



TENDER NOTICE

DMC 010 – For the Provision of a Direct Payment Support Service / Personal Budget Support Planning Service

Applicants are invited to tender for the provision of a Direct Payment Support Service / a Personal Budget Support Planning Service to Shropshire Council for an initial period of 3 years commencing on 1st February 2014 with the option to extend for a further period of up to 2 years.

Shropshire Council currently holds a contract with one Provider for a Direct Payment Support Service. The existing service is being re-commissioned into two separate services:

1. Direct Payment Support Service
2. Personal Budget Support Planning Service

If you wish to receive tender documents, please email or write as soon as possible to [REDACTED] Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND quoting reference **DMC 010**. Email: procurement@shropshire.gov.uk

The deadline for the return of completed tenders is **12 noon on Monday 9th September 2013**.

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.

personal info



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

DMC 010

Dear Sirs

**DMC 010 – DIRECT PAYMENT SUPPORT SERVICE / A PERSONAL BUDGET SUPPORT
PLANNING SERVICE
SHROPSHIRE COUNCIL**

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

1. Instructions to Tenderers
2. Form of Contract – includes Terms & Conditions of contract and Service Specifications for service 1 and service 2
3. Tender Response Document
4. TUPE Confidentiality Letter
5. Return Label

Tenders should be made on the enclosed Tender Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions to Tenderers and Special Terms and Conditions'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

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

Returning of Tenders

- The deadline for returning tenders is **noon on 9th September 2013** any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

personal info

Tenders **cannot** be accepted if:

- Tenders are received by facsimilie or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

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

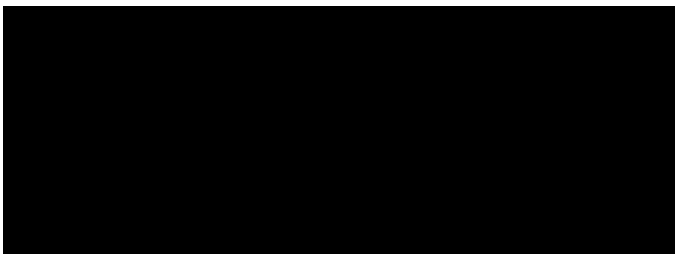
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises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

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

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

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

Yours faithfully



Commissioning & Procurement
procurement@shropshire.gov.uk
Tel: 01743 252993
Enc



INSTRUCTIONS FOR TENDERING

**DMC 010 – DIRECT PAYMENT
SUPPORT SERVICES /
PERSONAL BUDGET SUPPORT
PLANNING SERVICE**

Shropshire Council Instructions for tendering

Contract Description:

The provision of:

- Service 1 – A direct payment support service
- Service 2 – A personal budget support planning service

Each service will need to be delivered on a county wide basis.

The contracts for both services will be for an initial period of 3 years commencing on 1st February 2014 with the option to extend for a further period of up to 2 years.

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of a Direct Payment Support Service / Personal Budget Support Planning Service as detailed in the Tender Response Document. The contract will be for an initial period of **3 years** commencing on the **1st February 2014** with the option to extend for a further period of up to 2 years
- 1.2** Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

2.2 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject

to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

- 3.1.2** All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

- 3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures

must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 9th September 2013. One hard copy and**

one CD copy of your Tender Response Document must be returned.

- 4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

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

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

- 6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.

- 6.2** Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract can be requested by completing and signing the enclosed TUPE confidentiality letter and returning it to 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** Any queries arising in relation to this invitation to tender should be raised in writing with [REDACTED] Procurement Manager, Commissioning and Procurement, Shropshire Council, Shirehall, Abbey Foregate, SHREWSBURY SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: procurement@shropshire.gov.uk) quoting the contract reference and title.
- 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 **2nd September 2013**.
- 8.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 8.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has

any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

9.0 Continuation of the Procurement Process

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

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

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

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

10.0 Confidentiality

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

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

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

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

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

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

- 10.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 10.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 10.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 10.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 10.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 10.5.4** the Tenderer is legally required to make such a disclosure.
- 10.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

10.7 Transparency of Expenditure

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

11.0 Freedom of Information

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

- 11.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 11.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 11.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

12.0 Disqualification

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

- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

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

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

13.0 E-Procurement

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

14.0 Award of Contract

14.1 Award Criteria

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

14.2 Award Notice

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

14.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in

accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

15.0 Value of Contract

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

16.0 Acceptance

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

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

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 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

DATED

20

CONTRACT

BETWEEN

SHROPSHIRE COUNCIL

AND

XXXXXXX

for the provision of

**A DIRECT PAYMENT SUPPORT SERVICE / A PERSONAL BUDGET SUPPORT PLANNING
SERVICE**

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This Contract is made the _____ day of _____
BETWEEN (1) SHROPSHIRE COUNCIL of The Shirehall Abbey Foregate Shrewsbury
Shropshire SY2 6ND ('the Council') and (2) XXXXXXXXXX ('the Service Provider')

DEFINITIONS

For the purposes of this Contract the following words shall have the following meanings:-

Active Service User	a Service User who has received a minimum of 30 minutes of support from the Service Provider in the previous 3 months
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Associated Person in respect of the Council, a person, partnership, limited liability a 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.

Care Manager the Council's social worker appointed to deal with each Service User

Confidential Information all information as defined by Paragraph 5 of Schedule 2

Commencement Date 01.02.14

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

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 Contract; or

(b) any Personal Data for which the Council is the Data Controller

Data Subject shall have the same meaning as set out in the Data Protection Act 1998

Data Controller shall have the same meaning as set out in the Data Protection Act 1998

Data Protection Legislation 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 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner

Data Processor shall have the same meaning as set out in the Data Protection Act 1998

Direct Payment a payment made under the Community Care (Direct Payments) Act 1996

EIR means the Environmental Information Regulations 2004 (as may be amended from time to time.)

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 Contract or otherwise relating to the parties to this Contract which potentially falls within an exemption to FOIA (as set out therein)

Expiry date 31.01.17

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 this Contract
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
the Legislation	the Community Care (Direct Payments) Act 1996 and the Health and Social Care Act 2001 Community Care Services for Carers and Children's Services (Direct Payments) (England) Regulations 2003
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 Contract
the Payment	the payments made by the Council to the Service Provider in accordance with clause 2
Personal Budget	the money allocated to the Service User by the Council to spend on care and support to meet their assessed eligible needs and agreed outcomes
Personal Assistant	the person engaged by the Service User to provide a service to him or her using the Direct Payments
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998
Prohibited Act	<p>the following constitute Prohibited Acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <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</p>

any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

(c) committing any offence:

(i) under the Bribery Act;

(ii) under legislation creating offences concerning fraudulent acts;

(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or

(d) defrauding, attempting to defraud or conspiring to defraud the Council.

Receiving Party	means a party to this Contract to whom a Request for Information is made under the FOIA, and who thereafter has overall conduct of the request and any response
Registration Body	a 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 Activity Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
Regulated Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
Request for Information	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
the Service	the service described in the Specification
Service Users	the persons designated from time to time by the Council to receive the Services
the Specification	the specification contained in the Schedules to this Contract
Staff	those persons paid or unpaid who deliver the Service on behalf of the Service Provider including a Sub-Service Provider
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-Service Provider	the third parties that enter into a Sub-Contract with the Service Provider
Working Days	Monday to Friday inclusive (not including national bank holidays)
Writing	With the exception of Notices issued in accordance with clauses 10, 11(e) and 13(b) of this Contract includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received

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 in the exercise of performing its obligations under the Legislation is desirous of making provision within its area for **a direct payment support / personal budget support planning service.**
- (B) The Council has caused to be prepared a detailed Specification in respect of the Service.
- (C) The Service Provider is willing to provide the Service in accordance with this Contract and the Service Specification.

CONTRACT CONDITIONS

NOW IT IS AGREED as follows:

1 CONTRACT AND TERM

- 1(a) In consideration of the Payment the Service Provider will provide the Service to XX Active Service Users in accordance with the terms of this Contract.
- 1(b) This Contract shall commence on the Commencement Date and shall continue until the Expiry Date subject to clause 10 and 13 in accordance with the terms of this Contract.

2 PAYMENT

- 2(a) The Council shall pay the Service Provider XXX per annum for the provision of the Service over the Term
- 2(b) Payment will be made monthly in arrears upon receipt of a satisfactory invoice
- 2(c) The Service Provider shall not make a charge to the Service User for the Service provided.
- 2(d) If the Council fails to make any payment due to the Service Provider under this Contract by the due date for payment of an undisputed amount, then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

3 COMPLIANCE

- 3(a) The Council undertakes to:
- 3(a)(i) make the Payments to the Service Provider in accordance with clause 2
 - 3(a)(ii) liaise with the Service Provider regarding the provision of the Service where requested to do so by the Service Provider.
- 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 this Contract and use the Payment only for the provision of the Service to the Service Users
 - 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) the Safeguarding adults: multi-agency policy and procedures for the West Midlands or the Council's Area Child Protection Procedures
 - 3(b)(iv) all standards required by the Health and Social Care Act 2008 in order to maintain registration thereunder
 - 3(b)(v) all equal opportunities legislation and anti-discriminatory practices including the general duty required of a local authority in accordance with the Equality Act 2010
 - 3(b)(vi) the Council's policy "Speaking up About Wrongdoing"
 - 3(b)(vii) the Data Protection Act 1998
 - 3(b)(viii) the standard required of a local authority under the Human Rights Act 1998. The Service Provider shall not do anything in breach of the Service User's rights under the Act
 - 3(b)(ix) the principles of Best Value
 - 3(b)(x) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance.
- 3(c) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Council's Contracts Manager forthwith in Writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council's rights under clauses 10 Breach and 13 Extension and Termination.
- 3(d) The Service Provider warrants that the signing of this Contract on its behalf has been validly authorised and the obligations expressed as being assumed by the Service Provider under this Contract constitute valid legal and binding obligations of the Service Provider enforceable against the Service Provider in accordance with their terms.

