			
5,16,18,20,23	pine bed and mattress	7	y	
8,10	nursing beds + high risk mattresses	2	y	
	side rails for beds	4	y	
	1 bedside cabinet	5	y	
	1 seat box	5	y	
	2 waterproof duvets	9	7 only confirmed	Mencap to purchase 2 spares
	2 waterproof pillows	9	13 only	
	2 duvet covers	14	y	
	2 matching pillow covers	14	y	
	2 fitted sheets	14	y	
	1 curtain	7	y	
	1 carpet	7	y	
	wall mounted small TV	2	y	replaces 2 portable TVs
8,10	Ceiling hoists	2	y	SC responsibility
8a,5a,23a,20a	4 bath or shower rooms for 7 children			
	Bath insert, to be specialised mobility bath	1	y	SC responsibility
	Changing bed and trolley	2	y	
	2 towels each	14	y	
	For staff bedroom & showerroom			
	Metal bed	1	y	
	Bedside cabinet	1	y	
	Medicine cabinet (Mencap)	1	y	
	Medicine fridge (Mencap)	1	y	
	Plastic drawers removable (Mencap)	2	y	
	For kitchen			
	Bins	2	y	
	Chopping boards	4	y	
	Cooking utensils	various	y	
	Cooling rack	1	y	
	Crockery (plates, mugs, bowls, etc)	various	y	
	Cutlery	various	y	
	Miele Dishwasher	1	y	
	Food processor	1	y	
	Kettle	2	only 1 present	Mencap to replace missing ones
	Microwave	1	y	
	Mixing bowls	1	y	
	Pans (small, medium, large)	3	y	
	Paper towel holder	1	y	
	Toaster (4 slice)	1	y	
	Washing bowl & drainer	1	y	
	LG Double fridge	1	y	
	Fridge	1	y	
	Freezer	1	y	
	For cleaning / laundry room			
	Dryer	1		
	Drying rail	1		

	Mop & bucket	1		
	Electric iron	1		
	Step ladder	1		
	Vaccum cleaner (Dyson upright)	1		
	Washing machine	1		
	Washing basket	1		
	H&S cones	6		
	4 x 4 lockers for staff (Mencap)	1		Feel free to remove
	Dining / living room 1 (red)			
	Refectory dining table	1 y		
	Dining chairs	6 y		
	Toy boxes	3 of 7		in bedrooms
	Corner television cabinet	1 y		
	Video player	1 y		
	Two seater settee	1 y		
	Bean bag	1 y		
	movable storage / table unit	1 y		
	Toys	various y		
	Dining / living room 2 (blue)			
	Refectory dining table	1 y		
	Dining chairs	6 y		
	Toy boxes	4 of 7		
	Corner television cabinet	1 y		
	Stereo cabinet	1 y		
	Two seater settee	2 y		
	Activity cupboard	1 y		
	Widescreen TV	1 y		
	Hifi & CD player	1 y		
	Computer for children	1 y		Can be used in any room
	Toys	various y		
	Video recorder	1 y		
	Videos / DVDs	various y		
	Sensory room			
	Bubble tube	1 y		
	Bean bag	1 y		
	Projector (solar 250)	3 y		
	Soft play	1 y		
		various y		
	For office			
	Chair	3		2 Mencap
	Desk for 1 computer	2 y		1 Mencap
	Portable fans	2 y		1 Mencap
	Cabinets of various sizes	2		
	Under desk drawers (Mencap)	2 y		
	Corridor			
	Wooden cupboard for bedding (Mencap)	1		
	For outdoor area			
	Bike	1 y		
	Garden bench	2 y		
	Garden table & 4 chairs	1 y		
	Go-kart	1 y		
	Shed	1 y		
	Other equipment (Mencap)	Various		
	Safespace - Voyager	1 y - in store cupboard		I believe that this was purchased in 2012/13 for £2,998 using SB capital funding



Invitation to Tender

Deadline for submission

12 noon – 23 January 2019

CMCV 037 OVERNIGHT SHORT BREAKS

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1 Context

1.1 Local context

Shropshire is a predominantly rural county covering an area of 1235 square miles and including five market towns. Shrewsbury is the largest town and is in the centre of the county.

The Shropshire area is covered by one local authority, Shropshire Council (SC), and one Clinical Commissioning Group (CCG), Shropshire CCG.

An estimated 59,800 children (0-17 year olds) live in Shropshire, representing 19% of the total population. (Source: ONS midyear estimate 2015)

The Joint Strategic Needs Assessment (JSNA) tells us that overall Shropshire is a fairly affluent county with relatively low levels of childhood poverty. Children in Shropshire are more likely to achieve good attainment at school, be healthy and less likely to be in care than in many other areas in England. However, inequalities still exist and children living in the most deprived areas of Shropshire are less likely to achieve good attainment at school and are more likely to be unhealthy. Vulnerable groups of children such as looked after children (LAC) and those with the special educational needs and disability (SEND) are also less likely to be healthy and more likely to have poor attainment at schools. (Source: Shropshire Children, Young People and Families Plan, October 2016)

The majority of families with disabled children live in or near Shrewsbury. Having said that, there are significant numbers who live in smaller towns and rural areas of the county. Access to facilities can pose difficulties for some families.

We estimate that the number of children with SEND related needs in our area is more than 5000, based on the

Number CYP with of EHCP / statements	approx. 1331	(May '18 census)
Number of children on SEN support	3927	(May '18 census)

Of those, the following children access specialist provision in education, health or social care, following a statutory assessment (dated August 2016 – for illustrative purposes, present figures will be similar)

- 452 children access two local specialist schools (In and just outside of Shrewsbury)
- 67 children access maintained special schools in neighbouring authority areas
- 76 children access non-maintained or independent special schools
- 12-14 children access health services through children's continuing care
- 175 children are supported by a Social Care Disabled Children's Team

From this we can surmise that most children are not accessing specialist support. Any support that they are receiving is via universal or targeted services.

1.2 Legal context

Local Authorities have a responsibility to provide Short Breaks for families with disabled children.

By disabled children we mean children who are under the age of 18 and have a 'physical or mental impairment', which has a 'substantial and long-term effect' on the ability to carry out normal day-to-day activities. (The Equality Act 2010)

The Short Breaks Regulations, 2010, state that "... a local authority must provide, so far as is reasonably practicable, a range of services which is sufficient to assist carers to continue to provide care or to do so more effectively. In particular, the local authority must provide, as appropriate, a range of **overnight care in the homes of disabled children or elsewhere.**"

1.3 Our position

To meet these requirements, Shropshire Council, in partnership with the Shropshire CCG and Shropshire Schools Forum, commissions Short Breaks services for families with disabled children. Some of our Short Breaks are part of our Early Help offer and are designed to provide early support. We call these '**All-in Short Breaks**' and think of them as non-assessed targeted support.

Others are designed to meet the needs of families who have had a statutory assessment by a social worker. We call these '**Assessed Short Breaks**' services and think of them more as specialist support.

At present our overnight Short Breaks comprise one residential overnight service, delivered by one external provider from two residential premises, based in Shrewsbury:

Bradbury House	7 bed home with outdoor area and parking, Fully adapted for disabled children.
Shrewsbury	Care provided by Royal Mencap Society 6 bed + 1 emergency bed occupancy
	Building owned and maintained by Shropshire Council
	This is the main home for this contract: providers are expected to use this resource for peppercorn rent
	Interior and inventory maintained by service provider
	Copy of current lease attached in appendix C
PFA Home	2 bed home with outdoor area and parking, Fully adapted for disabled children.
	The use of this home is a relatively recent development: the idea is to provide a home, which feels like a regular home, where older young people can learn specific skills which prepare for adulthood.
PFA = Preparing For Adulthood	Care provided by Royal Mencap Society 2 bed occupancy planned from January 2019
Shrewsbury	Building owned and maintained by Golden Lane Housing
	This home is available to occupy and rent at £27,000 pa*: its use is optional.

	Interior and inventory maintained by Golden Lane Housing*
	Copy of current lease attached in appendix D* *Subject to final confirmation

Referrals to this provision come from the Council's Disabled Children's Team, following a social worker's assessment and care plan.

1.4 Information about the children and young people currently accessing this provision

This information is intended to give an overview of the number and characteristics of the children and young people who are typically accessing this provision (dated August 2016, but not significantly different today). We expect that the majority of these will transfer to the new contract on 19 May 2019. We also expect that some young people will have left the provision by then and some new children will have joined the provision by then. The exact number of children, and their support allocations, which will transfer to the new contract will have to be confirmed closer to the transfer date.

Children and young people accessing overnight care
(dated September 2018)

- 60 children, aged 5-17; boys and girls are nearly equally represented; All children have a minimum of 1:1 support, three have 2:1 support and a few children have waking night support.
- Children have severe / complex learning difficulties.
- Approximately 75% of the children also have health needs that require medical interventions¹
- Overnight allocations range from 15 to 90 nights per year; most commonly children have 24-30 nights per year.

¹ Medical interventions include: administration of medicines, epilepsy protocols, gastronomy protocols

Some children have physical / sensory disabilities. Some are wheel chair users.

Individual children's support needs will vary greatly according to their ability and cultural / religious background. Their needs may change over time. It is important that support is always tailored to best meet those needs and contributes to achieving the outcomes identified in the statutory plan.

