



TENDER NOTICE

EMC 006 – COMMUNITY LIVING SERVICE

Applicants are invited to tender for the provision of a Community Living Service to Shropshire Council for a period of up to five years (with an option to extend for a further two years) commencing on 01st April 2014.

The contract consists of the provision of domiciliary care and supported living services to a number of adults with learning disabilities in Shropshire.

If you wish to receive tender documents, please email or write as soon as possible to procurement@shropshire.gov.uk quoting reference EMC 006.

The deadline for the return of completed questionnaires is **12 noon Wednesday 11th December.**

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.



As per email

Tel: (01743) 252993

Fax: (01743) 255901

Email: procurement@shropshire.gov.uk

Dear Sirs

**EMC 006 – Community Living Service
SHROPSHIRE COUNCIL**

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

1. Instructions to Tenderers
2. Form of Contract & Specification
3. Tender Response Document
4. Project Details for each Lot
5. TUPE Confidentiality Letter
6. Return Label

Tenders should be made on the enclosed Tender Specification and 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 Wednesday 11th December**, 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

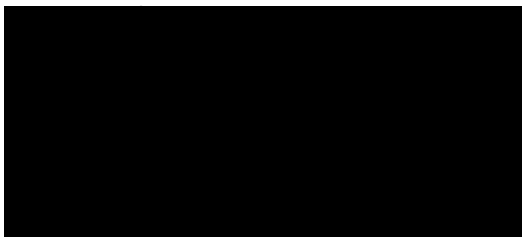
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises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



procurement@shropshire.gov.uk

Tel: 01743 252993

Enc

Dated

2014

**PRE-SERVICE CONTRACT FOR SUPPORTED LIVING SERVICES TO PEOPLE WITH A
LEARNING DISABILITY**

BETWEEN

SHROPSHIRE COUNCIL

And

XXXXXXX

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Council Data	<p>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:</p> <p>(a) supplied to the Service Provider by or on behalf of the Council; or which the Service Provider is required to generate, process, store or transmit pursuant to this Agreement; or</p> <p>(b) any Personal Data for which the Council is the Data Controller</p>
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	<p>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</p>
Data Processor	shall have the same meaning as set out in the Data Protection Act 1998
EIR	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
Employment Checks	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, disclosure and barring checks and occupational health checks

Exempt Information	any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
Expiry date	31.03.19 (to be reviewed and extended at this time if necessary in accordance with the extension to any ICC in place)
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 Agreement
FOIA Notice	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
Individual Care Contract (ICC)	the order for the Service to be provided detailing the commencement date costs of the service and a Property (an example is appended to this Contract for the tenderer's information)
the Legislation	The National Health and Community Care Act 1990 and the Health and Social Care Act 2008 and the Chronically Sick and Disabled Persons Act 1972
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
Notice	a written communication issued in accordance with clause 9 of the Agreement

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 any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act;</p> <p>(ii) under legislation creating offences concerning fraudulent acts;</p> <p>(iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or</p> <p>(d) defrauding, attempting to defraud or conspiring to defraud the Council.</p>
Receiving Party	means a party to this Agreement 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
the Service	the service described in the Specification
Staff	those persons paid or unpaid who deliver the Service on behalf of the Service Provider including a Sub-Contractor
the Specification	the specification contained in the Schedules to this Agreement
Sub-Contract	any contract or agreement, or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof
Sub-Contractor	the third parties that enter into a Sub-Contract with the Service Provider
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 Agreement 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 the support and community care of the Service Users

(B) The Council has caused to be prepared a detailed Specification in respect of support and community care services for Service Users

(C) This Contract shall be to provide the Service in accordance with the Service Specification and the requirements of the ICC

1 CONTRACT AND TERM

- 1(a) In consideration of the Payments the Service Provider will provide to the Service Users the Service in accordance with the terms of this Contract.
- 1(b) This Contract shall commence on the Commencement Date for the period up to the Expiry Date subject to Clauses 10 Breach and 13 Extension and Termination and in accordance with the terms of this Contract.

2 PAYMENT

- 2(a) The payment for the Service provided at a Property will be detailed in the ICC.
- 2(b) Payments will be made in accordance with the Council's four weekly schedule of payments which the Service Provider will be notified of at the commencement of payment and which shall be two weekly in advance and two weekly in arrears. If the Council fails to make any payment due to the Service Provider under this agreement within 30 days following the due date for payment of an undisputed amount, then the Council shall pay interest on the overdue amount from the 31st day following the due date 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.
- 2(c) In the event of a new Service User being referred to the Service by the Council in agreement with the Service Provider or in the case of a significant change in need of an existing Service User the Council and the Service Provider shall negotiate any adjustment either in respect of an increase or decrease in funding and a variation to the ICC will be carried out in accordance with clause 4.
- 2(d) On the occasions when Service Users are temporarily absent with reasonable notice from the Property and there is no requirement for Staff to provide support the Service Provider shall for the duration of their absence bank the hours which were scheduled and utilise such hours at a later date for occasions when Service Users require one to one staff support for any of the following reasons:
 - 2(d)(i) cancellation of day support
 - 2(d)(ii) upon reasonable request from the day service for support to return home
 - 2(d)(iii) sickness of the Service User who needs to remain at home
 - 2(d)(iv) the Service User requires hospital or medical visit support
 - 2(d)(v) a leisure activity
 - 2(d)(vi) a holiday away from the Property for up to a maximum of one week per year per Service User and the costs of travel accommodation and activities undertaken on the holiday shall be funded by the Service User
 - 2(d)(vii) where a member of staff is required to be present at the Property for essential maintenance or repairs.

- 2(e) The Service Provider will inform the Council of the up to date number of banked hours upon request.
- 2(f) In the event of the absence of a Service User from the Property due to hospitalisation or some other circumstance or in the event of a Service User remaining at the Property due to sickness during periods when they would normally be at a day centre or elsewhere and where there are no banked hours available the Service Provider shall immediately notify the Care Manager and an adjustment to the Payments may be negotiated either by way of an increase or a decrease in order to offset either of the party's costs.
- 2(g) Where a Service User is required to attend hospital and becomes an in-patient the Service Provider should inform the Care Manager immediately and the Service Provider may be required to provide Staff to cover the period of hospitalisation to attend to the day to day needs of the Service User PROVIDED that this will not in any way derogate from the hospital's duty of care in respect of the Service User.
- 2(h) The Service Provider shall unless otherwise agreed with the Council at the commencement of an ICC arrange for each of the Service Users to take 7 days of holiday away from the Property in each calendar year and the costs shall be included in the Payments unless otherwise agreed between the parties and the costs of travel accommodation and activities undertaken on the holiday shall be funded by the Service User.
- 2(i) If the Council fails to make any payment due to the Service Provider under this agreement by 21 days following 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 Agreement 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)(vi) 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)(v) the Council's policy "Speaking up About Wrongdoing"
 - 3(b)(vi) the Data Protection Act 1998
 - 3(b)(vii) 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)(viii) the principles of Best Value
 - 3(b)(ix) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance.
 - 3(b)(x) before the Contractor engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Contractor must without limitation, complete the Employment Checks and any other checks required by the Disclosure and Barring Service.
- 3 (c) The Service Provider shall appoint a Service Provider Representative(s) to act in the name of the Service Provider for the purposes of this Contract and:-
- 3(c)(i) The Service Provider shall notify the Council in writing of the names and job titles of the authorised Service Provider Representative(s) and shall also notify the Council of any replacement Service Provider Representative(s) or if any person ceases to be the Service Provider Representative(s) within seven days of such replacement or cessation.
- 3(d) If for any reason the Service Provider is unable to comply with any of its obligations under this Agreement it shall notify the Council's Contracts Manager 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(e) The Service Provider warrants that the signing of this Agreement and any ICC on its behalf has been validly authorised and the obligations expressed as being assumed

by the Service Provider under this Agreement and any ICC 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 and any ICC 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 or the ICC 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 in consultation with SPIC annually.
- 5(b) Following such review the Council may increase the fee payable to the Service Provider to take effect from the first Monday in April each year and such reviewed charge shall be notified to the Service Provider and shall be deemed to vary the agreed rate for the ICC accordingly.
- 5(c) Should any payment review not be concluded by the first Monday in April then the Payment for the preceding Financial Year shall remain in full force until such time as any revised Payment is agreed.
- 5(d) An agreed revised Payment submitted in accordance with 5(b) above shall be back-dated to that date.

6 VAT

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

7 AGENCY

- 7(a) The Service Provider is an independent contractor and nothing in this 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 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 for the purposes of the 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 Agreement or required by any Act of Parliament any instrument rule or order made under any Act of Parliament or any regulation or by-law of any local authority which may have jurisdiction in respect of the Service Provider.
- 9(b) Any Notice under this Agreement (with the exception of Notices issued in accordance with clauses 10, 11(e) and 13(b) of this Agreement) 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 deliveryNotices 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 Agreement must be sent to the Service Provider's Registered Manager.
- 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 his 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 his obligations under this Contract without the prior written consent of the Council
 - 10(b)(iii) If the Service Provider was convicted of any offence the effect of which under the provisions of any legislation would prevent the Council from contracting with him or maintaining any existing contractual relationship
 - 10(b)(iv) If the Service Provider is issued with a notice from the Health and Safety Executive or Registration Body prohibiting it from operating

11 PREVENTION OF BRIBERY

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

- 11(b) The Service Provider shall:
- 11(b)(i) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
 - 11(b)(ii) the Service Provider shall, within 10 Working Days of a request from the Council, certify to the Council in Writing (such certification to be signed by an officer of the Service Provider) the Service Provider's compliance with this clause 11 and provide such supporting evidence of compliance with this clause 11 by the Service Provider as the Council may reasonably request.
- 11(c) If any breach of clause 11 is suspected or known, the Service Provider must notify the Council immediately.
- 11(d) If the Service Provider notifies the Council that it suspects or knows that there may be a breach of clause 11(a), the Service Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.
- 11(e) The Council may terminate this Agreement by written notice with immediate effect, and recover from the Service Provider the amount of any loss directly resulting from the cancellation, if the Service Provider or Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11(a). At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 11(e), the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by an employee, Sub-Contractor or supplier not acting independently of the Service Provider. The expression "not acting independently of" (when used in relation to the Service Provider or a Sub-Contractor) means and shall be construed as acting:
- 11(e)(i) with the authority; or,
 - 11(e)(ii) with the actual knowledge;
 - of any one or more of the directors of the Service Provider or the Sub-Contractor (as the case may be); or
 - 11(e)(iii) in circumstances where any one or more of the directors of the Service Provider ought reasonably to have had knowledge.
- 11(f) Any notice of termination under clause 11(e) must specify:
- 11(f)(i) the nature of the Prohibited Act;

- 11(f)(ii) the identity of the party whom the Council believes has committed the Prohibited Act; and
- 11(f)(iii) the date on which this Agreement will terminate.
- 11(g) Despite clause 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 Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum of £5,000,000 (FIVE MILLION POUNDS) cover. In respect of death or personal injury due to negligence liability will be unlimited.
- 12(b) 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(c) If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by this Agreement 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 and should 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 or an ICC may be terminated prior to the Expiry Date in the following circumstances:-

- 13(a)(i) by either the Council or the Service Provider upon giving 3 months' Notice in Writing to the other Party
 - 13(a)(ii) by the Council giving the Service Provider written notice to terminate if, in the reasonable opinion of the Council as a result of any investigations undertaken in accordance with its safeguarding procedures, it considers there is or has been any improper conduct on the part of the Service Provider or its Staff to the effect that it is no longer practicable for the Council to maintain a satisfactory or viable relationship with the Service Provider. Improper conduct includes any unlawful or fraudulent act or any action which the Council considers to be to the detriment of the welfare of any Service User either by action or neglect.
 - 13(a)(iii) in accordance with clause 10 (Breach) or Clause 11 (Prevention of Bribery)
 - 13(a)(iv) if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days
 - 13(a)(v) the Service Provider ceases to carry on its business or substantially the whole of its business
 - 13(a)(vi) either Party commits a material breach of this Contract which cannot be remedied under any circumstances.
- 13(c) In the event of this Contract or an ICC being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 Payments will cease no further Payments will be made and the Service Provider shall repay to the Council all (if any) of the Payments already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met).
- 13(d) Without prejudice to the generality of the foregoing the Council reserves the right to suspend referrals to the Service where in the reasonable opinion of the Council there is any improper conduct on the part of the Service Provider its Staff and this will be considered a breach of this Contract which may result in the suspension of

referrals and or reduction / clawback of part of the Payment consistent with the reduction in Service. Improper conduct includes any action which the Council may reasonably consider to be to the detriment 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

13(d) In the event that the Contract is terminated pursuant to Clause 10(Breach) or 11 (Prevention of Bribery) above or this Clause 13 (Termination) the Council shall:

13(d) (i) cease to be under any obligation to make further Payment until the cost loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider;

13(d) (ii) be entitled to make other arrangements and if necessary pay other persons to provide the Service

13(d) (iii) be entitled to deduct from any sum or sums which would have been due from the Council to the Service Provider under this Contract or be entitled to recover the same from the Service Provider as a debt any loss or damage to the Council resulting from or arising out of the termination of this Contract and further such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating this Contract and in making alternative arrangements for the provision of the Service provided that the Council will be under a duty to take all reasonable action to mitigate the loss or damage pursuant to this clause.