4 VARIATION

- 4(a) This Contract may only be varied by consent of both of the parties and any such variation must be in Writing and signed by an authorised representative of each of the parties and

annexed to this Contract 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 the Service User or any third party the effect of which would be to vary or amend the terms of this Contract without the agreement of the Council.

5 PAYMENT REVIEW

- 5(a) The Payment shall be reviewed by the Council annually.
- 5(b) Following such review the Council may increase the fee payable to the Service Provider shall be notified to the Service Provider.

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 Service Provider and nothing in this Contract 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 Contract the Service Provider shall not have and shall in no way represent itself as having the power to make vary discharge or waive any by-law or regulation of any kind.

8 ACCOUNTING

- 8(a) The Service Provider shall ensure that all necessary accounting arrangements exist to distinguish between the Payment and any funds held on behalf of the Service User or any other funds held by the Service Provider.
- 8(b) The Service Provider will (upon the Council's request) produce records of any funding held on behalf of Service Users which shall clearly identify the balance held and the date funds are paid in and withdrawn.
- 8(c) 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(d) 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(e) The Service Provider shall compile maintain and keep the information and records included in the Specification and such information as the Council may from time to time require to

enable the Council to submit any information or data required by it for the purposes of performance indicators.

- 8(f) 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 8 by the Council. For these purposes the “statutory auditors of the Council” shall include any body appointed by the Audit Commission or authorised by statute to perform similar functions to those of the Audit Commission.

9 NOTICES

- 9(a) The Service Provider shall comply with and give any notices required under the Contract or required by any Act of Parliament any instrument rule or order made under any Act of Parliament or any regulation or by-law of any local authority which may have jurisdiction in respect of the Service Provider.
- 9(b) Any Notice under this Contract (with the exception of Notices issued in accordance with clauses 10, 11(e) and 13(b) of this Contract) must be in Writing. Notices issued pursuant to clauses 10, 11(e) and 13 (b) may only be sent by either party to the other by:
- 9(b)(i) recorded delivery post or
- 9(b)(ii) personal delivery
- Notices issued in respect of clauses 10, 11 and 13 will not be validly delivered if sent by facsimile or e-mail
- 9(c) The Service Provider’s address for the purpose of delivery of a Notice is as set out above and all Notices sent to the Service Provider under this Contract must be sent to the Service Provider’s **XXXXXX**.
- 9(d) The Council’s address for the purpose of delivery of a Notice is the Contracts Manager at the Contracts Unit, 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 its obligations under this Contract 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 Contract and any breach of them shall be deemed a fundamental breach which shall determine this Contract immediately by the giving of a Written Notice:
- 10(b)(i) Failure to comply with a Notice to remedy a breach 10(a)
 - 10(b)(ii) Assignment by the Service Provider of any of its obligations under this Contract without the prior written consent of the Council
 - 10(b)(iii) If the Service Provider is or has been 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 Staff shall not, in connection with this Contract 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 Contract, excluding any arrangement of which full details have been disclosed in Writing to the Council before execution of this Contract.
- 11(b) The Service Provider shall:
- 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 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 Contract.

- 11(e) The Council may terminate this Contract by written notice with immediate effect, and recover from the Service Provider the amount of any loss directly resulting from the cancellation, if the Service Provider or Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11(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 Contract unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by an employee, Sub-Service Provider 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-Service Provider) 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 Contract will terminate.

- 11(g) Despite clause 14 (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 risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of this Contract, including death or personal injury, loss of or damage to property or any other loss, and

unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum of £5,000,000 (FIVE MILLION POUNDS) cover. In respect of death or personal injury due to negligence liability will be unlimited.

- 12(b) 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-Service Providers involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Service Provider shall ensure professional indemnity insurance held by the Service Provider and by any agent, Sub-Service Provider or consultant involved in the performance of Services has a limit of indemnity of not less than £1,000,000 (ONE MILLION POUNDS) for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six years following the expiration or earlier termination of the agreement.
- 12(c) The Service Provider warrants that it has complied with this clause 12 and shall provide the Council with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.
- 12(d) If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by this Contract the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.

13 EXTENSION AND TERMINATION

- 13(a) The Council may in its absolute discretion extend the duration of this Contract by a further period of up to two years commencing from the Expiry Date and will inform the Service Provider in Writing of its intention to extend the Contract at least 3 months before the Expiry Date and any extension must be agreed in Writing by both parties signed by an authorised officer and record the date from when it was agreed and annexed to the Contract.
- 13(b) This Contract may be terminated prior to the Expiry Date in the following circumstances:-
- 13(b)(i) by either the Council or the Service Provider by giving 6 month's Notice in Writing to the other party
 - 13(b)(ii) 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 trust between the parties

- 13(b)(iii) if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days.
- 13(c) In the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 Payments will cease and no further Payments will be made and the Service Provider shall repay to the Council all (if any) of the Payments already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met).
- 13(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 and this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / claw back 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:
- 13(d)(i) Fraud or theft from Service Users
 - 13(d)(ii) Neglect of Service Users
 - 13(d)(iii) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse
 - 13(d)(iv) Financial malpractice
 - 13(d)(v) Sexual relationships between Staff and Service Users
 - 13(d)(vi) Racial harassment
 - 13(d)(vii) Loss of registration with Registration Body
 - 13(d)(viii) Under investigation by the Council.

14 DISPUTES

- 14(a) If any dispute or difference shall arise between the parties as to the construction of this Contract or any matter or thing of whatever nature arising under this Contract or in connection with it then the same shall be dealt with as follows:-

- 14(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
- 14(b) If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the parties may serve the Council's Director of Adult Services and the Service Provider's Registered Manager with notice of the dispute and they shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice.
- 14(c) If the dispute cannot be resolved in accordance with the preceding sub-clause then it shall be referred to a single arbitrator to be agreed between the parties and failing such agreement within 14 days of the request of one party to the others in Writing that the matter be referred to arbitration such reference shall be to a single arbitrator appointed for that purpose on the written request of either party by the President for the time being of the Law Society of England and Wales and any reference to arbitration under this clause shall be deemed to be a reference to arbitration within the meaning of the relevant Arbitration Acts and it is further agreed that if any matter is referred to arbitration then each party will bear its own costs of such referral.

15 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

- 15(a) The Council may, subject to clause 15(b):
- 15(a)(i) assign any of its rights under the Contract; or
 - 15(a)(ii) transfer all of its rights or obligations by novation to another person.
- 15(b) The consent of the Service Provider is required for an assignment or transfer by the Council unless:
- 15(b)(i) the assignment or transfer is to an Associated Person of the Council; or
 - 15(b)(ii) either the Council or the Service Provider have committed a breach of this Contract which gives the other party the right under the terms of this Contract to terminate the Contract. Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 15(c) The Service Provider may not assign any of its rights, or transfer any of its rights or obligations under the Contract.
- 15(d) The Service Provider will not, without the written consent of the Council sub-contract its right or obligations under this Contract nor allow Services to be provided other than through his own employees and using his own equipment.
- 15(e) In the event that the Council has consented to the placing of Sub-Contracts, copies of each Sub-Contract and order shall be sent by the Service Provider to the Council immediately it is issued.

- 15(f) Notwithstanding the Service Provider's right to sub-contract pursuant to this clause 15, the Service Provider shall remain responsible for all acts and omissions of its Sub-Service Providers and the acts and omissions of those employed or engaged by the Sub-Service Providers as if they were its own. An obligation on the Service Provider to do, or to refrain from doing, any act or thing shall include an obligation upon the Service Provider to procure that its employees, Staff, agents and Sub-Service Providers' employees, staff and agents also do, or refrain from doing, such act or thing.

16 FORCE MAJEURE

- 16(a) Subject to the provisions of clause 16(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.
- 16(b) Save where such delay or failure is caused by the act or omission of the other party (in which event the rights remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Contract and by Law):-
- 16(b)(i) any charges arising from such delay or failure shall be borne by the party incurring the same
- 16(b)(ii) either party may if such delay or failure continues for more than 90 (ninety) days terminate this Contract forthwith on giving Notice (as determined by Clause 9) to the other party in which event neither party shall be liable to the other by reason of such termination.
- 16(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-Service Providers.

17 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 Contract in accordance with its terms.

18 SEVERANCE

If any of the provisions of this Contract 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.