Support will typically include

- Personal care: assistance with feeding, drinking and toileting
- Encouragement and emotional support
- Supervision and guidance to develop independence and self-reliance skills
- Assistance with behaviour management and social /family contact
- Assistance with language and communication skills, cognitive functions
- Administration of medicines and other health protocols, according to child's plans

- Ensuring personal safety and managing risk.
 - Stimulating or restful activities, in line with the outcomes identified in the child's care plan
 - Opportunity to rest
- (This list is illustrative and not meant to be exhaustive.)

On average children are 10-11 year old when they are referred to Assessed Short Breaks. More recently, we have had requests for a few younger children. Parent feedback also suggests that as children become older, parental ability and capacity to manage their children's needs without additional support can change. It is also thought to be of value that a person, other than the parent, can support the development of social and independence skills.

At present our records tell us that once children start to have overnight Short Breaks, they tend to stay in the provision until their 18th birthday. This means that on average children stay for 6-7 years.

Pen picture information on individual children is available to potential bidders, subject to a confidentiality agreement.

1.5 Future demand for this provision

Considering what we know about the children currently accessing these services, it is reasonable to assume that future service users are likely to **come from** the following groups of children

- Children currently in specialist education (Approx. 500)
- Children with EHCPs in mainstream education (Approx. 1100)
- Children with safeguarding concerns
- Children, whose families are moving in the area

Potential demand may increase for an example as a result of

- Families becoming better informed about services
- Proactive long term planning to support young people with disabilities to develop their independence and be effectively prepared for adulthood.
- The increasing number of very young children with complex needs, as identified by the child development centre.

Potential demand may decrease for an example as a result of

- Families' ability or preference to access different Short Breaks
- Families' ability or preference to make their own arrangements using Personal Budgets
- Families leaving the area

1.6 Local resources relevant to families with disabled children

Education services

- Two specialist schools (Severndale Academy, Woodlands) & one alternative provision (TMBSS)
- Two specialist provisions at mainstream schools (Lakelands and Mary Webb)
- Two specialist, non-maintained educational provisions
- Links to a number of out of county specialist, non-maintained provision

- 139 primary schools
- 32 secondary schools

Health services

- One Shropshire Clinical Commissioning Group (CCG)
- 45 GPs
- One central hospital (Shrewsbury)
- Two community health providers

Social care services

- One local authority's children services providing safeguarding services and commissioning Short Breaks and Family Support services
- A disabled Children's Team, referring families to Assessed Short Breaks
- Local Offer for SEND service users

Other services

- Commissioned Information, Advice and Support Service (IASS) for children and young adults aged 0-25, commissioned by Shropshire Council and provided by Citizen Advice Shropshire.
- Shropshire Children and Young People Summit is a forum for voluntary community sector representatives who support children and families. We believe that the forum currently represents 40 VCS organisations.
- One DfE supported Parent Carer Forum (PACC)
- Healthwatch Shropshire: health and social care champion for people and local communities in Shropshire, ensuring that everyone gets the best from their health and social care services. The service is commissioned by Shropshire Council.

Physical resources

- Bradbury House: currently used for overnight residential care (7 bedded) . A purpose built, residential home, owned by the council with the support of the Bradbury Development Trust to specifically support disabled children. The agreement lasts until 2030.

Bradbury House is Ofsted registered for seven children / beds, giving rise to a maximum capacity of 2555 nights per year. It has a common kitchen area, two living / dining rooms, laundry facilities, an outdoor area, a purpose built sensory room, an office and a staff room.

- The PFA Home: Pending Ofsted registration, to open in January 2019 for older children with a specific purpose of developing their independence skills in a home that feels more like a 'home from home'.

1.7 Local strategic context

To be an excellent organisation working with partners to protect the vulnerable, create the conditions for economic growth, and support communities to be resilient.

Shropshire Council's Mission Statement 2018/19

Short Breaks provision is directly connected to our mission to support communities to be resilient. It is part of the council's Children's Social Work and Safeguarding service.

It also contributes to the following Shropshire Children's Trust strategic outcomes, namely

Children living in Shropshire ...

... are safe and well looked after in a supportive environment
... are resilient with good emotional wellbeing
... are healthy and see health inequalities reduced
... see the achievement gap in education narrowed and young people that are prepared for work

It also links to the draft Shropshire Special Educational Needs and Disability Strategy for Children and Young People aged 0-25, which states that *the council plans to work together with its partners to ...*

... encourage and support all children and young people in Shropshire to be ambitious in their aspirations
... provide extra support for those children, young people and families that might need it to reach their full potential
... develop resilience in children and young people to deal with life situations (In this context this can be extended to include parents and carers)
... address any inequalities with appropriate and innovative solutions
... provide early and preventative support to make sure children and young people are healthy, both physically and emotionally
... build strong and resilient communities that have the right skills to support themselves

2 Our commissioning intentions

2.1 Aim

Our aim is to support families, who may need extra help to be happy, healthy and safe, by providing relevant, timely support to families and building their resilience.

We intend to commission a flexible and reliable range of good quality overnight Short Breaks, which provide choice and meet the needs of disabled children and their families in all parts of Shropshire, promoting children's independence and preparation for adulthood.

Our commissioning intentions are informed by our vision, legal duties, information about local needs, demand, resources, the views of families, our strategic priorities and anticipation of future developments.

We will continue to meet our statutory duties and provide a sufficient range of Short Breaks to meet the needs of the children and young people now and in the foreseeable future.

This includes the re-commissioning of **overnight Short Breaks**. We are offering funds and the use of a purpose built residential home for an initial period of 2 years, 10 months and 13 days. This can be extended by a further three years. We understand that the PFA Home is also on offer.

We want to commission overnight Short Breaks, which

- 2.2 Build on what is working well;
- 2.3 Incorporate aspects associated with the Children and Families Act 2014;
- 2.4 Are more responsive to the fluctuations in referral rates;
- 2.5 Ensure more equitable access to support across the county;
- 2.6 Make best use of the skills and knowledge of experienced care providers;
- 2.7 Transform public services;
- 2.8 Secure wider social, economic and environmental benefits for our area.

2.2 Builds on what is working well

The following aspects are strengths in the existing provision. They remain important to us and to families and will be required in future day-to-day delivery.

- Provision is tailored to meet children's needs, has high expectations for outcomes of children and contributes to the outcomes of the statutory care plan.
- Provision is reliable and planned well in advance.
- Provision is safe in relation to Health & Safety and Safeguarding Children.
- Provision is of high quality and meets relevant standards.

- Provision is well managed, makes best use of existing resources and represents value for money.
- Provider staff work closely with the referrer, work closely with other services supporting the child and work with adult services when it comes to transition to adulthood.
- There are transparent communications between commissioners, providers and families around availability and demand on resources, based on shared understanding.

2.3 Incorporates aspects associated with the Children and Families Act 2014

- **Personalisation:** In this context, we mean that services will respond to meet a family's specific needs within their service, providing this has no adverse effects on other children and their families.

A person centred planning approach is part of this. Allocations of support will be guided by a child's needs and families' preferences, captured by the statutory assessment of the referrer. While allocations will ensure regular breaks, the number of nights allocated will be determined by the Disabled Children's Team (DCT), the referrer.

In this context, we also mean that the provider can offer overnight care in the child's home or elsewhere, commissioned by families using Personal Budgets or their own funds. An example of this could be a young person having an overnight stay in an unfamiliar setting, with a familiar care worker, to develop greater independence skills. Another example could be that a familiar care worker is able to look after a child in their own home due to an unforeseen circumstance. (To date, there has been little demand for this, but that is not to say that there won't be during the contract period.)

- **Increased engagement with children and their families:**
In this context, we mean a person centred approach to care planning, as well as active engagement with children and their families to inform service development.
- Greater emphasis on **Preparing for Adulthood (PfA):** While respite for families is a valued aspect of Short Breaks, they create different opportunities of development for children and young people. In this context we mean, for example, opportunities to socialise and make friends, to develop interests, to do activities independent of their families. Parents want their children to be safe and encouraged to develop ability/age appropriate independence skills, in preparation for the PfA outcomes of employment, independent living, community inclusion and health.

2.4 Is more responsive to the fluctuations in referral rates

- **Adaptable contract structure:** While the council is doing what it can to anticipate future requirements, it is difficult to project exactly how much capacity will be needed over the whole contract period.

This is particularly relevant to residential provision, where some costs are fixed and independent of actual usage. In the past the council has managed the risk of insufficient

residential provision by commissioning more capacity than projected. The drawback of this approach is that funding may be spent on provision which is not used. This is particularly difficult to justify at a time when Local Authority budgets continue to be under pressure.

We will monitor and manage the capacity of this service closely. We will review commissioned capacity annually. Therefore, it is important that providers can reasonably adapt their provision to either increase or decrease capacity.

- **An alternative to residential overnight care:** We wish to add domiciliary care (care in the family home) to our residential overnight care offer. This would provide more choice for parents or may provide emergency cover in the family home. The capacity for this would come out of the 2920 nights

2.5 Ensures more equitable access to support across the county

- **Overnight care in the family home:** As this is independent of a building, it would make overnight care more accessible across the county.

2.6 Makes best use of the skills and knowledge of experienced care providers

We appreciate the expertise and resources which providers bring to our area. Families appreciate the benefits that come with having consistent, familiar care workers, who can adapt to changing circumstances and needs. We would like to build up the capacity and capability of our in-house Family Based Shared Care service. We also want to support families in implementing routines, which work well for the children when they have a Short Break. We believe that this will help families to become more resilient and improve the Short Breaks offer across the county.

More resilient families:

Direct work in the family home to support parents to implement routines at home which would (or do) work in the care setting. An example of this could be assisting a family with a settling down to sleep routine. This could be a stand-alone aspect or in conjunction with overnight care.

