

UK-Shrewsbury: Social work services with accommodation.

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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: No.

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-work-services-with-accommodation./5P89V97K92>

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-title/5P89V97K92> 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-title/5P89V97K92>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: AMCV 264 - ALD Residential Services, North Shropshire

Reference Number: AMCV 264

II.1.2) Main CPV Code:

85311000 - Social work services with accommodation.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Shropshire Council is inviting tenders for residential care services for people with learning disabilities.

The home is in the north of the county of Shropshire. The home currently has 5 service users, and for the purposes of this tender, tenderers should complete the tender response document to reflect provision of service to 5 service users. The contract will be for all five beds within the home.

The contract will be let for a period of five years with an option to extend for up to a further five years commencing on 7th July 2019.

The estimated value given below assumes the full 10 years value.

The service is staffed by staff employed by Shropshire Council and applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Applicants are advised to seek their own legal advice about the practicality of these regulations.

II.1.5) Estimated total value:

Value excluding VAT: 3,200,000

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 inviting tenders for residential care services for people with learning disabilities.
The home is in the north of the county of Shropshire. The home currently has 5 service users, and for the purposes of this tender, tenderers should complete the tender response document to reflect provision of service to 5 service users. The contract will be for all five beds within the home.
The contract will be let for a period of five years with an option to extend for up to a further five years commencing on 7th July 2019.
The estimated value given below assumes the full 10 years value.

The service is staffed by staff employed by Shropshire Council and applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Applicants are advised to seek their own legal advice about the practicality of these regulations.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 3,200,000

Currency: GBP

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

Start: 07/07/2019 / End: 06/07/2024

This contract is subject to renewal: Yes

Description of renewals: 5 years

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/5P89V97K92>

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 documentation.

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation.

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

See tender documentation.

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation.

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

See tender documentation.

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 documentation.

III.2.2) Contract performance conditions

See tender documentation.

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: 22/02/2019

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:

Duration in month(s): 3

IV.2.7) Conditions for opening of tenders:

Date: 22/02/2019

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: 10 years

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-work-services-with-accommodation./5P89V97K92>

To respond to this opportunity, please click here:
<https://www.delta-esourcing.com/respond/5P89V97K92>

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

Internet address: www.shropshire.gov.uk

VI.4.2) Body responsible for mediation procedures:

Not provided

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: 23/01/2019

**Commissioning Development and
Procurement**

Finance Governance and Assurance

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Shropshire
Council

Tel: (01743) 252993

Please ask for: [REDACTED]

23rd January 2019

Email: procurement@shropshire.gov.uk

Dear Bidder

AMCV 264 - ALD RESIDENTIAL SERVICES, NORTH SHROPSHIRE

SHROPSHIRE COUNCIL

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

- Instructions for Tendering (for completion and return)
- Tender Response Document (for completion and return)
- Finance Model Schedule (for completion and return)
- TUPE Confidentiality Undertaking Letter (for completion and return)
- Heads of Terms (redacted)
- Plan (redacted)
- Form of Contract and specifications

Tenders should be made on the enclosed Tender Response Document and Finance Model Schedule. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox. Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 22nd February 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 23rd January 2019 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

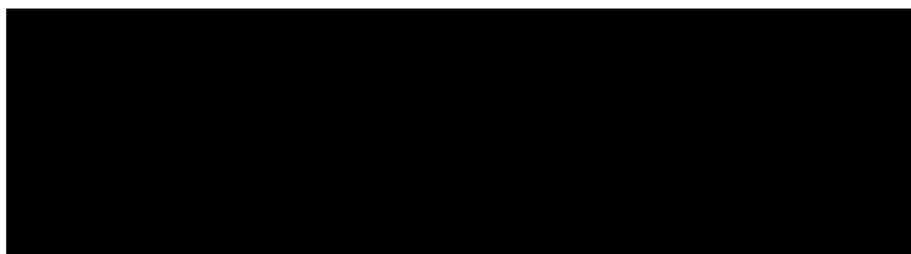
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **15th February 2019**

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 us through the Delta e-tendering portal.

Yours faithfully



Commissioning Development and Procurement
Finance Governance and Assurance
Shropshire Council



INSTRUCTIONS FOR TENDERING

**AMCV 264 -
ALD Residential Services, North
Shropshire**

Shropshire Council Instructions for tendering

1.0 BACKGROUND

1.1 Introduction

Shropshire Council is committed to the provision of high quality residential care services for adults with a learning disability, which enables service users to be part of the community and access local facilities.

A contract for residential care services for people with learning disabilities is expiring in July 2019. The home is in Shropshire and is registered with the Care Quality Commission to provide services to 5 Service Users. We have chosen not to identify the specific location; the home is well located within a market town in the north of the county. The home currently has 5 service users, and for the purposes of this tender, tenderers should complete this document to reflect provision of service to 5 service users.

The home is owned by Shropshire Council and the successful tenderer will be required to enter into a lease agreement. The heads of terms of this agreement are included with the tender documentation.

1.2 Tender & Contract

Tenders are invited from providers for the care and support element of these services, with some property related costs associated with the lease, as outlined in the Finance Model schedule. Shropshire Council will act as Commissioning Authority for the tender process. The successful tenderer will need to ensure that the home and associated service is registered with the Care Quality Commission prior to the service start date. The successful tenderer will be expected to lead this work.

The contract will be for all five beds within the home. The contract will be let for a period of **five** years with an option to extend for up to a further **five** years: The terms, conditions and standards are contained in the enclosed sample form of contract, however these will be reviewed from time to time to ensure that the contract contains the Council's up to date contract clauses.

Shropshire Council is tendering this service in order to meet the ongoing requirement of demonstrating Best Value. It is anticipated that providers tendering for these services will be able to identify improved efficiencies whilst still maintaining a quality service.

The Council is looking to appoint an innovative provider:

- who can meet the varied needs and aspirations of current, and any future, service users
- who can develop the current service in line with the Council's priorities

- that has a track record of providing high quality services of a similar nature
- that has proven abilities to think imaginatively about service development and improvement
- that can demonstrate an awareness of the local and national agendas for both health and social care, particularly in relation to learning disability.

Performance of the contracted service will be monitored and will contribute to the Council's overall performance framework. The Council may choose to develop and amend local performance targets by and for individual services.

TUPE: There is a current staff team at the home whose continued employment would need to be considered for transfer under TUPE rules, the schedule of staff can be provided on request.

1.3 Service Detail

The care home is well established and registered with the Care Quality Commission (CQC) as a residential care home offering specialist care for adults with learning disabilities. The care home has a current rating with CQC of good.

The service users living in the residential care home will require support in a way that best suits them. This may be by continuing any therapies that are seen to be working well; maintaining chosen social, leisure and vocational activities; taking note of situations that cause difficulties, and seeing how these can be better managed. We are seeking a provider who can provide a care service that will ensure that even people with the most complex needs and challenging behaviour can make very good progress. We would expect staff to give each individual choice and explore new opportunities and ways of making choice possible or finding an acceptable alternative if their choice is not safe.

The primary focus for the service is the continuation of the provision of residential care to the current service users.. Any future referrals will be made by Shropshire Council Adult Social Care. The service must operate 24 hours per day, seven days per week and 52 weeks of the year to include all bank holidays

Adults with learning disabilities receiving the service will require support with their personal care and supervision and support with activities. Additional needs of service users may result from

- Behaviours that challenge

- Autistic spectrum
- Cognitive impairment
- Visual impairment
- Written and verbal communication needs
- Physical disability

For the avoidance of doubt, we wish to make it clear that each service user will have their own complex requirements which can arise from any combination of the additional needs shown above.

Individual service user profiles can be provided on request.

To ensure provision of high quality service to Service Users the provider will require a skilled staff team and management structure who can demonstrate

- The ability to support Service Users to develop as much independence as possible
- An understanding of the support needs of those on the autistic spectrum
- Understanding of behavioural support plans and the ability to develop and implement strategies that reduce behaviour that challenges and for coping with obsessive and ritualistic routines
- Approaches to developing and improving communication
- Approaches to supporting service users to maintain their nutritional, health and wellbeing needs
- Development and implementation of a framework to promote person centred planning
- Excellent joint working with healthcare professionals
- Ability to work constructively and positively with relevant family and friends
- Ability to offer choice and control to service users where possible so that Service Users are able to engage with their peers within their local community pursuing their interests and activities

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of ALD Residential Services, North Shropshire as detailed in the Tender Response Document. The contract will be for all five beds within the home. The contract will be let for a period of five years with an option to extend for up to a further five years commencing on 7th July 2019.
- 1.2** Tenders are to be submitted in accordance with the Terms and Conditions of Shropshire Council, the Draft Form of Agreement 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 Terms and Conditions, 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 may 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, 22nd February 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

- 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 15th February 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 Specific 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 ALD Residential Services, North Shropshire on the start date of the contract being **7th July 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.

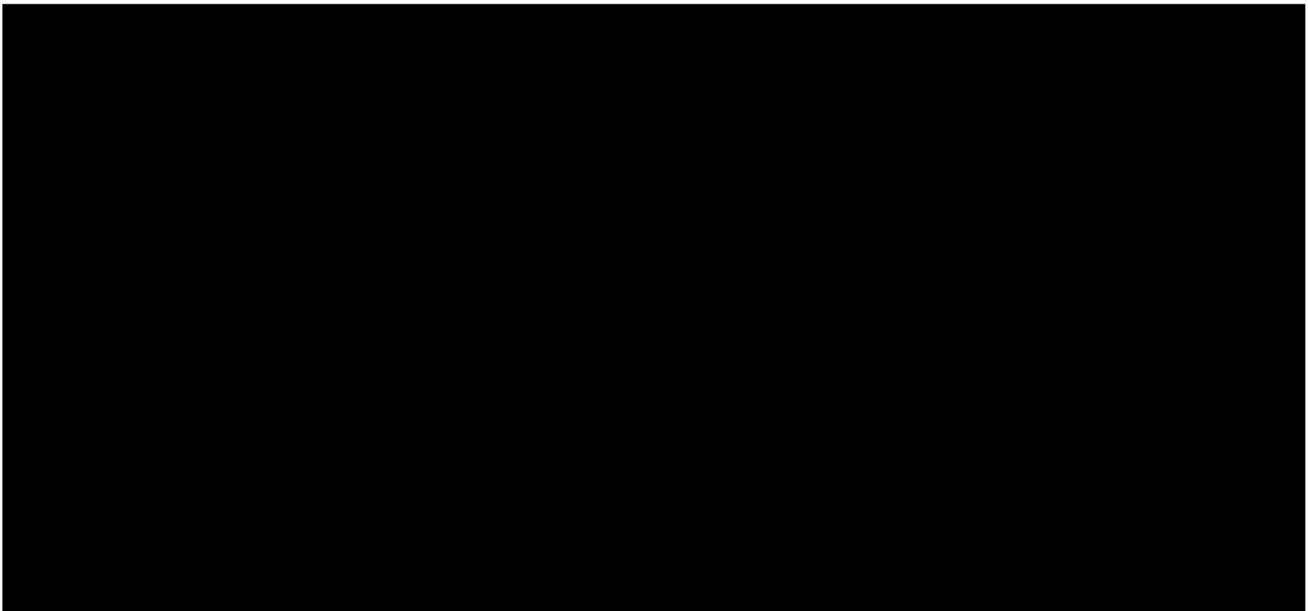
18.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

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.





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Commercial Services
Shirehall, Abbey Foregate
SHREWSBURY
SY2 6ND

Title:

[Redacted Title]

Drawing No:

Scale: 1:1,250

Date: May 2014

Drawn by: Property Information

SCHEDULE OF MAIN HEADS OF TERMS FOR A LEASE OF

Subject to Contract

1.	Parties Landlord	Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND
	Tenant	To be confirmed
	Landlord's Solicitor	Legal & Democratic Services Shropshire Council Shirehall Abbey Foregate Shrewsbury SY3 9DD DX 702024 Shrewsbury 2 Tel: 01743 252712 Fax: 01743 252795
	Tenant's Solicitor	TBA
2.	Demised Premises	[REDACTED] [REDACTED] [REDACTED]
3.	Term	10 years
4.	Commencement Date	7 July 2019
5.	Break Date	7 July 2024
6.	Break Clause	<ul style="list-style-type: none">• The Landlord may terminate the lease by serving a break notice on the Tenant no less than three months before the break date or at any time thereafter.• The lease is to be co-terminus with the Service Agreement between Shropshire Council and the Care Provider. In the event of the Service Agreement being terminated by either party then the lease will also determine.
7.	Contract to provide Services	Means a written agreement between the Council & the Tenant to provide adult social care
8.	Permitted Use	This shall be limited to the aims and objectives as set out in the Contract to provide Services between Shropshire Council and the Care Provider

9.	Rent	£1pa (if demanded)
10.	Tenant's Covenants	<p>a) The Tenant is to be responsible for paying all existing & future taxes, assessments, duties, charges, impositions & outgoings (including electricity, gas, water & other services consumed or used at or in relation to the Premises) of every kind payable by law, charged, assessed or imposed upon the Demised Premises or upon the owner or occupier.</p> <p>b) Not do anything which would constitute a breach of any statutory requirement affecting the premises or which might invalidate any insurance affected in respect of the Property.</p> <p>c) To indemnify the Council against any claims, proceedings or demands and the cost of expenses incurred thereby which may be brought against the Council by any employees, agents or visitors of the Tenant in respect of any accident, loss or damage whatsoever to persons or property howsoever caused or occurring in or upon the property.</p> <p>d) The Tenant must comply with all Acts of Parliament orders, byelaws and regulations of any public or local authority affecting the premises.</p> <p>e) The Tenant is to reimburse the Landlord for the cost of making good any damage done to the Premises by any employees, agents or visitors of the Tenant.</p> <p>f) The Tenant will replace with items of an equal standard from time to time those items set out in the attached inventory which subject to fair wear and tear excepted shall</p>

		<p>need replacement during the term of the agreement. All items replaced will immediately become and remain the property of the Council.</p> <p>g) The Tenant to be responsible for painting and decorating the interior of the premises as often as necessary to maintain the premises in a good standard of decorative finish to the satisfaction of the Council's Building Surveyor. Upon expiry of the lease (howsoever determined) to paint the interior of the premises in a proper and work like manner using appropriate materials of good quality in colours to be agreed by the Council's Building Surveyor.</p> <p>h) Not to use the Premises in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the other users and occupiers of the building.</p> <p>i) The Tenant to be responsible for third party liability insurance for a minimum of £5 million.</p> <p>The Tenant is responsible for insuring its own equipment and contents.</p> <p>The Tenant is to indemnify the Council against any claims, proceedings or demands and the cost of expenses incurred thereby which may be brought against the Council by any employees, agents or visitors of the Tenant in respect of any accident, loss or damage whatsoever to persons or property howsoever caused or occurring in or upon the property.</p>
11.	Landlord's Covenants	The Landlord will:

		<p>a) Be responsible for the structural repair of the roof; walls and foundations of the premises.</p> <p>b) Keep in repair the structure and exterior (including drains; gutters and external pipes) of the Premises.</p> <p>c) Keep in repair the interior of the Premises.</p> <p>d) Keep in repair and proper working order the installations for the supply of water, gas and electricity and for sanitation including basins; sinks; baths; showers; and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity.</p> <p>e) Keep in repair and working order the installations for space and water heating.</p> <p>f) Buildings Insurance</p> <p>g) The Landlord is to be responsible for statutory testing but the Tenant will be responsible for the weekly testing of the fire alarm, Fire Risk Assessments and PAT testing. The Tenant is to provide evidence of such tests & supply a copy of the reports annually</p>
12.	Assignment and Subletting	Assignment and subletting prohibited.
13.	Alterations and Additions	The Tenant will not be permitted to make any alterations or additions to the Premises.
14.	Termination	<p>The lease will be capable of termination immediately on notice given by the Landlord to the Tenant in the event of one or more of the following:</p> <ul style="list-style-type: none"> • Immediately on notice given by the Landlord following the occurrence of any of the events set out in Clauses 10 (Breach) 11 (Anti-bribery and Corruption) 13 (Extension and Termination of the Contract) of the Service Contract • Immediately on notice given by the Landlord in event of a breach by the tenant of any of the Tenants covenants • Immediately in the event that the Service

		Contract is terminated.
15.	Legal Costs	Each to pay their own.
16.	Landlord & Tenant Act 1954	The Landlord and Tenant will make a joint agreement to exclude the Security of Tenure provisions of the Landlord and Tenant Act 1954.

Dated.....20

BETWEEN

SHROPSHIRE COUNCIL

and

XXXX

FOR

BLOCK AGREEMENT PURCHASE OF

Residential Care for Adults with Learning Disabilities

(5 Beds)

and

**Pre Placement Contract for Residential Care for Adults with Learning
Disabilities**

at

XXXX

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THIS AGREEMENT is made the day of 20 hereinafter called "the Agreement" between

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

(2) XXXX (the "Service Provider").

(together 'the Parties')

NOW IT IS AGREED as follows:

DEFINITIONS

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

Assessment of Needs a written plan drawn up by the Social Care Practitioner detailing the Service User's assessed needs and how these are able to be met within the terms of the Legislation

Associated Person 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.

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.

Social Care Practitioner an Officer of the Council responsible for assessing the social care needs of the Service User.

Commencement Date **7 July 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	all information as defined by clause 31.
Agreement	means this agreement
Agreement Documents	means all of the documents annexed to, contained and referred to within this Agreement
Contracts Manager	the nominated officer of the Council authorised to oversee contractual arrangements in respect of the Service.
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 Agreement; 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 Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
Data Processor	shall have the meaning given to the term "processor" as set out in Article 4 the GDPR
Data Protection Impact	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

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.
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, contract or other material containing information) relating to this Agreement or otherwise relating to the Parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
Expiry date	Means the later of the Initial Expiry Date or the last day of any agreed extension period further to clause 16(a)

	below or such other date as this Agreement is terminated in accordance with its terms
Financial Year	the period of 12 months from and including 1st April in one year to the 31st March in the next.
First Point of Contact	the Council's office which the Council will ensure that the Service Provider has up to date telephone and email contact details for
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 clause 28 (Freedom of Information).
FOIA notice	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
GDPR	Means the General Data Protection Regulations to be brought into effect in the UK from 25th May 2018
Home	XXXX
ICA	Individual Care Agreement
Individual Care Agreement	means an agreement for additional individual care to a Service User
Individual Care Plan	means the plan developed by the Council to reflect the Assessment of Needs
Individual Support Plan	means the plan developed by the Service Provider to complement the Individual Care Plan
Information	has the meaning given under section 84 of the Freedom of Information Act 2000
Initial Expiry Date	6 July 2024
Initial Term	means the period 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	Law Enforcement Directive (Directive (EU) 2016/680)
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
Notice	a written communication issued in accordance with clause 9 of the Agreement
Officer(s)	those officers of the Council who are authorised by the Council to perform functions in connection with this Agreement
Option to Extend	means the Council's option to extend the Initial Term by a period of up to 5 years commencing from and including the date following the Initial Expiry Date
Outcomes	the targets, results or objectives set out in this Agreement
Payment Review	The review of Payment as detailed in clause 5
Parties	the Service Provider and the Council and 'Party' shall mean either one of them
Payment	the amount payable by the Council to the Service Provider in accordance with this Agreement as detailed in clause 2
Performance Indicators	The performance indicators relating to this Agreement issued by the Council from time to time
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 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

	<p>(ii) reward that person for improper performance of a relevant 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 Agreement;</p> <p>(c) committing any offence;</p> <p>(i) under the Bribery Act;</p> <p>(ii) under legislation creating offences concerning fraudulent acts;</p> <p>(iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or</p> <p>(d) defrauding, attempting to defraud or conspiring to defraud the Council.</p>
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.
Project Materials	means all reports, the Specification, documents, papers, information, data, disks, drawings, samples, patterns, in whatever form, medium or format and wherever such Project Materials are located or stored together with all copies of Project Materials
Public body	as defined in the FOIA 2000
Receiving Party	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
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 Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
Registration Body	the Care Quality Commission (or any other body which supersedes it) area office for the area where the Service is located and/or any other body which has regulatory powers or responsibilities in respect of the Service Provider
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.
Regulated Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
Relevant Transfer Report	Means a relevant transfer for the purposes of TUPE means a formal Report to be prepared by the Service Provider recording and evaluating the Outcomes together with recommendations for future actions
Request for Information	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
Review	means a formal review of the progress of the Services and the achievement of the Outcomes
Service	means [.....] as more specifically referred to in the Specification
Service Users	the persons or client group designated from time to time by the Council to receive the Service
Specification	the Specification contained in the Schedules to this Agreement
Staff	all employees, agents, consultants and contractors of the Service Provider and/or of any Sub-contractor paid or unpaid;
Sub-contract	any contract or agreement, or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of

	the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof
Sub-contractor	the third parties that enter into a Sub-contract with the Service Provider
Sub-processor	any third party appointed to process Personal Data on behalf of the Service Provider related to this Agreement.
Tender	means the tender dated [.....]submitted by the Service Provider and accepted by the Council annexed to this Agreement in Appendix 1
Term	means the period commencing on the Commencement Date and expiring 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
Third Party Software	software which is proprietary to any third party which is or will be used by the Service Provider for the purposes of providing the Services
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 national bank holidays)
Writing	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received EXCEPT with respect to clause 9 (Notices) of this Agreement where the term "Writing" does not include facsimile transmission or electronic mail with respect to the service or receipt of Notices.

INTERPRETATIONS

- 1 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 2 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.

- 3 A reference to a company shall include any company, corporation or other body
corporate, wherever and however incorporated or established.
- 4 A 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.
- 5 Words in the singular shall include the plural and vice versa.
- 6 A reference to one gender shall include a reference to the other genders.
- 7 A 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.
- 8 Any obligation in these terms and conditions on a person not to do something
includes an obligation not to agree or allow that thing to be done.
- 9 References to clauses are to the clauses of these terms and conditions.
- 10 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.
- 11 Where there is any conflict or inconsistency between the provisions of these
terms and conditions or any other document forming part of the agreement with
the Council, such conflict or inconsistency shall be resolved in a manner at the
Council's sole discretion.

WHEREAS

- (A) The Council wishes to receive a residential care service for adult with learning
disabilities
- (B) The Service Provider has the skills, background and experience in providing
the Services required by the Council.

- (C) The Service Provider is willing to provide the Services as defined below and the Council is willing to appoint the Service Provider to provide the Services in accordance with the provisions of this Agreement.

1 AGREEMENT AND TERM

- 1(a) In consideration of the Payments the Service Provider will provide to the Service User(s) the Service set out in the Specification of this Agreement and this Agreement must be read in association with the Assessment of Needs and where there is a conflict this Agreement takes precedence
- 1(b) In exceptional circumstances where there is agreement that a Service User has significant additional care needs that necessitate an increase in the level of care provision within the Service, an ICA will be entered into setting out the extra hours and the duration of their delivery and the cost.
- 1(c) The Service relates to all 5 beds within the home and all 5 beds are for the exclusive use of the Council.
- 1(d) The Council may seek to review the numbers and types of beds within the Agreement, including overall bed numbers, to reflect bed utilisation/void levels, service demand, suspension of the Service, and make appropriate temporary changes to the Payment. Any permanent amendments, and associated changes to the Payment, will be made in accordance with Clause 4 (Variation).
- 1(e) This Agreement shall commence on the Commencement Date and shall continue until the Expiry Date subject to clauses 10 (Breach), 11 (Prevention of Bribery) and 16 (Termination, Extension & Suspension) in accordance with the terms of this Agreement.
- 1(f) The Service Users accommodation at the Home will be agreed by the Service Provider with the Service User and (where appropriate) their family and carers and will be recorded on the Individual Support Plan

2 PAYMENT

- 2(a) The Council will make a Payment of £XXXX per annum to the Service Provider for the Service into 5 beds at the Home
- 2(b) Payment will be made two weeks in advance and two weeks in arrears.
- 2(c) Payments to the Service Provider will be made through the BACS.
- 2(d) The Service Provider shall not make a charge to the Service User or any third party for the Service provided.
- 2(e) The Council reserves the right to set off against the price of the goods or services any sums owed or becoming due to the Council from the Service Provider.

- 2(f) If either Party fails to make any Payment to the other Party under this Agreement 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.
- 2(g) The Council will determine each Service User's contribution to the cost of their residential care. The Council will carry out financial assessments with all prospective Service Users using CRAG (Charging for Residential Accommodation Guide) and will invoice each Service User in accordance with their assessed contribution. Under no circumstances should the Service Provider attempt to collect the contribution from the Service Users. The Service Users contribution is collected by the Council.
- 2(h) For the avoidance of doubt the Council will not:
- 2(h)(i) make Payments for any Service User residing in the Home who has not been referred by the Council.
- 2(h)(ii) reduce payments should any Service User be eligible for CHC. If a Service User is eligible for CHC the Council will seek to claim the relevant sums from the Primary Care Trust.
- 2(i) The Service Provider shall not be entitled to vary the Payment during the existence of this Agreement unless with the prior written consent of the Council. Any additional monies agreed in relation to meeting significant changes in need of Service Users will be paid in accordance with the relevant ICA entered into as set out in Clause 1(a) (Agreement & Term).
- 2(j) The Council may seek to vary the Payment in accordance with Clause 1(d) (Agreement & Term)
- 2(k) The Service Provider shall not charge, and the Council shall not be liable, for any expenses, charges, costs, fees except the Payments as set out in this Agreement
- 2(m) Unless otherwise agreed in writing by the Council, the Service Provider will pay any of its appointed Sub-contractors within the time period specified in the Sub-contract but in any event no later than 30 days from receipt of an undisputed invoice.

3 COMPLIANCE

- 3(a) The Council undertakes to:
- 3(a)(i) make the Payments to the Service Provider in accordance with clause 2 (Payment)

- 3(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate.
- 3(a)(iii) Save as provided in this Agreement, 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.
- 3(b) The Service Provider undertakes to comply with the following in the provision of the Service:
 - 3(b)(i) provide the Service in accordance with the Specification and with all due diligence care and skill expected of a suitable and experienced provider of such services
 - 3(b)(ii) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
 - 3(b)(iii) 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
 - 3(b)(iv) the West Midland Adult Safeguarding Policy and Procedures
 - 3(b)(v) all standards required by the Health and Social Care Act 2008 in order to maintain registration thereunder
 - 3(b)(vi) all equal opportunities legislation and anti-discriminatory practices including those identified in clause 30 (Equalities)
 - 3(b)(vii) ensure that 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
 - 3(b)(viii) the Data Protection Act Legislation
 - 3(b)(ix) the standard required of a local authority under the Human Rights Act 1998. The Service Provider shall protect and shall not do anything in breach of Service Users' rights under the Act.
 - 3(b)(x) the principles of Best Value
 - 3(b)(xi) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance
 - 3(b)(xii) To support the national agenda of Public Health England the Service Provider will engage with future public health initiatives on the promotion of physical activity for adults and older adults..

- 3(b)(xiii) The Services shall only be performed/delivered by the Service Provider unless otherwise agreed in writing between the Parties
- 3(b)(xiv) The Service Provider shall provide the Services 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 Services
- 3(b)(xv) The Service Provider shall during the Term ensure that every person employed by the Service Provider in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services
- 3(b)(xvi) before the Service Provider 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.
- 3(b)(xvii) The Service Provider shall carry out its own risk assessments relevant to the Services
- 3(b)(xviii) The Service Provider shall have a written procedure for dealing with complaints about the Service in accordance with clause 37 (Complaints) hereof
- 3(b)(xix) The Service Provider agrees that where requested in writing during the term of this Agreement it will ensure that an appropriately authorised representative of the Service Provider shall attend a Committee meeting of the Council upon being invited to do so by the Council
- 3(c) Prior to the engagement by the Service Provider of any staff or Sub-contractor engaged to provide any part of the Services where such individuals will have contact with children up to the age of eighteen years old or where the performance of the Services may involve contact with vulnerable adults (as defined in the Safeguarding Vulnerable Groups Act 2006) the Service Provider shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:
 - 3(c)(i) that each person being considered for engagement be questioned as to whether he/she has any convictions; and
 - 3(c)(ii) 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.

- 3(c)(iii) provide evidence to the Council if requested that a DBS check has been carried out on appropriate Staff.
- 3(d) The Council reserves the right to request, on dates to be agreed, regular informal reviews of the Service, between the Service Provider and the Council to ensure that the Outcomes/Performance Indicators are being achieved.
- 3(e) In the event that an informal review reveals that Outcomes/Performance Indicators are not being met, a formal Review meeting may take place between the Parties upon 14 days written notice being given to the Service Provider by the Council
- 3(f) The Review meeting shall record in writing any amendments to the Outcomes/Performance Indicator agreed between the Council and the Service Provider.
- 3(g) Where following a Review, the Council acting reasonably determines that the Service Provider has not met the Outcomes/Performance Indicators the Council may:
- 3(g)(i) serve the Service Provider with a written notice ("Notice") within one month of the Review meeting specifying which of the Outcomes/Performance Indicators 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
- 3(g)(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 Agreement and the Agreement may be terminated in accordance with the provisions contained in clause 16 (Termination, Extension & Suspension) herein
- 3(g)(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 Agreement pursuant to this clause.
- 3(h) Within twenty six weeks of the last date of delivery of the Service and prior to the Expiry Date, the Council reserves the right to request the Service Provider to prepare and deliver to the Council a satisfactory Report recording the Outcomes/Performance together with its recommendations following the delivery of the Service.
- 3(i) Should the Service Provider provide the Service to Service Users who lack the mental capacity to make particular decisions it must familiarise itself with and

adhere to the Council's Mental Capacity Act Deprivation of Liberty Safeguards Multi-Agency Guidance and Procedure.

- 3(j) If for any reason the Service Provider is unable to comply with any of its obligations under this Agreement it shall notify the Council's Contracts Manager and appropriate Social Care Practitioner 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).
- 3(k) 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 Agreement constitute valid legal and binding obligations of the Service Provider enforceable against the Service Provider in accordance with their terms.
- 3(l) The Service Provider warrants that:
 - 3(l)(i) it has full capacity and authority to enter into this Agreement
 - 3(l)(ii) it has obtained all necessary and required licences, consents and permits to provide the Services
 - 3(l)(iii) it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Staff to perform the Services
 - 3(l)(iv) that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions
- 3(m) The Service Provider acknowledges and confirms that:
 - 3(m)(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 Agreement;
 - 3(m)(ii) it has received all information requested by it from the Council pursuant to sub-clause 3(m)(i) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Agreement;
 - 3(m)(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 3(m)(ii);
 - 3(m)(iv) it has raised all relevant due diligence questions with the Council before the Commencement Date; and
 - 3(m)(v) it has entered into this Agreement in reliance on its own diligence

- 3(m)(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 Agreement AND shall promptly notify the Council in writing if it becomes aware during the performance of this Agreement 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
- 3(m)(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 3(m)(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.
- 3(n) 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

4 VARIATION

- 4(a) This Agreement may only be varied by consent of both of the Parties and any such variation must be in writing and signed by an authorised officer from the Service Provider and an appropriately authorised officer of the Council authorised under the Council's Constitution and it must be annexed to this Agreement and shall record the date from which the agreed variation shall have effect.
- 4(b) The Service Provider will not enter into any negotiations either directly or indirectly with any Service User or Third Party the effect of which would be to vary or amend the terms of this Agreement without the prior written agreement of the Council.

5 PAYMENT REVIEW

- 5(a) The Council will review the Payment under this Agreement annually and may increase the Payments to the Service Provider accordingly.

- 5(b) The review shall be linked to the annual inflationary provision to the Council as determined by the Council's Chief Finance Officer or Officer of equal standing and reflective of any inflationary increase for Care Homes as agreed with Shropshire Partners in Care
- 5(c) Any increase in the Payment in relation to clause 5(a) and clause 5(b) shall be applied on the 1st of April and will relate to the Financial Year that commences on this date.
- 5(d) Should any payment review not be concluded by the 1st of April then the Payment for the preceding Financial Year shall remain in full force until such time as any revised Payment is agreed.
- 5(e) Any agreed revised Payment submitted in accordance with 5(c) above shall be back-dated to that date.
- 5(f) The Council's decision after the completion of the payment review shall be final.

6 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.

