

UK-Shrewsbury: Health and social work services.

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Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

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

Contact: Procurement

Main Address: <https://www.shropshire.gov.uk>

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: No.

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

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

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Health-and-social-work-services./269TG34YZ9>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <https://www.delta-esourcing.com/tenders/UK-title/269TG34YZ9> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available.

Unrestricted and full direct access to these tools and devices is possible, free of charge, at:

<https://www.delta-esourcing.com/tenders/UK-title/269TG34YZ9>

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: PMCV 017 - Inpatient Medically Assisted Withdrawal Beds

Reference Number: PMCV 017

II.1.2) Main CPV Code:

85000000 - Health and social work services.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Shropshire Council is retendering their inpatient medically assisted withdrawal service for Shropshire residents who have been assessed as requiring this level of care. Forming part of the Shropshire treatment system the inpatient service will work closely with the local community service provider to ensure people's needs are met, improve successful completions and support service users to achieve positive outcomes.

The duration of the contract(s) will be for 3 years plus an option to extend by up to 2 further years commencing on 1st January 2021.

II.1.5) Estimated total value:

Value excluding VAT: 650,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council is retendering their inpatient medically

assisted withdrawal service for Shropshire residents who have been assessed as requiring this level of care. Forming part of the Shropshire treatment system the inpatient service will work closely with the local community service provider to ensure people's needs are met, improve successful completions and support service users to achieve positive outcomes.

The duration of the contract(s) will be for 3 years plus an option to extend by up to 2 further years commencing on 1st January 2021.

II.2.5) Award criteria:

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

II.2.6) Estimated value:

Value excluding VAT: 650,000

Currency: GBP

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

Start: 01/01/2021 / End: 31/12/2025

This contract is subject to renewal: Yes

Description of renewals: 5 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

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

II.2.13) Information about European Union funds:

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

Identification of the project: Not provided

II.2.14) Additional information: To respond to this opportunity please click here: <https://www.delta-sourcing.com/respond/269TG34YZ9>

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

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

List and brief description of conditions:

See tender documentation.

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation.

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

See tender documentation.

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation.

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

See tender documentation.

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

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

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

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Execution of the service is reserved to a particular profession

Reference to the relevant law, regulation or administrative provision:

See tender documentation.

III.2.2) Contract performance conditions

See tender documentation.

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

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

Section IV: Procedure

IV.1) Description OPEN

IV.1.1) Type of procedure: Open

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

The procurement involves the establishment of a framework agreement - NO

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

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

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

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

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

Date: 20/10/2020 Time: 12:00

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

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

IV.2.7) Conditions for opening of tenders:

Date: 20/10/2020

Time: 12:00

Place:

Shrewsbury

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 5 years

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

VI.3) Additional Information: For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Health-and-social-work-services./269TG34YZ9>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/269TG34YZ9>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

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

Tel. +44 1743252992, Email: procurement@shropshire.gov.uk

VI.4.2) Body responsible for mediation procedures:

Shropshire Council

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

Email: procurement@shropshire.gov.uk

Internet address: <http://www.shropshire.gov.uk>

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

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

Shropshire Council

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

Tel. +44 1743252992

VI.5) Date Of Dispatch Of This Notice: 17/09/2020



Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 17th September 2020

My Ref: PMCV 017

Your Ref: PMCV 017

Dear Bidder

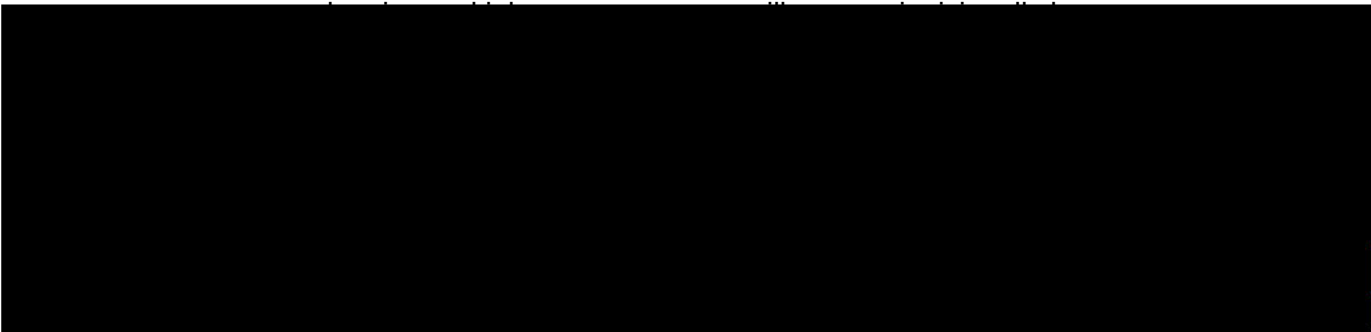
**PMCV 017 - INPATIENT MEDICALLY ASSISTED WITHDRAWAL BEDS
SHROPSHIRE COUNCIL**

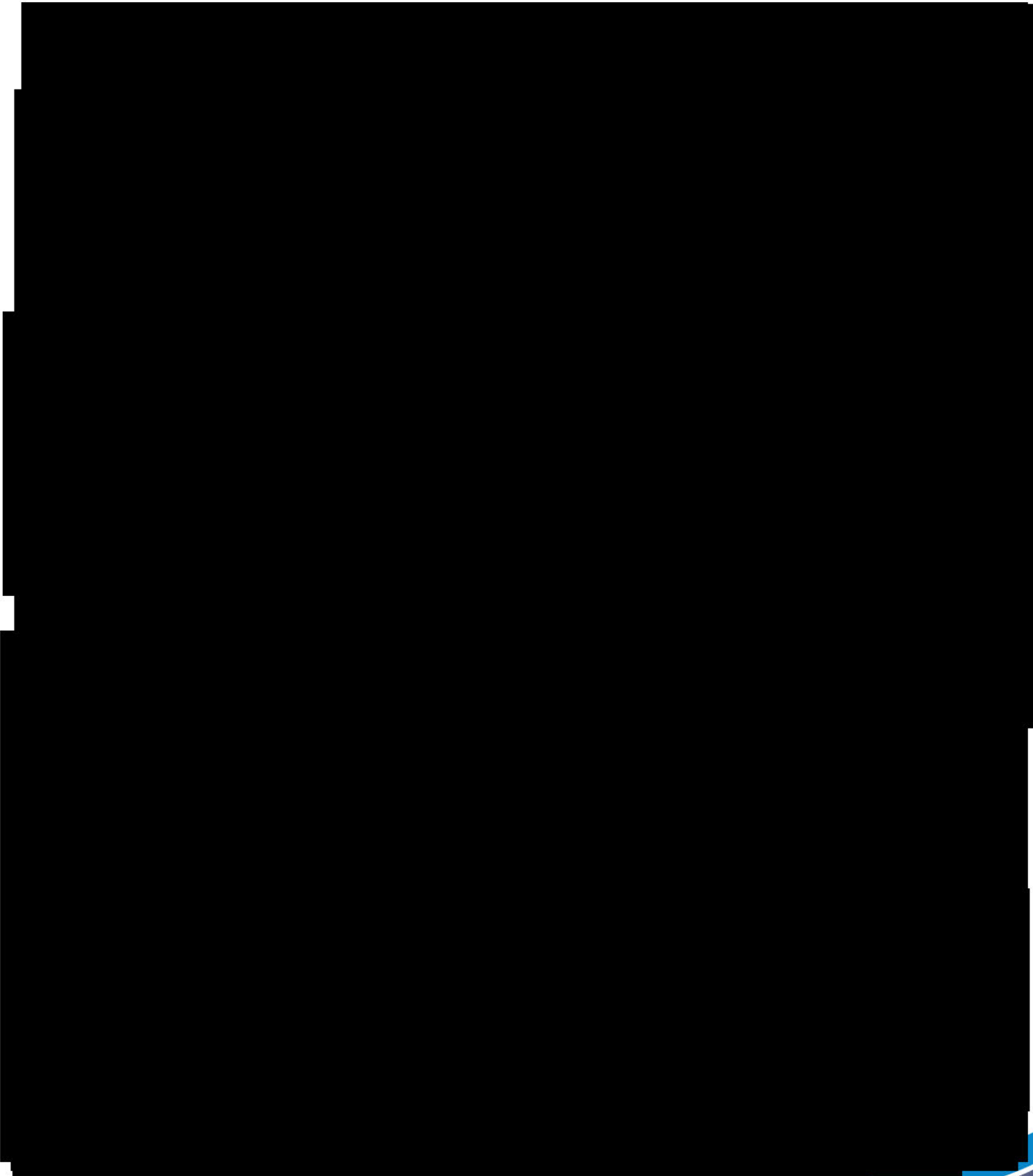
You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- Instructions for Tendering (for completion and return)
- Tender Response Document (for completion and return)
- Finance Schedule (for completion and return)
- Background Information
- Service Specification
- Draft Form of Agreement

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

Returning of Tenders

- The deadline for returning tenders is **noon on 20th October 2020** 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
- 



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

If you have any queries relating to this invitation to tender, please contact us through the Delta e-tendering portal.

Yours faithfully





INSTRUCTIONS FOR TENDERING

**PMCV 017 - INPATIENT
MEDICALLY ASSISTED
WITHDRAWAL BEDS**

Shropshire Council Instructions for tendering

Contract Description/Specification:

Shropshire Council is seeking tenders for provision of inpatient medically assisted withdrawal beds to support their local drug and alcohol recovery service.

The service will be made available to residents of the administrative Council of Shropshire who have been assessed by the local community drug and alcohol service, Shropshire Recovery Partnership, requiring this level of intervention.

Assessment of need will be based on meeting the criteria outlined in NICE clinical guidance (CG100 and CG115) who

- have not benefited from previous community assisted withdrawals
- Need medical or nursing care because of significant comorbid physical or mental health.
- Require complex poly drug detoxification
- Who drink over 30 units of alcohol a day
- Have a score of 30 or more on the Severe Alcohol Dependency Questionnaire (SADQ)
- Have history of epilepsy or experience of withdrawal related seizures or deliriums during community assisted withdrawals
- Are experiencing significant social problems that would limit benefit of a community based programme.
- Who drink between 15 – 20 units a day and meet one or more of the following criteria
 - Significant psychiatric or physical co-morbidities
 - Significant learning disability or cognitive impairment
 - Older Service Users with no home support

Forming part of the Shropshire treatment system the, inpatient service will work closely with the local community service provider to ensure people's needs are met, improve successful completions and support service users to achieve positive outcomes.

TUPE is unlikely to apply but bidders must satisfy themselves of this against the application of the rules.

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1.0 Invitation to Tender

- 1.1 You are invited to tender for the provision of Inpatient Medically Assisted Withdrawal Beds as detailed in the Tender Response Document. The duration of the contract(s) will be for 3 years plus an option to extend by up to 2 further years commencing on 1st January 2021.
- 1.2 Tenders are to be submitted in accordance with the Draft Terms and Conditions 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 Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

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

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

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 20th October 2020**.
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3** Qualified tenders may be submitted, but the Council reserves the right not to

accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 **Variant Bids**

5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 **The Transfer of Undertakings (Protection of Employment) regulations 2006**

6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') is unlikely to apply but bidders must satisfy themselves of this against the application of the rules.

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 **13th October 2020**.
- 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 Draft 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 Inpatient Medically Assisted Withdrawal Beds on the start date of the contract being **1st January 2021**.

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.

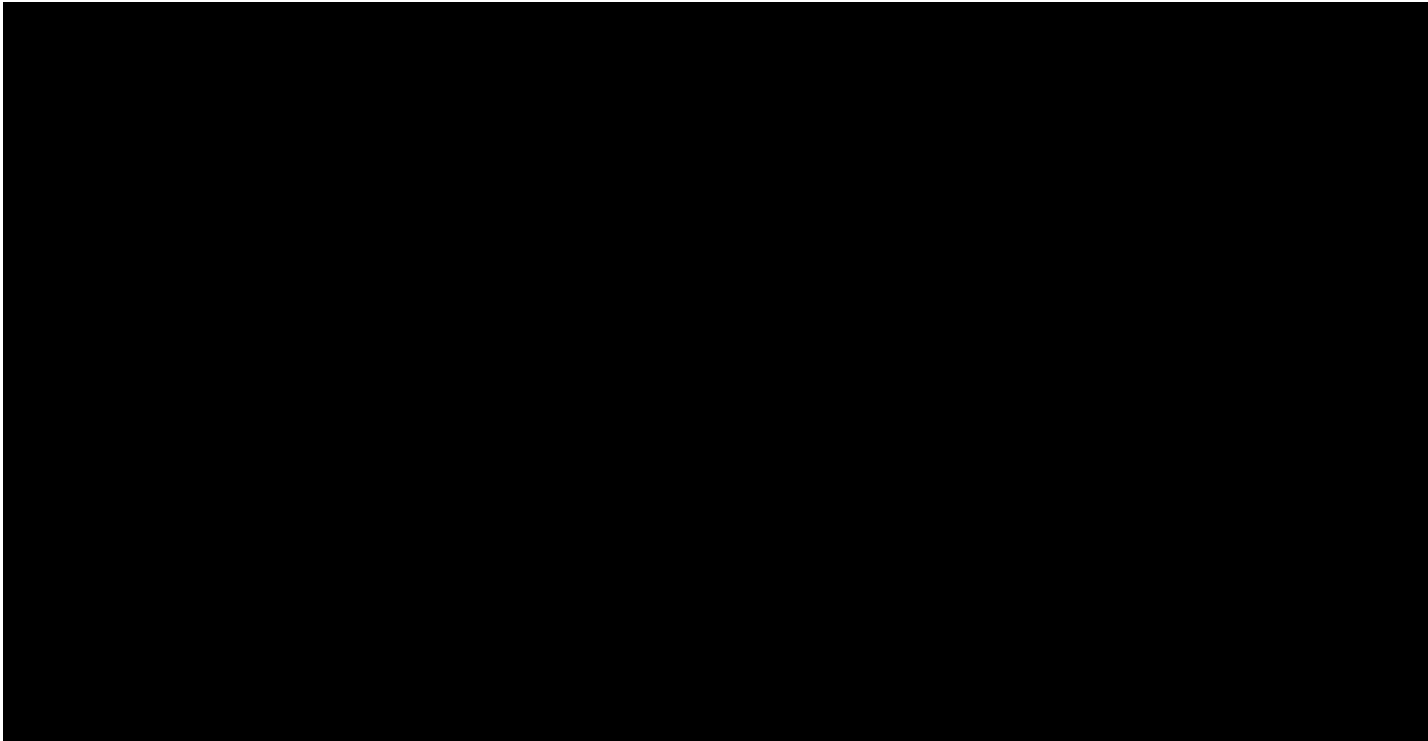
18.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

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.



PMCV017

**Inpatient medically assisted withdrawal to support recovery from drug
and alcohol dependency**

Background Information

1. Vision

- 1.1 The vision of the local partnership is to keep people safe from the harms caused by drugs and alcohol, to reduce health inequalities and support individuals, families and communities to have the best start in life and to live and age well.
- 1.2 Accessing treatment is the first step in which people can start their recovery journey. The local system uses a person centred approach providing a range of interventions to prevent harm and support recovery. Helping people to recover and to improve their life chances is fundamental to how Shropshire Council works in partnership with a range of agencies and commissions local services. It is recognised locally recovery not only benefits the individual, it also benefits their families and the community in which they live.
- 1.3 As part of this system, the inpatient assisted withdrawal service will support the needs of those people who have been assessed as requiring a medically assisted withdrawal whose needs cannot be managed within the community. The inpatient provider will need to collaborate with the community service provider to create a seamless pathway of care that continues engagement in the community system post detoxification, to complete recovery.
- 1.4 Shropshire Council is looking for a provider that can deliver interventions in line with NICE and other good practice guidance, provide easy access, is flexible in its management of assisted withdrawal and able to innovate to maximise resources available.
- 1.5 The Service will contribute to the delivery of the Public Health Outcomes Framework to increase life expectancy and reduce health inequalities through the successful completion of drug and alcohol treatment.
- 1.6 As part of its drive to transform public services, the Council is committed to achieving social value outcomes through maximising the social, economic and or environmental impact of all its procurement activity in line with the Public Service (Social Value) Act 2012. Accordingly it is expected delivery of this specification will contribute to providing social value benefits to individuals, families and the wider community.
<http://www.shropshire.gov.uk/doing-business-with-shropshire-council/social-value/>

2. National Context

- 2.1 The [Drug Strategy 2017](#) recognises for the first time the need to join up action on the misuse of alcohol and drugs. The key aims of the Strategy is to reduce illicit and illegal drug and alcohol use and increase the number of people recovering from their dependency. Covering four key themes, reducing demand, restricting supply, recovery and global action, the strategy sets out the multi-agency approach needed to support recovery and the pivotal role of evidenced based treatment. The role of

treatment is also pivotal to reducing crime and is identified in the [Modern Crime Prevention Strategy 2016](#).

- 2.2 People affected by drug and alcohol use are also recognised under the [Care Act 2014](#). Combining a number of pieces of health and social care legislation the Care Act 2014 sets out a national eligibility criteria for a local authority to provide support to someone in need. Introducing a national criteria to improve care across the board, three conditions are required to be met to enable people to access support by local adult social care services, and includes for the first time those with substance misuse
- 2.3 [Public Health England](#) estimate the social and economic costs of alcohol related harm amount to £21.5bn, while harm from illicit drug use costs £10.7bn. These include costs associated with deaths, the NHS, crime and, in the case of alcohol, lost productivity. Good quality drug and alcohol treatment not only saves lives, improves family relationships and reduces crime, it also saves public money with £4 saved for every £1 invested in drug treatment and £3 saved for every £1 invested in alcohol treatment.
- 2.4 More recently [Dame Carole Black](#) has been asked by the government to undertake an independent review into drugs. In her first report published in February 2020, there is a recognition of the ageing drug using population, the increased number of drug related deaths, higher levels of complexity by those accessing services and challenges in workforce capacity, compromised by the reduction in funding.

3. Local Context

Shropshire Drug and Alcohol Strategy 2020 -2023

- 3.1 The first combined Shropshire Drug and Alcohol Strategy is due to be published in the autumn of 2020. Setting out the ambitions of the local Shropshire Safeguarding and Community Partnership, its vision is **to create a healthy and vibrant community, safe from the harms caused by drugs and alcohol, giving people the best start in life to live and age well.**
- 3.2 Centred on four key themes, to protect children and young people, build recovery, improve health and well-being and promote safer communities, the strategy directs a range of preventative and targeted measures to achieve its ambition.

Shropshire, Telford & Wrekin Sustainability and Transformation Partnership (STP)

- 3.3 The Shropshire, Telford & Wrekin Sustainability and Transformation Partnership (STP) aims to integrate NHS and social care services more closely around the needs of local people. Identifying a number of priorities, the plan covers a broad range of ambitions to improve the health and wellbeing of local residents. This includes increasing healthy behaviours; strengthening primary care and community services;

improving prevention and delivering world class mental health; urgent and emergency care services.

3.4 Alcohol has been identified as one of the priorities under prevention with a focus on reducing hospital admissions and improving the offer to dependent drinkers who are resistant to treatment. Under the priority for mental health there is also a focus on improving the local offer to people who experience co-occurring mental health and substance misuse conditions. The inpatient service will be expected to work with a range of local partners to support the delivery of these key work streams.

Shropshire Safeguarding Community Partnership Plan Strategic Plan and Priorities

3.5 The Shropshire Safeguarding Community Partnership is committed to increasing the safety and resilience of people in Shropshire (including children and adults with care and support needs) and their communities; in order to reduce harm caused by abuse, neglect or other crime. The priorities for the partnership include domestic abuse, exploitation, transitional safeguarding, self-neglect, neglect, preventing offending and drugs and alcohol.

4. Local Needs

4.1 The 2019 mid-year population estimates published by the Office for National Statistics (ONS), estimate that there are 323,136 people living in Shropshire (160,155 males and 162,981 females). The 2011 census also showed that Shropshire has a higher percentage of over 65 year olds than the national average and the rate of under 25 year olds is lower than average.

4.2 The administrative area of Shropshire Council covers 3,197 square kilometres (1,234 square miles) and serves a population of 317,000 people. Traditional market towns, such as the county town of Shrewsbury, Oswestry, Market Drayton, Bridgnorth and Ludlow are the area's most densely populated, however, there are many people living in villages and hamlets that are poorly serviced by public transport.

4.3 In 2019 Shropshire was ranked 174th most deprived local authority in England out of a total of 317 compared to a rank of 185 out of 326 local authorities in 2015 indicating that Shropshire has become relatively more deprived compared to other areas since 2015.

4.4 In 2019, 5% of Shropshire's total population lived in areas within the most deprived 20% in terms of overall deprivation, whereas 54% of Shropshire's population live within the 50% least deprived Lower Super Output Areas (LSOA) in England. The 9 most deprived LSOA areas are situated in Shrewsbury, Ludlow, Oswestry and Market Drayton

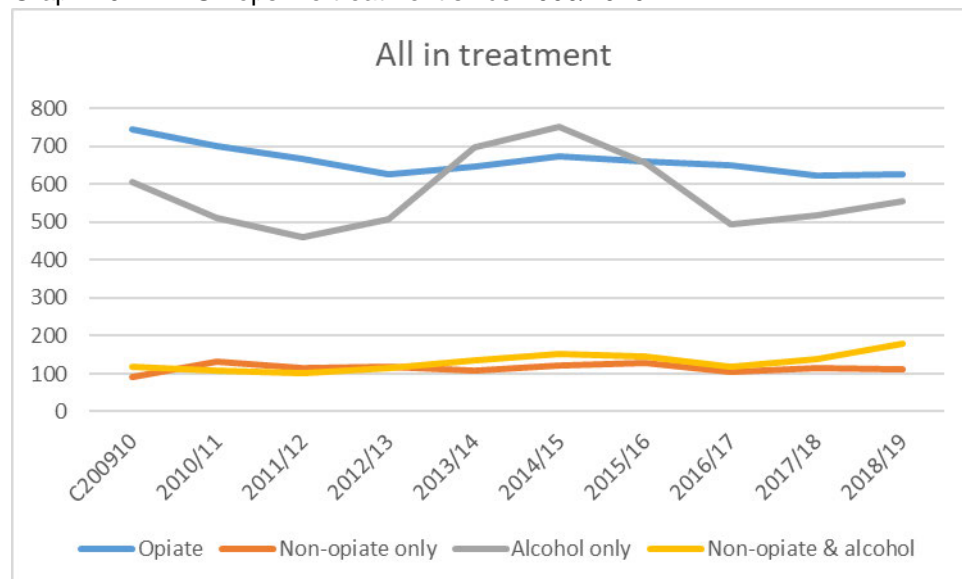
4.5 In 2019 Public Health England (PHE) estimated there were 19.3% of the adult population in Shropshire drinking at harmful levels, this equates to a staggering 48,636 people aged 18 years plus whose alcohol consumption could be impacting

on their future health and well-being. It is also estimated Shropshire is home to 2815 dependent drinkers, of which around 26% accessed alcohol treatment in 2018, this is better than the England average of just 15% of dependent drinkers accessing treatment support.