Build capacity & capability of Family Based Shared Care

Providing support and training to local Family-Based-Shared-Carers for looking after children and young people with complex needs and / or challenging behaviour. We do expect that this could be work to once the service provider has settled into the Short Breaks delivery.

2.7 Service Transformation

- **Service transformation in the context of economic reality:** Shropshire Council continues to seek ways in which services can be delivered better and more cost effectively. We expect that potential providers acknowledge this and use their expertise to find innovative ways to achieve the outcomes which are important to families and commissioners.

- **Service transformation in the context of the Better Care Fund (BCF):** The aim of the BCF is to achieve greater integration of health and care by 2020.

2.8 Secures wider social, economic and environmental benefits for our area

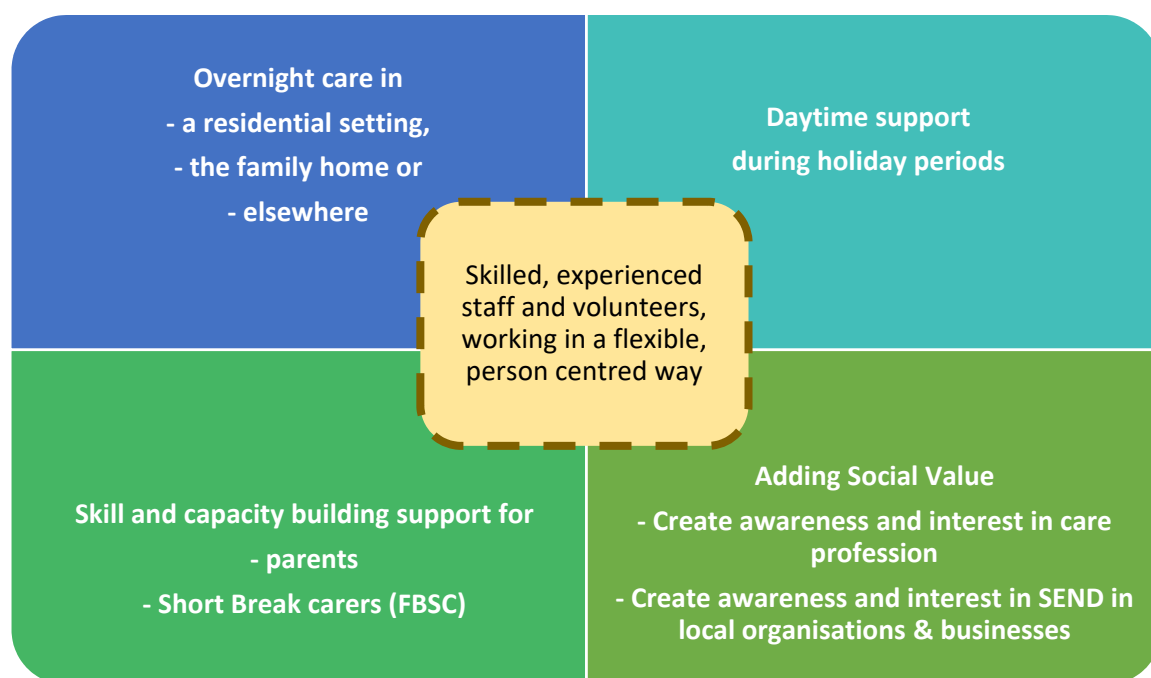
<https://www.shropshire.gov.uk/doing-business-with-shropshire-council/social-value/>

Under the Public Services (Social Value) Act 2012, any commissioner of a public service is required to think about how they can secure wider social, economic and environmental benefits.

Through this tender we are keen to secure the following social value benefits for Shropshire.

- We are committed to developing a sustainable care workforce for the future. The future provider of this service will be ideally placed to raise awareness of and interest in the care profession and its benefits.

2.9 In summary – our vision for assessed Short Breaks



2.10 Specification, procurement and contract structure

We wish to commission a residential overnight Short Break service with a capacity of 2920 nights per year.

We wish to appoint one provider, who can deliver as a sole provider or a lead provider, who works in partnership with other providers.

The provider's workforce will need to be skilled and experienced. It will need to work in a flexible and person-centred way.

Most of the support will be in one or two residential settings. Some of it will be in a family's home to upskill carers.

Providers interested in submitting an additional variant bid should note section 5 of the *Instructions for Tendering*.

The **specification** is described in terms of service principles, service outcomes and contractual requirements. The rationale for this is to focus on effecting outcomes, while achieving a balance between safe, good practice and scope for innovation.

To facilitate engagement with families prior to contract start, the procurement process includes a **three months hand-over period**. Successful tenderers are required to be committed to work with the existing provider, families and commissioners during the handover period to achieve a smooth and successful transfer of provision on the transfer date.

3 Specification

3.1	Contract title and governance <ul style="list-style-type: none"> The contract will be known as “Assessed Short Breaks: overnight care” The council’s contract reference number is CMCV 037. This reference number will be quoted on all correspondence. The contract will be part of the council’s Children Services Directorate, Children’s Social Work and Safeguarding. The Contract holder(s) will be accountable to <ul style="list-style-type: none"> Council children services – safeguarding – Early Help commissioner Council children services – safeguarding – Disabled Children’s Team CCG – Children’s commissioner Schools – Schools Forum & SEND Team Manager
3.2	Geographical location This contract supports children and young people resident in the Local Authority area of Shropshire. Support provision will be based in Shropshire.
3.3	Service principles In addition to the council’s guiding principles of working in Children’s Services, providers will implement the following service principles in their daily practice:
3.3.1	Keep children safe , in relation to general Health & Safety and safeguarding children from abuse and neglect. (Research shows that disabled children are still three to four times more likely to be abused or neglected. Source: <i>Safeguarding Disabled Children in England</i> , Report of the National Working group on Safeguarding Disabled Children, July 2016.)
3.3.2	Work in a family friendly and child centred way : apply a person centred approach to support planning with the aim to increase a child’s personal self-determination and improve their independence. This includes ensuring that the support is sensitive to a child’s religious cultural and ethnic background.
3.3.3	Have high expectations for outcomes for children.
3.3.4	Work to high quality standards and adhere to all legislative and regulatory (i.e. Ofsted) requirements, relevant to provision.
3.3.5	Working in partnership with parents and young people : Providers can respond to meeting a family’s specific needs within their service, as long as this has no adverse effects on other children and their families. The provider engages children and families in service planning and service development.

3.3.6	Working in partnership with commissioners and the referrer (Disabled Children's Team), providing a flexible, solution focused and cost-effective range of support.
3.3.7	Promote inclusion and challenge discrimination.
3.3.8	Relationships between children, families and workers are based on mutual respect and understanding, with clear professional and personal boundaries.
3.3.9	Promoting children's general health and wellbeing.

3.4	Service outcomes
	<p>Overnight Short Breaks: Outcomes and requirements</p> <p>The following outcomes and requirements are of importance to families, commissioners and providers:</p> <ul style="list-style-type: none"> • Most important outcomes for parents are a break from caring AND encouraging children's social life and independence. • Provider staff is knowledgeable, well trained and able to develop good relationships with children and families. • The provider's care plans relate directly to statutory plans and work towards the same outcomes, using a person centred approach and responding to individual need. • Support is integrated with other services and contributes to holistic support. • The provider is a good and reliable communicator with families, referrer, commissioner and other providers. • Family, provider and commissioner desire to reach best outcome for child and family. • Ability to carry out medical interventions or enable medical interventions by others to take place. • Ability to meet regulatory requirements to high standard. <p>The following is of particular importance to parents:</p> <ul style="list-style-type: none"> • For older children, working towards Preparing for Adulthood (PfA) outcomes • Offer a reasonably flexible, personal service, in response to families' preferences • Good 'induction' approach for new families • Consistent staffing <p>The following is of particular importance to commissioners</p> <ul style="list-style-type: none"> • Provider has ability to build good relationship with families, commissioner and referrer • Ability to respond to unexpected events / emergency in liaison with referrer • Open and honest communications: easily reachable • Good record keeper for monitoring purposes • Solution focused provider: can avert a problem • Manage risk proportionately and competently • Meet regulatory requirements with confidence • Good value for money: make best use of resources

3.5	General contractual requirements for the service:
3.5.1	Assessment & care planning <ul style="list-style-type: none"> • The provider will carry out their own assessment for each individual child, taking into account any statutory assessment, the type of support, the setting in which the support is given and whether the individual child is supported on their own or as part of a group. • Where a child is supported as part of a group, the provider will ensure the compatibility and safety of the children in the group. • The provider will manage risk appropriately, depending on the context. The provider will be able to liaise with the referrer to assess and manage risks. • The provider's care plan will work towards the same outcomes as identified in any statutory care plan. • The provider's care plan will be reviewed in line with the review of any statutory plan and in coordination with the referrer. • The provider's care plan will also be reviewed in response to changing needs or a risk assessment.
3.5.2	Nature of support <p>Regardless of the nature of Short Break, the provider will support children with</p> <ul style="list-style-type: none"> • Personal care: assistance with feeding, drinking and toileting • Encouragement and emotional support • Supervision and guidance to develop independence and self-reliance skills. This includes encouragement to make healthy choices, for example in relation to nutrition and exercise. • Assistance with behaviour management and social /family contact. This includes challenging any bullying behaviour. • Assistance with language and communication skills • Assistance with cognitive functions • Administration of medicines and other health protocols, according to child's plans • Ensuring personal safety and managing risk. Where appropriate this may include the use of Team Teach techniques. • Stimulating or restful activities, in line with the outcomes identified in the child's care plan • Opportunity to rest <p>(This list is illustrative and not meant to be exhaustive.)</p>
3.5.3	Information for children, young people and their families <p>The provider will</p> <ul style="list-style-type: none"> • Have an accurate, up to date & suitable statement of service • Provide accurate, up to date & suitable information for Shropshire's SEND Local Offer
3.5.4	Transport <p>In general, parents and carers will be responsible for transporting their children to and from Short Breaks. Where school transport can substitute a journey, then this may not apply. However, there will be circumstances when the provider will be responsible for arranging transport. When this applies then the following general requirements apply.</p> <ul style="list-style-type: none"> • The service will require adequate transport arrangements to meet a child's needs and abilities as specified in their individual care plan. • Provision for a vehicle adapted to for wheelchair users will be required. • Risk assessments for transport / transfer of each individual child should be carried out.