7 AGENCY

- 7(a) The Service Provider is an independent contractor and nothing in this Agreement shall render it an agent of the Council 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 Agreement 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 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(b) 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(c) 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.

- 8(d) 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 Commissioner 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 Council

9 NOTICES

- 9(a) The Service Provider shall comply with and give any Notices required under the Agreement 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 Agreement must be in Writing and can 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 Agreement must be sent to the Service Provider’s Chief Executive.
- 9(d) The Council’s address for the purpose of delivery of a Notice is Contracts Manager, Commissioning, Development & Procurement, Finance, Governance & Assurance, Shropshire Council, Shirehall, Third Floor Room 3S36, Abbey Foregate, Shrewsbury SY2 6ND and a separate copy must also be sent to the Council’s Procurement Manager, Commissioning, Development and Procurement, Finance Governance and Assurance, 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) In the event that the Service Provider is in breach of his obligations under this Agreement then the Council shall serve a Notice requiring the Service Provider to take such action as the Council deems necessary to remedy the breach upon the terms and within the time stipulated in the Notice.
- 10(b) The following obligations are conditions of this Agreement and any breach of them shall be deemed a fundamental breach which shall determine this Agreement immediately by the giving of a written Notice:

- 10(b)(i) Failure to comply with a Notice to remedy a breach pursuant to clause 10(a)
- 10(b)(ii) Assignment by the Service Provider of any of his obligations under this Agreement without the prior written consent of the Council
- 10(b)(iii) If the Service Provider was 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(b)(iv) If the Service Provider is issued with a Notice from the Health and Safety Executive or Registration Body prohibiting it from operating.

11 PREVENTION OF BRIBERY

11(a) The Service Provider:

- 11(a)(i) shall not, and shall procure that all Service Provider Staff shall not, in connection with this Agreement commit a Prohibited Act;
- 11(a)(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 Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

11(b) The Service Provider shall:

- 11(b)(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;
- 11(b)(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 this clause 11 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(a), 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 Agreement.

- 11(e) The Council may terminate this Agreement 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 Service Provider Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11(a). At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 11(e), the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by 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:

11(e)(i) with the authority; or,

11(e)(ii) with the actual knowledge of any one or more of the directors of the Service Provider or the Sub- Service Provider (as the case may be);
or

11(e)(iii) 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(e) must specify:

11(f)(i) the nature of the Prohibited Act;

11(f)(ii) the identity of the party whom the Council believes has committed the Prohibited Act; and

11(f)(iii) the date on which this Agreement will terminate.

- 11(g) Despite clause 18 (Disputes), any dispute relating to:

11(g)(i) the interpretation of clause 11; or

11(g)(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(e) will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

12 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 Agreement, 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) If appropriate and requested in Writing, the Service Provider may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 12(c) Where the Service Provider is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Service Provider shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-contractors involved in the provision of the Services hold and maintain policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause 12, and as a minimum, the Service Provider shall ensure professional indemnity insurance held by the Service Provider and by any agent, Sub-contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.
- 12(d) The Service Provider shall hold and maintain any professional indemnity insurance required under this Agreement for a minimum of 6 years following the expiration or earlier termination of this Agreement
- 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:
- (i) copies of the relevant insurance policy documents (including details of any warranties or exclusions); and
 - (ii) receipts or other evidence of payment of the latest premiums due under those policies; and
 - (iii) 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:

- (i) 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;
- (ii) 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.

13 INDEMNITY

- 13(a) 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:
- (i) The performance, defective performance or otherwise of this Agreement by the Service Provider or the Service Provider Staff
 - (ii) 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
 - (iii) 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 Agreement by the Service Provider or the Service Provider's Staff; and
 - (iv) 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 Agreement to the extent that the defective performance is attributable to the acts or omissions of the Service Provider or the Service Provider's Staff
- 13(b) 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 Agreement.
- 13(c) Nothing in this Agreement shall limit or exclude the liability of either Party for:
- (i) death or personal injury resulting from negligence; or
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) the indemnities given in this clause 13

14 AUTHORISED OFFICER AND SERVICE PROVIDER REPRESENTATIVE

- 14(a) The Council may choose to appoint an Authorised Officer to act in the name of the Council for the purposes of the contract evidenced by this Agreement.
- 14(b) The Council may require the Service Provider to appoint a Service Provider Representative to act in the name of the Service Provider for the purposes of the contract evidenced by this Agreement
- 14(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.
- 14(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.

15 INTELLECTUAL PROPERTY

15(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 Sub-contractor of the Service Provider:

15(a)(i) in the course of performing the Services; or

15(a)(ii) exclusively for the purpose of performing the Services, shall vest in the Council on creation.

15(b) Unless stated expressly in writing in this Agreement, neither Party will acquire any ownership interest in or licence of the other's Intellectual Property by virtue of this Agreement

15(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.

15(d) This provision shall survive the expiration or termination of the Agreement

16 TERMINATION, EXTENSION & SUSPENSION

16(a) Unless terminated in accordance with this Clause 16 or Clause 10 or 11, this Agreement will remain in force for the Initial Term and it is agreed between the Parties that the Council may exercise its Option to Extend this Agreement as follows:

16(a)(i) 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 Initial Expiry Date. Where the Parties agree an extension of the Initial Term the provisions of this Agreement between the Council and the Service Provider shall be the terms to be applied to the extended Agreement period, save for any agreed variations in writing by the Parties to the terms of this Agreement or Payments which are to apply during the extension period.

16(a)(ii) If the Council decides that it does not wish to exercise its Option to Extend then this Agreement shall terminate on the Initial Expiry Date

and the provisions of clause 17 (Consequences of Termination) shall apply.

16(b) This Agreement may be terminated prior to the Expiry Date in the following circumstances:-

16(b)(i) by either the Council or the Service Provider by giving **12 months'** Notice in Writing to the other party

16(b)(ii) 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(b)(iii) by the Council 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.

16(b)(iv) by either Party if the other Party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.

16(b)(v) by either Party where the other Party commits a series of minor breaches which, when taken together, amount to a material breach;

16(b)(vi) by either Party where the other Party commits a material breach of this Agreement which cannot be remedied under any circumstances;

16(b)(vii) by the Council forthwith by notice where the Service Provider commits a material breach as a result of a failure to comply with a Notice issued in accordance with clause 10 (Breach)

16(b)(viii) by either Party where the other Party ceases to carry on its business or substantially the whole of its business;

16(c) in the event of this Agreement 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 Payment will be made and the Service Provider shall repay

to the Council all (if any) of the Payment already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Agreement have been met).

- 16(d) 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 its Staff and Sub-contractors and this will be considered a breach of this Agreement 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 or the welfare of Service Users either by action or neglect including but not limited to:

16(d)(i) Fraud or theft from Service Users

16(d)(ii) Neglect of Service Users

16(d)(iii) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse

16(d)(iv) Financial malpractice

16(d)(v) Sexual relationships between Staff and Service Users

16(d)(vi) Racial harassment

16(d)(vii) Loss of registration with Registration Body

16(d)(viii) Under investigation by the Council.

- 16(e) If the Agreement is terminated as provided by clause 10 (Breach) or 11 (Prevention of Bribery) or 16 (Termination, Extension & Suspension) above the Council shall:

16(e)(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 Agreement shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider;

16(e)(ii) be entitled to make other arrangements and if necessary pay other persons to provide the Services

16(e)(iii) be entitled to deduct from any sum or sums which would have been due from the Council to the Service Provider under this Agreement 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 Agreement and further such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating this Agreement and in making alternative arrangements for the provision of the Services provided that the

Council will be under a duty to take all reasonable action to mitigate the loss or damage pursuant to this clause 16.

- 16(f) Whilst this Agreement 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.
- 16(g) Where notice to terminate is given pursuant to this clause 16, this Agreement shall terminate with effect on the date specified in the notice.

17 CONSEQUENCES OF TERMINATION

- 17(a) Other than as set out in this Agreement, neither Party shall have any further obligations to the other under this Agreement after its termination
- 17(b) Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect
- 17(c) Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination
- 17(d) Notwithstanding its obligations in this clause 17, 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.
- 17(e) upon termination of this Agreement 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 Project Materials, information and any other property of the Council which are in the possession or control of the Service Provider or the Service Provider's employees, agents or Sub-contractors at the date of termination.

18 DISPUTES

- 18(a) If any dispute or difference shall arise between the Parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 18(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 representatives shall use their reasonable endeavours to resolve the dispute

18(a)(ii) If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Service Provider's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

- 19(a) Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party PROVIDED that the Council may,
- (a)(i) assign any of its rights under this Agreement; or
 - (a)(ii) 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;
- 19(b) Any consent required under clause 19(a) must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 19(c) The Service Provider will not, without the written consent of the Council, Sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through the Service Provider's Staff and using its own equipment.
- 19(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
- 19(e) Subject to clause 19(a), in the event that either Party wishes to assign its rights and obligations under this Agreement, 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 Agreement.
- 19(f) Notwithstanding the Service Provider's right to Sub-contract pursuant to this clause 19, the Service Provider shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own and shall be responsible for the work of the Sub-contractor whose work shall be undertaken to the same standard as stated in the Specification.
- 19(g) Where 20% or more of the Service Provider's overall workforce is made up of people from agencies (or not employed directly by the Service Provider) this

may be considered assignment or sub-contracting of the Service Provider's obligations under this Agreement and require written consent of the Council which it shall be absolutely entitled to withhold.

20 FORCE MAJEURE

20(a) Subject to the provisions of clause 20(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.

20(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 Agreement and by Law):-

20(b)(i) any charges arising from such delay or failure shall be borne by the party incurring the same

20(b)(ii) either party may if such delay or failure continues for more than 90 (ninety) days terminate this Agreement forthwith on giving Notice (as determined by clause 9 (Notices) to the other party in which event neither party shall be liable to the other by reason of such termination.

20(c) For the avoidance of doubt "force majeure" shall not include any labour dispute between the Service Provider and its Staff or the failure to provide the Service by any of the Service Provider's Sub-contractors.

21 WAIVER

Failure at any time by either party to enforce any 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 the Council to enforce any provision of this Agreement in accordance with its terms.

22 SEVERANCE

If any of the provisions of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

23 LAW

This Agreement shall be governed and construed in accordance with the laws of England and the Parties agree to submit to the jurisdiction of the English Courts.

24 THIRD PARTY RIGHTS

Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce a provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

25 REMEDIES CUMULATIVE

Any remedy or right which the Council may exercise in relation to a breach committed by the Service Provider shall be in addition to and shall be capable of being exercised without prejudice to all other rights and remedies available to the Council.

26 CONCLUSION OF AGREEMENT

26(a) Upon the expiry or termination of this Agreement and upon the Council's request the Service Provider must give an officer of the Council or any person the Council specifies copies of 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 Agreement or which were produced or augmented by the Service Provider in connection with the carrying out of obligations under this Agreement and the Service Provider must retain Service User records for a minimum of 6 years after the expiry of this Agreement.

26(b) Clause 26(a) is subject to the provisions of Section 5 of Schedule 2.

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 sources.

28 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION 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 EIR.
- 28(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement 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 EIR 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 clause 28) 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 EIR 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 Agreement, or by law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, 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 Agreement or otherwise relating to any other party.

29 TUPE

Where a Relevant Transfer applies Schedule Three of this Agreement will apply.

30 EQUALITIES

- 30(a) 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 in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 30(b) Without prejudice to the generality of the foregoing, the Service Provider shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 30(c) In addition, 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 .
- 30(d) The Service Provider will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- 30(e) In the event of any finding of unlawful discrimination being made against the Service Provider during the Agreement period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Service Provider shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 30(f) 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.

31 CONFIDENTIAL INFORMATION

- 31(a) The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Agreement and any other information which the Council may from time to time determine as relevant to this Agreement and

shall not use divulge or communicate the same to any third party without the consent in writing of the Council.

- 31(b) The Service Provider shall at all times keep confidential all information held or known in respect of its past or present Service Users.
- 31(c) The Service Provider shall not mention the Council's name in connection with this Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in writing.
- 31(d) Except to the extent set out in this clause 31 or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
 - 31(d)(i) treat the other Party's Confidential Information as confidential; and
 - 31(d)(ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent
- 31(e) Clause 31(d) shall not apply to the extent that:
 - 31(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 28 regarding Freedom of Information
 - 31(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
 - 31(e)(iii) such information was obtained from a third party without obligation of confidentiality
 - 31(e)(iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement
 - 31(e)(v) it is independently developed without access to the other party's Confidential Information.
- 31(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 Service 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.
- 31(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 Agreement.
- 31(h) The Service Provider shall ensure that its employees and agents are aware of and comply with this clause 31 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 employees or agents.

- 31(i) The Service Provider shall ensure that its employees and agents are aware of and comply with paragraph 5, Record Keeping & Confidentiality of Schedule 2, 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.
- 31(j) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Agreement shall:
 - 31(j)(i) only use the Confidential Information for the purposes of this Agreement
 - 31(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
 - 31(j)(iii) not use the Confidential Information for the solicitation of business from the Council
- 31(k) Nothing in this Agreement shall prevent the Council from disclosing the Service Provider's Confidential Information:
 - 31(k)(i) to any consultant, contractor or other person engaged by the Council
 - 31(k)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
- 31(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 Agreement is made aware of the Council's obligations of confidentiality.
- 31(m) The provisions of this clause 31 shall survive the expiration or termination of this Agreement

32 COUNCIL DATA

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

- 32(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.
- 32(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.
- 32(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:
- 32(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
 - 32(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
 - 32(e)(iii) Transfer of data to and from the system is conducted in a secure manner.
- 32(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:
- 32(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
 - 32(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 Data
- 32(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.
- 32(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.

- 32(i) Any cost arising out of the actions of the Parties taken in compliance with the provisions of sub-clause 32(h) above shall be borne by the Parties as follows:
- 32(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
 - 32(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).

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 Data Controller and the Service Provider is the Data Processor unless otherwise specified in Schedule Four. The only processing that the Data Processor is authorised to do is listed in Schedule Four by the Data Controller and may not be determined by the Processor.
- 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 Four 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 Four);
 - (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 33(m) 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 Four in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule x in replacement of Clauses 33(a)-33(p) for the Personal Data under Joint Control.]

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 1998, the Freedom of Information Act 2000 in accordance with clause 34 (Protection of Personal Data) and clause 28 (Freedom of Information) 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's Staff

- 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 Service.
- 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.
- 34(g) This clause 34 shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

35 AGREEMENT STATUS AND TRANSPARENCY

- 35(a) Further to the Local Government Transparency Code 2014 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 Agreement 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 Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 35(b) Notwithstanding any other term of this Agreement, the Service Provider hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 35(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.
- 35(d) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

36 DEPRIVATION OF LIBERTIES SAFEGUARDS

- 36(a) The Service Provider must always apply the principles of the Mental Capacity Act 2005 and the Deprivation of Liberty Safeguards. The Service Provider should always consult the relevant codes of practice for further detailed guidance. The Service Provider Manager is the managing authority for the purpose of the Mental Capacity Act: Deprivation of Liberty Safeguards (DOLS).
- 36(b) The Service Provider will comply with the conditions set as a result of DOLS Authorisation being given.

37 COMPLAINTS PROCEDURE

- 37(a) The Service Provider shall:
- 37(a)(i) inform complainants that they may refer their complaint in respect of the services provided under this Agreement direct to the Council;
 - 37(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
 - 37(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.
- 37(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:
- 37(b)(i) is easy to access and understand;
 - 37(b)(ii) informs complainants that they may refer their complaint in respect of services provided under this Agreement direct to the Council;
 - 37(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;
 - 37(b)(iv) provides confidential record keeping to protect employees under this Agreement and the complainant
 - 37(b)(v) provides information to management so that services can be improved
 - 37(b)(vi) provides effective and suitable remedies
 - 37(b)(vii) is regularly monitored and audited and which takes account of complainant and Council feedback.
- 37(c) The Service Provider shall make its complaints procedure available upon request.
- 37(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.
- 37(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.

- 37(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.
- 37(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.

38 NOTIFICATION

- 38(a) The Service Provider will inform the Council's First Point of Contact immediately (normally the first working day) and confirm by email within 3 working days if any of the following occur:
 - 38(a)(i) hospital admission of a Service User
 - 38(a)(ii) the death of a Service User receiving the Service
 - 38(a)(iii) a formal written complaint received from the Service User
 - 38(a)(iv) allegation of or actual abuse to a Service User
 - 38(a)(v) disappearance of a Service User
 - 38(a)(vi) any circumstances where a Service User has refused provision of the Service
 - 38(a)(vii) significant change to the physical or mental condition of the Service User
 - 38(a)(viii) major injury to a Service User as defined in the "Reporting of Injuries Diseases and Dangerous Occurrences" Regulations 1995
 - 38(a)(ix) allegation of or actual racial harassment or discrimination
 - 38(a)(x) any other serious issues causing concern about the well being of a Service User.
- 38(b) The Service Provider will notify the Council's Contracts Manager by email of inspection reports carried out by the Registration Body immediately on receipt of draft report being received by the Service Provider if any of the five outcome areas in the report are not rated by the Registration Body as "Good".

39 SAFEGUARDING

- 39(a) The Parties acknowledge that the Service Provider is a Regulated Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006. The Service Provider shall:
- 39(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
- 39(a)(ii) monitor the level and validity of the checks under clause 41(a) for each member of the Service Provider's Staff.
- 39(b) The Service Provider warrants that at all times for the purposes of this Agreement 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.
- 39(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 41 have been met.
- 39(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.
- 39(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.
- 39(f) Where the service requirement or specification specifies that the Service or activity to be provided under this Agreement 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 39(a) above.

40 COUNTERPARTS

40(a) This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

40(b) Transmission of the executed signature page of a counterpart of this Agreement (a) by fax or (b) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

41 ENTIRE AGREEMENT

This Agreement, the schedules and the documents annexed to it or otherwise referred to in contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to the subject matter.

42 CONFLICT OF TERMS

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

43 EMERGENCY PLANNING

The Service Provider will ensure that it has business continuity plans in place for a range of emergency situations should they arise for example pandemic influenza, power cuts etc.

THE SPECIFICATION

SCHEDULE 1: THE SERVICE

RESIDENTIAL SERVICE FOR ADULTS WITH LEARNING DISABILITIES

1.0 DESCRIPTION OF THE SERVICE

- 1.0 The Home is a registered residential care home and provides care and support to Service Users with a learning disability, complex needs and behaviours that challenge. The Service Provider occupies the Home on the basis of a lease with Shropshire Council. Shropshire Council are the landlord for the Home.
- 1.1 The Service at the Home is primarily for the provision of long term residential care, but if it proves required, the Service will extend to supporting Service Users to move on to alternative accommodation, including supported living, where this is

identified as appropriate.

- 1.2 The Service will support Service Users to; manage and develop independence where possible with daily living tasks; develop meaningful community connections and activities, maintain and grow family and friendship links (where appropriate) and develop skills to maximise independence as far as possible, acknowledging that learning is a lifelong process
- 1.3 The Service must
 - be able to support the needs of Service Users on the autistic spectrum
 - develop and implement strategies to reduce behaviours that challenge in accordance with Positive Behaviour Support plans
 - be able to develop and implement strategies for coping with obsessive and ritualistic routines
 - develop strategies for improving communication
 - meet complex personal care needs, including visual or other sensory impairments and physical disabilities
 - develop and implement a framework to promote person centred planning and ensure opportunities for social, leisure and vocational activity within the local community
 - work constructively with immediate and extended family members ensuring their positive input.
 - develop positive joint working with health professionals including GP's, pharmacists and specialist learning disability health practitioners and maximise input to the Service of all appropriate health professionals
- 1.4 In addition to personal care and where appropriate the Service will support and enable the Service User with:
 - household and budgetary management
 - cleaning
 - shopping for food and clothes
 - skills learning
- 1.5 The Provider may also be expected to undertake continued review and evaluation of interventions in relation to
 - preventative strategies, to avoid the need to use reactive management strategies where possible
 - positive programmes to develop alternative behaviour
 - reactive management strategies in accordance with Management of Actual and Potential Aggression (MAPA)
 - treatment strategies under the direction of clinical support

2.0 SERVICE PROVISION

2.1 Principles and general service requirements

2.1.1 The following are the principles that apply to the Service at the Home:

- it provides a warm caring environment that stimulates and supports people with learning disabilities.
- it endeavours to improve the Service User's quality of life by exploring day to day living experiences in a positive and meaningful way.
- it provides a Service where practices are innovative, non-oppressive and non-discriminatory
- it seeks to ensure that each Service User is able to achieve as much independence as possible and builds on their strengths and skills, though experience, enabling the Service User and encouraging his or her participation in their local community.
- it offers choice, control and independence to the Service Users that are incorporated into every day living experiences where the individual is supported with dignity and respect at all times.
- it ensures that, whenever appropriate the Service User is involved in decision making related to all issues that may directly or indirectly affect them.
- It reflects that Service Users have the right to experience social relationships and achieve status in the community

2.1.2 The Service Provider will ensure that the Service is provided in or as near as a domestic setting where Service Users can be supported in their daily lives (taking into account any condition, illness and or disability) whilst being enabled to access non-segregated community resources whenever appropriate.

2.1.3 The Service is twenty four hours per day, seven days per week, and 52 weeks per year including bank holidays.

2.1.4 The staffing levels will at all times:

- be appropriate to the needs of the Service Users' Individual Care Plans as negotiated between the Service Provider and the Council.
- comply with any minimum staffing levels that may in future be imposed by the Regulatory Body.

2.1.5 The provider may not increase the level of provision of the Service covered by this Agreement, and no additions will be made to the Payment, other than those set out in Clause 5 (Payment Review), without the express permission of the Council.

2.1.6 The daily transportation needs of Service Users will be met by the Service Provider as part of the Service.

2.1.7 When a Service User has temporarily stayed in hospital the Service Provider will

seek to ensure that the Service User is able to return to the Home within 4 hours of being deemed medically fit.

- 2.1.8 On the death of a Service User at the Home the Service Provider should notify the Council as soon as practicably possible, but not later than 12 hours after the event, and (where appropriate) contact the relatives or carers. The Service Provider will support as appropriate with regard to the funeral arrangements and funeral.

2.2 Specific elements of the service

2.2.1 Accommodation and Facilities

- The accommodation should be an appropriately furnished single room that meets the needs of the individual and, where possible, Service Users should be offered choice over what the room will look like and how it is furnished.
- There will be full bathing washing and toilet facilities to include assisted bathing equipment that is maintained in good working order.
- The Home will be fitted with all necessary and appropriate furnishings, fittings and adaptations to support a wide range of needs.
- Domestic services such as regular cleaning of Service User's rooms and bed making will be carried out daily. Service Users should be encouraged to engage in skills learning and domestic tasks where possible
- Linen and bedding should be provided for each Service User. Service Users should have access to a constant supply of clean towels and flannels for their individual use.
- Service Users will have access to television, radio newspapers and private access to a telephone

2.2.2 Meals and Beverages

- Food meals snacks and non-alcoholic beverages are inclusive in the Payment and will include breakfast lunch tea and supper with snacks and drinks available where appropriate on request.
- The Service Provide should ensure there is a healthy balanced varied menu offered which reflects the views and preferences of the Service Users. The menu should include special diets vegan meals vegetarian meals and those reflecting a cultural preference.
- Service Users should be encouraged to shop for, and prepare meals, drinks and snacks for themselves where appropriate

2.2.3 Personal Care

- 2.2.3.1 Personal care should be of a high standard. It should be offered to a level the Service User considers acceptable and as defined in the Assessment of Needs. This may include assistance with:

- Dressing.
- Washing (including hair).
- Bathing.
- Oral Hygiene.
- Toileting
- Shaving.
- Nail care to hands and feet
- Eating and drinking

2.2.3.2 Personal Care should include access to incontinence services and aids provided by other agencies as appropriate

2.2.3.3 Basic toiletry provision (shampoo conditioner soap toothpaste) and minor repairs to clothing are inclusive in the Payment. Additional charges to the Service User may be levied for e.g. hairdressing, dry cleaning, non-basic toiletries and may be met by way of Service User's personal allowances

2.2.4 **Health Care**

- It is expected that Service Users will be registered with a GP of their own choice and that the Provider will keep a confidential record of each Service User's GP
- The Service Provider will encourage and support Service Users to recognise and meet any medical needs, and ensure that the Service User's attendance of all associated appointments is facilitated.
- If required by the Service User Staff will accompany the Service User to their health associated appointments
- The Service Provider should ensure that if the Service User wishes they are accompanied to health appointments by the Service Provider or a family member or friend.
- Where the practice of self-administration of medicines is established or forms part of a planned preparation of a Service Users move towards greater independence adequate steps must be taken to monitor compliance by Staff within legal requirements following an assessment and with the agreement of the Service User and family or Social Care Practitioner where appropriate and in accordance with guidelines issued by the Regulatory Body from time to time. The Service Provider is responsible for the collection and dispensation of prescribed drugs and medicines in accordance with the Individual Care Plan.

2.2.5 **Social Care**

- Service Users should be encouraged to follow where possible their chosen

life style which should include leisure and social pursuits.

- Service Users should have the opportunity to meet their spiritual needs.
- Service Users should have the right to choose and wear their own clothes which should be clean and in good repair at all times. Minor repairs are the responsibility of the Service Provider. Major repairs may be charged for the cost to be advised and agreed in advance with the Service User family or Social Care Practitioner where appropriate
- Service User's visitors should be welcome at all reasonable times. There should be access to facilities for Service Users and visitors to receive or make drinks.
- The Service Provider should make arrangements for transport and escort as necessary to enable the Service User to access health and social care services, shops, social and leisure activities.
- The Service Provider should ensure access to the provision of aids and equipment which may enhance the quality of life of the Service User.

3.0 ASSESSMENT AND REFERRAL TO THE SERVICE

- 3.1 Assessment and referral to the Service will be undertaken by Shropshire Council Adult Social Care Services.
- 3.2 Where possible and whenever appropriate the involvement and wishes of the Service User will inform any decisions made.
- 3.3 It is recognised that pre-placement assessment is a collaborative process and will include a multi-disciplinary approach in consultation with next of kin and any other party important to the Service User. Whilst giving regard to this requirement the Council may set an expected timescale for the completion of the assessment and referral process.
- 3.4 The Service Provider will operate an admissions procedure that will allow for prospective Service Users to visit the Home, and spend time with other Service Users living at the Home to ensure compatibility, prior to admission.
- 3.5 The Service Provider will work in collaboration with the Council's social work team to support Service Users through any crisis and provide a pro-active management plan during the referral and initial occupation period.
- 3.6 The assessment process will take into account the compatibility of the prospective Service User with that of Service Users and others Service Users who access the Service .
- 3.7 Following assessment, the relevant Social Care Practitioner will provide an Assessment of Needs for the Service User. The Assessment of Needs will give the personal details and individual outcomes and objectives for the Service User
- 3.8 In providing the Service the Service Provider undertakes to explore and implement

appropriate and responsive Individual Support Plans in agreement with Council social work teams which will meet the Service User's individual spiritual, physical, educational, psychosocial and emotional needs.

- 3.9 Written information on the Service Provider and Home must be available for prospective Service Users and relevant family and friends.

4.0 REVIEW OF SERVICE TO AN INDIVIDUAL SERVICE USER

- 4.1 Formal reviews should be instigated by the Service Provider within at least three months of a Service User moving into the Home and thereafter every six months.
- 4.2 The review process will involve the Service User where appropriate and all other relevant professionals and representatives. If required the Service Provider must allow access to the Service User in private by the Social Care Practitioner and those Health and Social Care professionals included in the assessment and care management process
- 4.3 The outcomes of reviews lead by the Service Provider will be formally recorded and shared with the Council
- 4.4 The Service Provider may request a reassessment of need if in their opinion the care needs of the Service User have changed significantly or cannot be met. If the Council believes the additional or changed needs cannot be met by the Service Provider the Service Provider will support the Service User and the Council to move to an alternative service. If the Council and Service Provider believe that the Service can meet the Service User's additional or changed needs and additional monies are agreed to fund additional care these arrangements will be in accordance with Clause 1(d) Agreement & Term and Clause 2 (i) Payment

5.0 RIGHTS OF SERVICE USERS

5.1 Core Rights

Service Users have the right to:-

- 5.1.1 Be treated as an individual with unique needs.
- 5.1.2 Be encouraged to have personal independence and choice.
- 5.1.3 Have personal dignity respected.
- 5.1.4 Have their cultural social religious and emotional needs respected.
- 5.1.5 Have access to all personal information held on them by the Service Provider.
- 5.1.6 Participate in formulating their own Assessment of Needs.
- 5.1.7 Participate in any reviews or re-assessment of their needs.
- 5.1.8 Receive a non-discriminatory service.
- 5.1.9 Receive assistance to maintain personal skills.
- 5.1.10 Have access to representation and advice as appropriate.
- 5.1.11 Have access to a formal complaints procedure.

- 5.1.12 Maintain their entitlements associated with citizenship.
- 5.1.13 Be involved in any decision-making process as it affects them including the right to refuse reasonably a part of the Service and to comment on the Service under this Agreement by means of an independent advocate if necessary without fear of reprisal
- 5.1.14 Have private access to a telephone and to receive visitors in private

5.2 Dignity

- 5.2.1 The Service Provider will recognise the intrinsic value of Service Users as people regardless of circumstances
- 5.2.2 The Service Provider will respect Service Users uniqueness and their personal needs including the right to decide how they wish to be addressed.
- 5.2.3 The gender and ability of the Staff assisting in intimate care tasks must be considered to avoid embarrassment and discomfort of both the Staff and the Service User.

5.3 Independence

- 5.3.1 Service Users will have the opportunity to act and think without reference to another person including a willingness to incur a degree of calculated risk provided that does not place another person at risk or in breach of the Service Provider's obligations under any legislation.
- 5.3.2 All Service Users have the right to appropriately express their sexuality although the Service Provider will also recognise the vulnerability of Service Users to sexual exploitation. The Service Provider will raise Staff awareness and provide support and training to Staff when they are dealing directly with issues of sexuality with Service Users
- 5.3.3 Service Users have the right to manage their own finances in accordance with Schedule 2, Section 4 (Finances and Allowances)

5.4 Choice

- 5.4.1 The Service Users will have the opportunity to make their own choices in respect of their care and support where appropriate. Service Users have the right to access services provided flexibly for their benefit in the least restrictive way possible.
- 5.4.2 Service Users should be consulted about the services they are receiving, be provided with information about alternative options to achieving their outcomes, and be able to exercise some control over their lives via their choices
- 5.4.3 Where appropriate Service Users should be free to administer their own medication in accordance with guidelines issued by the Regulatory Body.

Where this is the case it will be identified as part of the individuals assessment of need

5.5 Fulfilment

5.5.1 Service Users have the right to realise their personal aspirations and abilities in all aspects of daily life and should be encouraged and enabled to maintain links with family, friends, carers and communities and enter into activities and relationships in the wider community whilst living at the Home, and where possible be supported to move to more independent living.

5.5.2 The Service Provider should ensure that the Service Users are supported to make personal choices and that these are met with understanding and support

5.6 Security

Service Users have the right to an environment and a Service which affords them protection and security.

5.7 Privacy

5.7.1 Service Users have the right to be left alone undisturbed and free from intrusion, to publicise and free from affairs to be publicised and have their affairs their

5.7.2 Service Users including the right to be made the procedures have access to confidentially have private including medical phone and the private services in private maintaining confidentiality.

5.7.3 Service Users have a right to receive visitors in private.

6.0 THE SERVICE PROVIDER'S INDIVIDUAL CARE PLAN

6.1 The Service Provider will produce an Individual Support Plan related to the Individual Care Plan and Assessment of Needs which will describe the specific care objectives and Service arrangements and include written risk assessments.

6.2 The Individual Support Plan will take into account the Service User's physical emotional social cultural and intellectual needs, and producing and developing the plan will be discussed with the Service User or the Service User's representative where appropriate

6.2 The Individual Care Plan and Individual Support Plans will be subject to ongoing assessment; to include risk assessment, implementation and review, and will be underpinned by Service Provision Principles Section 2.0 and the Rights of Service Users Section 5.0 of this schedule

6.3 The implementation of Individual Support Plans should be responsive to the changes in Service User needs whilst retaining Individual Care Plan objectives

6.4 The Service Provider shall keep the relevant Social Care Practitioner informed of any change of circumstances that are pertinent to the Service User's Individual

Care Plan.