13(e) Whilst this Contract affords the Council and the Service Provider reciprocal rights to terminate as per the terms of Clause 13(a)(i) the Parties acknowledge that the expectation of most Service Users is that the Parties will not act unreasonably or to the prejudice of the Service Users so far as is reasonably practicable

13(f) Where notice to terminate is given pursuant to this clause 13, this Contract shall terminate with effect on the date specified in the notice

14 DISPUTES

- 14(a) If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 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) Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party PROVIDED that the Council may,
- 15(a)(i) assign any of its rights under this Agreement; or
- 15(a)(ii) transfer all of its rights or obligations by novation, to another person.
- without the Service Provider's consent where such assignment, transfer or novation is to an Associated Person of the Council;
- 15(b) Any consent required under Clause 15(a) 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 will not, without the written consent of the Council, sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through the Service Provider Staff and using its own equipment.

- 15(d) In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 15(e) Subject to clause 15(a), in the event that either Party wishes to assign its rights and obligations under this Agreement, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Agreement.
- 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-contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Schedule - Service Standards.

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 Agreement 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 Agreement 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-Contractors.

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 Agreement in accordance with its terms.

18 SEVERANCE

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

19 STATUTORY DUTIES

19(a) The Council has various statutory duties in relation to this Agreement 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 Agreement shall be governed and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the English Courts.

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 Agreement 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 Agreement shall prejudice or affect the Council's rights 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 Agreement and upon the Council's request the Service Provider must give an officer of the Council or any person the Council specifies copies of all data information files records documents and the like (in whatever form that they may be held) which the Council earlier supplied to the Service Provider for the purposes of this Agreement or which were produced or augmented by the Service Provider in connection with the carrying out of obligations under this Agreement and the Service Provider must retain Service User records for a minimum of 6 years after the expiry of an ICC.

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 Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR and in considering any response to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.
- 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 Agreement, or by law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 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 Agreement or otherwise relating to any other party.

- 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 Agreement is terminated in accordance with clauses 10 Breach or 13 Extension & Termination of this Agreement within 28 days of giving or receiving notice of such termination or where the Agreement 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-Contractor 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 contractors Sub-Contractors and agents where relevant to the provision of the Service and shall use its reasonable endeavours to procure co-operation from such Sub-Contractors.
- 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-Contractors 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-Contractors 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-Contractor 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 Agreement 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 Agreement
- 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.

This Agreement, the schedules and the documents annexed to it or otherwise referred to in it together with any Individual Care Agreement as appropriate issued in connection with this Agreement 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.

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 Agreement, 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 Agreement 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 Agreement 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 Agreement and of any other information which the Council may from time to time determine relevant to this Agreement.
- 30(d) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Agreement shall:
 - 30(d)(i) only use Confidential Information for the purposes of this Agreement
 - 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 Agreement.
- 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 Agreement 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 NOTIFICATION

32(a) The Service Provider will inform the Council's First Point of Contact immediately (normally the first working day) and confirm by email within 3 working days if any of the following occur:

- 32(a)(i) hospital admission of a Service User
- 32(a)(ii) the death of a Service User receiving the Service
- 32(a)(iii) a formal written complaint received from the Service User
- 32(a)(iv) allegation of or actual abuse to a Service User
- 32(a)(v) disappearance of a Service User
- 32(a)(vi) any circumstances where a Service User has refused provision of the Service
- 32(a)(vii) significant change to the physical or mental condition of the Service User
- 32(a)(viii) major injury to a Service User as defined in the "Reporting of Injuries Diseases and Dangerous Occurrences" Regulations 1995
- 32(a)(ix) allegation of or actual racial harassment or discrimination
- 32(a)(x) any other serious issues causing concern about the well being of a Service User.

32(b) The Service Provider will notify the Council's Contracts Manager by email of inspection reports carried out by the Registration Body within 3 weeks of the final report being received by the Service Provider.

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) The parties acknowledge that the Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006. 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 Agreement it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 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.
- 34(f) Prior to the engagement by the Service Provider of any staff or sub-contractor engaged to provide any part of the Services where such individuals will have contact with children up to the age of eighteen years old or where the performance of the Services may involve contact with vulnerable adults (as defined in the Safeguarding Vulnerable Groups Act 2006) the Service Provider shall procure in respect of all Staff or potential Staff or other persons intended to perform any part of the Services:
 - 34(f)(i) that each person being considered for engagement be questioned as to whether he/she has any convictions; and
 - 34(f)(ii) that the results of a Disclosure and Barring Service (DBS) check of the most extensive available kind is obtained in accordance with Part V of

the Police Act 1997 (as amended) and that each DBS check should include a search of the list held pursuant to the Protection of Children Act 1999 where the performance of the Service may involve contact with children and/or Safeguarding Vulnerable Groups Act 2006 where the performance of the Service may involve contact with vulnerable adults.

35 DATA PROTECTION

- 35(a) The Service Provider shall (and shall procure that any of its Staff involved in the provision of this Agreement) 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 Agreement.
- 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 Agreement or as otherwise expressly authorised in Writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 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 Agreement and indefinitely after its expiry or termination.

36 PROTECTION OF PERSONAL DATA

- 36(a) With respect to the Parties' rights and obligations under this Agreement, 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-contractors 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-Contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Agreement.
- 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 Agreement 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 Agreement which may be conducted as specified in this Agreement.

38 DEPRIVATION OF LIBERTY SAFEGUARDS

38(a) The Service Provider must always apply the principles of the Mental Capacity Act 2005 and the Deprivation of Liberty Safeguards. The Service Provider should always consult the relevant codes of practice for further detailed guidance. The Service Provider manager is the managing authority for the purposes of the Mental Capacity Act: Deprivation of Liberty Safeguards (DOLS).

38(b) The Service Provider will comply with the conditions set as a result of a DOLS Authorisation being given.

39 AGREEMENT STATUS AND TRANSPARENCY

39(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 Agreement is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

39(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.

39(c) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Agreement.

40 COUNTERPARTS

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

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

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

SCHEDULE 1
SERVICE SPECIFICATION FOR THE PROVISION OF
COMMUNITY SUPPORTED LIVING SERVICES
FOR PEOPLE WITH A LEARNING DISABILITY

1.0 DESCRIPTION OF SERVICE

- 1.1 To provide a supported living service for Service Users with learning disabilities at each Property as detailed in the ICC.
- 1.2 The staffing structure and levels required for the Service at the Property at the Commencement Date will be as profiled in the ICC.
- 1.3 A supported living is a service which is for a significant amount of hours per week, usually more than 50 with additional sleep in nights, to support one or more Service Users in a single or joint tenancy.

2.0 ASSESSMENT AND REFERRAL TO SERVICE

- 2.1 Assessment and referral to the Service will be undertaken by the Council and the Service Provider.
- 2.2 The Council will provide to every person entering the Service a full and comprehensive Community Care Assessment which will include a care plan and health action plan if required.
- 2.3 Reviews of the Service to each Service User will be undertaken in accordance with the care plan and by the Service Provider annually unless there is a significant change in need.
- 2.4 Any change in need will be referred to the Care Manager for a reassessment of need and a determination of eligibility to the Service.
- 2.5 Referrals to the Service of Service Users with significantly different needs from those of the initially referred Service Users will be through negotiation between the Council and the Service Provider and any adjustments to the level of funding will be agreed and a variation to the Contract carried out in accordance with clause 4.

3.0 OBJECTIVES OF THE SERVICE

- 3.1 To provide a community based service for Service Users with a learning disability for

example:

- autism
- mental impairment
- some challenging behaviour
- physical/ sensory impairment
- personal care support
- written and verbal communication needs

3.2 To support and enable each Service User to develop independence skills as far as possible whilst acknowledging that learning is a lifelong process.

3.3 To support and enable each Service User with household and budgetary management, cleaning, shopping for food and clothes, social and community activities, personal care when appropriate and employment related activities.

3.4 To support each Service User to maintain and develop family and friendship ties.

3.5 The Service Provider will work effectively with all other relevant agencies to ensure continuity and effectiveness of the Service, for example Reach 2 standards. The Service Provider should ensure that the level of evaluation meets the Supporting People Quality Assurance Framework.

3.6 The Service Provider will develop and maintain systems to monitor and evaluate the effectiveness of the Service.

4.0 OUTPUTS/OUTCOMES

4.1 The Service Provider will work to a person centred planning approach to identify goals and objectives for each Service User.

4.2 The Service Provider will ensure that the Service Users' goals and objectives are monitored and reported at individual Service User reviews and upon request by the Council when reviewing the Service.

5.0 INFORMATION FOR SERVICE USERS

A written statement or brochure in an appropriate format for adults with a learning disability must be given and explained to Service Users when they take up residence at a Property and this should include the following information:

- details of the Service, the philosophy and operation of the Service
- a statement about how the Service User can complain. This should include details of who will deal with the complaint and the time limit within which a response will be made.
- a statement concerning the Service Provider's policy on equal opportunities/non-discrimination.
- a statement concerning confidentiality and when confidentiality will be breached.

- the right of the Service User to have access to any personal information held on them by the Service Provider.

SCHEDULE 2
SERVICE SPECIFICATION
SERVICE STANDARDS

1 GUIDING PRINCIPLES

The Council expects care 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 The provision of good quality domiciliary care which aims to meet assessed needs of each Service User in his/her own home as identified in the Care Plan.
- 1.2 The provision of care 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.
- 1.3 The provision of care in a manner that offers confidentiality, respect, dignity and privacy to the Service User.
- 1.4 Decisions about the provision of care should not be made without the Service User's participation and agreement. For those unable to make informed choices then consultation will take place with carers or advocates.
- 1.5 Service User choice should be encouraged with regard to the manner in which the Services are provided within the constraints and timescales agreed at the commencement of the Care Plan.
- 1.6 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.
- 1.7 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.
- 1.8 Service Users are vulnerable and must be protected.
- 1.9 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 COMPLAINTS

- 2.1 The Service Provider shall operate a complaints procedure which shall comply with basic principles of effective complaints systems such as being:
 - 2.1.1 easy to access and understand
 - 2.1.2 speedy – with fixed time limits for action and keeping people informed of progress.
 - 2.1.3 confidential to protect Staff and the complainant
 - 2.1.4 informative – providing information to management so that services can be improved
 - 2.1.5 fair – with a full procedure for investigations
 - 2.1.6 effective – dealing with all points raised and providing suitable remedies
 - 2.1.7 regularly monitored and audited – to make sure that it is effective and improved.
- 2.2 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.
- 2.3 Whichever complaint system above is used the Service Provider shall ensure that:
 - 2.3.1 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
 - 2.3.2 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 Providers investigation's
 - 2.3.3 the Service Provider will ensure that it responds to the complainant within a max of 20 days of receiving the complaint.
- 2.4 Each party shall make its complaints procedure available to the other party on request.
- 2.5 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.
- 2.6 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.

- 2.7 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.
- 2.8 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.
- 2.9 Any complaint regarding possible physical, psychological, financial, sexual or discriminatory abuse or neglect should be reported immediately to the Council's Adult Social Care Directorate team by telephone and confirmed in Writing as soon as reasonably practical but no later than five Working Days.
- 2.10 Where a complaint is made against a member of the Staff this shall be investigated in accordance with the documented complaints procedure of the Service Provider. 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.

3 RIGHTS OF SERVICE USERS

Service Users have the right to:

- 3.1 be treated as individuals with unique needs
- 3.2 exercise personal independence and choice
- 3.3 have their personal dignity respected
- 3.4 have their cultural social religious and emotional needs respected
- 3.5 have access to all personal information held by the Service Provider
- 3.6 participate in formulating their own assessment of needs
- 3.7 participate in any reviews or re-assessment of their needs
- 3.8 receive a non-discriminatory service
- 3.9 receive assistance to maintain personal skills
- 3.10 have access to a formal complaints procedure
- 3.11 maintain their entitlements associated with citizenship
- 3.12 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

4.0 FINANCES

- 4.1 The Service Provider will ensure that records of individual Service User funds and any group home funds are maintained in full and have in place a robust quality assurance methodology to audit these at appropriate intervals and at least twice annually. The Service Provider will make these records and the records of their

processes available to officers of the Council upon request.

- 4.2 Where there is a joint tenancy and household costs are shared costs and calculations of expenditure must be in evidence.
- 4.3 Telephone bills should be audited to ensure that Staff are not using the Property telephone inappropriately.
- 4.4 The Council will oversee initial claims for benefits in respect of Housing Benefit Management Support the higher care component of Disability Living Allowance, the Independent Living Fund and any other state benefits or funding from Supporting People which any of the Service Users may from time to time become entitled to.
- 4.5 The Service Provider shall work with the Council to maximise benefits.
- 4.6 Where there is no appointee the Service Provider will notify the Council of the initial payment of benefits and thereafter of any change to benefits.
- 4.7 The Service Provider will notify the Council about any proposed change in tenancy.

