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**United Kingdom-Shrewsbury: Social work services
2018/S 134-305785**

Contract notice

Services

Legal Basis:

Directive 2014/24/EU

Section I: Contracting authority

I.1) Name and addresses

Shropshire Council
Shirehall, Abbey Foregate
Shrewsbury
SY2 6ND
United Kingdom
Contact person: [REDACTED] - Procurement Manager
Telephone: +44 1743253912
E-mail: procurement@shropshire.gov.uk
NUTS code: UKG22

Internet address(es):

Main address: www.shropshire.gov.uk

I.1) Name and addresses

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement
Shirehall, Abbey Foregate
Shrewsbury
SY2 6ND
United Kingdom
E-mail: procurement@shropshire.gov.uk
NUTS code: UKG22

Internet address(es):

Main address: www.shropshire.gov.uk

I.2) Information about joint procurement

The contract involves joint procurement

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Social-work-services./58R8848ZKC>
Additional information can be obtained from the abovementioned address
Tenders or requests to participate must be submitted electronically via: <http://www.delta-esourcing.com/tenders/UK-title/58R8848ZKC>
Tenders or requests to participate must be submitted to the abovementioned address

I.4) Type of the contracting authority

Regional or local authority

- I.5) **Main activity**
General public services

Section II: Object

II.1) **Scope of the procurement**

- II.1.1) **Title:**
AMNV 006 - Syrian Refugee Resettlement and UASC Service
Reference number: AMNV 006

- II.1.2) **Main CPV code**
85310000

- II.1.3) **Type of contract**
Services

- II.1.4) **Short description:**
Shropshire Council currently holds a contract for refugee services with an existing provider which expires on 30.9.2018. However the council has further funding for these services and now wishes to appoint a provider for a combined Syrian Refugee Resettlement and Unaccompanied Asylum Seeking Children (UASC) service from 1.10.2018 when the next Syrian families are now due to arrive.

- II.1.5) **Estimated total value**
Value excluding VAT: 900 000.00 GBP

- II.1.6) **Information about lots**
This contract is divided into lots: no

II.2) **Description**

- II.2.1) **Title:**

- II.2.2) **Additional CPV code(s)**

- II.2.3) **Place of performance**
NUTS code: UKG22
Main site or place of performance:
Shropshire CC

- II.2.4) **Description of the procurement:**
Shropshire Council currently holds a contract for refugee services with an existing provider which expires on 30.9.2018. However the council has further funding for these services and now wishes to appoint a provider for a combined Syrian Refugee Resettlement and Unaccompanied Asylum Seeking Children (UASC) service from 1.10.2018 when the next Syrian families are now due to arrive.
Organisations who wish to tender for this service should note the specifications in Schedules 1 and 2 of the form of contract which outline what will be required of the appointed service provider.
At the moment funding is available for the resettlement and support of 10 Syrian families in Shropshire to 30.9.2019 and for the UASC service to 31.3.2018. There are at present 29 UAS children in Shropshire, not all of whom are supported at any one time, however any or all these children may call on the service for support during the period of the contract.
The council may obtain further funding for both aspects of the service beyond these dates and ultimately extend the contract up to 30.9.2021, however this is not guaranteed at the present time and the council would negotiate future costs with the appointed provider in the event that the contract is extended.
Tender & contract

Tenders are invited from providers for the initial period up to 31.9.2019.

The council is looking to appoint a provider:

- who is able to deliver a service starting from 1.10.2018,
- that can demonstrate their ability to deliver this service.

Applicants should note that it is considered that the employee “Transfer of Undertakings (Protection of Employment) Regulations 2006” (“TUPE”) may apply to this contract. Applicants are advised to seek their own legal advice in this regard.

As a public authority, in line with the public services (Social Value) Act 2012 the council has due regard to economic, social and environmental well-being in Shropshire. Accordingly the council is looking, in relation to the delivery of this contract, for proposals from contractors that could help provide social value benefits within Shropshire where practicable.

II.2.5) Award criteria

Criteria below

Quality criterion - Name: Quality / Weighting: 60

Cost criterion - Name: Price / Weighting: 40

II.2.6) Estimated value

Value excluding VAT: 900 000.00 GBP

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

Start: 01/10/2018

End: 30/09/2019

This contract is subject to renewal: yes

Description of renewals:

This contract can be extended for a further period of up to 2 years after the initial 12 months period.

II.2.10) Information about variants

Variants will be accepted: no

II.2.11) Information about options

Options: no

II.2.12) Information about electronic catalogues

II.2.13) Information about European Union funds

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

II.2.14) Additional information

Section III: Legal, economic, financial and technical information

III.1) Conditions for participation

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

List and brief description of conditions:

See tender documentation.

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation.

Minimum level(s) of standards possibly required:

See tender documentation.

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation.

Minimum level(s) of standards possibly required:

See tender documentation.

III.1.5) Information about reserved contracts

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

III.2.2) Contract performance conditions:

See tender documentation.

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

Section IV: Procedure

IV.1) Description

IV.1.1) Type of procedure

Open procedure

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

IV.1.4) Information about reduction of the number of solutions or tenders during negotiation or dialogue

IV.1.6) Information about electronic auction

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

The procurement is covered by the Government Procurement Agreement: no

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure

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

Date: 14/08/2018

Local time: 12:00

IV.2.3) Estimated date of dispatch of invitations to tender or to participate to selected candidates

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

English

IV.2.6) Minimum time frame during which the tenderer must maintain the tender

IV.2.7) Conditions for opening of tenders

Date: 14/08/2018

Local time: 12:00

Place:

Shirehall, Shrewsbury

Section VI: Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: yes

Estimated timing for further notices to be published:

3 years

VI.2) Information about electronic workflows

VI.3) Additional information:

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

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

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Social-work-services./58R8848ZKC>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/58R8848ZKC>

GO Reference: GO-2018712-PRO-12786524

VI.4) **Procedures for review**

VI.4.1) **Review body**

Shropshire Council
Shirehall
Shrewsbury
SY2 6ND
United Kingdom
Telephone: +44 1743252992
E-mail: procurement@shropshire.gov.uk
Internet address: www.shropshire.gov.uk

VI.4.2) **Body responsible for mediation procedures**

Shropshire Council
Shirehall, Abbey Foregate
Shrewsbury
SY2 6ND
United Kingdom
E-mail: procurement@Shropshire.gov.uk
Internet address: www.shropshire.gov.uk

VI.4.3) **Review procedure**

VI.4.4) **Service from which information about the review procedure may be obtained**

Shropshire Council
Shirehall, Abbey Foregate
Shrewsbury
SY2 6ND
United Kingdom
E-mail: procurement@shropshire.gov.uk
Internet address: www.shropshire.gov.uk

VI.5) **Date of dispatch of this notice:**

12/07/2018

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Bidder

**AMNV 006 – SYRIAN REFUGEE RESETTLEMENT AND UNACCOMPANIED ASSYLUM
SEEKING CHILDREN 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 for Tendering
2. Draft Form of Contract including Specification
3. Tender Response Document
4. TUPE Confidentiality Letter

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

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

Returning of Tenders

- The deadline for returning tenders is **noon on 14th August 2018** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email

- Tenders are received after **12 noon on the given deadline**

European Requirements

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

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 12th July 2018 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

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

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

Other Details

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

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

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

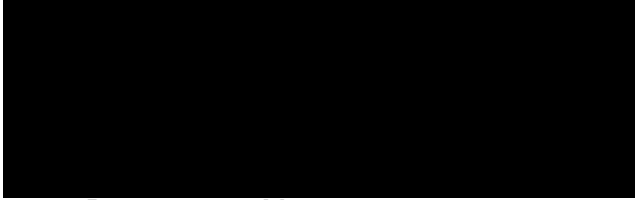
Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

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

personal info

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

Yours faithfully



Procurement Manager
Commissioning & Procurement
Enc



INSTRUCTIONS FOR TENDERING

**AMNV 006 - SYRIAN REFUGEE
RESETTLEMENT AND
UNACCOMPANIED ASYLUM-
SEEKING CHILDREN SERVICE**

Shropshire Council Instructions for tendering

Contract Description:

Shropshire Council currently holds a contract for refugee services with an existing provider which expires on 30.09.18. However the Council has further funding for these services and now wishes to appoint a provider for a combined Syrian Refugee Resettlement and Unaccompanied Asylum Seeking Children (UASC) service from 01.10.18 when the next Syrian families are now due to arrive.

Organisations who wish to tender for this service should note the Specifications in Schedules 1 and 2 of the Form of Contract which outline what will be required of the appointed Service Provider.

At the moment funding is available for the resettlement and support of 10 Syrian families in Shropshire to 30.09.19 and for the UASC service to 31.03.18. There are at present 29 UAS children in Shropshire, not all of whom are supported at any one time, however any or all these children may call on the service for support during the period of the contract.

The Council may obtain further funding for both aspects of the service beyond these dates and ultimately extend the contract up to 30.09.21, however this is not guaranteed at the present time and the Council would negotiate future costs with the appointed provider in the event that the contract is extended.

Tender & Contract

Tenders are invited from providers for the initial period up to 31.09.19.

The Council is looking to appoint a provider:

- who is able to deliver a service starting from 01.10.18
- that can demonstrate their ability to deliver this Service

TUPE

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

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of a Syrian Refugee Resettlement and Unaccompanied Asylum Seeking Children Service as detailed in the Tender Response Document and Form of Contract. The contract will be for an initial period of 1 year commencing on the 1st October 2018 with the option to extend for a further period of up to 2 years.
- 1.2** Tenders are to be submitted in accordance with the Draft Form of Contract and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.0 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the Draft Form of Contract and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

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

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in

the Tender documentation are correct at the time of submission.

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 14th August 2018**.
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

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

5.0 Variant Bids

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

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

- 6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Also compliance with the provisions in relation to Local Authority Pensions will also be required. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.
- 6.2 Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract can be requested by signing the TUPE Confidentiality Letter and returning it via the Delta Tender Box. Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the

Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

7.0 Tender Evaluation

7.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

7.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

8.0 Clarifications

8.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

8.2 If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.

8.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

8.4 All queries should be raised as soon as possible (in writing), in any event not later than **7th August 2018**.

8.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

8.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

9.0 Continuation of the Procurement Process

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

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

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

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

10.0 Confidentiality

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

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

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

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

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

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

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

10.5 Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

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

10.7 Transparency of Expenditure

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

11.0 Freedom of Information

- 11.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 11.2 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 11.3 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

11.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

11.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

12.0 Disqualification

12.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

12.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or

12.1.2 The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.

12.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

12.1.4 The Tenderer :

a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or

c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or

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

12.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a

Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

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

13.0 E-Procurement

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

14.0 Award of Contract

14.1 Award Criteria

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

14.2 Award Notice

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

14.3 Transparency of Expenditure

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

15.0 Value of Contract

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

16.0 Acceptance

- 16.1** Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- 16.2** The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.
- 16.3** The Tenderer shall be prepared to commence the provision of services on the start date of the contract being **1st October 2018**.

17.0 Payment Terms

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

18.0 Liability of Council

- 18.1** The Council does not bind himself to accept the lowest or any tender.
- 18.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 18.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 18.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 18.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained

within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

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

20.0 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Dated.....20

BETWEEN

SHROPSHIRE COUNCIL

and

[add in legal entity of the Service Provider]

FOR

A SYRIAN REFUGEE AND UNACCOMPANIED ASYLUM SEEKING CHILDREN'S SERVICE

AMNV006

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THIS CONTRACT is made the _____ day of _____ 20____
hereinafter called "the Contract" between (1) SHROPSHIRE COUNCIL of Shirehall Abbey
Foregate Shrewsbury SY2 6ND ("the Council") and (2) **[add in legal entity name]** of **[add in
legal entity address]** Company Number _____ (the "Service Provider").
(together 'the Parties')

NOW IT IS AGREED as follows:

DEFINITIONS

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

Associated Person	in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
Best Value	the requirement under section 3 of the Local Government Act 1999 for local authorities to secure continuous improvement.
Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Commencement Date	01.10.18
Commercially Sensitive Information	comprises the information of a commercially sensitive nature relating to the Service Provider, its intellectual property rights or its business which the Service Provider has indicated to the Council in writing that, if disclosed by the Council, would cause the Service Provider significant commercial disadvantage or material financial loss;
Confidential Information	all information as defined by Clause 31.
Contract	means this agreement
Contract Documents	means all of the documents annexed to, contained and referred to within this Contract
Contracts Manager	the nominated officer of the Council authorised to oversee contractual arrangements in respect of the Service.
Council Data	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Service Provider by or on behalf of the Council; or which the Service Provider is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Council is the Data Controller
Council Software	software which is owned by or licensed to the Council, including software which is or will be used by the Service Provider for the purposes of providing the Services but excluding the Service Provider Software
Data Controller	shall have the meaning given to the term "controller" as set out in Article 4 of the GDPR
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement,

	and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
Data Processor	shall have the meaning given to the term "processor" as set out in Article 4 the GDPR
Data Protection Impact Assessment	an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Protection Legislation'	means: i) all applicable Law about the processing of personal data and privacy; and ii) The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and iii) to the extent that it relates to processing of personal data and privacy, any Laws that come into force which amend, supersede or replace existing Laws including the GDPR, the (LED Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time including the DPA 2018 (subject to Royal Assent)
Data Protection Officer	Shall have the meaning given in the GDPR
Data Subject	shall have the same meaning as set out in the GDPR
Data Subject Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
Employment Checks	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, disclosure and barring checks and occupational health checks.
Exempt Information	any information or class of information (including but not limited to any document, report, Contract or other material containing information) relating to this Contract or otherwise relating to the Parties to this Contract which potentially falls within an exemption to FOIA (as set out therein)
Expiry date	30.09.19
Financial Year	the period of 12 months from and including 1st April in one year to the 31st March in the next.
First Point of Contact	the Council's office which the Council will ensure that the Service Provider has up to date telephone and email contact details for
FOIA	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause.
FOIA notice	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.