19 STATUTORY DUTIES

- 19(a) The Council has various statutory duties in relation to this Contract including (but not exclusively) under Part 1 of the Local Government Act 1999 (Best Value) to carry out a regular review of the Service.
- 19(b) The Service Provider and its Staff must fully co-operate with the Council in complying with any such statutory duty and subject to the provision of the Data Protection Act 1998 the Service Provider must provide to the Council any information facilities and assistance that the Council may reasonably request provided the Council has given the Service Provider reasonable notice and also provided that this does not put the Service Provider to unnecessary cost.

20 LAW

- 20(a) This Contract 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.
- 20(b) Where the Service Provider consists of 2 or more persons all the obligations of the Service Provider shall be deemed to be complied with by such persons jointly and severally and any reference to the masculine gender shall include reference to the female and any reference to the singular shall include referral to the plural.
- 20(c) Any reference to an act includes reference to any statutory re-enactment or modification thereof.

21 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 Contract under the Contracts (Rights of Third Parties) Act 1999.

22 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.

23 COUNCIL'S FUNCTION AS A LOCAL AUTHORITY

Nothing in this Contract shall prejudice or affect the Council's right powers duties and obligations to the exercise of its functions as a local authority.

24 CONCLUSION OF CONTRACT

- 24(a) Upon the expiry or termination of this Contract 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 Contract or which were produced or augmented by the Service Provider in connection with the carrying out of obligations under this Contract and the Service Provider must retain

Service User records for a minimum of 6 years following provision of the Service to a Service User..

24(b) Clause 24(a) is subject to the provisions of Paragraph 5 of Schedule 2.

25 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.

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

26(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.

26(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.

26(c) The Service Provider shall:

26(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;

26(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

26(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.

26(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the 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.

26(e) In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.

- 26(f) The Service Provider acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the EIR to disclose information concerning the Service Provider or the Services:
- 26(f)(i) in certain circumstances without consulting the Service Provider; or
 - 26(f)(ii) following consultation with the Service Provider and having taken their views into account; provided always that where sub-clause 26(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.
- 26(g) The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 26(h) The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other law, of any information (including Exempt Information) whether relating to this Contract or otherwise relating to any other party.

27 TUPE

- 27(a) The Service Provider shall provide to the Council any information reasonably required in connection with TUPE when requested to do so and the Council undertakes to use such information only for purposes in connection with TUPE and to ensure that any third party who requests the TUPE information has undertaken to use it only in connection with a tender for Service and for TUPE purposes and in the event of non compliance by the Service Provider with this Clause 27(a) then:
- 27(a)(i) the parties acknowledge that the Council shall be entitled to an injunction of an order for specific performance in order to obtain the required TUPE information; and
 - 27(a)(ii) the Service Provider shall reimburse all expenses incurred by the Council in enforcing the Service Provider's compliance with this clause and for the avoidance of doubt this shall include the cost of the Council officer time.
- 27(b) At any time during the period of 9 (nine) months before the Expiry Date or in the event that this Contract is terminated in accordance with clauses 10 Breach or 13 Extension &

Termination of this Contract within 28 days of giving or receiving notice of such termination or where the Contract is terminated forthwith the Service Provider shall on the written request of the Council collate whatever information is required for the purposes of the Transfer of Undertaking (Protection of Employment) Regulations 1981 as amended and the Acquired Rights Directive 1977 (the "TUPE Information") which may include but shall not be limited to:-

- 27(b)(i) the number of Staff including supervisory and administrative Staff employed by the Service Provider and any Sub-Service Provider employed in the Service
 - 27(b)(ii) the terms and conditions of employment of those Staff and
 - 27(b)(iii) any information relating to those Staff as properly may be required by the Council under this clause.
- 27(c) In the event that the Council commences procedures for inviting tenders to provide the Service the Service Provider shall make the TUPE information available on request to any person who wishes to submit a tender (a "Tenderer") provided that such Tenderer shall undertake to use the TUPE Information for the purposes of submitting a tender to the Council and for no other purposes.
- 27(d) Throughout the period specified in Clause 27(b) the Service Provider shall maintain and amend the TUPE information to the extent necessary to ensure that it is completely accurate and up to date and in the event that such amendments are made the Service Provider shall inform any person to whom it has made the TUPE information available in accordance with this clause of the nature extent and content of those amendments and the reasons why they have been made.
- 27(e) The Service Provider shall if requested by the Council provide the same information relating to employees or its Service Providers Sub-Service Providers and agents where relevant to the provision of the Service and shall use its reasonable endeavours to procure co-operation from such Sub-Service Providers.
- 27(f) In the event that there is a transfer of employees pursuant to TUPE the Service Provider shall co-operate and where relevant use its reasonable endeavours to procure the co-operation of its Sub-Service Providers and agents in the orderly transfer of any relevant personnel.
- 27(g) The Service Provider shall indemnify the Council against any and all losses costs expenses awards or liabilities incurred by the Service Provider in connection with or as a result of any claims demands or proceedings of whatever nature by any employee or former employee of the Service Provider or its Sub-Service Providers or agents arising out of any non-compliance with TUPE except any such losses cost expenses awards or liabilities incurred due to any fault on the part of the Council.

- 27(h) The Council gives no express indemnity nor should it be taken as an implied indemnity whether particular to the Sub-Service Provider or jointly for any matter connected with or arising out of the compliance or non-compliance with the requirements of TUPE.
- 27(i) The Service Provider shall not in any circumstances make any claim against the Council in connection with the effect on the Contract of TUPE
- 27(j) The Service Provider undertakes:
- 27(j)(i) not to change the Staff structure grade hours or scales of pay or Service delivery structure without the prior written consent of the Council (such consent not to be unreasonably withheld) but not limited to changes to preclude or promote application of TUPE upon termination or expiry of the Contract
- 27(j)(ii) to consult with Staff and trade unions during the whole process of TUPE.
- 27(k) If requested to do so by the Council the Service Provider shall supply to the Council any and all relevant information and data to permit the Council to prepare the necessary documentation in respect of any subsequent review or possible invitation for tenders for the Service or including information sufficient to enable the Council to meet its legal obligations and to obtain Best Value.

28 RESTRICTION ON EMPLOYMENT

- 28(a) Section 21 of the Immigration Asylum and Nationality Act 2006 ("the Act") provides that an employer commits an offence if he employs a person subject to immigration control who has attained the age of 16, if the employee has not been granted leave to enter, or remain in, the United Kingdom, or if his leave is not valid and subsisting or is subject to a condition precluding him from taking up employment.
- 28(b) The Service Provider warrants that it has fully complied with its obligations under the Act with regard to checks on its Staff being provided under this Contract and in so doing has taken account of the requirements of the Act and of the requirements of the Immigration (Restriction on Employment) Order 2007 "the Order" or in any future statutory re-enactment or modification thereof.
- 28(c) In complying with the requirements of the Act and with the Order the Service Provider confirms that it has not infringed any equal opportunity legislation in particular the Equality Act 2010 with regard to the appearance or perceived nationality of their Staff.
- 28(d) Notwithstanding the above the Service Provider agrees to indemnify the Council for any expense liability loss claim or proceedings whatever arising due to the Service Provider's failure to comply with the requirements of the Act and the Order where a court or tribunal may subsequently find in law that the Service Provider's Staff provided under this Contract is an employee of the Council.

29 EQUALITIES

- 29(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 Contract, or in its employment practices.
- 29(b) Without prejudice to the generality of the foregoing, the Service Provider shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 29(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.
- 29(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.
- 29(e) In the event of any finding of unlawful discrimination being made against the Service Provider during the contract 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.
- 29(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.

30 CONFIDENTIAL INFORMATION

- 30(a) The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Contract and will only divulge or communicate the same to a third party on a need to know basis. The Service Provider shall use its reasonable endeavours to prevent the unauthorised publication or disclosure of any such information or documents.
- 30(b) The Service Provider shall ensure that its Staff and agents are aware of and comply with paragraphs 5.4 and 5.5 of Schedule 2 of this Contract 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.

- 30(c) The Service Provider shall at all times keep all Confidential Information held or known in respect of its past or present Service Users or any information that it becomes aware of by reason of the operation of this Contract and of any other information which the Council may from time to time determine relevant to this Contract.
- 30(d) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
- 30(d)(i) only use Confidential Information for the purposes of this Contract
 - 30(d)(ii) not disclose any Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse
 - 30(d)(iii) not use the Confidential Information for the solicitation of business from the Council
- 30(e) The provisions of the whole of this clause 30 shall survive the termination or expiration of this Contract.
- 30(f) The Service Provider shall use its reasonable endeavours to prevent the unauthorised publication or disclosure of any information or documents the Service Provider shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such person mentioned above.
- 30(g) The observance of confidentiality in accordance with the preceding clauses shall not apply when:
- 30(g)(i) the Confidential Information comes into the public domain or is subsequently disclosed to the public otherwise than through the default of either party
 - 30(g)(ii) the Confidential Information is required to be disclosed by law
 - 30(g)(iii) the Confidential Information at the date of the commencement of the Contract was already in the possession of the Service Provider without restrictions as to its use
 - 30(g)(iv) the Confidential Information is required to be disclosed to any regulatory or government body.