5.0 RECORD KEEPING AND CONFIDENTIALITY

- 5.1 The Service Provider's facilities for storing records such as filing cabinets must be lockable and in a secure environment. Evidence must be available that any statutory requirements relating to the premises have been complied with.
- 5.2 The following information should be recorded in respect of each Service User:
 - name, address, date of birth
 - gender, ethnic origin and significant, relevant items of personal/medical history and critical incidents
 - next of kin - name, address and telephone number
 - GP - name, address and telephone number
 - date of referral, Service commencement and termination
 - current Care Plan details including information as specified in Schedule 1 paragraph 3 Objectives of the Service
 - current risk assessment
 - personal accounts kept in accordance with paragraph 4 of this Schedule
- 5.3 A register of staff must be maintained which should include the following information
 - name, address and telephone number
 - position held and hours worked
 - next of kin - name, address and telephone number

- GP - name, address and telephone number
- Date of issue of identification and retrieval if appropriate
- Recruitment details including references, evidence of Disclosure and Barring Service check and interview
- Induction and training records
- Copies of training certificates and qualifications

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

5.4.1 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.

5.4.2 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.

5.4.3 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.

5.4.4 Staff are required to sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.

5.4.5 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.

5.4.6 confidential and security training needs should be assessed on an ongoing basis taking into account the role of each member of Staff used to provide the Service and this should be done annually

5.4.7 Staff contracts explicitly mention confidentiality and disclosure issues

5.4.8 the flows of Service User information are reviewed

5.4.9 information collections have a named owner (member of Staff) who is responsible for protecting access

5.4.10 confidential information on Service Users is safeguarded so that unauthorised people do not gain access to it.

5.4.11 protocols governing the sharing of Service User information with other

organisations is agreed and understood

- 5.4.12 a named individual is appointed who will have responsibility for data security
 - 5.4.13 it has a programme to review typical risks regarding Service Users identifiable information
 - 5.4.14 incidents involving security breaches are anticipated and dealt with appropriately
 - 5.4.15 security issues are monitored and reported
 - 5.4.16 passwords are used to safeguard information held on computer regarding the Service
 - 5.4.17 only authorised persons have access to information and only if they need it to carry out their roles.
 - 5.4.18 if it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification
- 5.5 The Service Provider will ensure that each member of Staff is made aware that their files may be inspected by officers of the Council for the purpose of monitoring.

6.0 POLICIES, PROCEDURES AND GUIDANCE

- 6.1 The Service Provider will ensure that all Staff have access to copies of the policies and procedures listed below so that they can be referred to when necessary:
- 6.1.1 Operational policies including recruitment and retention of Staff
 - 6.1.2 Grievance and disciplinary procedures
 - 6.1.3 Health and Safety Policy in line with the Health & Safety at Work Act 1974 and the Health & Safety at Work Regulations 1992 and any amendments thereof
 - 6.1.4 Staff supervision and training policies
 - 6.1.5 Missing Persons Policy
 - 6.1.6 Lone/out of hours working policy
- 6.2 Staff must also have access to the following policies and procedures and Staff must sign during the induction period to indicate that they have read and understood each one and such documentation will be retained on Staff files for management and inspection purposes.
- 6.2.1 Code of conduct for Staff

- 6.2.2 Service User rights
- 6.2.3 Risk Management policy and procedure and Health and Safety as it relates to the Service at the Property
- 6.2.4 Record keeping
- 6.2.5 Confidentiality
- 6.2.6 Managing violence and aggression and the use of restraint and physical intervention in line with the Council's Management of Actual and Potential Aggression Policy
- 6.2.7 Whistleblowing Policy
- 6.2.8 Equal Opportunities Policy
- 6.2.9 Protection of vulnerable adults in accordance with the Safeguarding adults: multi-agency policy and procedures for the West Midlands
- 6.2.10 Food Hygiene
- 6.2.11 Fire Safety Policy

7.0 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 Agreement engage sufficient Staff of sufficient ability skill knowledge training and experience for the proper performance of the Service and shall continuously supervise the performance of Staff and ensure that there is a sufficient reserve available to provide the Service at all times.
- 7.3 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 Agreement (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.
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.
- 7.4.11 Where any concerns have been raised about a potential member of Staff by a referee or through the Disclosure and Barring Service check and the person is nevertheless deemed to be suitable for care work appropriate and sufficient monitoring is undertaken by the Service Provider in respect of the concerns raised. The Service Provider must be able to demonstrate that such monitoring has been carried out.

8.0 STAFFING - qualifications & experience

- 8.1 It is essential that Managers have (or be working towards) a NVQ Care Level 4 or an equivalent qualification in social care i.e. DipSW , Nursing and must have a minimum of 5 years' experience of social care. It is desirable that Managers

have a qualification in Management. If not they must work towards the achievement of the Registered Manager's Award or equivalent.

- 8.2 It is desirable that senior Staff have (or be working towards) a NVQ Care Level 4 or an equivalent qualification in social care i.e. DipSW , Nursing and essential that they have had a minimum of 3 years' experience in social care and that they receive management training within 12 months of the taking up post.
- 8.3 Care Staff must have previous relevant experience or be provided with appropriate training to enable them to provide the Service to the Service Users at the Property and should hold or work towards achieving a Skills for Care Level 2 Supporting Individuals with a Learning Disability award.
- 8.4 Managers should provide evidence of the ability to manage Staff and systems effectively and to establish positive relationships with other professionals.
- 8.5 The Service Provider must ensure that Staff are able to follow policies and procedures.
- 8.6 All Staff must be committed to meeting the needs of the Service Users and maximising their capacity for independence and self-determination.
- 8.7 All Staff recruited to the Service must meet the requirements of any relevant legislation (such as the Health and Social Care Act 2008).

9.0 STAFFING – Induction and Training

- 9.1 A structured induction programme which must last for a minimum of 70 hours should be arranged for all new members of Staff. The Service Provider must be satisfied that Staff are able and competent to work unsupervised and before they do so the following areas must be covered
 - an introduction to the policies procedures and codes of conduct of the Service Provider which Staff will be expected to follow
 - an introduction to the “Principles of Care” and “Valuing People”
 - instruction in moving and handling
 - administration of medication including administration of stesolid for example where required
 - managing violence and aggression and the use of restraint and physical intervention in line with the Council's Management of Actual and Potential Aggression Policy
 - familiarisation with the individual Service User Care Plans and risk assessments
 - basic First Aid
 - non-aversive intervention

- Confidentiality and security of Service User information and access to information
- Food hygiene

Staff should sign to confirm that these areas have been covered and that a copy of the policies and procedures has been received and understood.

9.2 The Service Provider will ensure that all Staff used to provide care will have completed their induction within 6 weeks of starting work with the Service Provider and their foundation training within 6 months.

10.0 STAFFING – Training

10.1 The Service Provider will ensure that there is an ongoing programme of training available which enables Staff to continually improve their performance.

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

10.3 All staff should attend adult protection training.

10.4 Staff should not undertake to move, transfer and position Service Users until they have received appropriate moving and handling training in conjunction with best current practice carried out by a qualified trainer (ROSPA or equivalent). Refresher training must be provided on an annual basis.

11.0 STAFFING – Supervision

Supervision will take place between all Staff and his/her line manager in accordance with the requirements of the Registration Body and as a minimum on a three monthly basis and written records will be kept on the content and outcome of each meeting.

12.0 STAFFING – Use of vehicles for work purposes

12.1 Staff using their cars for work purposes must ensure that they comply with all road traffic regulation and have appropriate business class insurance, a copy of the insurance certificate will be kept on the Staff member's file and will be available for inspection.

12.2 Business related Staff travel and transport costs will be the responsibility of the Service Provider as part of the Service.

12.3 Vehicles used by Staff to transport the Service Users should carry appropriate insurance and be regularly serviced and must have a current MOT certificate if over 3 years old. Any concerns about roadworthiness and safety of vehicles must be reported to the Service Provider's Manager.

12.4 Any driver used by the Service Provider 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

13.0 HEALTH & SAFETY

- 13.1 Staff should be required to follow good practice in moving and handling and should be provided with appropriate training and refresher training.
- 13.2 Records and certificates of all Health & Safety training, including refresher training must be kept and held locally on staff files available for inspection.
- 13.3 A full written risk assessment should be completed under the requirements of the Health & Safety at Work Regulations 1992 on the Service and if required in respect of each Service User when he/she is first admitted to the service and when any changes to his/her care needs arise.
- 13.4 All accidents, incidents and violent 'near misses' involving Staff and Service Users must be recorded. This record should include any steps taken to prevent a recurrence. Accidents must also be recorded in an Accident Book.

14.0 QUALITY ASSURANCE

- 14.1 The Service Provider must be able to demonstrate to the Council that it has a commitment to the quality of the Service and must allow officers of the Council access to all records for the purpose of monitoring and complaint investigation at all times. Confidentiality will be observed at all times and access to Service User notes by officers of the Council other than the Service Manager will only be arranged with Service User/ relative permission.
- 14.2 The Service Provider must have documented systems which enable it to:
- 14.2.1 check on whether it is delivering the Service in accordance with the Service Specification of each Schedule and their Outcomes and Outputs
 - 14.2.2 check whether it is doing this efficiently and effectively
 - 14.2.3 check on whether Staff are provided with safe systems of work
 - 14.2.4 check whether the Service is being delivered in a way which takes account of Service Users' needs, preferences and satisfaction
 - 14.2.5 check to ensure that all records are up to date
 - 14.2.6 provide information to the Council evidencing that the systems are in place and being used.
 - 14.2.7 check whether Service Users, parents and/or carers, the Council and other relevant agencies consider the quality of the Service can be improved
- 14.3 The Service Provider must fulfil its commitment to safeguard and promote the welfare of Service Users and vulnerable adults and shall have the following in place:

- 14.3.1 Clear priorities for safeguarding and protecting vulnerable adults explicitly stated in strategic policy documents.
- 14.3.2 A clear commitment by senior management of the organisation to the importance of safeguarding and protecting vulnerable adults.
- 14.3.3 A clear line of accountability within the organisation for overseeing safeguarding and protecting vulnerable adults and that roles and accountability for taking action and reporting internally and in accordance with the Safeguarding adults: multi-agency policy and procedures for the West Midlands are properly defined and understood by those involved. The policy can be found on the Council's website at www.shropshire.gov.uk.
- 14.3.4 Procedures for instigating the West Midlands Safeguarding Policy and for dealing with allegations of abuse against members of Staff and volunteers.
- 14.3.5 Arrangements to ensure that all Staff receive supervision and undertake safeguarding and protection of vulnerable adult training in order to equip them to carry out their safeguarding responsibilities effectively. Refresher training must be provided at regular intervals and all Staff including temporary Staff and volunteers who work with vulnerable adults must be made aware of the organisations arrangements for protecting vulnerable adults.
- 14.3.6 Policies to safeguard and protect vulnerable adults and procedures that are in accordance with the Safeguarding adults: multi-agency policy and procedures for the West Midlands.
- 14.3.7 Arrangements to work effectively with other organisations involved in the delivery of services to vulnerable adults in order to protect vulnerable adults including arrangements for sharing information in accordance with section 4.19.1 of Safeguarding adults: multi-agency policy and procedures for the West Midlands.
- 14.3.8 A culture of listening to and engaging in dialogue with vulnerable adults and seeking their views and taking account of those views both in individual decisions and the establishment or development of services.
- 14.3.9 Whistle blowing procedures and a culture that enables issues about safeguarding and protecting vulnerable adults to be raised.

15.0 MONITORING

- 15.1 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.

15.2 Without prejudice to the generality of the foregoing the Service Provider shall permit a Council Officer 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.

15.3 The Service may be monitored by the following:

15.3.1 A monitoring inspection of the Service if required by the Council from time to time. This will be carried out by a nominated Officer from the Council's Community Services Directorate Contracts Unit who will undertake a review on the operation of the Service and compliance with this Contract. A report will be prepared on this and shared with the Service Provider.

15.3.2 The Service Provider and the Council meeting to discuss:

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

(The above is not an exhaustive list of agenda items)

15.3.3 The Service Provider demonstrating that the Service provided is in accordance with the standard of care as detailed in the Service Specification

16.0 PROVISION OF FOOD AND DRINK

16.1 Service Users should be encouraged to consume and where appropriate prepare meals which are attractive and nutritionally balanced.

16.2 Service Users should where possible be involved in or responsible for the preparation of meals which should reflect Service User's special dietary needs and choice.

17.0 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.

APPENDIX – TEMPLATE FOR INDIVIDUAL CARE CONTRACT

INDIVIDUAL CARE CONTRACT XXXXXSERVICE PROVIDER – XXXXXPROPERTY

This Individual Care Contract is dated 2014 and is made between SHROPSHIRE COUNCIL of the Shirehall, Abbey Foregate, Shrewsbury (“the Council”) and xxxxxxx (the “Service Provider”)

The Council and the Service Provider have entered into a Pre-Service Contract in respect of Supported Living Services and this Individual Care Contract shall incorporate the terms thereof.