Formal Complaint	A complaint that cannot be resolved through any instant remedial action and is not a service request.
Funding	means the Funding provided to the Council by virtue of a funding agreement between the Council the National Government for the purposes of a Syrian Refugees – Orientation, Accommodation And Support Service and which contains obligations upon the Council as to the use of the Funding.
GDPR	Means the General Data Protection Regulation in force in the UK with effect from 25th May 2018
Initial Extension Information	Means the period from 01.10.19 to 31.09.20 has the meaning given under section 84 of the Freedom of Information Act 2000
Intellectual Property Rights	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Service Provider is bound to comply
LED	Law Enforcement Directive (Directive (EU) 2016/680)
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
Notice	a written communication issued in accordance with Clause 9 of the Contract
Officer(s)	those officers of the Council who are authorised by the Council to perform functions in connection with this Contract
Outcomes	means the targets, results or objectives set out in this Agreement
Payment Review Parties	The review of Payment as detailed in Clause 5 the Service Provider and the Council and 'Party' shall mean either one of them
Payment	the amount payable by the Council to the Service Provider in accordance with this Contract as detailed in Clause 2
Performance Indicators	The performance indicators relating to this Contract issued by the Council from time to time
Personal Data	shall have the same meaning as set out in the GDPR
Personal Data Breach	means: anything which constitutes a "personal data breach" as set out in in Article 4 of the GDPR
Processor Personnel	means all directors, officers, employees, agents, consultants and contractors of the Data Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement
Prohibited Act	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or

	(ii) reward that person for improper performance of a relevant function or activity;
	(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;
	(c) committing any offence;
	(i) under the Bribery Act;
	(ii) under legislation creating offences concerning fraudulent acts;
	(iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or
	(d) defrauding, attempting to defraud or conspiring to defraud the Council.
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it
Public body	as defined in the FOIA 2000
Receiving Party	means a party to this Contract to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
Regulatory Bodies	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
Regulated Activity	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Regulated Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
Relevant Transfer	means a relevant transfer for the purposes of TUPE
Request for Information	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
Service	means the service as more specifically referred to in Schedule 1 Service Specification
Service Users	the persons or client group designated from time to time by the Council to receive the Service
Specification	the Specification contained in the Schedules to this Contract
Staff	all employees, agents, consultants and contractors of the Service Provider and/or of any Sub-contractor paid or unpaid;
Sub-Contract	any contract or agreement, or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof

Sub-Contractor	the third parties that enter into a Sub-Contract with the Service Provider
Sub-processor	any third party appointed to process Personal Data on behalf of the Service Provider related to this Agreement.
Subsequent Extension	Means the period from 01.10.20 to 31.09.21
Tender	means the tender dated [.....] submitted by the Service Provider and accepted by the Council annexed to this Agreement in Appendix 3
Term	means the period commencing on the Commencement Date and expiring on the Expiry Date
Third Party	a person (other than the Service User or the Council) who agrees to make a contribution to the cost of the Service
Third Party Software	software which is proprietary to any third party which is or will be used by the Service Provider for the purposes of providing the Services
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive
Working Days	Monday to Friday inclusive (not including national bank holidays)
Writing	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received EXCEPT with respect to Clause 9 (Notices) of this Contract where the term "Writing" does not include facsimile transmission or electronic mail with respect to the service or receipt of Notices.

INTERPRETATIONS

- 1 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 2 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 4 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
 - i references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - ii the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 5 Words in the singular shall include the plural and vice versa.
- 6 A reference to one gender shall include a reference to the other genders.
- 7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 8 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 9 References to clauses are to the clauses of these terms and conditions.
- 10 Where any statement is qualified by the expression so far as the Service Provider is aware or to the Service Provider's knowledge or any similar expression, that statement

shall be deemed to include an additional statement that it has been made after due and careful enquiry.

- 11 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

WHEREAS:

- (A) The Council wishes to receive a service for the support of Syrian Refugees and for Unaccompanied Asylum Seeking Children
- (B) The Service Provider has the skills, background and experience in providing the Services required by the Council
- (C) The Service Provider is willing to provide the Services as defined below and the Council is willing to appoint the Service Provider to provide the Services in accordance with the provisions of this Contract

1 CONTRACT AND TERM

- 1(a) In consideration of the Payment 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 and shall continue until the Expiry Date subject to Clause 10 and 16 in accordance with the terms of this Contract.

2 PAYMENT

- 2(a) ***In each Financial Year of the Term a maximum of £0.00 (x pounds only) per annum shall be payable by the Council to the Service Provider for the Service***
- 2(b) Payment will be made by the Council within 30 days of receipt of an invoice for those charges properly incurred in accordance with the delivery of the Service and invoices are to be submitted to the Council monthly in arrears
- 2(c) The Service Provider shall not make a charge to the Service User or any third party for the Service provided.
- 2(d) The Council reserves the right to set off against the price of the goods or services any sums owed or becoming due to the Council from the Service Provider.
- 2(e) If either Party fails to make any Payment to the other Party under this Contract within 30 days of receipt of an undisputed invoice then the Party who should make payment shall pay interest on the overdue amount at the statutory rate above the Bank of England base rate from time to time further to the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after Judgment.

3 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 appropriate.
 - 3(a)(iii) Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Service Provider by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 3(b) The Service Provider undertakes to comply with the following in the provision of the Service:
 - 3(b)(i) provide the Service in accordance with the Specification and with all due diligence care and skill expected of a suitable and experienced provider of such services
 - 3(b)(ii) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation

- 3(b)(iii) acknowledge in all publicity wherever reasonably practicable the Council's funding of the Service
 - 3(b)(iv) the Safeguarding adults: multi-agency policy and procedures for the West Midlands
 - 3(b)(v) **NOT USED**
 - 3(b)(vi) all equal opportunities legislation and anti-discriminatory practices including those identified in Clause 30 Equalities
 - 3(b)(vii) ensure that Staff and Subcontractors are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request
 - 3(b)(viii) the Data Protection Act Legislation
 - 3(b)(ix) the standard required of a local authority under the Human Rights Act 1998. The Service Provider shall protect and shall not do anything in breach of Service Users' rights under the Act.
 - 3(b)(x) the principles of Best Value
 - 3(b)(xi) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance
 - 3(b)(xii) declare to the Council at the end of each Financial Year any amount of underspend of the Payment and return the underspend to the Council if requested to do so by the Council.
 - 3(b)(xiii) The Services shall only be performed/delivered by the Service Provider unless otherwise agreed in writing between the Parties
 - 3(b)(xiv) The Service Provider shall provide the Services in accordance with all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Services
 - 3(b)(xv) The Service Provider shall during the Term ensure that every person employed by the Service Provider in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services
 - 3(b)(xvi) before the Service Provider engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Service Provider must without limitation, complete the Employment Checks [and any other checks required by the Disclosure and Barring Service]
 - 3(b)(xvii) The Service Provider shall carry out its own risk assessments relevant to the Services
 - 3(b)(xviii) The Service Provider shall have a written procedure for dealing with complaints about the Service in accordance with clause 38 hereof
 - 3(b)(xix) The Service Provider agrees that where requested in writing during the term of this Contract it will ensure that an appropriately authorised representative of the Service Provider shall attend a Committee meeting of the Council upon being invited to do so by the Council
 - 3(b)(xx) In performing his obligations under this Contract, the Service Provider shall and shall ensure that each of its sub-contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015
- 3(c) Prior to the engagement by the Service Provider of any staff or sub-contractor engaged to provide any part of the Services where such individuals will have contact with children up to the age of eighteen years old or where the performance of the Services may involve contact with vulnerable adults (as defined in the Safeguarding Vulnerable Groups Act 2006) the Service Provider shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:
- 3(c)(i) that each person being considered for engagement be questioned as to whether he/she has any convictions; and
 - 3(c)(ii) that the results of a Disclosure and Barring Service (DBS) check of the most extensive available kind is obtained in accordance with Part V of the Police Act

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

- 3(c)(iii) provide evidence to the Council that a DBS check has been carried out on appropriate Staff if requested
- 3(d) Should the Service Provider provide the Service to Service Users who lack the mental capacity to make particular decisions it must familiarise itself with and adhere to the Council's Mental Capacity Act Deprivation of Liberty Safeguards Multi-Agency Guidance and Procedure.
- 3(e) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Council's Contracts Manager forthwith in Writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council's rights under clauses 10 (Breach) and 16 (Extension and Termination).
- 3(f) The Service Provider warrants that the signing [execution] of this Contract on its behalf has been validly authorised and the obligations expressed as being assumed by the Service Provider under this Contract constitute valid legal and binding obligations of the Service Provider enforceable against the Service Provider in accordance with their terms.
- 3(g) The Service Provider warrants that:
 - 3(g)(i) it has full capacity and authority to enter into this Contract
 - 3(g)(ii) it has obtained all necessary and required licences, consents and permits to provide the Services
 - 3(g)(iii) it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Staff to perform the Services
 - 3(g)(iv) that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions
- 3(h) The Service Provider acknowledges and confirms that:
 - 3(h)(i) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;
 - 3(h)(ii) it has received all information requested by it from the Council pursuant to sub-clause 3(h)(i) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;
 - 3(h)(iii) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause 3(h)(ii);
 - 3(h)(iv) it has raised all relevant due diligence questions with the Council before the Commencement Date; and
 - 3(h)(v) it has entered into this Contract in reliance on its own diligence
 - 3(h)(vi) as at the Commencement Date, the Service Provider warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract AND shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services
 - 3(h)(vii) The Service Provider shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Service Provider in accordance with sub-clause 3(h)(vi) save where such additional costs or adverse effect on performance have been caused by the Service Provider having been provided with fundamentally misleading information by or on behalf of the Council and the Service Provider could

not reasonably have known that the information incorrect or misleading at the time such information was provided.

4 VARIATION

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

5 PAYMENT REVIEW

- 5(a) The Service Provider may request the Council to review the Payment under this Contract on the 1st of April following the first full year of operation of the Service and once in each subsequent year of the Contract provided that such request is submitted to the Council by 1st of March in the previous Financial Year to which the increase will apply.
- 5(b) Following such review the Council may increase the fee payable to the Service Provider which shall be linked to the annual inflationary provision to the Council as determined by the Council's Chief Finance Officer or Officer of equal standing
- 5(c) Should any payment review not be concluded by the 1st of April then the Payment for the preceding Financial Year shall remain in full force until such time as any revised Payment is agreed.
- 5(d) An agreed revised Payment submitted in accordance with 5(c) above shall be back-dated to that date.
- 5(e) The Council's decision after the completion of the payment review shall be final.
- 5(f) The Service Provider shall not be entitled to vary the Payment during the existence of this Contract unless with the prior written consent of the Council.
- 5(g) The Service Provider shall not charge, and the Council shall not be liable, for any expenses, charges, costs, fees except the Payments as set out in this Contract
- 5(h) Unless otherwise agreed in writing by the Council, the Service Provider will pay any of its appointed sub-contractors within the time period specified in the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.

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 Service Provider.
- 8(b) All bank building society post office or other account statements together with all other supporting documentation pertaining to Service Users monies held by the Service Provider shall be retained by the Service Provider and made available for inspection by the Council.
- 8(c) The Service Provider will (upon the Council's request) produce records of any funding held on behalf of Service Users which shall clearly identify the balance held and the date funds are paid in and withdrawn.

- 8(d) The Service Provider will facilitate the inspection of all financial records held in connection with the Service and shall produce a copy of its annual audited accounts as soon as is reasonably practicable if requested to do so by the Council.
- 8(e) The Service Provider shall provide such financial information as the Council may reasonably require from time to time to assess the financial viability and monitor the performance of the Service Provider.
- 8(f) The Service Provider shall compile maintain and keep the information and records as required in the Specification and such information as the Council may from time to time reasonably require to enable the Council to submit any information or data required for the purposes of the Performance Indicators.
- 8(g) The Council may by Notice in Writing to the Service Provider authorise the statutory auditors of the Council or any regulatory body to which the Council is subject including but without limitation the Commissioner for Local Administration to exercise any of the rights exercisable under this clause by the Council. For these purposes the “statutory auditors of the Council” shall include any body appointed by the Council

9 NOTICES

- 9(a) The Service Provider shall comply with and give any Notices required under the Contract or required by any Act of Parliament any instrument rule or order made under any Act of Parliament or any regulation or by-law of any local authority which may have jurisdiction in respect of the Service Provider.
- 9(b) Any Notice under this Contract must be in Writing and can only be sent by:
 - 9(b)(i) recorded delivery post or
 - 9(b)(ii) personal delivery
- 9(c) The Service Provider’s address for the purpose of delivery of a Notice is as set out above and all Notices sent to the Service Provider under this Contract must be sent to the Service Provider’s **[add in Job Title]**.
- 9(d) The Council’s address for the purpose of delivery of a Notice is Housing Services Operations Manager at Shirehall Abbey Foregate Shrewsbury SY2 6ND and a separate copy must also be sent to the Council’s Contracts Manager 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 pursuant to clause 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 Service Provider Staff shall not, in connection with this Contract commit a Prohibited Act;
 - 11(a)(ii) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or

that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.

- 11(b) The Service Provider shall:
- 11(b)(i) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
 - 11(b)(ii) the Service Provider shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Service Provider) the Service Provider's compliance with this clause 11 and provide such supporting evidence of compliance with this clause 11 by the Service Provider as the Council may reasonably request.
- 11(c) If any breach of clause 11 is suspected or known, the Service Provider must notify the Council immediately.
- 11(d) If the Service Provider notifies the Council that it suspects or knows that there may be a breach of clause 11(a), the Service Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Contract.
- 11(e) The Council may terminate this Contract by written notice with immediate effect, and recover from the Service Provider the amount of any loss directly resulting from the cancellation, if the Service Provider or Service Provider Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11(a). At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 11(e), the Council shall give consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by an employee, Sub-Contractor or supplier not acting independently of the Service Provider. The expression "not acting independently of" (when used in relation to the Service Provider or a Sub-Contractor) means and shall be construed as acting:
- 11(e)(i) with the authority; or,
 - 11(e)(ii) with the actual knowledge of any one or more of the directors of the Service Provider or the Sub- Service Provider (as the case may be); or
 - 11(e)(iii) in circumstances where any one or more of the directors of the Service Provider ought reasonably to have had knowledge.
- 11(f) Any notice of termination under clause 11(e) must specify:
- 11(f)(i) the nature of the Prohibited Act;
 - 11(f)(ii) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - 11(f)(iii) the date on which this Contract will terminate.
- 11(g) Despite clause 18 (Disputes), any dispute relating to:
- 11(g)(i) the interpretation of clause 11; or
 - 11(g)(ii) the amount or value of any gift, consideration or commission, shall be determined by the Council and its decision shall be final and conclusive.
- 11(h) Any termination under clause 11(e) will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

12 INSURANCE

- 12(a) The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Service Provider, arising out of the Service Provider's performance of this Contract, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS).