4.6 According to PHE, Shropshire is also home to an estimated 1353 people dependent on opiates and crack cocaine, a 12.5% increase on the previous year estimates. The number of people receiving drug treatment in Shropshire increased by 5% in 2018/2019 compared to 2017/2018, this is slightly higher than the England average of 4%. Heroin and crack cocaine continues to be the main substance of choice for the majority of services users seeking drug treatment in the county. Graph 1 below illustrates the trends in treatment since 2009/2010.

4.7 People in treatment for the misuse of prescription only drugs and over the counter medications accounts for 9% of the treatment population.

Graph 10 All in Shropshire treatment since 2009/2010



Source: National Drug Treatment Monitoring System

4.8 Since 2013 the number of people in alcohol treatment services has reduced nationally and by 38% in Shropshire (see Table 1 below). The biggest fall in alcohol presentations was in 2016/2017 where the number of alcohol presentations reduced by 28% (485 to 347) from the previous year. This reduction in 2016/2017 also coincides with the change in community treatment provider.

4.9 The reduction of people entering treatment for alcohol related harm nationally prompted a review by Public Health England who undertook a deep dive to try and understand why this was happening. Although PHE reached no firm conclusion the integration of drug and alcohol services, loss of specialist workers and reduction in funding was all cited. The current provider has targets for increasing the number of people in treatment to reduce our unmet need.

Table 1 Changes in alcohol presentations

Table 3: Changes in alcohol only presentations

		2013-14	2014-15		2015-16		2016-17		% change from 13-14 to 16-17
		(n)	(n)	% Change	(n)	% Change	(n)	% Change	
Local	Number of alcohol only presentations	560	557	-1%	485	-13%	347	-28%	-38%
National		65,110	61,404	-6%	57,723	-6%	52,583	-9%	-19%
Centre		8,251	7,296	-12%	6,965	-5%	6,274	-10%	-24%
Local	Number of other presentations (not including alcohol only clients)	330	351	6%	324	-8%	303	-6%	-8%
National		82,348	80,242	-3%	80,358	0%	78,633	-2%	-5%
Centre		9,504	8,764	-8%	8,270	-6%	8,317	1%	-12%
Local	Number of alcohol only presentations in alcohol only services	402	392	-2%	280	-29%	0	-100%	-100%
National		24,361	17,911	-26%	9,514	-47%	7,171	-25%	-71%
Centre		5,037	2,842	-44%	966	-66%	478	-51%	-91%

Source: PHE

4.10 In the main, population health for alcohol related conditions in Shropshire is either similar to, or better than the England average. The only two exceptions to this is the alcohol related hospital admission rates, where Shropshire is higher than the national average for [females](#) (graph 1) and for people [aged 65 years or over](#) (graph 2).

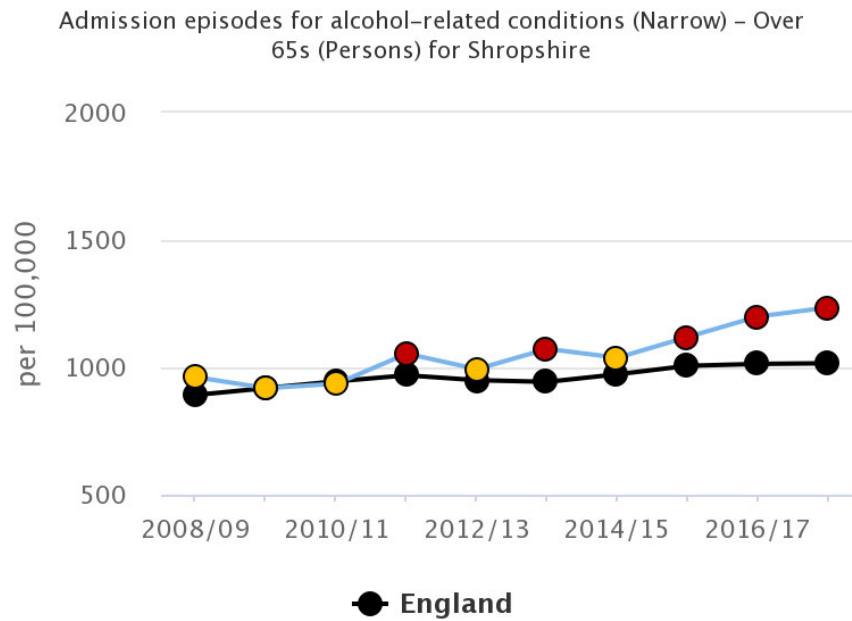
Graph 1: Alcohol related hospital admissions females in Shropshire



Source: PHE Fingertips Local Alcohol Profiles for England

4.11 Furthermore, drinking in later life is a particular concern, with the rates of hospital admissions for alcohol related conditions for both males and females aged over 65 are above both regional and national averages (Graph 2 below).

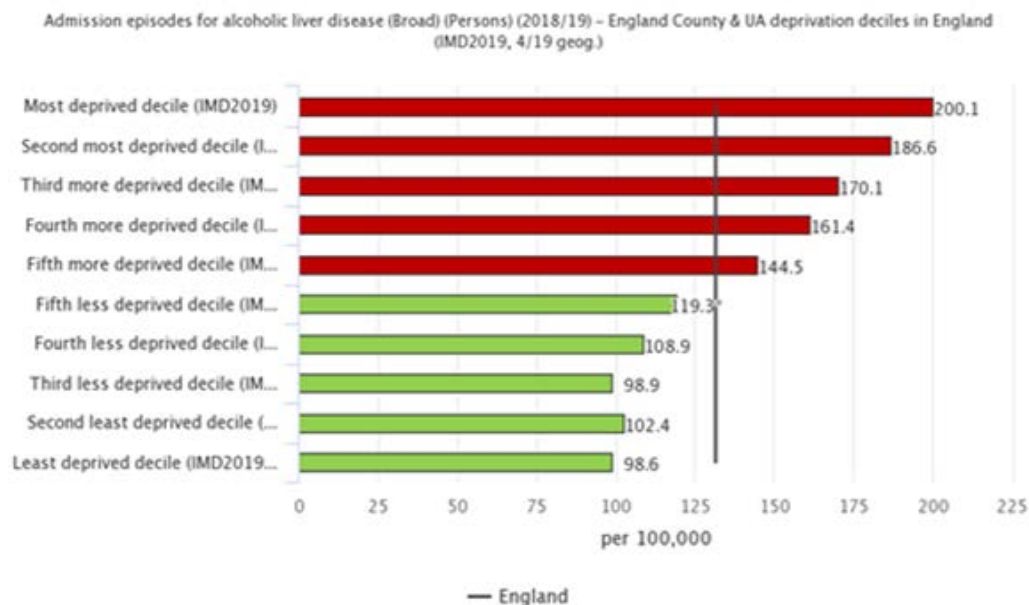
Graph 2: Admission episodes for people aged 65 years and over



Source: PHE Fingertips: Local Alcohol Profiles for England

4.12 Across all hospital admissions for all age groups the rate of alcohol related harm is higher for people with lower socio-economic status with very few exceptions (Graph 3). This is also confirmed in research, which has found despite similar levels of alcohol consumption within socioeconomic groups, people with lower socioeconomic status experience higher levels of health related harm.

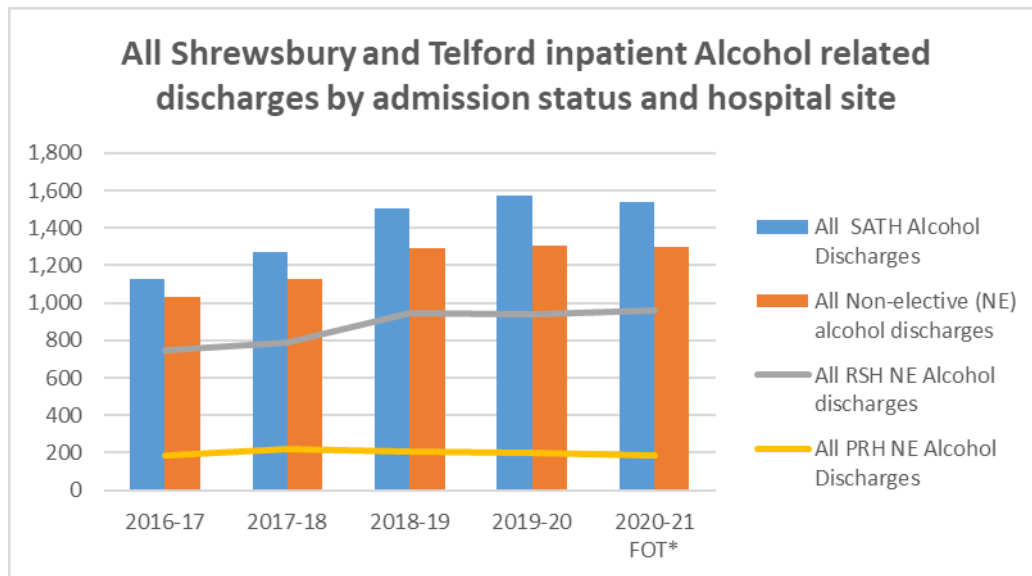
Graph 3: Hospital admission episodes by economic status.



Source: PHE Fingertips: Local Alcohol Profiles for England

4.13 Graph 5 below illustrates the number of people discharged with an alcohol diagnosis in any position from the Shrewsbury and Telford Hospital Trust (SATH) since 2016/2017 by admission status and site. As the graph shows this has increased year on year and, if the current forecast for 2020/2021 is correct since 2016/2017 there has been a 39% increase in alcohol related discharges. Reducing alcohol related admissions is an STP priority with particular focus on those been admitted for an assisted withdrawal only.

Graph 5: All Shrewsbury and Telford inpatient Alcohol related discharges by admission status and hospital site



Source: Local CCG data January 2020

4.14 Graph 6 below illustrates the number of people admitted for a medically assisted alcohol withdrawal intervention at SATH between April 2018 and November 2019. There were 192 patients admitted at the Royal Shrewsbury Hospital (RSH) I and 73 patients to the Princess Royal PRH.

5. Inpatient Assisted Withdrawal

5.1. In 2014/2015 a needs assessment was undertaken that specifically reviewed the inpatient assisted withdrawal cohort. Analysis of the data confirmed there was an underutilisation of beds. A projection of need based on previous activity found the level of service required was as follows:

Minimum number in a 12 month period from the previous four years: 1315 OCBDs

Maximum number in a 12 month period from the previous four years: 1477 OCBDs

The actual number of occupied bed days (OCBDs) required formed the basis of the retender in 2016/2017 and following discussion with the new community treatment provider on the availability of community detox, the number of bed nights required was further reduced. A safety net of spot purchase beds was included in this retender.

5.2 It should be noted in Year 2 the reduction in the number of block purchase beds was to coincide with an increase in planned community detox. To ensure adequate provision the service was tendered on the number of beds required plus the option to purchase additional beds should need be greater than availability. As Table 2 below shows the number of beds utilised during this period fluctuated considerably and is not reflective of higher levels of community detox.

Table 2: Utilisation of inpatient beds

	2017/2018	2018/2019	2019/2020
No of bed nights used	1018	818	444
No of bed nights available	1095	730	730

5.3 In 2019/2020 the number of inpatient beds used was significantly less than in previous years. Projecting future need is more difficult on a number of counts; firstly, there is a local drive to increase community detoxes where this is clinically appropriate, secondly the numbers in alcohol treatment have been significantly reduced (although are starting to rise again) and thirdly the future impact of an optimal alcohol care team (ACT) within the hospital may increase numbers of people into community treatment.

5.4 Furthermore, the financial envelope has been significantly reduced since the last tender. The challenge is to balance access to beds to those that clinically need it within the financial envelope, whilst maintaining value for money. Shropshire Council is therefore looking for a provider who can work collaboratively with the current community provider to maximise the budget available and work innovatively to meet need.

PMCV017

**Inpatient medically assisted withdrawal to support recovery from
drug and alcohol dependency**

Specification

SERVICE SPECIFICATIONS

Service Specification No.	PMCV 017
Service	Drug and Alcohol Inpatient Medically Assisted Withdrawal
Authority Lead	Jayne Randall. Drug and Alcohol Strategic Commissioning Lead
Provider Lead	
Period	1 January 2021 to 31 December 2024 plus option to extend one plus one
Date of Review	Quarterly

1. Population Needs

1.1 National Policy and Local Context

Underpinning local drug and alcohol services in Shropshire is the priorities and ambitions of the National Drug Strategy 2017, and the Governments Alcohol Strategy 2012, to move people from a state of dependency to that of sustainable recovery that goes beyond treatment to encompass wider factors and the broader determinants of health and well-being, including housing, training, education and employment. Reducing drug and alcohol related harm is a priority for the Shropshire Safeguarding Community Partnership

The local treatment system provides the first step in which people can start their recovery and improve their overall health and well-being. Using a person centred approach, the local treatment system provides a range of psychosocial and pharmacological interventions to prevent harm and support recovery. As part of this system, the inpatient assisted withdrawal service will support the needs of those people who have been assessed as requiring a medically assisted withdrawal or stabilisation, and whose needs are not able to be managed in the community.

The Service will contribute to the delivery of the Public Health Outcomes Framework to increase life expectancy and reduce health inequalities through the successful completion of drug and alcohol treatment.

As part of its drive to transform public services the Council is committed to achieving social value outcomes through maximising the social, economic and or environmental impact of all its procurement activity in line with the Public Service (Social Value) Act 2012. Accordingly it is expected delivery of this specification will contribute to providing social value benefits to individuals, families and the wider community.

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

1.2 Local Need

Drug and Alcohol Prevalence Rates

The administrative county of Shropshire has one of the lowest prevalence rates of problem drug users in the West Midlands when compared against other Local Authorities in the region and is

comparable with other rural counties such as Warwickshire, Worcestershire and Staffordshire. Although rates are low the levels of complexity, pockets of entrenched behaviour, transport issues and limited opportunities within some market towns bring a number of challenges to service delivery. Many of the issues encountered are connected to historic relationships between Service Users, the family and extended family networks including intergenerational substance misuse.

Since 2013 there has been a dramatic fall in the number of people accessing alcohol treatment, there is ongoing work to improve this, with projects to improve dual diagnosis and hospital referral pathways.

The local prevalence estimate based on the most recent figures available (2018-2019) is shown in Table 1 below

Table 1:Prevalence rates for Shropshire 2018/2019

Type	Prevalence	Penetration Rate
OCU	1353	49%
Opiate	1135	55%
Crack	689	45%
Alcohol	2815	26%

Source: PHE Commissioning Pack 2019

Treatment Overview

Numbers in treatment

Table 2 below illustrates the number of people in treatment during 2018/2019

Table 2 Numbers in Treatment

Substance	Number in treatment
Drugs (includes opiates, non-opiates and crack cocaine)	920
All alcohol clients	862
Alcohol only	556

Source: PHE Commissioning Pack 2019

In 2018 /2019 new presentations accounted for 63% of the alcohol treatment population compared to 38% of new presentations for drug treatment.

12% of people in treatment for alcohol dependency had consumed 1000 units or more of alcohol in the 28 days prior to entering treatment.

Around 23% of people in treatment live with children.

9% of the drug treatment population have an over the counter or prescribed medication dependency.

The proportion of people consuming 800 or more units in the preceding 28 days before treatment has remained fairly stable over the last couple of years as Table 3 below illustrates.

Table 3: Number of people consuming 800 or more units of alcohol in the 28 days before treatment

	2017/2018		2018/2019	
	Male	Female	Male	Female
Number	70	32	70	28

Source:PHE Commissioning Pack 2019

Since 2017 the number of people accessing inpatient assisted withdrawal has decreased, with a significant decrease in the last year Table 4. At the same time the community provider is tasked with increasing the number of people in treatment for alcohol dependency. Not all service users will require an inpatient response, however, it is predicted numbers are likely to increase.

Table 4 Inpatient Activity

Inpatient Activity

	2017-2018	2018 -2019	2019-2020
Number of people receiving inpatient assisted withdrawal	106	90	50

Source: Local Data

2. Key Service Outcomes

2.1

To provide inpatient medically managed or medically supervised assisted withdrawal based on need and determined through the community drug and alcohol service the Shropshire Recovery

Partnership as part of a pathway to support recovery from dependence and successful completion of treatment.

The Service will contribute to the following Public Health Outcomes Framework (PHOF) domain
Health Improvement:

Drug and alcohol treatment completion and drug misuse deaths.

2.15i Successful completion of drug treatment – opiate users.

2.15ii Successful completion of drug treatment – non-opiates

2.15iii Successful completion of alcohol treatment

2.15iv Deaths from Drug misuse

In addition the service will deliver and contribute to the following outcomes:

- Successful completion of inpatient assisted withdrawal.
- Improve health and well-being.

3. Scope

3.1 Aims and objectives of service

This Service will be provided as part of a treatment system pathway for Service Users resident within the administrative county of Shropshire with the specific aim

- To increase successful completion of drug and alcohol treatment and reduce representation rates.
- To improve the health and psychosocial functioning.
- To provide an accessible and flexible service that offers choice for Service Users and their families and is able to respond to changing needs during the course of the treatment.
- To provide pre-admission preparation in partnership with community service.
- To provide a robust clinical governance framework.
- To reduce relapse by proactive prevention support.
- To encourage Service User and carer involvement in the development of Services.
- To promote mutual aid.
- To provide services that respect the requirements of Service Users with regards to gender; age; ethnicity and/or sexuality.
- To work in partnership with the community drug and alcohol treatment service and other relevant partner agencies to ensure there is appropriate care coordination of drug and alcohol users within the treatment system.
- To provide a service focused on recovery.
- To provide interventions that promote and facilitate reductions in harm to self and communities
- To ensure effective partnership working with all partners, statutory and non-statutory
- To recognise the importance of engagement and create a positive culture between clinicians and Service Users).
- To promote and improve the health and well-being of Service Users and their families.

The Service is based on the following principles:

- To work within national and local guidelines
- To provide standardised referral, assessment and treatment

- To ensure shared expectations by inputting to a mutually agreed care plan with clients
- To treat clients as individuals and accord them respect
- To empower clients to make informed choices
- To provide a confidential service
- To ensure that records are securely stored.
- Service provision will commence within 21 days of referral, unless there is a specific requirement, by the referrer that the service commence at a later date to suit the needs of the Service User

3.2 Service description/pathway

Service Delivery Model

The Service Provider will provide inpatient medically managed assisted withdrawal to those Service Users who have expressed a choice to become abstinent from drugs and/or alcohol and who have been assessed as requiring a high level of medical or nursing support need due their complex needs.

Occasional provision of stabilisation may also be required, where this cannot be effectively managed within the community.

Service Activity

The Service Provider will provide a programme of evidence based care to support assisted withdrawal and continued sustained abstinence. As a minimum this will include:

a) Information, Advice and Preparation

Detailed information to Service Users prior to entry on the withdrawal process and its associated risks and as a minimum should include

- I. The physical and psychological aspects of withdrawal, including duration and intensity of symptoms. For opioid users the loss of tolerance and increase risk of overdose and death following withdrawal.
- II. The importance of continued support, including psychosocial, appropriate pharmacological interventions and mutual aid to reduce the risk of relapse, sustain recover and promote health and well-being.
- III. The importance during this period of change of addressing wider health needs such as BBVs, respiratory and cardiovascular health and well-being.
- IV. Lifestyle advice on nutrition and the importance of a balanced diet, sleep and regular exercise.
- V. Training in the recognition and management of opioid detox and the provision of a take home naloxone kit should be part of preparation for assisted withdrawal from opioids where this has not been completed in the community.

b) Assessment

On entry to the IDU Service Users should be clinically assessed to establish:

- I. Presence of substances and severity of dependence;
- II. Clinical signs of withdrawal
- III. History of drug and /or alcohol use including previous experience with assisted withdrawal.
- IV. Review of current and previous physical and mental health, blood borne virus and immunisation status and referral to outside agencies for future care where indicated.

c) Pharmacological Interventions

All pharmacological interventions should meet the needs of the Service Users and adhere to NICE guidance and the Orange book Clinical Guidelines for the Management of Drug Misuse.

d) Psychosocial Interventions

The Service Provider will provide therapeutic and evidence based psychosocial interventions and psychological therapies in accordance with NICE guidelines and best practice through one to one and group work sessions. The therapies should support the Service User to develop a range of coping strategies to maintain abstinence and sustain recovery Where there is dual diagnosis, care should be taken to liaise and communicate with the relevant community mental health team and /or to make a suitable referral in conjunction with the community service, for support in the future if these are not in place on admission.

e) Other (to be negotiated as part of contract)

f) Discharge Planning

To support sustainable recovery:

- I. The Service Provider will ensure there is an integrated working arrangement with the local community service (Shropshire Recovery Partnership), GP and other services as appropriate to support transition back into the community.
- II. The Service Provider, together with the Service User and community provider, will agree the ongoing recovery plan to support sustainable recovery following discharge.
- III. The Service Provider will assess risk on discharge and inform the community team
- IV. The Service Provider will provide relapse prevention for all Service Users, and advice and training on the management of opioid overdose and a take home naloxone kit for opioid users, prior to discharge.
- V. The Service Provider will support the Service User to link into local peer support and mutual aid groups once back in the community.
- VI. The Service Provider will provide ongoing relapse medication for up to 14 days following discharge

g) Unplanned Discharge

In the majority of cases Service Users will complete their treatment and return to the community under an agreed recovery plan. In whatever circumstance where treatment is not completed the Service Provider should:

- I. Undertake a risk assessment and inform local service of the unplanned discharge.
- II. Advise the Service User on risks, particularly low tolerance to opioids.
- III. Having been provided with the information about the risk of overdose, opioid users should be supplied with a take home naloxone kit to reduce the risk of heightened vulnerability to overdose following an unplanned discharge
- IV. Support the Service User's return to the community and a place of safety.

h) Clinical Governance

Clinical governance will be in place to support the delivery of safe, effective, patient centred care and services. This will include identified clinical leadership who will be responsible for clinical

activity. Within the framework of clinical governance the Service Provider will have clear protocols and processes for:

- Risk management
- Emergency and contingency planning
- Clinical effectiveness and quality improvement.
- Health, well-being and care experience.
- Equality and diversity.
- Quality assurance
- Information governance
- Monitoring.

i) Workforce

It is expected that there will be the correct Staff/ Service User ratio to deliver an effective service and that all Staff will be the correct mix of clinical and other professional staff, working within safe and robust clinical governance protocols, which can help to offer better and more cost effective provision.

All Staff must be competent to deliver a quality recovery focused service. Staff need to be competent and able to demonstrate they are appropriately qualified to undertake the roles they do. It is expected that to be able to achieve this, the Service Provider will ensure:

- All Staff are appropriately qualified to undertake their role and provision is in place for training updates where necessary.
- To maintain quality of delivery and good practice all employees should have in place an individual personal development plan, which is reviewed every 12 months.
- Staff attend appropriate education and training programmes to maintain their level of competency and comply with their professional body requirements.
- All Staff have the relevant professional qualifications and operate within their scope of competency, their professional body's standards, regulations and codes of conduct.
- All Staff undergo an induction process.
- Workforce and Training Plans are in place relevant to substance misuse that is reviewed and amended annually.
- An appropriate skill mix is in place, or plans in place to improve the skill mix.
- Professional leadership is provided.
- An appropriate management structure is in place that supports service delivery and development.
- Staff work to their employing organisational policies.