The property: XXXXXADDRESS

Commencement Date: 01.04.14

Expiry Date: 31.03.19

Payment: The Council will pay to the Service Provider the gross sum of £xxxxx (xxxxx Pounds) per annum from the Commencement Date direct to the Service Provider’s bank account every four weeks two weeks in advance and two weeks in arrears.

Extension: The Council may in its absolute discretion extend the duration of this Individual Care Contract by a further period of two years from the Expiry Date and must 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.

Staffing levels and pattern of Service

TOTAL HOURS xxxxx hours per week
Plus 7 sleep nights/wake nights per week

Plus any additional hours agreed

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

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

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

Name.....

Position in Organisation.....



INSTRUCTIONS FOR TENDERING

***EMC 006 – Community Living
Service***

Contract Description:

The Council currently provides domiciliary care and supported living services to a number of adults with learning disabilities in Shropshire: this Service is called The Community Living Service.

The Service is provided to individuals who live both in their own homes or in groups under tenancy arrangements in homes owned by an independent or a registered social landlord. Tenderers should refer to the Form of Contract for the service specification. The service/contract has been split into 3 different Lots.

Further details of individual Projects accompany this tender documentation; outlining the hours and picture of service user assessment of needs.

Bidders can apply for one Lot or more than one Lot. Each Lot will awarded to a single provider.

The Council is seeking a provider or a number of providers, who must be registered with CQC, to provide the service at the schemes from 01st April 2014. This contract will run from the 01st April 2014 to 31st March 2019 with the option to extend for a further two years.

The Council is also currently undertaking a voluntary redundancy programme and a number of staff working on the service are opting for voluntary redundancy; this is resulting in the service being restructured in terms of staff allocations to the various schemes. Tenderers should be aware that, due this restructuring mentioned above, further restructuring may take place following release of this tender documentation. The Council will keep tenderers up to date during the tender process of any changes to the staffing allocations but further restructuring may still take place into early 2014. However tenderers may wish to include a qualification regarding their summited cost for a scheme to address the situation where the staffing allocation changes after they have submitted their bid.

The Council reserves the right to amend the hours of the projects prior to contract commencement due to changing needs and any other mitigating circumstances.

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of a community living service as detailed in the Tender Response Document. The contract will be for an initial period of **five years** commencing on the **01st April 2014** with the option to extend up to the **31st March 2021**.
- 1.2** Tenders are to be submitted in accordance with the pre-service contract for supported living services to people with a learning disability 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, 03rd January 2014. 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.
- 6.1 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 obtained from the Procurement Team. 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 the Procurement Team (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 **04th December 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 whatsoever.

9.0 Continuation of the Procurement Process

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

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

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

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

10.0 Confidentiality

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

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

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

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

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

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

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

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

10.7 Transparency of Expenditure

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

11.0 Freedom of Information

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

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

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

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

12.0 **Disqualification**

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

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

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

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

13.0 E-Procurement

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

14.0 Award of Contract

14.1 Award Criteria

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

14.2 Award Notice

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

14.3 Transparency of Expenditure

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

at the absolute discretion of the Council.

15.0 Value of Contract

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

16.0 Acceptance

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

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

16.6 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being **01st April 2014**.

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

EMC 006 – COMMUNITY LIVING SERVICE

Confidentiality Undertaking Regarding TUPE

[Date] 2013

[NAME]

Your ref: *

Our ref: EMC 006

Dear Procurement Team,

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.

Project Name Shrewsbury 1

Breakdown of Service

Number of Hours 365 plus sleep ins

Shift pattern 07.15/07.30 – 09.30 x2, 07.30 – 14.15 x1, 09.30 – 15.00 x1, 15.00 – 22.00 x2, 14.00 – 22.00 x1 plus 1 sleep in Monday – Friday.
 22.00 – 07.30 waking night Monday – Friday.
 07.15/07.30 – 14.30/15.00 x2, 0800 – 14.00 x1, 14.30/15.00 – 22.00 x2, 14.00 – 22.00 x2 plus a sleep in Saturday and Sunday.
 22.00 – 07.30 waking night Saturday and Sunday..
 3 staff per shift when 7.30 – 09.30 and 15.00 – 22.00. Individual support daytime 09.30 – 15.00.
 Fixed Rota, continuous support essential.
 14 staff required.

Service User	Pen Picture
1	[Redacted]
2	[Redacted]
3	[Redacted]
4	[Redacted]

commercial info

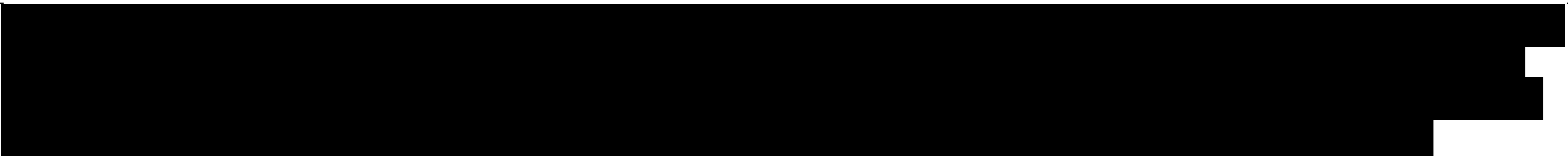



Project Name Shrewsbury 2

Breakdown of Service

Number of Hours 302 hours plus sleep ins

Shift pattern 07.00 – 15.00 x2 15.00 – 22.00 x2 plus sleep in daily. Times vary.
22.00 – 07.00 waking night support daily.
Fixed rota, continuous support essential.
9 staff required.

Service User	Pen Picture
5	
6	

Project Name Much Wenlock 1




Breakdown of Service

Number of Hours 112 hours plus sleep ins

Shift pattern 7.30 – 9.00, 1600 – 22.00, plus a sleep in. 16.00 – 21.00 Monday - Friday

8.30 – 15.00, 15.00 – 22.00 plus a sleep in. 15.00 – 20.00 Saturday and Sunday

One member of staff is on a fixed rota to provide continuous support. One member of staff is more flexible for service user's activities and appointments, 5 staff required.

Service User	Pen Picture
18	
19	
20	

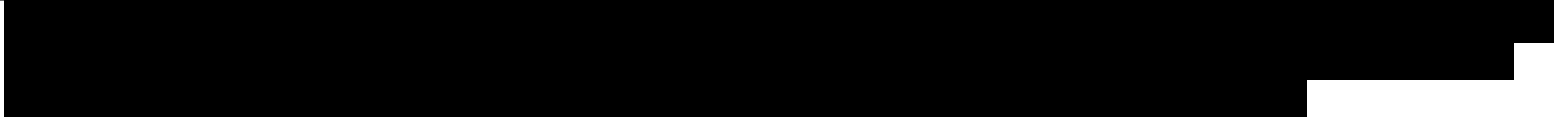
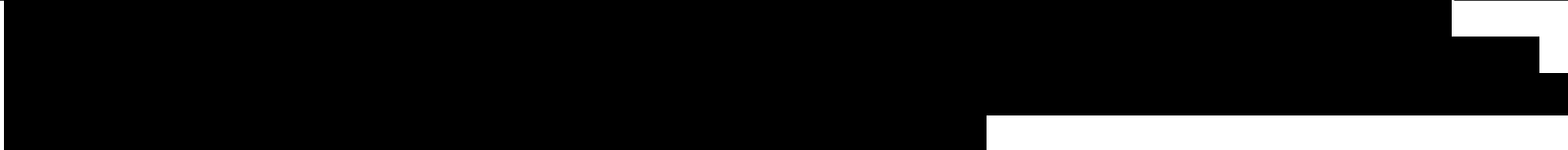
commercial info

Project Name Shrewsbury 3

Breakdown of Service

Number of Hours 66 hrs plus sleep ins

Shift pattern 07.30 -09.15, 16.00 – 22.00 plus sleep in Monday – Friday.
08.30 – 16.00, 16.00 – 22.00 plus sleep in Saturday and Sunday.
Rota is fixed, continuous support essential.
3 staff required.


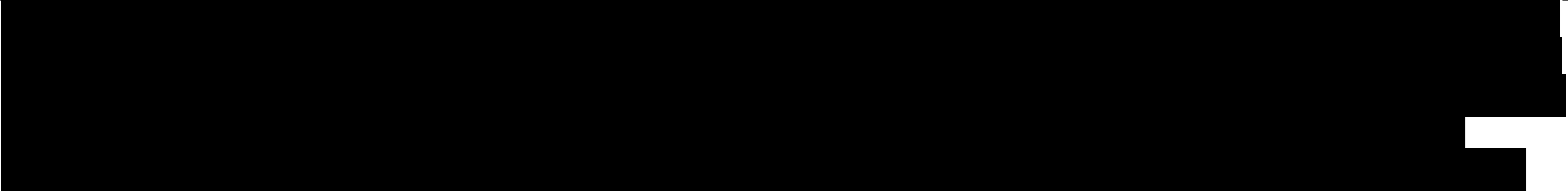
Service User	Pen Picture
7	
8	

Project Name Shrewsbury 4

Breakdown of Service

Number of Hours 71 hrs plus sleep ins

Shift pattern 07.30 – 09.30, 16.00 – 22.00 plus sleep in Monday – Thursday.
07.30 – 09.30, 15.15 – 22.00 plus sleep in Friday.
08.00 – 13.00, 13.00 – 22.00 plus sleep in Saturday and Sunday.
Rota is fixed, continuous support essential.
3 staff required.


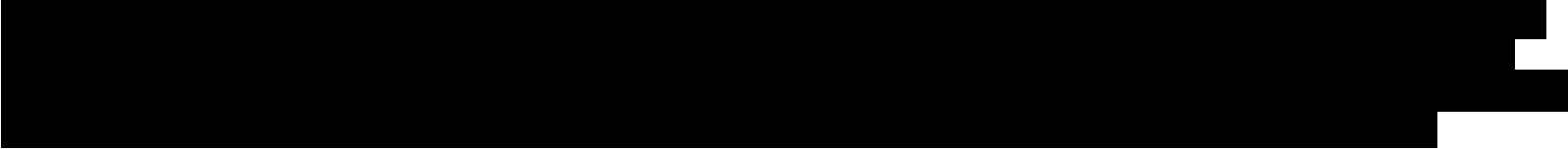
Service User	Pen Picture
9	
10	

Project Name Shrewsbury 5

Breakdown of Service

Number of Hours 69.25 hours plus sleep ins

Shift pattern 07.30 – 09.30, 16.00 – 22.00 plus sleep in Monday – Thursday.
07.30 – 09.30, 15.45 – 22.00 plus sleep in Friday.
08.30 – 12.30, 12.30 – 22.00 plus sleep in Saturday and Sunday.
Rota is fixed, continuous support essential.
Service users attend a day service 5 days per week
3 staff required.

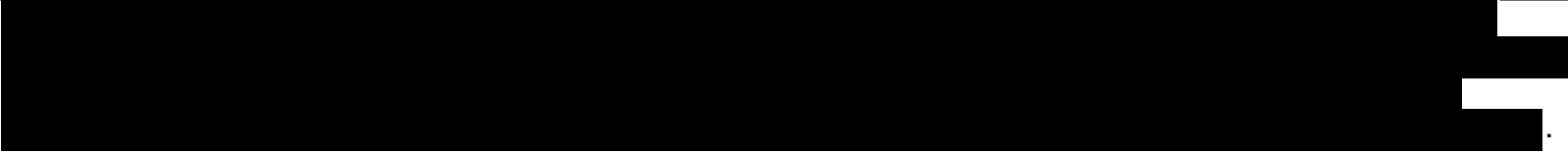

Service User	Pen Picture
11	
12	

Project Name Shrewsbury non 24hr 1

Breakdown of Service

Number of Hours 33

Shift pattern 08.00 – 09.00, 15.30 – 19.00 Monday – Thursday
 08.00 – 09.00, 16.00 – 19.00 Friday
 10.00 – 17.00 Saturday.
 16.30 – 19.30 Sunday.