- 12(b) Where the Service Provider is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Service Provider shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Contract. To comply with its obligations under this clause, and as a minimum, the Service Provider shall ensure professional indemnity insurance held by the Service Provider and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.
- 12(c) The Service Provider shall hold and maintain any professional indemnity insurance required under this Contract for a minimum of 6 years following the expiration or earlier termination of this Contract
- 12(d) The Service Provider warrants that it has complied with this clause 12 and warrants that any insurance policy or policies effected and maintained in accordance with this clause do not contain any endorsements or exclusions which have the effect of voiding, reducing or limiting the cover required in respect of the Services.
- 12(e) The Service Provider shall prior to commencement of this Contract provide the Council and thereafter upon request, or at least annually during the Term, with:
- (a) copies of the relevant insurance policy documents (including details of any warranties or exclusions); and
 - (b) receipts or other evidence of payment of the latest premiums due under those policies; and
 - (c) any other evidence reasonably requested by the Council to confirm that the required insurances are in force and effect and meet in full the requirements of this Clause 12.
- Receipt of such evidence by the Council shall not in itself constitute acceptance by the Council or relieve the Service Provider of any of its liabilities and obligations under this Contract.
- 12(f) The Service Provider shall:
- (a) ensure nothing is done to invalidate any insurance policy or cause the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part, including ensuring that any warranties under the policy are complied with;
 - (b) notify the Council as soon as reasonably practicable when it becomes aware of any relevant fact, circumstance or matter which , or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind suspend or void any insurance, or any cover or claim under any insurance in whole or in part.
- 12(g) For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under this Contract.
- 12(h) Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":
- 12(h)(i) if a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Service Provider shall immediately submit to the Council:
 - (a) details of the policy concerned; and
 - (b) its proposed solution for maintaining the minimum limit of indemnity specified; and
 - 12(h)(ii) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Service Provider shall:
 - (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or

- (b) if the Service Provider is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

13 INDEMNITY

- 13(a) The Service Provider shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other [reasonable] professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:
 - (a) The performance, defective performance or otherwise of this Contract by the Service Provider or the Service Provider Staff
 - (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services
 - (c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Service Provider or the Service Provider's Staff; and
 - (d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Contract to the extent that the defective performance is attributable to the acts or omissions of the Service Provider or the Service Provider's Staff
- 13(b) The Council shall indemnify the Service Provider against all reasonable claims, costs and expenses which the Service Provider may incur and which arise, directly from the Council's breach of any of its obligations under this Contract.
- 13(c) Nothing in this Contract shall limit or exclude the liability of either Party for:
 - (a) death or personal injury resulting from negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) the indemnities given in this clause 13

14 AUTHORISED OFFICER AND SERVICE PROVIDER REPRESENTATIVE

15 INTELLECTUAL PROPERTY

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

16 EXTENSION AND TERMINATION

- 16(a) Unless terminated in accordance with this Clause or Clause 10 or 11 this Contract will remain in force during the Term. The Council may in its absolute discretion extend this Contract for the duration of an Initial Extension and for the duration of a Subsequent Extension and shall inform the Service Provider in Writing of its intention to extend the Contract at least 3 months before the Expiry Date and in the event of an agreement to a

Subsequent Extension at least 3 months before the end of the Initial Extension and any extension must comply with the requirements of Clause 16. In the event that the Council exercises its right to extend the duration of this contract, the terms of this Contract shall apply to the extended period. For the avoidance of doubt the maximum period that this Contract shall be extended is two years from the Expiry Date.

- 16(b) This Contract may be terminated prior to the Expiry Date in the following circumstances:-
- 16(b)(i) by either the Council or the Service Provider by giving **6 months'** Notice in Writing to the other party
 - 16(b)(ii) by the Council if in the reasonable opinion of the Council it is no longer practicable to maintain a satisfactory or viable relationship with the Service Provider because the Service Provider or its Staff have acted unlawfully or fraudulently or there has been a serious breakdown of mutual trust between the Parties
 - 16(b)(iii) by the Council if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days.
 - 16(b)(iv) by either Party if the other Party commits a material breach of this Contract and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Contract.
 - 16(b)(v) by either Party where the other Party commits a series of minor breaches which, when taken together, amount to a material breach;
 - 16(b)(vi) by either Party where the other Party commits a material breach of this Contract which cannot be remedied under any circumstances;
 - 16(b)(vii) by the Council forthwith by notice where the Service Provider commits a material breach as a result of a failure to comply with a Notice issued in accordance with clause 10 (Breach)
 - 16(b)(viii) by either Party where the other Party ceases to carry on its business or substantially the whole of its business;
- 16(c) in the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 (Payment) will cease no further Payment will be made and the Service Provider shall repay to the Council all (if any) of the Payment already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met).
- 16(d) Without prejudice to the generality of the foregoing the Council reserves the right to suspend referrals to the Service where in the reasonable opinion of the Council there is any improper conduct on the part of the Service Provider its Staff and Subcontractors and this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / clawback of part of the Payment consistent with the reduction in Service. Improper conduct includes any action which the Council may reasonably consider to be to the detriment of the welfare of Service Users either by action or neglect including but not limited to:
- 16(d)(i) Fraud or theft from Service Users
 - 16(d)(ii) Neglect of Service Users
 - 16(d)(iii) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse
 - 16(d)(iv) Financial malpractice
 - 16(d)(v) Sexual relationships between Staff and Service Users
 - 16(d)(vi) Racial harassment

- 16(d)(vii) Loss of registration with Registration Body
- 16(d)(viii) Under investigation by the Council.
- 16(e) If the Contract is terminated as provided by Clause 10 (Breach) or 11 (Prevention of Bribery) or 16 (Extension and Termination) above the Council shall:
 - 16(e)(i) cease to be under any obligation to make further Payment until the cost loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider;
 - 16(e)(ii) be entitled to make other arrangements and if necessary pay other persons to provide the Services
 - 16(e)(iii) be entitled to deduct from any sum or sums which would have been due from the Council to the Service Provider under this 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 Services provided that the Council will be under a duty to take all reasonable action to mitigate the loss or damage pursuant to this clause.
- 16(f) Whilst this Contract affords the Council and the Service Provider reciprocal rights to terminate as per the terms of Clause 16(b)(i) the Parties acknowledge that the expectation of most Service Users is that the Parties will not act unreasonably or to the prejudice of the Service Users so far as is reasonably practicable.
- 16(g) Where notice to terminate is given pursuant to this clause 16, this Contract shall terminate with effect on the date specified in the notice.

17 CONSEQUENCES OF TERMINATION

- 17(a) Other than as set out in this Contract, neither Party shall have any further obligations to the other under this Contract after its termination
- 17(b) Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract shall remain in full force and effect
- 17(c) Termination of this Contract, for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination
- 17(d) Notwithstanding its obligations in this clause 17, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.
- 17(e) upon termination of this Contract for any reason, the Service Provider shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all information and any other property of the Council which are in the possession or control of the Service Provider or the Service Provider's employees, agents or Sub-Contractors at the date of termination.

18 DISPUTES

- 18(a) If any dispute or difference shall arise between the Parties as to the construction of this Contract or any matter or thing of whatever nature arising under this Contract or in connection with it then the same shall be dealt with as follows:
 - 18(a)(i) In the first instance a special meeting of both the Parties shall be arranged on 14 days' written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute
- 18(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 Chief Executive or the Service Provider's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

- 19(a) Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other Party PROVIDED that the Council may,
- (a)(i) assign any of its rights under this Contract; or
 - (a)(ii) transfer all of its rights or obligations by novation, to another person without the Service Provider's consent where such assignment, transfer or novation is to an Associated Person of the Council;
- 19(b) Any consent required under Clause 19(a) must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 19(c) The Service Provider will not, without the written consent of the Council, sub-contract its right or obligations under this Contract nor allow Services to be provided other than through the Service Provider's Staff and using its own equipment.
- 19(d) In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 19(e) Subject to clause 19(a), in the event that either Party wishes to assign its rights and obligations under this Contract, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Contract.
- 19(f) Notwithstanding the Service Provider's right to sub-contract pursuant to this clause 19, the Service Provider shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Specification.
- 19(g) Where 20% or more of the Service Provider's overall workforce is made up of people from agencies (or not employed directly by the Service Provider) this may be considered assignment or subcontracting of the Service Provider's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.

20 FORCE MAJEURE

- 20(a) Subject to the provisions of clause 20(b) neither the Service Provider nor the Council shall be liable for any delay or failure in performing its obligations hereunder for any circumstances beyond its reasonable control such as (but not restricted to) flood fire and civil unrest but the Council shall in such circumstances be entitled to take such action as is reasonable and necessary to protect the interest of the Service Users.
- 20(b) Save where such delay or failure is caused by the act or omission of the other party (in which event the rights remedies and liabilities of the Parties shall be those conferred and imposed by the other terms of this Contract and by Law):-
- 20(b)(i) any charges arising from such delay or failure shall be borne by the party incurring the same
 - 20(b)(ii) either party may if such delay or failure continues for more than 90 (ninety) days terminate this Contract forthwith on giving Notice (as determined by Clause 9) to the other party in which event neither party shall be liable to the other by reason of such termination.
- 20(c) For the avoidance of doubt "force majeure" shall not include any labour dispute between the Service Provider and its Staff or the failure to provide the Service by any of the Service Provider's Subcontractors.

21 WAIVER

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

22 SEVERANCE

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

23 LAW

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

24 THIRD PARTY RIGHTS

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

25 REMEDIES CUMULATIVE

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

26 CONCLUSION OF CONTRACT

26(a) Upon the expiry or termination of this Contract and upon the Council's request the Service Provider must give an officer of the Council or any person the Council specifies copies of all data information files records documents and the like (in whatever form that they may be held) which the Council earlier supplied to the Service Provider for the purposes of this Contract or which were produced or augmented by the Service Provider in connection with the carrying out of obligations under this Contract and the Service Provider must retain Service User records for a minimum of 7 years after the expiry this Contract

26(b) Clause 26(a) is subject to the provisions of Paragraph 9 of Schedule 2.

27 SUSTAINABILITY

The Service Provider will at all times use its best endeavours to source all materials used to provide the Service from sustainable and renewable sources.

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

28(a) The Service Provider acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

28(b) The Service Provider shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Service Provider acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

28(c) The Service Provider shall:

28(c)(i) transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

28(c)(ii) provide the Council, at the Service Provider's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and

28(c)(iii) provide, at the Service Provider's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

28(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR and in considering any response to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.

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

28(f) The Service Provider acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's

Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (“the Code”), be obliged under the FOIA, or the EIR to disclose information concerning the Service Provider or the Services:

28(f)(i) in certain circumstances without consulting the Service Provider; or

28(f)(ii) following consultation with the Service Provider and having taken their views into account; provided always that where sub-clause 28(f)(i) above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider’s attention after any such disclosure.

28(g) The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Council to inspect such records as requested from time to time.

28(h) The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other law, of any information (including Exempt Information) whether relating to this Contract or otherwise relating to any other party.

29 TUPE

Where a Relevant Transfer applies Schedule 4 of this Contract will apply.

30 EQUALITIES

30(a) The Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Contract, or in its employment practices.

30(b) Without prejudice to the generality of the foregoing, the Service Provider shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

30(c) In addition, the Service Provider in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .

30(d) The Service Provider will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.

30(e) In the event of any finding of unlawful discrimination being made against the Service Provider during the 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.

30(f) The Service Provider will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Service Provider’s compliance with the above conditions.

31 CONFIDENTIAL INFORMATION

31(a) The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Contract and any other information which the Council may from time to time determine as relevant to this Contract and shall not use divulge or communicate the same to any third party without the consent in writing of the Council.

31(b) The Service Provider shall at all times keep confidential all information held or known in respect of its past or present Service Users.