7.0 TRANSFER OF SERVICE USERS

- 7.1 Allocation of a room to a Service User implies exclusive use of that room for the duration of the stay, Service Users should not be transferred to different rooms within the home. If a Service User requests a change of room during their stay the Service Provider should seek to accommodate this request, liaising with the Council and the Service User's family/friends as appropriate.
- 7.2 The Service Provider may be required to support a Service User to move to an alternative room if the relevant Social Care Practitioner believes that the needs and requirements of the Service User have changed, and the Service Users needs can be better met in a different room.
- 7.3 In the event of redecoration the Service Provider may, with the Service User's agreement, arrange a temporary move to another room, to facilitate the completion of the work

8.0 RISK MANAGEMENT

- 8.1 The Service Provider will have a Risk Management policy in respect of Service Users. Steps taken to minimise risk will be discussed with the Service User family or relevant Social Care Practitioner.
- 8.2 The policy will recognise the Service User's right to take risks as an expression of independence but will take into account the effect on other Service Users and Staff
- 8.3 This policy should be communicated to all Staff Service Users and their family and Social Care Practitioner
- 8.4 The Service Provider will undertake a risk assessment in respect of each Service User at least annually or other such frequency as shall be agreed, The Individual Care Plan and Individual Support Plan will be updated accordingly.

9.0 BEHAVIOURS THAT CHALLENGE THE SERVICE

- 9.1 Where the Service Provider is concerned that a Service User's behaviour is adversely affecting the health, safety, comfort and quality of life of other Service Users the Service Provider must bring the matter to the attention of the relevant Social Care Practitioner and both parties will take immediate action with the Service Provider to resolve the situation as soon as possible and may:
 - 9.1.1 Discuss the matter with the Service User
 - 9.1.2 Discreetly, sensitively and with regard to confidentiality gauge the response of those affected by the behaviour
 - 9.1.3 Discuss the matter with the Service User's family if appropriate
 - 9.1.4 Involve other specialist professionals, including the instigation of a safeguarding referral if this is deemed appropriate

- 9.2 The Service Provider will work to the Council's Management of Actual and Potential Aggression Policy and ensure that all care Staff are trained in Management of Actual and Potential Aggression (or receive BILD accredited training) and that this training is refreshed and updated in line with recommendations or at least every two years.
- 9.3 The appropriateness and level of medical intervention to address behaviour that challenge including the administration of drugs or medication shall be decided only by a GP or Medical Consultant. The relevant Social Care Practitioner must be informed by the Service Provider as soon as possible of any such intervention.
- 9.4 The Service Provider is expected to understand, develop and support use of Positive Behaviour Support (PBS) and any PBS Plans that are in place. The Service Provider must ensure that the Service has access to high quality specialist PBS support.

10.0 OUTCOMES OF THE SERVICE

Service User Outcomes

- 10.1 Provision to the Service User of a residential place of residence in accordance with the Assessment of Needs.
- 10.2 The encouragement of the Service User's independence through therapeutic approaches and the utilization of his or her practical skills.
- 10.3 The enabling of Service User choice in relation to the day to day routine of the Home and in choice of food and personal control of money.
- 10.4 The development of opportunities for service users to access and be part of their local community.
- 10.5 The recognition of the symptoms of institutionalisation within Service Users and implement strategies to build on his or her self-esteem and self determination.
- 10.6 Provision of a full and on-going assessment of social, educational, physical, spiritual and emotional needs of the Service User, working in collaboration with other relevant agencies to achieve best outcomes.
- 10.7 An immediate response to changing needs of the Service User through the provision of an ongoing and timely review system.
- 10.8 The implementation of coping strategies, assessment and intervention during difficulties through the provision of 24 hour supervision which will provide mechanisms for on-going surveillance and monitoring of the Service User.
- 10.9 The reporting of any significant changes in a Service User's psychosocial and emotional well-being to relevant professionals.
- 10.10 Provision of full and accurate recording of events in order that evaluative processes may be fully explored.

General outcomes

10.10 Increased availability of apprenticeships and training opportunities generally and for 16-18 year old (NEETs) in particular

10.11 Support for the local supply chain both during the operation of the service

11.0 INFORMATION FOR SERVICE USERS

11.1 A written statement or brochure must be given and explained to Service Users when they stay at a Home and this should include the following information:

- details of the Service, the philosophy and operation of the Service
- a statement about how the Service User can complain. This should include details as set out in clause 37 (Complaints) .
- a statement concerning the Service Provider's policy on equal opportunities/non-discrimination in accordance with the requirements of clause 30 (Equalities)
- a statement concerning confidentiality.
- the right of the Service User to have access to any personal information held on them by the Service Provider.
- Information about the basis of the Service User's occupation of the home

11.2 The Service Provider will inform the Service User that Staff may not accept money (as a gift or loan) or other gifts from the Service User. Small token gifts on special occasions must be reported by Staff to the Home Manager and recorded by them. The Service Provider will make available to the Staff and the Service User its policy about gifts.

12.0 SENSORY AND MOBILITY LOSS AND IMPAIRMENT

12.1 Staff must observe any indications of changes in sensory abilities or physical mobility of Service Users and report them to the Service Provider. These will be recorded in the Service User's Individual Support Plan and in consultation with the Service User a referral may be made for medical advice or treatment and this must be communicated to the relevant Social Care Practitioner

12.2 The Service Provider will ensure that prescribed aids and equipment are with the Service User for the duration of their time at the Home. The Service Provider will be aware of, make available, and encourage the Service User to use any other aids and equipment which enhances the Service User's life (e.g. Talking Books, magnifying glasses, assistive technology). The Service Provider will ensure that all aids and equipment will be kept clean and maintained in good working order and in accord with manufacturing instructions. Under no circumstances will defective equipment aids be used. The Service Provider will ensure that Staff are trained in assisting Service Users in the proper use of the aids and it is the responsibility of the Service Provider to secure this training.

- 12.3 The Service Provider will ensure that Staff can communicate with Service Users with sensory impairments.
- 12.4 The Service Provider will ensure that Staff are trained in the skills required for assisting Service Users who have impaired mobility and the Service Provider will endeavour to promote the independence of the Service User wherever possible.
- 12.5 The Service Provider will ensure Staff are aware of the social isolation which may arise from sensory impairment and physical mobility and will seek ways of addressing such isolation in consultation with the Service User.

SCHEDULE 2: SERVICE STANDARDS

1.0 GUIDING PRINCIPLES

- 1.1 The parties will seek to provide a Service that:
 - 1.1.1 encourages Service Users to make decisions about their own lives.
 - 1.1.2 acknowledges and seeks to address and avoid the ways in which people with learning disabilities are marginalised and subjected to discrimination
 - 1.1.3 ensures that members of Staff are committed to anti-discriminatory and anti – oppressive practice and seek to examine their own attitudes.
 - 1.1.4 ensures that the dignity, privacy and individuality of all Service Users are respected.
 - 1.1.5 respects the cultural, social, religious and emotional needs of Service Users.
 - 1.1.6 respects the confidentiality of any information gained about Service Users whilst ensuring that Staff are clear that they have a duty to share any concerns about Service User's mental and physical welfare with their managers and other professionals involved in the Service User's support
 - 1.1.7 fosters independence and enables Service Users to reach their full potential
 - 1.1.8 provides appropriate protection to Service Users whose level of vulnerability is prone to fluctuation and particularly in circumstances where this vulnerability may compromise the security of their tenancy.
 - 1.1.9 seeks to find alternative ways to increase Service User's independence by introducing various assistive technology.
- 1.2 In providing the Service the Service Provider must also comply with any of the practices, performance ratings and quality standards that are set out or referred to

in this Agreement and all statutory provisions and guidance which apply to the Service and are issued from time to time by a Regulatory Body.

- 1.3 The Service Provider is directed towards the national policies for learning disabilities, in particular “Valuing People Now” and its principles regarding rights, choice & control, promoting independence, inclusion and citizenship which are retained within the Care Act 2014 and reflected within the aims and objectives in the Service Specification.

2.0 COMPLAINTS

- 2.1 The Service Provider will operate a complaints procedure which will comply with the requirements of clause 37 (Complaints).

3.0 ADMINISTRATION

- 3.1 The Service Provider will provide information to the Council as requested from time to time to meet Department of Health, other Government Departments and Local Government requirements.

4.0 FINANCE AND ALLOWANCES

- 4.1 Service Users should be free to take responsibility for their own finances if able to do so.
- 4.2 Where the Service User is unable to manage their finances unaided the Service Provider will provide appropriate support as detailed in the Individual Care Plan.
- 4.3 Where the Service Provider holds or handles money on behalf of Service Users arrangements must be in place to ensure the Service Users money is held safely and clear records are kept of all transactions, such records to be made available to the Council for inspection on request.
- 4.4 No additional charges or costs shall be made to the Service User by the Service Provider for any services provided under this Agreement.
- 4.5 The Council does not encourage the charging of Service Users for additional Services not provided under this Agreement. However where additional services are offered, a scale of charges must be displayed within the Home (and made clear in the terms and conditions given to the Service Users) and the costs for these may be met by way of Service User's Personal Allowances or in advance from a paying party in agreement with the relevant Social Care Practitioner
- 4.6 Where the Service User is unable to make decisions and has no family with whom arrangements have been made to manage the money which are satisfactory to the relevant Social Care Practitioner in accordance with the Assessment of Needs the relevant Social Care Practitioner may require the Service Provider to collect state benefit or entitlement on behalf of the Service User
- 4.7 Where the Service Provider is required to collect State benefit or other entitlement

on behalf of a Service User the Service Provider must ensure that

- the Service User receives any Personal Allowance or
- if required proper arrangements are made in agreement with the Service User or their nominated representative for the safe-keeping of such Personal Allowance.

4.8 The Service User's Personal Allowance is not to be used for the purchase of or contribution towards any part of the Service required to be provided under this Agreement and the Service User's Personal Allowance should be available to the Service User to spend as they choose

5.0 RECORD KEEPING AND CONFIDENTIALITY

5.1 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.

5.2 The following information should be recorded in respect of each Service User:

5.2.1 name, address, date of birth

5.2.2 gender, ethnic origin and significant, relevant items of personal/medical history and critical incidents

5.2.3 next of kin - name, address and telephone number

5.2.4 GP - name, address and telephone number

5.2.5 date of referral, Service commencement and termination

5.2.6 current Individual Care Plan details

5.2.7 current risk assessment

5.2.8 monies held or managed on the Service User's behalf

5.3 A register of Staff must be maintained which should include the following information

5.3.1 name, address and telephone number

5.3.2 position held and hours worked

5.3.3 next of kin - name, address and telephone number

5.3.4 GP - name, address and telephone number

5.3.5 Date of issue of identification and retrieval if appropriate

5.3.6 Recruitment details including references, evidence of CRB disclosure and interview

5.3.7 Induction and training records

5.3.8 Copies of training certificates and qualifications

5.4 The Service Provider will ensure that each member of Staff is made aware that their files may be inspected by Officers of the Council for the purpose of monitoring.

5.5 In accordance with Caldicott recommendations and confidentiality requirements the Service Provider will ensure that:

- 5.5.1 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.
- 5.5.2 Service Users and Staff have access to their personal records in private and as quickly as possible if requested and no later than 21 days whilst considering the interest of any third party information which can only be given with the third party's permission.
- 5.5.3 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.
- 5.5.4 Staff are required to sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.
- 5.5.5 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.
- 5.5.6 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.
- 5.5.7 confidentiality 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
- 5.5.8 Staff contracts explicitly mention confidentiality and disclosure issues of Service User information are reviewed
- 5.5.19 if it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification
- 5.6 The Service Provider must have in place a system for regularly auditing Individual Support Plans and Individual Care Plans and other Service User records and associated records to ensure that the Service is being delivered and correct records are being kept. The Service Provider shall keep a record of such audits.

6.0 POLICIES, PROCEDURES AND GUIDANCE

- 6.1 The Service Provider should have the following policies, procedures and/or guidance in place:
 - 6.1.1 Operational policies including recruitment, supervision and retention

of Staff

6.1.2 Grievance and disciplinary procedures

6.1.3 Health and Safety Policy in line with the Health & Safety at Work Act 1974 and the Health & Safety at Work Regulations 1992 and any amendments thereof

6.1.4 Confidentiality, record keeping, security and access to records policy

6.1.5 Lone/out of hours working policy

6.1.6 Dealing with Violence, Aggression and Disruptive Behaviour in line with the Council's Management of Actual and Potential Aggression Policy

6.1.7 Staff training policy

6.1.8 Recording of incidents

6.1.9 Supporting Service Users who take prescribed and un-prescribed medication

6.1.10 Risk Management policy and procedure

6.1.11 Service User Rights and Responsibilities

6.1.12 Staff Code of Conduct and Responsibilities

6.1.13 Whistle blowing Policy

6.1.14 Equal Opportunities Policy

6.1.15 The Freedom of Information Act

6.1.16 Adult Safeguarding Policy & Procedure

6.1.17 Fire Safety Policy

6.1.18 Missing Persons Policy

6.1.19 Smoking Policy

6.1.20 Infection Control Policy

6.1.21 Mental Capacity Act 2008 Policy

6.1.22 Mental Capacity Act: Deprivation of Liberties Safeguard Policy and Procedure

6.1.23 Shropshire Councils' "Choking guidance for adults with a learning disability".

6.2 The Service Provider will ensure that all Staff have access to copies of all the policies and procedures listed above and that Staff sign to indicate that they have received read and understood each one and such documentation will be retained for

management and inspection purposes. In addition the Service Provider will ensure that Staff have access and operate in accordance with to the West Midlands Adult Safeguarding Policy & Procedures.

7.0 STAFFING

7.1 General Standards

- 7.1.1 The Service Provider will ensure that there are enough trained and qualified Staff on duty at the Home at all times to deliver a high standard of care. The staffing establishment at the Home to deliver the Service is attached at Appendix 3
- 7.1.2 Where an allegation of abuse occurs against a member of Staff the West Midlands Adult Safeguarding Policy and Procedures must be followed by the Service Provider forthwith
- 7.1.3 The Service Provider will ensure that all Staff know that
 - they are exempt from the Provision of the Rehabilitation of Offenders Act 1974.
 - they must sign a declaration of all previous criminal convictionsit is a disciplinary offence to make a false declaration
- 7.1.4 In circumstances where the Council has a concern in relation to a member of Staff, if required by the Council, a meeting will be arranged within 24 hours or within other such time as shall be agreed to discuss the concerns of the Council
- 7.1.5 Care staff must be employed in accordance with the code of conduct and practice set by the general social care council and all Staff must be given copies of the code by the Service Provider
- 7.1.6 The Service Provider will ensure that all Staff are aware that it is not acceptable for any relationship to develop between Staff and Service Users either physical financial or of an exploitative nature, and any relationship of this type will be a disciplinary matter.

7.2 The Home Manager

- 7.2.1 The Home Manager is to be registered with the Registration Body. Where a new manager is appointed at the Home they will apply for registration with the Registration Body as soon as practicably possible and no later than six weeks of commencing the post.
- 7.2.2 The Council's Contracts Team are to be notified, within ten working days, if a manager ends their employment at the Home and when a new manager is appointed into the role.

- 7.2.3 The Home Manager must be sufficiently experienced and qualified. It is expected that the manager holds a Level 5 Diploma in Leadership for Health and Social Care and Children and Young People's Services, having followed the "Management of Adult Residential Services" pathway or be
- 7.2.4 actively working towards this qualification when taking on the role. The Home Manager will have sufficient supernumerary time to carry out the managerial tasks associated with the role such as staff supervisions; staff meetings; auditing of Individual Care Plans and Individual Support Plans and associated documentation; etc.
- 7.2.5 The Home Manager will have daily access to a computer at the Home including a secure email address. This email address is to be made available to the Council.

7.3 Recruitment and Selection

- 7.3.1 The Service Provider must inform Staff that the Council reserves the right to view their Staff records
- 7.3.2 The Service Provider shall at all times during the period of this Agreement engage sufficient Staff of sufficient ability, skill, knowledge, training and experience for the proper performance of the Service and shall continuously supervise the performance of Staff and ensure that there is a sufficient reserve available to provide the Service at all times
- 7.3.3 The Service Provider shall be entirely responsible for the employment and conditions of service of its own employees and shall at all times be fully responsible for the payment of all salaries and wages income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any persons employed by the Service Provider and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof
- 7.3.4 The Service Provider shall provide a means of identification to all its Staff and shall require them to produce such identification on request
- 7.3.5 There must be a clear written job description and employee specification for all Staff
- 7.3.6 Job applications must be in writing and describe previous experience, training, full employment history since leaving school and explain the reason for leaving and any gaps in employment.
- 7.3.7 Candidates selected for possible appointment must be formally interviewed.
- 7.3.8 Two satisfactory written references must be obtained before employment commences, and the authenticity of the reference should be verified. One reference must be from the applicant's current or last employer, and should be obtained from

a previous employer in the care sector where applicable. Provision must be made for references to be taken from all previous care employers if required. References should ask reasons for leaving, whether the employer providing the reference would offer re-employment and whether any disciplinary investigations have been undertaken and why.

- 7.3.9 Applicants must make a written declaration of previous convictions and disqualifying conditions and provide information about any other name by which they have been known.
- 7.3.10 All Staff working with vulnerable adults must undergo a search by the Criminal Records Bureau (CRB). The Service Provider must follow guidance issued by the CRB as to the level of disclosure required for each Staff post and ensure that the Code of Practice of the CRB is strictly adhered to.
- 7.3.11 The identity of all Staff should be verified prior to employment using an official document.
- 7.3.12 The authenticity of qualifications should be checked prior to employment.
- 7.3.13 Staff should be provided with information about their conditions of employment.
- 7.3.14 All Staff make a written undertaking in respect of confidentiality.
- 7.3.15 In the event of agency Staff being used the Service Provider must ensure that the agency has carried out thorough checks including references and hold a valid certificate of clearance issued by CRB and that selection processes have been rigorous.
- 7.3.16 All new Staff must be appointed on a probationary contract, renewal of which must be dependent upon satisfactory performance and completion of the Induction Programme. This provision must also apply to internal transfers.
- 7.3.17 Where any concerns have been raised about a potential member of Staff by a referee or through the CRB check and the person is nevertheless deemed to be suitable for support work, appropriate and sufficient monitoring is undertaken by the Service Provider in respect of the concerns raised. The Service Provider must be able to demonstrate that such monitoring has been carried out.

7.4 Qualifications & Experience

- 7.4.1 The Home manager must hold a Level 5 Diploma in Leadership for Health and Social Care and Children and Young People's Services, having followed the "Management of Adult Residential Services" pathway, or be actively working towards this qualification when taking up their role
- 7.4.2 It is desirable that Deputy Managers have a qualification in Social Care or Nursing and essential that they have had 3 to 5 years experience in Social Care. It is

desirable that Deputy Managers have a qualification in Management if not they must work towards the achievement of Level 4 Diploma in Adult Care or equivalent Level 4 qualification.

- 7.4.3 It is desirable that Senior Care Staff have a qualification in Social Care or Nursing and essential that they have had previous experience in Social Care. It is desirable that Senior Care Staff have a qualification in management if not they must work towards the achievement of Level 4 Diploma in Adult Care or equivalent NVQ4 or other level 4 qualification.
- 7.4.4 All managers and senior care staff should provide evidence of the ability to manage Staff and systems effectively and to establish positive relationships with other professionals.
- 7.4.5 Care Staff must have previous relevant experience or training to enable them to provide the Service to the Service Users at the Home and should hold or work towards achieving an Level 2 or Level 3 Diploma in Health and Social Care or equivalent qualification. .
- 7.4.6 Staff must be able to demonstrate their ability to understand and follow policies and procedures.
- 7.4.7 All Staff must be committed to meeting the needs of the Service Users and maximising their capacity for independence and self determination.

7.5 Induction

- 7.5.1 The Service Provider will provide a structured induction programme to all Staff that will be made available to the Council on request The induction programme must meet all aspects of training covered by the Care Certificate and will also include
- an introduction to the policies procedures and codes of conduct of the Service Provider which Staff will be expected to follow
 - an introduction to the principles set out within “Valuing People Now”
 - An introduction to the Service, the principles and features of the Service and the rights and outcomes of Service Users.
 - instruction in safe moving and handling
 - administration of medication including administration of stesolid if required
 - breakaway and restraint techniques in line with the Council's Management of Actual and Potential Aggression Policy
 - familiarisation with the Individual Care Plans, Individual Support Plans and risk assessments
 - Health and Safety
 - basic First Aid
 - non-aversive intervention

- the West Midlands Adult Safeguarding Policy and Procedures
- 7.5.2 New members of Staff who provide care directly and have no qualification will be required to show they have met the induction standards within the first six weeks of starting work
- 7.5.3 Staff will not be allowed to work unsupervised (out of sight of another appropriately trained member of Staff) until they have met the induction standards
- 7.5.4 Induction standards will lead to the Care Certificate, followed by the relevant Diploma in Health or Social Care.
- 7.5.5 The Service Provider will provide Staff training opportunities both in- house and in conjunction with other agencies.

7.6 Training

- 7.6.1 The Service Provider must maintain an ongoing programme of training for Staff at the Home.
- 7.6.2 The training programme must underpin knowledge for relevant qualifications; respond to emerging local and national requirements or priorities and; meet all other learning and training that supports Staff to continually improve their performance.
- 7.6.3 The manager should undertake regular appraisals of Staff performance and training needs. Targets should be set to ensure all Staff achieve appropriate qualifications as set out in section 8 (Qualifications & Experience)..
- 7.6.4 The Service Provider will be expected to ensure that training that Staff receive is made relevant to supporting adults with learning disabilities and covers behaviours that challenge and positive behaviour support
- 7.6.5 The Service Provider will operate a system that holds clear records of all staff training, training targets and, where appropriate, expiry and refresher dates for training.
- 7.6.6 The Council has an approved list of training providers from which the Service Provider may wish to select. Where the Service Provider uses training organisations not approved by the Council, if requested by the Council, the Service Provider must demonstrate that the training provider is of a suitable standard.

7.7 Supervision

- 7.7.1 Supervision will take place between all Staff and their line manager in accordance with the requirements of the Regulatory Body and as a minimum on a two monthly basis and written records will be kept on the content and outcome of each meeting

7.8 Use of Agency Staff and Volunteers

- 7.8.1 The Service Provider may use volunteers and agency Staff to deliver some of the activities provided as part of the Service.
- 7.8.2 In all cases volunteers and agency Staff must be recruited in line with the Guidance of the Criminal Records Bureau and as a minimum must provide 2 references which

must be taken up by the Service Provider prior to any voluntary or agency work being undertaken.

- 7.8.3 Volunteers and agency Staff must receive adequate training for any duties they are to undertake. In particular if volunteers or agency Staff are to be used in any instances for care duties they must receive and comply with the training and skills expected of care Staff.
- 7.8.4 Agency Staff may only be employed from an Agency accredited with Shropshire Council and registered with the Care Quality Commission.

8.0 TRANSPORT

- 8.1 The Service Provider will be responsible for transporting Service Users in a safe and appropriate manner. Risk Assessments in respect of each Service User should be carried out in respect of transfers from the Home and Risk Assessments must be made available for inspection. The Risk Assessments will take account of any aids used by the Service User such as wheelchairs to ensure they comply with any regulations.
- 8.2 Staff must monitor the escort arrangements as required by each Individual Care Plan.
- 8.3 Vehicles used by Staff to transport the Service Users must have a current MOT certificate if over 3 years old and have adequate third party and passenger liability insurance.
- 8.4 Vehicles used to transport the Service Users should be regularly serviced and any concerns about road worthiness and safety reported to the Manager.
- 8.5 Any driver used by the Service Provider to transport the Service Users MUST:
- be authorised by management for inspection.
 - hold a current driving license suitable for the vehicle being driven.
 - make a declaration of any license endorsements or penalty points.
- 8.6 Staff may not use their cars for work purposes unless they have appropriate business class insurance.

9.0 HEALTH & SAFETY

- 9.1 The Service Provider shall ensure that it has in place a Health and Safety Policy Statement relevant to the Service, meeting the requirements of the Health and Safety at Work Act 1974 and any other relevant health & safety legislation
- 9.2 Staff should be required to follow good practice in moving and handling and be provided with appropriate training and refresher training.
- 9.3 Records of all Health & Safety training, including refresher training must be kept and held locally. Certificates of training undertaken should be held on Staff files

- 9.5 All accidents, incidents including violent incidents and 'near misses' at the Home and on trips involving Staff and Service Users outside the Home must be recorded. This record should include any steps taken to prevent a recurrence. Accidents must also be recorded in an Accident Book.
- 9.6 The Service Provider must have a policy and procedure for dealing with violence, aggression and the use of restraint physical intervention in accordance with Management of Actual and Potential Aggression (MAPA)

10.0 QUALITY ASSURANCE

- 10.1 The Service Provider must be able to demonstrate to the Council that it has a commitment to the quality of the Service.
- 10.2 The Service Provider must have documented systems which enable it to:
- 10.2.1 check on whether it is delivering the Service in accordance with the Service Specification.
 - 10.2.2 check whether it is doing this efficiently and effectively
 - 10.2.3 check on whether Staff are provided with safe systems of work
 - 10.2.4 check whether the Service is being delivered in a way which takes account of Service User's needs, preferences and satisfaction
 - 10.2.5 check to ensure that all records are up to date and retain the records of such audits.
 - 10.2.6 check whether Service Users the Council and other relevant agencies consider the quality of the Service can be improved.
 - 10.2.7 provide information to the Council evidencing that the systems are in place and are being used
- 10.3 The Service Provider must have care management systems in place that include assessment of needs, individual care plans and risk assessments

11.0 MONITORING

- 11.1 The Council is responsible for monitoring the Service Provider's compliance with the terms of this Agreement. Officers of the Council may seek to monitor this Agreement by
- 11.1.1 visiting the Home (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 Agreement. 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.
 - 11.1.2 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 Home, assessing information from CQC

reports, Healthwatch reports, feedback from social work teams and staff within the CCG, IPC audits, the outcome of safeguarding processes, financial information.

11.1.3 carrying out review of a range of performance measures and quality information including safeguarding; complaints, organisational concerns, CQC ratings, infection control evaluations

11.1.4 requesting utilisation returns and reviewing utilisation of the Agreement, investigating void levels and taking actions in accordance Clause 1(d) (Agreement & Term)

11.1.5 requiring the Service Provider to attend a formal meeting at agreed intervals, or in response to quality concerns, to discuss the following :

- Finance
- Staff (recruitment / leavers / sickness and agency)
- Provision of the Service
- Feedback from Service Users on the Service
- Summary details of any concerns raised about the Service and actions taken to address these.
- Liaison with health care professionals
- Results of the Service Provider's own quality assurance mechanisms
- Occupancy and quality issues

(The above list of agenda items is indicative and additional or alternative items may be discussed)

11.2 The Service Provider will:

11.2.1 allow Officers of the Council access to the Home (upon the production by Council Officers of an identity badge) to carry out a monitoring visit. This may include viewing the Home and areas used at the Home for the provision of the Service such as Service Users' bedrooms (Officers shall have regard to Service User's privacy whilst at the Home) 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 Agreement.

11.2.2 give assistance to Officers and prompt access to at 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 Agreement (which may include but is not limited to Service User's care files (including care plan, reviews, Assessment of Needs, risk assessments, daily notes), the recruitment and selection of Staff, policies and procedures, documentation relating to the

Personal Allowance (if applicable) (and how these are put into practice at the Home)

- 11.2.3 allow Officers of the Council to speak to Service User's and Staff in private (the Council shall have regard to the Service User's needs and Staff needed on duty to provide the Service)
- 11.2.4 allow 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)
- 11.2.5 upon request provide photocopies of documentation (subject to the Council contributing to the Service Provider's reasonable photocopy costs)
- 11.2.6 supply to the Council upon request the names of Service Users resident at the Home (at any one time) and or any contact details the Service Provider holds for next of kin or family / friends that visit the Home for the purpose of contacting them to ascertain their views of the Service provided at the Home
- 11.2.7 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 and quality of care provision throughout this Agreement period, consistency and standards of care, the Service User's and/or their representative's views of the care provided.
- 11.2.8 keep an accurate record of all Staff on duty at the Home at any time (usually called the Staff rota) including a note if the Home Manager or any member of Staff leaves the Home for a period of time during their shift and make these available to Council Officers on request.
- 11.2.9 supply information which the Council may request from time to time in order to comply with Government requirements or as required for Performance Indicators
- 11.2.10 shall keep a record of all audits carried out at the home and make these available to Council Officers on request
- 11.3 The Social Care Practitioner is responsible for monitoring the provision of Service to the Service User as detailed in the Assessment of Need and the Care Plan, and in doing so;
 - 8.3.1 may seek to monitor the Service Provider's systems in respect of the provision of the Service to the Service User and evidence that the systems are being used effectively and that Individual Care Plans are being implemented and monitored and that needs identified within a Service User's Assessment of Needs are being met effectively.
 - 8.3.2 inform the Service Provider if it fails to meet the requirements of the Agreement

and request that the Service Provider resolves the concerns raised.

8.3.3 inform the Council contracts team of any failings of the Service Provider and the outcome of requests to resolve concerns raised. If in the opinion of the Social Care Practitioner, there continues to be concerns regarding the Service

the contracts team will engage with the Service Provider to investigate the concerns further.

11.4 The Service Provider shall co-operate with the Council and shall comply with all reasonable requests from the Council to facilitate monitoring and evaluation of the Service

11.5 The Service Provider will ensure that it obtains any necessary consent from Staff and/ or Service Users to allow access to files to support monitoring of the Service

12. ACCESS TO SERVICE USER'S FILES

12.1 The Service Provider will allow the Contracts Manager or Social Care Practitioner, or any relevant Council staff authorised by the Contracts Manager or Social Care Practitioner, prompt access to any file information or record held by the Service Provider in respect of the Service User excluding nursing and medical records.

13 SAFEGUARDING ADULTS

13.1 The Service Provider must fulfil its commitment to safeguard and promote the welfare of Service Users and vulnerable adults and shall have the following in place:

13.1.1 Clear priorities for safeguarding and protecting vulnerable adults explicitly stated in strategic policy documents.

13.1.2 A clear commitment by senior management of the organisation to the importance of safeguarding and protecting vulnerable adults.

13.1.3 A clear line of accountability within the organisation for overseeing safeguarding and protecting vulnerable adults and a definition of the roles and responsibilities of relevant officers for taking action and reporting how this links, to engagement by the Service Provider with regard to the West Midlands Adult Safeguarding Policy and Procedures as set out in this paragraph 13.2.

13.1.4 Arrangements to ensure that all Staff receive supervision and undertake safeguarding and protection of vulnerable adult training in order to carry out their safeguarding responsibilities effectively. Refresher training must be provided at regular intervals and all Staff including temporary Staff and volunteers who work with vulnerable adults must be made aware of the organisations arrangements for protecting vulnerable adults.

- 13.1.5 Arrangements to work effectively with other organisations involved in the delivery of services to vulnerable adults in order to safeguard adults, including arrangements for sharing information.
- 13.1.6 A culture of listening to and engaging in dialogue with vulnerable adults and seeking their views and taking account of those views both in individual decisions and the establishment or development of services.
- 13.1.7 Whistle blowing procedures and a culture that enables issues about safeguarding and protecting vulnerable adults to be raised.
- 13.1.8 A clear policy and procedure for safeguarding that reflects how the Service Provider deals with allegations of abuse; incorporates the requirements above, and is regularly reviewed and updated to reflect safeguarding best practice and guidance.
- 13.2 The Service Provider must operate in accordance with the West Midlands Adult Safeguarding Policy and Procedures. With regard to this arrangement the Service Provider shall
 - 13.2.1 Ensure staff awareness of the West Midlands Adult Safeguarding Policy and Procedure and the circumstances in which it applies.
 - 13.2.2 Co-operate fully with the Council and all other relevant agencies in working to the West Midlands Adults Safeguarding Policy.
 - 13.2.3 Adopt an approach to information sharing that fully supports the procedures and processes within the West Midlands Adults Safeguarding Policy
 - 13.2.3 Ensure senior management input into operation to, and engagement with, the West Midlands Adult Safeguarding Policy and Procedure.