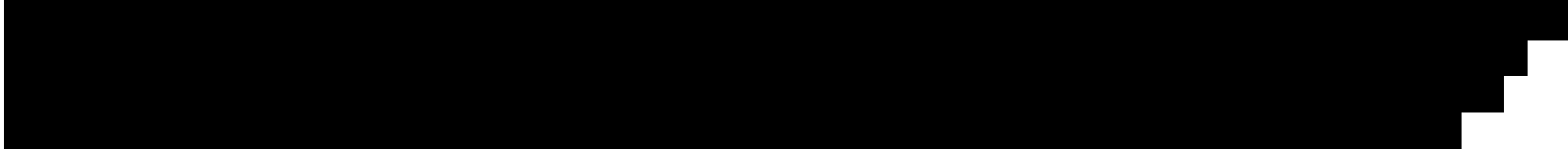

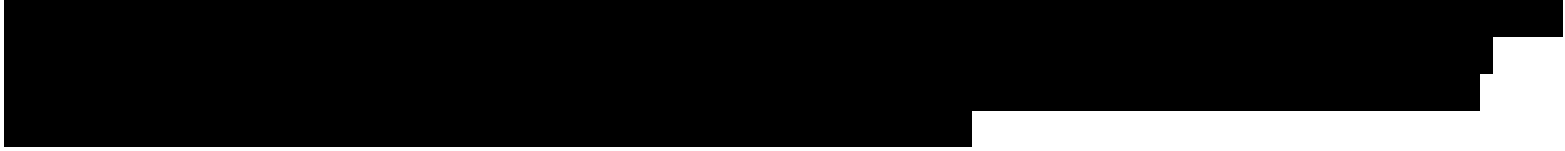
Service User	Pen Picture
21	
22	

Project Name Shrewsbury non 24hr 2

Breakdown of Service

Number of Hours 30

Shift pattern 10.00 – 14.00/15.00 Monday
 16.00 – 19.30/20.00 Tuesday – Friday
 10.00 – 14.20 Saturday
 10.00 – 14.00 Sunday

Service User	Pen Picture
23	
24	
25	


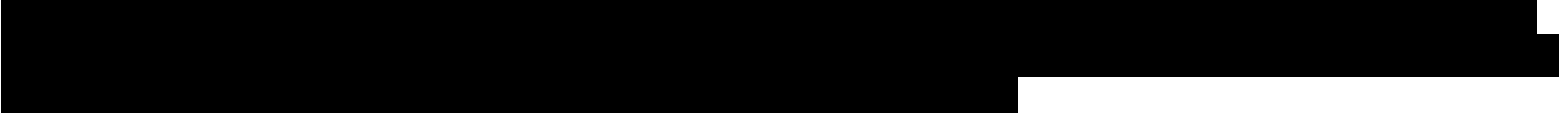
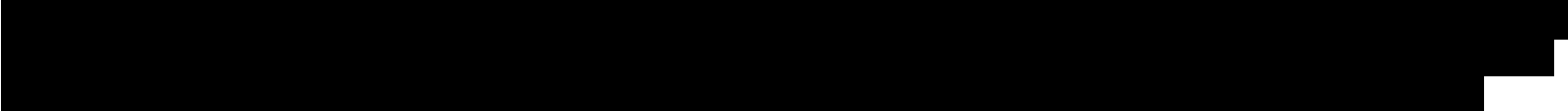
Project Name Shrewsbury non 24hr 3

Breakdown of Service

Number of Hours 70

Shift pattern 07.30 – 09.30, 15.00 – 18.00 Monday, Wednesday and Friday
 09.00 – 13.30, 12.00 – 17.00 Tuesday and Thursday
 09.00 – 05.00 Saturday
 10.00 – 17.00 Sunday.

Service user number 28 has employment support 10.00 – 15.00/15.30 3 days per week.

Service User	Pen Picture
26	
27	
28	

Project Name Shrewsbury non 24hr 4

Breakdown of Service

Number of Hours 19



Shift pattern 16.00 – 17.30 Monday and Tuesday

16.00 – 19.00 Wednesday and Thursday.

14.30 – 17.00 Friday.

10.00 – 14.00 Saturday

10.00 – 13.00 Sunday

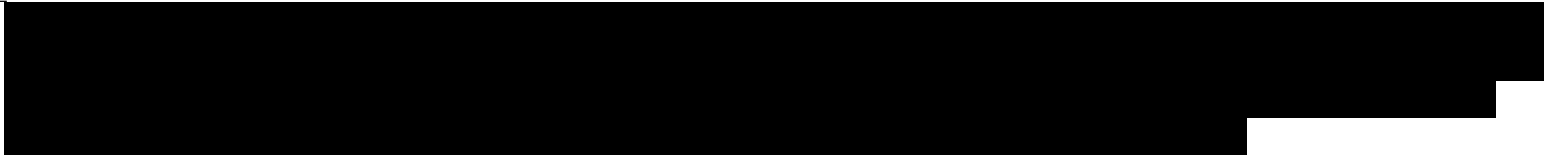


Service User	Pen Picture
29	
30	

Project Name Shrewsbury non 24hr 5

Breakdown of Service

Number of Hours 50.5

Shift pattern 08.00 – 09.30, 16.00 – 21.00 Monday, Tuesday, Wednesday and Friday.
 08.00 – 09.30, 15.00 – 19.00, 16.00 – 20.00 Thursday
 08.00 – 13.30, 16.00 – 19.30 Saturday and Sunday


Service User	Pen Picture
31	
32	
33	

Project Name Shrewsbury non 24hr 6

Breakdown of Service

Number of Hours 13

Shift pattern 09.00 – 11.00 Monday – Tuesday and Friday
 09.00 – 10.30 Wednesday
 09.00 – 12.00 Thursday
 09.00 – 10.00 Saturday and Sunday


Service User	Pen Picture
34	 A large black rectangular redaction covers the entire 'Pen Picture' column for the user with ID 34. The redaction is composed of several overlapping black shapes, completely obscuring any text or images that might have been present.

Project Name Shrewsbury non 24hr 7

Breakdown of Service

Number of Hours 22

Shift pattern 08.30 – 09.00, 15.00 – 17.15 Monday
 08.30 – 09.00, 15.30 – 17.30 Tuesday
 08.30 – 09.00, 15.00 – 17.45 Wednesday
 08.30 – 09.30, 15.00 – 17.45 Thursday
 08.30 – 09.00, 15.15 – 17.30 Friday
 09.30 – 12.30 Saturday
 09.30 – 13.30 Sunday


Service User	Pen Picture
35	 A large black rectangular redaction covers the entire 'Pen Picture' column for the user '35'. The redaction is not perfectly uniform, with some white space visible at the bottom right corner.

Project Name Shrewsbury non 24hr 8

Breakdown of Service

Number of Hours 20

- Shift pattern 14.30 – 16.30 Monday
- 09.00 – 10.00 Tuesday
- 12.30 – 15.00 Wednesday
- 09.00 – 14.00 Thursday
- 14.30 – 15.00 Friday
- 10.00 – 14.00 Saturday and Sunday

Service User	Pen Picture
36	 A large black rectangular redaction covers the entire 'Pen Picture' column for service user 36.

Project Name 2

Breakdown of Service

Number of Hours 123 plus sleep ins



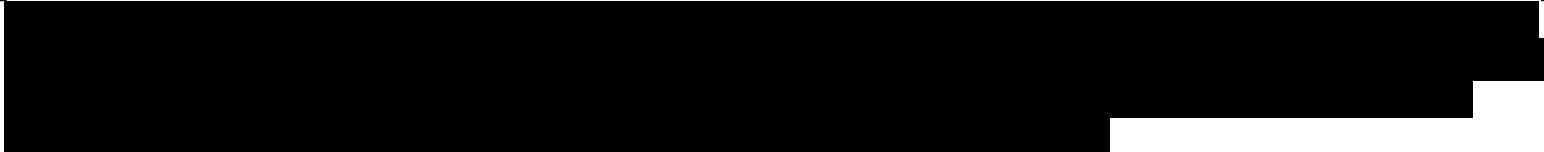
Shift pattern 07.00 - 09.15, 09.15 - 16.00, 16.00 - 22.00 plus a sleep in Monday – Friday.

7.00 – 16.15, 16.00 – 22.00 Saturday and Sunday.

Some floating support used flexibly for service user’s appointments and activities.

Rota is fixed with continuous support essential.

5 staff required.

Service User	Pen Picture
14	
15	
16	

commercial info

Project Name Oswestry 1

Breakdown of Service

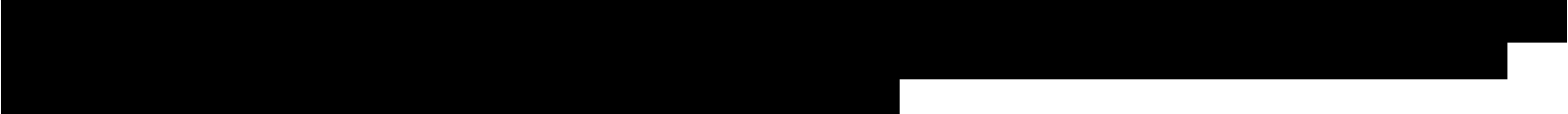
Number of Hours ; 105 plus sleep ins

Shift pattern 07.30 – 09.00, 08.45 – 16.15, 16.00 – 22.00 plus a sleep in Monday – Friday

07.00 – 15.00, 14.30 – 22.00 plus a sleep in Saturday and Sunday.

One member of staff per shift. Rota is fixed, continuous support essential.

4 staff required.

Service User	Pen Picture
13	

commercial info

Project Name Oswestry 3

Breakdown of Service

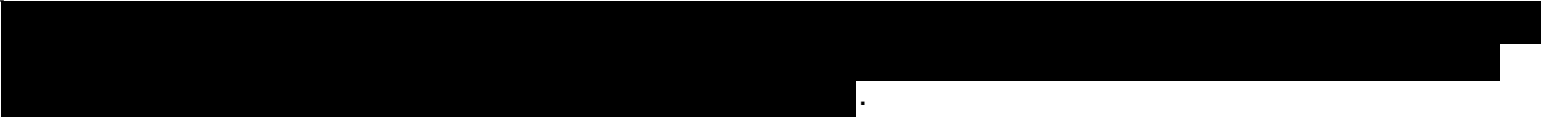
Number of Hours 103 plus sleep ins

Shift pattern 07.30 – 09.30, 09.30 – 16.00, 16.00 – 22.00 plus a sleep in Monday – Friday.

08.00 – 16.00, 16.00 – 22.00 Saturday and Sunday.

Rota is fixed with continuous support essential.

4 staff required.

Service User	Pen Picture
17	



Tender Response Document

EMC 006 – Community Living Service

Name of TENDERING
ORGANISATION
(please insert)

Midland Heart

Shropshire Council Tender Response Document

Contract Description:

The Council currently provides domiciliary care and supported living services to a number of adults with learning disabilities in Shropshire: this Service is called The Community Living Service.

The Service is provided to individuals who live both in their own homes or in groups under tenancy arrangements in homes owned by an independent or a registered social landlord. Tenderers should refer to the Form of Contract for the service specification. The service/contract has been split into 3 different Lots.

These are:

Geographical Area	Project	Lot
Shrewsbury	1	Lot 1
Shrewsbury	2	
Shrewsbury	3	Lot 2
Shrewsbury	4	
Shrewsbury	5	
Oswestry	1	Lot 3
Oswestry	2	
Oswestry	3	
Much Wenlock	1	Lot 2
Shrewsbury non 24 hr	1	Lot 2
Shrewsbury non 24 hr	2	
Shrewsbury non 24 hr	3	
Shrewsbury non 24 hr	4	
Shrewsbury non 24 hr	5	
Shrewsbury non 24 hr	6	
Shrewsbury non 24 hr	7	
Shrewsbury non 24 hr	8	

Further details of individual Projects accompany this tender documentation; outlining the hours and picture of service user assessment of needs.

Bidders can apply for one Lot or more than one Lot. Each Lot will awarded to a single provider.

The Council is seeking a provider or a number of providers, who must be registered with CQC, to provide the service at the schemes from 01st April 2014. This contract will run from the 01st April 2014 to 31st March 2019 with the option to extend for a further two years.

The Council is also currently undertaking a voluntary redundancy programme and a number of staff working on the service are opting for voluntary redundancy; this is resulting in the service being restructured in terms of staff allocations to the various schemes. Tenderers should be aware that, due this restructuring mentioned above, further restructuring may take place following release of this tender documentation. The Council will keep tenderers up to date during the tender process of any changes to the staffing allocations but further restructuring may still take place into early 2014. However tenderers may wish to include a qualification regarding their summited cost for a scheme to address the situation where the staffing allocation changes after they have submitted their bid.

The Council reserves the right to amend the hours of the projects prior to contract commencement due to changing needs and any other mitigating circumstances.

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: Procurement Team via email quoting the contract reference 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	6
A2	Non-Canvassing Certificate	7
A3	Non-Collusive Tendering Certificate	8
A4	Declaration of Connection with Officers or Elected Members of the Council	9
You must sign all 4 certificates in sections A1 to A4		
B	Applicant Organisation Details	10
C	Financial & Insurance Information	12
D	Outstanding Claims & Contract Terminations	14
E	Health & Safety, Equal Opportunities & Safeguarding	15
F	Contract Experience and References	21
G	Accreditations and Skills Level	23
H	Tender Schedule	24

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 & 3	Adequate Health & Safety, Equal Opportunities & Safeguarding
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level (Qu. 1.1 - CQC Registration is a mandatory requirement)

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

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

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

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

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, Equalities & Safeguarding: 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

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 50% (500 marks)		
Section B / Q 1	Price	50% / 500 max marks
Total for price		50% / 500 max marks
Quality 50% (500 marks)		
Section B / Q 2	Ability to Transfer Service	5% / 50 max marks
Section B / Q 3	Management of service user transfer	5% / 50 max marks
Section B / Q 4	Ensuring service user independence	10% / 100 max marks
Section B / Q 5	Identifying and measuring service user outcomes	10% / 100 max marks
Section B / Q 6	Safeguarding	10% / 100 max marks
After the above criteria has been marked a short-list of tenderers will be agreed		
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.		
Q7	Choice & Control	10% / 100 max marks
Total for quality		50% / 500 max marks

Quality Questions/ Scoring Scheme

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

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

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

The tender receiving the highest mark for quality 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 for each Lot will receive the maximum mark for price being **500**. **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

The price for each Lot will be evaluated using the ‘Total Annual Cost’ figure inserted in the table in Section H Qu 1.1. Please note that you also need to submit a breakdown / how you have calculated these costs on a separate sheet.