The Service Provider will be responsible for ensuring all Staff professional registrations are maintained

The Service Provider will have in place appropriate Human Resource policies to manage short and long term absences, discipline and capability policies.

TUPE is unlikely to apply but bidders should satisfy themselves over any particular application of the regulations.

j) Local Training Requirements

Any training as directed by local safeguarding procedures.

3.3 Population covered

Inpatient assisted withdrawal shall be available to any person with an illegal drug or/and alcohol dependency aged 18 years or over who lives within the administrative area of the Council and have been assessed as in need of the Service because of severe comorbid physical or mental health problems, or who need a concurrent withdrawal intervention.

3.4 Any acceptance and exclusion criteria and thresholds

3.4.1 a) Any adult assessed by the Shropshire Recovery Partnership in need of inpatient assisted withdrawal who:

- Have not benefited from previous community assisted withdrawals
- Need medical or nursing care because of significant comorbid physical or mental health.
- Require complex poly drug detoxification
- Who drink over 30 units of alcohol a day
- Have a score of 30 or more on the Severe Alcohol Dependency Questionnaire (SADQ)
- Have history of epilepsy or experience of withdrawal related seizures or deliriums during community assisted withdrawals
- Are experiencing significant social problems that would limit benefit of a community based programme.

b) Who drink between 15 – 20 units a day and meet one or more of the following criteria

- Significant psychiatric or physical co-morbidities
- Significant learning disability or cognitive impairment
- Older Service Users with no home support

c) Exclusion Criteria

- Children (under 18 yrs)
- Individuals who may meet the criteria for admission to the Service but whose behaviour would increase the vulnerability of the other Service Users who are accessing the Service. In such circumstances, where admission is still required, communication will take place with all parties to agree access and accept the consequential impact.
- Non-residents of the administrative area of the Council
- Referrals from sources other than the Shropshire Recovery Partnership (SRP)
- Individuals who do not have a SRP recovery worker

3.5 Interdependencies with other services

The Service Provider will receive referrals from Shropshire Recovery Partnership and agree admission date following medical assessment

The Service Provider is also responsible for informing the Council of any serious or untoward incidents.

4. Applicable Service Standards

4.1 Applicable national standards e.g. NICE

Waiting times for community interventions and structured treatment should not exceed the 3 week national standards assessment should be offered within 5 working days of initial referral.

The following are the minimum required standards that the Service Provider is required to meet wherever a service schedule indicates that the function listed is part of that service.

- [NICE Alcohol-use disorders: diagnosis, assessment and management of harmful drinking \(high-risk drinking\) and alcohol dependence Clinical guideline \[CG115\]](#)
- [NICE Alcohol-use disorders: diagnosis and management of physical complications \[CG100\]](#)
- [NICE: Drug misuse in over 16s: opioid detoxification Clinical guideline \[CG52\]](#)
- [NICE: Coexisting severe mental illness and substance misuse: community health and social care services NG58](#)
- [NICE: Drug misuse in over 16s: psychosocial interventions CG51](#)
- [Care Quality Commission \(CQC\) Guidance for Providers on Meeting the Regulations Health and Social Care Act 2008 \(Regulated Activities\) Regulations 2014 \(Part 3\) \(as amended\) Care Quality Commission \(Registration\) Regulations 2009 \(Part 4\) \(as amended\) \(2015\)](#)
- [DH Drug misuse and dependence: UK guidelines on clinical management \(2017\)](#)
- QuADS (Quality in Alcohol and Drug Services): *Alcohol Concern*, 1999
- [National Treatment Agency Models of Care for Alcohol Users \(2006\)](#)
- [HSCIC Code of practice on confidential information \(2014\)](#)

The Service Provider must adhere to all current and future national standards and training requirements. It is the Service Provider's responsibility to keep staff up to date and adhere to any changes to national training requirements, guidance and service standards.

5. Location of Provider Premises

The Provider's Premises are located at:

- **TBC upon award of contract**

The Service Provider will provide easy and equitable access.

The Service will take place at the Premises specified within in this Contract.

All medicine supplies should be stored as per the manufacturer's requirements.

The Service will be designed in such a way as to not provide a direct or indirect barrier to potential or existing Service User's requirements.

Service availability and delivery information is to be made easily available and freely accessible to all individuals.

Special consideration should be in place where:

- the first language is not English,
- the Service User may have literacy or numeracy problems
- the Service User is restricted due to culture, religion, gender, age or personal circumstances which may preclude them from easily accessing the Service

6. Required Insurances

6.1 If required, insert types of insurances and levels of cover required

The Authority will require evidence of the following levels of insurance cover:

Public Liability Level of cover providing a minimum indemnity of £5,000,000 (Five Million pounds for each and every event

Professional Indemnity Level of cover providing a minimum indemnity of £7,000,000 (Seven Million Pounds)

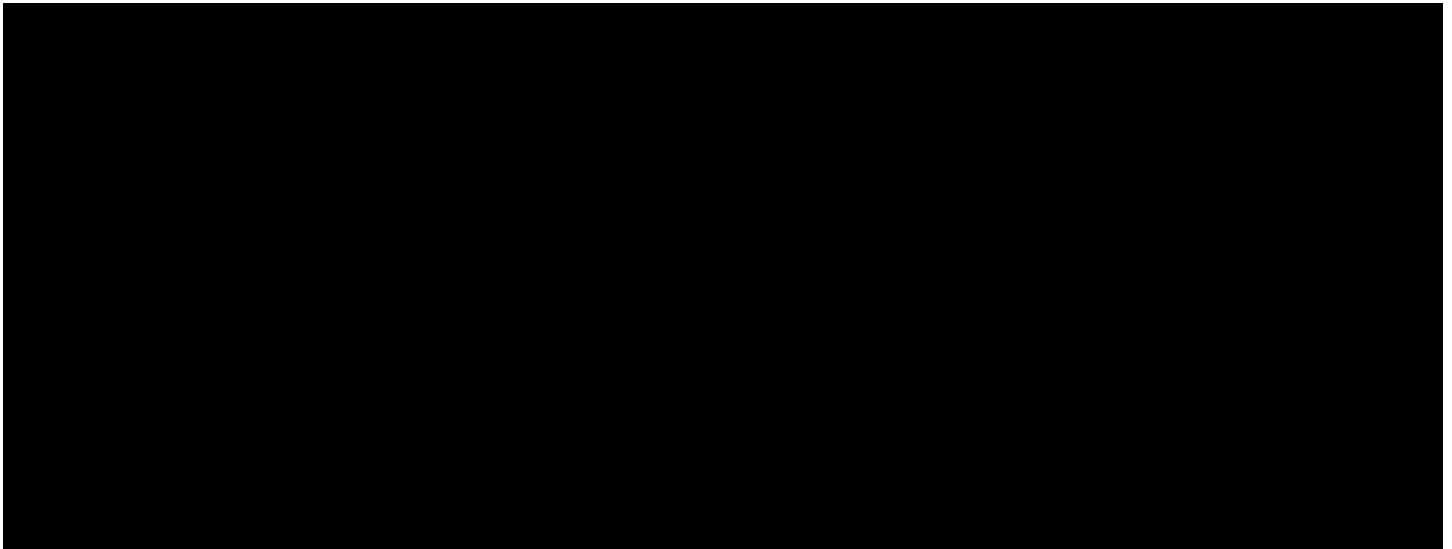
Employers Liability Level of cover providing a minimum of £5,000,000 (Five Million Pounds)

Medical malpractice insurance providing a minimum indemnity cover of £5,000,000.00 (Five Million Pounds) for each and every event.

PRICING SCHEDULE - PMCV017

SHROPSHIRE COUNCIL

THE SUPPLY OF A SPECIALIST INPATIENT ASSISTED WITHDRAWAL SERVICE



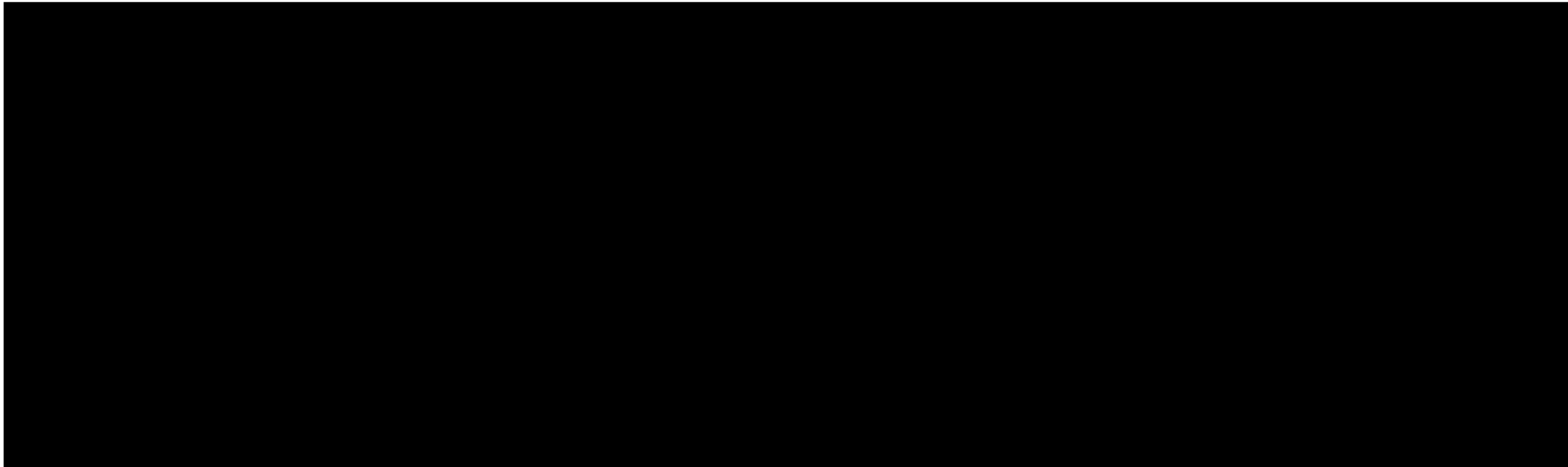
BID FORMS

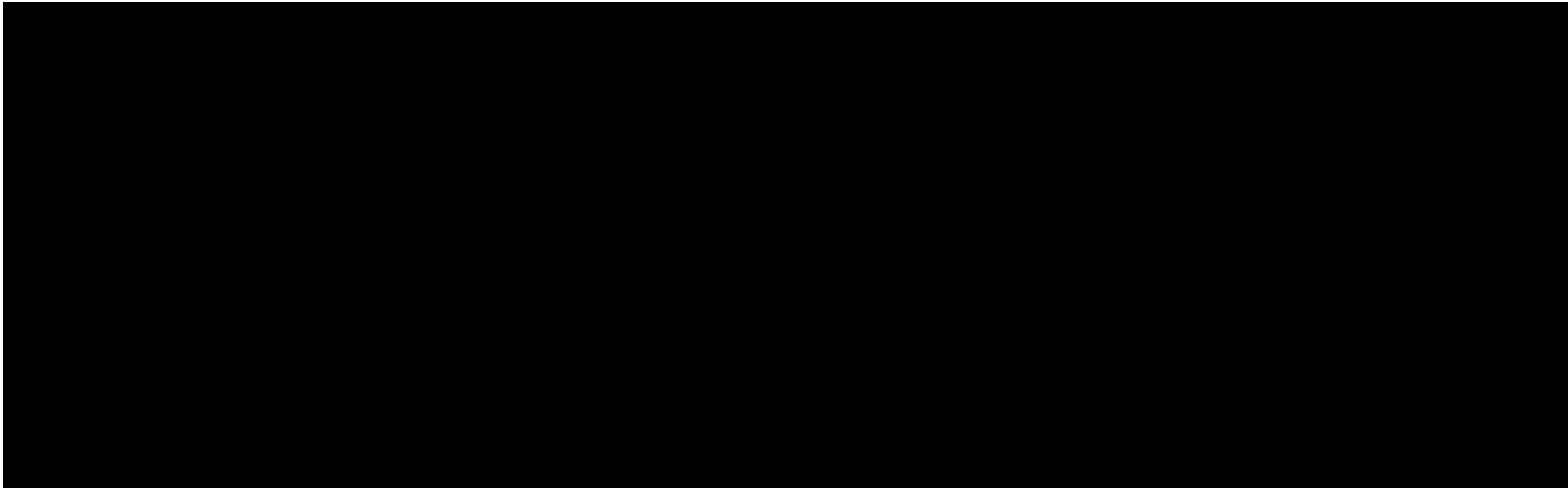
SHROPSHIRE COUNCIL

THE SUPPLY OF A SPECIALIST INPATIENT ASSISTED WITHDRAWAL SERVICE

Purpose of the Bid Forms

- 1 The Bid Form is intended to ensure that Bidders provide a meaningful cost to the Council on which they will be evaluated and these costs will be properly compared and evaluated against other bids.
- 2 Bidders are required to provide their block bed price for years 1-3 by submitting their per day price based on 252 bed days.
- 3 Bidders are required to provide their spot bed price for years 1-3 by submitting their per day price. Bidders will be evaluated based on the average price for years 1-3.
- 4 Prices should be provided for each year of the 3 year contract. There will not be a price review during the first 3 years of the contract.
All prices should be quoted net of VAT.



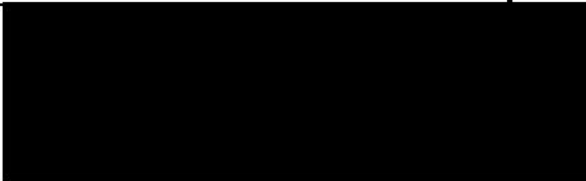




Tender Response Document

PMCV 017 - INPATIENT MEDICALLY ASSISTED

Name of TENDERING ORGANISATION
(please insert)



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

Shropshire Council Tender Response Document

Contract Description/Specification:

Shropshire Council is seeking tenders for provision of inpatient medically assisted withdrawal beds to support their local drug and alcohol recovery service.

The service will be made available to residents of the administrative Council of Shropshire who have been assessed by the local community drug and alcohol service, Shropshire Recovery Partnership, requiring this level of intervention.

Assessment of need will be based on meeting the criteria outlined in NICE clinical guidance (CG100 and CG115) who

- Have not benefited from previous community assisted withdrawals
- Need medical or nursing care because of significant comorbid physical or mental health.
- Require complex poly drug detoxification



- Who drink over 30 units of alcohol a day
- Have a score of 30 or more on the Severe Alcohol Dependency Questionnaire (SADQ)
- Have history of epilepsy or experience of withdrawal related seizures or deliriums during community assisted withdrawals
- Are experiencing significant social problems that would limit benefit of a community based programme
- Who drink between 15 – 20 units a day and meet one or more of the following criteria
 - Significant psychiatric or physical co-morbidities
 - Significant learning disability or cognitive impairment
 - Older Service Users with no home support

Forming part of the Shropshire treatment system the inpatient service will work closely with the local community service provider to ensure people's needs are met, improve successful completions and support service users to achieve positive outcomes.

TUPE is unlikely to apply but bidders must satisfy themselves of this against the application of the rules.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Part 1 Question 1.1 (a). All information supplied must be accurate and up to

date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.

4. Where copies of certificates and other details are requested a **copy must** accompany your tender response.

Contents

Section	Description	Page
A1	Form of Tender	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'. The following criteria is made up of 'pass/fail' (selection criteria) questions and 'weighted marked' (award criteria) questions and shows how each section is to be marked.

Selection Criteria Pass/Fail Questions (Section B)

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

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 2 Section 3 - 8	Grounds for Discretionary Exclusion
	<p>In relation to discretionary exclusion grounds (section B part 3):-</p> <p>Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).</p> <p>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)</p>

	<p>gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 30% (300 marks)		
Section C / Q 1.1	Element 1 - Total contract price for block-contract of 252 nights per year	20 / 200 max marks
Section C / Q 1.2	Element 2 - Average spot-purchase price	10 / 100 max marks
Total for price		30 / 300 max marks
Quality 70% (700 marks)		
Section C / Q 2.1	Service Delivery	20 / 200 max marks
Section C / Q 2.2	Organisation, Staffing & Workforce Development	10 / 100 max marks
Section C / Q 2.3	Clinical Governance & Quality	20 / 200 max marks
Section C / Q 2.4	Information Governance & Data Management	10 / 100 max marks
Section C / Q 2.5	Contract Management & Implementation	10 / 100 max marks
Total for quality		70 / 700 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 700 marks available for Quality. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring

The most competitively priced tender will be assessed on the following 2 elements:

1. Block purchase - total contract value over the first 3 years of the contract for the block purchase of 252 bed-days per annum.
2. Spot-purchase – average price of a spot-purchased bed-day over the first 3 years of the contract

Marks will be awarded as follows:

1. Element 1 – block purchase. The most competitively priced tender will receive the maximum mark for Element 1 being **200**. 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.

2. Element 2 – spot purchase. The most competitively priced tender will receive the maximum mark for price being **100**. 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.

Overall Score

Tenders will be ranked by adding together the marks for Quality Criteria, Price Element 1 and Price Element 2 to determine the highest scoring tender.

The tender receiving the highest Overall Score will be deemed to be the highest scoring tender. The Council reserves the right to award or not to award the contract to the highest scoring tender.

The 3 highest scoring overall bidders will be requested to do a short presentation (20 minutes plus 10 minutes for questions) on the following:

Please provide an overview of the service you offer (to include how you provide access, work with the community provider and how you safeguard and manage complex service users) and how do you feel your offer is different to other providers?

The presentation is scheduled for the 3rd November 2020.

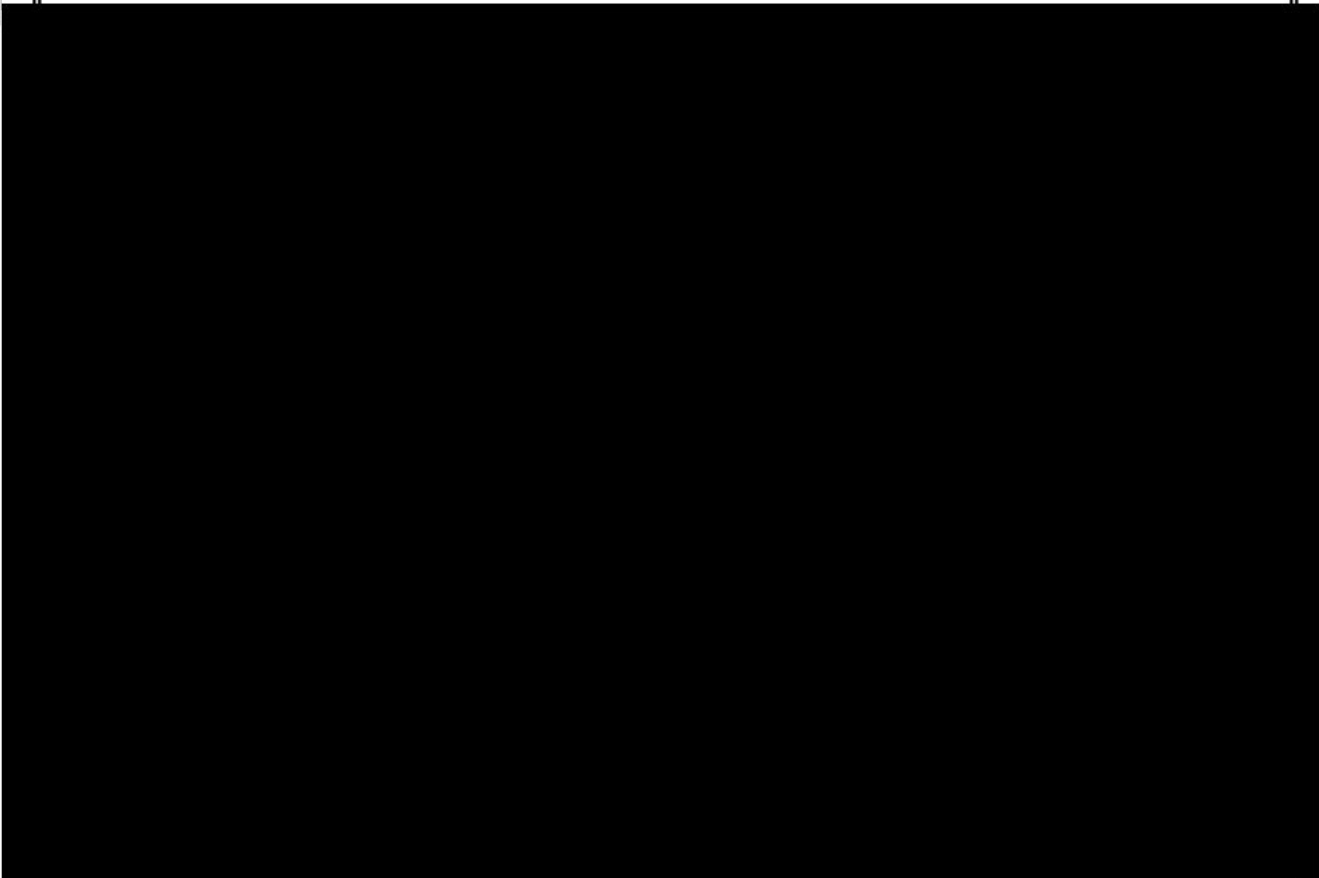
Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for the provision of Inpatient Medically Assisted Withdrawal Beds

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 inpatient medically assisted withdrawal beds at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.



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.

Section A:
3. Non – Collusive Tendering Certificate

Non-collusive Tendering Certificate

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

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

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

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

Section A:

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

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

No

If yes, please give details:

Name	Relationship

Please note:

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

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. All sub-contractors are required to complete Part 1 and Part 2¹.
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	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
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)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	
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?	
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.	