31 PUBLIC INTEREST DISCLOSURE (WHISTLEBLOWING)

The Service Provider will ensure that all Staff and agents are made aware of the Council's policy "Speaking up about Wrongdoing". A copy of the Council's Speaking Up About Wrongdoing "Whistleblowing" Policy can be found on the Council's website.

32 ENTIRE AGREEMENT

This Contract, the schedules and the documents annexed to it or otherwise referred to in it 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.

33 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.

34 SAFEGUARDING

- 34(a) Where the Service or activity being undertaken in this Contract is a Regulated Activity the Service Provider shall
- 34(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
 - 34(a)(ii) monitor the level and validity of the checks under this clause 34(a) for each member of the Service Provider's Personnel.
- 34(b) The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 34(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 34 have been met.
- 34(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.
- 34(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.

35 DATA PROTECTION

- 35(a) The Service Provider shall (and shall procure that any of its Staff involved in the provision of this Contract) comply with any notification requirements under the Data Protection Legislation and both parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Contract.
- 35(b) Notwithstanding the general obligation in clause 35(a) where the Service Provider is processing Personal Data as a Data Processor for the Council, the Service Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and
- 35(b)(i) provide the Council with such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the Data Protection Legislation;
- 35(b)(ii) promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 35(b); and
- 35(b)(iii) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation.
- 35(c) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in Writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 35(d) 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.
- 35(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:
- 35(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
- 35(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
- 35(e)(iii) Transfer of data to and from the system is conducted in a secure manner.

- 35(f) The provisions of this clause shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

36 PROTECTION OF PERSONAL DATA

- 36(a) With respect to the Parties' rights and obligations under this Contract, the parties agree that the Council is the Data Controller and that the Service Provider is the Data Processor.
- 36(b) The Service Provider shall:
- 36(b)(i) Process the Personal Data only in accordance with the Data Protection Act 1998
 - 36(b)(ii) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body
 - 36(b)(iii) Implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected
 - 36(b)(iv) Take reasonable steps to ensure the reliability of any Service Provider Staff who have access to the Personal Data
 - 36(b)(v) Obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-Service Providers or agents for the provision of the Services.
 - 36(b)(vi) Ensure that all Service Provider Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause.
 - 36(b)(vii) The sharing of individual identifiable information between organisations for the provision of coordinated and seamless care must comply with the necessary statutory legal requirement and satisfy the Caldicott principles of safeguarding confidential information.
 - 36(b)(viii) Notify the Council (within five Working Days) if it receives:
 - a) a request from a Data Subject to have access to that person's Personal Data; or
 - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation.

- 36(b)(ix) Provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
 - a) providing the Council with full details of the complaint or request
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council)
 - d) providing the Council with any information requested by the Council
- 36(b)(x) Permit the Council (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Service Provider's data processing activities (and/or those of its agents, subsidiaries and Sub-Service Providers) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Contract.
- 36(b)(xi) Provide a written description of the technical and organisational methods employed by the Service Provider for processing Personal Data (within the timescales required by the Council).
- 36(b)(xii) Not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
 - a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
- 36(c) The Service Provider shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 36(d) The Service Provider shall ensure that its Staff, employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

37 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 37(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:
 - 37(a)(i) to review the integrity, confidentiality and security of the Council Data

- 37(a)(ii) to review the Service Provider's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services
- 37(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.
- 37(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:
 - 37(c)(i) all information requested by the Council within the permitted scope of the audit
 - 37(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
 - 37(c)(iii) access to Service Provider's Staff
- 37(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.
- 37(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.
- 37(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.
- 37(g) This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Contract which may be conducted as specified in this Contract.

38 CONTRACT STATUS AND TRANSPARENCY

- 38(a) The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 38(b) 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.
- 38(c) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Contract.

39 COUNTERPARTS

- 39(a) This Contract 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.
- 39(b) Transmission of the executed signature page of a counterpart of this Contract (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 Contract. 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.

IN WITNESS of which the parties hereto have executed this document on the above date

SCHEDULE 1
DIRECT PAYMENT SUPPORT SERVICE - SERVICE SPECIFICATION

1 SERVICE DESCRIPTION

- 1.1 The Service is the provision by the Service Provider of a flexible range of support for people who are considering or using Direct Payments as a means of provision of community care services.
- 1.2 The Council is looking for the Service to be provided in an innovative and flexible manner and it should not rely on face to face support only.
- 1.3 The Service could mainly be provided over the telephone, with additional 1:1 support with advertising and interviewing where appropriate. Alternative communication sources should be explored (to be discussed and agreed with the successful provider).
- 1.4 Assist the service user to secure emergency cover in the event of the Service User's support package breaking down which may involve close liaison with the appropriate social work team.
- 1.5 The Service Provider will discourage a dependence on the Service on a long term basis.

2 SERVICE OBJECTIVES

- 2.1 To provide each Service User with information on the range of services available in their local community that may meet their needs without cost, and those which may be purchased with a direct payment.
- 2.2 To assist Service Users to purchase the necessary services to meet their assessed need, for example identifying independent sector organisations that provide domiciliary care services, respite and day opportunities and negotiate contracted hours and hourly rates.
- 2.3 To provide Service Users with a breakdown of the costs of their support package taking into account any other funding and detailing hourly rates, tax, National Insurance and holiday pay.
- 2.4 To support Service Users to set up a separate bank account for the Direct payment to be paid into.
- 2.5 To liaise with the Council in facilitating the setting up of a direct payment and negotiating an appropriate start date between the Service User and the Council to ensure that payments are initiated.
- 2.6 To provide an introduction to new Service Users regarding "becoming an employer" and ensuring their familiarity and understanding of the responsibilities that this entails.
- 2.7 To provide on-going support to enable Service Users to become good employers.
- 2.8 To provide information and advice to Service Users on employment issues and legislation.

3 SERVICE ACTIVITY

- 3.1 Where a Service User chooses to employ a Personal Assistant the Service Provider will with the agreement of the Service User assist the Service User with recruitment and selection in line with best practice including assistance and advice with:
- 3.1.1 developing job specifications and job descriptions
 - 3.1.2 advertising
 - 3.1.3 acting as a contact point to allow the Service User anonymity
 - 3.1.4 sending out job descriptions and application forms
 - 3.1.5 forwarding returned application forms to the Service User
 - 3.1.6 setting up interviews for shortlisted applicants
 - 3.1.7 applying for references
 - 3.1.8 sending out job offers and rejection letters
 - 3.1.9 preparing employment contracts
 - 3.1.10 negotiating Personal Assistants' hours and rotas
 - 3.1.11 carrying out Disclosure and Barring checks
 - 3.1.12 good working practices
 - 3.1.13 understanding their responsibilities with respect to health and safety issues including risk assessments
 - 3.1.14 encouraging Service Users and Personal Assistants to establish peer support networks
 - 3.1.15 handling any dispute with their Personal Assistant or service provider and giving ongoing support in the employer/employee relationship.
- 3.2 The Service Provider will develop an 'employers' toolkit', which will be available in a written and electronic form, for easy reference purposes which will provide information on current legislation and employment issue including:
- 3.2.1 disciplinary procedures
 - 3.2.2 statutory sick and maternity pay
 - 3.2.3 health and safety
 - 3.2.4 arranging appropriate holiday cover
 - 3.2.5 managing sickness, maternity pay and redundancy issues
 - 3.2.6 payments
 - 3.2.7 making redundancy payments (where necessary).
- 3.3 The Service Provider will assist the Service User with finance and budgeting including assistance with:
- 3.3.1 structuring care packages within available finance
 - 3.3.2 utilising funding from different sources effectively in order to assist Service Users in managing their care arrangements

- 3.3.3 completion of financial monitoring forms from the Council
- 3.4 Service Users who as part of the Service receive help in managing and arranging their payments must be informed that they still retain ultimate control over their direct payments and how this is spent.
- 3.5 The Service Provider will ensure that:
 - 3.5.1 the Service is accessible to Service Users whatever their disability or impairment
 - 3.5.2 in all discussions and correspondence it is made clear that the Service Provider is acting on behalf of Service Users who will retain ultimate responsibility for any decisions
 - 3.5.3 evidence of help given to Service Users is recorded by maintaining a file on each individual which will include copies of all documentation and correspondence pertinent to the Service. All information will be held to be confidential subject to Contract Paragraph 5 in Schedule 2.
- 3.6 The Service Provider will set up and maintain an electronic Personal Assistant register which will include a list of all Personal Assistants currently working in or willing to work in Shropshire and include copies of their CV's and Disclosure and Barring status (where possible to do so – to be discussed and agreed with the successful provider). The Service Provider will work with any provider approved or commissioned by the Council to operate a list of Personal Assistants.
- 3.7 The Service Provider will provide Personal Assistants on the register with regular information and updates via the register of any courses they may be able to access and support groups available.
- 3.8 The Service Provider will support Service Users to choose a payroll provider.
- 3.9 The Service Provider will work in partnership with the Council's Personal Budget Support Planning Service.
- 3.10 The Service Provider will:
 - 3.10.1 keep up to date with national developments
 - 3.10.2 ensure that Service Users are aware of the Service Provider's complaints procedure and how to use it
 - 3.10.3 outline the respective roles and responsibilities of the Service User and the Service Provider
 - 3.10.4 ensure that the Service is current, accurate and reliable
 - 3.10.5 assist Service Users to undertake, where requested, relevant safeguarding checks on any prospective Personal Assistants. Disclosure and Barring checks are compulsory where children or young people would come into contact with the Personal Assistant.