Lot Application

Please tick in the appropriate box which Lot(s) you are applying for:

Lot	(√)
1	√
2	√
3	√

Section A:
1. Form of Tender

Form of Tender

Shropshire Council
Tender for Community Living Services

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

Signed Name... [REDACTED] ..

Date ...31st Dec 2013.....

Designation Director of Care and Support.....

Company...Midland Heart Ltd.....

Address ...20 Bath Row.....

.....Birmingham.....

..... Post CodeB15 1LZ

Tel No 0845 850 1020 ext 5881 Fax No ...084506070370

E-mail address [REDACTED]

Web address ...www.midlandheart.org.uk....

***** Please see Appendix 29 – Midland Heart Pension Statement**

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... [redacted]

Signed (2)

[redacted]

Status... [redacted] ...

(For and on behalf of ...Midland Heart Ltd.....)

Date ...31st Dec 2013.....

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:

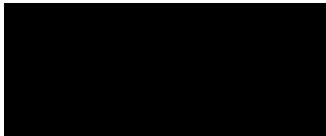
I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

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 ...Midland Heart Ltd.....)

Date ...31st Dec 2013.....

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?

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 ofMidland Heart Ltd.)

Date ...31st Dec 2013.....

Section B: Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Midland Heart Address: 20 Bath Row, Birmingham Postcode: B15 1LZ Tel: 0845 850 1020 ext 6225 Mob: [REDACTED] Email: [REDACTED]	
1.2	Registered name (if different from above): Midland Heart Ltd Registered Office Address: 20 Bath Row, Birmingham Postcode: B15 1LZ Company registration number: 30069R	
1.3	Details of the individual completing this application and to which we may correspond: Name: Danny Booth Job title: Bid Writer Correspondence Address: 20 Bath Row, Birmingham Postcode: B15 1LZ Tel: 0845 850 1020 ext 6225 Mob: [REDACTED] Email: [REDACTED]	
1.4	Type of Organisation (please <u>tick</u> all those appropriate): We are registered as an Industrial and Provident Society.	
(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	
(f)	Franchise	
(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>NO</p> <p>YES</p>

2.	Company History/Background	
2.1	Date Company established: 31 st March 2006	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	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	How many years has your company been providing supported living services to adult with learning disabilities?	
2.5	Total number of employees: [REDACTED]	
2.6	Total number of employees engaged solely in the provision of supported living services to adult with learning disabilities?	
	[REDACTED]	

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
(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 Zurich Municipal</p> <p>Date policy taken out 1st March 2013</p> <p>Expiry date of the policy 31st March 2014</p> <p>Policy number/reference XXXXXXXXXX</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
(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 Zurich Municipal</p> <p>Date policy taken out 1st March 2013</p> <p>Expiry date of the policy 31st March 2014</p> <p>Policy number/reference XXXXXXXXXX</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	

1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES See Appendix 1																				
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) Also provide copies of your last 3 years audited accounts . If audited accounts are not available please provide copies of your management accounts</p> <table border="1" data-bbox="296 920 1391 1357"> <thead> <tr> <th colspan="3" data-bbox="296 920 1230 1021"><u>Company</u></th> <th data-bbox="1230 920 1391 1021">Account s Enclosed</th> </tr> <tr> <th data-bbox="296 1021 440 1099"><u>Year</u></th> <th data-bbox="440 1021 855 1099"><u>Turnover</u></th> <th data-bbox="855 1021 1230 1099"><u>Profit(Loss)</u></th> <th data-bbox="1230 1021 1391 1099"></th> </tr> </thead> <tbody> <tr> <td data-bbox="296 1099 440 1178">2010/11</td> <td data-bbox="440 1099 855 1178">██████████</td> <td data-bbox="855 1099 1230 1178">██████████</td> <td data-bbox="1230 1099 1391 1178">YES</td> </tr> <tr> <td data-bbox="296 1178 440 1256">2011/12</td> <td data-bbox="440 1178 855 1256">██████████</td> <td data-bbox="855 1178 1230 1256">██████████</td> <td data-bbox="1230 1178 1391 1256">YES</td> </tr> <tr> <td data-bbox="296 1256 440 1357">2012/13</td> <td data-bbox="440 1256 855 1357">██████████</td> <td data-bbox="855 1256 1230 1357">██████████</td> <td data-bbox="1230 1256 1391 1357">YES</td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p> <p>** Please see Appendices 2, 3 and 4</p>		<u>Company</u>			Account s Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2010/11	██████████	██████████	YES	2011/12	██████████	██████████	YES	2012/13	██████████	██████████	YES
<u>Company</u>			Account s Enclosed																			
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																				
2010/11	██████████	██████████	YES																			
2011/12	██████████	██████████	YES																			
2012/13	██████████	██████████	YES																			
2.2	<p>Please show below your company's turnover in the provision of supported living services to adult with learning disabilities, in the last three financial years. (Please insert figures – do not refer to attached accounts)</p> <table border="1" data-bbox="395 1794 1289 1897"> <tr> <td data-bbox="395 1794 568 1897"><u>Year</u></td> <td data-bbox="568 1794 1289 1897">Turnover in relation to supported living services to adult with learning disabilities</td> </tr> </table>		<u>Year</u>	Turnover in relation to supported living services to adult with learning disabilities																		
<u>Year</u>	Turnover in relation to supported living services to adult with learning disabilities																					

	2010/11 2011/12 2012/13	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px;"></div>	
(If exact figures are not available please provide your best estimate of the figures required)			

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?	NO
1.2	If YES to 1.1 please provide further details. <div style="background-color: black; width: 500px; height: 20px; margin-top: 10px;"></div>	

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. We have had no contracts terminated early during this period.	
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.	

	We have not incurred any penalties in this period.
--	--

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> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
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 checked="" type="checkbox"/></p>	<p>YES please see Appendix 5</p>
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	<p>NO</p>

1.3	If YES to 1.2 please supply the following details as well as a copy of any certificates. Accrediting Organisation: Reference No: Date accreditation expires or is to be renewed: Please tick here if a copy of certificate attached <input type="checkbox"/>	
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
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
1.7	<p data-bbox="277 421 1370 517">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.)</p> <p data-bbox="277 555 1347 674">[Redacted]</p> <ul data-bbox="320 674 1289 913" style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted] <p data-bbox="277 952 1310 1070">[Redacted]</p> <ul data-bbox="320 1070 1414 1827" style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted] <p data-bbox="277 1865 1011 1906">[Redacted]</p> <ul data-bbox="320 1906 1422 2020" style="list-style-type: none">[Redacted][Redacted]	

	<p>[REDACTED]</p> <p>[REDACTED]</p>	
1.8	Do you have a health and safety training programme for employees?	YES
1.9	<p>If YES to 1.8 please state what training has been given.</p> <p>All employees receive a mandatory health and safety induction.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED] <p>[REDACTED]</p>	

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
<p>1.10</p>	<p>Does your company monitor:</p> <p>(a) Accidents</p> <p>(b) Ill health caused by work</p> <p>(c) Health & Safety Performance</p>	<p>YES</p> <p>YES</p> <p>YES</p>
<p>1.11</p>	<p>Does your company have a recognised health & safety management system?</p> <p>Please give details below:</p> <p>[REDACTED]</p>	<p>NO</p>

<p>1.12</p>	<p>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.</p> <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="padding: 5px;">No. of accidents reported under RIDDOR last year</td> <td style="padding: 5px; text-align: center;">■</td> </tr> <tr> <td style="padding: 5px;">No. of accidents reported under RIDDOR this year</td> <td style="padding: 5px; text-align: center;">■</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	■							
<p>1.13</p>	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] 	<p>YES</p>						
<p>1.14</p>	<p>Will you be using any sub contractors as part of this contract?</p>	<p>NO</p>						
<p>1.15</p>	<p>If YES to 1.14 please give details of who your sub contractors are.</p> <p>N/A</p>							

<p>1.16</p>	<p>If YES to 1.14 how do you ensure they are competent?</p> <p>N/A</p>
<p>1.17</p>	<p>Where do you get your competent health and safety advice?</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

<p>2.</p>	<p>Equal Opportunities</p>	
<p>*</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</i></p>	

	<p><i>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></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
<p>2.1</p>	<p>How do you comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)?</p> <ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Human Rights Act 1998 - Equality Act 2010 <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] 	<p>Enclosed</p> <p>YES</p> <p>Please see Appendix 6</p>

	<p>[REDACTED]</p>	
<ul style="list-style-type: none">■■■■■■■■■	<p>[REDACTED]</p>	
	<p>[REDACTED]</p>	

	<p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED]	
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> <ul style="list-style-type: none">[REDACTED]	

	<ul style="list-style-type: none">[REDACTED][REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED] <p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED]
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	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	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?	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 2.8 and 2.9)</p> <p>How do you 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 and career progression?</p>	

Please provide evidence of the above.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]


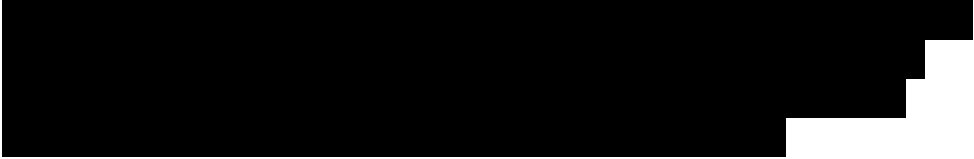

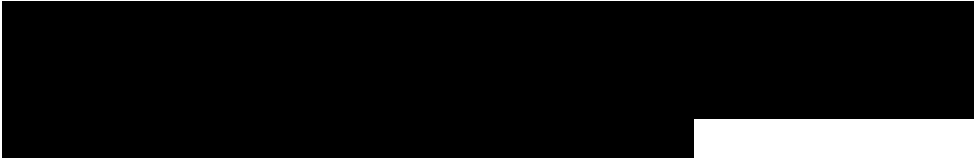

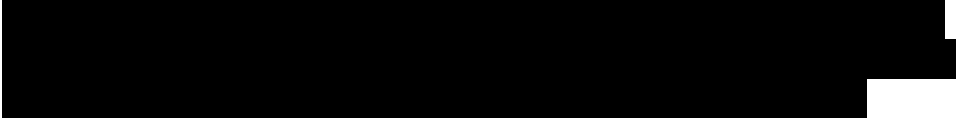
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<p>2.8</p>	<p>Do you have a grievance process to address all complaints relating to perceived discrimination?</p> <p>Provide evidence for the above</p> <p>Yes, we have a Grievance Policy and Procedure.</p>      <p>Please Appendix 11 for the Grievance Policy</p>	<p>YES</p> <p>Please see Appendix 11</p>
<p>2.9</p>	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.</p>	<p>YES/NO</p>

	Confirmed	
	N/A	

3.	Safeguarding of adults and children	
*	<p><i>Why do we need to know this?</i> <i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i> <i>“Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2013)”</i></p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
3.1	<p>Do you have a Safeguarding Policy or statement for safeguarding children? Do you have a Safeguarding Policy or statement for safeguarding adults?</p>	<p>Enclosed YES Please see Appendix 12</p>
3.2	<p>For information: our requests for references will include a question relating to your organisation’s record for safeguarding.</p>	
3.3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire’s Safeguarding Children Board (SSCB) and http://www.safeguardingshropshireschildren.org.uk/scb/index.html Shropshire Council’s approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <p>[REDACTED]</p> <p>Status: Bid Writer</p> <p>(For and on behalf of Midland Heart)</p> <p>Date 5th December 2013</p>	

Section F: Contract Experience and References

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 & Contact Details	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2.	
2.1	<p data-bbox="263 210 1358 344">Please set out below why you feel your organisation is well placed to undertake this contract. 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 the required service.</p> <p data-bbox="263 443 1390 618">[Redacted]</p> <p data-bbox="263 645 1406 853">[Redacted]</p> <p data-bbox="263 880 1406 1155">[Redacted]</p> <p data-bbox="263 1182 1161 1290">[Redacted]</p> <p data-bbox="263 1317 1417 1592">[Redacted]</p> <p data-bbox="263 1619 1390 1895">[Redacted]</p> <p data-bbox="263 1921 1362 1995">[Redacted]</p>

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]

	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 800px; height: 50px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 800px; height: 30px;"></div>
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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 or EU Equivalent.</p> <p>Please state whether the award belongs to the company or an individual.</p>

<p>Please note that CQC registration is a mandatory requirement to provide this service. (PASS/FAIL)</p>			
Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal
[REDACTED]	Membership	-	-
[REDACTED]	Membership/ IIP Gold employer	'Gold' achieved on 28/03/2012	-
[REDACTED]	Membership	-	-
[REDACTED]	Level 4 Status	June 2013	June 2014
[REDACTED]	Registration	April 2012	-
<p>Please provide copies of the certificates you have given above or other proof of the qualifications.</p>			<p>Enclosed YES Please see Appendices 13,14,15,16, 17 & 18</p>