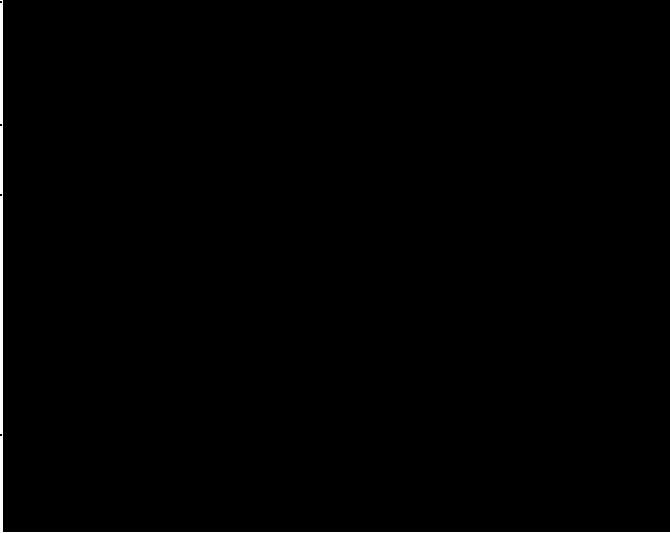
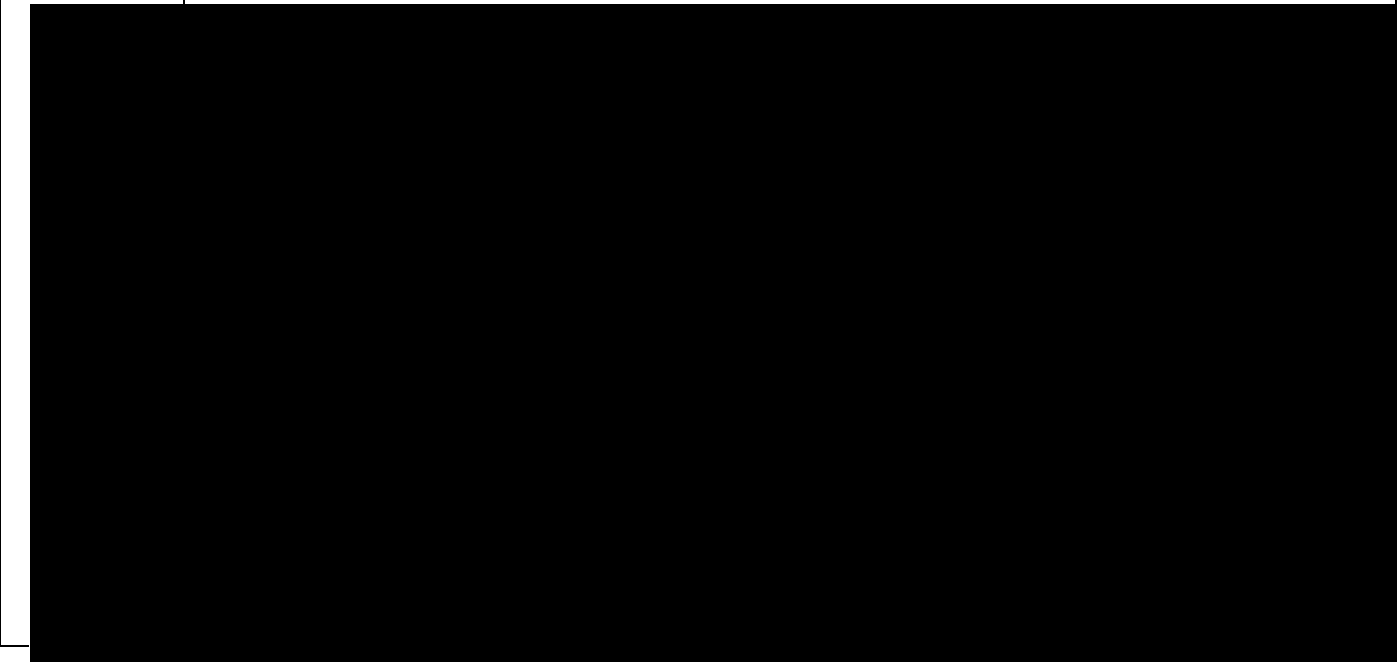
1.1(k)	Trading name(s) that will be used if successful in this procurement.
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)??
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)
1.1(o)	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)
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)

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.

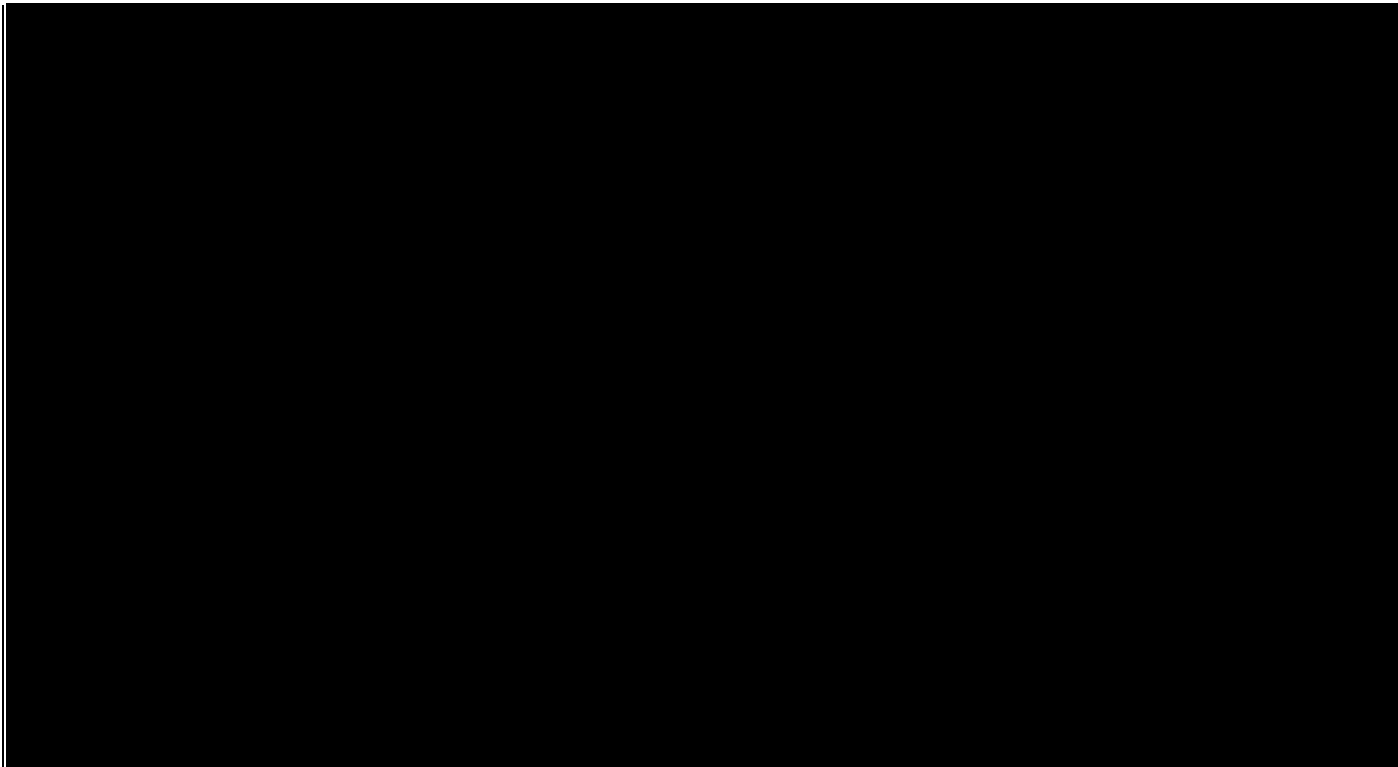
2 See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

3 UK companies, Societas 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?	
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?	
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.	
		





Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	



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.	
	Corruption.	
	Fraud.	
	Terrorist offences or offences linked to terrorist activities	
	Money laundering or terrorist financing	
	Child labour and other forms of trafficking in human beings	
2.1(b)	<p>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.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to	



	demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)
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?
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.
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
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

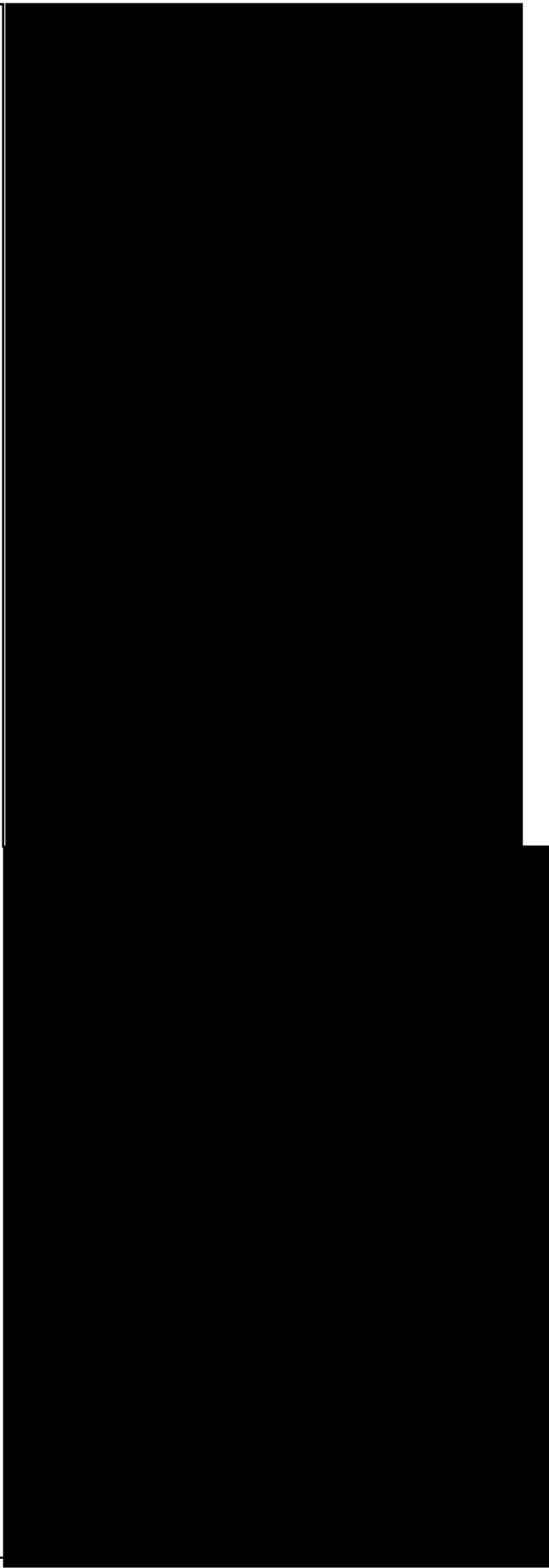
outside the EU (if such transfers will take place);

- 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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		[Redacted]	
2.5	You must be compliant with the NHS DSPT Toolkit Standards. Please confirm that you are compliant		[Redacted]

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



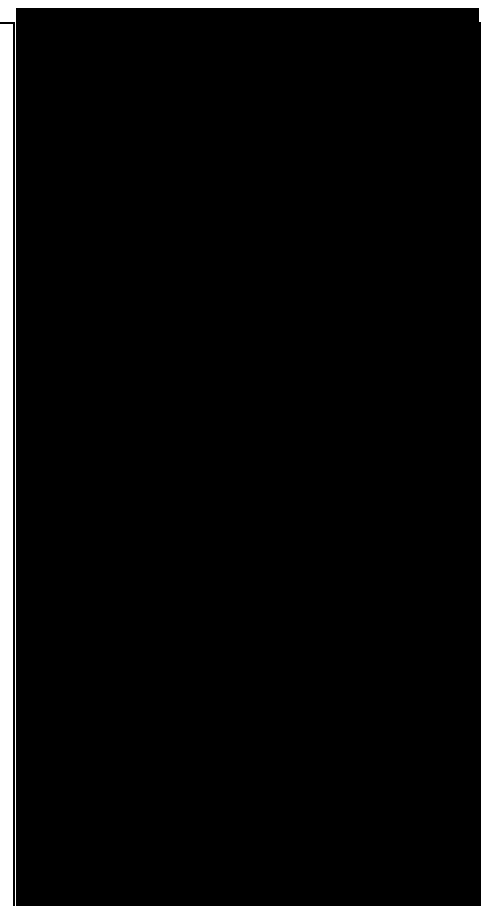
Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate 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?	
3.1(b)	Breach of social obligations?	
3.1(c)	Breach of labour law obligations?	
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?	
3.1(e)	Guilty of grave professional misconduct?	



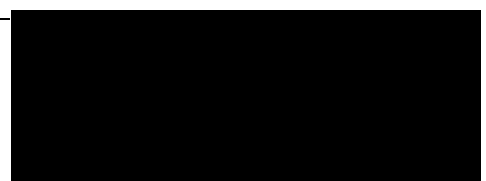
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?
3.1(h)	Been involved in the preparation of the procurement procedure?
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?



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.
3.1(j) - (ii)	The organisation has withheld such information.
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.
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.



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
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Section 4	Economic and Financial Standing
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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.	
	(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.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	
	(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).	
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.	

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?	
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	


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>	

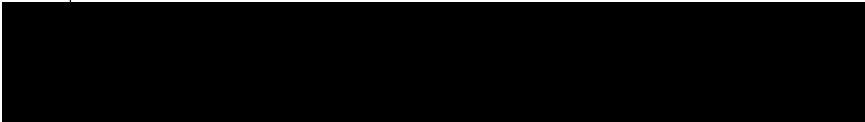
	<p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly 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>
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	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</p>
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	or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)
	

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

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?
	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?

8. Additional Questions

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

Section 8	Additional Questions
8.1	Insurance
	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Public Liability Level of cover providing a minimum indemnity of £5,000,000 (Five Million pounds for each and every event- Yes



	<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 – 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)?
2.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>
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?

8.3 – 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)?</p> <p>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>	<input type="checkbox"/> No
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	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.	
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?	

8.4 – Health & Safety

1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	
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>	
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?	

8.5 Safeguarding of adults and children

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

1	<p>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</p> <p>“Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (July 2018)” 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>All organisations who work with adults with care and support needs that are residents of Shropshire have a statutory duty to safeguard adults as prescribed in the Care Act 2014 and outlined in the Care and Support Statutory Guidance 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</p>	
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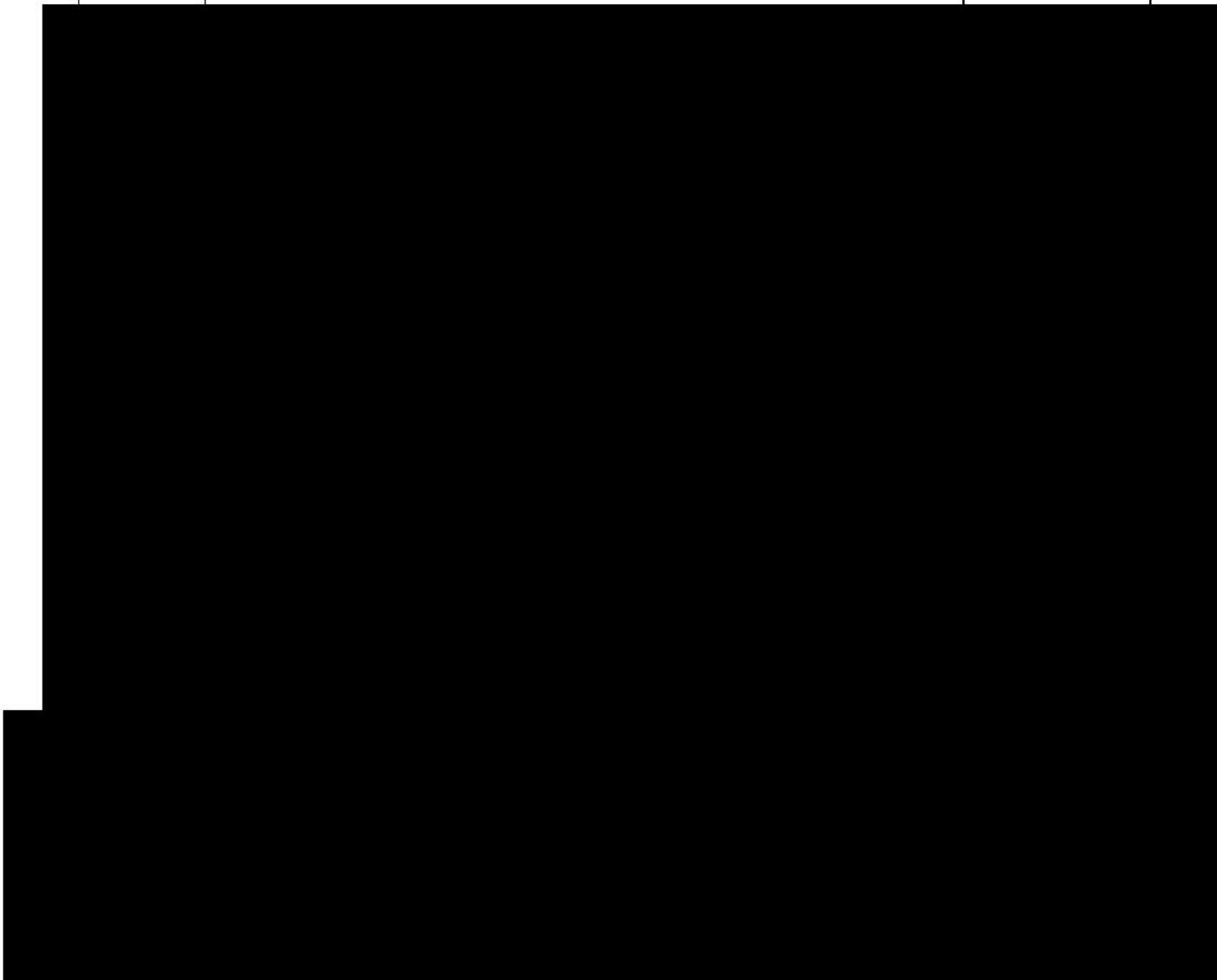
2	Do you have a Safeguarding Policy or statement for safeguarding children? Do you have a Safeguarding Policy or statement for safeguarding adults?	
3	For information: our requests for references will include a question relating to your organisation's record for safeguarding.	
4	<p>As a contractor providing 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</p>	



SECTION C – TENDER SCHEDULE

<p>1</p>	<p>Pricing Schedule Bidders are required to provide their block and spot contract price for years 1-3 by providing their unit price per occupied bed day for each year.</p> <p>Prices should be provided for each year of the 3 year contract. There will not be a price review during the first 3 years of the contract.</p> <p>All prices should be quoted net of VAT.</p> <p>Please complete the 'Finance Schedule' workbook, following the instructions in the workbook.</p> <p>Marks will be awarded as follows: 1. Element 1 – block purchase. The most competitively priced tender will receive the maximum mark for Element 1 being 200. 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. 2. Element 2 – spot purchase. The most competitively priced tender will receive the maximum mark for price being 100. 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.</p>	<p>30%</p>
<p>1.1</p>	<p>In the Finance Schedule please provide the Block purchase total contract value over the first 3 years of the contract for the block purchase of 252 bed-days per annum.</p>	<p>20% / 200 marks</p>
<p>1.2</p>	<p>In the Finance Schedule please provide the average price of a spot-purchased bed-day over the first 3 years of the contract</p>	<p>10% / 100 marks</p>

2	Tender Specification	
2.1	Service Delivery	Total for this Section 20%
2.1.1	Please provide details of your experience of delivering inpatient assisted withdrawal including the ethos and principles that underpin the service (max 500 words) Response	3% / 30 max marks