- 3.11 The Service Provider will inform Service Users of the potential risks of choosing to make alternative arrangements, for example paying self-employed personal assistants, employing friends, choosing a provider who is not on the Council's list of contracted providers.

4 ACCESS TO THE SERVICE

- 4.1 The Service is available to Service Users who have been assessed under the Legislation as being eligible for the Service within the administrative area of Shropshire County Council (which does not include Telford and Wrekin).
- 4.2 The scope of the service will need to be flexible and innovative (to be discussed and agreed with the successful provider).
- 4.3 The core hours of the Service are 9.00 a.m. to 5.00 p.m. Monday to Thursday and 9.00 a.m to 4.30 p.m. Friday for 52 weeks of the year excluding Bank Holidays.
- 4.4 The Service Provider will establish publicise and maintain a contact telephone number. During out of hours times when the contact number is unstaffed a message taking service must be available e.g. by answerphone. Messages must be checked on a daily basis (Monday to Friday) and responded to within 1 Working Day. For emergency purposes the message on the answerphone must redirect the caller to the appropriate contact numbers of the Council's adult care directorate.

5 RIGHTS OF SERVICE USERS

Service Users have the right to:

- 5.1 be treated as individuals with unique needs
- 5.2 exercise personal independence and choice
- 5.3 have their personal dignity respected
- 5.4 have their cultural social religious and emotional needs respected
- 5.5 have access to all personal information held by the Service Provider
- 5.6 participate in formulating their own assessment of needs
- 5.7 participate in any reviews or re-assessment of their needs
- 5.8 receive a non-discriminatory service
- 5.9 receive assistance to maintain personal skills
- 5.10 have access to a formal complaints procedure
- 5.11 maintain their entitlements associated with citizenship
- 5.12 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 by means of an independent representative if necessary without fear of reprisal.

6 SERVICE OUTCOMES

The Service will enable Service Users to:

- 6.1 Meet their agreed outcomes as outlined in their individual support plans
- 6.2 Be informed and empowered to make their own decisions
- 6.3 Recruit, retain and successfully manage people if they choose to employ Personal Assistants
- 6.4 Increase their confidence and sense of control in how they are able to live their lives
- 6.5 Increase their independence and access to support in their local communities.

7 SERVICE OUTPUTS

The Service Provider will submit the following to the Council on a quarterly basis:

- 7.1 Number of referrals
- 7.2 Number of Service Users who have stopped receiving the Service
- 7.3 Number of Active Service Users by:
 - Age bands - 16-17, 18-64 , 65-74, 75-84, and 85 and over
 - Area team
 - Service User Group (Mental Health, Older People, Adults with a Learning Disability, People with a Sensory Impairment, Carers of Disabled Children, Adults with a Physical Disability, Drug and alcohol misusers, People with HIV/AIDs, Carers for Carers Services)
 - Ethnicity
- 7.4 Peer groups supported with number of members of each group
- 7.5 Number of Personal Assistants recruited.

SCHEDULE 1

THE SERVICE SPECIFICATION FOR PERSONAL BUDGET SUPPORT PLANNING SERVICE

1 INTRODUCTION

- 1.1 The Service is the provision of a flexible range of types of support for people who are assessed as eligible for support from Shropshire Council to explore different ways of planning their support and maintaining their independence in their local community.
- 1.2 The Service Provider will discourage a dependence on the Service on a long term basis in accordance with Shropshire's adult social care strategy.

2 SERVICE OBJECTIVES

- 2.1 To deliver a personal budget support planning service through peer support groups in the local community for those Service Users who have been assessed, and have eligible needs, and to explore various ways of meeting those needs including access to local community and voluntary resources and, where appropriate, using personal budgets in the form of Direct Payment or Individual Service Funds.
- 2.2 To provide Service Users with:
 - Information around options for using their Personal Budget
 - Guidance as to how to arrange the support that they have identified that they would benefit from and that would meet their needs.

3 SERVICE ACTIVITY

- 3.1 The Service Provider will:
 - 3.1.1 Contact Service Users referred to the service (or meet them if this is required) and their carers, supporters or agents as necessary (within agreed timescales).
 - 3.1.2 Provide information to Service Users around options for using their Personal Budget via a direct payment, an Individual Service Fund or a combination of these.
 - 3.1.3 Explain to the Service User, their carer, supporters or agent, the different methods of managing their Personal Budget (with supporting information and guidance).
 - 3.1.4 Answer any queries a Service User may have regarding their responsibilities when receiving a Personal Budget and refer them to appropriate Council officers where a Service User still needs further clarification.
 - 3.1.5 Provide access to a Personal Budget information toolkit, for reference purposes, which will includes signposting to sources of information such as the community directory and other local resources, the direct payment support provider, payroll providers and Her Majesty's Revenue and Customs.
 - 3.1.6 Explain to Service Users the associated conditions of choosing different options. During support planning sessions the following areas should be considered:

- The Direct Payment agreement/ Individual Service Fund agreement/Council managed funds
 - Setting up a bank account (and the money management options)
 - Keeping records for monitoring purposes
 - How they can / cannot use the Personal Budget
 - Who can support them to maintain and manage their Personal Budget
 - Safeguarding arrangements
 - Contingency planning (if their normal support arrangements breakdown).
- 3.1.7 Deliver the service through the setting up of peer-support sessions and supporting and training Service Users to lead as mentors. It is expected that volunteers will be recruited to help run the sessions and the Service Provider will reimburse volunteers for any reasonable expenses.
- 3.1.8 Deliver peer-support sessions within the local communities within Shropshire which allow additional support capacity within the service for the future. The sessions will focus on encouraging support planning to include the use of existing community resources and promoting communication networks.
- 3.1.9 Refer Service Users to the direct payment support Service Provider if they need to recruit staff and require payroll facilities.
- 3.2 Service Users will be:
- 3.2.1 Reminded to stay within or below their Personal Budget so that their expectations are not raised that this will be moderated up
- 3.2.2 Assisted to exercise realistic expectations when planning how to use their Personal Budget. Any plans to meet outcomes will remain within the financial limits of the Personal Budget. If this is proving difficult, then Service Users will be empowered to explore ways that their financial/staffing resources can be maximised (for example pooling payments with like-minded individuals, sharing personal assistants, using social capital) to achieve outcomes cost effectively.
- 3.3 Service Users who are not eligible for a Personal Budget will be encouraged to complete support plans that focus on support available in their local community and through the voluntary sector, therefore ensuring that their support plans are sustainable and focused on promoting the Service User's independence. The Service Provider will promote the use of the community directory and the various community hubs available across the county, and will also promote the relationships of like-minded Service Users, where they may be able to explore an activity together and develop informal peer groups, with individuals sharing the same interests, supporting one another.

4 ACCESS TO THE SERVICE

- 4.1 Service Users will be those who are assessed as eligible to receive a personal budget following the completion of an assessment of need by the Council.
- 4.2 The service will ordinarily be available between Monday and Friday each week, during normal office hours (9:00 – 17:30), but the Service needs to be flexible to meet the needs of Service Users and their families and/or representatives. The Service would not be provided during bank holidays and weekends.

5 RIGHTS OF SERVICE USERS

Service Users have the right to:

- 5.1 be treated as individuals with unique needs
- 5.2 exercise personal independence and choice
- 5.3 have their personal dignity respected
- 5.4 have their cultural social religious and emotional needs respected
- 5.5 have access to all personal information held by the Service Provider
- 5.6 participate in formulating their own assessment of needs
- 5.7 participate in any reviews or re-assessment of their needs
- 5.8 receive a non-discriminatory service
- 5.9 receive assistance to maintain personal skills
- 5.10 have access to a formal complaints procedure
- 5.11 maintain their entitlements associated with citizenship
- 5.12 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 by means of an independent representative if necessary without fear of reprisal

6 SERVICE OUTCOMES

The Service will enable Service Users to:

- 6.1 Meet their agreed outcomes as outlined in their individual support plans.
- 6.2 Be informed and empowered to make their own decisions should their circumstances or available resources change over time.
- 6.3 Increase their confidence and sense of control in how they are able to live their lives.
- 6.4 Attain the skills to manage their Personal Budget independently and safely.
- 6.5 Explore creative ways of using their Personal Budget to achieve better outcomes within or below the agreed available resource and access existing community resources to meet some of their assessed needs with a focus on increasing their independence.

7 SERVICE OUTPUTS

- 7.1 The Service Provider will maintain regular contact with area social work teams.
- 7.2 The Service Provider will submit to a nominated officer of the Council the following on a monthly basis:

- Number of support plans completed using non-cost services
- Number of support plans completed using less than the allocated personal budget
- Number of Service Users referred to peer support groups
- Good case examples
- Number of people contacted
- Number of 1:1 face to face contacts

8 REFERRALS

8.1 Referrals will be made:

- by Shropshire Council staff.
- by health staff within integrated services (for example community mental health teams)
- from a variety of sources – some may require a quicker response.