	<ul style="list-style-type: none"> • Staff should monitor the escort arrangements as specified in each individual care plan. • Provider vehicles need to have adequate third party and passenger liability insurance. • Provider vehicles need to have a valid MOT certificate, if they are over three years old • Provider vehicles need to be fitted with equipment as legally required. (For example seat belts, booster seats, restraints.) • Provider vehicles need to be regularly serviced and in a roadworthy condition. Provider staff are required to report any concerns about road worthiness and safety to the service manager. • Any driver used by the provider must be <ul style="list-style-type: none"> ○ Authorised by the service manager ○ Be aged over 18 ○ Hold a current driving licence with no more than 3 points endorsed on it ○ Have DBS clearance checks
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3.6	Contractual requirements for overnight care
3.6.1	<p>Description</p> <p>The primary aim of the service is to provide overnight Short Breaks for disabled children. Overnight care can be provided in a residential home, a family home or elsewhere. During school holidays there is also an element of day care.</p> <p>The main residential setting will be Bradbury House, Frith Close, Monkmoor, Shrewsbury, SY2 5XW. This is a 7-bedded residential unit, managed and owned by Shropshire Council. The setting can be leased to the provider for a peppercorn rent. Heads of terms for the lease are attached in Appendix C.</p> <p>[If part of the tender: Details of a secondary setting or alternatives to 'elsewhere']</p> <p>Support in the family home is initially aimed at families with younger children.</p> <p>Support elsewhere is aimed at older young people, seeking to develop independent living skills, focusing on Preparing for Adulthood (PfA) outcomes. By elsewhere, we mean suitable locations, independent of the young person's family home or familiar Short Breaks setting.</p> <p>Support in the family home and elsewhere will also be available to families who wish to use their Personal Budgets or their own funds to purchase overnight care.</p> <p>The secondary aim of the service will be to complement the council's provision to support the skills of parents and Short Break Carers to enable them to better care for children in their own home environment. The provider(s) staff will</p> <ul style="list-style-type: none"> - Advise parents on night time routines (Willing to consider Solihull approach) - Advise and support Short Break carers with the aim to build capacity of council Family Based Shared Care Service <p>This type of support will be available to all parents, regardless of whether they are being supported with overnight Short Breaks.</p>

3.6.2	<p>Eligibility & pathway</p> <ul style="list-style-type: none"> • This service is for children and young people, aged 0 to 18th birthday, who are resident in Shropshire and whose needs have been assessed and agreed by a social worker in a statutory care plan. • Referrals to the service will come from the council's Disabled Children's Team (DCT). • The child and family will then have a planned introduction to their Short Breaks overseen by the provider and coordinated with the DCT. • An individual care allocation can only be amended following an amendment to any statutory care plan and in agreement with the referrer. • The service will stop when the <ul style="list-style-type: none"> ○ Child's eligibility no longer applies ○ Child's care plan no longer specifies overnight care ○ Child reaches their 18th birthday
3.6.3	<p>Allocation of support</p> <ul style="list-style-type: none"> • The number of overnight Short Breaks will be determined by the DCT and specified in the child's care plan. • Staffing levels will be specified in the statutory child's care plan and compliant with the requirements of the registration body. Some children may require additional support, above one to one care, at certain times. This needs to be agreed with the DCT prior to implementation. Having said that, we acknowledge that the provider may have to add additional support in response to their own risk assessment. If this occurs, then the provider needs to discuss and agree this with the DCT at the earliest opportunity. Subject to further risk assessment, the provider will strive to reduce the additional support in order to encourage independence skills. <p>Unplanned overnight support</p> <p>On rare occasions, families may need unplanned overnight support. An example of this could be a carer having an accident, requiring care themselves and not being able to arrange adequate, alternative care for the child.</p> <p>On these occasions, the provider and the referrer will coordinate one-off care for the child. This can happen by</p> <ul style="list-style-type: none"> • Providing support in the family home • Providing support in the residential setting with an emergency night <p>Alternatively, a bed may be available due to low occupancy or cancellation. Depending on the circumstances, the referrer may ask the provider to cancel another child's stay, in order to accommodate the unplanned stay. If this occurs, then the provider will strive to offer a replacement stay at a later date.</p>
3.6.4	<p>Service specific outcomes</p> <ul style="list-style-type: none"> • The child spends a night away from home. During school holidays, this includes some day care.
3.6.5	<p>Quality standards</p> <p>Overnight residential care is a regulated service and requires compliance with Ofsted. The service would be included in SEND Ofsted inspections and general Safeguarding Children Ofsted inspections. Support in the family home requires registration with Ofsted and compliance with domiciliary care regulations.</p>

3.6.6	<p>Service capacity</p> <ul style="list-style-type: none">• The service will operate for 365 days a year.• The service will be regular and reliable.• The service will maximise the capacity of Bradbury House, which is registered to accommodate a maximum of seven children at one time per night. This means the planned occupancy should be 6 children per night, with the option to accommodate one emergency bed on occasion. <p>The service will provide 2920 residential nights per year. This means</p> <table><tr><td></td><td></td><td>Pro rata</td><td>Annual</td></tr><tr><td>19 May 2019 – 31 March 2020</td><td>10months 13 days</td><td>2537</td><td>2920</td></tr><tr><td>Subsequent years</td><td>12 months</td><td>2920</td><td>2920</td></tr></table> <p>For the two subsequent years, the need for overnight care may change. It may increase as a result of demand. It may decrease as a result of adding care in the home and elsewhere, as well as take up of Personal Budgets. We will monitor the commissioned capacity carefully throughout the contract period to ensure that we commission sufficiently.</p>			Pro rata	Annual	19 May 2019 – 31 March 2020	10months 13 days	2537	2920	Subsequent years	12 months	2920	2920
		Pro rata	Annual										
19 May 2019 – 31 March 2020	10months 13 days	2537	2920										
Subsequent years	12 months	2920	2920										
3.6.7	<p>Specific service requirements</p> <p>In addition to the requirements listed in section 3.4.2, the service will also</p> <ul style="list-style-type: none">• Operate a medication policy and procedure for all aspects of the management and administration of medicines.• In the residential home, provide equipment as necessary for a child to function in the home in accordance with their personal needs.• Operate adequate laundry facilities within the residential home and arrange for the regular laundering of bed linen and clothing of children resident in the home.• Ensure that prospective children and their parents / carers have an opportunity to visit and the home and have trial stays, prior to accepting the referral.• Ensure that new children are inducted into the home and that their views and feelings are reviewed at the end of a trial stay.• Provision of food and drink will<ul style="list-style-type: none">○ Reflect special dietary needs, including any requirement for supplements○ Be varied, attractive and follow healthy eating guidelines○ Be planned in advance and involve children in the planning○ be done by staff who have a basic food hygiene certificate• Respect a child’s privacy and ensure that information is handled confidentially.												
3.6.8	<p>Parental contribution & fees</p> <p>At present, it is the council’s policy not to ask for parental contributions or to charge fees.</p>												

3.7	Contractual requirements for Provider(s)
3.7.1	<p>The provider will comply with the legislation relevant to the service. This includes</p> <ul style="list-style-type: none"> • The Children's Homes (England) Regulations 2015, including guide to quality standards. • Care standards Act 2000 • The Domiciliary Care Agencies Regulations 2002 (effective 1 April 2003) • The Residential Holiday Schemes for Disabled Children (England) Regulations 2013 Residential Holiday Schemes for Disabled Children: National Minimum Standards • Legislation related to the provision of food and drink, to general health and safety, to operating a transport vehicle.
3.7.2	<p>The provider will be registered with regulatory body relevant to the service elements. This includes</p> <ul style="list-style-type: none"> • Ofsted • Care Quality Commission (CQC)
	<i>The aforementioned legislation and registration requirements provide detailed guidance on all aspects of service operation. The following requirements are additional and important to the local context.</i>
3.7.3	<p>The provider will accept existing packages of care from the start of the contract.</p> <p>Transfer of service prior to contract start and end:</p> <ul style="list-style-type: none"> • The incoming provider(s) will work with the outgoing provider, families and commissioners during a handover period to achieve a smooth and complete transfer of children, service records and staff. • Before the contract ends, the provider will work with the incoming provider(s), families and commissioners during a handover period to achieve a smooth and complete transfer of children, service records and staff.
3.7.4	<p>The provider will work with the referrer to transfer children to a different care environment. This includes for example, transfer to adult support, transfer to a different provider / care staff.</p>
3.7.5	<p>Staffing requirements for overnight residential care are detailed in Part 4 of The Children's Homes (England) Regulations 2015.</p> <p>In addition, the provider will meet the following requirements:</p> <ul style="list-style-type: none"> • Staff in leadership and management roles have / are working towards a leadership and management qualification to Level 5. • Staff in leadership and management roles are effectively supervised and supported by their organisation. • Staff have sufficient medical skills to meet the needs of the children in their care. The provider will enable their staff to attend training so that staff can perform medical interventions and First Aid. To date health training has been facilitated by local school and community nurses. • Where the provider uses volunteers to support the service, they will ensure that volunteers are equally vetted, prepared and supported to support activities.