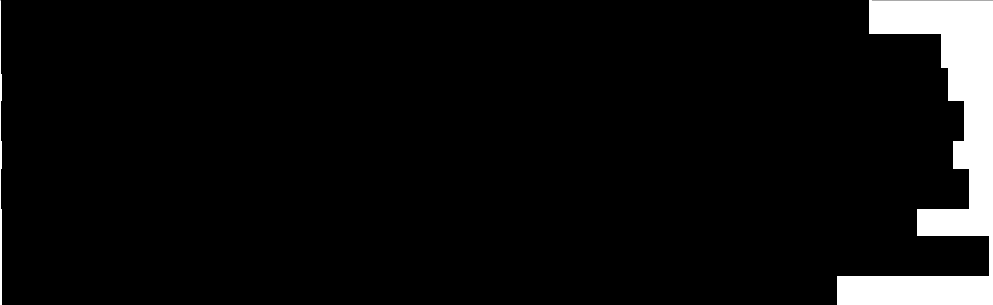
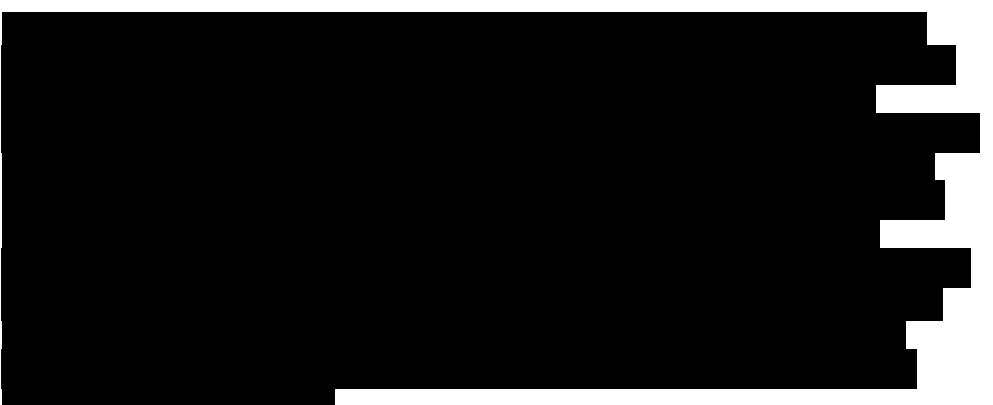
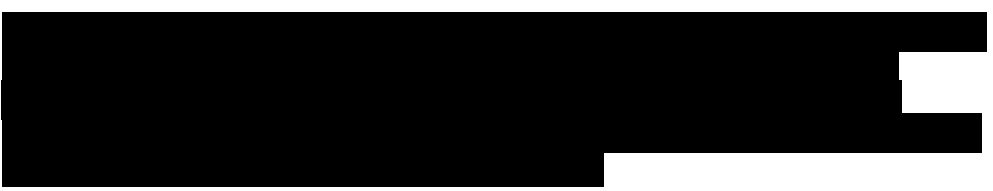
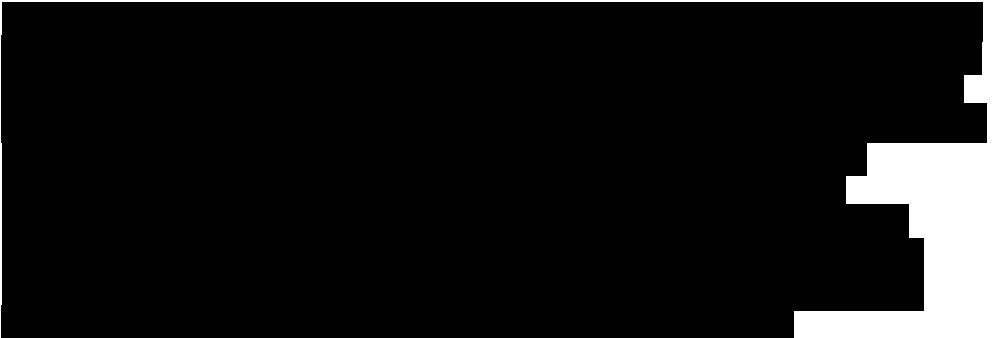

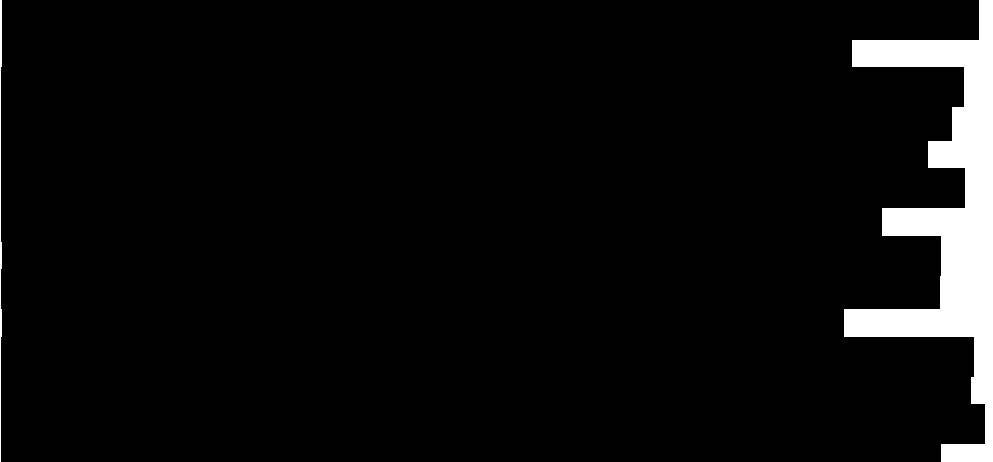
Section H: Tender Schedule

1.	Pricing Schedule
1.1	<p>Please complete the table below for each Lot tendered for and provide a separate sheet detailing a complete breakdown of how the annual cost for each tendered Lot is calculated.</p> <p>** Please see appendix 19 for the Pricing breakdown.</p>

Lot	Total Annual Cost (£)
1	[REDACTED]
2	[REDACTED]
3	[REDACTED]
Combined	[REDACTED]
[REDACTED]	



2. Tender Specification Response		
2.	<p data-bbox="264 790 1262 925">Please provide an implementation plan (complete with incremental milestones and timescales) detailing how you would manage the transfer of the service to your organisation, to ensure the smooth transfer of the service by 01st April 2014.</p> <p data-bbox="264 958 1249 1133">[REDACTED]</p> <p data-bbox="264 1160 1249 1402">[REDACTED]</p> <p data-bbox="264 1429 1249 1733">[REDACTED]</p> <p data-bbox="264 1760 1249 2027">[REDACTED]</p>	<p data-bbox="1289 786 1394 880">5% / 50 max marks</p>

	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
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	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
3.	<p>Please describe how you will manage the transition for service users to the new service.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	5% / 50 max marks

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
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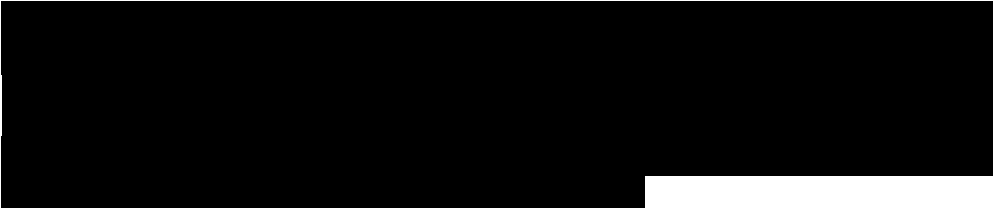



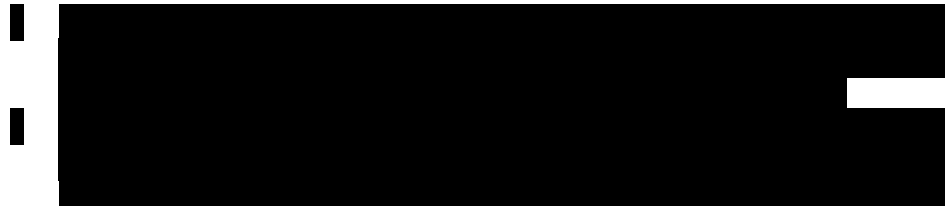
		
4.	<p data-bbox="263 1258 1212 1355">Please describe how you will ensure the service maximises service user independence. Please include 2 previous examples of how you have achieved this.</p> 	10% / 100 max marks

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
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	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
--	---	--

	<p>[Redacted]</p> <p>Please see Appendix 22 Care and Support Plan example.</p>	
5.	<p>Please detail how you will measure service user outcomes identified in their support plans.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted]	10% / 100 max marks

	 <p>See Appendix 22 Care and Support Plan example.</p>	
6.	<p>Please detail how you safeguard service users through your quality assurance processes.</p>     	10% / 100 max marks

		[REDACTED]	
	■	[REDACTED]	
	■	[REDACTED]	
	■	[REDACTED]	
	■	[REDACTED]	
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	<p>[REDACTED]</p> <p>Please see:- Appendix 12 Safeguarding Policy Appendix 23 Safeguarding Adults Procedure Appendix 24 Safeguarding leaflet (easy read) Appendix 25 Safeguarding log Appendix 26 Safeguarding Process Map Appendix 27 Quality Assurance Policy Appendix 28 Compliment, Comment and Complaints Policy</p>	
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personal info

Midland Heart
20 Bath Row
Birmingham
B15 1LZ
[REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 12 March 2014

Dear Sir

**EMC 006 – COMMUNITY LIVING SERVICE
LOT 1 – SHREWSBURY
COMMENCING 1 APRIL 2014 TO 31 MARCH 2019 WITH THE OPTION TO EXTEND
FOR A FURTHER TWO YEARS**

SHROPSHIRE COUNCIL

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 of the above 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 24 March 2014.

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 after the expiry of the standstill period subject to contract. In addition the Council reserves the right to reduce the number of hours stipulated in the Invitation to tender prior to the commencement of contract with a proportionate reduction in cost. In addition, on the basis that Midland Heart submitted an average annual cost, the Council also requires that the final negotiated cost be fixed for the initial 5 year period of contract and therefore there will be no annual inflationary uplift applied during this period. In addition, Midland Heart submitted an aggregate reduced cost for the combined three lots, therefore the Council will wish to explore how to apportion this overall reduction to the lots with Midland Heart before commencement of contract. In addition Council officers will agree and finalise with Midland Heart an appropriate notice of reduction in hours clause as per the discussion held at the meeting between Midland Heart and Ruth Houghton, Rod Ward and Ros Bridges of this Council on 25 February 2014.

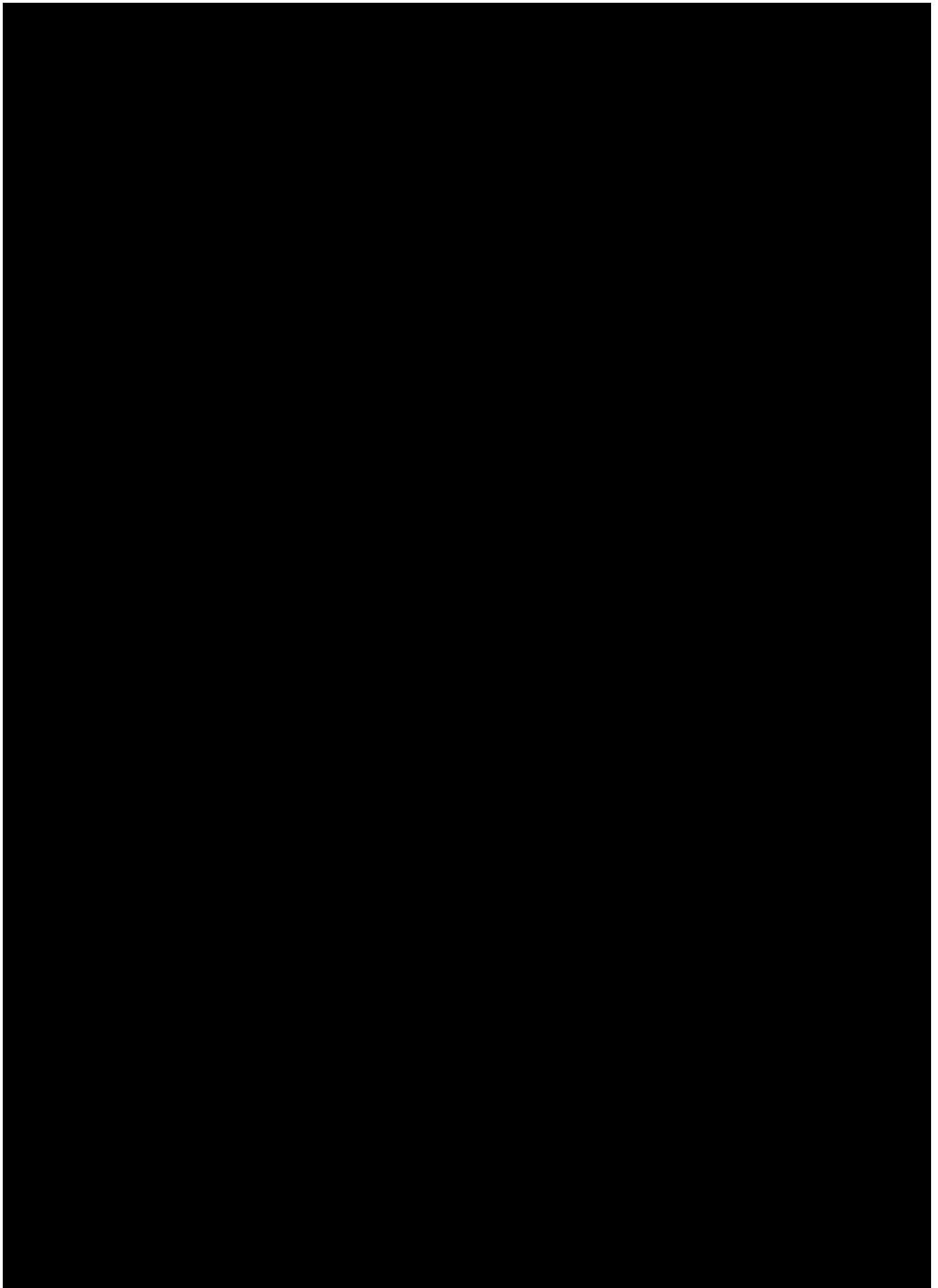
commercial info

The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 50% and price for 50% of the total marks.