31(c) NOT USED

- 31(d) Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - 31(d)(i) treat the other Party's Confidential Information as confidential; and
 - 31(d)(ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent
 - 31(e) Clause 31(d) shall not apply to the extent that:
 - 31(e)(i) such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information
 - 31(e)(ii) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner
 - 31(e)(iii) such information was obtained from a third party without obligation of confidentiality
 - 31(e)(iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract
 - 31(e)(v) it is independently developed without access to the other party's Confidential Information.
 - 31(f) The Service Provider may only disclose the Council's Confidential Information to the Service Provider's Staff who are directly involved in the provision of the Service and who need to know the information, and shall ensure that such Service Provider's Staff are aware of and shall comply with these obligations as to confidentiality.
 - 31(g) The Service Provider shall not, and shall procure that the Service Provider's Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.
 - 31(h) The Service Provider shall ensure that its employees and agents are aware of and comply with this Clause 31 and paragraph 9 of Schedule 2 and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by the Service Provider, its employees or agents.
 - 31(i) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
 - 31(i)(i) only use the Confidential Information for the purposes of this Contract
 - 31(i)(ii) not disclose any of the Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse
 - 31(i)(iii) not use the Confidential Information for the solicitation of business from the Council
 - 31(j) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
 - 31(j)(i) to any consultant, contractor or other person engaged by the Council
 - 31(j)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
 - 31(j) The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.
 - 31(j) The provisions of this Clause shall survive the expiration or termination of this Contract
- 32 COUNCIL DATA**
- 32(a) The Service Provider shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
 - 32(b) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the

- Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 32(c) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.
- 32(d) The Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 32(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:
- 32(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
- 32(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
- 32(e)(iii) Transfer of data to and from the system is conducted in a secure manner.
- 32(f) If the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:
- 32(f)(i) require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
- 32(f)(ii) itself restore or procure the restoration of Council Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so including the restoration of the Council Data
- 32(g) If at any time the Service Provider suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Service Provider proposes to take.
- 32(h) The Service Provider shall check for and delete Malicious Software and if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 32(i) Any cost arising out of the actions of the Parties taken in compliance with the provisions of sub-clause 32(h) above shall be borne by the Parties as follows:
- 32(i)(i) by the Service Provider where the Malicious Software originates from the Service Provider Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Service Provider); and
- 32(i)(ii) by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

33 PROTECTION OF PERSONAL DATA

- 33(a) The Service Provider shall:
- 33(a)(i) Process the Personal Data only in accordance with the Data Protection Legislation and in particular GDPR
- 33(a)(ii) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body
- 33(a)(iii) Implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage

- to the Personal Data and having regard to the nature of the Personal Data which is to be protected
- 33(a)(iv) Take reasonable steps to ensure the reliability of any Service Provider Staff who have access to the Personal Data
- 33(a)(v) Obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or agents for the provision of the Services.
- 33(a)(vi) Ensure that all Service Provider Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause.
- 33(a)(vii) The sharing of individual identifiable information between organisations for the provision of coordinated and seamless care must comply with the necessary statutory legal requirement and satisfy the Caldicott principles of safeguarding confidential information.
- 33(a)(viii) Notify the Council (within five Working Days) if it receives:
- a) a request from a Data Subject to have access to that person's Personal Data; or
 - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation.
- 33(a)(ix) Provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
- a) providing the Council with full details of the complaint or request
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council)
 - d) providing the Council with any information requested by the Council
- 33(a)(x) Permit the Council (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Service Provider's data processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Contract.
- 33(a)(xi) Provide a written description of the technical and organisational methods employed by the Service Provider for processing Personal Data (within the timescales required by the Council).
- 33(a)(xii) Not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
- a) the obligations of a Data Controller under the GDPR by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
- 33(b) The Service Provider shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 33(c) The Service Provider shall ensure that its Staff, employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.
- 34 **DATA PROTECTION**
- 34(a) Both parties will comply with all applicable requirements of the Data Protection Legislation and agree to take account of any guidance issued by the Information Commissioner's Office. This clause 34 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 34(b) Where there is any conflict, ambiguity or inconsistency between this clause (including any associated definitions) and the remainder of this Agreement this clause 34 shall take precedence.

- 34(c) The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is as set out in this agreement which includes Schedule 5 which sets out the scope, nature and purpose of processing by the Service Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 34(d) The Service Provider shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.
- 34(e) The Service Provider shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 34(f) The Data Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule 5 unless the Processor is required to do otherwise by Law. If it is so required the Data Processor shall promptly notify the Data Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the
 - (i) the nature of the data to be protected;
 - (ii) the harm that might result from a Data Loss Event;
 - (iii) the state of technological development; and
 - (iv) the cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 5);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Data Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Data Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Data Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (E) are obliged to keep the Personal Data confidential; and
 - (F) shall not store any Personal Data on any portable device or media unless that device is encrypted and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:
 - (i) the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Data Controller;

- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Controller in meeting its obligations); and
 - (iv) the Data Processor complies with any reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Data Controller, delete or return Personal Data (and any copies of it) to the Data Controller on termination of the Agreement unless the Data Processor is required by Law to retain the Personal Data.
- 34(g) Subject to clause 34(h), the Data Processor shall notify the Data Controller immediately if it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 34(h) The Data Processor's obligation to notify under clause 34(g) shall include the provision of further information to the Data Controller in phases, as details become available.
- 34(i) Taking into account the nature of the processing, the Data Processor shall provide the Data Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 34(g) (and insofar as possible within the timescales reasonably required by the Data Controller) including by promptly providing:
- (a) the Data Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Data Controller to enable the Data Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Data Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Data Controller following any Data Loss Event;
 - (e) assistance as requested by the Data Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Data Controller with the Information Commissioner's Office.
- 34(j) The Data Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Data Controller determines that the processing is not occasional;
 - (b) the Data Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Data Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 34(k) The Data Processor shall allow for audits of its Data Processing activity by the Data Controller or the Data Controller's designated auditor.
- 34(l) Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 34(m) Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Data Processor must:

- (a) notify the Data Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Data Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 34(l) such that they apply to the Sub-processor; and
 - (d) provide the Data Controller with such information regarding the Sub-processor as the Data Controller may reasonably require.
- 34(n) The Data Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 34(o) The Data Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 34(p) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Data Controller may on not less than 30 Working Days' notice to the Data Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

35 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 35(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:
- 35(a)(i) to review the integrity, confidentiality and security of the Council Data
 - 35(a)(ii) to review the Service Provider's compliance with the Data Protection Act Legislation, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services
- 35(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.
- 35(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:
- 35 (c)(i) all information requested by the Council within the permitted scope of the audit
 - 35(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
 - 35(c)(iii) access to Service Provider's Staff
- 35(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.
- 35(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.
- 35(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.
- 35(g) This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Contract which may be conducted as specified in this Contract.

36 AGREEMENT STATUS AND TRANSPARENCY

- 36(a) Further to the Local Government Transparency Code 2014 the Council is obliged to publish details of expenditure exceeding £500. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract and any associated tender documentation provided by the Service Provider (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Contract or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 36(b) Notwithstanding any other term of this Contract, the Service Provider hereby gives his consent for the Council to publish this Contract and the Tender Submission in its entirety,

- including from time to time agreed changes to the Contract, to the general public.
- 36(c) The Council may consult with the Service Provider to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 36(d) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Contract and the Tender Submission.

39 DEPRIVATION OF LIBERTIES SAFEGUARDS

- 37(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.

38 COMPLAINTS PROCEDURE

- 38(a) The Service Provider shall:
 - 38(a)(i) inform complainants that they may refer their complaint in respect of the services provided under this Agreement direct to the Council;
 - 38(a)(ii) promptly (and in any event within two Working Days of receipt) refer all Formal Complaints received in respect of the services provided on behalf of the Council under this Agreement to the Council for resolution and
 - 38(a)(iii) co-operate fully in any Council investigation into a complaint referred to the Council and provide any documents or information reasonably requested by the Council in relation to the complaint within the timescales specified by the Council.
- 38 (b) The Service Provider shall operate a complaints procedure in respect of any services provided under this Agreement, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Service Provider is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:
 - 38(b)(i) is easy to access and understand;
 - 38(b)(ii) informs complainants that they may refer their complaint in respect of services provided under this Agreement direct to the Council;
 - 38(b)(iii) clearly sets out time limits for the Service Provider to respond to complaints referred to it and for keeping the complainant and the Council informed of progress with such complaints;
 - 38(b)(iv) provides confidential record keeping to protect employees under this contract and the complainant
 - 38(b)(v) provides information to management so that services can be improved
 - 38(b)(vi) provides effective and suitable remedies
 - 38(b)(vii) is regularly monitored and audited and which takes account of complainant and Council feedback.
- 38(c) The Service Provider shall make its complaints procedure available upon request.
- 38(d) The Service Provider shall ensure that all its employees and persons employed in the performance of this Agreement are made aware of its complaints procedure.
- 38(e) Where the Service Provider is undertaking an investigation into a complaint, the Service Provider shall ensure that, under no circumstances, is the complaint investigated by a member of its staff who may be part of the complaint and that the investigation is carried out by someone who is independent of the matter complained of.
- 38(f) The Service Provider shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 38(g) The Service Provider should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided on behalf of the Council under this Agreement, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Service Provider to fully to co-operate in any such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Service Provider the Service Provider shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

39 NOTIFICATION

- 39(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:
- 39(a)(i) allegation of or actual abuse to a Service User
 - 39(a)(ii) disappearance of a Service User
 - 39(a)(iii) any circumstances where a Service User has refused provision of the Service
 - 39(a)(iv) major injury to a Service User as defined in the "Reporting of Injuries Diseases and Dangerous Occurrences" Regulations 1995
 - 39(a)(v) allegation of or actual racial harassment or discrimination
 - 39(a)(vi) any other serious issues causing concern about the wellbeing of a Service User.

40 SAFEGUARDING

- 40(a) The Parties acknowledge that the Service Provider is a Regulated Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006. The Service Provider shall:
- 40(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
 - 40(a)(ii) monitor the level and validity of the checks under this clause 40(a) for each member of the Service Provider's Staff.
- 40(b) The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 40(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 40 have been met.
- 40(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.
- 40(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.
- 40(f) Where the service requirement or specification specifies that the Service or activity to be provided under this Contract involves a Regulated Activity, or the Council otherwise notifies the Service Provider, acting reasonably, that the Service Provider's Staff are required to be subject to a Disclosure and Barring Service check, the Service Provider shall comply with clause 40(a) above.

41 COUNTERPARTS

- 41(a) This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 41(b) Transmission of the executed signature page of a counterpart of this Contract (a) by fax or (b) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

42 ENTIRE AGREEMENT

This Contract, the schedules and the documents annexed to it or otherwise referred to in it as appropriate issued in connection with this Contract 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.

43 CONFLICT OF TERMS

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

44 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.

SCHEDULE 1

SYRIAN REFUGEES SERVICE SPECIFICATION

1.0 SERVICE NUMBERS

The Service Provider will provide support to the 10 families of Syrian Refugees arriving in 2018/19 in accordance with the terms of this Contract.

2.0 SCOPE

2.1 This Service covers all adults, children and young people accepted by the Council under the Syrian VPR scheme (except for an unaccompanied minor).

2.2 The Service Provider must ensure either directly or in partnership that the following needs are met in regard to the new arrivals under the Syrian VPR scheme:

- Reception Service
- General Orientation – promoting independence
- Support Planning
- Key working
- Housing related support
- Health Care – including access to Primary and Secondary care
- Education – both adults and children
- Benefits Advice
- Social Care
- Employment & Training
- Wellbeing Care – Clothing , food , including integration into local communities

3.0 ACCEPTANCE CRITERIA

3.1 The UNHCR will identify people in accordance with section (1.4) and refer cases to the Home Office, who will check that they meet the eligibility criteria, carry out appropriate security checks and conduct an initial screening.

3.2 Once the initial screening is completed the International Organisation for Migration will conduct a full medical assessment and report in the host country which will then be forwarded to the Council in advance of any arrival.

3.3 A referral form with details of the Service User(s), family make up, age, and specific needs will be forwarded to the Council for consideration.

3.4 The Council has the veto to either accept or reject the referral.

3.5 The Council may reject a referral if the Service User's health and / or social care needs are of a specialist nature and cannot be met locally or the funding allocated is insufficient to meet their needs.

3.6 Where the Council accepts a referral, it will communicate the details within 48 hours to enable the Service Provider to commence reception arrangements.

4.0 GEOGRAPHICAL SETTLEMENT OF SYRIAN VPR

4.1 All arrivals must be settled/housed within the Council's administrative area.

4.2 Health care access will be provided by GP practices within the Council's administrative area.

4.3 The Service Provider must ensure that support is provided in ways that ensure that

migrants have the best chance of integrating into local communities and able to make a positive contribution to the county.

5.0 SERVICE DELIVERY AND LOCATION

- 5.1 The Service Provider will ensure that the Service is easily accessible and provide telephone support including out of office hour's provision.
- 5.2 The Service Provider will offer a step up and step down approach to delivering support which means that a Service User may require intensive support at the start of re-settlement and then as orientation takes place require a step down approach. A Service User may only require a step down approach from the outset but have periods of intensive support to assist with certain issues that they may find difficult e.g. accessing education, mental health provision etc. and therefore the Service needs to be flexible for Service Users.
- 5.3 The Service must be delivered in accordance with the Service User's needs identified within the initial support plan and tailored off as and when the Service User is able to become self-sufficient and independent of requiring extensive support.
- 5.4 It is expected that a person will become self-sufficient and independent within 12 months. Any cases over this period will need to be reported back to the Council evidencing why a person has not managed to achieve independence and what ongoing support may be required.
- 5.5 In addition to housing and housing support needs Service Users are also likely to have multiple issues, including poor health and possible significant mental health issues due to the trauma of what they have experienced, therefore it is essential that the Service Provider is able to meet these needs through partnership or sub-contracting arrangements.
- 5.6 The Service Provider will design a pathway that address a person's whole needs and promotes independence rather than reliance on long term service provision.
- 5.7 The Service Provider should be culturally competent in delivering Services to Service Users and have a workforce that is trained and sensitive to their needs.
- 5.8 A named keyworker must be allocated to each Service User that can support them where possible until a Service User's needs are met. This will help to build trust and reduce distress caused of new environment.
- 5.9 The Service Provider must ensure that it provides services as appropriate to those who may not speak or be able to read English. e.g. interpreting services
- 5.10 The Service must ensure equal access for all, irrespective of age, disability, gender reassignment, marriage and civil partnership, sex or sexual orientation, race – this includes ethnic or national origins, colour or nationality, religion, belief or lack of belief.

6.0 SUPPORT & CARE PATHWAYS

- 6.1 The Service Provider will have developed high quality fully integrated support & care pathways that will be holistic, person centred and evidence based.
- 6.2 The Service Provider will develop, implement, monitor and review these pathways as the service develops and more referrals are accepted by the Council.
- 6.3 Supports plans will be developed in agreement with the Service User(s) to identify any targeted provision and referral to specialist services where required.
- 6.4 The following are mandatory needs that must be met:

6.4.1 Housing Accommodation & Support

- Floating tenancy support
- Provide emergency utilities connection & help set up permanent arrangements.
- Maintaining tenancy skills
- How to use appliances
- Benefits claims
- Budgeting
- Health and Safety issues
- Details of emergency services and how to access

6.4.2 Health Needs (Mandatory)

All Service Users must have access and be registered with a GP, dentist and pharmacy and screened for any health issues. This is to be completed within 1 week of service user arrival in the UK.