	<ul style="list-style-type: none"> Where the provider uses agency staff to support the service, they will ensure that agency staff are equally vetted, prepared and supported to support activities.
3.7.6	The provider will make reasonable adjustments to the capacity of the service in response to projected allocation needs.
3.7.7	The provider will maintain and further develop the capability of the service in response to projected needs of children and young people. This relates, for example, to the skills of the workforce, the acquisition and/or use of equipment.
3.7.8	<p>The provider will attend and contribute to</p> <ul style="list-style-type: none"> A child's care review. Where applicable, this includes the review of a child's Education, Health and Care Plan (EHCP). A child's transition plan into adult support or any other relevant care provision. Meetings relating to a child's Looked After status and / or a child's Child Protection Plan.
3.7.9	<p>The provider will participate in and contribute to</p> <ul style="list-style-type: none"> Area wide safeguarding inspections by Ofsted SEND inspections by Ofsted & CQC Relevant Local Authority or regional peer reviews Local Authority service reviews and quality audits For residential overnights: Setting specific Ofsted and Regulation 44 inspections
3.7.10	The provider will operate an accessible and easily interpreted formal complaints procedure. The provider will use the outcome of any complaint investigation to inform service development.
3.7.11	<p>Dealing with emergencies: The provider will have documented procedures for all staff relating to</p> <ul style="list-style-type: none"> Accidents Missing children Death of a child Disconnected mains services <p>The provider will keep records relating to the above, which will be monitored for frequency and type of emergency, with the aim of avoiding future emergencies.</p> <p>The provider will notify the referrer at the earliest opportunity</p> <ul style="list-style-type: none"> If any of the above have occurred If, through illness or injury, a child needs medical attention, including First Aid
3.7.12	The provider will have fire precautions and escape arrangements in place, appropriate to the setting of the Short Break.
3.7.13	Finance: The provider will not use any part of the contract payment to fund any other activities, which do not relate directly to the delivery of the service.
3.7.14	Finance: The provider will keep records of service related income and costs. Any underspend arising from the contract will be reported to the council. At the council's discretion, any underspend may be requested to be repaid or re-invested to benefit the service.

3.7.15	The provider will arrange and maintain adequate insurance, covering each of the service elements throughout the contract period.
3.7.16	When publishing information about the service, the provider will <ul style="list-style-type: none"> • Acknowledge the council as the lead commissioner of the service • Seek review of information and approval from the council.
3.7.17	Record keeping & performance reporting <ul style="list-style-type: none"> • The provider will prepare four quarterly and one annual report for the referrer and the commissioners in a 12 months period. • The provider report will complement the records maintained by the referrer. To achieve this the provider will use the council's reporting templates, which can be found in Appendix E • Reports will include information on individual children and the cohort as a whole. (Examples of information include allocation or care hours or nights, actual attendance, cancellations, reasons for cancellations, progress towards outcomes. This list is not meant to be exhaustive). • Reports will include other, more generic information, such as on compliments and complaints, children and parent engagement, operational issues, organisational & service development, strategic working, partnership working, incidents relating to health & safety or safeguarding. • Reports will include information on financial position of service, illustrating income and costs.
3.7.18	<ul style="list-style-type: none"> • The provider will add social value to the area by raising awareness and interest in the care profession. • The provider will add social value to the area by raising awareness and interest with community based organisations and businesses of aspects relating to children with Special Educational Needs and disabilities (SEND), thus supporting greater inclusion.

4 Contract and funding

- 4.1 The council is the lead commissioner and has commissioned these services in partnership with Shropshire Clinical Commissioning Group and Shropshire Schools Forum.
- 4.2 Successful tenderers will be awarded a Shropshire Council contract, comprised of
- General terms and conditions
www.shropshire.gov.uk/doing-business-with-shropshire-council/doing-business-with-the-council/
 - Specification, taken from the Invitation to Tender, with detail added from the successful tender response document(s).
 - Children’s safeguarding schedule
 - Children’s services principles schedule
 - Performance and monitoring schedule
 - TUPE schedule
 - Bradbury House Lease schedule
 - PFA Home Lease schedule
- 4.3 The contract will start on 19 May 2019 and end on 31 March 2022. The initial contract period will be 2 years, 10 months and 13 days.
- 4.4 There will be an option to extend the contract beyond the end date by a further 36 months, subject to performance and contextual changes.
- 4.5 This is a competitive tender: the budget for this service is capped at £939,500 per annum.
- 4.6 Funding for this contract cannot be used to cover any organisational costs, which do not directly relate to the costs of the contracted service.
- 4.7 It is the council’s normal practice to pay providers in arrears.

5.1 Timescale and dates

5.2. Documents & Information for tenderers

Tenderers will be able to download

- Tenderers will be required to follow instructions precisely. Tenderers are encouraged to familiarise themselves with all the information published in the documents, including links to websites and any appendices.

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It is important that tenderers have a detailed understanding of the staff to whom this may apply. Tenderers are advised to use this information to inform their proposals and costings.

This information is available on request and subject to a confidentiality agreement.

- 5.2.3 It is important that tenderers have a good understanding of the children and young people who are supported by these contracts. Tenderers are advised to use this information to inform their proposals and costings. *Pen Picture* information is available on request and subject to a confidentiality agreement.

5.3. Evaluation of tenders

- 5.3.1 Tenders will be evaluated on the answers they provide in the Tender Response Document.

- 5.3.2 Our evaluation will consist of two steps.

- 1) The initial selection criteria are made up of pass/fail questions, which will provide proof of compliance and expertise.

Only applications, which have passed this step, will then continue to be evaluated by a panel made up of a commissioning officer, a health commissioner, two service managers and a parent representative.

- 2) The subsequent award criteria focus on price and quality, attributing 60% to quality and 40% to price. The tender response document describes how quality questions will be weighted and scored. Tenderers should note that some questions will have a minimum score requirement.

- 5.3.3 Should this procurement process not result in meeting our requirements, then the council reserves the right to negotiate with tenderers and approach other providers.

Appendix A

Pen picture information for children and young people receiving residential overnight care for November 2016. The purpose of this is to illustrate the needs of children typically supported by this service. This information can be requested, subject to the requester signing a confidentiality agreement.

Appendix B

Information relating to existing staff, where TUPE regulations may apply. This information can be requested, subject to the requester signing a confidentiality agreement.

Appendix C Copy of Proposed Heads of Terms – for illustration only.
We don't expect any changes to the current terms and conditions. If there are any changes we will advise all tenderers.
A new lease will need to be drafted for the successful tenderer.

PROPOSED HEADS OF TERMS FOR A LEASE OF BRADBURY HOUSE, FRITH CLOSE, SHREWSBURY, SHROPSHIRE SY2 5XW

Subject to Contract and formal Council approval

1. Parties

<i>Landlord</i>	<i>Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND.</i>
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<i>Tenant</i>	<i>Tba</i>
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<i>Landlord's Solicitor</i>	<i>Shropshire Council – Legal & Democratic Services</i>
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<i>Tenant's Solicitor</i>	<i>Tba</i>
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2. Property *Bradbury House, Frith Close, Shrewsbury Shropshire SY2 5XW.*

3. Demised Premises *The property edged red on the attached plan.*

4. Term *Six years, co terminus with the service contract. There will be a mutual break clause with a break date of 19 May 2022 (or otherwise in line with a change in the commencement date) or the lease will end if the service contract is terminated at any time. The renewal provisions in sections 24-28 of the Landlord and Tenant Act Will be excluded from the lease.*

5. Commencement date *19 May 2019, or a date to be agreed.*

6. *Permitted Use* *As residential accommodation for children and ancillary offices for the running of the service contract.*
7. *Rent* *One peppercorn, if demanded.*
8. *Tenant's Covenants:*
- a) *The Tenant to pay the rent and all outgoings on the property including utility costs, taxes, charges etc.*
- The Tenant to be responsible for keeping the property clean and tidy, including the external open areas,*
- b) *insuring that the paths and access areas are clear and gritted where necessary.*
- The tenant will keep all door and window glass clean and replace any broken or damaged glass*
- The tenant will be responsible for the internal decoration of the property.*
- c)
- The tenant will repair and maintain, replacing as necessary, all,:*
- carpets,*
- d)
- furnishings,*
- white goods,*
- fixtures and fittings (shown on the inventory) and*
- e) *electric light fittings and sockets, not otherwise identified as the responsibility of the Landlord.*
- The tenant will not act in a way, or allow others to do so, which may result in the insurance of the property being void or voidable or for the premium to be increased.*

f)

- g) The Tenant to be responsible for third party liability insurance up to £5 million, employer insurance and any other insurances required and to indemnify the Landlord against all claims arising from acts, omissions or negligence of the Tenant.*

Not to make any alterations to the demised premises.

- h) The Tenant is not to erect any aerials, masts or wires.*

- i) Not to charge, underlet, or assign, or part with possession of the premises except for the use of accommodation permitted.*

Not to assign the whole of the premises.

j)

Not to use the Property for any purpose other than for the Permitted Use.