14.0 HEALTHWATCH

- 14.1 The Service Provider will allow an Authorised Representative of Healthwatch to access the Home to enter and view the Home and observe the carrying on of activities and the Services at the Home.
- 14.2 The duty on the Service Provider to allow the Authorised Representative access in accordance with paragraph 14.1 above (Healthwatch) shall not apply where:
 - 14.2.1 the presence of the Authorised Representative at the Home or in a part of the Home would compromise either the effective provision of the Services or the privacy or dignity of any person;
 - 14.2.2 the Authorised Representative does not comply with the following:
 - a. any viewing or observation carried out by the Authorised Representative is to be carried out for the purposes of Healthwatch and;
 - b. whilst at the Home pursuant to paragraph 14.1 above (Healthwatch) the Authorised Representative does not act in any way that

compromises the effective provision of the Services or the privacy or dignity of any person;

- 14.2.3 access is requested to Excluded Premises;
- 14.2.4 the Authorised Representative wishes to observe the carrying-on of Excluded Activities;
- 14.2.5 the Authorised Representative requests to enter and view the Home or part of the Home for the purpose of observing the carrying-on of Excluded Activities;
- 14.2.6 access is requested to the Home or part of the Home at any time when the Services are not being provided at the Home or any part of the Home;
- 14.2.7 in the opinion of the Service Provider the Authorised Representative is not acting reasonably and proportionately in seeking to enter and view and observe the carrying-on of activities at the Home; or
- 14.2.8 the Authorised Representative does not provide the Service Provider with written evidence that he or she is authorised by Healthwatch

15.0 HEALTHWATCH REQUESTS FOR INFORMATION

- 15.1 Upon receipt from Healthwatch of a request in writing for information which in the opinion of Healthwatch representative making the request is necessary for the effective carrying on of Healthwatch's activities the Service Provider will respond as follows:
 - 15.1.1 where the information requested is held by the Service Provider and is not exempt information in accordance with paragraph 15.2 below, (Healthwatch Requests for Information) the Service Provider must provide the information to Healthwatch within 20 Working Days following the date of receipt of the request for information by the Service Provider;
 - 15.1.2 where the Service Provider holds the information and it is exempt information in accordance with paragraph 15.2 (Healthwatch Requests for Information) the Service Provider must:
 - 15.1.3 a. if paragraph 15.2 (Healthwatch Requests for Information) applies provide the information to Healthwatch in a form in which the identity of the individual cannot be ascertained, within 20 Working Days following the date of receipt of the request for information by the Service Provider; or
 - b. in any other case, within 20 Working Days following the date of receipt of the request for information by the Service Provider notify Healthwatch that the Service Provider is not required to disclose the information requested;

- 15.1.4 where the Service Provider does not hold the information, notify Healthwatch of this within 20 Working Days following the date of receipt of the request for information by the Service Provider;
- 15.2 For the purposes of this paragraph 15.1 (Healthwatch Requests for Information) information is exempt if it is:
 - 15.2.1 confidential and relates to a living individual, unless the individual consents to the information being disclosed;
 - 15.2.2 prohibited from disclosure by any enactment or order of court; or
 - 15.2.3 prohibited or restricted from disclosure by any rule of common law.
- 15.3 This paragraph shall apply where information requested under paragraph 15.1 is exempt by virtue of:
 - 15.3.1 the application of sub-paragraph 15.2.1 (Healthwatch Requests for Information); or
 - 15.3.2 the application of sub-paragraph 15.2.2 or 15.2.3 (Healthwatch Requests for Information) because the information is capable of identifying an individual;
and which can be disclosed in a form from which the identity of the individual to whom that information relates or is capable of identifying cannot be ascertained.

NOTIFICATION TO SHROPSHIRE COUNCIL

(As required by Clause 38 of the Agreement)

DATE:.....

FAXED TO: Duty Officer

1. NAME AND ADDRESS OF HOME:		2. SERVICE USER DETAILS:	
		Surname:	First Name:
Post Code:		Individual Placement	
Telephone Number:		Contract Number:	Date of Birth:
3. NOTIFICATION regarding: (Please tick appropriate box and detail below)			
<input type="checkbox"/> hospital admission of a Service User:.....Date:.....			
<input type="checkbox"/> hospital Discharge of a Service User to the Service Provider:.....Date:.....			
<input type="checkbox"/> the death of a Service User:.....Date:.....			
<input type="checkbox"/> written complaints received from the Service User;			
<input type="checkbox"/> allegation of or actual abuse to a Service User;			
<input type="checkbox"/> serious accident to the Service User			
<input type="checkbox"/> disappearance of the Service User			
<input type="checkbox"/> any circumstances where a Service User has refused provision of the Services e.g. where a Service User has failed to take up their place			
<input type="checkbox"/> significant change to physical or mental condition of the Service User;			
<input type="checkbox"/> major injury to a Service User as defined in the “Reporting of Injuries Diseases and Dangerous Occurrences” Regulations 1995;			
<input type="checkbox"/> voluntary discharge by a Service User and/or their representative;			
<input type="checkbox"/> holiday periods of the Service User;			
<input type="checkbox"/> unplanned over-night absence even if the Service User subsequently returns			
<input type="checkbox"/> allegation of or actual racial harassment abuse or discrimination			
<input type="checkbox"/> the Service User being absent from the Home overnight for any reason			
<input type="checkbox"/> any other issues causing concern about the well being of a Service User			
DETAILS:.....			
.....			

For SC Use: Notified Payments Team (if applicable) of above DATE on:.....

Action:.....

Appendix 3:
(to be appended)

Staffing Establishment at the Home

SCHEDULE 3

Section 1: EMPLOYMENT PROVISIONS

1. 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 Council Employees: employees of the Council whose contracts of employment transfer with effect from the Effective Date to the Service Provider by virtue of the application of the Employment Regulations. A list of the Transferring Council Employees, as at the date of execution of the Agreement, is attached at Annex B.

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 first 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 Council Employees, 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 Council Employees and 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.

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Annex A. Admission Agreement (Not Used)

Annex B. Transferring Council Employees

There are no Transferring Council Employees

Annex C. Transferring Former Provider Employees

To be populated

Annex D. List of Notified Sub-contractors

SCHEDULE 4

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	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Data Controller and the Service Provider 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 Service Provider is to provide a Service as ordered by the Council to meet its obligations under the Care Act 2014. 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:</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 Schedules 1 and 2 of this Agreement and to safeguard individual Service Users where there are concerns about their wellbeing.</p>
Type of Personal Data	Personal data: Service User details as follows: Name; address; date of birth; next of kin; personal accounts;

	Special category data: Gender and ethnic origin; GP; medical and health/care related details relevant to their support plan; current risk assessment; mental capacity; cognitive impairment; relevant offence details where appropriate.
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	Information where no longer required should be destroyed securely, unless specifically instructed by the Council that it must be returned to the Council. Personal data relating to Service Users must be retained for 6 years from the date the Service to the individual Service User ceased.

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

SIGNED by an authorised signatory Signature:.....
on behalf of SHROPSHIRE
COUNCIL Print Name:.....

Position: Corporate Head of Legal and
Democratic Services

SIGNED by an authorised signatory Signature:.....
on behalf of SHROPSHIRE
COUNCIL Print Name:.....

Position: Legal Services Manager
Places/People

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:.....



Tender Response Document

AMCV 264 ALD Residential Services, North Shropshire

Name of TENDERING
ORGANISATION
(please insert)



Please also add your company name to the footer of each page of the returned document



Shropshire Council Tender Response Document

1.0 BACKGROUND

1.1 Introduction

Shropshire Council is committed to the provision of high quality residential care services for adults with a learning disability, which enables service users to be part of the community and access local facilities.

A contract for residential care services for people with learning disabilities is expiring in July 2019. The home is in Shropshire and is registered with the Care Quality Commission to provide services to 5 Service Users. We have chosen not to identify the specific location; the home is well located within a market town in the north of the county. The home currently has 5 service users, and for the purposes of this tender, tenderers should complete this document to reflect provision of service to 5 service users.

The home is owned by Shropshire Council and the successful tenderer will be required to enter into a lease agreement. The heads of terms of this agreement are included with the tender documentation.

1.2 Tender & Contract

Tenders are invited from providers for the care and support element of these services, with some property related costs associated with the lease, as outlined in the Finance Model schedule. Shropshire Council will act as Commissioning Authority for the tender process. The successful tenderer will need to ensure that the home and associated service is registered with the Care Quality Commission prior to the service start date. The successful tenderer will be expected to lead this work.

The contract will be for all five beds within the home. The contract will be let for a period of **five** years with an option to extend for up to a further **five** years: The terms, conditions and standards are contained in the enclosed sample form of contract, however these will be reviewed from time to time to ensure that the contract contains the Council's up to date contract clauses.

Shropshire Council is tendering this service in order to meet the ongoing requirement of demonstrating Best Value. It is anticipated that providers tendering for these services will be able to identify improved efficiencies whilst still maintaining a quality service.

The Council is looking to appoint an innovative provider:

- who can meet the varied needs and aspirations of current, and any future, service users
- who can develop the current service in line with the Council's priorities
- that has a track record of providing high quality services of a similar nature
- that has proven abilities to think imaginatively about service development and improvement
- that can demonstrate an awareness of the local and national agendas for both health and social care, particularly in relation to learning disability.

Performance of the contracted service will be monitored and will contribute to the Council's overall performance framework. The Council may choose to develop and amend local performance targets by and for individual services.

TUPE: There is a current staff team at the home whose continued employment would need to be considered for transfer under TUPE rules, the schedule of staff can be provided on request.

1.3 Service Detail

The care home is well established and registered with the Care Quality Commission (CQC) as a residential care home offering specialist care for adults with learning disabilities. The care home has a current rating with CQC of good.

The service users living in the residential care home will require support in a way that best suits them. This may be by continuing any therapies that are seen to be working well; maintaining chosen social, leisure and vocational activities; taking note of situations that cause difficulties, and seeing how these can be better managed. We are seeking a provider who can provide a care service that will ensure that even people with the most complex needs and challenging behaviour can make very good progress. We would expect staff to give each individual choice and explore new opportunities and ways of making choice possible or finding an acceptable alternative if their choice is not safe.

The primary focus for the service is the continuation of the provision of residential care to the current service users.. Any future referrals will be made by Shropshire Council Adult Social Care. The service must operate 24 hours per day, seven days per week and 52 weeks of the year to include all bank holidays

Adults with learning disabilities receiving the service will require support with their personal care and supervision and support with activities. Additional needs of service users may result from

- Behaviours that challenge
- Autistic spectrum
- Cognitive impairment
- Visual impairment
- Written and verbal communication needs
- Physical disability

For the avoidance of doubt, we wish to make it clear that each service user will have their own complex requirements which can arise from any combination of the additional needs shown above.

Individual service user profiles can be provided on request.

To ensure provision of high quality service to Service Users the provider will require a skilled staff team and management structure who can demonstrate

- The ability to support Service Users to develop as much independence as possible
- An understanding of the support needs of those on the autistic spectrum
- Understanding of behavioural support plans and the ability to develop and implement strategies that reduce behaviour that challenges and for coping with obsessive and ritualistic routines
- Approaches to developing and improving communication
- Approaches to supporting service users to maintain their nutritional, health and wellbeing needs
- Development and implementation of a framework to promote person centred planning
- Excellent joint working with healthcare professionals
- Ability to work constructively and positively with relevant family and friends

- Ability to offer choice and control to service users where possible so that Service Users are able to engage with their peers within their local community pursuing their interests and activities

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 Part 1 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 your tender response.

Contents

Section	Description	Page
A1	Form of Tender	9
A2	Non-Canvassing Certificate	10
A3	Non-Collusive Tendering Certificate	11
A4	Declaration of Connection with Officers or Elected Members of the Council	12
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information– For information only	13
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	19
B Part 2 Section 3	Grounds for Discretionary Exclusion	22
Section C	Tender and Pricing Schedule	29

Evaluation Criteria

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

Selection Criteria Pass/Fail Questions (Section B)

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 Section C Question 2.1 & 2.2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 2 Section 3 - 8	Grounds for Discretionary Exclusion

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

Financial viability: Responses 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.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 30% (60 marks)		
Section C / Q 1	Price	60 max marks
Total for Price		60 max marks
Quality 70% (140 marks)		
Section C / Q 2.1	Knowledge and methodology in supporting adults with learning difficulties	Pass / Fail
Section C / Q 2.2	Maximising independence	1 / 10 max marks
Section C / Q 2.3	Nutritional, dietary, health and wellbeing	1 / 10 max marks
Section C / Q 2.4	Managing behaviours	1 / 10 max marks
Section C / Q 2.5	Relationships with Health Professionals	1 / 10 max marks
Section C / Q 2.6	Maintaining engagement with family and friends	1 / 10 max marks
Section C / Q 2.7	Risk assessments and conditions	1 / 10 max marks
Section C / Q 2.8	Personal presentation	1 / 10 max marks
Section C / Q 2.9	Continuation of activities for service users	1 / 10 max marks
Section C / Q 2.10	Implementation Plan	1 / 10 max marks
Section C / Q 2.11	Recruitment and Induction of staff	2 / 20 max marks
Section C / Q 2.12	Approaches to retaining staff	1 / 10 max marks
Section C / Q 2.13	Quality Assurance	1 / 10 max marks
Section C / Q 2.14	Social Value	1 / 10 max marks
Total for Quality		14 / 140 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.

The tender receiving the highest initial mark for Quality Criteria overall will receive the full **140** marks available for Quality. Other tenders will receive a mark that reflects the 70% difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and Scoring

The most competitively priced tender will receive the maximum mark for price being **60**. **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.

Price has an overall weighting of 30% of the total evaluation criteria. Please complete the Finance Model Schedule attached. The price that will be evaluated will be the cost of the basket of goods as shown in cell **C76** on the 'Summary' worksheet.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for ALD Residential Services, North Shropshire

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 ALD Residential Services, North Shropshire at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.

[Redacted signature block]

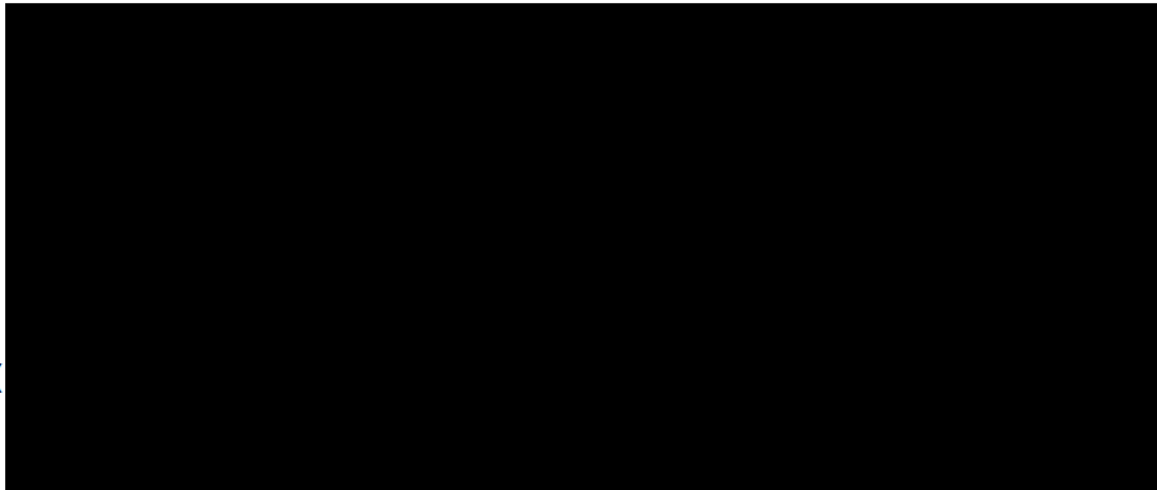
Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

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

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.



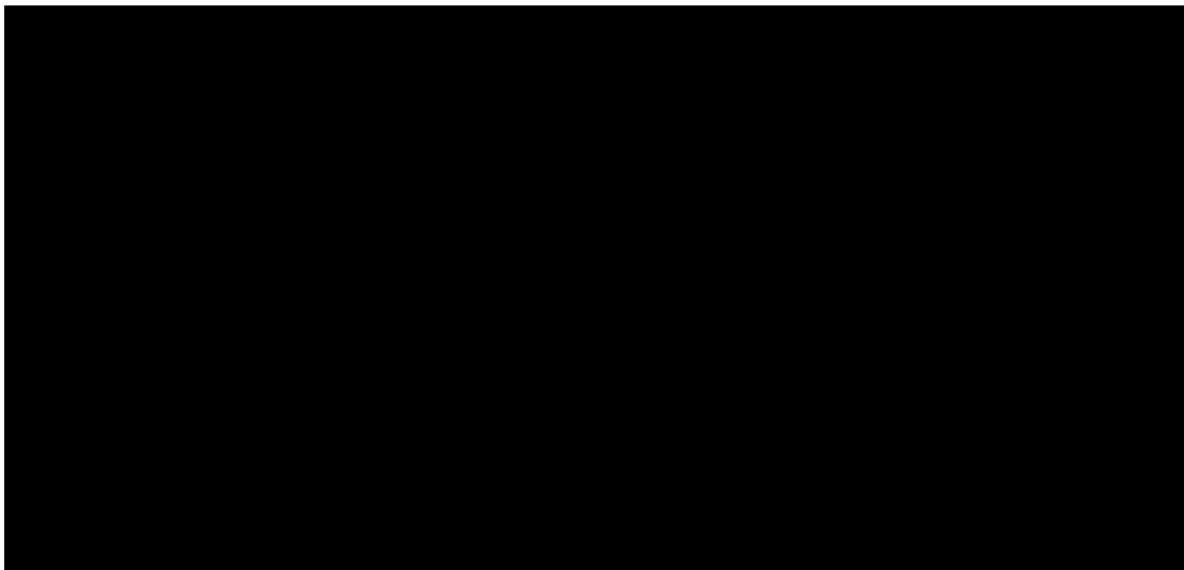
To: Shropshire Council (hereinafter called “the Council”)

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

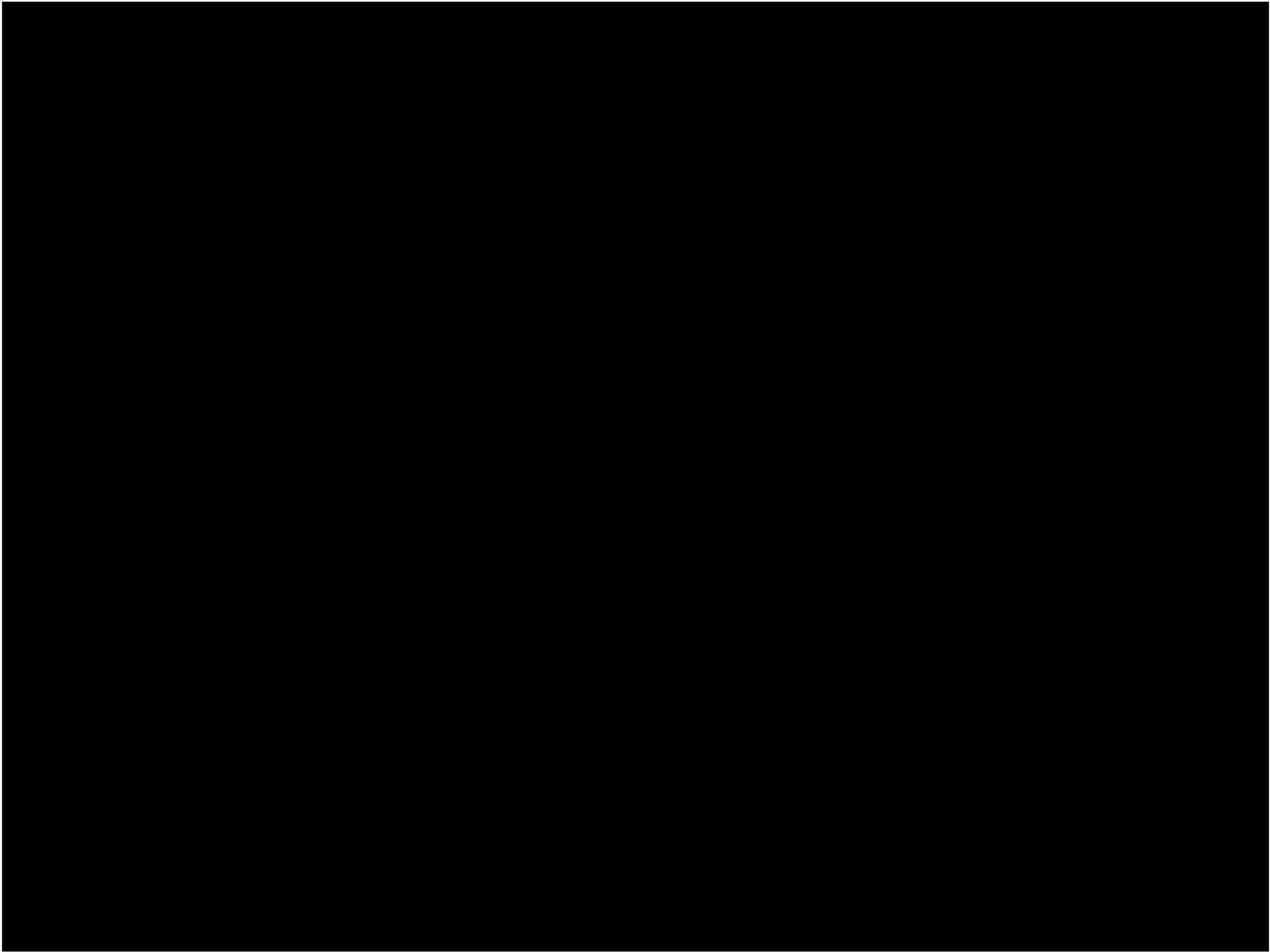
I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

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.







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](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. 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	MacIntyre
1.1(b) – (i)	Registered office address (if applicable)	602 South Seventh Street Milton Keynes MK9 2JA
1.1(b) – (ii)	Registered website address (if applicable)	https://www.macintyrecharity.org/
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)	g) Private Limited Company by Guarantee and a Registered Charity
1.1(d)	Date of registration in country of origin	15th December 1966
1.1(e)	Company registration number (if applicable)	00894054
1.1(f)	Charity registration number (if applicable)	250840
1.1(g)	Head office DUNS number (if applicable)	29-038-5350
1.1(h)	Registered VAT number	
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).	<div style="background-color: black; height: 1.2em; width: 100%;"></div> <div style="background-color: black; height: 1.2em; width: 100%;"></div> <div style="background-color: black; height: 1.2em; width: 100%;"></div> <div style="background-color: black; height: 1.2em; width: 100%;"></div>
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation,	Yes

	or be a member of a particular organisation in order to provide the services specified in this procurement?	
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.	
1.1(k)	Trading name(s) that will be used if successful in this procurement.	MacIntyre
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	We are a Registered Charity
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)	Not applicable
1.1(o)	Details of immediate parent company: - 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) (Please enter N/A if not applicable)	Not applicable
1.1(p)	Details of ultimate parent company: - 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) (Please enter N/A if not applicable)	Not applicable

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?	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/> N/A</p>																																																									
1.2(b) - (ii)	<p>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.</p> <table border="1"> <tr> <td>Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The role each sub-contractor will take in providing the works</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)						The role each sub-contractor will take in providing the works					
Name																																																											
Registered address																																																											
Trading status																																																											
Company registration number																																																											
Head Office DUNS number (if applicable)																																																											
Registered VAT number																																																											
Type of organisation																																																											
SME (Yes/No)																																																											
The role each sub-contractor will take in providing the works																																																											

	and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub- contractor					

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	
1.3(b)	Name of organisation	MacIntyre
1.3(c)	Role in organisation	Business Development Manager
1.3(d)	Phone number	

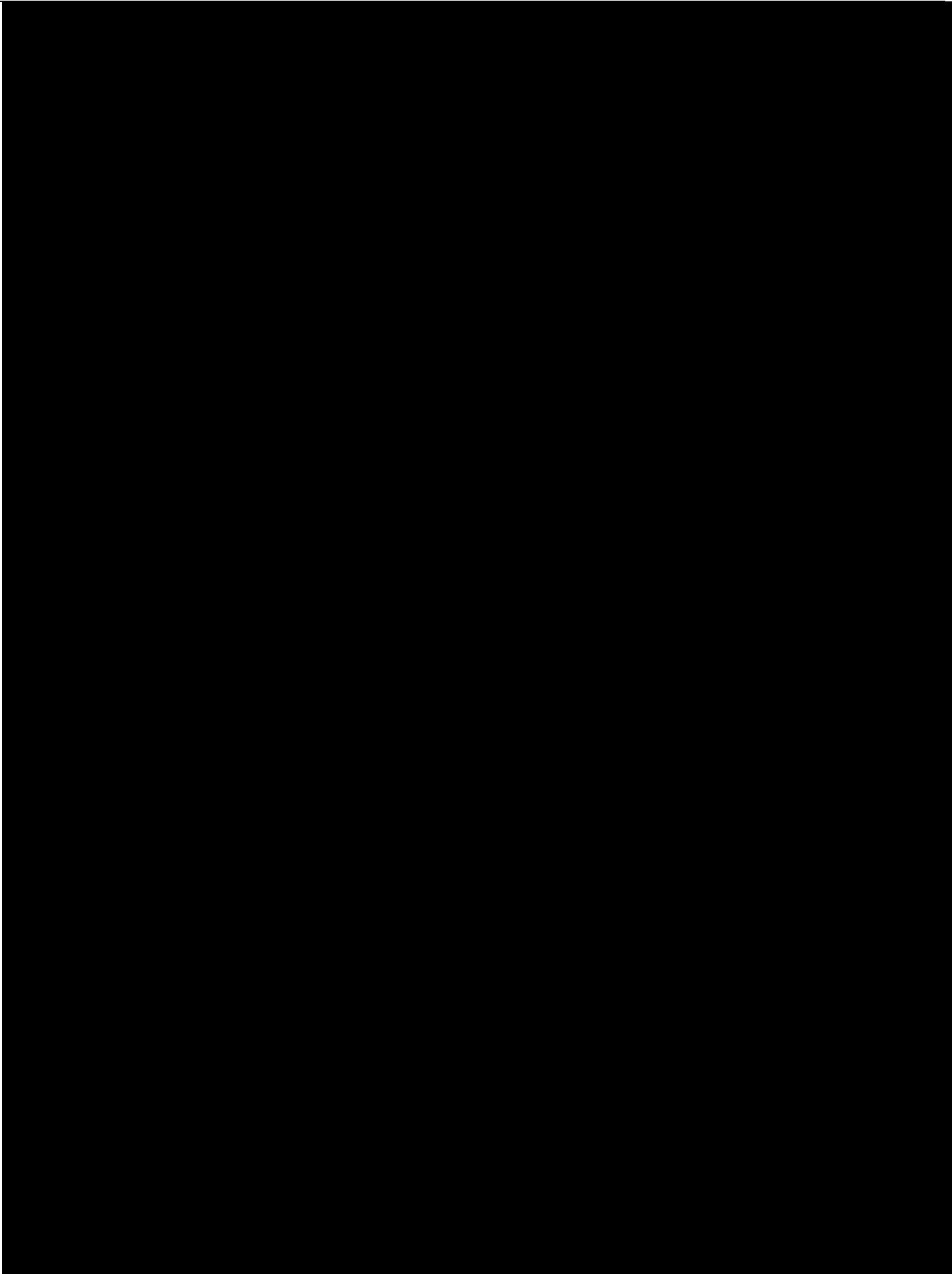
Part 2: Exclusion Grounds

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 If Yes please provide details at 2.1(b)
	Corruption.	No If Yes please provide details at 2.1(b)
	Fraud.	No If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	No If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	No If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	No If Yes please provide details at 2.1(b)
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.	
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)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2.3(a)	Regulation 57(3) Has it been established, for your 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?	No
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.	N/A
2.4	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	Yes
2.4(a)	Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures: <ul style="list-style-type: none"> ○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; ○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; ○ to ensure that any consent based 	

	<p>processing meets standards of active, informed consent, and that such consents are recorded and auditable;</p> <ul style="list-style-type: none">○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);○ to maintain records of personal data processing activities; and○ to regularly test, assess and evaluate the effectiveness of the above measures.	
	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED] <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]	



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
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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 If yes please provide details at 3.2
3.1(b)	Breach of social obligations?	No If yes please provide details at 3.2
3.1(c)	Breach of labour law obligations?	No If yes please provide details at 3.2
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 If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	No If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	No If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	No If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	No If yes please provide details at 3.2
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 If yes please provide details at 3.2

3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation	No

3.1(j) - (ii)	in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria. The organisation has withheld such information.	If yes please provide details at 3.2 No If yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	No If yes please provide details at 3.2
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 If yes please provide details at 3.2

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	N/A
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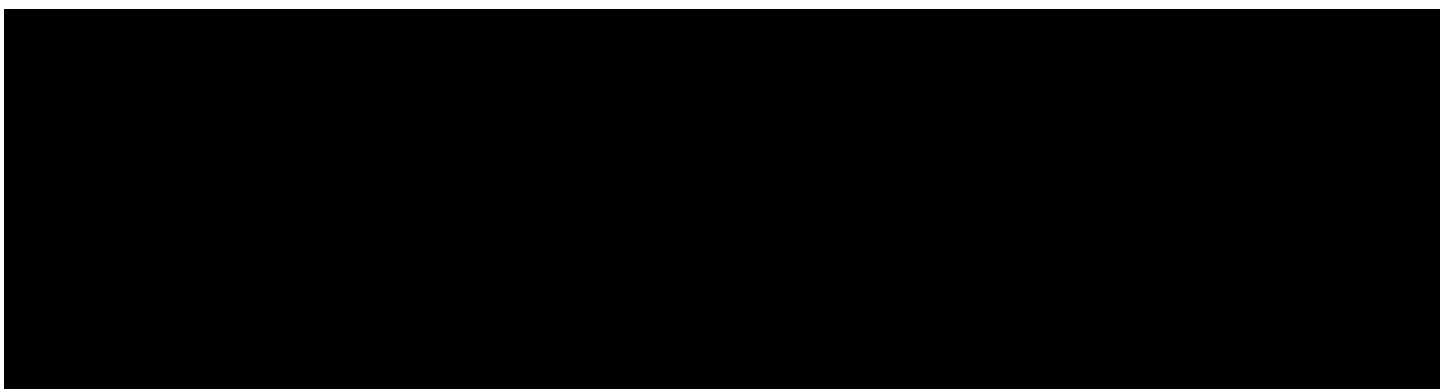
Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes
	(a) A statement of the turnover, Profit 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.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	(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).	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4.2	Where we have specified a minimum level of economic and	Yes

	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.	
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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		N/A
Relationship to the Supplier completing these questions		N/A