6.4.3 Health Needs (as appropriate)

Substance Misuse

United Nations Office of Drug Control states as of 2011 opiates abuse in Syria was at 0.02% (2011) with trauma experienced by Service User it is likely this figure has increased. Therefore support and access to treatment should be offered in partnership with Crime Reduction Initiative (CRI) the commissioned substance misuse service.

Health Screening

All Service User aged 40-74 should be offered a health check via their GP practice, where there is no pre-existing condition; this will ensure early prevention and detection.

Vaccinations & Screenings

The Service Provider must work with primary care and the Support Plan must identify and ensure Service Users have up to date vaccinations and screening i.e. breast/TB screening and relevant blood test to reduce the risk of spreadable disease and improve individual health and reduce reliance on secondary care in the long term.

Mental Health

There is evidence that people who have been subject to trauma and violence in areas of conflict are significantly likely to suffer Post –Traumatic Stress Disorder as well as general poor mental health. NICE has produced guidance on access and treatments. This should be addressed as part of the support plan and referrals to appropriate agencies made. Ongoing monitoring of these needs will be necessary during the initial 12 months of resettlement.

Maternal Health

United Nations Population Fund (March 2013) have identified that nearly half a million Syrian women including refugees are pregnant or have given birth without access to adequate maternal health and may still be suffering the ill effects of this. Therefore this should be addressed with the individual woman who may have had children even if they are not accompanying her or included in the VPR scheme, in partnership with primary and secondary care.

Sexual Health & Violence

Women and young girls fleeing areas of conflict may be subject to both sexual and physical violence. The provider will need to work in partnership with Shropshire's sexual health services to support vulnerable women as appropriate.

6.4.4 Children and Young Persons Health

Immunisation and Vaccinations

The Service Provider should ensure the support plans address any gaps in this provision.

School Nursing Service

The Service Provider must work with the Nursing Service and Primary Care so that any children and young peoples' needs, both medical and emotional, are identified and addressed. This should be supported via a joint plan specific to the individual child.

Health Visiting

All children 0-5 years old should be referred to the health visiting service. Any issues or concerns identified should be address in a joint plan to achieve the best outcomes for the child.

Children's Centres

Families with children under 5 should be introduced to the local Children's centre. This will provide access to universal drop in sessions, play opportunities and resources for families with young children and will assist with support that early education provision and health will provide.

6.4.5 Wellbeing Care

- The Service Provider will assist Service Users to become integrated into local communities and avoid being isolated. This includes helping Service Users access relevant faith communities groups and develop other non-professional support networks. This may include befriending services.
- The Service Provide will help Service User improve their physical health and wellbeing as well reduce social isolation and further integration, the provider will assist Service Users access Health and Wellbeing services, which includes access to leisure services.
- Where other health and wellbeing need is identified, for example where a Service User wants to stop smoking, then referrals should be made to the appropriate public health lifestyles services.

6.4.6 General Orientation

- Meet and greet at the airport and provide airport pick up

- Local amenities
- Tour of local area
- Book appointment with DWP for benefits and NINo processing
- Integration into local communities
- Provide food or funds to purchase until the Service User's benefits have been processed
- Registration with GP
- Registration with dentist
- Provide an initial one off clothing allowance
- Provide an initial one off baby pack where relevant
- Provide a limited pre-paid SIM card so Service Users can contact their families
- Provide a limited initial cash support where required

6.4.7 Social Care

To be identified as per the support plan and agreed with the Council in advance of accessing any service provision.

6.4.8 Children's Education

The Service Provider will work with the Council in securing primary and secondary school places for any eligible children and where necessary the Service Provider will work with the Council to secure college places for young adults. The Council will identify school and college capacity and discuss this with the Service Provider. The Service Provider will then lead on supporting Service Users to secure a place within the selected schools/colleges and identify any additional support needs that can't be met through the school nursing service, i.e. English as an Additional Language or disability needs. The additional costs of specialist provision in school must be calculated and approved by the Council. .

6.4.9 Adult Employment, Education & Training

The Service Provider will support Service Users to identify their aspirations and support them to relevant pathways into the labour market working in conjunction with DWP, education and training establishments, including but not limited to ESOL providers. The Home Office have listed ESOL access and provision as a mandatory core service this will need to be delivered for all Service Users that require it. Along with formal ESOL classes, there is an expectation that the Service Provider will develop conversational English classes for the service users in conjunction with welcome groups and the local community.

7.0 APPLICABLE SERVICE STANDARDS

- 7.1 The Service Provider will adhere to the Service Standards set out in Schedule 3
- 7.2 Clinical Governance - The Service Provider will ensure that it has appropriate clinical governance arrangements and procedures and it can demonstrate these are consistency complied with across relevant parts of the Service. (where appropriate)
- 7.3 The Service Provider will comply with the outputs activity and outcomes targets set out in Appendix 1 and 2 and report on these as specified.

8.0 REFERRAL ROUTE

- 8.1 All referrals will come directly from the Council.
- 8.2 The referral form will have all of the Service Users' details and any health issues.
- 8.3 Where possible the Council will provide timescales of when Service Users are likely to arrive from their host country to Shropshire.
- 8.4 The Service Provider will provide an update on each case every two weeks to enable the Council to monitor and inform the Home Office.

9.0 COMMUNITY COHESION

- 9.1 Newly arrived Service Users are especially vulnerable and the provider in partnership with the Council needs to ensure that strong, supportive and integrated communities are formed. This will be in the form of induction sessions into local communities and orientation of the local areas.
- 9.2 The Service Provider will need to work with local services, communities, third sector and other public bodies to understand any current and emerging tensions so that these can be addressed at an early stage and strive to understand and sustain community cohesion and to promote positive integration of newly arrived Service Users.

SCHEDULE 2

UNACCOMPANIED ASYLUM SEEKING CHILDREN SERVICE SPECIFICATION

1. The Service is for support to Unaccompanied Asylum Seeking Children (UASC) who are either in the care of the local authority or who are receiving services as care leavers.
2. The Service Provider will:
 - 2.1 Develop a UASC youth drop-in where youth-focussed social and recreational activities are offered to foster and encourage peer-support.
 - 2.2 Initially via the UASC youth drop-in, offer all supported UASC in Shropshire an assessment of their legal status, and support them to understand their rights and options, place in the asylum system, and how to engage effectively with their options.
 - 2.3 Provide legal advice casework support to UASCs related to their claims for asylum or other related issues and facilitate access to legal advice and specialist services.
 - 2.4 Support UASC in their integration into the local community through the youth-drop in and by signposting and referring on to other services and opportunities.
 - 2.5 Complement the work of Council staff in meeting the needs of Shropshire's UASCs or who are receiving services as care leavers.
 - 2.6 Deliver services with a consent-led approach and in a way which is determined by need.
 - 2.7 Provide regular reporting on the Service provided and progress made and attend regular meetings as agreed between Council staff and the Service Provider to review the Service.

SCHEDULE 3

SERVICE STANDARDS

1.0 GUIDING PRINCIPLES

- 1.1 The Parties will seek to provide a Service that:
 - 1.1.1 encourages the rights of Service Users to make decisions about their own lives
 - 1.1.2 acknowledges and seeks to address and avoid the ways in which Service Users are marginalised and subjected to discrimination
 - 1.1.3 ensures that members of Staff are committed to anti-discriminatory and anti – oppressive practice and seek to examine their own attitudes.
 - 1.1.4 ensures that the privacy and individuality of all Service Users is respected
 - 1.1.5 respects the confidentiality of any information gained about Service Users whilst ensuring that Staff are clear that they have a duty to share any concerns about Service Users' mental and physical welfare with their managers and other professionals involved in the Service Users support
 - 1.1.6 fosters independence and enables Service Users to reach their full potential
 - 1.1.7 is committed to safeguarding and protecting Service Users when they are vulnerable
- 1.2 The Service Provider must provide the Service in accordance with the terms of this Contract and with all the skill, care and diligence to be expected of a competent provider of services of a similar kind to the Service
- 1.3 In providing the Service the Service Provider must also comply with any of the practices performance ratings and quality standards that are set out or referred to in this Contract and all statutory provisions and guidance which apply to the Service and are issued from time to time by the Registration Body

2.0 INFORMATION FOR SERVICE USERS

- 2.1 The Service Provider will produce information detailing the Service its philosophy and operation and ensure that it is available to all Service Users the Council and relevant

agencies. The document must include information on how a Service Users can make a complaint and policies concerning equal opportunities and confidentiality and when confidentiality will be breached.

3.0 POLICIES, PROCEDURES AND GUIDANCE

3.1 The Service Provider should have the following policies, procedures and/or guidance in place:

- 3.1.1 Operational policies
- 3.1.2 Grievance and disciplinary procedures
- 3.1.3 Health and Safety Policy
- 3.1.4 Confidentiality
- 3.1.5 Record keeping policy
- 3.1.6 Risk Management policy and procedure
- 3.1.7 Service User Rights
- 3.1.8 Whistle blowing Policy
- 3.1.9 Other policies relevant to the delivery of the Service to the Service User.

3.2 The Service Provider will ensure that all Staff used to provide the Service have access to copies of the Safeguarding adults: multi-agency policy and procedures for the West Midlands and the Council's Speaking Up About Wrongdoing (Whistleblowing Policy) and understands them.

3.3 The Service Provider will ensure that all Staff have copies of all the policies and procedures listed above and sign a form which indicates that they have received read and understood them.

4.0 STAFFING

Recruitment and Selection

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

4.2 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.

4.3 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.

4.4 The Service Provider will ensure that:

- 4.4.1 There is a clear written job description and employee specification for all Staff.
- 4.4.2 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.
- 4.4.3 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.
- 4.4.4 References are received and checked before employment commences, including the authenticity of the reference.
- 4.4.5 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.
- 4.4.6 Recruitment procedures are in accordance with clause 34 of this Agreement (Safeguarding)

- 4.4.7 The identity of all Staff is verified prior to employment using an official document.
- 4.4.8 The authenticity of qualifications is checked prior to employment.
- 4.4.9 Staff are provided with information about their conditions of employment.
- 4.4.10 All Staff make a written undertaking in respect of confidentiality.

Induction, Training and Safeguarding

- 4.5 All Staff will undertake a thorough and fully documented induction training programme which will be made available to the Council upon request which will include and this will include training in safeguarding for vulnerable adults and children.
- 4.6 The Service Provider will work in partnership with other key stakeholders to safeguard and protect adults, children and young people coming via the Syrian VPR scheme.
- 4.7 Training may include liaison and attendance at meetings with social care and other partners, as appropriate.

5.0 RISK MANAGEMENT AND HEALTH & SAFETY

- 5.1 The Service Provider shall ensure that:
 - 5.1.1 the Service is provided with proper regard to Health and Safety legislation which shall comprise all statutes codes of practice Regulations British Standards and Guidance Notes relevant to Health and Safety and the performance of this Contract. Further guidance is obtainable from the Registration Body the Health and Safety Executive and the local authority Environmental Health Inspectors
 - 5.1.2 it has a Health and Safety Policy Statement meeting the requirements of the Health and Safety at Work Act 1974 and the Health & Safety at Work Regulations 1992 and any amendments thereof and management must make Staff aware of its contents. Where there are four or less employees the Service Provider will have a statement which will be issued by the Council and subsequently endorsed by the Service Provider agreeing to meet certain health and safety and other requirements when requested to do so by the Council
- 5.2 Records of all Health & Safety training, including refresher training must be kept and held locally.
- 5.3 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.

6.0 QUALITY ASSURANCE

- 6.1 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. Council Officers will observe appropriate levels of Confidentiality at all times.
- 6.2 The Service Provider must have documented systems which enable it to:
 - 6.2.1 check on whether it is delivering the Service in accordance with the terms of this Contract and
 - 6.2.2 check whether it is doing this efficiently and effectively
 - 6.2.3 check on whether Staff are provided safe systems of work
 - 6.2.4 check whether the Service is being delivered in a way which takes account of the Service User's needs and preferences and satisfaction
 - 6.2.5 check to ensure that all records are up to date
 - 6.2.6 check whether in the view of Service Users' family / carers the Council and other relevant agencies the quality of the Service can be improved.
 - 6.2.7 provide information to the Council evidencing that the systems are in place and being used.

7.0 MONITORING

- 7.1 Officers of the Council may seek to monitor this Contract by:
 - 7.1.1 visiting the premises where the Service is provided to undertake a review on any or all aspects of the operation of the Service and compliance by the Service Provider with the terms set out in this Contract. The Council will have careful regard to the nature of the Service provided and shall when on premises

controlled by the Service Provider respect Service Provider's rules as to security health and safety.

- 7.1.2 carrying out a quality assurance exercise which may involve contacting Service Users and/or their families and friends and ascertaining their views on the provision of the Service at the premises where the Service is provided.
- 7.2 The Service Provider will:
 - 7.2.1 allow Officers of the Council access to the premises where the Service is provided (upon the production by Council Officers of an identity badge) to carry out a monitoring visit.
 - 7.2.2 give assistance to Council Officers and prompt access to any file information or record it holds in respect of the Service User or the provision of Service to the Service Users as required by this Contract.
 - 7.2.3 access to all records or information on Service Users or the provision of the Service (this may include informal records such as staff handover book, staff rota)
 - 7.2.4 upon request provide photocopies of documentation (subject to the Council contributing to the Service Provider's reasonable photocopy costs)
 - 7.2.5 supply to the Council upon request the names of Service Users who utilise the Service and/or any contact details the Service Provider holds for next of kin or family / friends of the Service User for the purpose of contacting them to ascertain their views of the Service provided.
 - 7.2.6 meet reasonable requests by Officers for information in order to investigate complaints made by Service Users; or to assess the financial viability of the Service Provider

8.0 ADMINISTRATION

- 8.1 The Service Provider will supply information which the Council may request from time to time in order to comply with Central Government Departments' requirements or as required for Performance Indicators.
- 8.2 Data provided to the Council must be accurate and robust and the Service Provider will take all necessary steps to ensure the quality and integrity of data supplied.