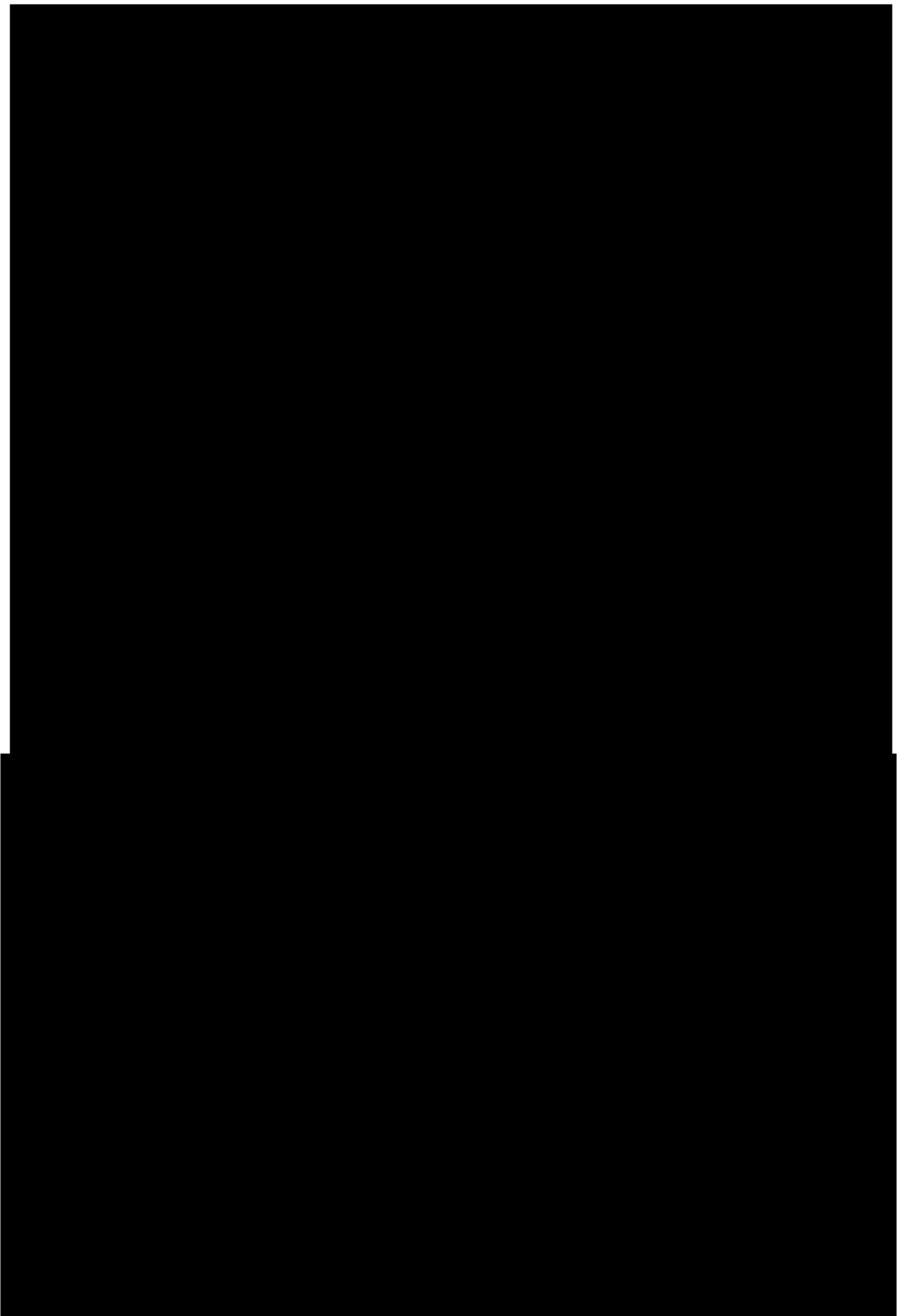


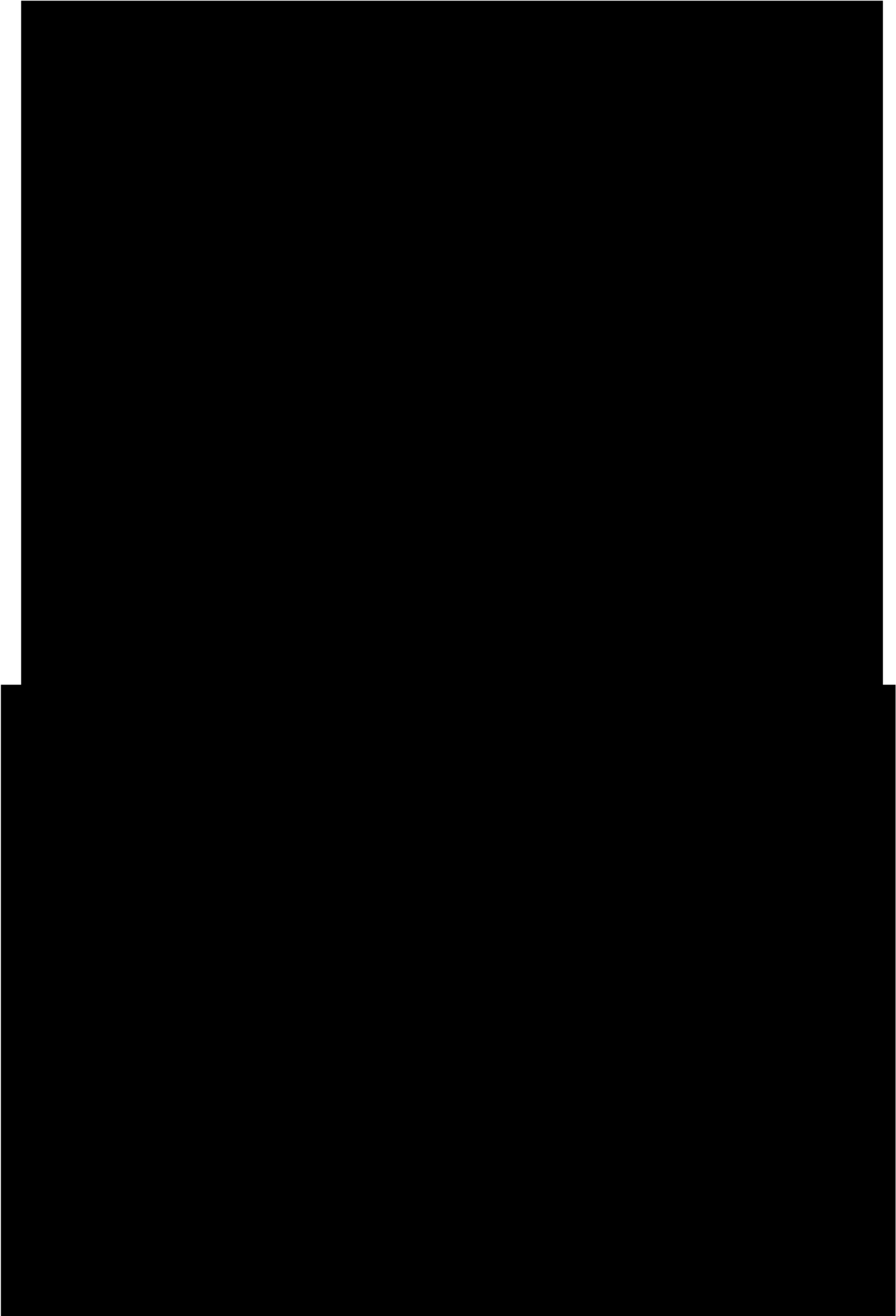
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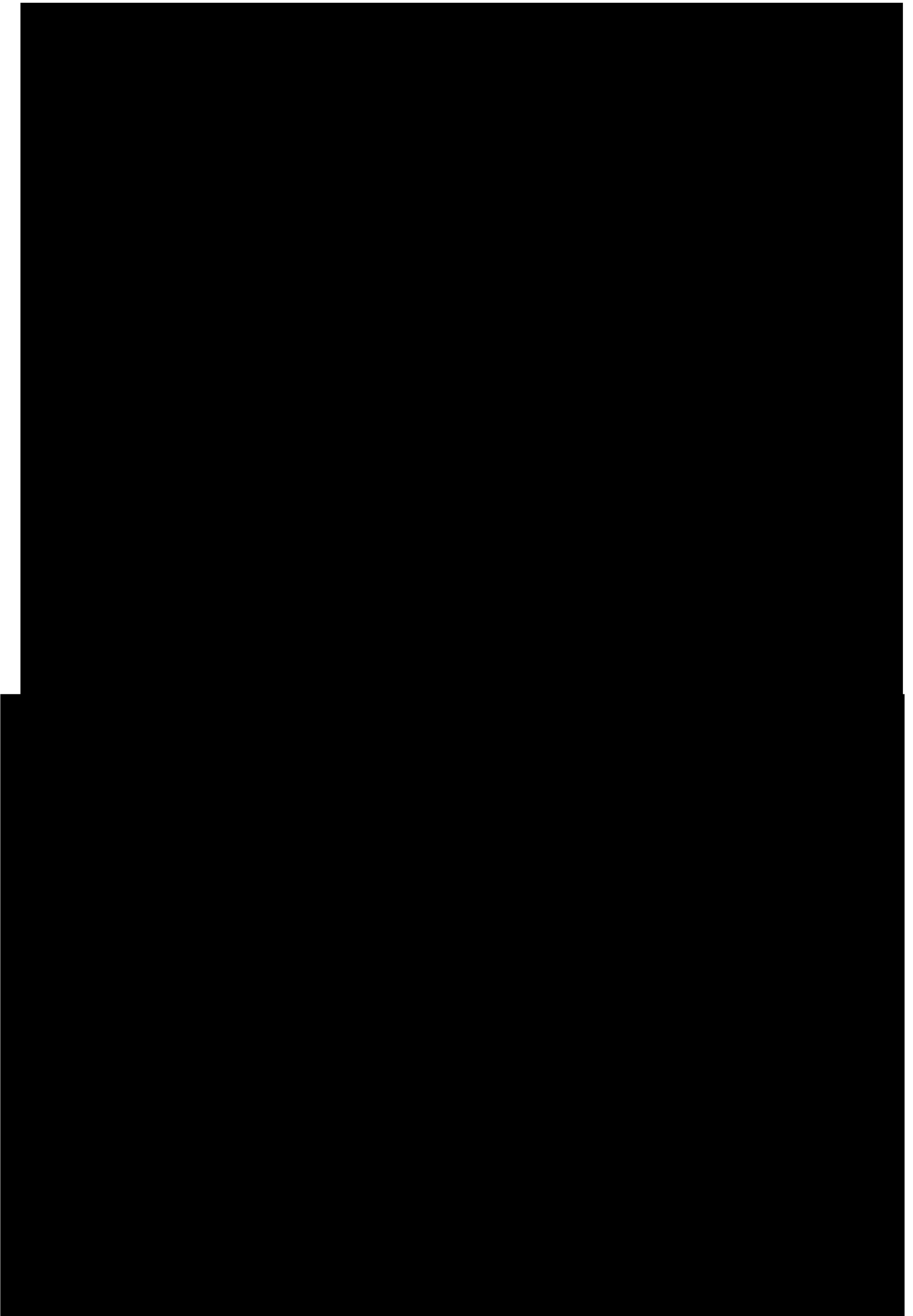