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

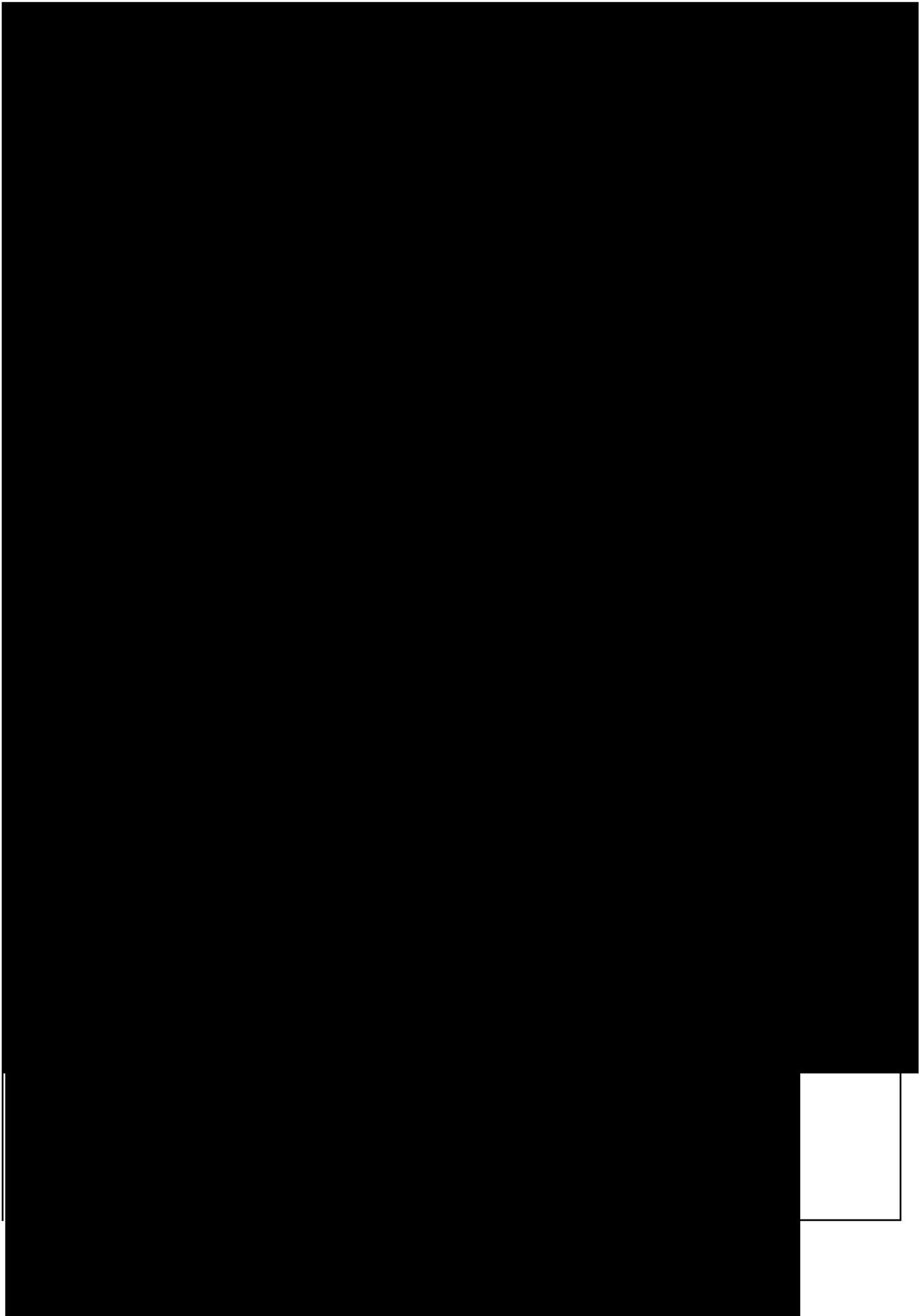
Section 6	Technical and Professional Ability	
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs 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 6.4</p>	



[illegible]



6.2	<p>Describe your experience of delivering nursing care services within a care home, to include dementia care.</p> <p>Your response should include the number of care homes registered for nursing, and or nursing care with dementia that you operate, number of beds, plus CQC and any other significant quality ratings.</p>
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6.3	<p>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)</p> <p>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)</p>
	<div style="background-color: black; width: 100px; height: 15px;"></div>

6.4	<p>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.</p>
	<div style="background-color: black; width: 100px; height: 15px;"></div>

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes
	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> <div style="background-color: black; width: 150px; height: 40px;"></div>

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
	Please self-certify whether you already have, or can commit to obtain, prior to the

	<p>commencement of the contract, the levels of insurance cover indicated below:</p> <p>Yes</p> <p>Employer's (Compulsory) Liability Insurance = £5 Million</p> <p>Public Liability Insurance = £5 Million</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>
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8.2	Skills and Apprentices 4 –	
a.	Please confirm if 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	Yes

	organisations?	
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8.4 – Environmental Management

1.	Has your organisation been convicted of breaching environmental 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 the 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. 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.	No
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.	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? 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. 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.	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

(for services where staff come into regular contact with adults)

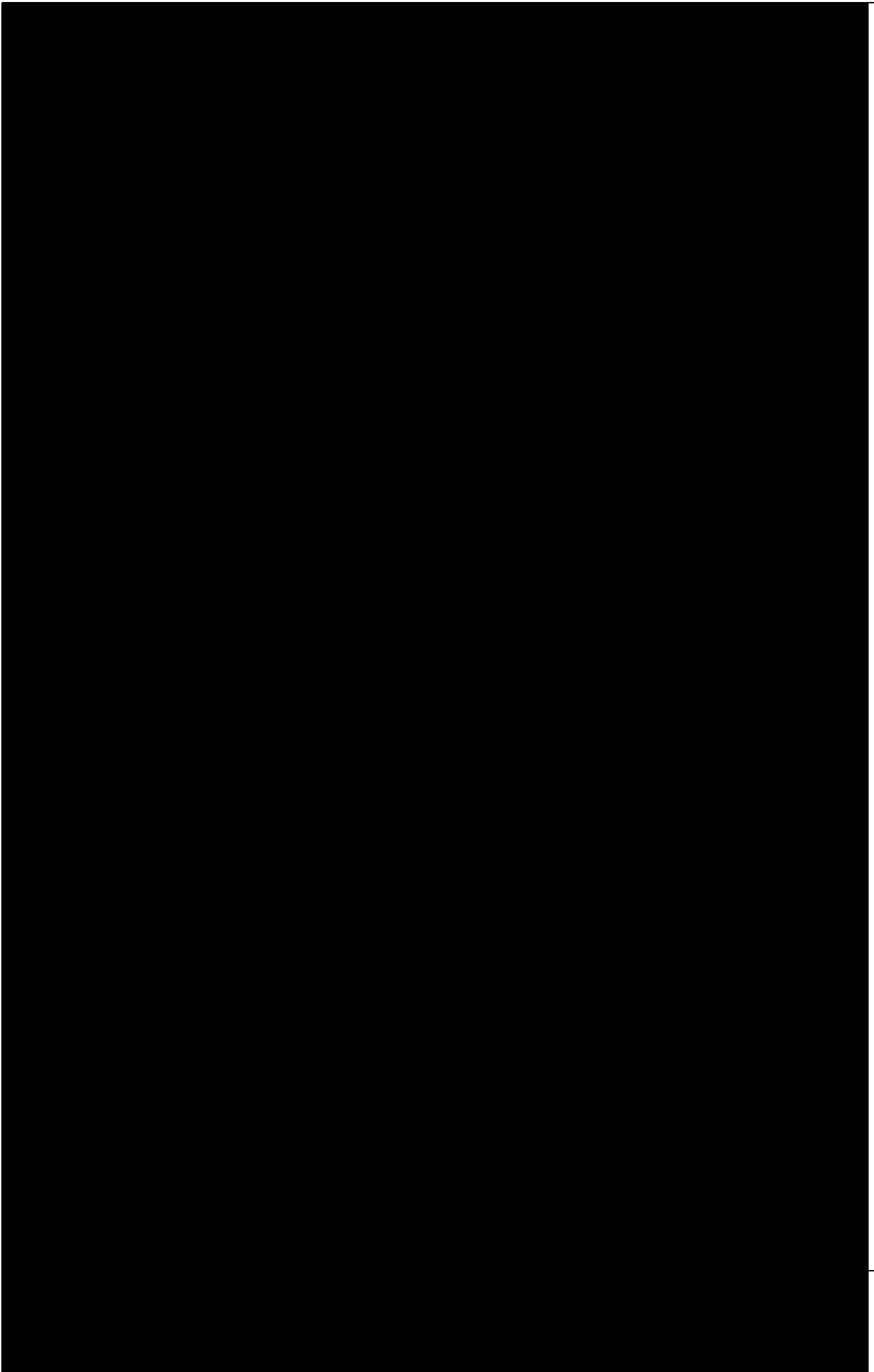
1	Do you have a Safeguarding Policy or statement for safeguarding adults?	Enclosed YES
2	For information: our requests for references will include a question relating to your organisation’s record for safeguarding.	
3	As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by	

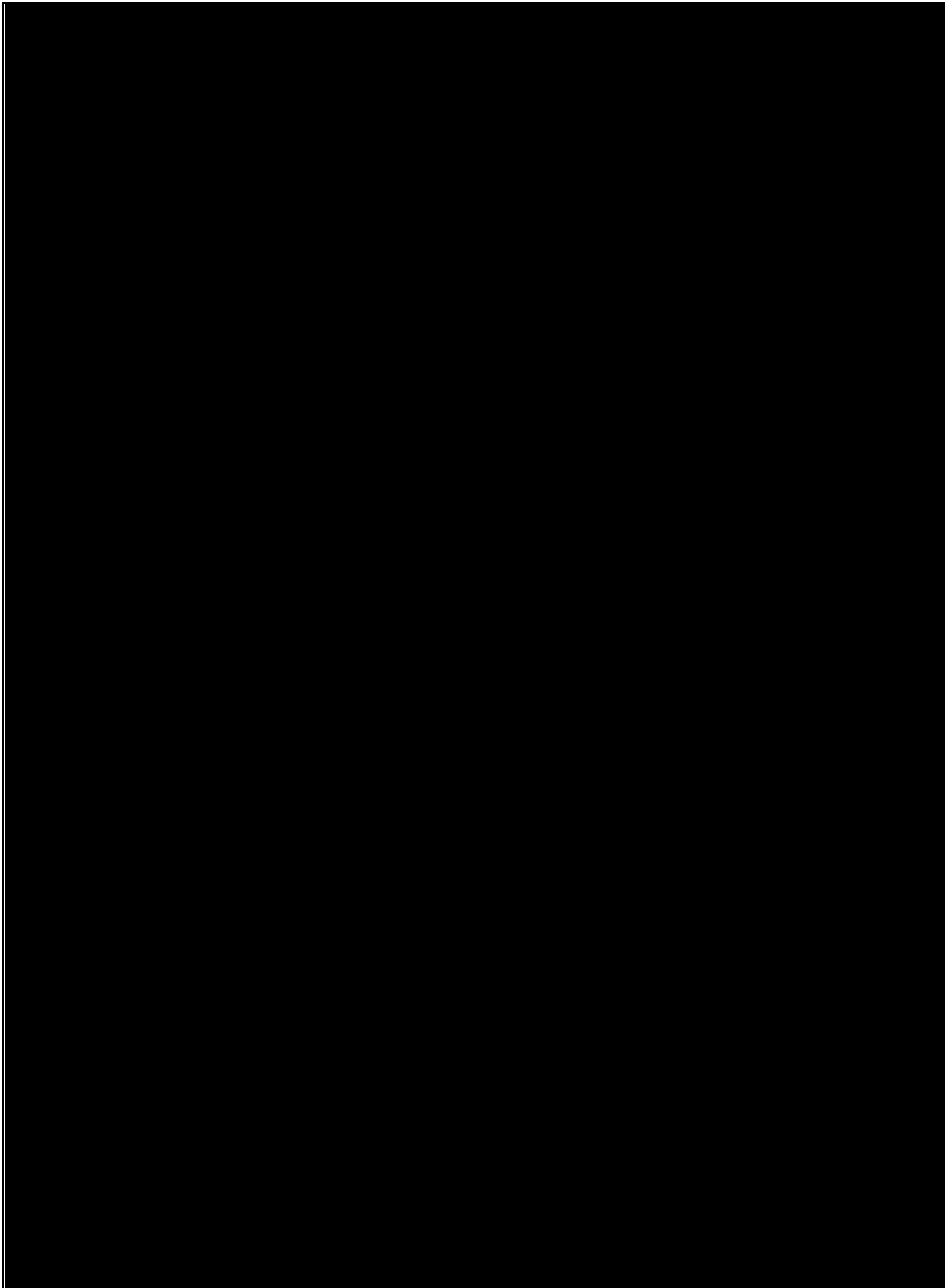
	<p>Shropshire Council's approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
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SECTION C – TENDER SCHEDULE

1.	Pricing
1.1	Please complete the Finance Model Schedule spreadsheet which will form part of your tender response.

	Tender Specification	Weighting / Max marks
2.	Service Delivery and Experience:	
2.1	<p>Giving regard to the specification for this contract, please describe your knowledge and methodology in relation to supporting adults with learning disabilities in residential services. Please ensure your response reflects supporting service users who, in addition to learning disabilities, have additional care needs relating to the autistic spectrum; cognitive impairment; behaviours that challenge; written and verbal communication needs; physical disability.</p> <p>Your response should include the number of people with whom you have worked with who have the additional needs described above, and the number of years/months that you have been involved in delivering relevant services. (Maximum 800 words)</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	Pass/Fail

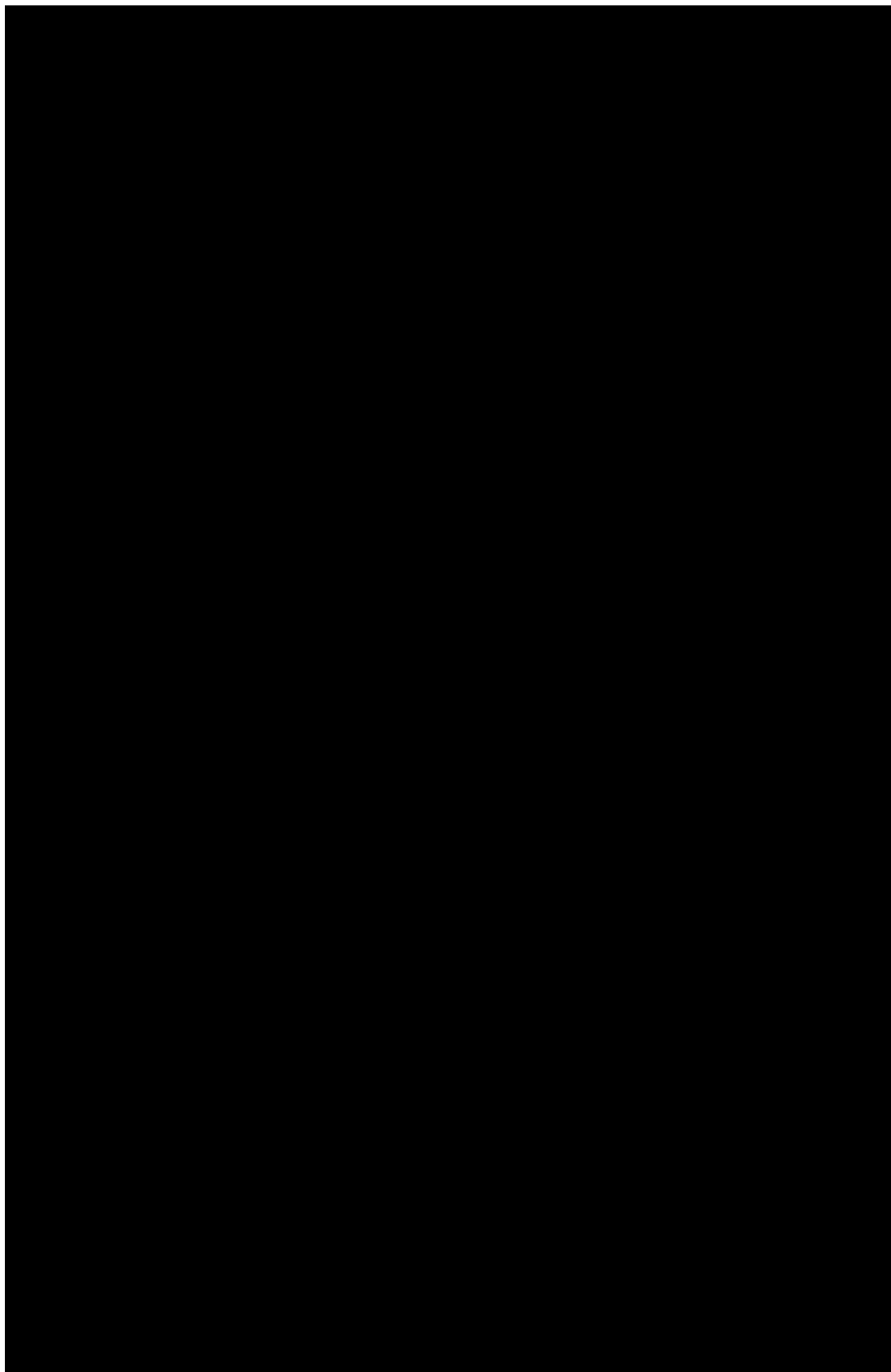


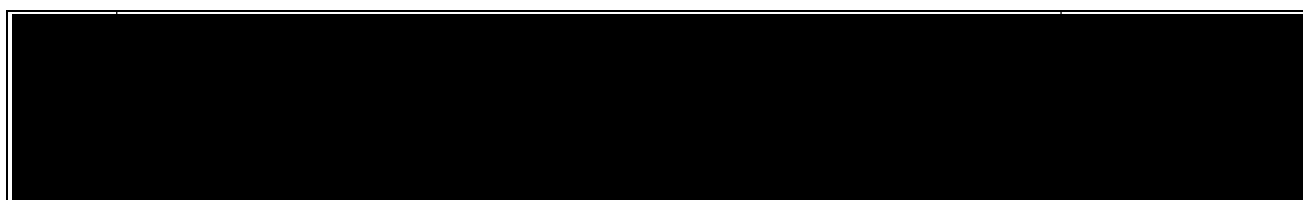


2.2	Describe how you would ensure that service users are enabled to maximise their independence, take positive risks, be involved in their	1 / 10 Max marks

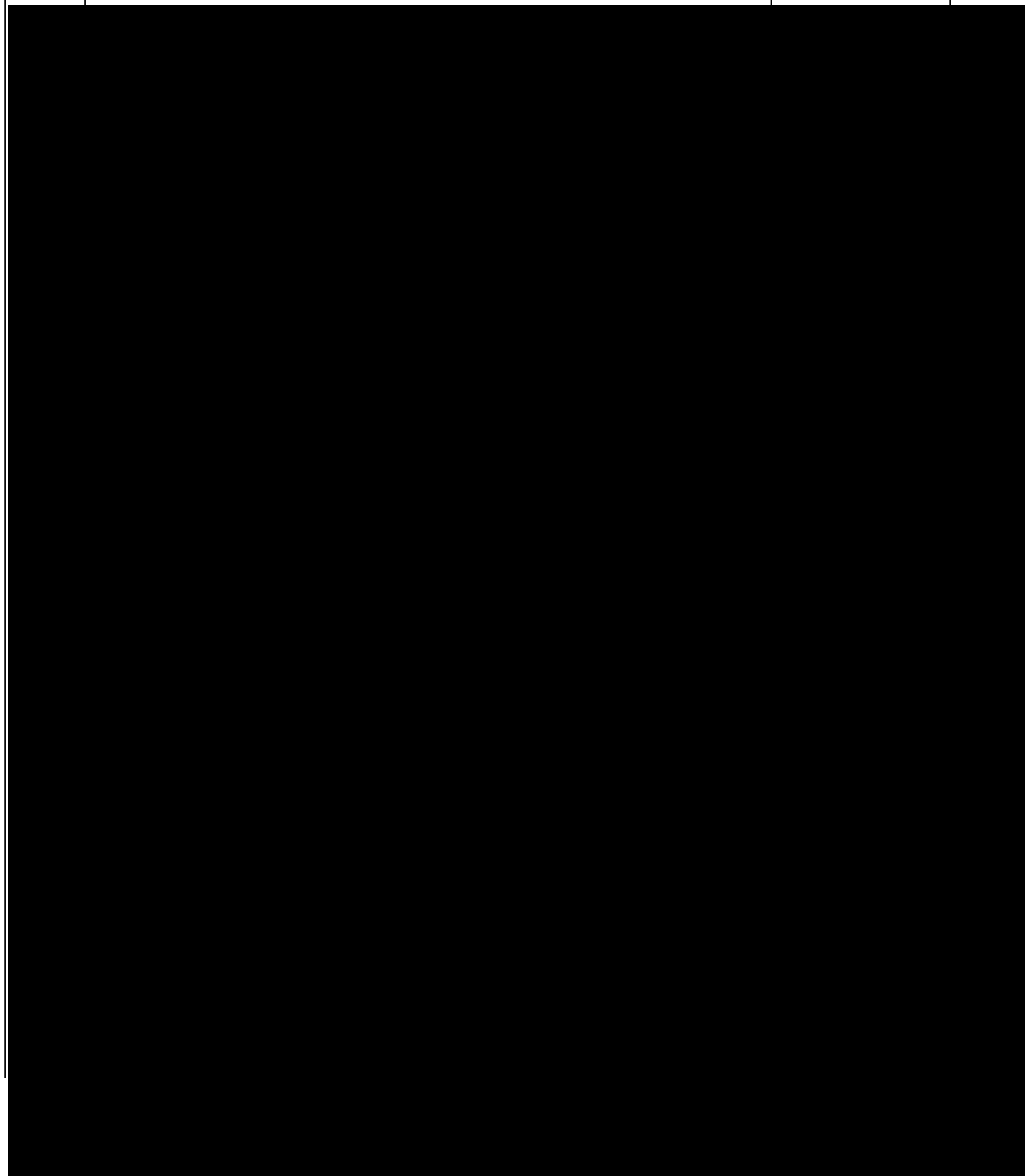


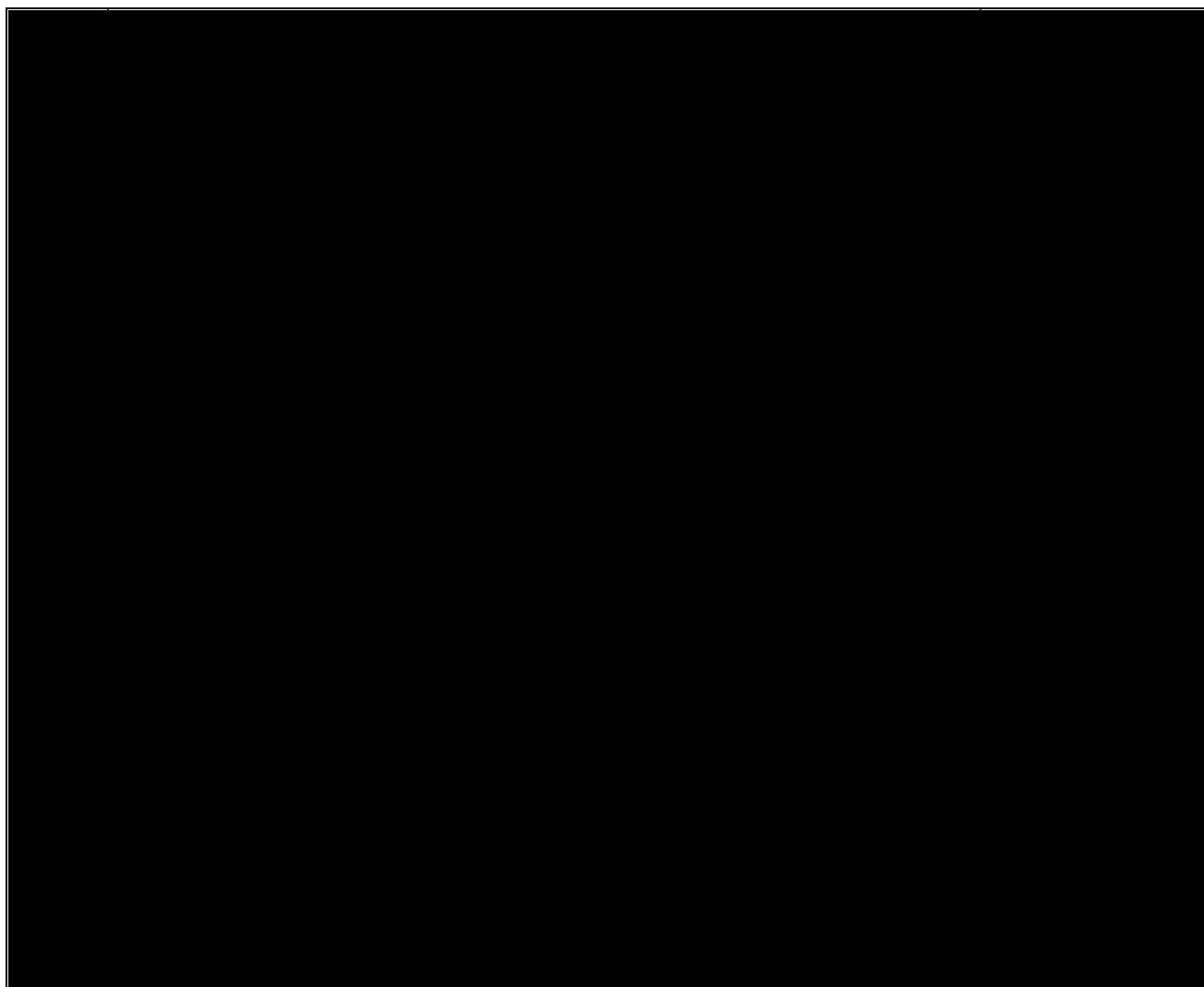
	<p>local community and are supported to access activities outside of the home.</p> <p>Ensure your response reflects your understanding and application of the Care Act and the Mental Capacity Act. (Maximum 800 words)</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
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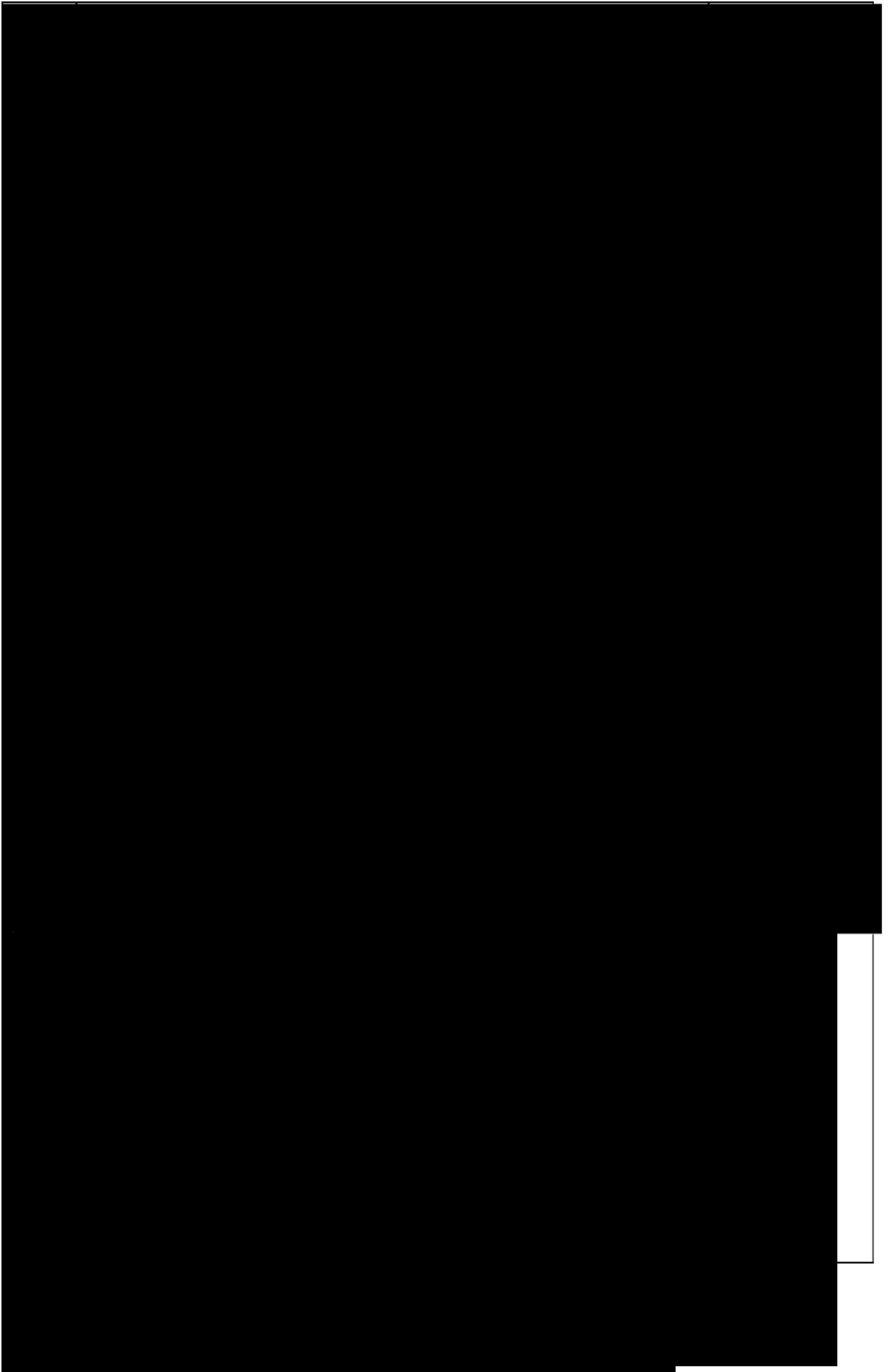
2.3	How would you support service users to maintain their nutritional, dietary, health and wellbeing needs whilst offering service users choice. Please include an example to evidence your response. (Maximum 600 words)	1 / 10 Max marks
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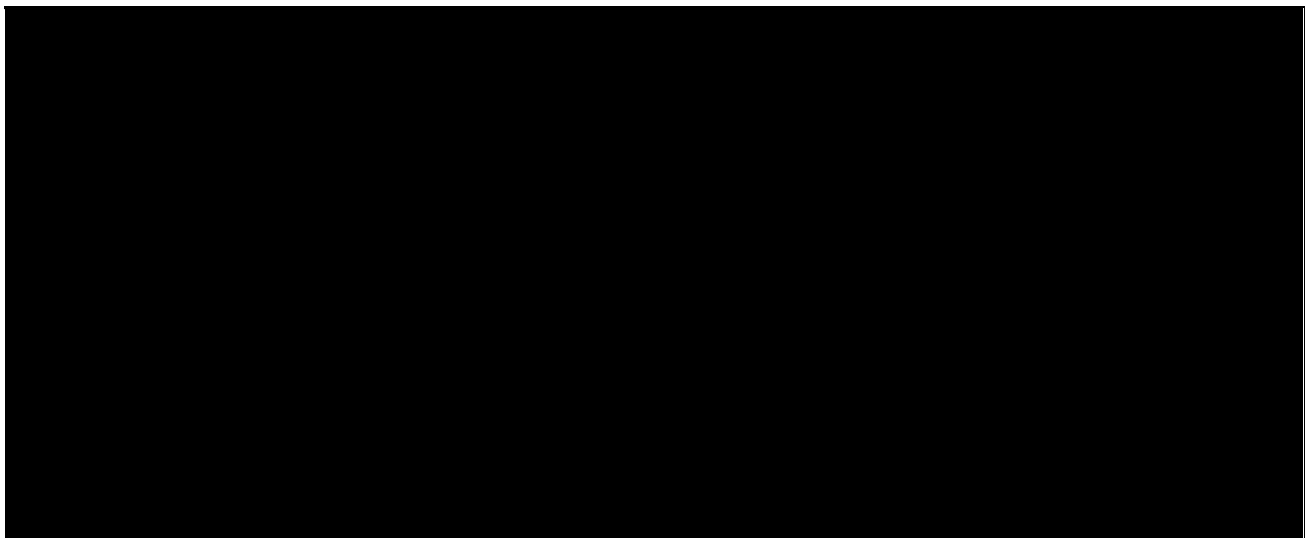