8.2 There is a potential for drop in referrals and self-referrals.

SCHEDULE TWO

SERVICE STANDARDS

1 GUIDING PRINCIPLES

- 1.1 The Council expects the Service to be provided in a manner that accords with the statement of principles set out below. These principles will need to be applied to the operation of the organisation, the working practises and the personnel procedures.
 - 1.1.1 The provision of a service in a manner that promotes and encourages the independence of the Service User and acknowledges their right to incur an acceptable degree of calculated risk.
 - 1.1.2 The provision of a service in a manner that offers confidentiality, respect dignity and privacy to the Service User.
 - 1.1.3 All Services should be provided in an anti-discriminatory and culturally sensitive manner and have due regard to race, culture, religion, language, gender, sexual orientation and disability.
 - 1.1.4 The confidentiality of any information gained about Service Users should be respected whilst ensuring that Staff are clear that they have a duty to share any concerns about Service Users' mental and physical welfare with their managers and other professionals involved in the Service Users support.
 - 1.1.5 Service Users are vulnerable and must be protected.
- 1.2 The Service Provider will sign up to Think Local Act Personal (Making it Real) and the Alzheimer's Society's programme Dementia Friendly Communities from commencement of Contract.

2 ADMINISTRATION

The Service Provider will supply information which the Council may request from time to time in order to comply with Department of Health or the Department for Communities and Local Government requirements.

3 COMPLAINTS

- 3.1 The Service Provider shall operate a complaints procedure which shall comply with basic principles of effective complaints systems such as being:
 - 3.1.1 easy to access and understand
 - 3.1.2 speedy – with fixed time limits for action and keeping people informed of progress.
 - 3.1.3 confidential to protect Staff and the complainant
 - 3.1.4 informative – providing information to management so that services can be improved
 - 3.1.5 fair – with a full procedure for investigations

- 3.1.6 effective – dealing with all points raised and providing suitable remedies
- 3.1.7 regularly monitored and audited – to make sure that it is effective and improved.
- 3.2 Where the Service Provider is subject to the supervision of a Registration Body which has made rules or issued instructions concerning the content or form of the Service Provider's complaints procedure the Service Provider shall act in compliance with any and all such rules or instructions of that Registration Body.
- 3.3 Whichever complaint system above is used the Service Provider shall ensure that:
 - 3.3.1 under no circumstances is a complaint investigated by a member of Staff who may be part of the complaint. The Service Provider will ensure that someone who is independent of the matter complained of carries out the investigation
 - 3.3.2 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Service Provider's investigation
 - 3.3.3 the Service Provider will ensure that it responds to the complainant within a maximum of 20 days of receiving the complaint.
- 3.4 Each party shall make its complaints procedure available to the other party on request.
- 3.5 The Service Provider shall ensure that all Staff are made aware of the procedure referred to in the preceding sub-clause and shall designate one employee to act as a complaints manager to whom a complaint may be referred should the complainant not be satisfied with the initial response to his complaint.
- 3.6 The Service Provider shall keep accurate and complete written records of all complaints received and the responses to them and if required to do so by a Council Officer shall make such records available to the Council.
- 3.7 A record of complaints made and action taken should be kept in accordance with the above in format as required by the Council and all such records shall be made available to the Council upon request.
- 3.8 Where the Council is investigating a complaint by a Service User the Service Provider is required to participate in all complaint investigations within the timescales requested by the Council.
- 3.9 Any complaint regarding possible physical, psychological, financial, sexual or discriminatory abuse or neglect should be reported to the First Point of Contact immediately (normally the first working day).
- 3.10 Where a complaint is made against a member of Staff this shall be investigated in accordance with the documented complaints procedure of the Service Provider. In all such cases the Service Provider shall notify the Council's Contracts Manager of any complaints

and actions taken in individual cases and the nature of the complaint if it is from a Service User.

4 USE OF CAR FOR WORK PURPOSES

- 4.1 Staff using their cars for work purposes must ensure that they comply with all road traffic regulation and have appropriate insurance class for business use. A copy of the insurance certificate will be kept of the Staff member's file and will be available for inspection.
- 4.2 Business related Staff travel and transport costs will be the responsibility of the Service Provider as part of the Service.
- 4.3 Vehicles used by Staff to transport the Service Users should carry appropriate insurance and be regularly serviced and any concerns about roadworthiness and safety reported to the Service Provider's Manager.
- 4.4 Staff who use their cars to transport Service Users must:-
 - Declare any driving convictions
 - Be authorised by the Service Provider
 - Hold a current driving licence appropriate for the vehicle driven

5 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 and the language used on the records must be both appropriate and professional:
 - 5.2.1 name, address, date of birth
 - 5.2.2 gender, ethnic origin
 - 5.2.3 any other information necessary for providing the Service and as required by the Council
- 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 Disclosure and Barring Service check 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 or purchasing healthcare professionals 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 confidential and security training needs are 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
 - 5.5.9 flows of Service User information are reviewed.
 - 5.5.10 information collections have a named owner (member of Staff) who is responsible for protecting access.
 - 5.5.11 confidential information on Service Users is safeguarded so that unauthorised people do not gain access to it.
 - 5.5.12 protocols governing the sharing of Service User information with other organisations is agreed and understood.
 - 5.5.13 a named individual is appointed who will have responsibility for data security.

5.5.14 it has a programme to review typical risks regarding Service Users identifiable information.

5.5.15 incidents involving security breaches are anticipated and dealt with appropriately.

5.5.16 security issues are monitored and reported.

5.5.17 passwords are used to safeguard information held on computer regarding the Service.

5.5.18 only authorised persons have access to information and only if they need it to carry out their roles.

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.

6 QUALITY ASSURANCE

6.1 The Service Provider must be able to demonstrate to the Council that it has a commitment to quality services and must allow officers of the Council access to all records for the purpose of monitoring and complaint investigation at all times.

6.2 The Service Provider must have systems which enable it to:

- check on whether it is delivering the promised service
- check on whether it is doing this efficiently and effectively
- check on whether Staff are provided with a safe system of work
- check whether the Service is being delivered in a way which takes account of the Service User's needs and preferences and the Guiding Principles outlined in Paragraph 1 of this Schedule
- check to ensure that all records are up to date
- provide information to the Council on the above

7 RECRUITMENT AND SELECTION

7.1 The Service Provider must inform Staff that the Council reserves the right to view their Staff records.

7.2 The Service Provider shall at all times during the period of this Contract 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 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.

- 7.4 The Service Provider will ensure that:
- 7.4.1 There is a clear written job description and employee specification for all Staff.
 - 7.4.2 Job applications are in Writing and describe previous experience, training, full employment history since leaving school and explain the reason for leaving and any gaps in employment.
 - 7.4.3 Candidates selected for possible appointment are interviewed and two satisfactory written references are obtained, one of which must be from their current or last employer and from a previous employer from the care sector where applicable. Provision must be made for references to be taken from all previous employers if required. References should ask reasons for leaving, whether the employers providing the reference would offer re-employment and whether any disciplinary investigations have been undertaken and why.
 - 7.4.4 References are received and checked before employment commences, including the authenticity of the reference.
 - 7.4.5 Job applicants make a written declaration of previous convictions and disqualifying conditions and provide information of any other name by which they have been known.
 - 7.4.6 Recruitment procedures are in accordance with clause 34 of this Contract (Safeguarding)
 - 7.4.7 The identity of all Staff is verified prior to employment using an official document.
 - 7.4.8 The authenticity of qualifications is checked prior to employment.
 - 7.4.9 Staff are provided with information about their conditions of employment.
 - 7.4.10 All Staff make a written undertaking in respect of confidentiality.
 - 7.4.11 All new Staff are 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.

8 INDUCTION AND TRAINING

- 8.1 All Staff will undertake a thorough and fully documented induction training programme which will be made available to the Council upon request which will include:
- 8.1.1 A programme introducing Staff to the organisation its policies procedures and standards
 - 8.1.2 Confidentiality and security of Service User information and access to information
 - 8.1.3 Safeguarding
 - 8.1.4 Equal opportunities
 - 8.1.5 Health and Safety
 - 8.1.6 Working practices and how the organisation's policies procedures and standards

apply to a day on a day basis

8.1.7 Ensuring that Staff have an understanding of the personalisation agenda in Shropshire

8.1.8 Training in employment legislation (Service 1)

8.1.8 Training in support planning (Service 2)

8.2 The Manager of the Service will undertake regular appraisals of Staff performance and training needs.

8.3 The Service Provider should ensure that Staff clearly understand the professional boundaries of their contract with Service Users.

8.4 The Service Provider will ensure that all staff know that it is not acceptable for there to be a relationship between staff and service users either physical or financial or that could be perceived as being of an exploitative nature and this should be viewed as a disciplinary matter.