- k) To maintain registration of the property at all times in accordance with the requirements of the Care Standards Act 2000, as updated in the Children's Home (England) Regulations 2015.*

l)

m)

9. *Landlord obligations:*
- a) *To permit, on payment of rent and compliance with the Tenants obligations in the Lease, the Tenant quiet enjoyment.*

 - b) *The landlord will carry out such works it deems necessary to keep the property in good and tenantable repair, save for those works which are the responsibility of the tenant and also excluding fair wear and tear.*

The landlord will insure the property, except any glass and tenant's fixtures and fittings.

10. *Insurance*

11. *Landlord reservation*

100% nomination rights to the property for the term of the Lease but any spare capacity can be considered for 'sale', subject to prior written consent by the Council.

12. *Costs*

Each party to pay their own legal costs for the preparation of the lease but a standard provision for payment of costs by Tenant in respect of preparation of notices etc. will be included in the lease.

13. *Any additional standard clauses as may be required*

As per the Council's standard lease.

DATED

GOLDEN LANE HOUSING LIMITED

AND

“

commercial info

MANAGEMENT AGREEMENT

Relating to:

[REDACTED]

THIS AGREEMENT is dated the day of **BETWEEN**

GOLDEN LANE HOUSING LIMITED of 123 Golden Lane London EC1Y 0RT (“GLHL”)

and

“MENCAP” of 123 Golden Lane, London. EC1Y 0RT

BACKGROUND

- A. GLHL is a Charity registered under No 107 1097. And a registered provider of social housing No. 4803
- B. Mencap is registered as a charity under No. 222377
- C. GLHL is the landlord of the property described in Schedule 1 (the “Property”) which comprises (“2”) units of accommodation (each a ‘Unit’) which is intended for occupation by (“2”) young persons with learning difficulties (the “Occupiers”).
- D. Under an arrangement with (““COMMISSIONER””) GLHL has agreed to provide accommodation to the Occupiers and housing management services of the Property.
- E. “MENCAP” has agreed with “COMMISSIONER” to provide the care and support services to Occupiers occupying Units at the Property.

IT IS AGREED AS FOLLOWS:

1. **Indemnity**

- 1.1 “MENCAP” shall indemnify and keep indemnified, fully and effectually, GLHL from and against all costs, claims, demands, expenses and proceedings which directly or indirectly, arise out of any failure by “MENCAP” to carry out its obligations under this Agreement.

- 1.2 GLHL shall indemnify and keep indemnified, fully and effectually, "MENCAP" from and against all costs, claims, demands, expenses and proceedings which directly or indirectly, arise out of any failure by GLHL to carry out its obligations under this Agreement.

2. **Information Confidentiality and the Data Protection Act**

Both "MENCAP" and GLHL agree :-

- 2.1 subject to Clause 2.2 to keep confidential both during and after the period this Agreement is in force any information which is not in the public domain concerning the Occupiers or each other which may come into their possession;
- 2.2 that notwithstanding Clause 2.1 "MENCAP" and GLHL may disclose any information about the Occupiers or each other to:
- a) their respective professional advisers; and/or
 - b) those of their respective employees or other persons to whom and to the extent that "MENCAP" or GLHL (as the case may be) acting reasonably consider that such disclosure is reasonably necessary in connection with this Agreement
- 2.3 to comply with the provisions of the Data Protection Act 1998 as regards any information concerning the Occupiers or each other which is kept.

3. **Equal Opportunities**

Both "MENCAP" and GLHL agree to perform their duties under this Agreement in accordance with the terms of their respective equal opportunities policies, copies of which are set out in Schedule 2

4. **Monitoring and Review**

- 4.1 "MENCAP" shall supply GLHL promptly on request with all information which GLHL may reasonably require in connection with the operation of this Agreement and shall if requested attend all meetings with the "COMMISSIONER" as referred to in Clause 4.2.

4.2 GLHL and “MENCAP” shall meet regularly and in any case at not more than 12 monthly intervals to review the operation of this Agreement.

4.3 Without prejudice to the generality of Clause 4.1, “MENCAP” shall retain for a period of six years and shall produce to GLHL at its request copies of all accounts, vouchers, invoices and other financial records relating to this Agreement.

5. **Homes and Communities Agency and Requirements and Guidelines**

The “MENCAP” and GLHL agree to conform with all relevant guidelines and regulatory requirements issued from time to time which are relevant to the operation of this Agreement.

6. **Duration of the Agreement**

This agreement will remain in force for the period from2017 and it shall remain in force unless and until terminated in accordance with the provisions of this Agreement, as set out in clause 7.

7. **Default and Termination**

7.1 **Default**

7.1.1 If either party is in breach of this Agreement and the breach concerned is capable of being put right, the party not in breach may serve a written notice on the party in breach. The notice shall specify the breach and require it to be put right within 28 days (or such shorter or longer period as may be reasonable in all the circumstances).

7.1.2 Subject to Clause 7.2, if the party in breach fails to put the breach right within the timescale set out in the notice or if the breach concerned is not capable of being put right and is also a fundamental breach of this Agreement then the party not in breach may terminate this Agreement by the service of three month’s written notice or at its option may terminate this Agreement forthwith if the breach complained of is a failure on the part of the other to perform its obligations under this Agreement

either at all or, in the opinion of the party wishing to determine to the significant detriment of any or all of the Occupiers.

7.2 Termination

7.2.1 This Agreement shall terminate immediately if either party:

- (i) becomes subject to a winding up either by the court or voluntarily (except for the purpose of reconstruction or amalgamation not involving any reduction of capital);
- (ii) has a receiver or administrative receiver appointed in respect of the whole or any part of its assets or undertaking;
- (iii) becomes subject to a proposal for a voluntary arrangement under Section 1 of the Insolvency Act 1986;
- (iv) has made against it a petition for the appointment of an administrator under Section 9 of the Insolvency Act 1986; or
- (v) otherwise ceases to exist or to be registered as a charity or social landlord.

7.2.2 Either party may terminate this Agreement at any time by serving on the other not less than 12 months written notice expiring at any time

7.3 Termination of this Agreement (for whatever reason) shall be without prejudice to the rights of either party against the other which may have accrued up to the date of such termination or are capable of surviving such termination.

7.4 The provisions of this Agreement shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations.

7.4.1 On termination of this Agreement (for whatever reason), and within two weeks of such event, "MENCAP" shall return to GLHL all documents supplied by it in connection with this Agreement, the Property the Occupiers or any of them and shall provide GLHL with copies of all records and information maintained by it in relation to this Agreement.

7.4.2 Without prejudice to the generality of Clause 7.4.1, "MENCAP" shall promptly provide GLHL with all information which GLHL may reasonably request in respect of any persons employed by "MENCAP"

at the Property to provide Support Services or otherwise perform “MENCAP” obligations under this Agreement and “MENCAP” shall indemnify GLHL from and against any costs, claims, expenses, actions or proceedings arising out of any ‘relevant transfer’ (as defined in the Transfer of Undertakings (Protection of Employment) Regulations 1981) (“the Regulations”) by reason of any claim whether contractual or extra contractual arising out of any persons employment with “MENCAP” or by reason of any breach by “MENCAP” of the Regulations.

- 7.4.3 On termination of this agreement (for whatever reason) “MENCAP” shall forthwith account to GLHL with all rental licence monies and other sums due under this agreement

8. **Disputes**

In the case of GLHL and “MENCAP” being unable to reach agreement on any matter arising out of this Agreement then any such dispute shall be referred to an independent arbitrator to be appointed by mutual agreement or in default thereof and upon the application of either party to be nominated by the Chief Executive of the Chartered Institute of Housing in accordance with the Arbitration Act 1996. The arbitrator’s decision shall be final and binding and any costs shall be borne as the arbitrator directs.

9. **Notices**

If “MENCAP” receives any notices, orders or proposals of any kind relating to the Property issued by any government department, local authority or other public or competent authority or any court of competent jurisdiction, it shall immediately send a copy of the notice, order of proposal (as the case may be) to GLHL.

10. **Insurance**

- 10.1.1 In respect of their respective obligations under this Agreement, GLHL and “MENCAP” shall each take out and maintain with a reputable insurance company:

- (a) public liability insurance with a minimum limit of £3 million for each and every claim (or such higher limit as GLHL may reasonably require from time to time); and
- (b) employers liability insurance with a maximum limit of £10 million for each and every claim (or such higher limit as GLHL may reasonably require from time to time); and
- (c) fidelity insurance in respect of all assets in their possession at the Property or held elsewhere in connection with the Property or the Occupiers;

and "MENCAP" shall produce to GLHL on request a copy of any or all such policies and the receipt for payment of the last premium due.

10.1.2 GLHL shall take out and maintain where it is GLHL's responsibility:

- (a) buildings insurance in respect of the Property, against such risks and in such amount as it considers necessary; and
- (b) insurance against loss or damage by fire, water and theft and in their full replacement value of all furniture and effects at the Property which belong to GLHL.

10.1.3 "MENCAP" shall inform all Occupiers that neither "MENCAP" nor GLHL is responsible for insuring any of their possessions and that they should take out their own insurance accordingly. "MENCAP" shall use all reasonable endeavours to ensure that all Occupiers insure their personal belongings and where necessary, shall provide all reasonable assistance to Occupiers in arranging such insurance.