9.0 RECORD KEEPING AND CONFIDENTIALITY

- 9.1 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.
- 9.2 In accordance with Caldicott recommendations and confidentiality requirements the Service Provider will ensure that:
 - 9.2.1 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.
 - 9.2.2 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.
 - 9.2.3 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.
 - 9.2.4 Staff are required to sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.
 - 9.2.5 it has a policy document that details Staff Code of Conduct in relation to confidentiality. This document must be shared with and understood by Staff used to provide the Service and regularly updated.
 - 9.2.6 Staff induction contains training on confidentiality procedures. Staff files should evidence the date and nature of the induction on confidentiality that was given to new Staff.
 - 9.2.7 confidential and security training needs are assessed on an ongoing basis taking into account the role of each member of Staff used to provide the Service and this

- should be done annually.
- 9.2.8 Staff contracts explicitly mention confidentiality and disclosure issues
 - 9.2.9 flows of Service User information are reviewed.
 - 9.2.10 information collections have a named owner (member of Staff) who is responsible for protecting access.
 - 9.2.11 confidential information on Service Users is safeguarded so that unauthorised people do not gain access to it.
 - 9.2.12 protocols governing the sharing of Service User information with other organisations is agreed and understood.
 - 9.2.13 a named individual is appointed who will have responsibility for data security.
 - 9.2.14 it has a programme to review typical risks regarding Service Users identifiable information.
 - 9.2.15 incidents involving security breaches are anticipated and dealt with appropriately.
 - 9.2.16 security issues are monitored and reported.
 - 9.2.17 passwords are used to safeguard information held on computer regarding the Service.
 - 9.2.18 only authorised persons have access to information and only if they need it to carry out their roles.
 - 9.2.19 if it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification.
- 9.3 The Service Provider must keep an audit trail and records of all transactions and expenditure to enable the Council to report back to the Home Office and claim any expenditure as appropriate.

SCHEDULE 4 EMPLOYMENT PROVISIONS

Unless otherwise stated, the following definitions shall apply:

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

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

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

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

- (a) the identity and age of the employee;
- (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);
- (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of

disputes applied, within the previous two years;

(d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the Service Provider arising out of the employee's employment with the transferor;

(e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.

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

(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;

(b) unfair, wrongful or constructive dismissal compensation;

(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;

(d) compensation for less favourable treatment of part-time workers or fixed term employees;

(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;

(f) employment claims whether in tort, contract or statute or otherwise;

(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

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

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

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

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

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

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

Service Provider's Provisional Personnel List: a list prepared and updated by the Service

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

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

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

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

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

Retendering Information: as defined in paragraph 6.10;

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

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

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

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

Sub-Contractor: the contractors engaged by the Service Provider to provide goods, services or

works to, for or on behalf of the Service Provider for the purposes of providing the Services to the Council.

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

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

2. INTERPRETATION

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

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

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

3.2 NOT USED

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

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

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

3.5 The Service Provider shall be liable for and indemnify and keep indemnified the Council [and any Former Provider] against any failure to meet all remuneration, benefits, entitlements and outgoings for the Transferring Former Provider Employees, and any other person who is or will be employed or engaged by the Service Provider or any Sub-Contractor in connection with the provision of the Services, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions, termination costs and otherwise from and including the Effective Date.

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

4. NOT USED

5. PROCUREMENT OBLIGATIONS

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

6. RETENDERING AND PRE-SERVICE TRANSFER OBLIGATIONS

6.1 The Service Provider agrees that within 20 Working Days of the earliest of:
(a) receipt of a notification from the Council of a Service Transfer or intended Service Transfer;
(b) receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
(c) the date which is 12 months before the end of the Term; and
(d) receipt of a written request of the Council at any time (provided that the Council shall only be entitled to make one such request in any six month period),
it shall provide at no cost to the Council and in a suitably anonymised format so as to comply with the Data Protection Legislation, the Service Provider's Provisional Personnel List, together with the Staffing Information in relation to the Service Provider's Provisional Personnel List and it shall provide an updated Service Provider's Provisional Personnel List at such intervals as are reasonably requested by the Council.

6.2 At least 28 Working Days prior to the Service Transfer Date, the Service Provider shall provide to the Council or at the direction of the Council to any Replacement Provider and/or any Replacement Sub-contractor:
(a) the Service Provider's Final Personnel List, which shall identify which of the Service Provider Personnel are Transferring Service Provider Employees; and
(b) the Staffing Information in relation to the Service Provider's Final Personnel List (insofar as such information has not previously been provided).

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

6.4 The Service Provider:
(a) shall promptly notify the Council forthwith in writing of any material changes to the information provided pursuant to clause 6.1 and clause 6.2 as and when such

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

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

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

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

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

6.7 The Service Provider shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to the Council, any Replacement Provider and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Service Provider Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Service Provider Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Service Provider shall provide, and shall procure that each Sub-contractor shall provide, to the Council or, at the direction of the Council, to any Replacement Provider and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Service Provider's Final Personnel List who is a Transferring Service Provider Employee:

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;

- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

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

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

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

7. EMPLOYMENT REGULATIONS EXIT PROVISIONS

7.1 The Council and the Service Provider acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Provider and/or a Replacement Sub-contractor. Such change in the identity of the provider of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Council and the Service Provider further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Service Provider and the Transferring Service Provider Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Provider and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Service Provider Employee.

7.2 The Service Provider shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Service Provider Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Service Provider Employees and other employees or former employees of the Service Provider or each Sub-contractor (who had been engaged in the provision of the Services) arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case

are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Service Provider and/or the Sub-contractor (as appropriate); and (ii) the Replacement Provider and/or Replacement Sub-contractor.

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

(a) any act or omission of the Service Provider or any Sub-contractor whether occurring before, on or after the Service Transfer Date;

(b) the breach or non-observance by the Service Provider or any Sub-contractor occurring on or before the Service Transfer Date of:

(i) any collective agreement applicable to the Transferring Service Provider Employees; and/or

(ii) any other custom or practice with a trade union or staff association in respect of any Transferring Service Provider Employees which the Service Provider or any Sub-contractor is contractually bound to honour;

(c) any claim by any trade union or other body or person representing any Transferring Service Provider Employees arising from or connected with any failure by the Provider or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

(d) any proceeding, claim or demand by HMRC or other statutory Council in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(i) in relation to any Transferring Service Provider Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

(ii) in relation to any employee who is not a Transferring Service Provider Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Service Provider to the Council and/or Replacement Provider and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

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

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

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

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

- (a) arising out of the resignation of any Transferring Service Provider Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Provider and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or
- (b) arising from the Replacement Provider's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

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

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

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

7.7 If after the 15th Working Day period specified in clause 7.5(b) has elapsed:

- (a) no such offer of employment has been made;
- (b) such offer has been made but not accepted; or
- (c) the situation has not otherwise been resolved

the Council shall advise the Replacement Provider and/or Replacement Sub-contractor, as appropriate that it may within five Working Days give notice to terminate the employment or alleged employment of such person.

7.8 Subject to the Replacement Provider and/or Replacement Sub-contractor acting in accordance with the provisions of clause 7.5 to clause 7.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Service Provider shall indemnify the Replacement Provider and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of clause 7.7 provided that the Replacement Provider takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

7.9 The indemnity in clause 7.8:

- (a) shall not apply to:
 - (i) in any case in relation to any alleged act or omission of the Replacement Provider and/or Replacement Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees; or
 - (ii) any claim that the termination of employment was unfair because the Replacement Provider and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in clause 7.5(a) is made by the Replacement Provider and/or Replacement Sub-contractor to the Provider within six months of the Service Transfer Date.

7.10 If any such person as is described in clause 7.5 is neither re-employed by the Service Provider or any Sub-contractor nor dismissed by the Replacement Provider and/or Replacement Sub-contractor within the time scales set out in clause 7.5 to clause 7.7, such person shall be treated as a Transferring Service Provider Employee and the Replacement Provider and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.

7.11 Not Used.

7.12 The Service Provider shall, and shall procure that each Sub-contractor shall, promptly provide to the Council and any Replacement Provider and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Council, the Replacement Provider and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Council shall procure that the Replacement Provider and/or Replacement Sub-contractor, shall promptly provide to the Service Provider and each Sub-contractor in writing such information as is necessary to enable the Service Provider and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

7.13 Subject to clause 7.14, the Council shall procure that the Replacement Provider indemnifies the Service Provider on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Service Provider Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Service Provider Employee) arising from or as a result of:

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

- obligations arising after the Service Transfer Date; and
- (ii) in relation to any employee who is not a Transferring Service Provider Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Service Provider or Sub-contractor, to the Replacement Provider or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- (g) a failure of the Replacement Provider or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Service Provider Employees in respect of the period from (and including) the Service Transfer Date; and
- (h) any claim made by or in respect of a Transferring Service Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Service Provider Employee relating to any act or omission of the Replacement Provider or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

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

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

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

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

Annex A. Admission Agreement (Not Used)

Annex B. Transferring Council Employees
There are no Transferring Council Employees

Annex C. Transferring Former Provider Employees

SCHEDULE 5

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	Personal information about Service Users to ensure that the Service Provider is able to safely meet their needs under this Contract.
Duration of the processing	For the period of Service delivery to a Service User plus 7 years after the last date on which the Service is delivered.
Nature and purposes of the processing	<p>The Service Provider is providing the Service as ordered by the Council. The nature of the processing of the data may include, but not be limited to, the following in order to deliver a service to Service Users:</p> <ul style="list-style-type: none"> • Collecting, maintaining and storing Service User records in all formats • Sharing Service User information across the Service Provider's organisation and with other appropriate external agencies to include: appropriate Regulatory Bodies; the Police; health services. • Completion of returns relating to multi-agency safeguarding and complaints processes.
Type of Personal Data	<p>Personal data: Service User details as follows: Name; address; date of birth; next of kin; personal accounts;</p> <p>Special category data: Gender and ethnic origin; GP; medical and health/care related details relevant to their support plan; current risk assessment; mental capacity; mental impairment; relevant offence details where appropriate.</p>
Categories of Data Subject	Service Users
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Information where no longer required should be destroyed securely, unless specifically instructed by the Council that it must be returned to the Council Service User information should be held for 7 years from the end of the Contract.

SCHEDULE 6

CHILDREN AND YOUNG PEOPLE SAFEGUARDING

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

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

1. To fulfill their commitment to safeguard and promote the welfare of children, all organisations that provide services for children need to have the following in place (and provide evidence to the Council if requested to do so):
 - i) Clear priorities for safeguarding and promoting the welfare of children explicitly stated in strategic policy documents;
 - ii) A clear commitment by senior management to the importance of safeguarding and promoting children's welfare;
 - iii) A clear line of accountability within the organisation for work on safeguarding and promoting the welfare of children; roles and accountability for taking action and reporting internally and between agencies is properly defined and understood by those involved
 - iv) Recruitment and human resources management procedures that take account of the need to safeguard and promote the welfare of children, including safe recruitment policies and practices, including enhanced Disclosure and Barring Service (DBS) checks, for all staff, including agency staff, students and volunteers, working with children (as per the guidance of the Disclosure and Barring Service DBS).
 - v) Procedures for dealing with allegations of abuse against members of staff and volunteers;
 - vi) Arrangements to ensure that all staff receive supervision and undertake appropriate training to equip them to carry out their responsibilities effectively, and keep this up to date by refresher training at regular intervals; and that all staff, including temporary staff and volunteers who work with children, are made aware of the establishment's arrangements for safeguarding and promoting the welfare of children and their responsibilities for that
 - vii) Policies to safeguard and promote the welfare of children including a child protection policy, and procedures that are in accordance with Shropshire's Safeguarding Children Board procedures;
 - viii) Their own complaints procedure for Service Users;
 - ix) Arrangements to work effectively with other organisations to safeguard and promote the welfare of children, including arrangements for sharing information;
 - x) Culture of listening to and engaging in dialogue with children and seeking their views in ways appropriate to their age and understanding, and taking account of those both in individual decisions and the establishment or development of services; and,
 - xi) Appropriate whistle blowing procedures and a culture that enables issues about safeguarding and promoting the welfare of children to be addressed
2. All Staff who work with children, families and Service Users should be able to:
 - i) Understand the risk factors and recognise children in need of help including early help and/or safeguarding
 - ii) Recognise the needs of parents who may need extra help in bringing up their children, and know where to refer for help;
 - iii) Recognise the risks of abuse to an unborn child;
 - iv) Contribute to enquiries from other professionals about a child and their family or carers;
 - v) Liaise closely with other agencies including other health professionals
 - vi) Plan and respond to the needs of children and their families, particularly those who are

- vulnerable
- vii) Contribute to planning support for children at risk of significant harm e.g. children living in households with domestic violence, parental substance misuse;
 - viii) Help ensure that children who have been abused and parents under stress (e.g. who have mental health problems) have access to services to support them;
 - ix) Play an active part, through the child protection plan, in safeguarding children from significant harm;
 - x) As part of generally safeguarding children and young people, provide ongoing promotional and preventative support through proactive work with children, families and expectant parents
3. The Service Provider will adhere to Shropshire's Safeguarding Children's Board Procedures which means that the following situations will need to be reported appropriately:
- i) Situations where children or young people are thought to be at risk of significant harm need to be reported to COMPASS and to the Providers Service Manager.
 - (ii) Situations where there is a concern about a vulnerable adult need to be reported to COMPASS and to the Service Provider's service manager.
 - iii) Situations where there are safeguarding concerns about Service Provider staff or volunteers need to be reported by the Service Provider to the Council's Designated Officer, COMPASS and the Commissioner.