9 STAFF IDENTIFICATION

9.1 All Staff must be provided with identification which must be issued to Staff prior to attending any Service Users. This should:

- include a photograph
- be large enough to be easily identified by someone with visual impairment

9.2 Staff must ensure that identification is shown each time that they visit a Service User for the first time and must ensure that it is available to be shown upon request.

10 MONITORING

10.1 The Service Provider shall co-operate with the Council and shall comply with all reasonable requests from the Council to allow monitoring and evaluation of the effective provision of the Service by the Service Provider which shall include the recruitment and selection of Staff, training and induction and adherence to policies and procedures and statutory legislation.

10.2 Without prejudice to the generality of the foregoing the Service Provider shall permit Council officers at all reasonable times to inspect or witness the Service Provider's provision of the Service for the purpose of monitoring the Service Provider's performance of its obligations under this Contract. The Council will have careful regard to the nature of the Service provided and shall when on premises controlled by the Service Provider respect the Service Provider's rules as to security, health and safety.

10.3 The Service may be monitored by an inspection of the Service if required by the Council from time to time.

SIGNED by)
authorised signatory on behalf of)
SHROPSHIRE COUNCIL)

SIGNED by)
authorised signatory on behalf of)
SHROPSHIRE COUNCIL)

SIGNED by)
authorised signatory on behalf of)
the SERVICE PROVIDER)

Name.....

Position in Organisation.....

DRAFT



Tender Response Document

**DMC010 - FOR THE PROVISION OF A
DIRECT PAYMENT SUPPORT SERVICE / A
PERSONAL BUDGET SUPPORT PLANNING
SERVICE**

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

The provision of:

- Service 1 - A Direct Payment Support Service
- Service 2 - A Personal Budget Support planning Service

Each service will need to be delivered on a county wide basis.

The contracts for both services will be for an initial period of 3 years commencing on 1st February 2014 with the option to extend for a further period of up to 2 years.

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 and require further clarification, please contact [REDACTED] Procurement Manager, Commissioning & Procurement, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND via email quoting the contract reference and title to procurement@shropshire.gov.uk.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed:
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	7
A2	Non-Canvassing Certificate	8
A3	Non-Collusive Tendering Certificate	9
A4	Declaration of Connection with Officers or Elected Members of the Council	10
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	11

C	Financial & Insurance Information	13
D	Outstanding Claims & Contract Terminations	14
E	Health & Safety and Equal Opportunities	15
F	Contract Experience and References and Ability to Provide Service in Shropshire	21
G	Accreditations and Skills Level	23
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Award Criteria

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

Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, 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 / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References and Ability to provide the service from the commencement of contract.
Section G / Q 1	Adequate Accreditations and Skills Level

Section C Financial viability: Responses will be analysed and evaluated by the Authority's Audit section

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.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

Award Criteria – Weighted Marked Questions

The Council wishes to operate two services as described in the Form of Contract Schedules 1 Service 1 and Service 2. Tenderers should refer to these Schedules and should complete either the questions in Tender Response 1 or Tender Response 2 under Section H at the end of this document. Tenderers should complete questions in both Tender Responses if tendering for both services.

Each service will need to be delivered on a county wide basis.

The available budget for these services is as follows:

1. Service 1 - A Direct Payment Support Service - £100,000 per annum for the delivery of the proposed service
2. Service 2 – A Personal Budget Support Planning Service - £64,000 per annum for the delivery of the proposed service.

The Council reserves the right to redistribute a small amount funding between these services prior to award of contract but after negotiation with the preferred provider/s if it is felt necessary to do so.

The contracts for both services will be for an initial period of three years commencing on 1st February 2014 with the option to extend for a further period of up to two years.

Tenders will also be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. Shortlisted tenderers may be invited to meet with officers of the Council on 2nd October 2013 to present their tenders in more detail and clarify any questions relating to their tender. The following award criteria shows how each criteria is to be weighted.

Service 1 - Direct Payment Support Service

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 35% (350 marks)		
Section H / Q 1.1	Price – number of active service users supported	35% / 350 max marks
Total for price		35% / 350 max marks
Quality 65% (650 marks)		
Section H / Q 2.1	Ability to deliver a high quality service	15% / 150 max marks
Section H / Q 2.2	Ability to deliver an efficient, innovative and value for money service (for example social value)	15% / 150 max marks
Section H / Q 2.3a & 2.3b	Ability to deliver against outcomes of the service	20% / 200 max marks

Section H / Q 2.4	Effective and innovative methods for recruiting personal assistants	10%/ 100 max marks
Section H / Q 2.5	Ability to set up and maintain a personal assistant register	5%/ 50 max marks
Total for quality		65% / 650 max marks

Service 2 – Personal Budget Support Planning Service

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 35% (350 marks)		
Section H / Q 3.1	Price – number of active service users supported	35% / 350 max marks
Total for price		35% / 350 max marks
Quality 65% (650 marks)		
Section H / Q 4.1	Ability to assist service users to develop creative support plans	20% / 200 max marks
Section H / Q 4.2	Innovative service delivery plans	20% / 200 max marks
Section H / Q 4.3	Ability to reduce service users' reliance on statutory services	15% / 150 max marks
<p>After the above criteria has been marked a short-list of 3 tenderers will be agreed</p> <p>Short-listed tenderers will be invited to interview and given additional marks from the 100 marks shown below. This will then be added to calculate a final score and identify a winning tenderer.</p>		
Separate Assessment	Response to Case Study at interview	10% / 100 max marks
Total for quality		65% / 650 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
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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 mark for quality overall for each service will receive the full % available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being **350 for Service 1 and 350 for Service 2. 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.

Service 1

Section H – Q 1.1

The tender with the lowest nominal average price totalled over 3 years will receive the maximum mark for price being 350.

Tenders with higher nominal averages will receive a % of the maximum mark that represents the difference in cost between that tender and the lowest nominal average priced tender.

Service 2**Section H – Q 2.1**

The tender with the lowest nominal average price totalled over 3 years will receive the maximum mark for price being 350.

Tenders with higher nominal averages will receive a % of the maximum mark that represents the difference in cost between that tender and the lowest nominal average priced tender.

Section A:

1. Form of Tender

Form of Tender

Shropshire Council

Tender for the provision of a Direct Payment Support Service/Personal Budget Support Planning Service (delete as applicable)

We confirm that this, our tender, represents an offer to Shropshire Council for Service 1 and for Service 2 (delete Service 1 or Service 2 if you are only applying for one of the two services) that if accepted in whole, or in part, will create a binding contract for the supply/provision of a Direct Payment Support Service/Personal Budget Support Planning Service (delete as applicable) at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions contained in the Form of Contract, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

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 or 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.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

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

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

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

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

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

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

Yes / No

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section B: **Applicant Organisation Details**

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Address: Postcode: Tel: Email:	
1.2	Registered name (if different from above): Registered Office Address: Postcode: Company registration number:	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: Correspondence Address: Postcode: Tel: Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>

(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES/NO</p> <p>YES/NO</p>

2.	Company History/Background	
2.1	Date Company established:	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	<p>How many years has your company been operating?</p> <p>..... years</p>	
2.5	Total number of employees: _____	
2.6	<p>Total number of employees engaged solely in the provision of</p> <p>a) a Direct Payment Support service _____</p> <p>b) a Personal Budget Support Planning service_____</p>	

Section C: **Financial & Insurance Information**

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of the relevant pages of your schedule of insurance or a letter from your insurers duly signed	Enclosed YES/NO

	as authentic copies of the originals to demonstrate 1.1 and 1.2 above																					
2.	Financial Details																					
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																					
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. (Please insert figures – do not refer to attached accounts)</p> <p>Also provide copies of your last 3 years audited accounts.</p> <p>If audited accounts are not available please provide copies of your management accounts</p> <table border="1" style="width: 100%;"> <thead> <tr> <th colspan="3"><u>Company</u></th> <th>Accounts Enclosed</th> </tr> <tr> <th><u>Year</u></th> <th><u>Turnover</u></th> <th><u>Profit(Loss)</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>2010/11</td> <td>£.....</td> <td>£.....</td> <td>YES/NO</td> </tr> <tr> <td>2011/12</td> <td>£.....</td> <td>£.....</td> <td>YES/NO</td> </tr> <tr> <td>2012/13</td> <td>£.....</td> <td>£.....</td> <td>YES/NO</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>		<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2010/11	£.....	£.....	YES/NO	2011/12	£.....	£.....	YES/NO	2012/13	£.....	£.....	YES/NO
<u>Company</u>			Accounts Enclosed																			
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																				
2010/11	£.....	£.....	YES/NO																			
2011/12	£.....	£.....	YES/NO																			
2012/13	£.....	£.....	YES/NO																			

Section D:

Outstanding Claims and Contract Terminations

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO
1.2	If YES to 1.1 please provide further details.	

2.	Contract Terminations/Deductions
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.

Section E: **Health & Safety and Equal Opportunities**

1.	Health & Safety at Work
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p>

	Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input type="checkbox"/></p>	YES/NO
1.2	Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?	YES/NO
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></p>	
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	YES/NO
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES/NO
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)	
1.8	Do you have a health and safety training programme for employees?	YES/NO
1.9	If YES to 1.8 please state what training has been given.	