10.1.4 "MENCAP" shall take out and maintain insurance against loss or damage by fire, water and theft and in their full replacement value of all fixtures, fittings, furniture, effects and other items at the Property which do not belong to GLHL or the Occupiers.

10.1.5 If any insurance moneys payable to GLHL in respect of the policies referred to in Clause 10.1.2 are refused either in whole or in part because of any act or failure to act on the part of "MENCAP" then "MENCAP" shall reimburse GLHL the amount of any such moneys refused, within 28 days of receiving a written demand from GLHL. GLHL shall provide to "MENCAP" details of the policy or policies taken out by it under clause 10.1.2 on request from "MENCAP".

11. **Management of the Property**

Lettings and Allocations

11.1.1 In consultation with "MENCAP" and "COMMISSIONER" and taking into account "MENCAP"'s and "COMMISSIONER"'s views as to the suitability of any nominees, GLHL shall select prospective Occupiers to occupy a Unit at the Property in accordance with the procedures set out in the Operational Policy.

11.1.2 "MENCAP" as agent for and on behalf of GLHL shall issue all Occupiers at the Property with an Occupancy agreement (the 'Licence Agreement'), substantially in the form set out in Schedule 3 (or

such other form as may be notified to “MENCAP” from time to time) and shall ensure that the provisions of any such Licence Agreement are explained fully to the Occupier concerned.

11.1.3 “MENCAP” shall notify GLHL as soon as it becomes aware of any vacancy occurring at the Property.

11.2 Collection of Occupiers Charges

11.2.1 “MENCAP” shall:

- (a) in consultation with GLHL set and review the rent and all charges due under the terms of the Occupancy Agreement in accordance with its rent charging policy from time to time;
- (b) collect from all Occupiers all rent and other charges due from Occupiers under the terms of their respective Licence Agreements;
- (c) keep proper records of all moneys collected, arrears and prepayments;
- (d) (in close liaison with GLHL) provide the Occupiers with assistance and advice concerning their entitlement any relevant welfare benefit;
- (e) (in close consultation with GLHL) administer all arrears in accordance with

“MENCAP”’s policy from time to time the provisions in that behalf set out in the Operational Policy.

11.3 Proceedings for Possession

11.3.1 “MENCAP” shall notify GLHL as soon as it becomes aware that any Occupier is or may be in breach of their Licence Agreement.

11.3.2 If an Occupier is in breach of their Licence Agreement, GLHL shall be responsible for taking any action to deal with such breach in accordance with GLHL’s policy from time to time.

11.3.3 GLHL shall consult with “MENCAP” before taking any course of action to deal with any breach of a Licence Agreement and shall be responsible for the conduct of any legal proceedings, including proceedings for possession.

11.3.4 "MENCAP" shall provide GLHL with such assistance or information as GLHL may reasonably require in the course of any action against an Occupier for breach of her/his Licence Agreement, including any legal proceedings.

11.4 **Management of the Property**

11.4.1 In carrying out its obligations to consult with Occupiers and involve them in the management of the Property, GLHL will also consult with "MENCAP"

11.4.2 GLHL shall carry out its obligations under each Licence Agreement.

11.4.3 "MENCAP" will set Project Rules, and will review these from time to time in consultation with Occupiers and with GLHL. "MENCAP" will use reasonable endeavours to encourage Occupiers to comply with the rules and with the terms of their Licence Agreements.

12. **Rehousing and Move-On Accommodation**

12.1 If any Occupier no longer requires the management, care and support services provided at the Property or if such services are no longer appropriate to the needs of the Occupier concerned or if the continuing behaviour of any of the Occupiers is such as to be detrimental to themselves or others at the Property then in consultation with GLHL and "COMMISSIONER", "MENCAP" shall use its reasonable endeavours to procure suitable alternative accommodation for the Occupier concerned.

12.2 GLHL shall provide "MENCAP" with such reasonable assistance as it may request in procuring suitable alternative accommodation, as set out in Clause 12.1.

13 **Repairs, Maintenance and Renewals**

Repair and Maintenance of the Property

13.1.1 GLHL shall carry out all the repairs at the Property in accordance with its procedures in that behalf as set out in Schedule 4 and as amended by GLHL from time to time and shall keep proper records relating to all such repairs.

- 13.1.2 GLHL shall redecorate the exterior of the Property as often as may be reasonably necessary and after giving at least one month's notice to "MENCAP".
- 13.1.3 For the avoidance of doubt "MENCAP" is responsible for all internal decorations and similar matters as detailed in clause 16.

13.2 Repair, Maintenance, Replacement and Renewal of Fixtures and Fittings

- 13.2.1 GLHL shall repair, maintain, replace or renew as required only those fixtures and fittings at the property that are the responsibility of a Landlord under Section 11 of the Landlord and Tenant Act 1985 except where such responsibility has been transferred to the "MENCAP" under the terms of this agreement.
- 13.2.2 GLHL shall not be liable to "MENCAP" under the terms of this agreement for a failure to carry out its repairing obligations hereunder where such failure is not attributable to its neglect or default or for any failure to do so for reasons beyond its reasonable control.

13.3 Compliance with Statutory Notices and Provisions

GLHL shall only comply with the requirements of statutory notices relating to the Property served on the owner or occupier of the Property where such notice relates to GLHL's repairing obligations set out in clause 13.2. Other statutory notices served on the property are the responsibility of "MENCAP".

13.4 General

- 13.4.1 "MENCAP" shall notify GLHL as soon as it becomes aware of the need for any repair, maintenance, renewal or replacement to the Property or to the fixtures and fittings, at the Property for which GLHL is responsible under this agreement
- 13.4.2 "MENCAP" shall not, and will use all reasonable efforts to ensure that Occupiers do not, rebuild, renew or make any alterations or additions to the structure, design or appearance of the Property or its fixtures and fittings.
- 13.4.3 "MENCAP" shall inform GLHL where it knows or believes that any damage caused to the Property has been caused by any of the Occupiers, whether intentionally or otherwise.

13.4.4 "MENCAP" shall:

- (a) provide all reasonable assistance to GLHL to enable it to carry out its obligations under this clause, including helping to make and facilitate access arrangements to the Property and to Occupier's rooms for GLHL and its contractors;
- (b) assist GLHL in consulting with Occupiers regarding any refurbishment or redecoration carried out at the Property or to any of the Units; and
- (c) assist the Occupiers in reporting any repairs or defects to GLHL.

13.5 Furniture and White Goods

13.5.1 "MENCAP" will ensure that the furniture provided at the Property meets Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.

13.5.2 "MENCAP" will maintain the furniture transferred to it by GLHL and all other furniture provided at the Property by the Agent in a safe and useable condition (as outlined in Schedule 5). "MENCAP" must ensure that qualified trades undertake all self-assembly furniture at the property.

13.5.3 "MENCAP" shall take out and maintain insurance against loss or damage by fire, water and theft and in their full replacement value of all furniture and effects at the Property which do not belong to GLHL or the Tenants.

13.5.4 "MENCAP" shall carry out regular gas and electric checks to white goods transferred to it by GLHL (as outlined in Schedule 5).

14. Fire Detection and Fire Fighting Equipment and the Warden Call System

14.1 GLHL shall maintain as necessary basic fire detection equipment at the Property. "MENCAP" is responsible for maintenance of the warden/staff call system and the fire fighting equipment at the property.

15. Financial Arrangements

15.1 "MENCAP" shall:

- a) remit the sum of £ per week per Occupier to GLHL. This sum is due irrespective of whether the property is void, partially void, vacant following service of notice, or vacant following the

commencement of the agreement prior to licensees taking up occupation. This sum shall be reviewed in accordance with clause 15.3.1 and payments are to be made 4 weekly in arrears.

- b) Apply the sums retained from the rent occupancy charge and charges collected to the provision of the support services to the Occupiers having due regard to any restrictions relating to the application of any sources of income.

15.2 GLHL shall discharge any loan payments and ground rent due on the Property.

15.3 Annual budget and rent review

15.3.1 The amount remitted under clause 15.1(a) shall be reviewed annually as part of the annual rent review by "MENCAP". "MENCAP" shall supply GLHL with copies of its draft annual budget relating to the cost of carrying out its obligations under this Agreement during the forthcoming financial year by the 15th of January in the current financial year. The budget shall be in a form prescribed by GLHL from time to time.

15.4 Annual Accounts

15.4.1 "MENCAP" shall provide GLHL with a copy of its draft accounts relating to the performance of its obligations under this Agreement by 31 May in each year and a copy of the audited accounts relating thereto by 31 October.

15.5 In sub-clause 15.1 'financial year' means any period running from 1 April in one year up to and including 31 March in the next.

15.6 Outgoings

"MENCAP" shall:

- a) pay all water and sewerage rates or charges due in respect of the Property; and
- b) pay all other charges in respect of gas, electricity, telephone, council tax or other services used or consumed at the Property (except any such charges incurred and payable by any of the Occupiers).

16. Cleaning and Other Services

16.1 "MENCAP" shall keep all internal common parts and all external areas and gardens at the Property clean and tidy and shall encourage the Occupiers to assist them in this undertaking.

16.2 “MENCAP” shall be responsible for internal redecoration as and when necessary in a good and workmanlike manner.