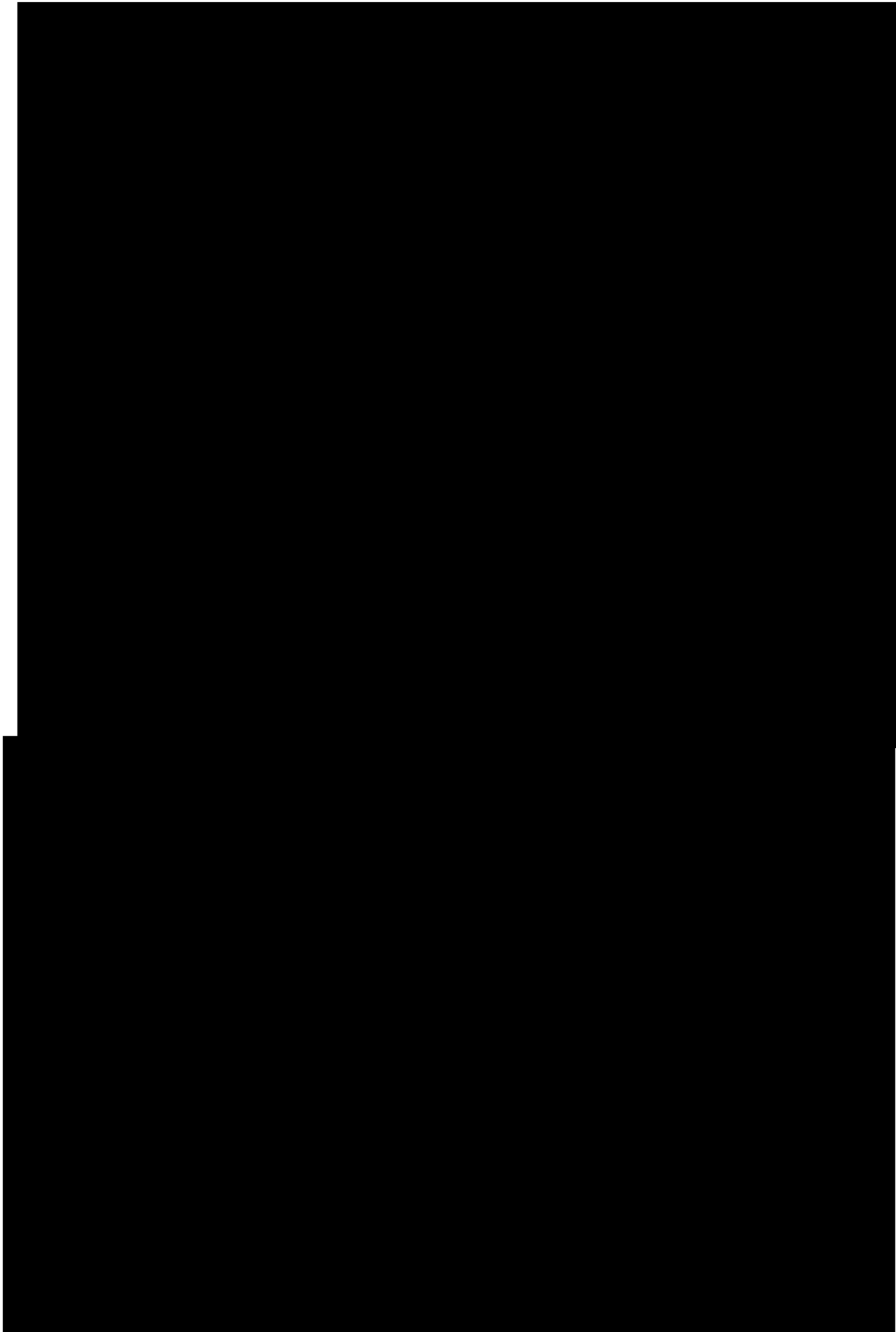


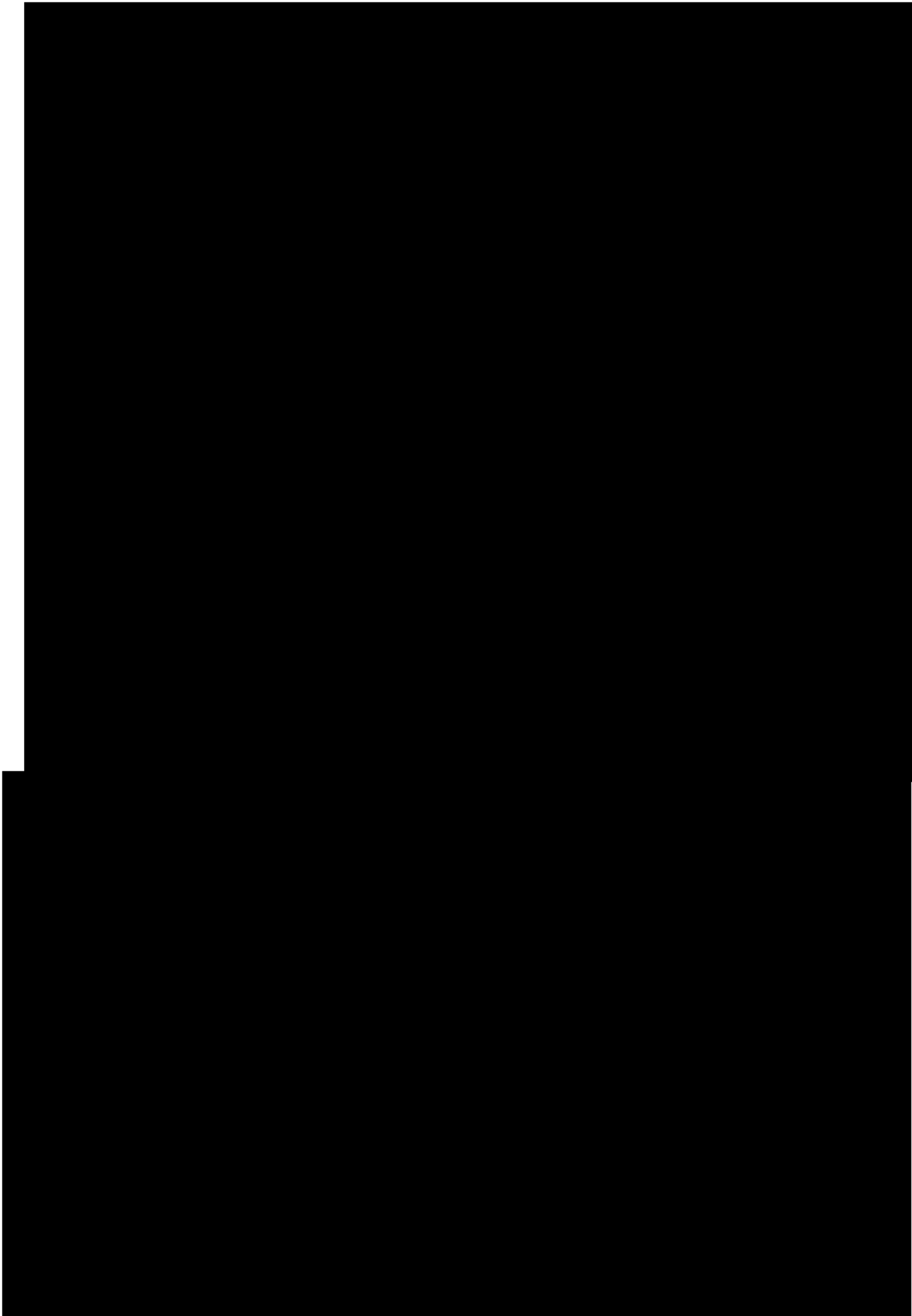


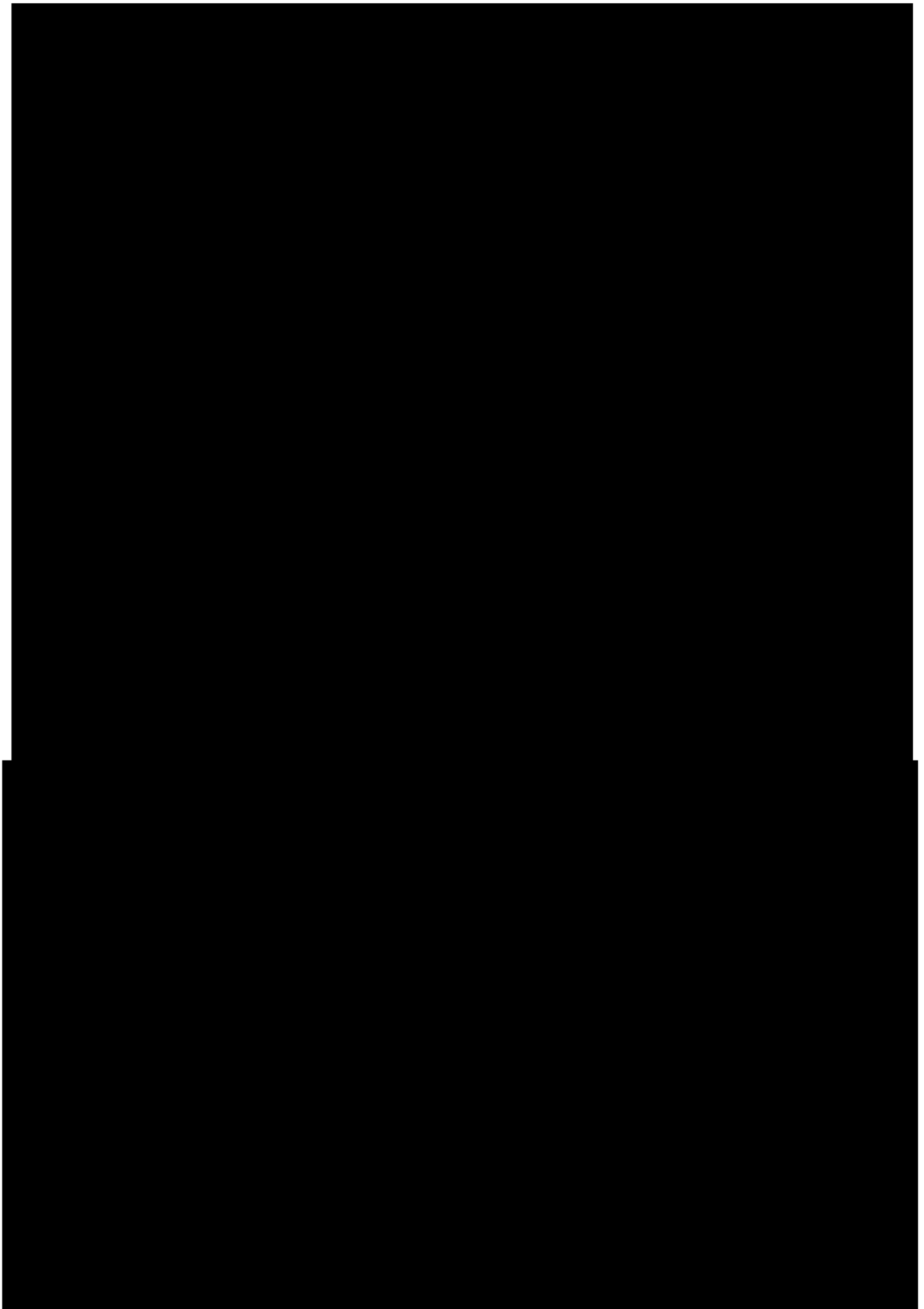


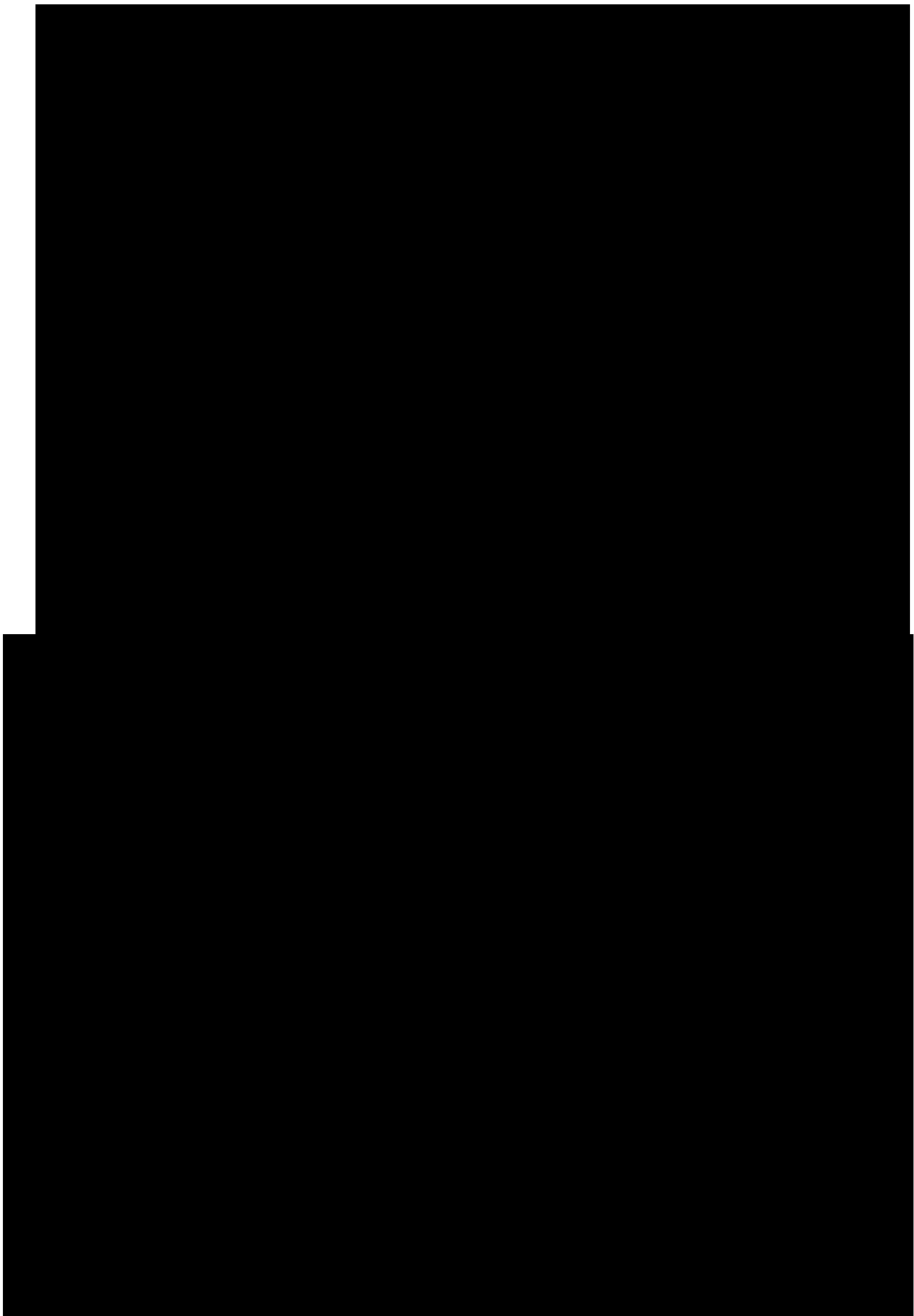






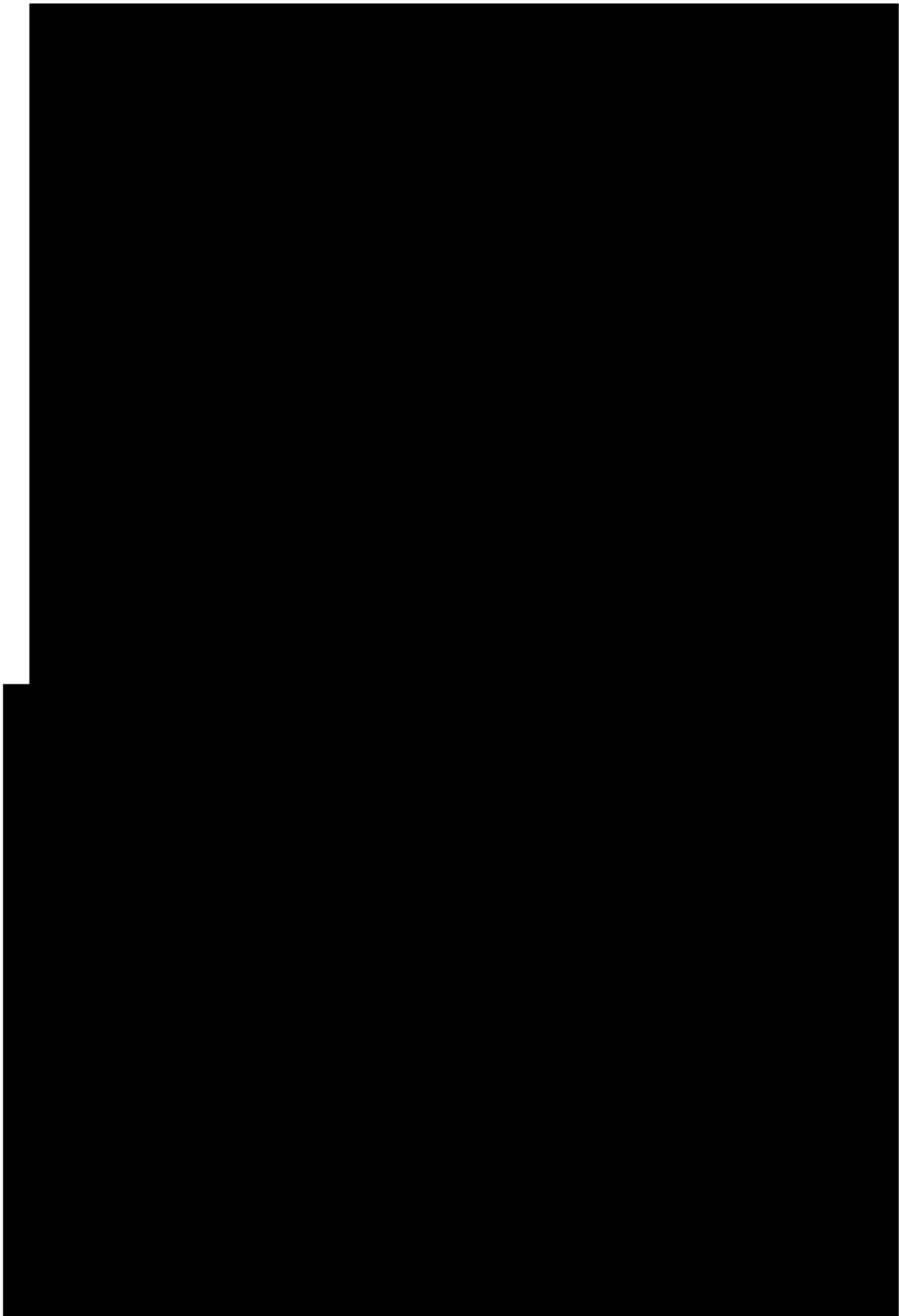






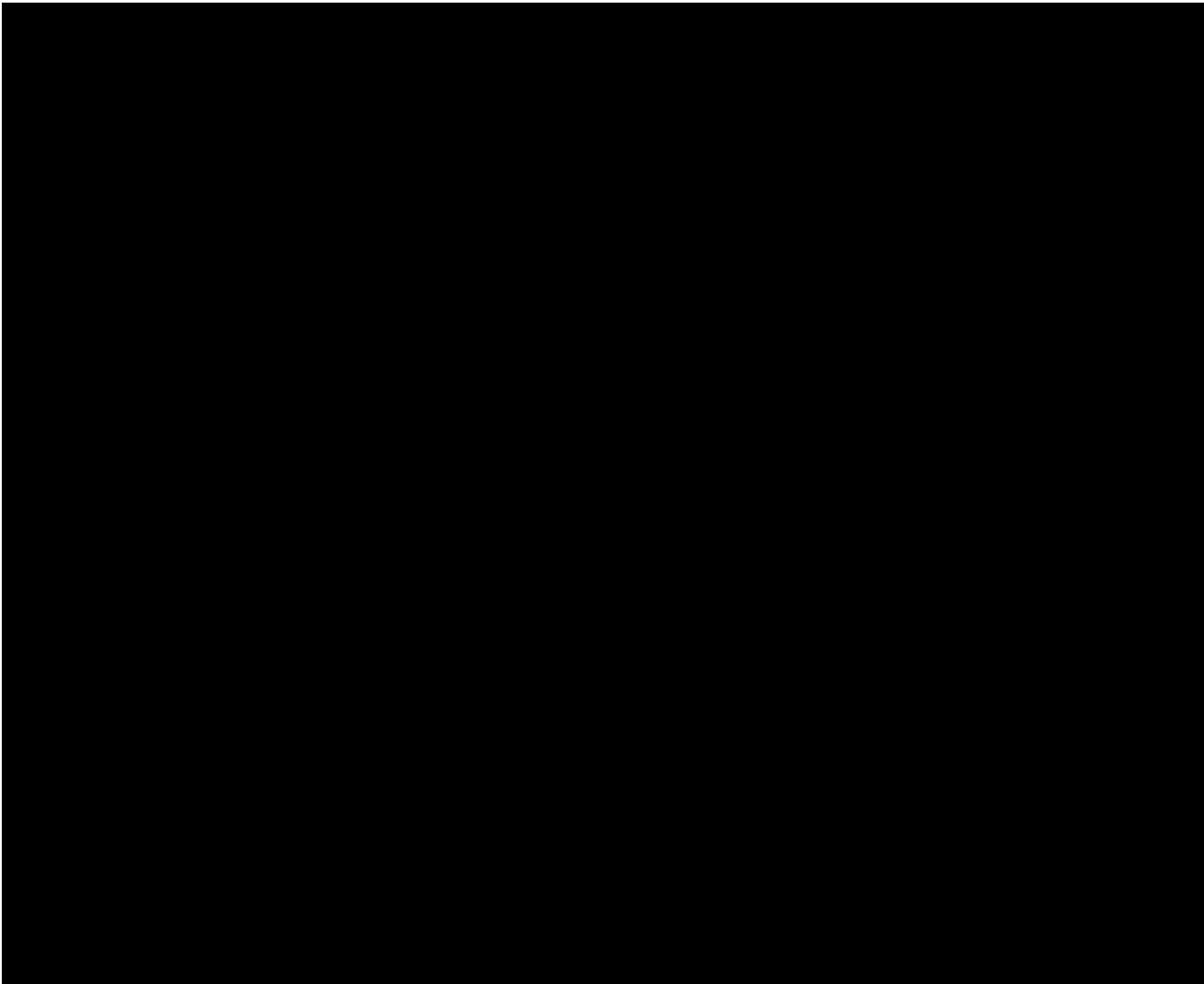
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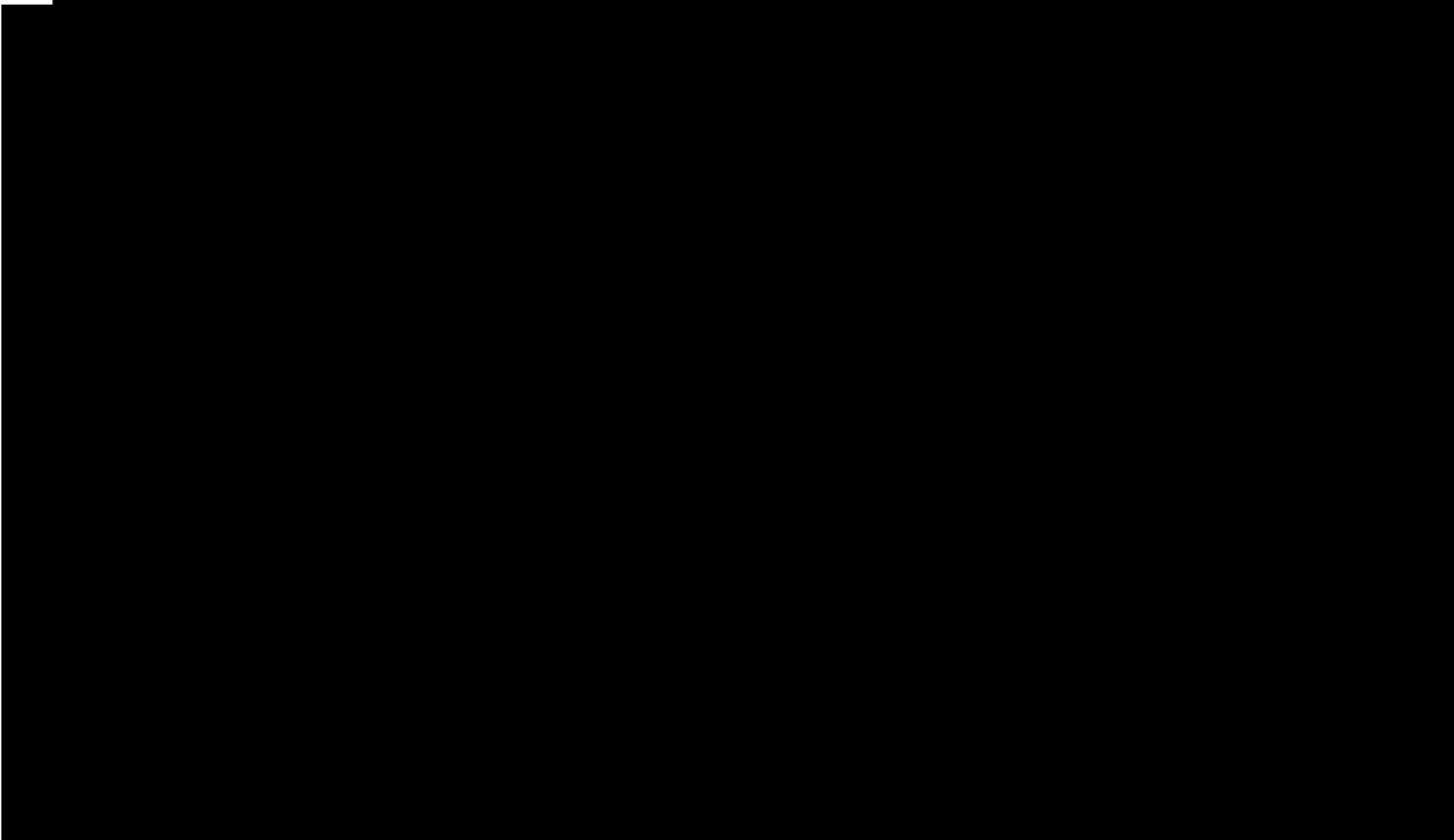
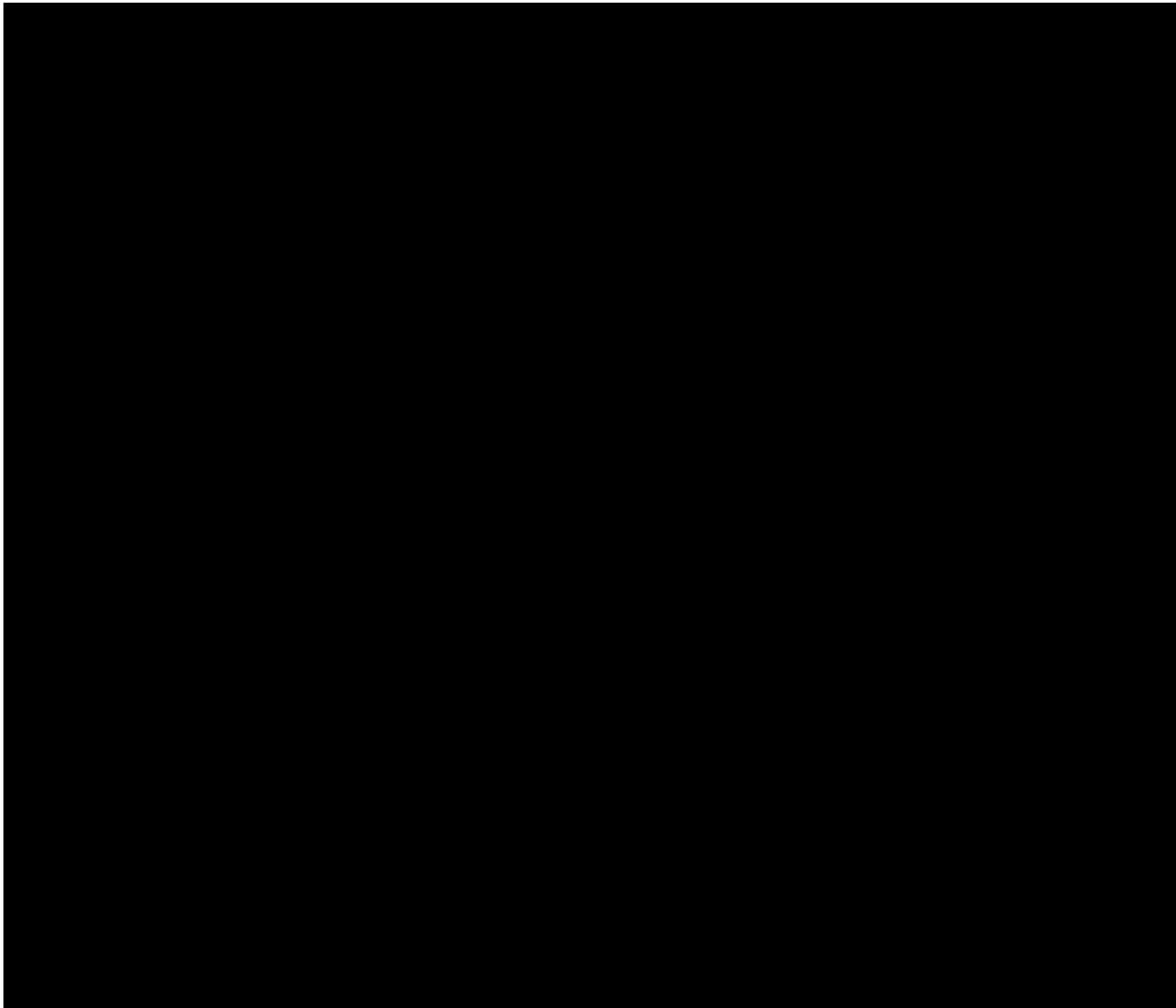
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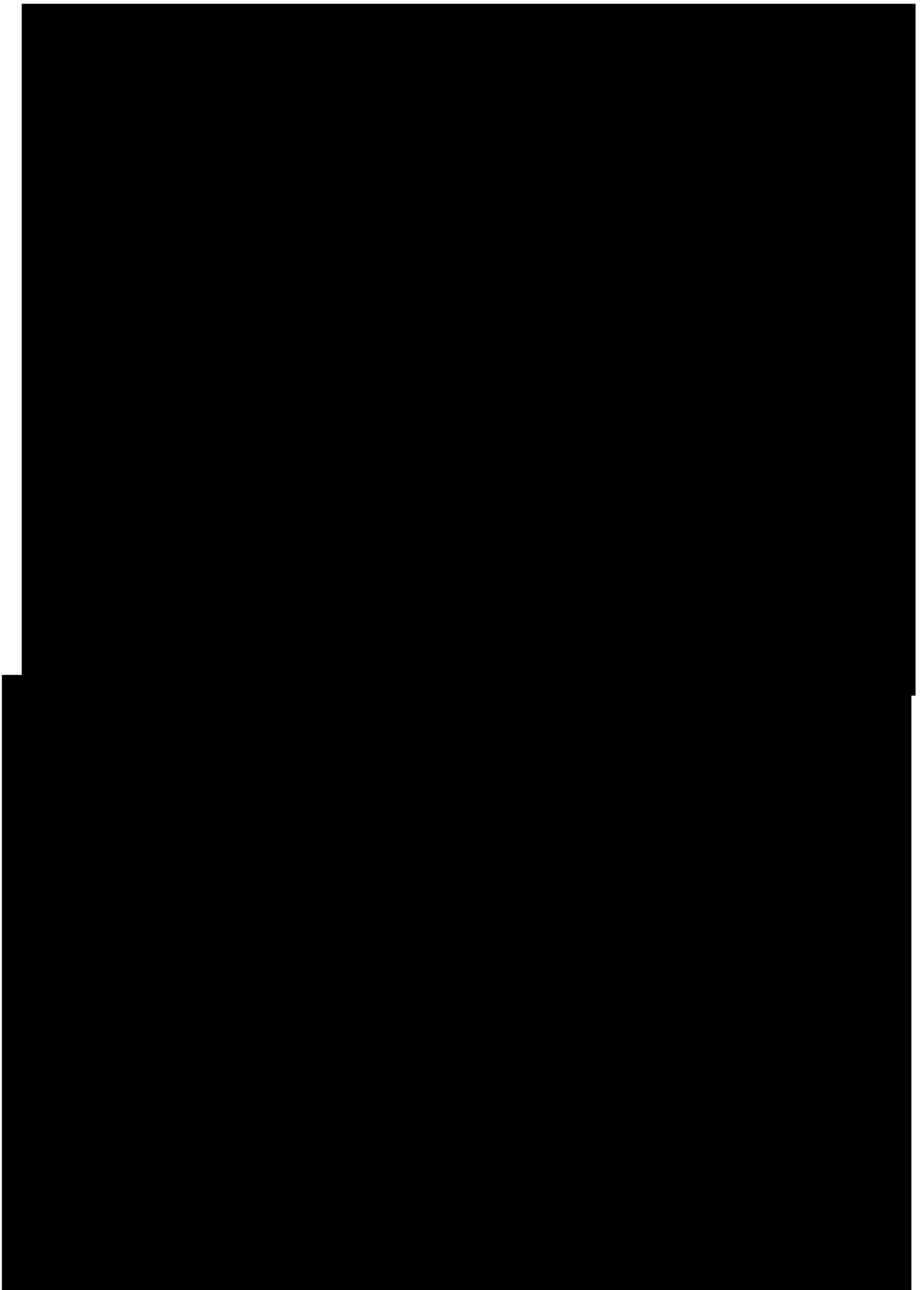


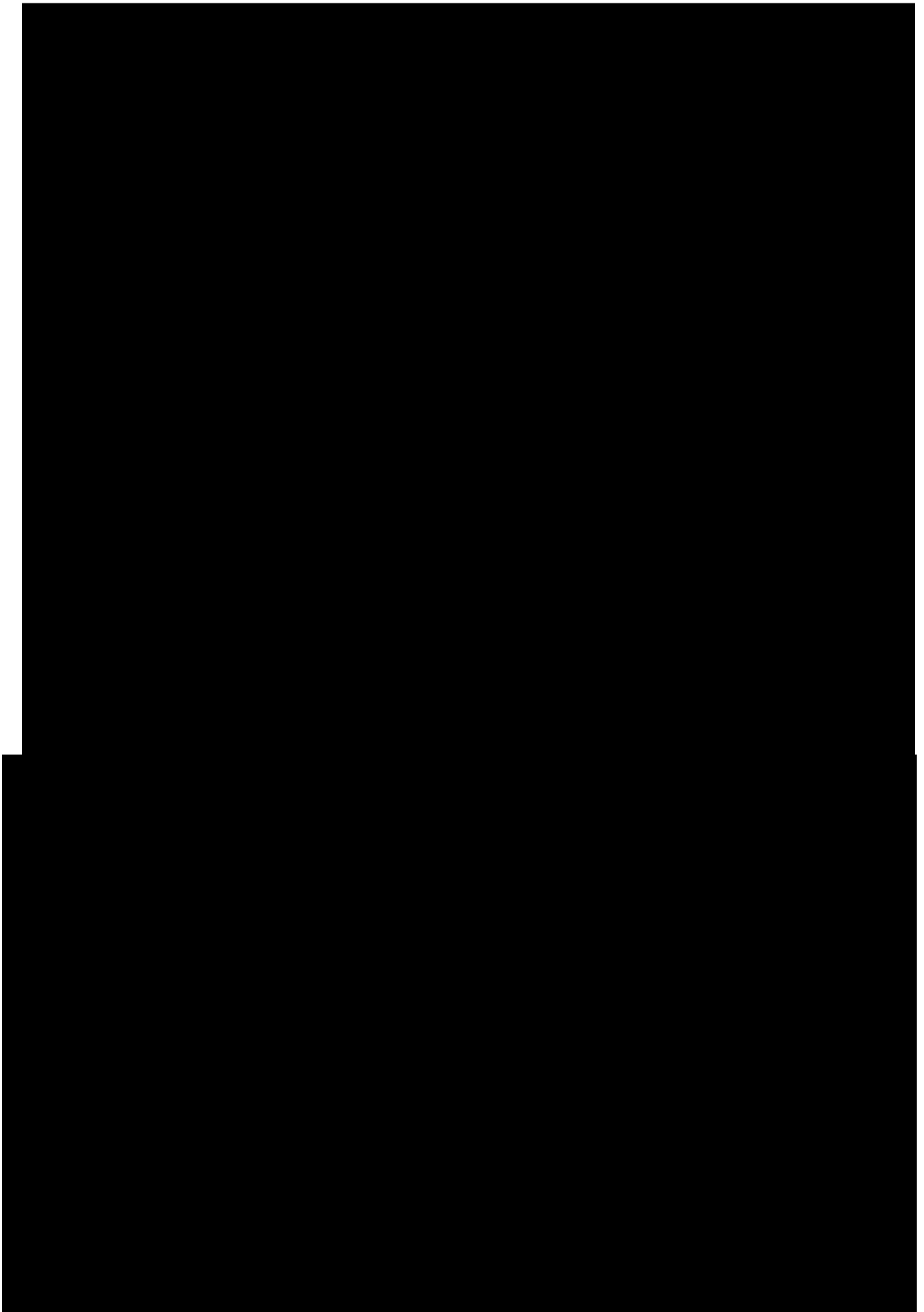
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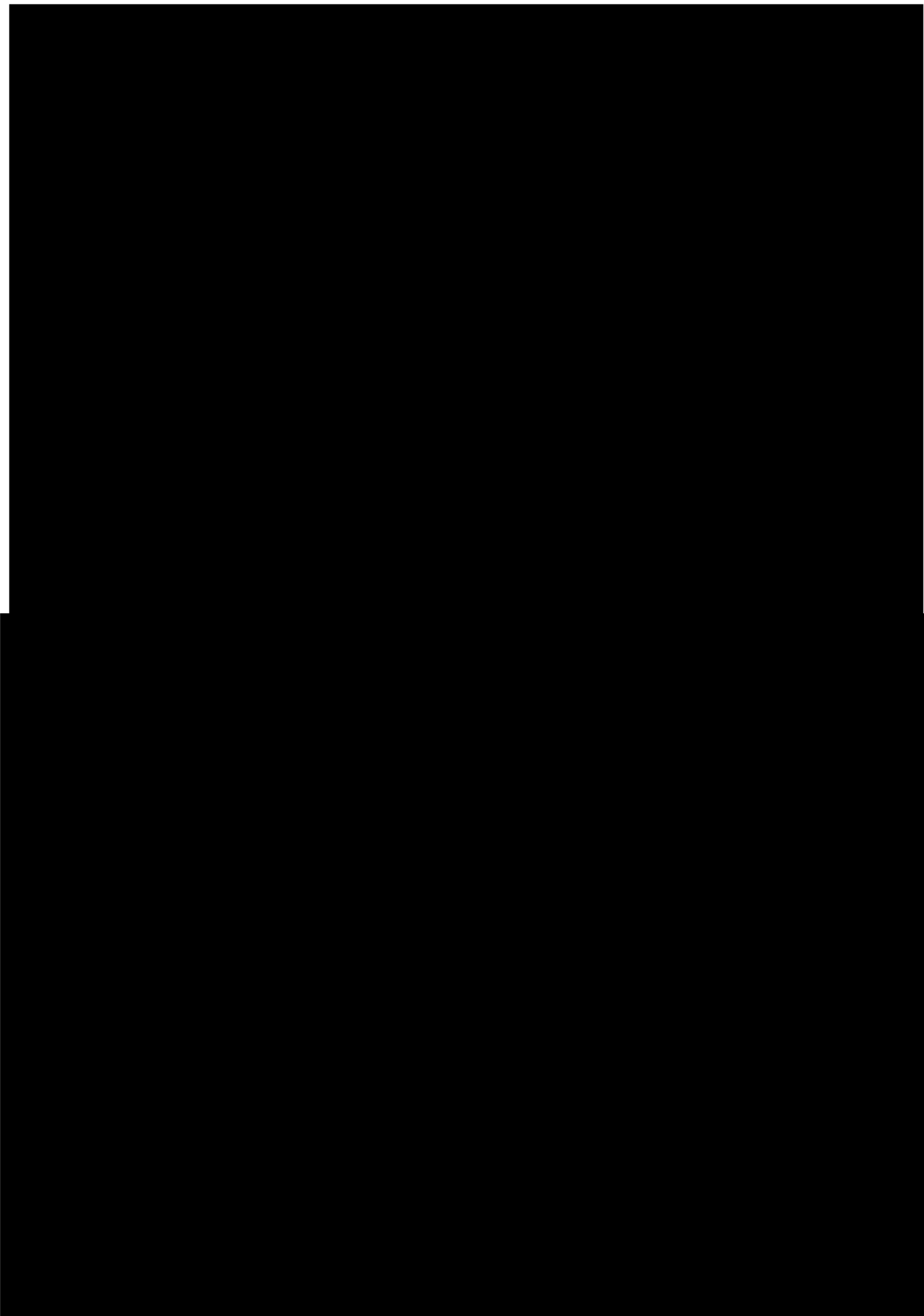
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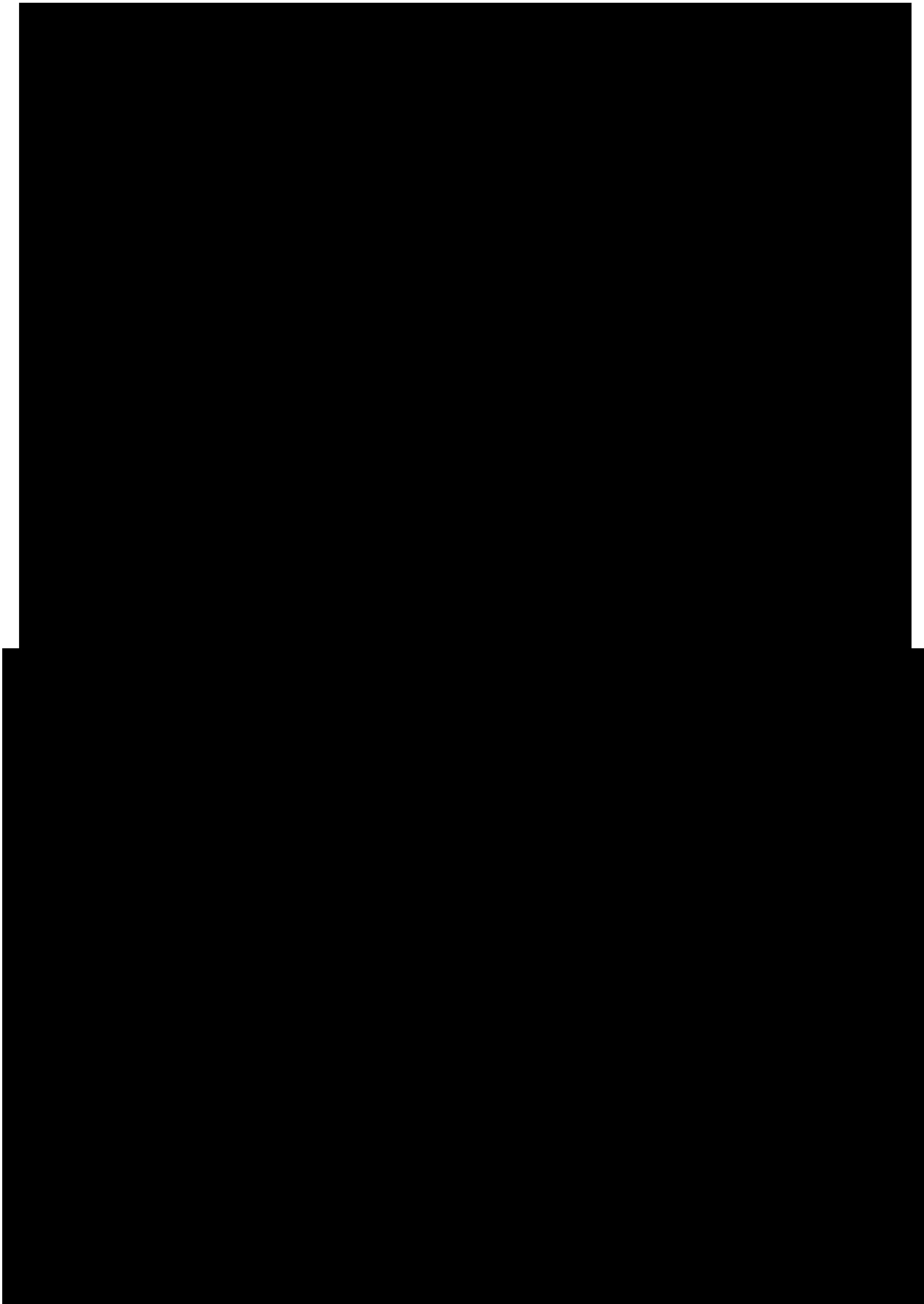