1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO						
1.11	Does your company have a recognised health & safety management system? Please give details below:	YES/NO						
1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td style="width: 50%;">No. of accidents reported under RIDDOR last year</td> <td style="width: 50%;"></td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td></td> </tr> </tbody> </table>		Total		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year	
Total								
No. of accidents reported under RIDDOR last year								
No. of accidents reported under RIDDOR this year								
1.13	Does your company consult with employees on health and safety? If YES, please give details below.	YES/NO						
1.14	Will you be using any sub contractors as part of this contract?	YES/NO						
1.15	If YES to 1.14 please give details of who your sub contractors are.							
1.16	If YES to 1.14 how do you ensure they are competent?							

1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i> http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one</p>	<p>Enclosed YES/NO</p>

	<p>group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <p>- UK/EU equalities and discrimination legislation includes:-</p> <p>- Human Rights Act 1998</p> <p>- Equality Act 2010</p>	
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <p>Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010;</p> <p>Advance equality of opportunity between those who share protected characteristics and those who do not;</p> <p>Foster good relations between those who share protected characteristics and those who do not.</p> <p>How do you promote equality towards both service users and employees as part of your operations?</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	YES/NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</p> <p>Is your policy on equality and diversity set out?</p>	YES/NO

	<p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input type="checkbox"/></p>	<p>YES/NO</p> <p>YES/NO</p>
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p>	
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age? Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p>	
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p>Confirmed</p>	<p>YES/NO</p>

Section F:
Contract Experience, References and Ability to Provide the Service from Commencement of Contract

1.	Contract Experience and References				
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	Name of Organisation/Company	Contact Name & Address & email address where known	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this service/these services. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for this service, as well as demonstrating your current ability or proposed future ability from commencement of contract to deliver the service specifically in the administrative area of Shropshire.</p>

Section G: **Accreditations and Skills Level**

1.	Accreditations				
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal	
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/NO
1.2	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates for example relevant ISO equivalent or EU Equivalent.</p>				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/ Renewal
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES/NO

Section H: **Tender Schedule**

Service 1- Direct Payment Support Service

Please detail your answers on a separate sheet where necessary clearly marking the sheet with the appropriate Section H question number.

1.	Pricing Schedule – Service 1														
1.1	<p>Please complete the table below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 30%;">Funding from Shropshire Council</th> <th style="width: 40%;">Estimated number of active service users (see form of contract for definition) who can be supported</th> <th style="width: 30%;">Nominal average (£) per service user:</th> </tr> </thead> <tbody> <tr> <td>Year 1- £100,000</td> <td></td> <td>£</td> </tr> <tr> <td>Year 2 - £100,000</td> <td></td> <td>£</td> </tr> <tr> <td>Year 3 - £100,000</td> <td></td> <td>£</td> </tr> </tbody> </table> <p style="margin-top: 10px;">(This question is weighted 35% and worth 350 marks)</p>			Funding from Shropshire Council	Estimated number of active service users (see form of contract for definition) who can be supported	Nominal average (£) per service user:	Year 1- £100,000		£	Year 2 - £100,000		£	Year 3 - £100,000		£
Funding from Shropshire Council	Estimated number of active service users (see form of contract for definition) who can be supported	Nominal average (£) per service user:													
Year 1- £100,000		£													
Year 2 - £100,000		£													
Year 3 - £100,000		£													
2.0	Quality Response – Service 1														
2.1	<p>Please detail how you would ensure that your organisation delivers a high quality service to meet the objectives set out in Schedule 1 Paragraph 2 of the Service Specification – Service Objectives.</p> <p style="margin-top: 20px;">(This question is weighted 15% and worth 150 marks)</p>														
2.2	<p>What innovative methods of support will you utilise to provide an efficient, effective and value for money service that is not reliant on traditional methods.</p> <p style="margin-top: 20px;">(This question is weighted 15% and worth 150 marks)</p>														
2.3a	<p>Please detail how would you ensure that you deliver against service outcomes as set out in Schedule 1 Paragraphs 6.1 to 6.3 of the Service Specification</p> <p style="margin-top: 20px;">(This question is weighted 10% and worth 100 marks)</p>														

2.3b	<p>Please detail how would you ensure that you deliver against service outcomes as set out in Schedule 1 Paragraphs 6.4 to 6.5 of the Service Specification</p> <p>(This question is weighted 10% and worth 100 marks)</p>
2.4	<p>Please detail your recruitment proposals for personal assistants which need to be innovative and effective to ensure that service users have choice and flexibility with the support that they are purchasing.</p> <p>(This question is weighted 10% and worth 100 marks)</p>
2.5	<p>Please detail how you would set up and maintain a personal assistant register for people in Shropshire.</p> <p>(This question is weighted 5% and worth 50 marks)</p>

Service 2 – Personal Budget Support Planning Service

Please detail your answers on a separate sheet where necessary clearly marking the sheet with the appropriate Section H question number.

3.0	Pricing Schedule – Service 2												
3.1	<p>Please complete the table below:</p> <table border="1"> <thead> <tr> <th>Funding from Shropshire Council</th><th>Estimated number of active service users (see form of contract for definition) who can be supported</th><th>Nominal average (£) per service user: Divide Shropshire Council funding by estimated number of service users</th></tr> </thead> <tbody> <tr> <td>Year 1 - £64,000</td><td></td><td>£</td></tr> <tr> <td>Year 2 - £64,000</td><td></td><td>£</td></tr> <tr> <td>Year 3 - £64,000</td><td></td><td>£</td></tr> </tbody> </table> <p>(This question is weighted 35% and worth 350 marks)</p>	Funding from Shropshire Council	Estimated number of active service users (see form of contract for definition) who can be supported	Nominal average (£) per service user: Divide Shropshire Council funding by estimated number of service users	Year 1 - £64,000		£	Year 2 - £64,000		£	Year 3 - £64,000		£
Funding from Shropshire Council	Estimated number of active service users (see form of contract for definition) who can be supported	Nominal average (£) per service user: Divide Shropshire Council funding by estimated number of service users											
Year 1 - £64,000		£											
Year 2 - £64,000		£											
Year 3 - £64,000		£											
4.0	Quality Response – Service 2												
4.1	<p>Please detail how you would assist service users to develop creative support plans to ensure that you deliver against the service outcome as set out in Schedule 1 Paragraph 6.5 of the Service Specification.</p> <p>(This question is weighted 20% and worth 200 marks)</p>												
4.2	<p>Please detail how you would deliver an innovative and creative service in order to meet the needs of as many service users in Shropshire as possible.</p> <p>(This question is weighted 20% and worth 200 marks)</p>												
4.3	<p>Please detail how you would ensure that the work you are doing with service users focuses on increasing their confidence and independence.</p> <p>(This question is weighted 15% and worth 150 marks)</p>												

**DMC 010 – DIRECT PAYMENT SUPPORT SERVICE / PERSONAL
BUDGET SUPPORT PLANNING SERVICE**

Confidentiality Undertaking Regarding TUPE

[Date] 2013

[NAME]

Your ref: *

Our ref: *

Dear [REDACTED]

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

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

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

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

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

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

DATED THIS DAY OF

Signature (as in Form of Tender)

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

Please return to procurement@shropshire.gov.uk

People 2 People CIC
Unit 1 Radbrook Professional Centre
Bank Fram Road
Shrewsbury
SY3 6DU
[REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 11th October 2013

Dear Sirs

**DMC 010 – SERVICE 2 – FOR THE PROVISION OF A PERSONAL BUDGET SUPPORT
PLANNING SERVICE
FOR AN INITIAL PERIOD OF 3 YEARS COMMENCING ON 1ST FEBRUARY 2014 WITH
THE OPTION TO EXTEND FOR A FURTHER PERIOD OF UP TO 2 YEARS**

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the “Regulations”).

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed contract as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 21st October 2013.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the contract after the expiry of the standstill period.

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 65% and price for 35% of the total marks.

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

Criteria	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 5 tenders received)
Price (out of 350 marks)	[REDACTED]	[REDACTED]	[REDACTED]
Quality (out of 650 marks)	[REDACTED]	[REDACTED]	[REDACTED]
Overall	[REDACTED]	[REDACTED]	[REDACTED]

personal info

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

Yours faithfully



POhWER
Hertlands House
Primett Road
Stevenage
Hertfordshire
SG1 3EE
[REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

Date: 11th October 2013

Dear Sirs

**DMC 010 – SERVICE 1 - FOR THE PROVISION OF A DIRECT PAYMENT SUPPORT SERVICE
FOR AN INITIAL PERIOD OF 3 YEARS COMMENCING ON 1ST FEBRUARY 2014 WITH
THE OPTION TO EXTEND FOR A FURTHER PERIOD OF UP TO 2 YEARS**

SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to Regulation 32 of The Public Contracts Regulations 2006 (the “Regulations”).

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer to form part of the above proposed contract as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on 21st October 2013.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the contract after the expiry of the standstill period.

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 65% and price for 35% of the total marks.

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

Criteria	Your Score	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 3 tenders received)
Price (out of 350 marks)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Quality (out of 650 marks)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Overall	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

personal info

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

Yours faithfully