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

Criteria	Your Weighted Score	Your Rank (out of all 14 tenders received)
Price (out of 500 marks)		
Quality (out of 500 marks)		
Overall		

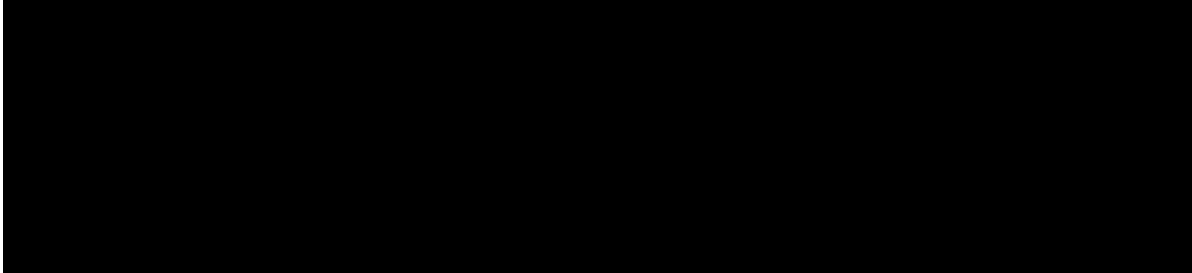
Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows:-



personal info

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

Yours faithfully



Shropshire Council

Shropshire Council



personal info

Midland Heart
20 Bath Row
Birmingham
B15 1LZ
[REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 12 March 2014

Dear Sir

**EMC 006 – COMMUNITY LIVING SERVICE
LOT 2 – SHREWSBURY & MUCH WENLOCK
COMMENCING 1 APRIL 2014 TO 31 MARCH 2019 WITH THE OPTION TO EXTEND
FOR A FURTHER TWO YEARS**

SHROPSHIRE COUNCIL

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 of the above contract as set out in your recent tender.

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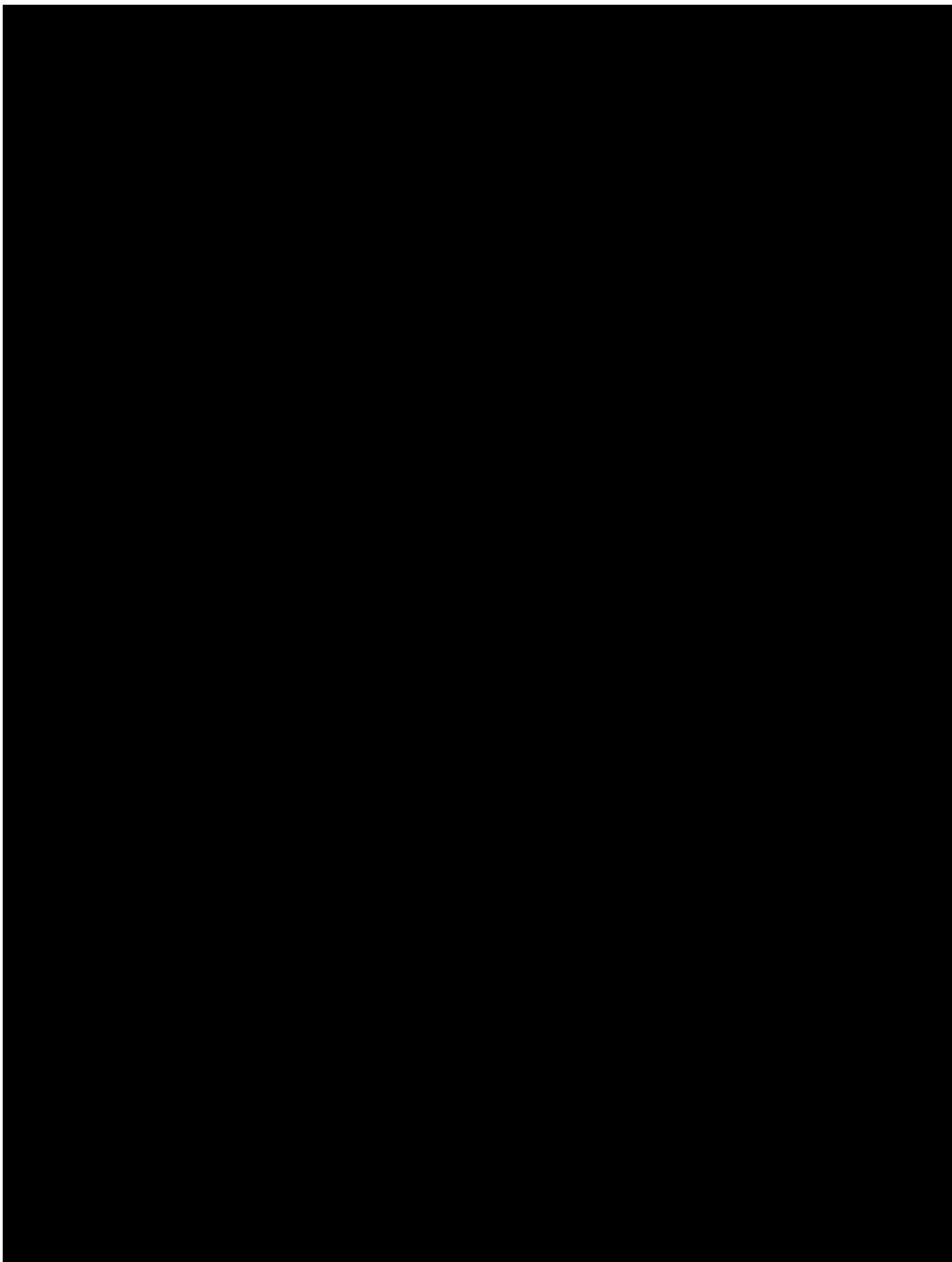
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personal info

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Yours faithfully



Shropshire Council

Shropshire Council



personal info

Midland Heart
20 Bath Row
Birmingham
B15 1LZ
[REDACTED]

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 12 March 2014

Dear Sir

**EMC 006 – COMMUNITY LIVING SERVICE
LOT 3 – OSWESTRY & SHREWSBURY NON 24 HOUR
COMMENCING 1 APRIL 2014 TO 31 MARCH 2019 WITH THE OPTION TO EXTEND
FOR A FURTHER TWO YEARS**

SHROPSHIRE COUNCIL

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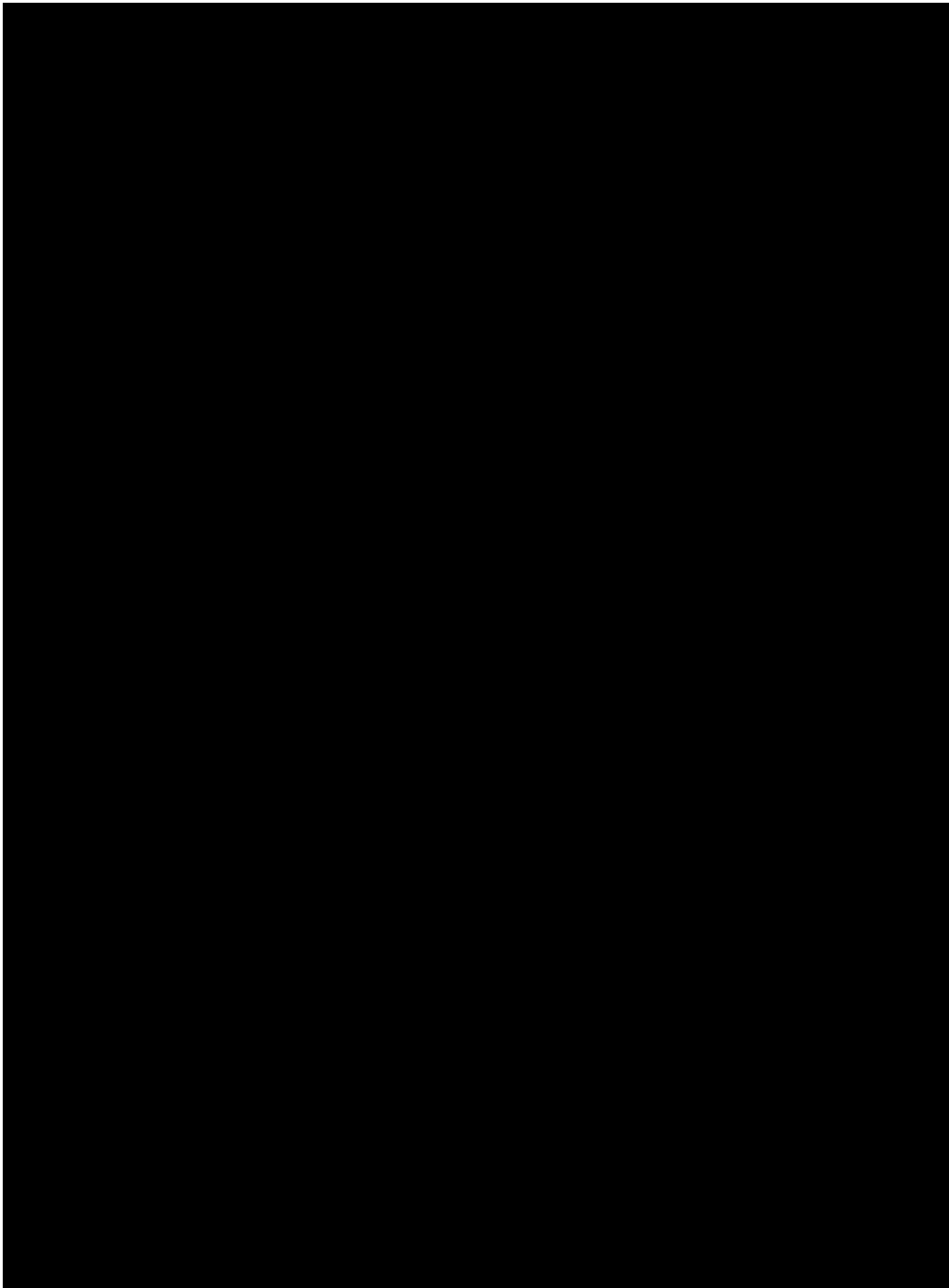
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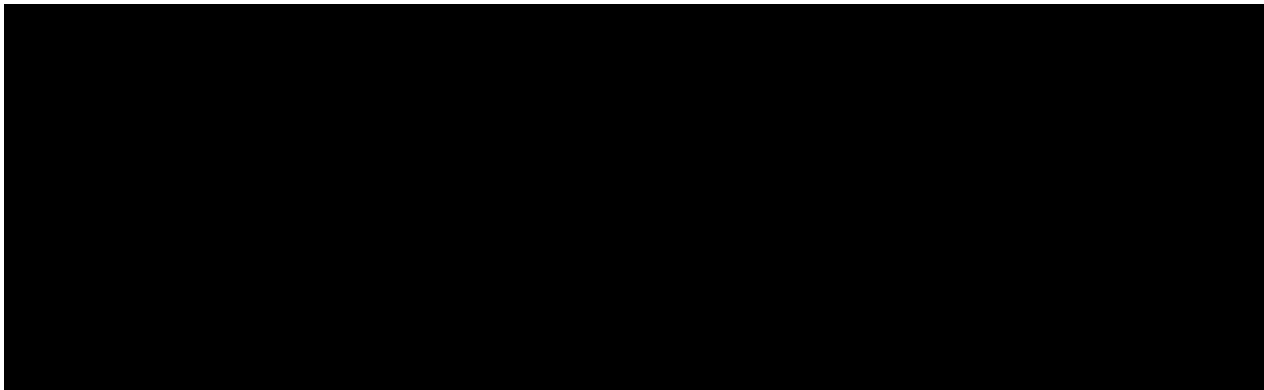
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Yours faithfully



Shropshire Council

Shropshire Council