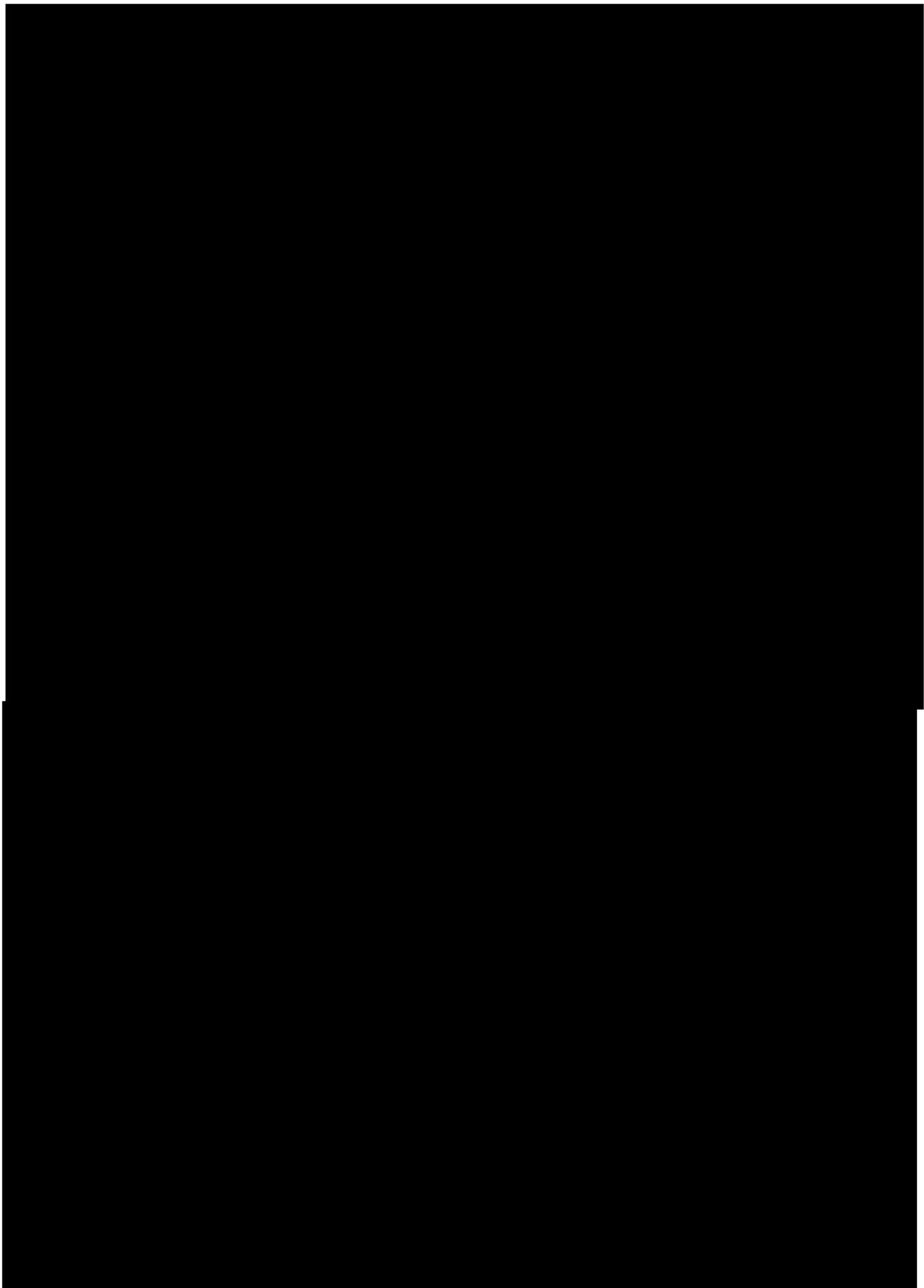




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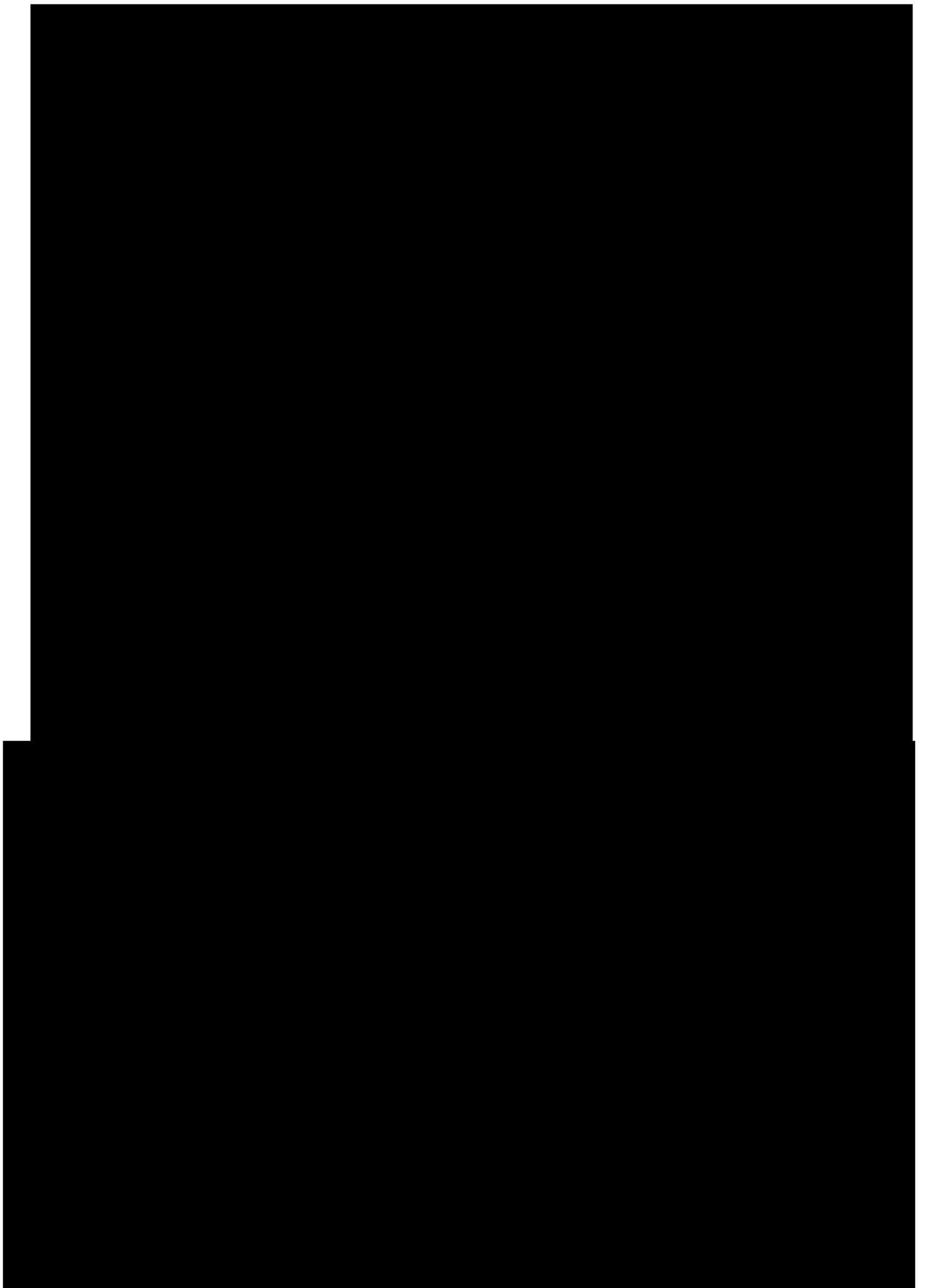


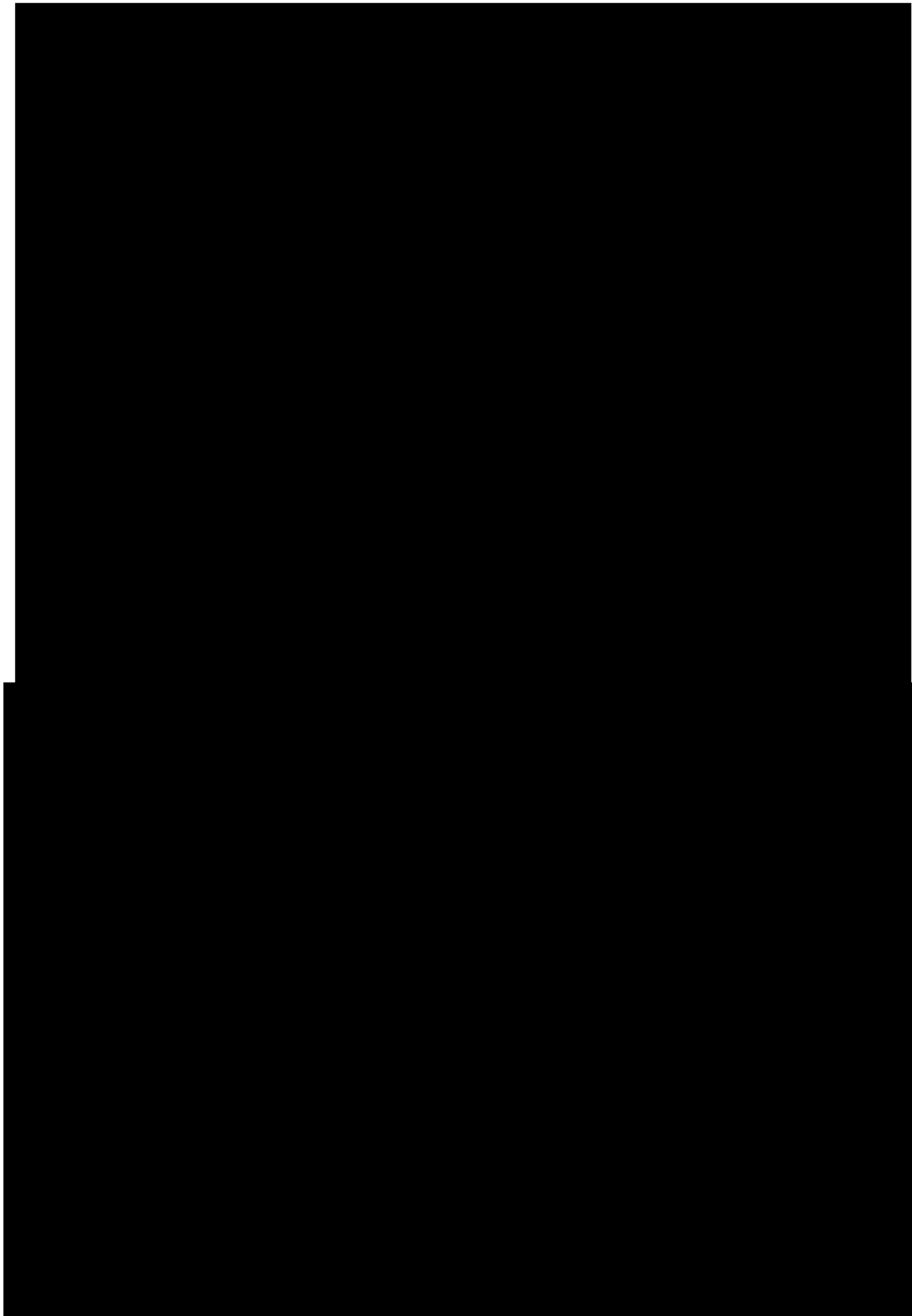
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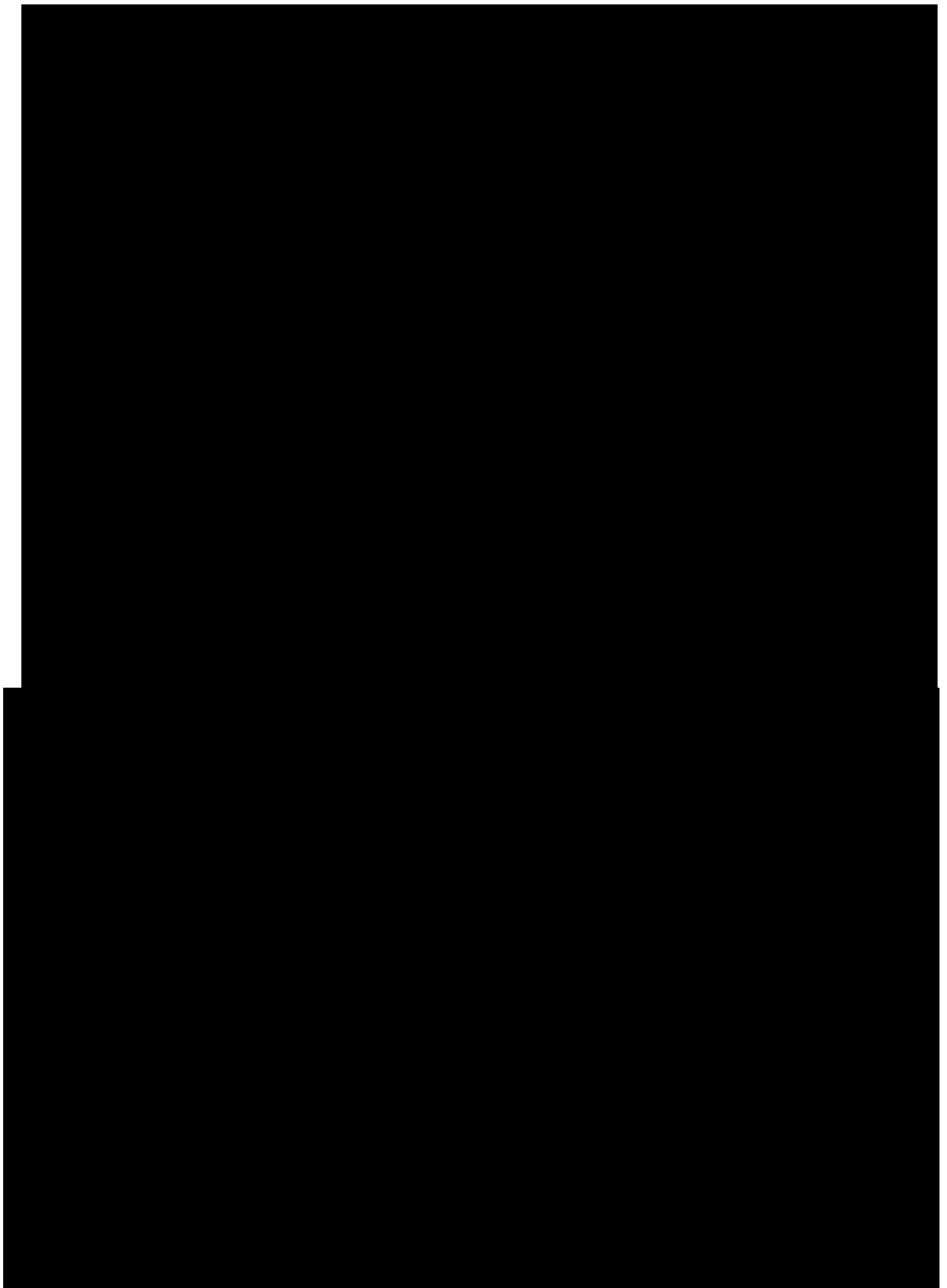
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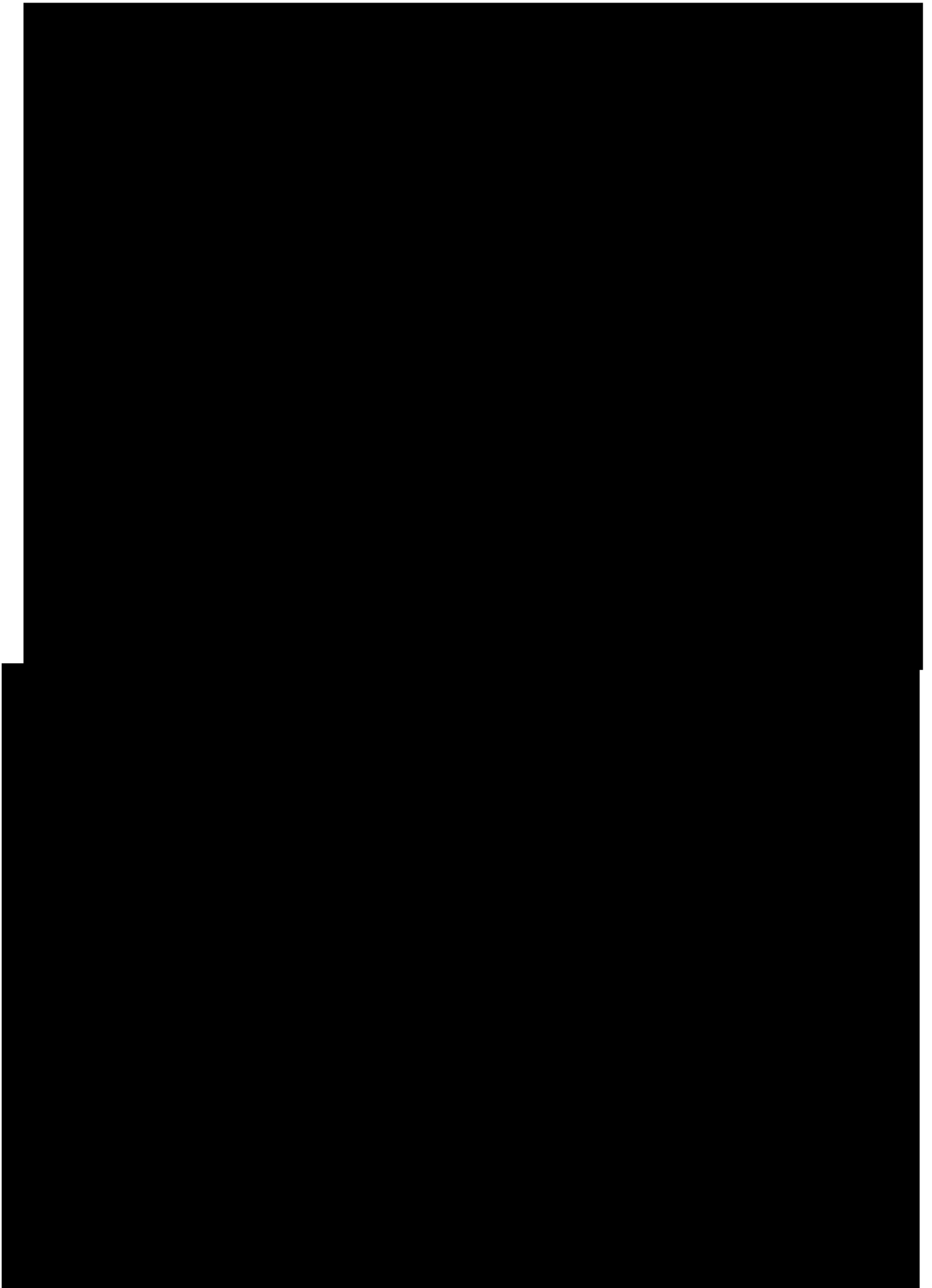
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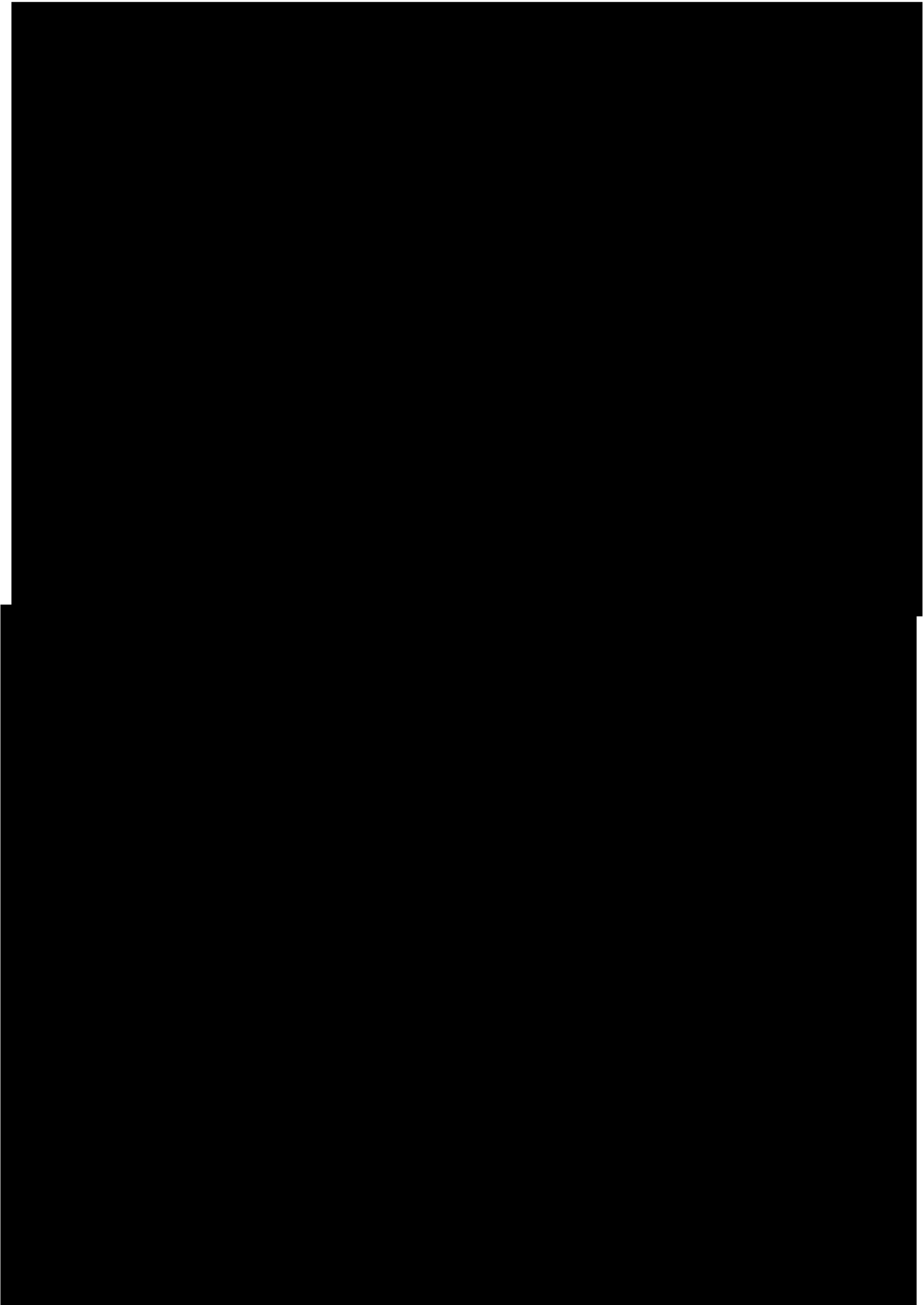