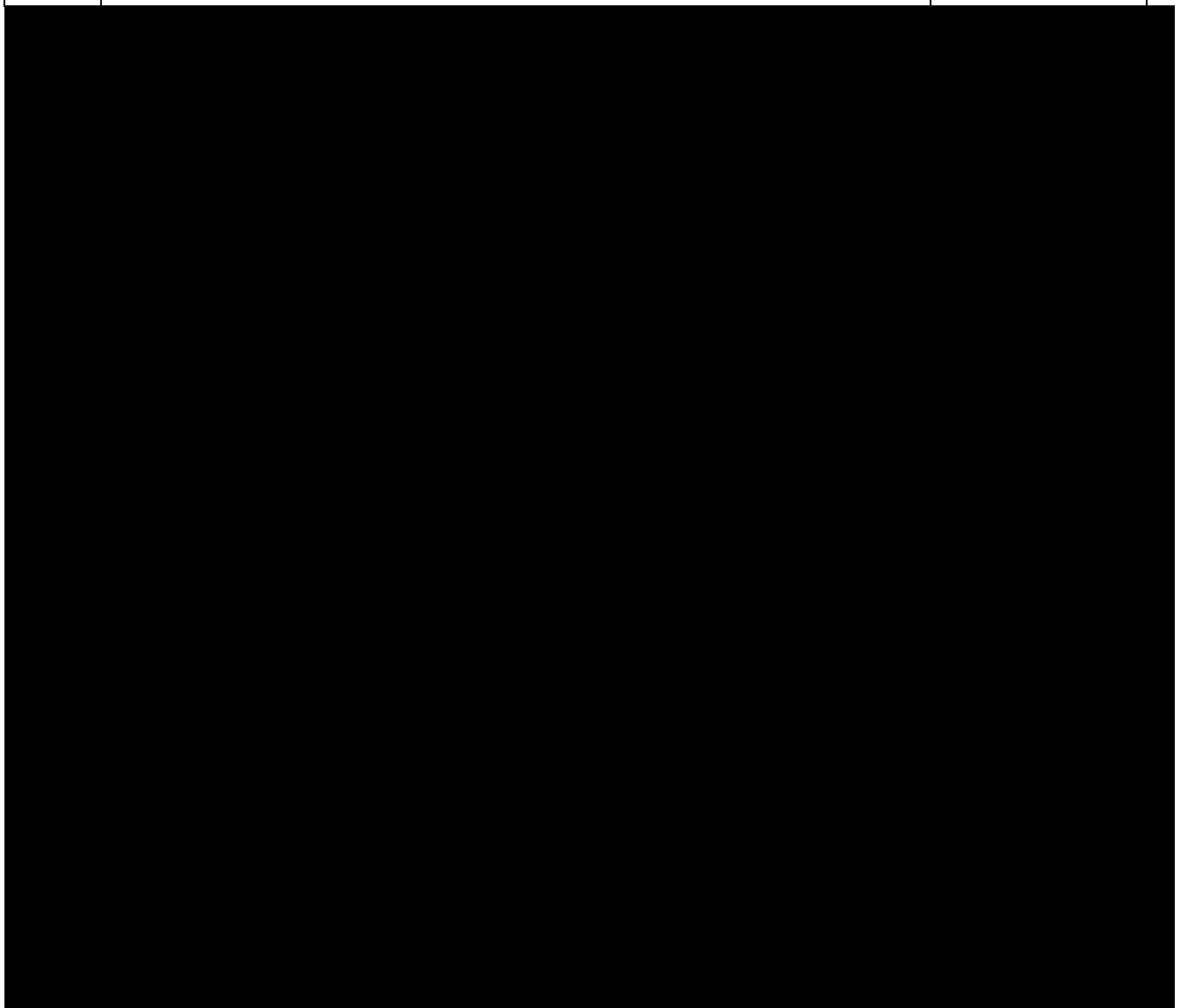
2.4	<p>How would you manage behaviours of service users that challenge, taking into account other service users, and staff, within the home?</p> <p>Provide an example to evidence your explanation. (Maximum 600 words)</p> <div data-bbox="272 1406 1177 1608"></div> <div data-bbox="272 1626 1171 2018"></div>	1 / 10 Max marks
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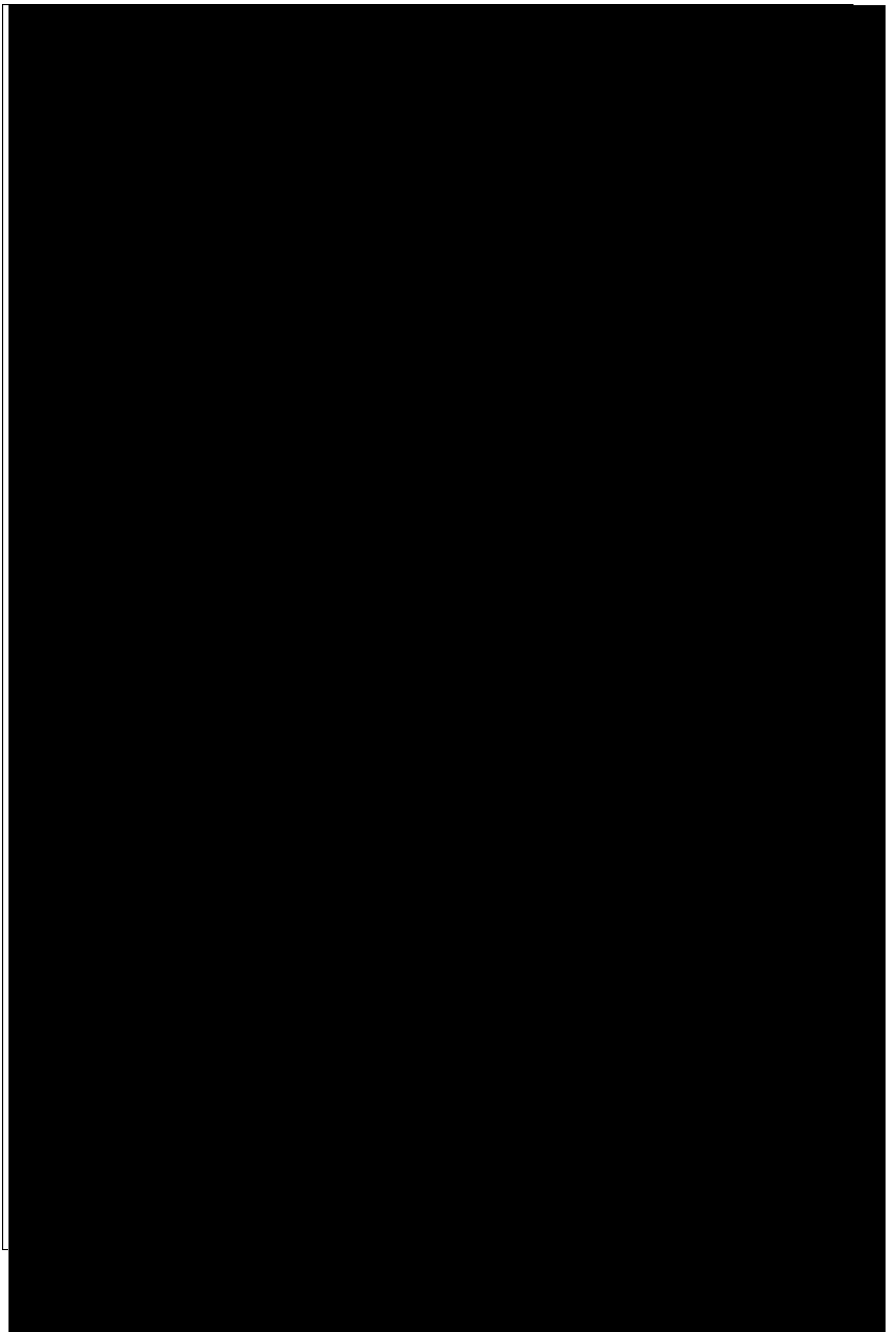




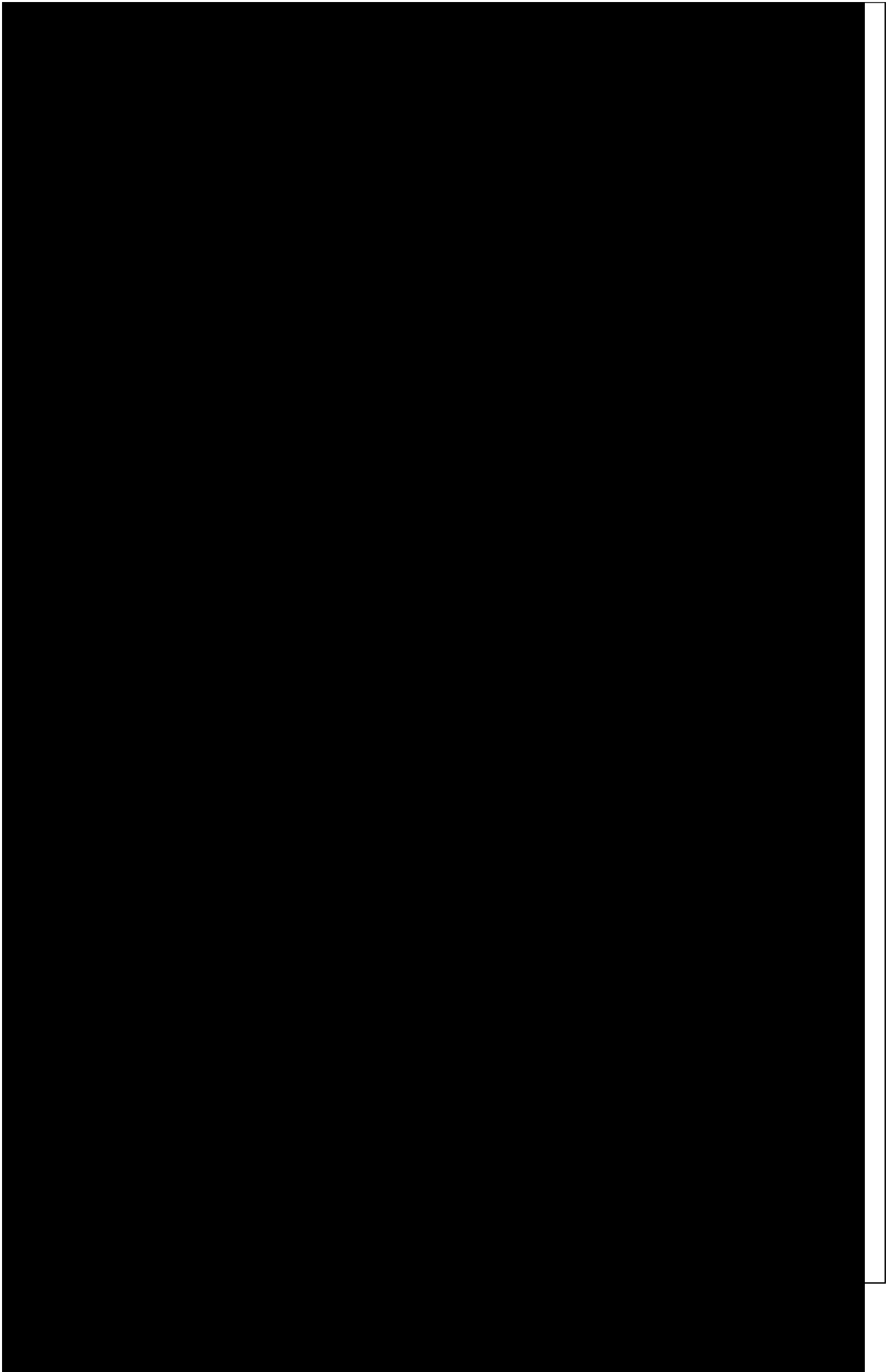


2.5	<p>Describe the relationships that you would have with health professionals including hospital staff, GP's, pharmacists and specialist learning disability health practitioners. How would develop and maintain these relationships?</p> <p>Include in your description an example of positive joint working with health professionals. (Maximum 800 words)</p>	1 / 10 Max marks

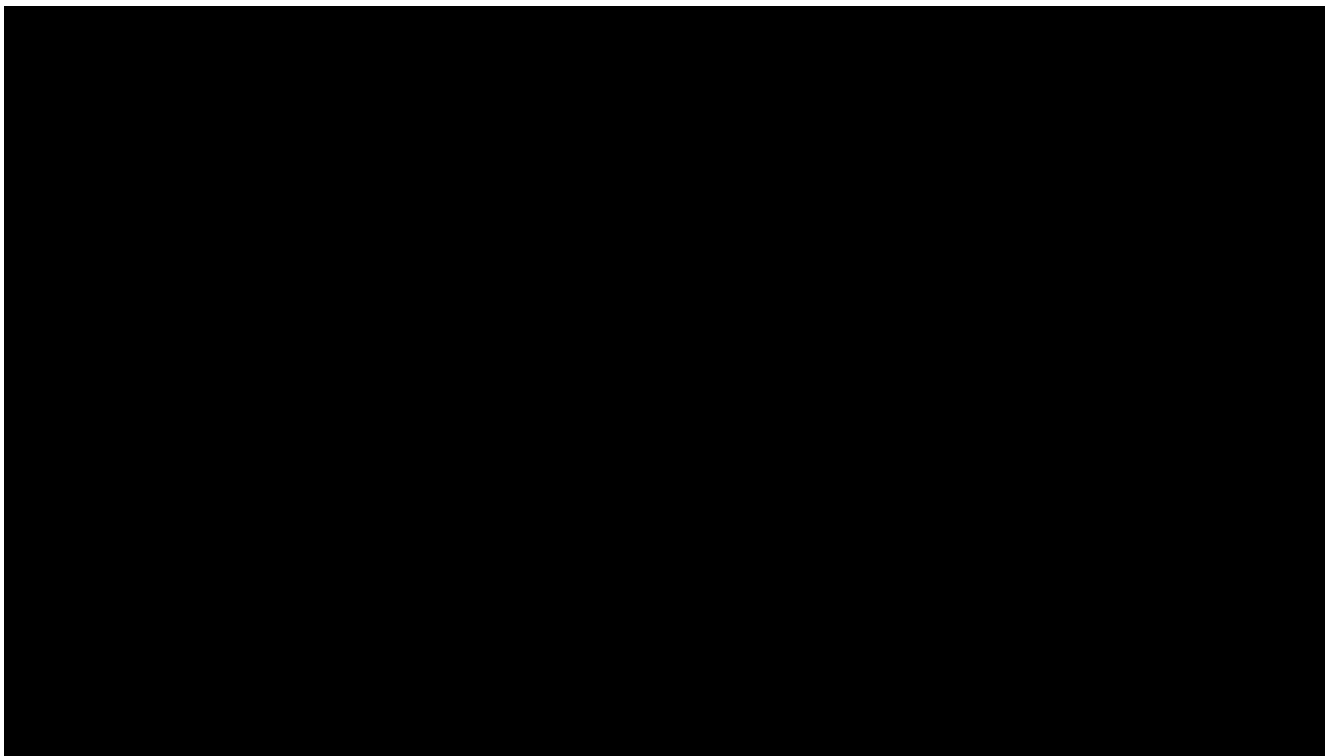




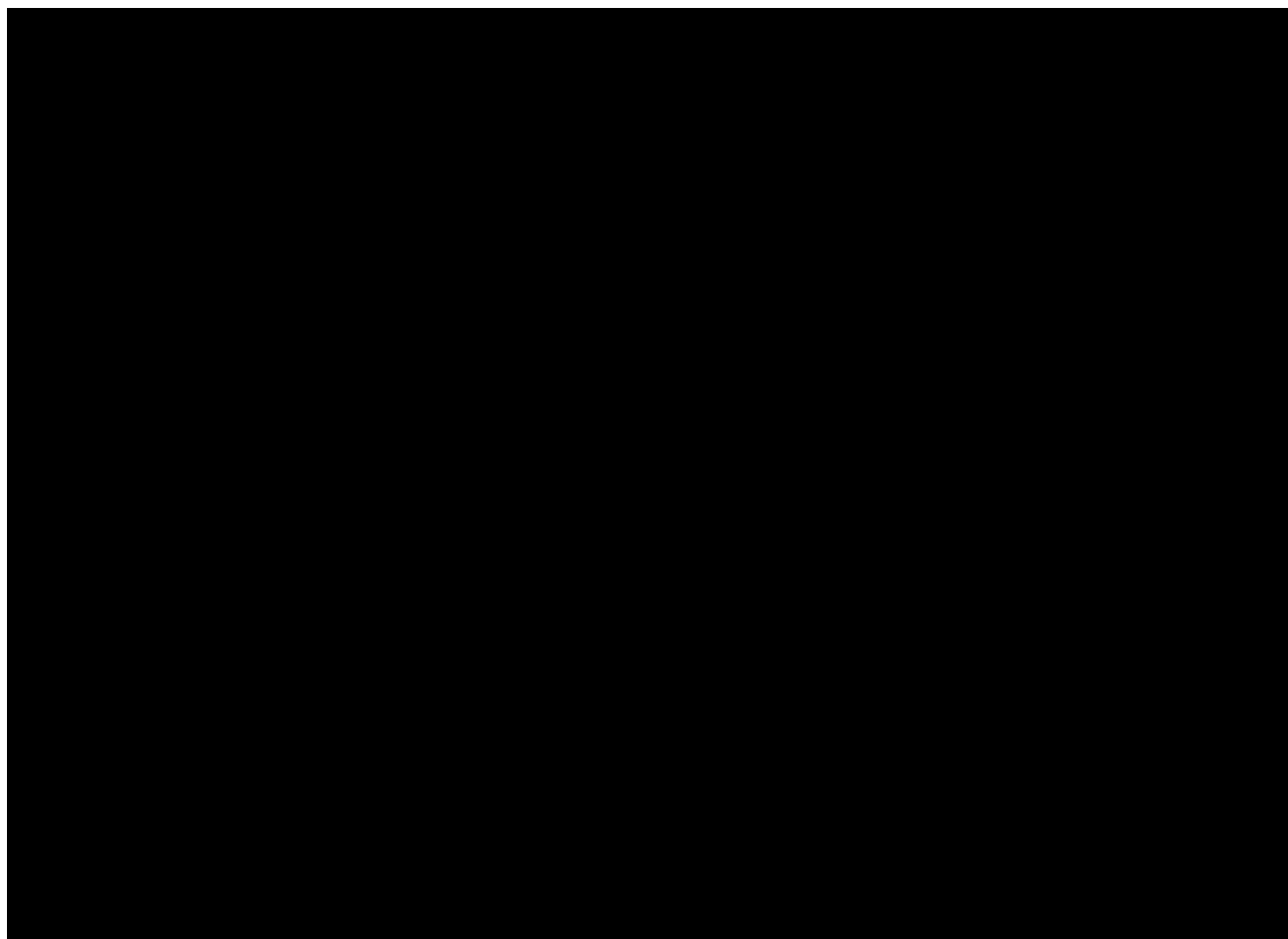
	(798 words)	
2.6	<p>How would you maximise the opportunities for service users to maintain engagement with family and friends?</p> <p>Please provide an example to evidence your explanation, and include how your organisation builds relationships with the family and friends of residents. (Maximum 800 words)</p>	1 / 10 Max marks



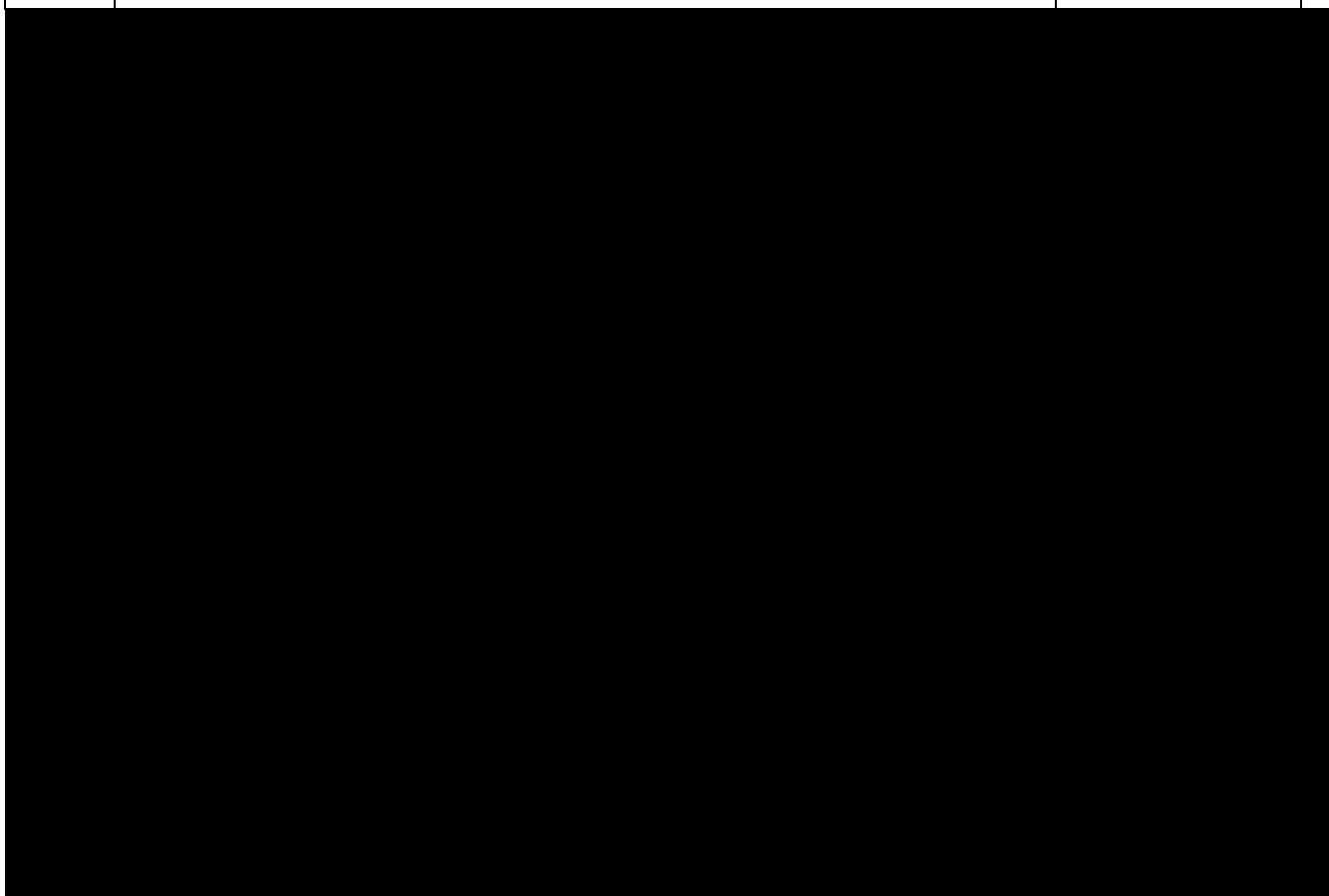


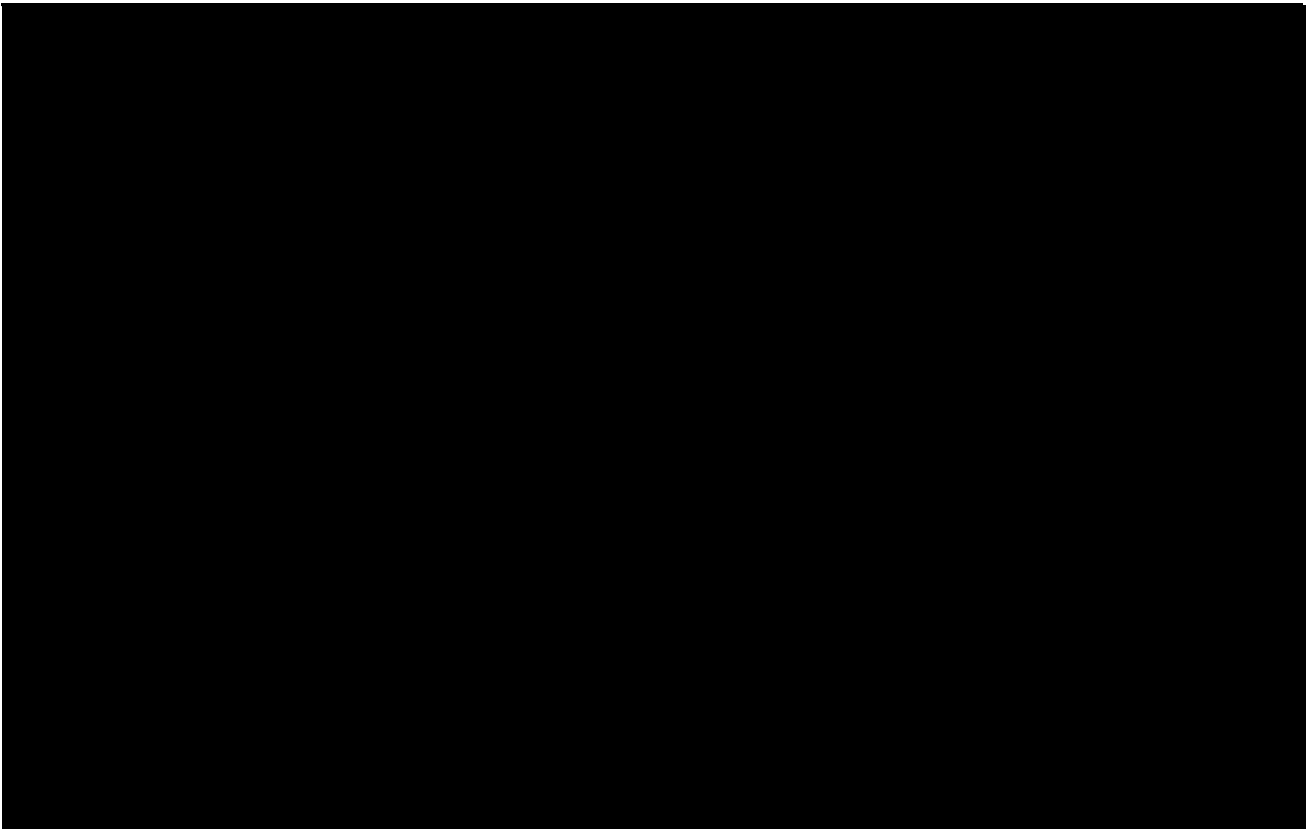


2.7	What would you do to ensure the environment is safe and meets the risk assessments and conditions of individuals at the home, and how would you ensure the continuing support for people who have conditions which result in declining ability and change of diagnosis? (Maximum 400 words)	1 / 10 Max marks

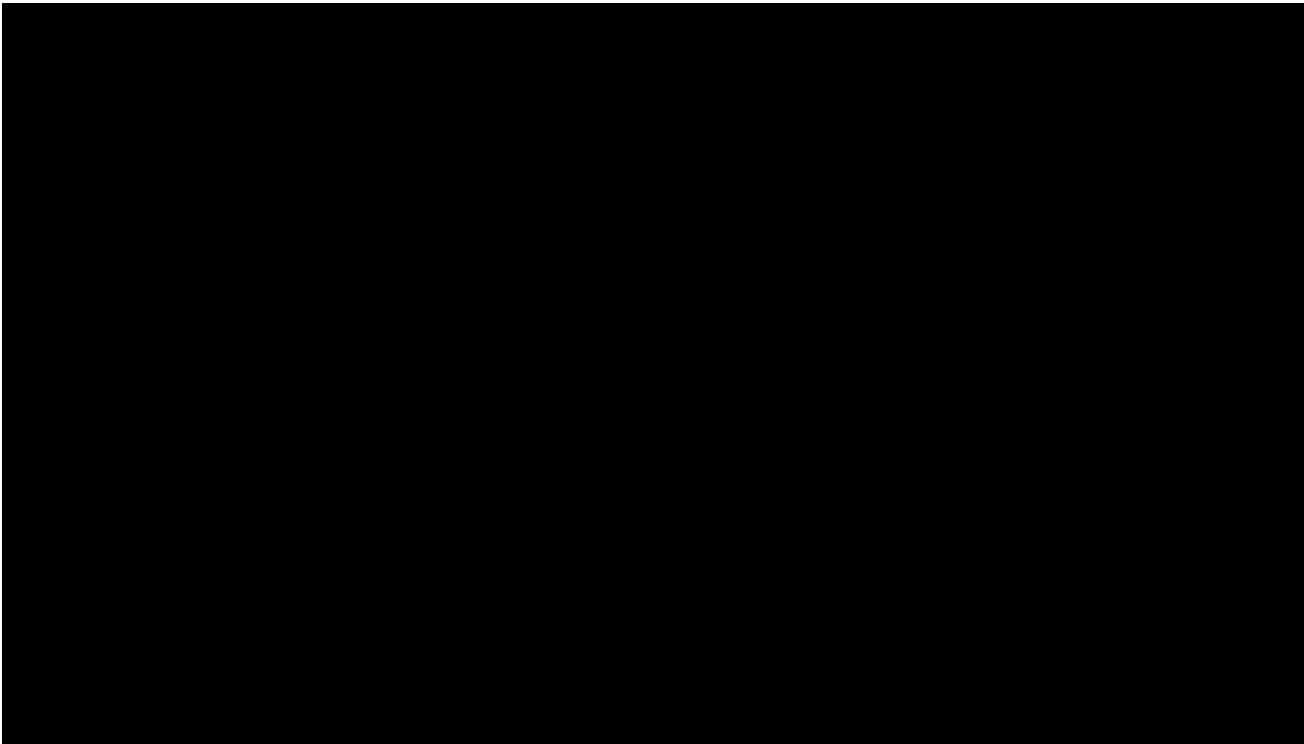


2.8	How would you ensure that the continuation of support for the service users is in place to enable them to maintain their personal presentation and what is meaningful to them, including for example choices and appearance, facial hair grooming, hair appointments. (Maximum 400 words)	1 / 10 Max marks
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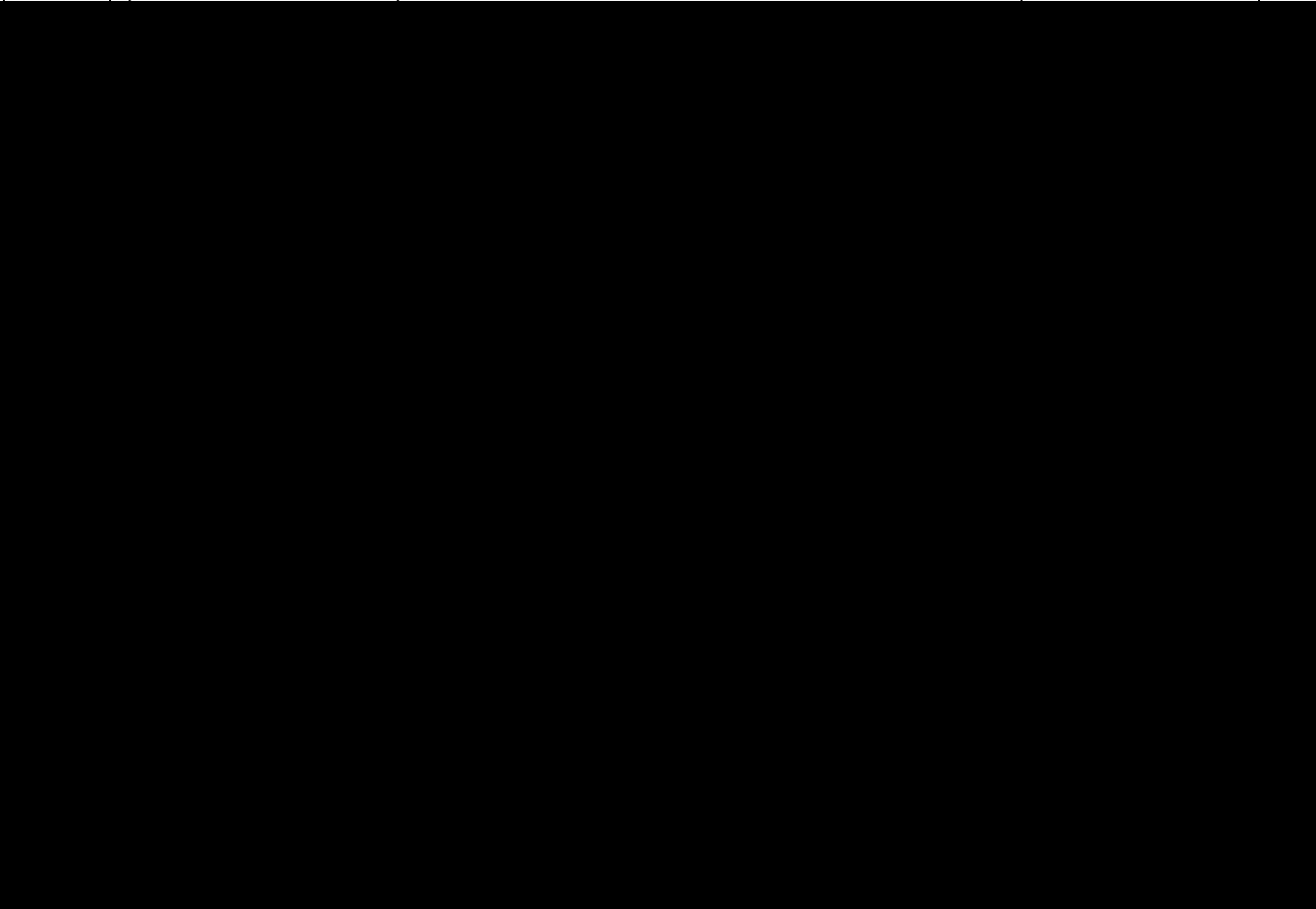