16.3 “MENCAP” shall at its own expense repair, maintain, replace or renew as required all fixtures, fittings, floor coverings and equipment at the Property (and for the avoidance of doubt this obligation shall include the carrying out of any necessary works required by a statutory or other regulatory body that are required for the occupation or continued occupation of the Property by the Occupiers) except where this is the responsibility of GLHL under clause 13.2 of this agreement

17. **Notices under this Agreement**

17.1 Any notice to be served under this Agreement may be sent by first class registered post, personal delivery, or facsimile (“fax”)

17.2 Subject to Clause 17.3, a notice shall be deemed to be sufficiently well served:

- a) if sent by registered post, 48 hours after time of posting
- b) if delivered personally, on the day of delivery
- c) if sent by fax, on the day of transmission

17.3 Notwithstanding Clause 17.2, if by applying its provisions the date of service is not a working day then the date of service shall be the next immediately following working day. In this Clause, “working day” means Monday to Friday inclusive but excluding any statutory or bank holidays.

17.4 Any notice to be served on “MENCAP” shall be addressed to the Chief Executive at the address set out at the head of this Agreement (or such other address as may be notified to GLHL from time to time) or on such fax number as may have been notified to GLHL from time to time.

17.5 Any notice to be served on GLHL shall be addressed to the Chief Executive at the address set out at the head of this Agreement (or such other address as may be notified to “MENCAP” from time to time) or on such fax number as may have been notified to “MENCAP” from time to time.

18. **General**

- 18.1 This Agreement shall not create a partnership between “MENCAP” and GLHL.
- 18.2 Any payments to be made by one party to the other shall be regarded as exclusive of VAT which shall be payable in addition upon the production of an appropriate invoice.
- 18.3 The list of contents and headings in this Agreement are included for convenience only and shall not affect its interpretation.
- 18.4 Any reference to any statute shall be taken to mean any re-enactment, modification or amendment of it for the time being in force and shall include any regulation, order, direction, bye-law, permission, licence, consent, condition, scheme or other such matter made under or pursuant to it.
- 18.5 Any obligation not to do any act or thing shall include an obligation not to permit or suffer that act or thing to be done.
- 18.6 “MENCAP” shall not assign the benefit of this Agreement to any other person.
- 18.7 This Agreement shall be governed by and interpreted in accordance with English law.

AS WITNESS the hands of GLHL and “MENCAP” the day and year first before written

Signed for GLHL by

Signed for “MENCAP” by

SCHEDULE 1

THE PROPERTY

SCHEDULE 2

EQUAL OPPORTUNITIES POLICIES

SCHEDULE 3

OCCUPANCY AGREEMENT

SCHEDULE 4

GLHL REPAIRS AND MAINTENANCE PROCEDURES

SCHEDULE 5

FURNITURE AND WHITEGOODS

Appendix E Monitoring Templates - Please see separate documents in tender pack



personal & commercial info

[REDACTED]
Action for Children
MEA House
Ellison Place
Newcastle Upon Tyne
NE1 8XS

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

4 February 2019

By email

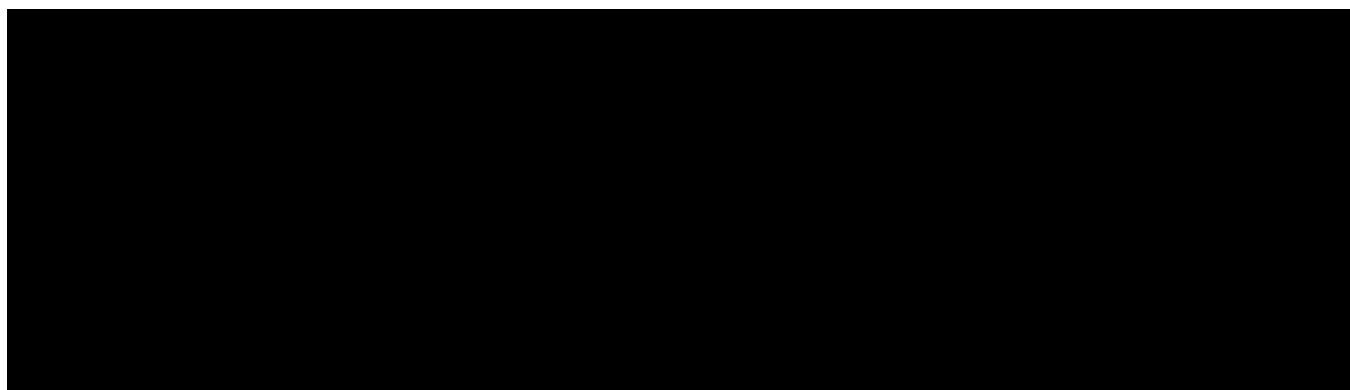
Dear [REDACTED]

CMC 037 – OVERNIGHT SHORT BREAKS FOR DISABLED CHILDREN SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to The Public Contracts Regulations 2015 (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract. In this instance, by offer we mean your tendered response **and** your response (email 1 February 2019) to our clarifying questions, set out in a meeting on 30 January 2019.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your bid. A mandatory "standstill" period is now in force; this period will end at midnight on 13 February 2019.

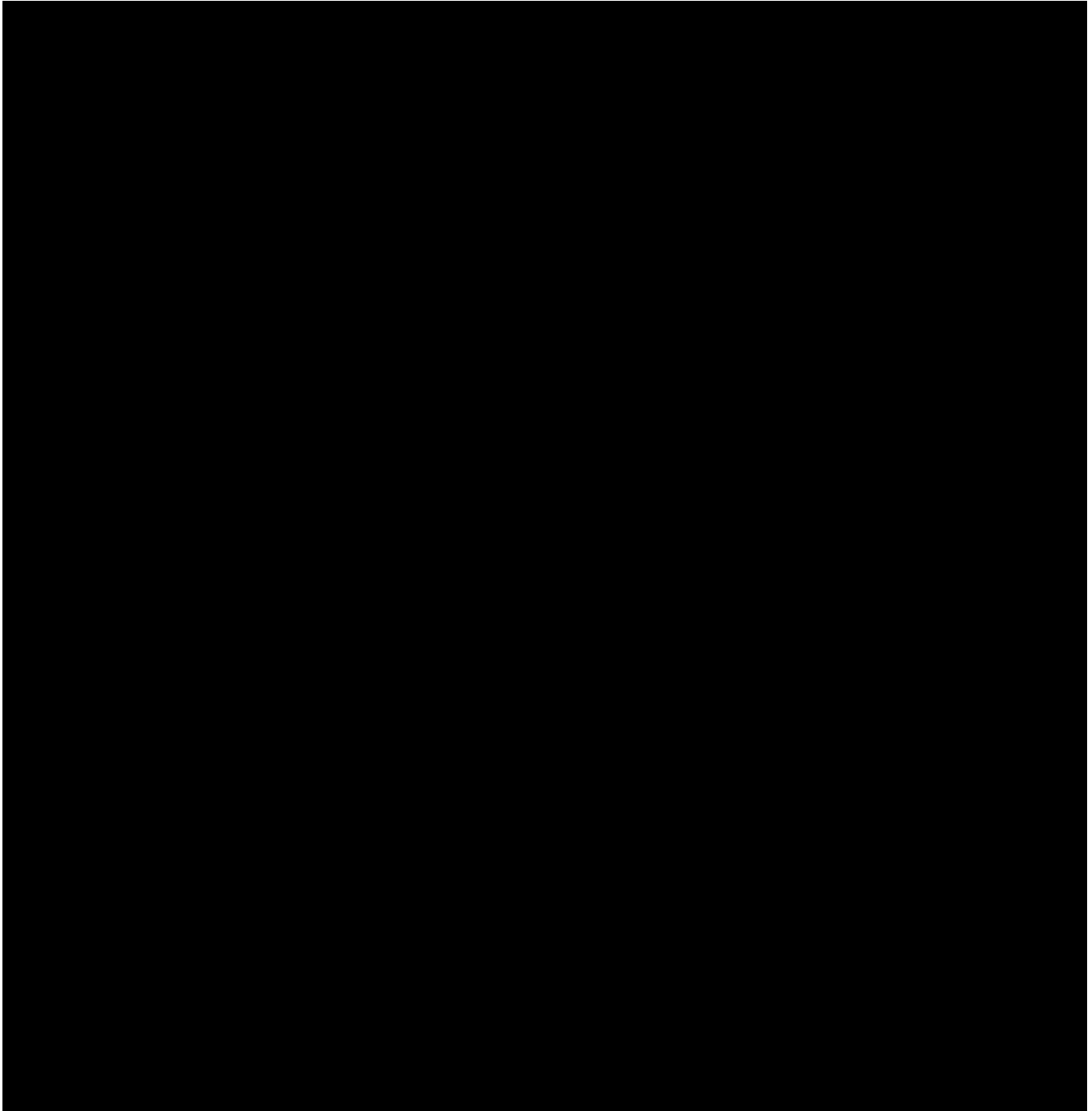


We confirm that your tender received the following scores and ranking:

Criteria	Your weighted score	Winning Tenderer weighted score	Your Rank
Quality	600	[REDACTED]	[REDACTED]
Price	400	[REDACTED]	[REDACTED]
Overall	100%	[REDACTED]	[REDACTED]

commercial info

We confirm that your quality submission was scored against the published scoring scheme and the stated award criteria. It received the marks set out below



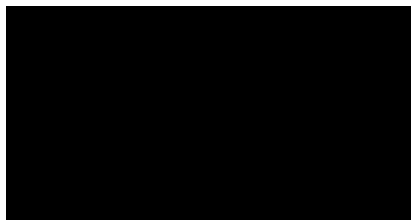
We will be in touch with you again at the end of the standstill period.

I will organise the first pre-contract meeting as soon as possible.

[Redacted signature block]

personal info

Yours faithfully



Shropshire Council
Commissioning Development Officer
01743 253795