COMPASS contact details:

0345 678 9021

0345 678 9040 (after 5pm or weekends)

APPENDIX 1 Activity	<u>Delivery Timescales</u>
All referrals from Shropshire Council will be accepted and confirmed by the provider.	Within 2 working days of receipt
Vaccinations s & Immunisation Screening	Within 2 months of arrival
Adult Health Checks	Within 2 months of arrival
All children under the age of 5 must be referred to the health visitor service	Within 2 weeks of arrival
All school aged children found a placement in school or sixth form	Within 2 months of arrival
All school age children must be referred to the school nursing service and a joint plan agreed.	Within 1 week of the child starting school
Where a safeguarding or child protection matter is identified a referral must be made.	Immediately
Following assessment where a single / multi agency specialist need has been identified the provider must refer into the appropriate service	Within 10 working days of arrival
Registration with a GP	Within 2 weeks of arrival
Registration with a Dentist	1 month of arrival
Access to a pharmacy and Public Health services	Within 2 weeks of arrival
Book appointment with DWP for Benefits & NINO processing	Telephone appointment on arrival and follow up appointment as required
Make suitable property/accommodation	Within 2 weeks of referral being made.
Arrange connection of utilities for the property	1 week before arrival
Arrange for property to be furnished	1 week before arrival
Arrange for housing and council tax benefit	As soon as accommodation occupied
Develop initial support plan identifying initial needs	Within 1 week of notification of arrival date
Final support plan agreed with Service Users	Within 2 weeks of arrival
Allocate case worker	3 days before arrival
Carry out a tour of the local area	Within 3 days of arrival
Carry out an induction to the area sessions (these may be carried out with groups of refugees)	Within 3 days of arrival
Introduction to local police and fire services	Within 3 weeks of arrival

APPENDIX 2 OUTCOMES		
Definition	Successful outcome measure	Reporting Frequency
Promote independence	Service User signed off from receiving additional support within 12 months	Quarterly
Improve Health and wellbeing	Health and wellbeing needs met as evidenced from the support plan	Quarterly
Attain academic/vocational qualification/skills	Minimum completion of ESOL course Undertaking training or study	Quarterly
Achieved general orientation	Service User is able to navigate the area and access services without support. Evidenced from support plan and personal statement.	Quarterly
Employment	Service User has accessed the labour market and taken up employment.	Quarterly

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

Signed by and on behalf of
Shropshire Council

..... Claire Porter Corporate Head of Legal & Democratic Services

..... Tim Collard / Helen Powell Legal Services Manager

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

Name.....

Position in Organisation.....

AMNV 006 - SYRIAN REFUGEE RESETTLEMENT & UNACCOMPANIED ASYLUM-SEEKING CHILDREN SERVICE

Confidentiality Undertaking Regarding TUPE

[Date] 2018

[NAME]

Your ref: *

Our ref: * AMNV 006

Dear Bidder

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

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

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

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

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

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

DATED THIS DAY OF

Signature (as in Form of Tender)

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

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



Tender Response Document

AMNV 006 - SYRIAN REFUGEE RESETTLEMENT AND UNACCOMPANIED ASYLUM- SEEKING CHILDREN SERVICE

Name of TENDERING
ORGANISATION
(please insert)

Refugee Action

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

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council currently holds a contract for refugee services with an existing provider which expires on 30.09.18. However the Council has further funding for these services and now wishes to appoint a provider for a combined Syrian Refugee Resettlement and Unaccompanied Asylum Seeking Children (UASC) service from 01.10.18 when the next Syrian families are now due to arrive.

Organisations who wish to tender for this service should note the Specifications in Schedules 1 and 2 of the Form of Contract which outline what will be required of the appointed Service Provider.

At the moment funding is available for the resettlement and support of 10 Syrian families in Shropshire to 30.09.19 and for the UASC service to 31.03.18. There are at present 29 UAS children in Shropshire, not all of whom are supported at any one time, however any or all these children may call on the service for support during the period of the contract.

The Council may obtain further funding for both aspects of the service beyond these dates and ultimately extend the contract up to 30.09.21, however this is not guaranteed at the present time and the Council would negotiate future costs with the appointed provider in the event that the contract is extended.

Tender & Contract

Tenders are invited from providers for the initial period up to 31.09.19.

The Council is looking to appoint a provider:

- who is able to deliver a service starting from 01.10.18
- that can demonstrate their ability to deliver this Service

TUPE

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

Instructions for the completion of this document

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

Contents

Section	Description	Page
A1	Form of Tender	7
A2	Non-Canvassing Certificate	8
A3	Non-Collusive Tendering Certificate	9
A4	Declaration of Connection with Officers or Elected Members of the Council	10
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information– For information only	13
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	17
B Part 2 Section 3	Grounds for Discretionary Exclusion	20
Section C	Tender and Pricing Schedule	28

Evaluation Criteria

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

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

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

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

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

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

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

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

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

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

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (80 marks)		
Section F / Q 1.1	Price	80 max marks
Total for price		40 / 80 max marks
Quality 60% (120 marks)		
Section F / Q 2.1	Challenges of delivering service	2 / 20 max marks
Section F / Q 2.2	Working with partners, agencies and existing families	2.5 / 25 max marks
Section F / Q 2.3	Action on Racial Harassment	1 / 10 max marks
Section F / Q 2.4	Local resources	2 / 20 max marks
Section F / Q 2.5	Experience	2.5 / 25 max marks
Section F / Q 2.6	Readiness for contract start	1 / 10 max marks
Section F / Q 2.7	Social Value proposals	1 / 10 max marks
Total for quality		60 / 120 max marks

Quality Questions/ Scoring Scheme

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

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	

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

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

The tender receiving the highest initial mark for Quality Criteria overall will receive the full 120 marks available for Quality. Other tenders will receive a final mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

The Council will not appoint a provider who scores less than 6 on any of the quality questions 2.1-2.7

Price Evaluation and scoring

Price will be evaluated as follows:

Tenderers should submit a cost for the contract for the first year of the term, that is for the period 01.10.18 to 30.09.19 taking account of the Contract Description above. The cost submitted for this period will be the cost used for evaluation purposes.

The most competitively priced tender will receive the maximum mark for price being 80. 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.

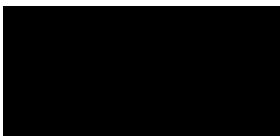
Section A: **1. Form of Tender**

Form of Tender

Shropshire Council

Tender for AMNV 006 – Syrian Refugee Resettlement & Unaccompanied Asylum-Seeking Children Service

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 a Syrian Refugee Resettlement & Unaccompanied Asylum-Seeking Children Service 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: 

Date 13/8/18

Designation Head of Resettlement

Company Refugee Action

Address: Victoria Charity Centre, 11 Belgrave Road, London, SW1V 1RB

Tel No 020 7952 1564

Fax No

E-mail address 

Web address www.refugee-action.org.uk

Section A:
2. Non – Canvassing Certificate

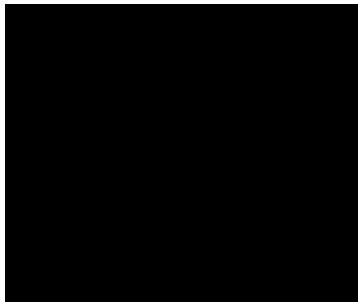
Non-Canvassing Certificate

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

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

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

Signed (1)



Status: Head of Resettlement

Signed (2)

.....

Status Head of Finance

(For and on behalf of Refugee Action)

Date 13/8/18

Non-collusive Tendering Certificate

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

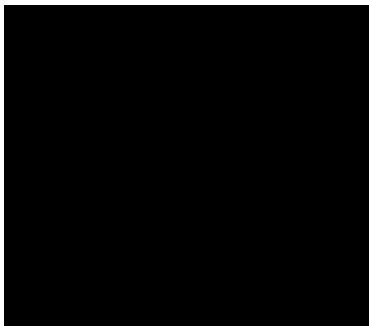
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

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: Head of Resettlement

Signed (2)

Status: Head of Finance

(For and on behalf of Refugee Action)

Date 13/8/18

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

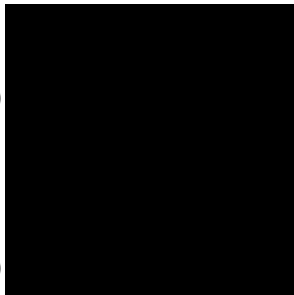
If yes, please give details:

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: Head of Resettlement

Signed (2)

Status: Head of Finance

(For and on behalf of Refugee Action)

Date 13/8/18

SECTION B

Standard Selection Questionnaire

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

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

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

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

Supplier Selection Questions: Part 3

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

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

Consequences of misrepresentation

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

Notes for completion

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

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

¹ See PCR 2015 regulations 71 (8)-(9)

Part 1: Potential supplier Information

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

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	Refugee Action
1.1(b) – (i)	Registered office address (if applicable)	Victoria Charity Centre, 11 Belgrave Road, London, SW1V 1RB
1.1(b) – (ii)	Registered website address (if applicable)	www.refugee-action.org.uk
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	Limited Company Registered Charity
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	1593454
1.1(f)	Charity registration number (if applicable)	283660
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	229047507
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide	

	additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement.	Refugee Action
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual	VCSE
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	N/A
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	N/A
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	N/A

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

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

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

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

Section 1	Bidding Model																																																																
Question number	Question	Response																																																															
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.																																																															
1.2(a) - (ii)	Name of group of economic operators (if applicable)																																																																
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																																																
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>																																																															
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.																																																																
	<table border="1"> <tr> <td>Name</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>The approximate % of contractual obligations assigned</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)						The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables						The approximate % of contractual obligations assigned					
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The approximate % of contractual obligations assigned																																																																	

	to each sub-contractor					
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Contact details and declaration

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

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

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

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

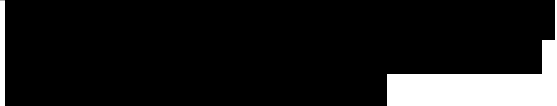

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	[REDACTED]
1.3(b)	Name of organisation	Refugee Action
1.3(c)	Role in organisation	Head of Resettlement
1.3(d)	Phone number	[REDACTED]
1.3(e)	E-mail address	[REDACTED]
1.3(f)	Postal address	Victoria Charity centre, 11 Belgrave Road, London, SW1V 1RB
1.3(g)	Signature (electronic is acceptable)	[REDACTED]
1.3(h)	Date	13/8/18

Part 2: Exclusion Grounds

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

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> x If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> x If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> x If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> x If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> x If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> x If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to	Yes <input type="checkbox"/>

	demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	No <input type="checkbox"/> x
2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/> x
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	N/A
2.4	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	Yes <input type="checkbox"/> x No <input type="checkbox"/>
2.4(a)	Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures: <ul style="list-style-type: none"> ○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; ○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; ○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable; ○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place); 	 

	<ul style="list-style-type: none">○ to maintain records of personal data processing activities; and○ to regularly test, assess and evaluate the effectiveness of the above measures.	
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Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2

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

Part 3: Selection Questions

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

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
	Name of organisation	
	Relationship to the Supplier completing these questions	

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

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

	Contact 1	Contact 2	Contact 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
	N/A

6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>
	N/A

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
	<p>Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?</p>	<p>Yes <input type="checkbox"/> N/A <input type="checkbox"/>x</p>
	<p>If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p>	<p>Yes <input type="checkbox"/> Please provide the relevant url to view the statement ...</p> <p>No <input type="checkbox"/> Please provide an explanation</p>

8. Additional Questions

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

Section 8	Additional Questions	
8.1	Insurance	
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y</p> <p>Employer’s (Compulsory) Liability Insurance = £5,Million</p> <p>Public Liability Insurance = £5Million</p> <p>*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	
8.2	Skills and Apprentices 4 –	
a.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	Yes <input type="checkbox"/> x No <input type="checkbox"/>

8.3 – Compliance with equality legislation

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

3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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8.4 – Environmental Management

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


8.5 – Health & Safety

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

8.6 Safeguarding of adults and children


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


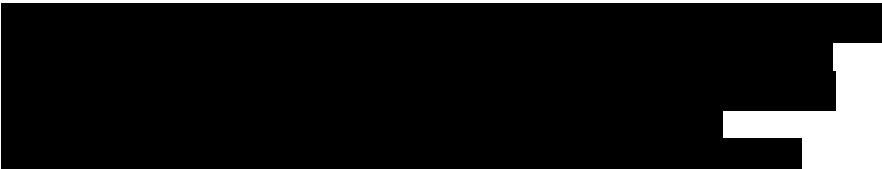
*	<p><i>Why do we need to know this?</i></p> <p><i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i></p> <p><i>“Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2015)”</i></p>
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	<p>http://www.safeguardingshropshireschildren.org.uk/scb/</p> <p>“West Midlands Adult Safeguarding Policy & Procedures” https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</p> <p>“The equivalent for adults”</p> <p><i>We need to ensure all companies that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations. The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</i></p>	
1	<p>Do you have a Safeguarding Policy or statement for safeguarding children? Do you have a Safeguarding Policy or statement for safeguarding adults?</p>	<p>Enclosed YES Enclosed YES</p>
2	<p>For information: our requests for references will include a question relating to your organisation’s record for safeguarding.</p>	
3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to 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>Signed  Status: Head of Resettlement (For and on behalf of Refugee Action)</p> <p>Date 13/8/18</p>	

commercial info

SECTION C – TENDER SCHEDULE

1	PRICE	
1.1	Please submit a total cost for the service for the period 01.10.18 to 30.09.19. Costs for further years will be negotiated with the successful tenderer in the event that further funding becomes available.	
		80 max marks

2	Tender Specification	
2.1	<p>What do you see as the challenges of delivering support for refugees and Unaccompanied Asylum Seeker Children in a rural locality with minimum diversity and how would you seek to address these challenges? (max 700 words)</p>  	20 max marks

		
2.2	<p>How would you work with partners, agencies and already resettled families in regard to the resettlement of new families? (Examples of partners and agencies are: Shropshire Council; Welcome Groups; Community Interest Companies; Health and Advice / Support Agencies) (max 1000 words)</p> 	25 max marks

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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

2.3

What action would you take in the event of racial harassment?
(max 500 words)

10 max
marks

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

2.4

How would you ensure that we take full advantage of local resources and offers of help and assistance?
(max 700 words)

20 max marks

[Redacted]