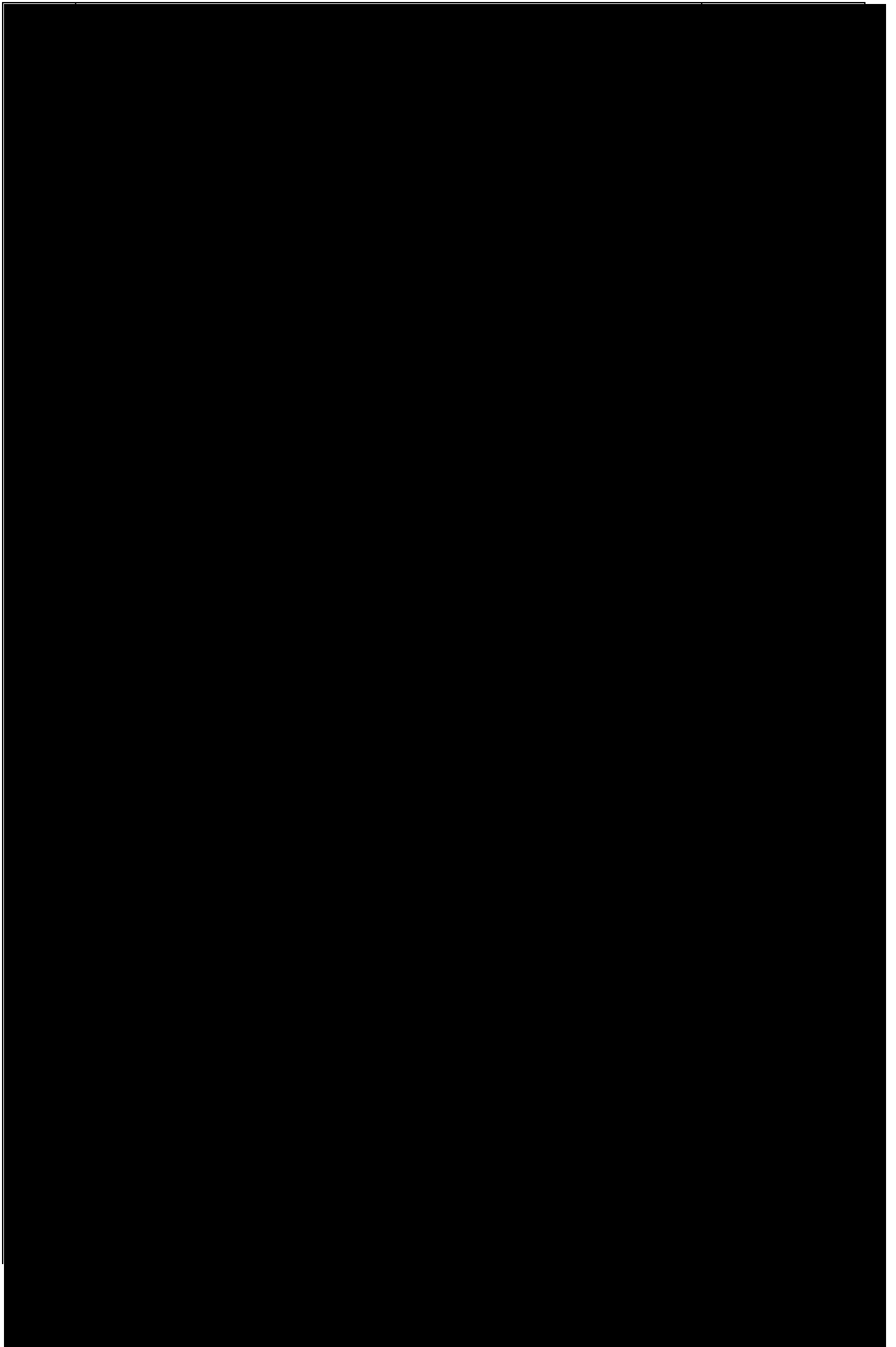
	(396 words)	
2.9	How would you enable the continuation of activities and choices to be available to individuals living in the property? (Maximum 400 words)	1 / 10 Max marks

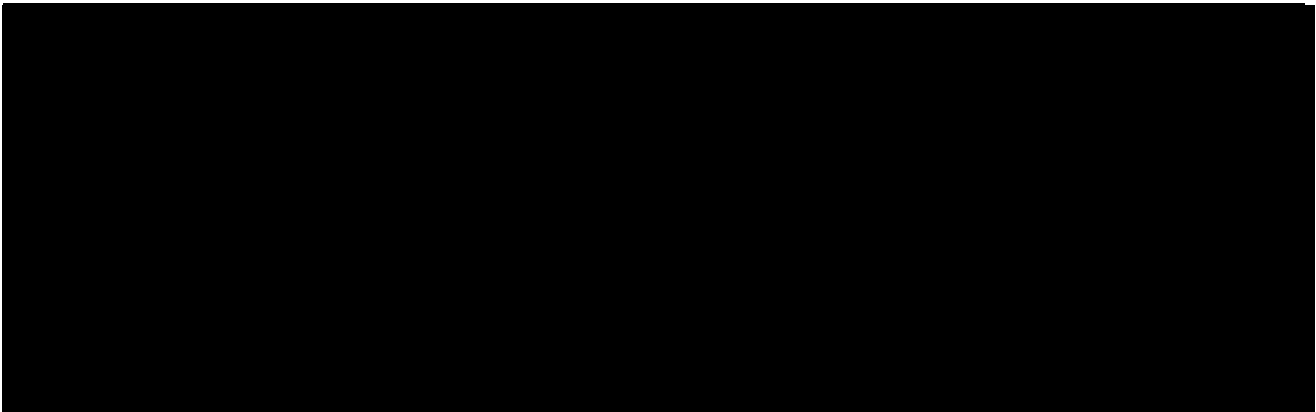


	(400 words)	
	Contract Commencement:	
2.10	Please supply an implementation plan to cover commencement of the contract. Your plan should include the activities and timescales associated with implementing the contract, and the lead responsible roles. (Maximum 800 words)	1 / 10 Max marks

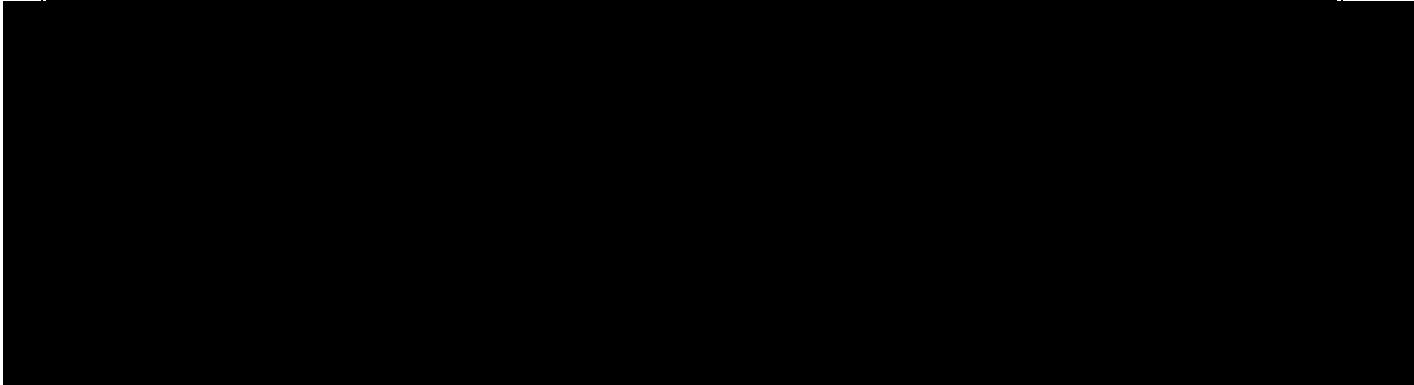
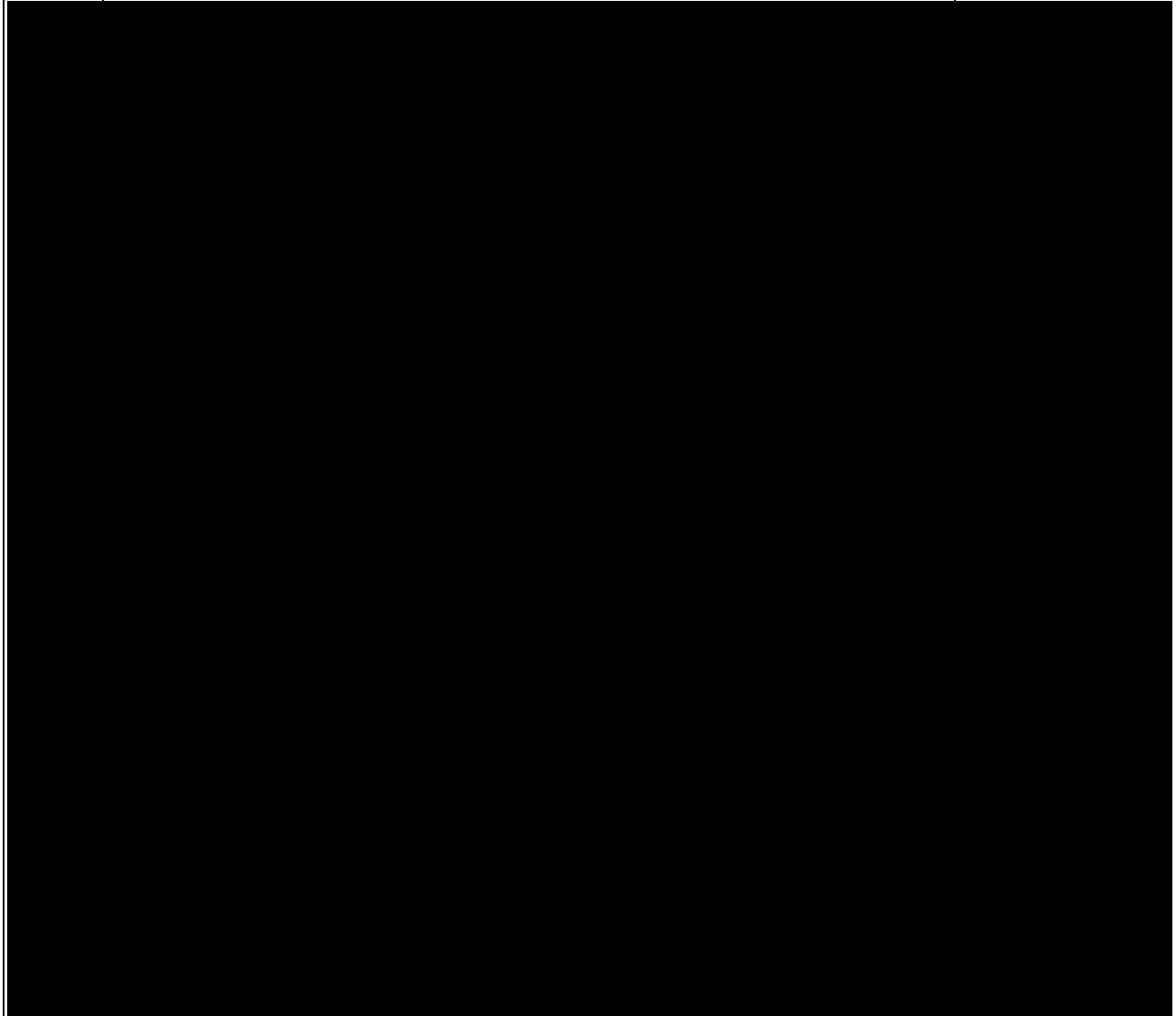


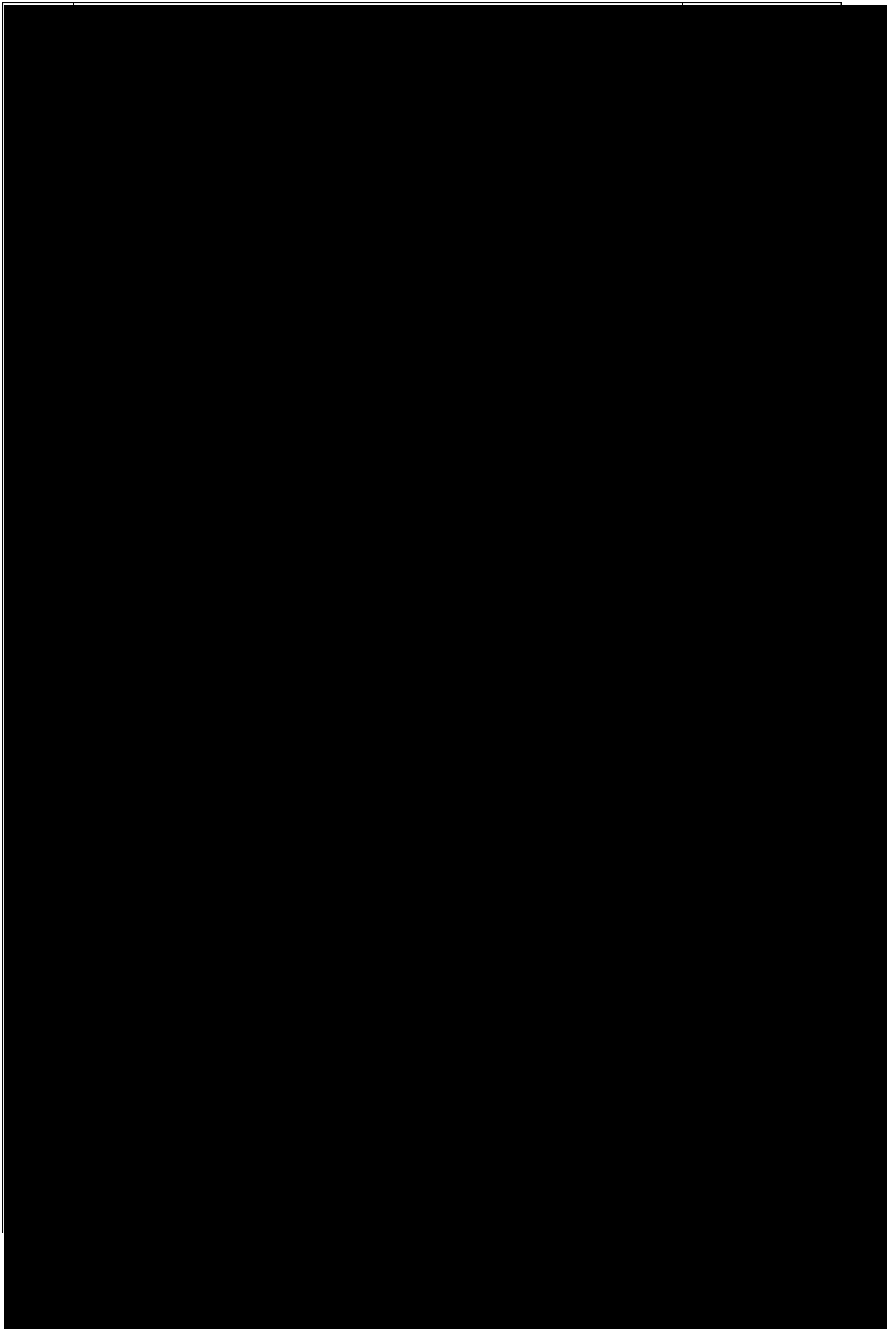
	Staffing, Training and Recruitment:	
2.11	<p>How would you recruit and induct staff to ensure you create a team with the right skills and attitudes to provide care to adults with learning disabilities with additional needs that include autism spectrum, behaviours that challenge and complex personal care and communication needs?</p> <p>Your description should include how you attract and develop good managers. (Maximum 600 words)</p>	2 / 20 Max marks

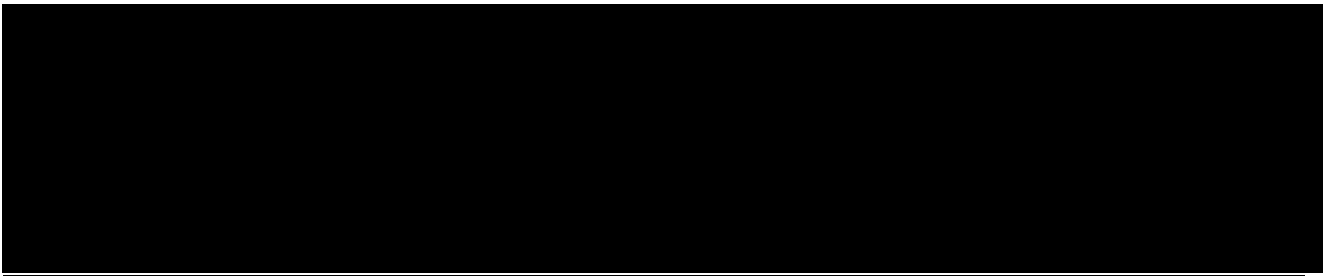




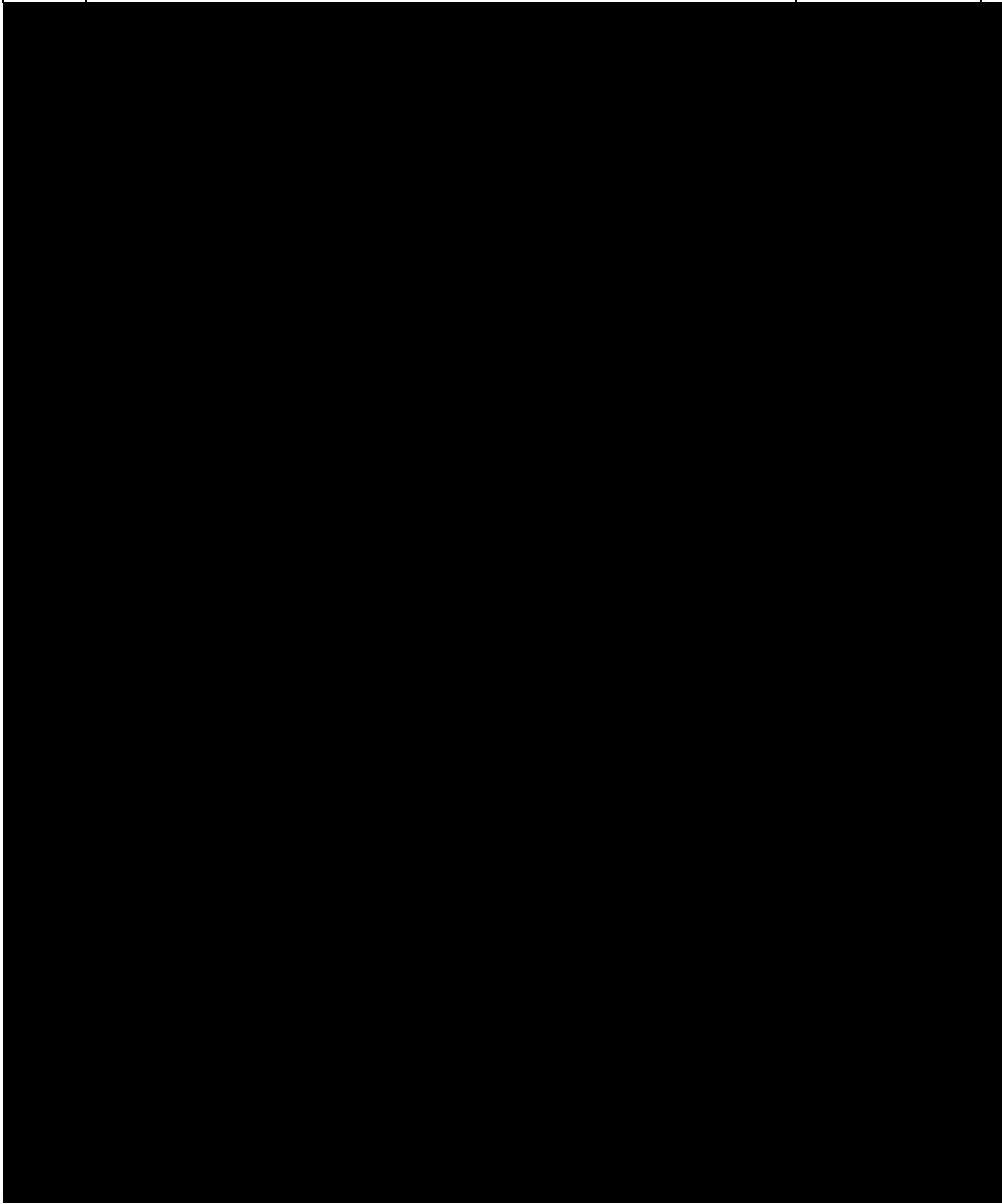
2.12	What approaches do you take to ensure you are able to retain staff. (Maximum 600 words)	1 / 10 Max marks
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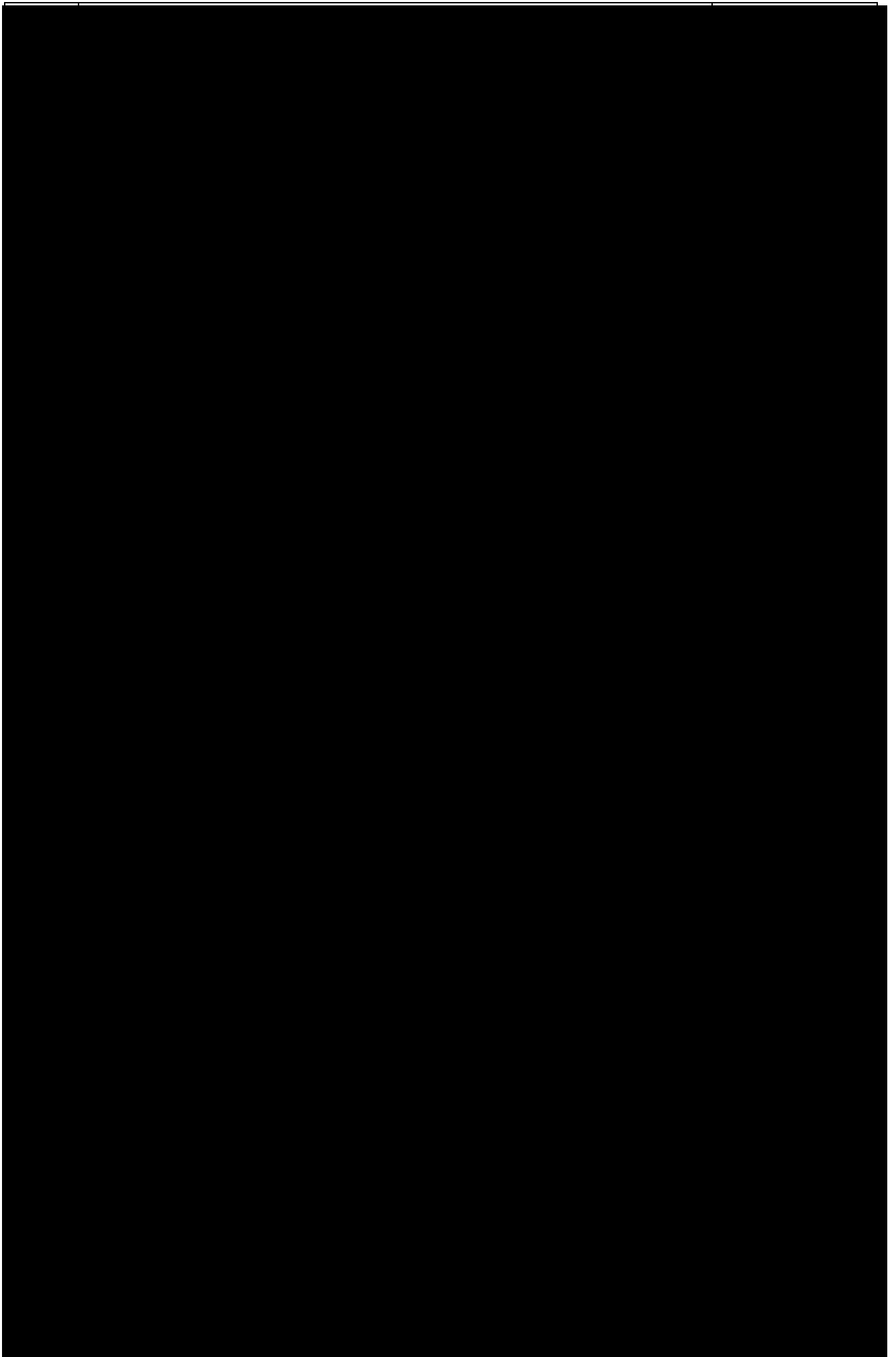


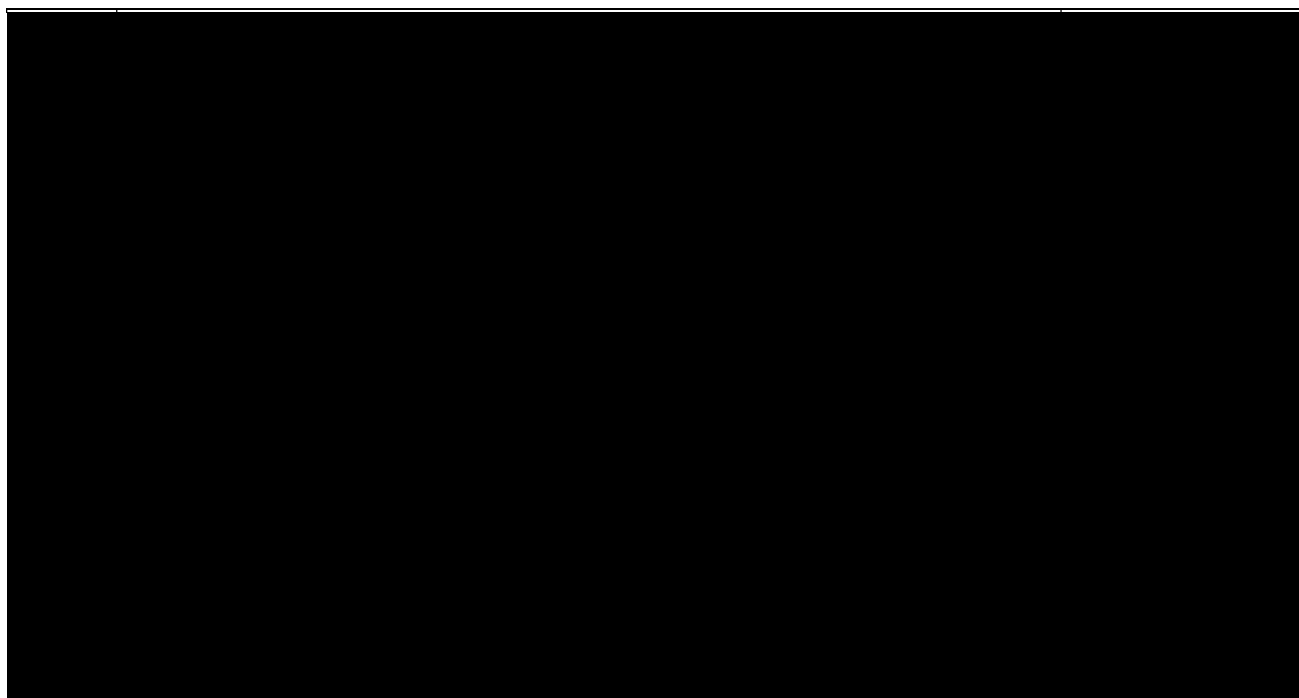




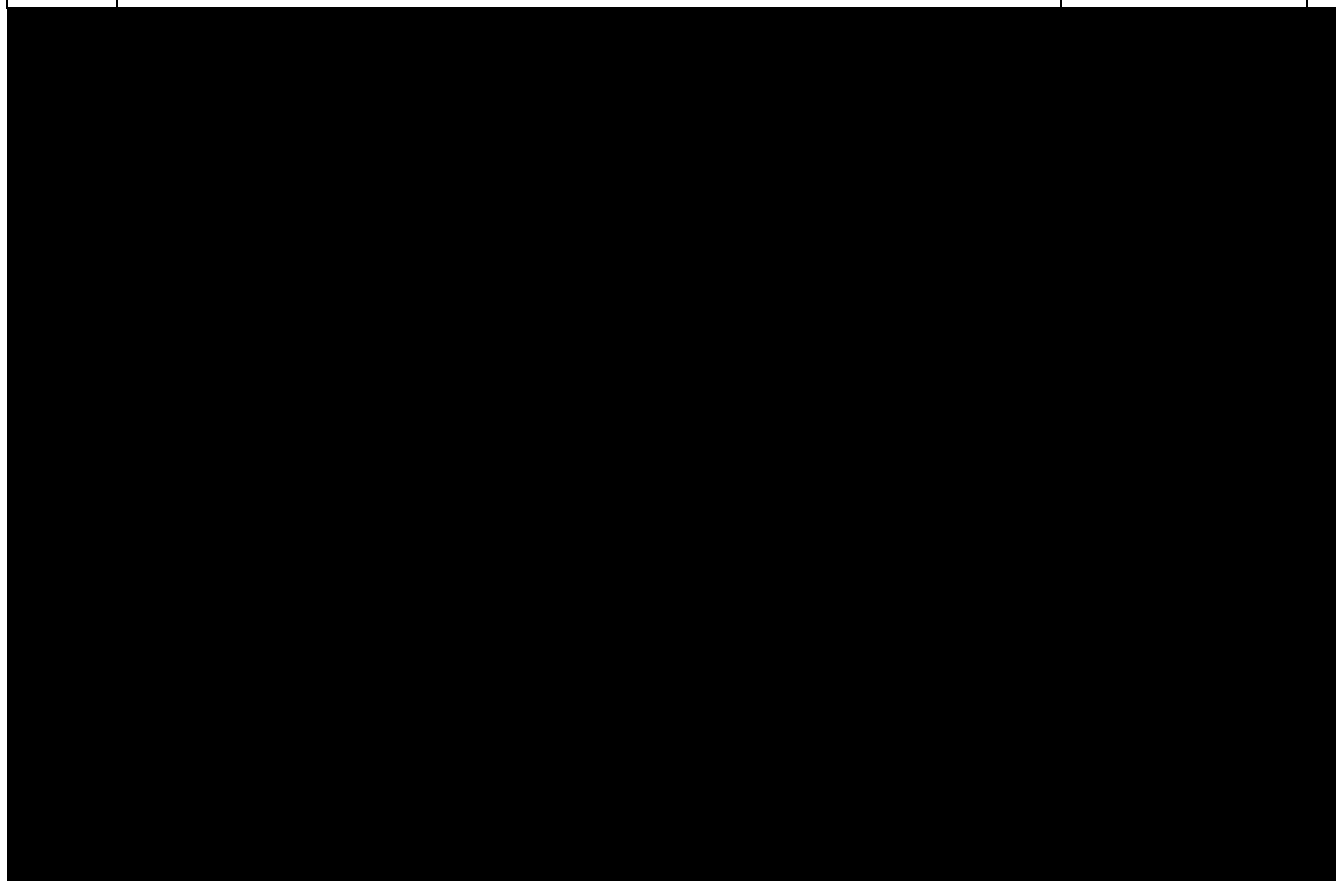
	Management and Quality Assurance:	
2.13	Describe the quality systems you would have in place to evidence that you are meeting the Service Specification, CQC registration standards and other relevant legislation. (Maximum 600 words)	1 / 10 Max marks

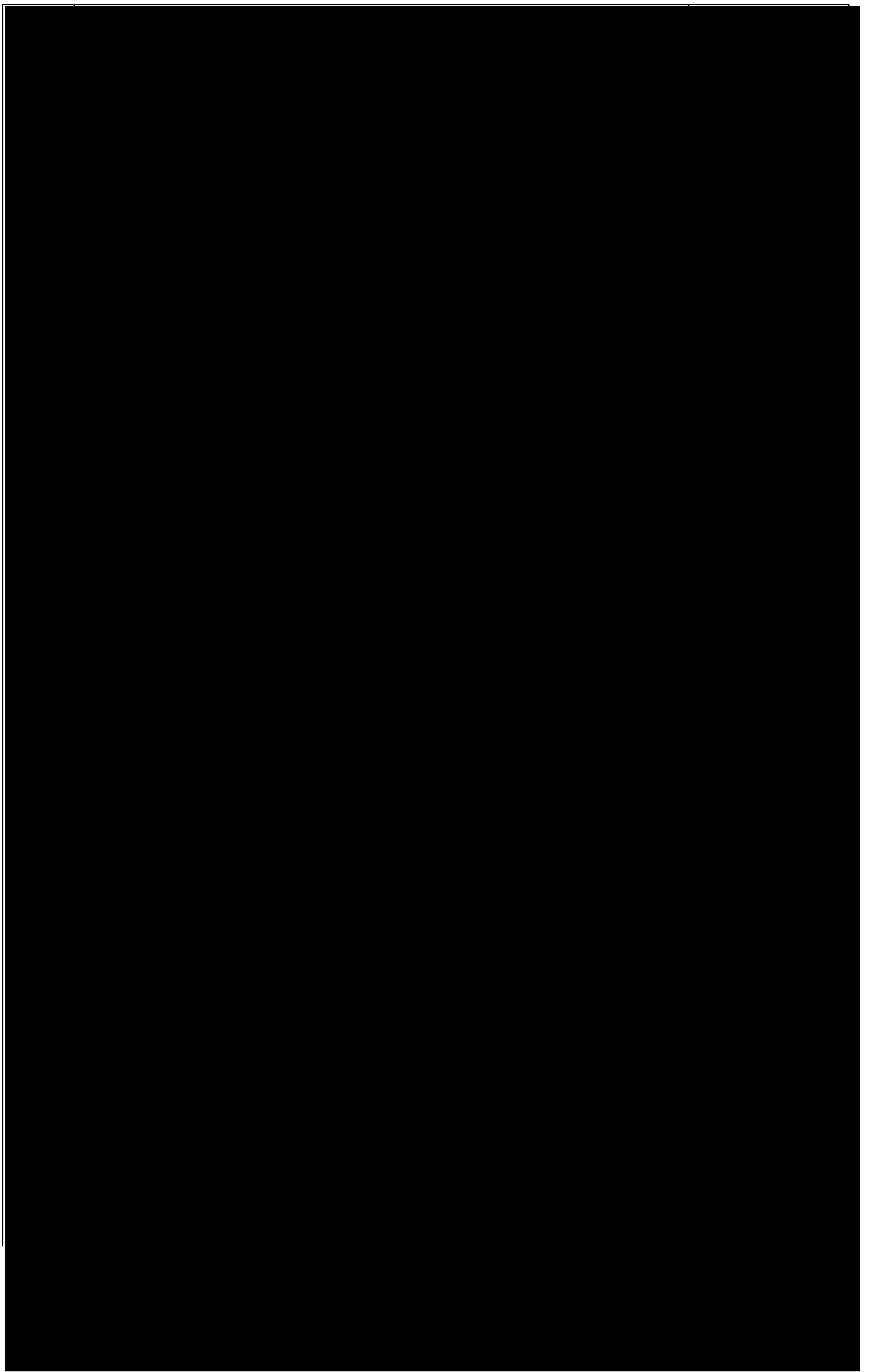






	Social Value:	
2.14	<p>Please describe and quantify how you would contribute to one or more of the following Social Value outcomes in line with Shropshire's Social Value approach described at https://shropshire.gov.uk/social-value/ :</p> <p>NT18 Total amount (£) spent in LOCAL supply chain through the contract.</p> <p>NT19 Total amount (£) spent through contract with LOCAL SMEs</p> <p>NT27 Initiatives to be taken to support older, disabled and vulnerable people to build stronger community networks (e.g. befriending schemes, digital inclusion clubs)</p> <p>(Maximum 600 words)</p>	1 / 10 Max marks





FINANCIAL MODEL
SHROPSHIRE COUNCIL
ALD RESIDENTIAL CARE MANAGEMENT CONTRACT AMCV 264

BIDDER NAME:



DATE

22/02/2019

SCHEDULE

SCHEDULE 1 RESIDENTIAL CARE

FINANCIAL MODEL
SHROPSHIRE COUNCIL
MANAGEMENT CONTRACT FOR:

AMCV 264

Purpose of the Bid Forms

1 The Bid Forms are intended to ensure that the Bidders provide a meaningful breakdown of the annual Contract Price (annual charge to the Council) and that the supporting financial model is properly compared and evaluated against other bids. An average annual price will be calculated over years 1 -5 and this will be the basis of the annual payment, which will be paid four weekly to the successful Bidder. Any costs associated with having an Average Annual Price should be included within the breakdown of costs.