[Redacted]

[Redacted]


[Redacted]

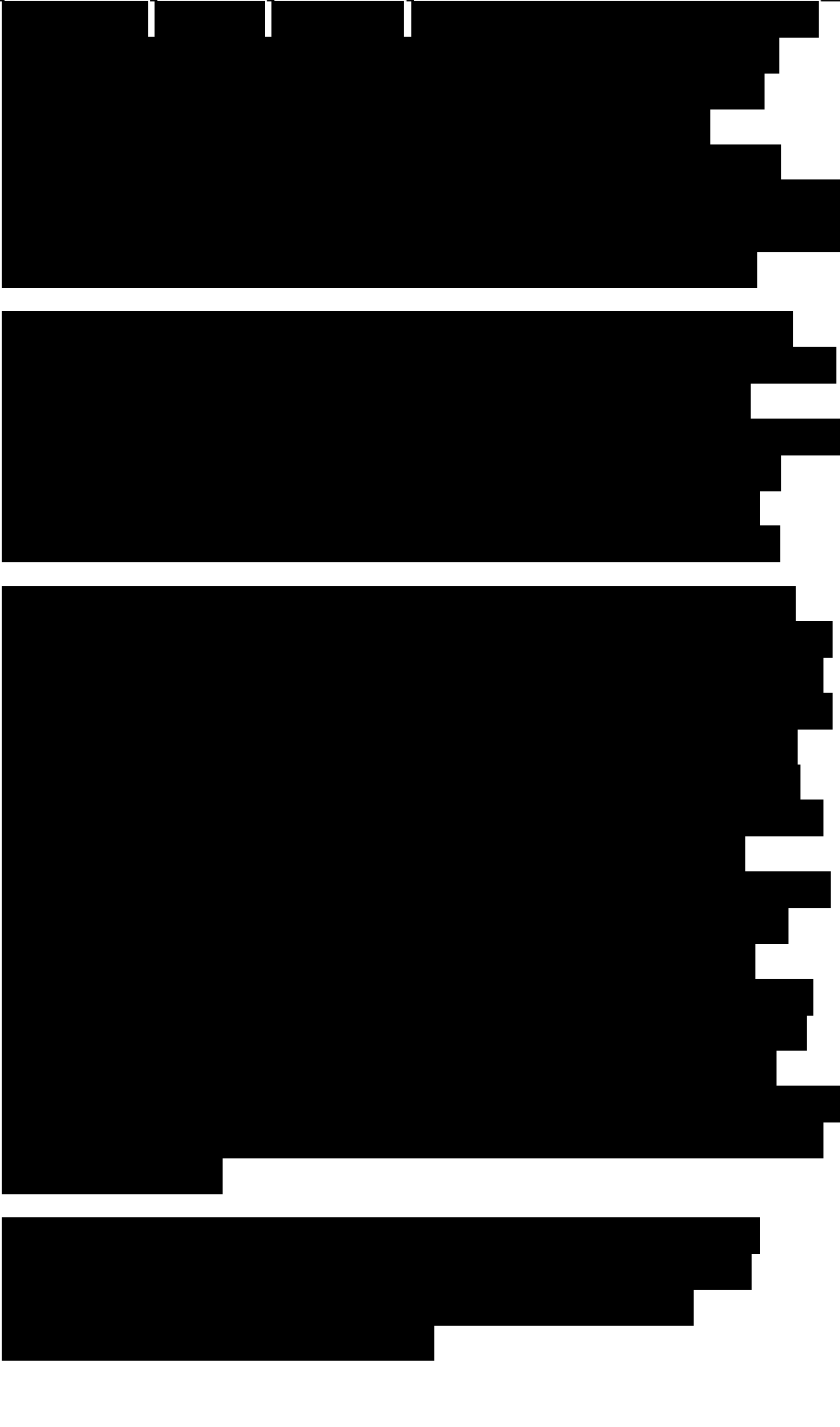
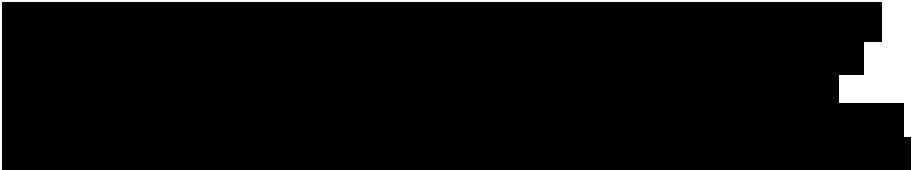
[Redacted]

[Redacted]

[Redacted]

[Redacted]

	 The content of this cell is completely redacted with black boxes. It appears to be a response to a question, consisting of several paragraphs of text.	
2.5	How you would utilise your experience in order to work with Syrian families and Unaccompanied Asylum Seeker Children in regard to the resettlement of new families? (max 1000 words)	25 max marks

		
2.6	<p>How ready would your organisation be to start the service on 1st October 2018 and please explain why? (max 500 words)</p> 	10 max marks

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.7	<p>Describe the Social Value outcomes you would deliver as part of this contract in accordance with Shropshire Council's Social Value Commissioning and Procurement Framework https://shropshire.gov.uk/social-value/</p> <p>(max 500 words)</p> <p>[Redacted text]</p> <ul style="list-style-type: none">[Redacted text][Redacted text][Redacted text][Redacted text][Redacted text][Redacted text][Redacted text][Redacted text][Redacted text]	10 max marks
-----	---	---------------------

	[REDACTED]	
	[REDACTED]	
	[REDACTED]	



[REDACTED]
Refugee Action
Victoria Charity centre
11 Belgrave Road
London
SW1V 1RB

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 23 August 2018

Dear Bidder

AMNV 006 – SYRIAN REFUGEE RESETTLEMENT & UASC SERVICE

SUBJECT TO CONTRACT

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

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

However, this letter is not, at this stage, a communication of Shropshire Council’s formal acceptance of your offer. A mandatory “standstill” period is now in force pursuant to the Regulations; this period will end at midnight on 3rd September 2018.

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

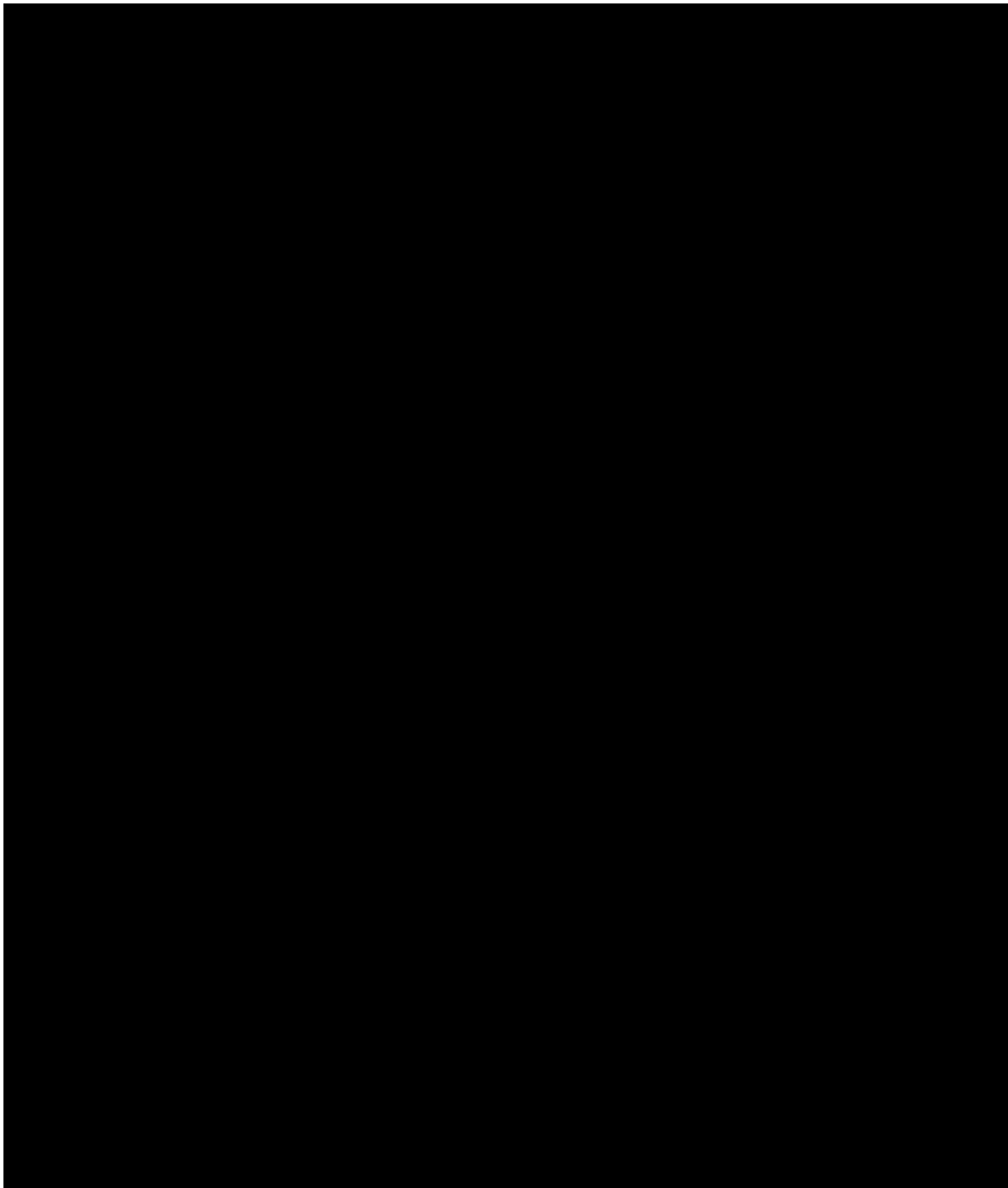
The award criteria for this contract was set out in full in Invitation to Tender with quality accounting for 60% and price for 40% of the total marks.

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

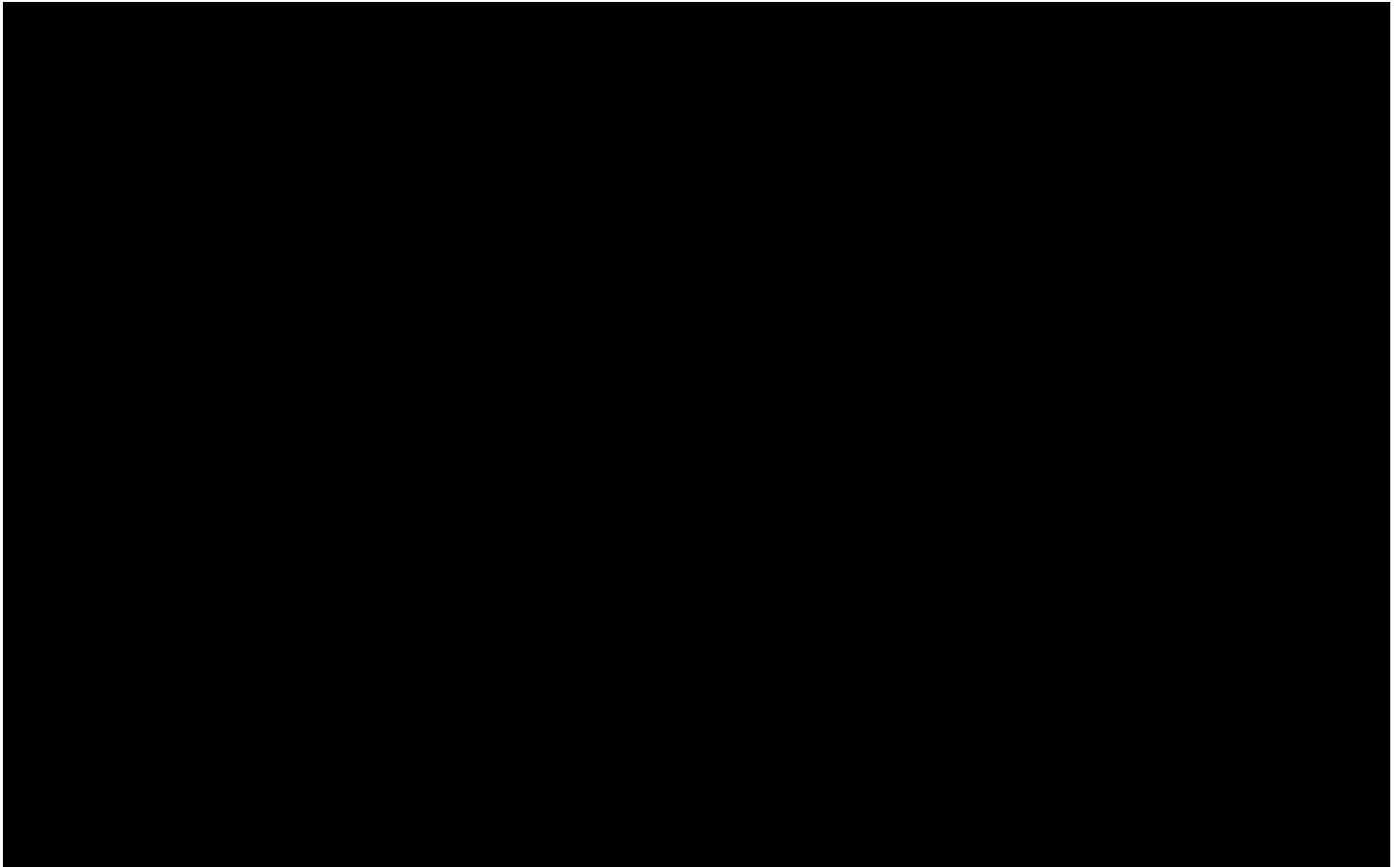
Criteria	Your Weighted Score	Your Rank (out of 1 tender received)
Price (out of 80 marks)	[REDACTED]	[REDACTED]
Quality (out of 120 marks)	[REDACTED]	[REDACTED]
Overall	[REDACTED]	[REDACTED]

commercial info

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



commercial & personal info



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

Yours faithfully


Head of Safeguarding


Housing Assistance Manager