2 Costs which are directly related to the provision of the Service should be detailed under the appropriate heading. Bidders are free to add additional appropriate headings, in the blank spaces provided, as necessary to support their bid and enable Shropshire Council to evaluate the submission.

3 There are currently 5 Service Users living at the home. Bidders are required to base their price on 5 Service Users. Bidders are also required to provide an amount that would be deducted from the contract price should residents leave the home and at what point this reduction would come into effect. This information will not be included in the scoring of the tender

4 Bidders should note that the award criteria for marks will be as follows:

Average annual cost	30% of the marks
Quality	70% of the marks

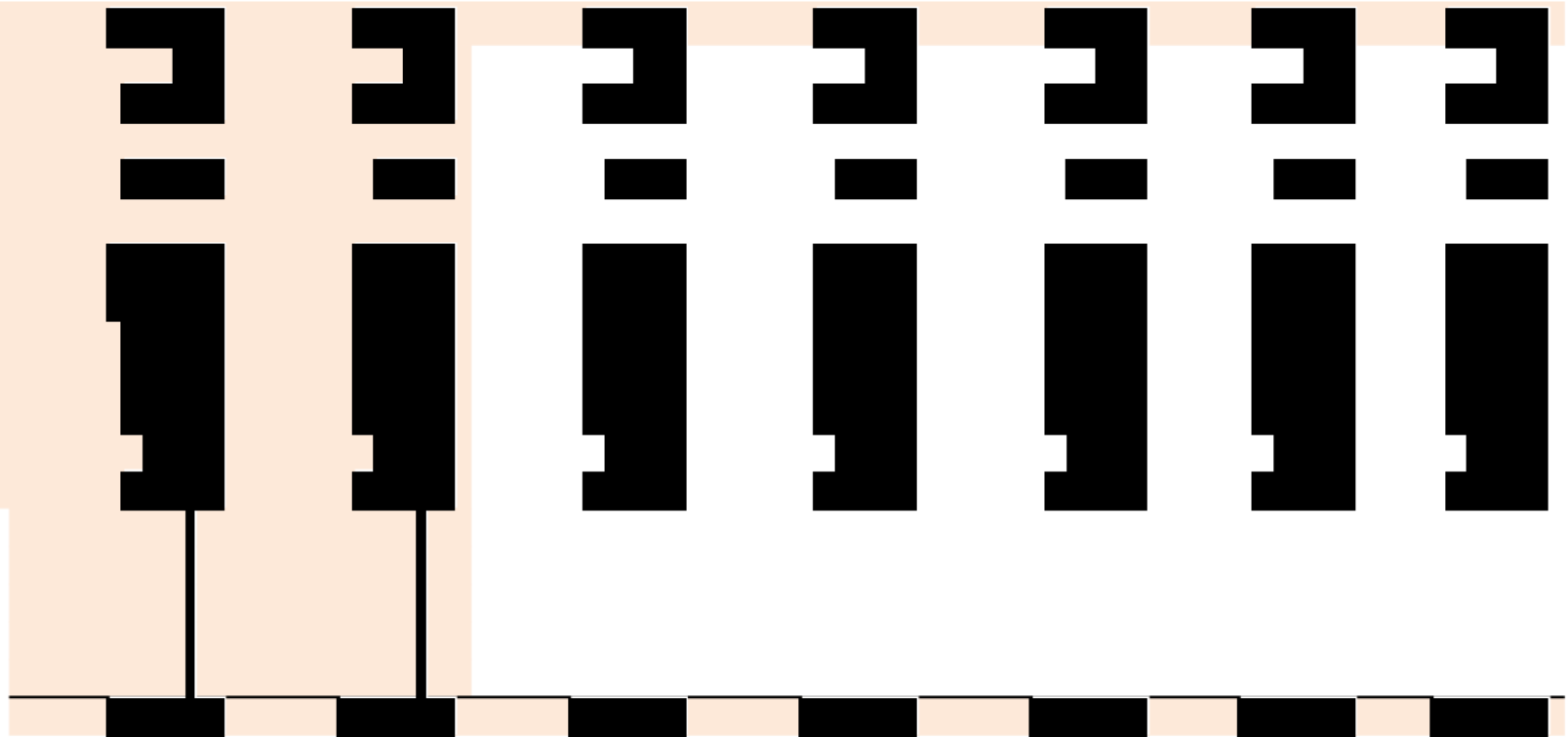
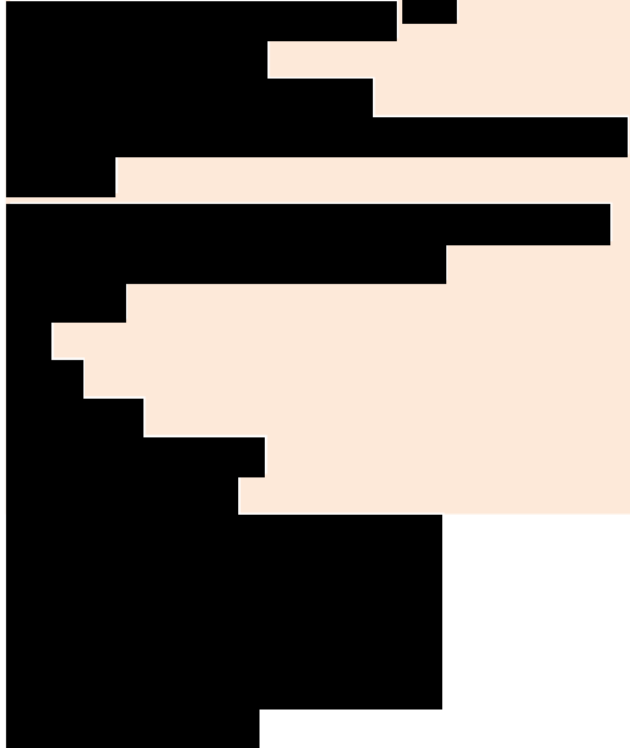
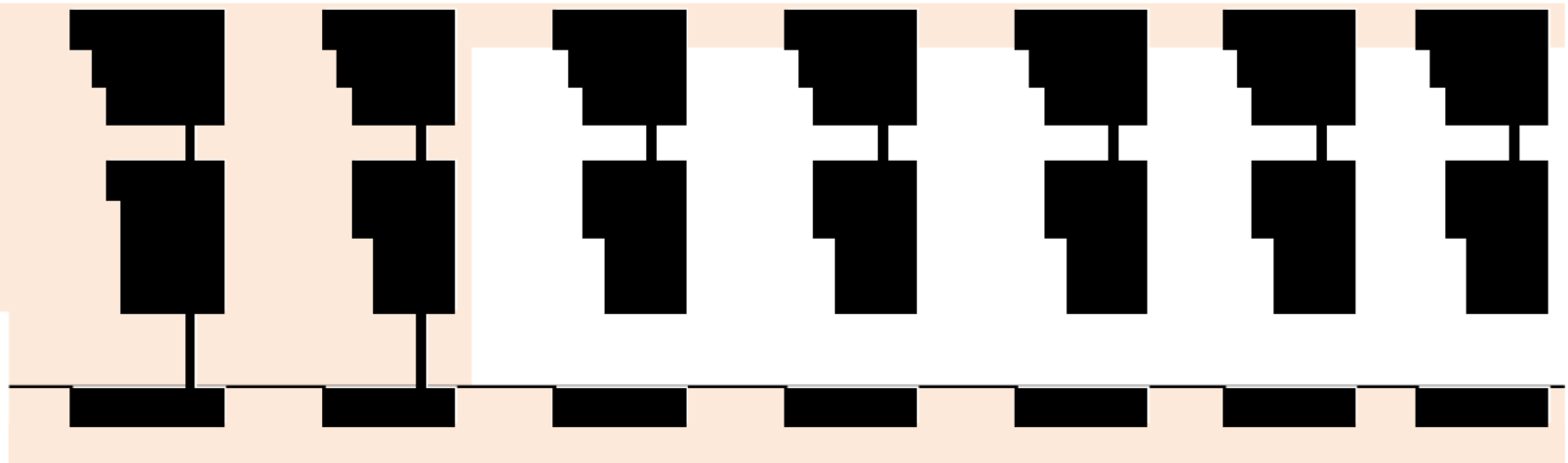
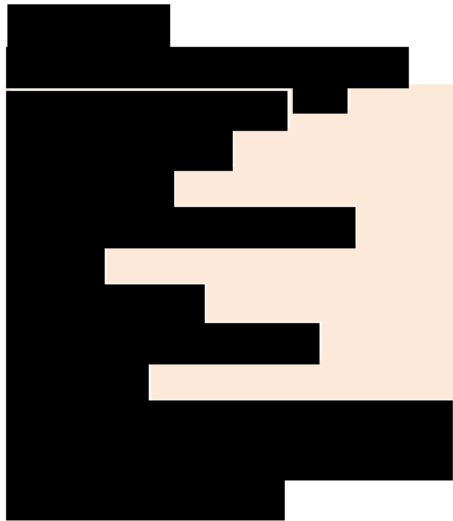
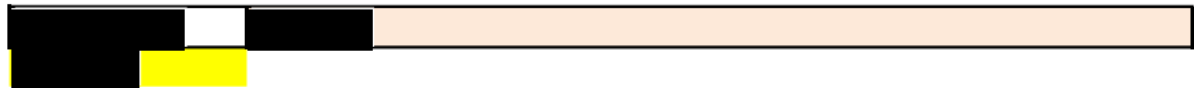
5 **Prices**

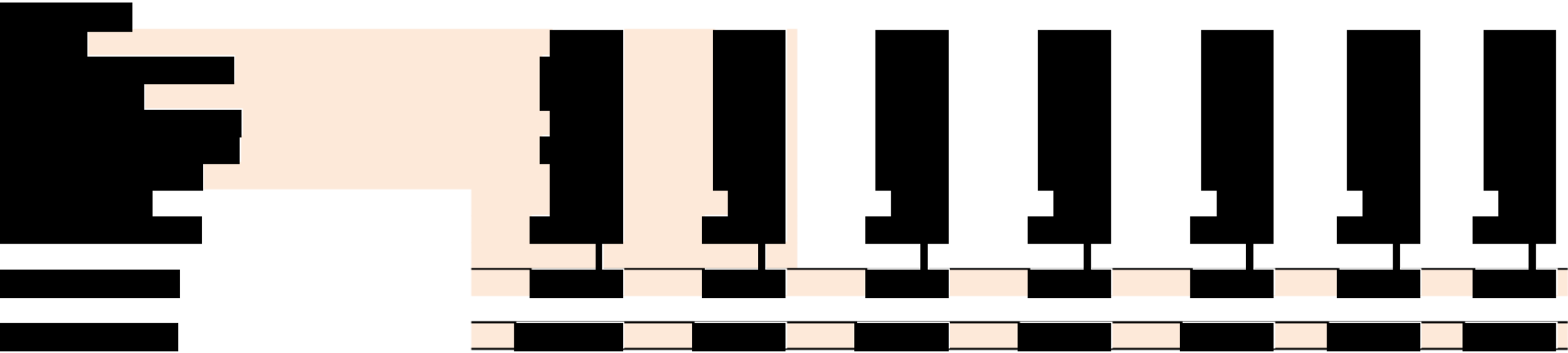
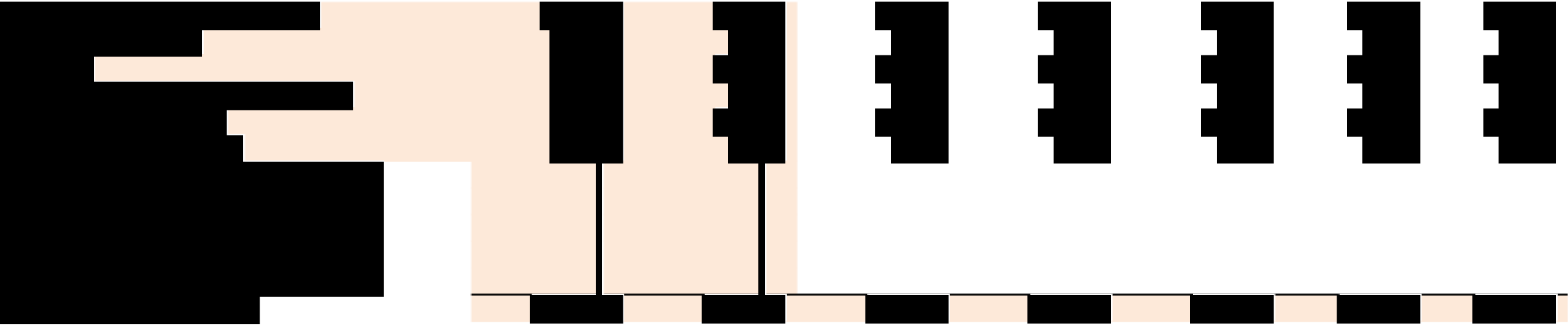
Prices should be quoted based on 2019-20 prices. An inflationary index should not be used. Tenderers should refer to the *Form of Contract Clause 5* for the contractual terms in respect of price reviews.

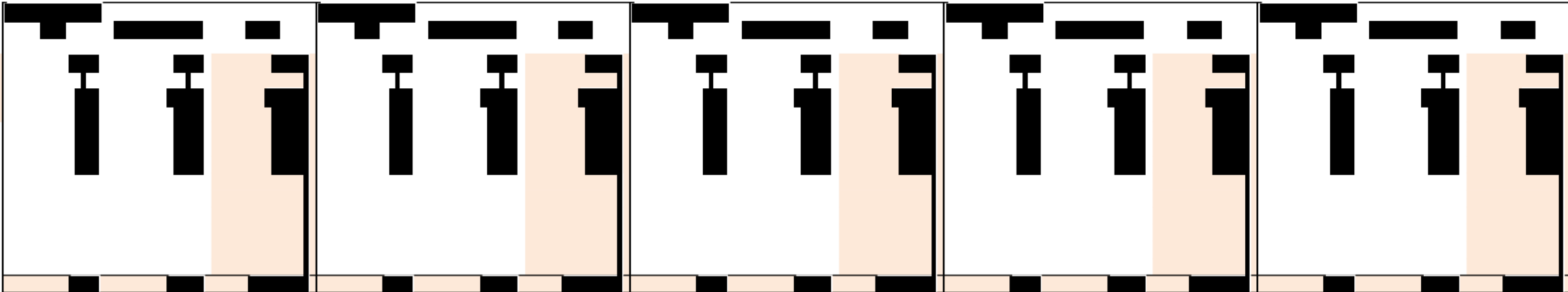
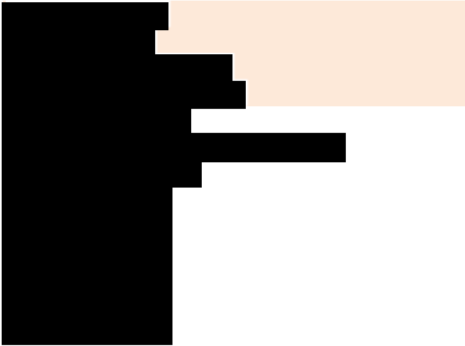
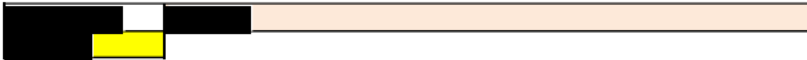
All prices should be quoted net of VAT.

7 **Overheads**

Bidders should include details of all overheads. Additional lines have been left blank for Bidders to use if required.

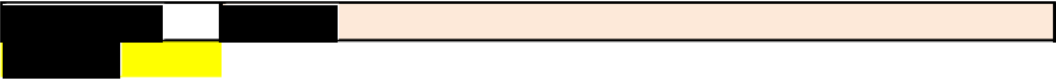






FINANCIAL MODEL
SHROPSHIRE COUNCIL

[REDACTED]

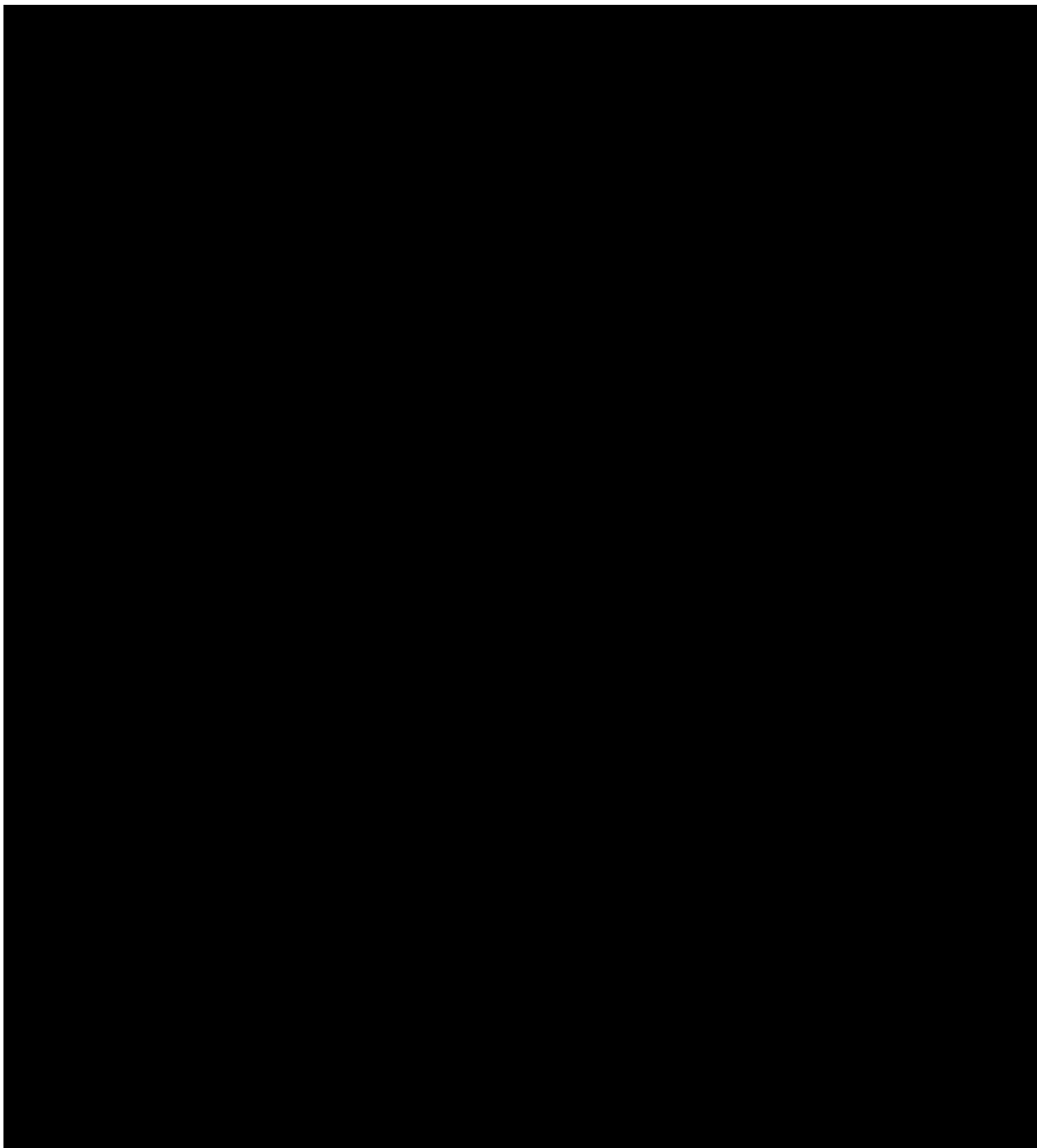


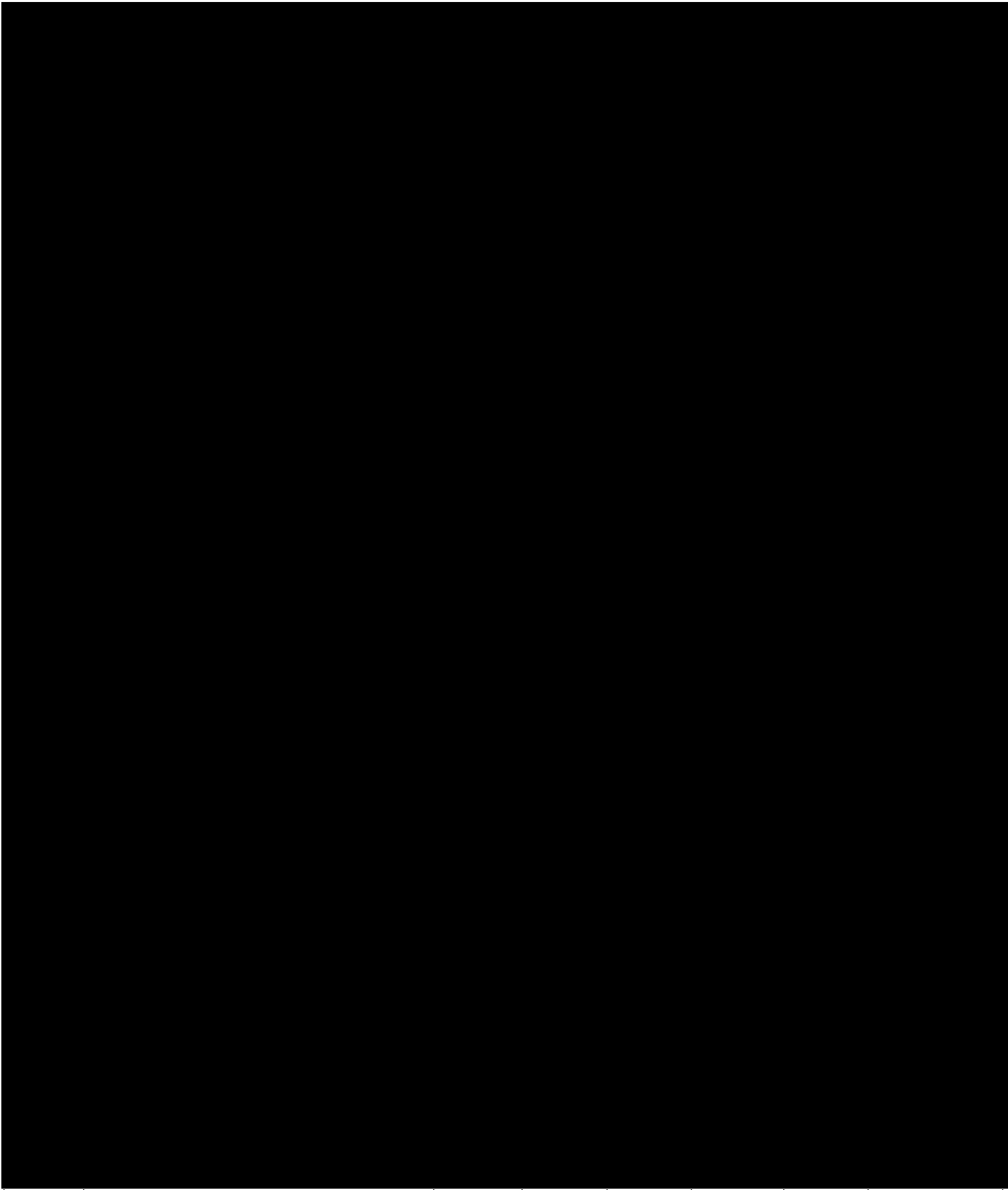
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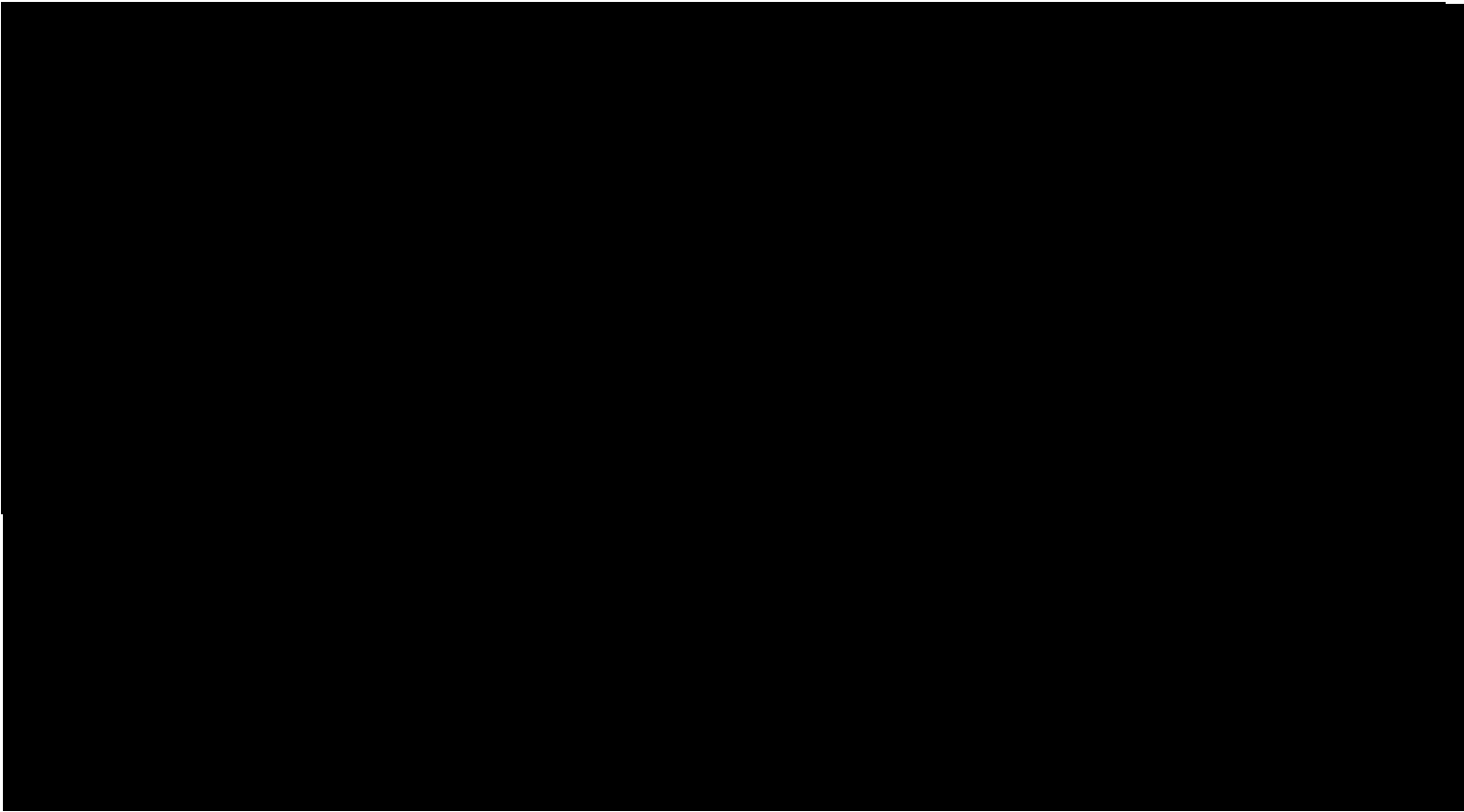


For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:

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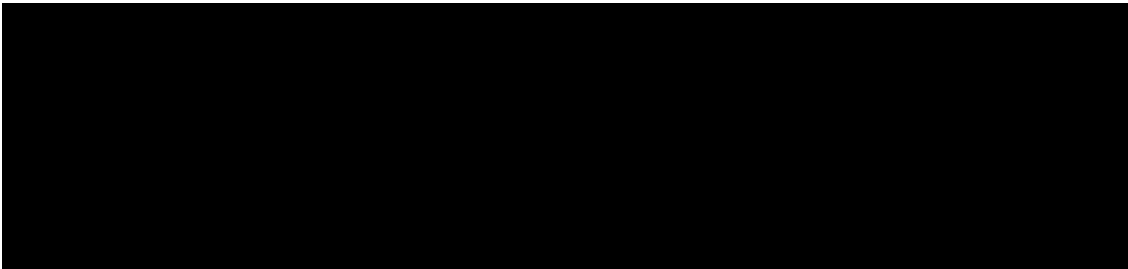






We will be in touch after the standstill period.

Yours faithfully



Service Manager Commissioning and Governance
Shropshire Council

Contracts Manager
Shropshire Council