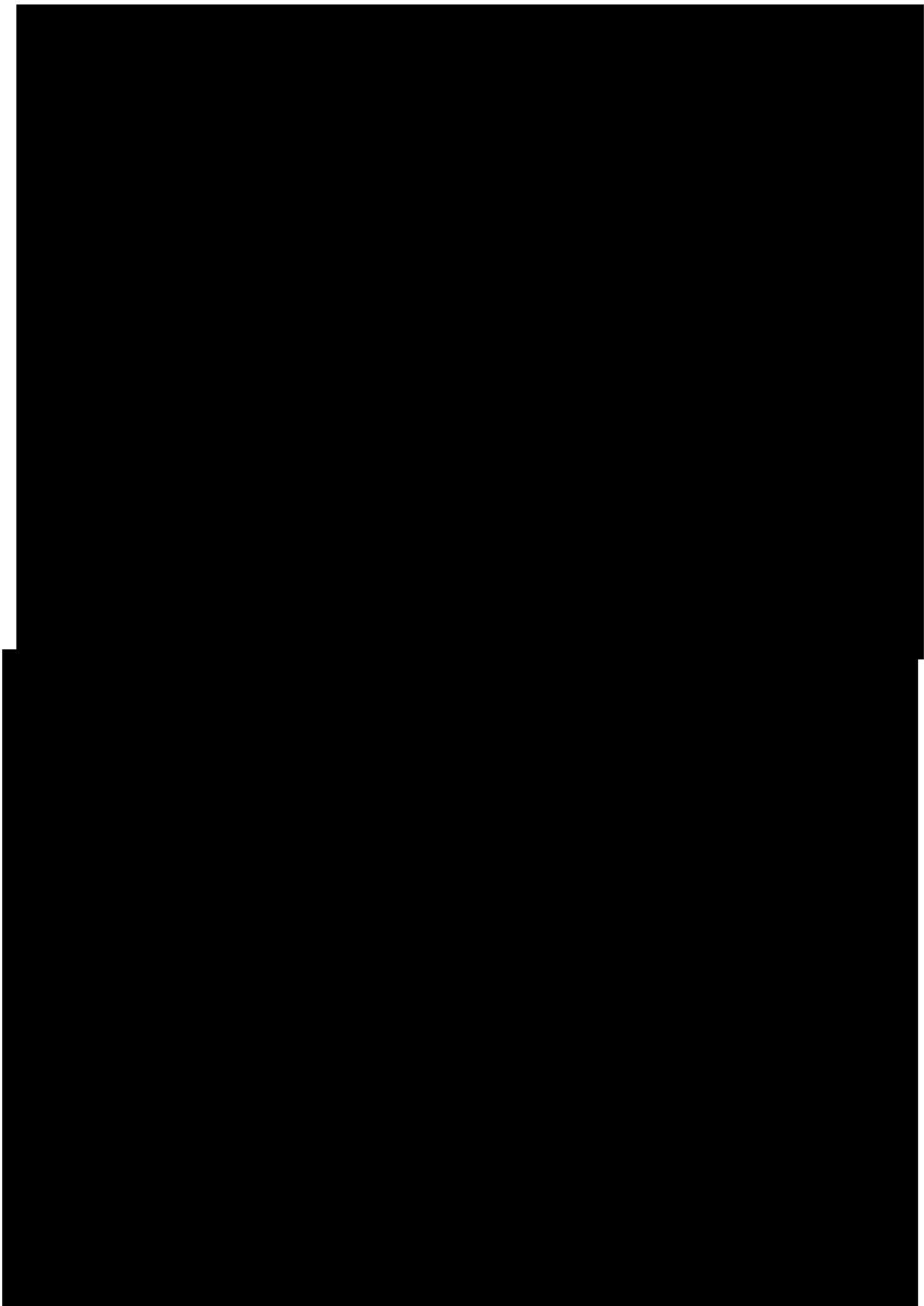


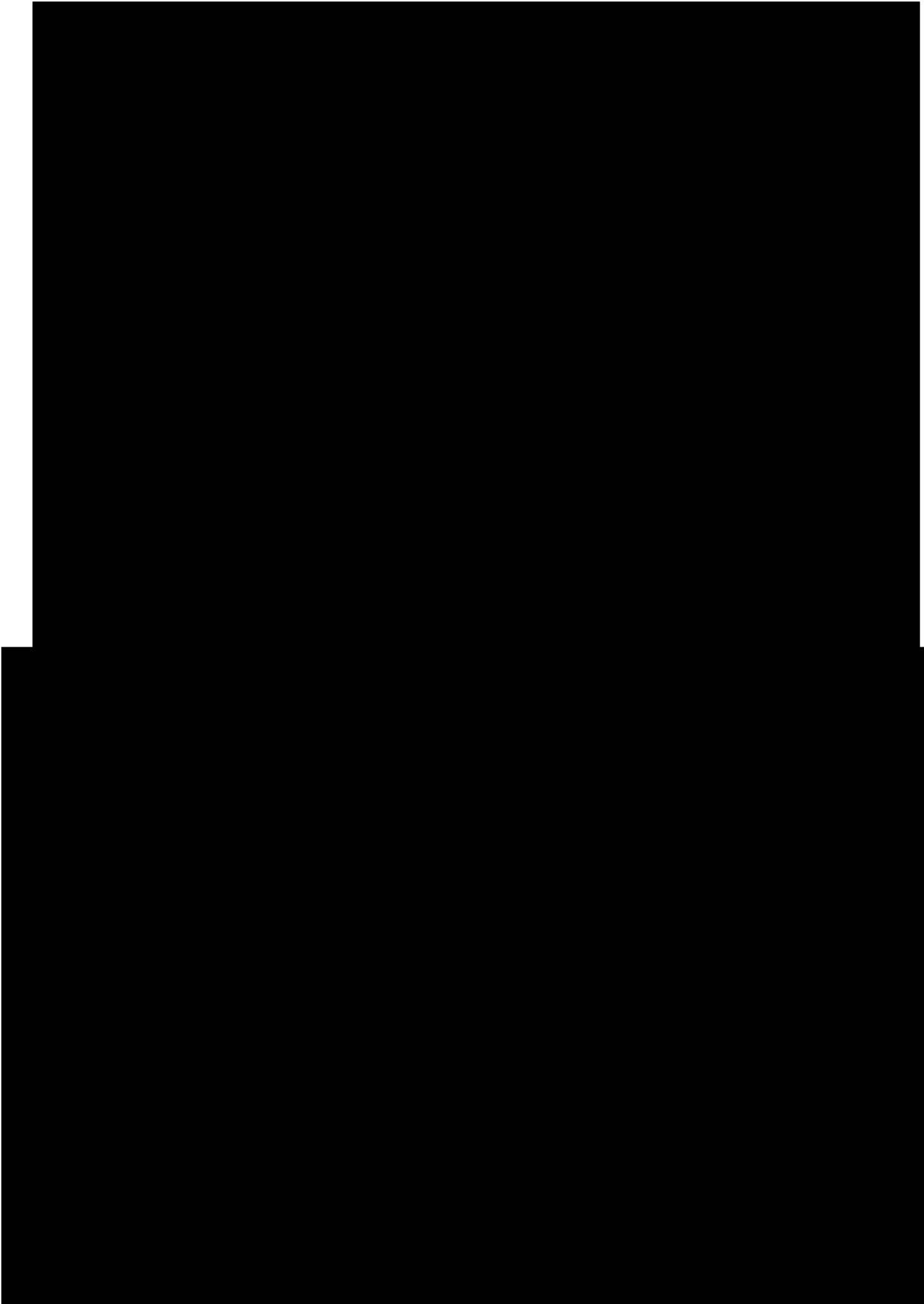


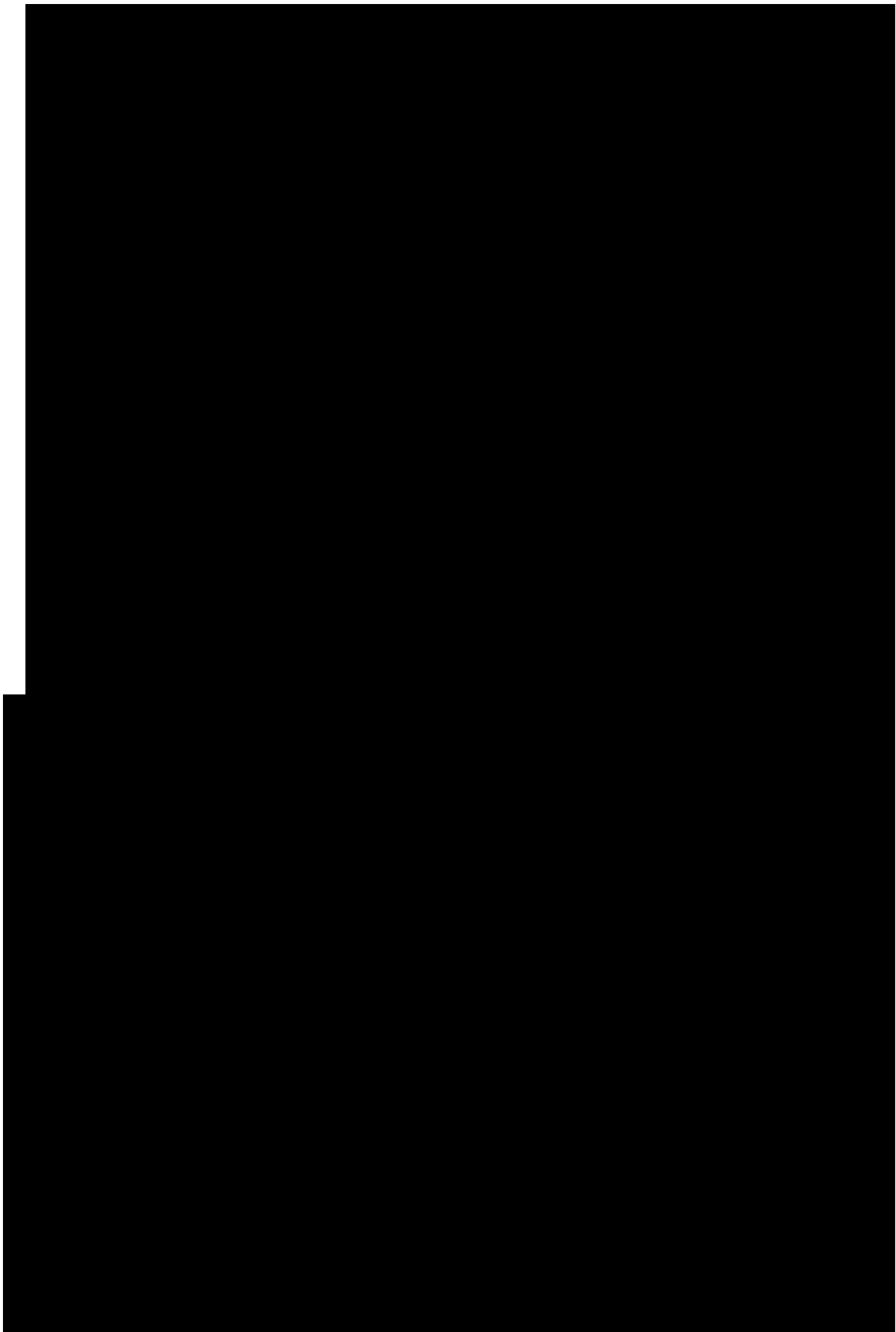


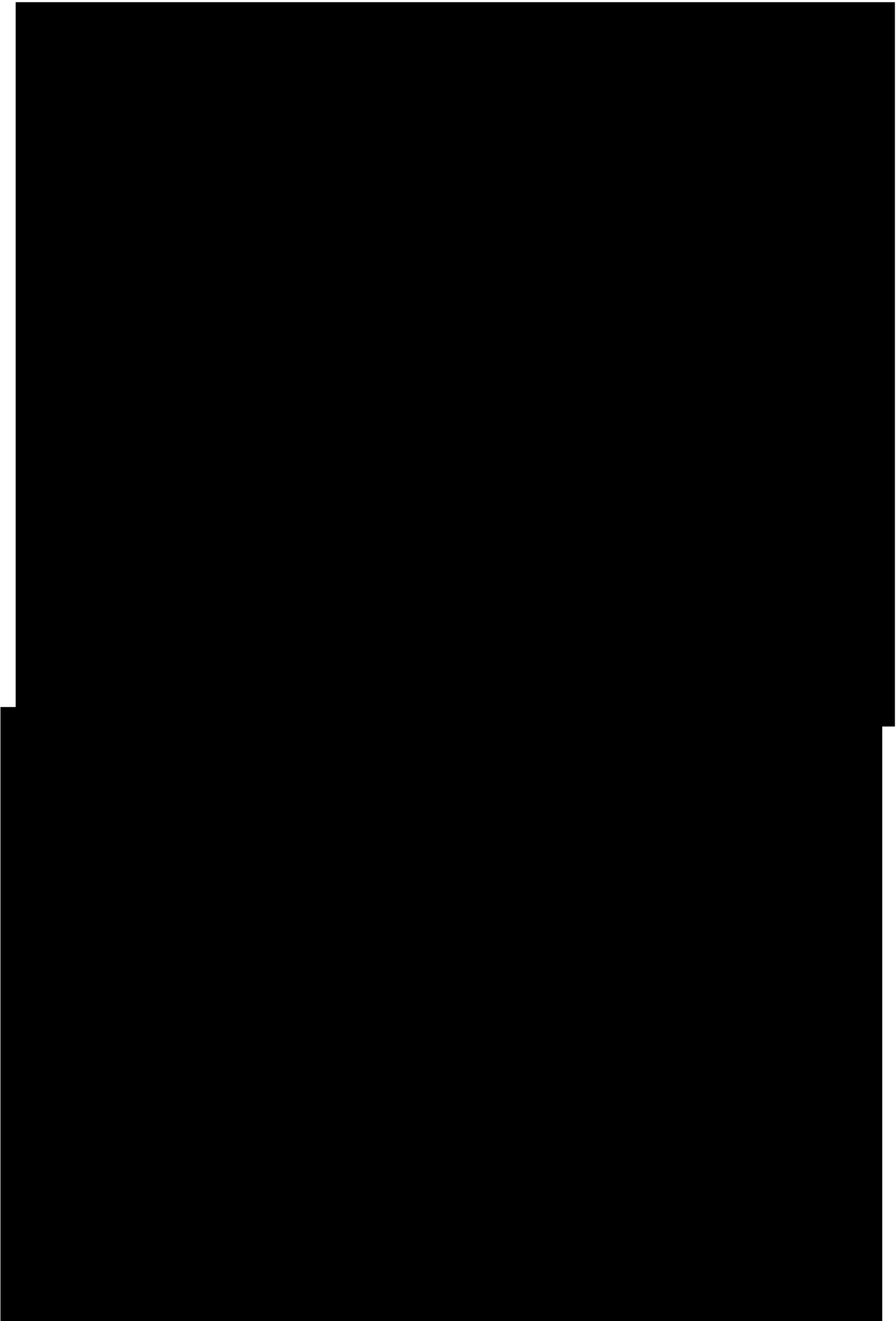


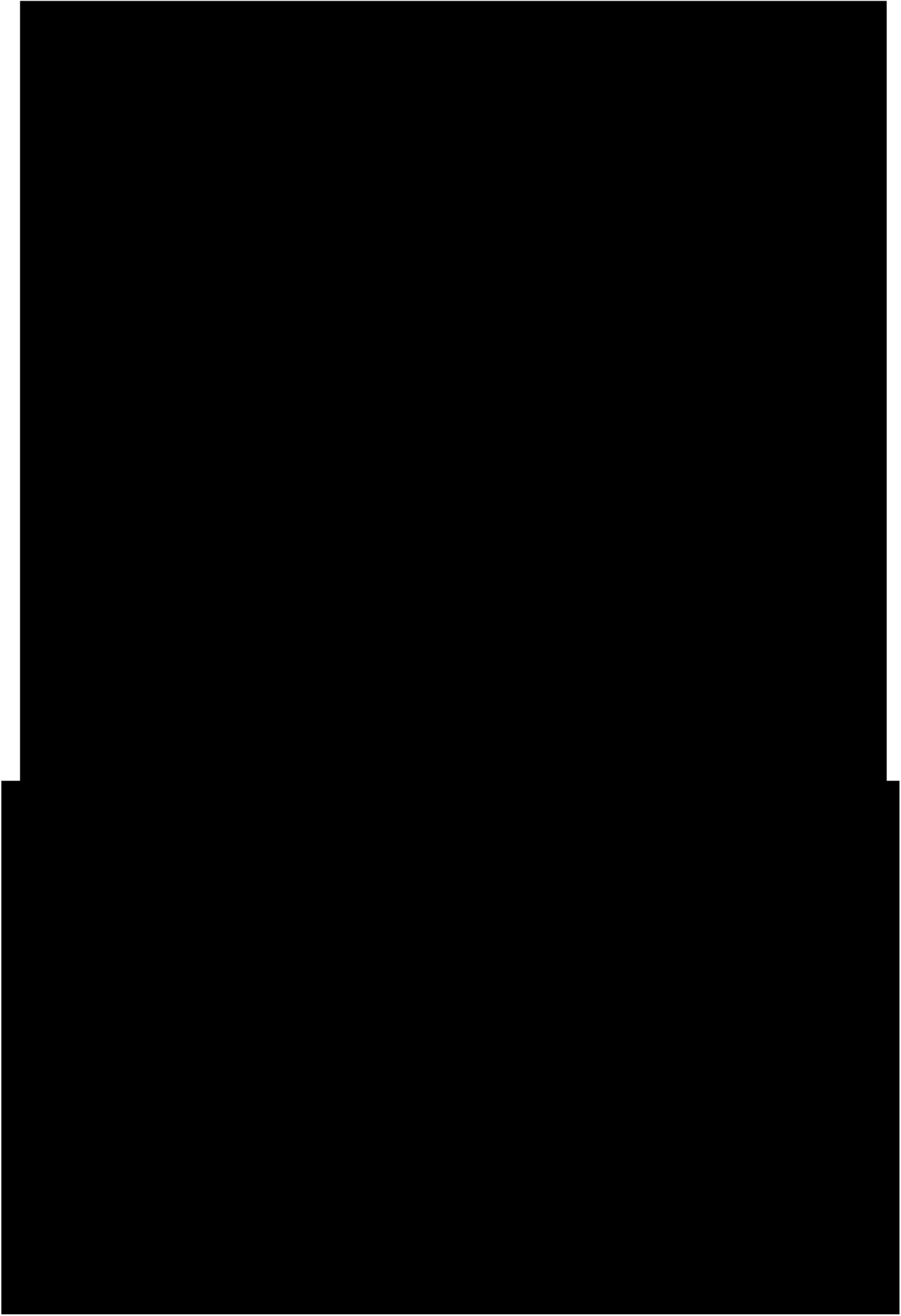






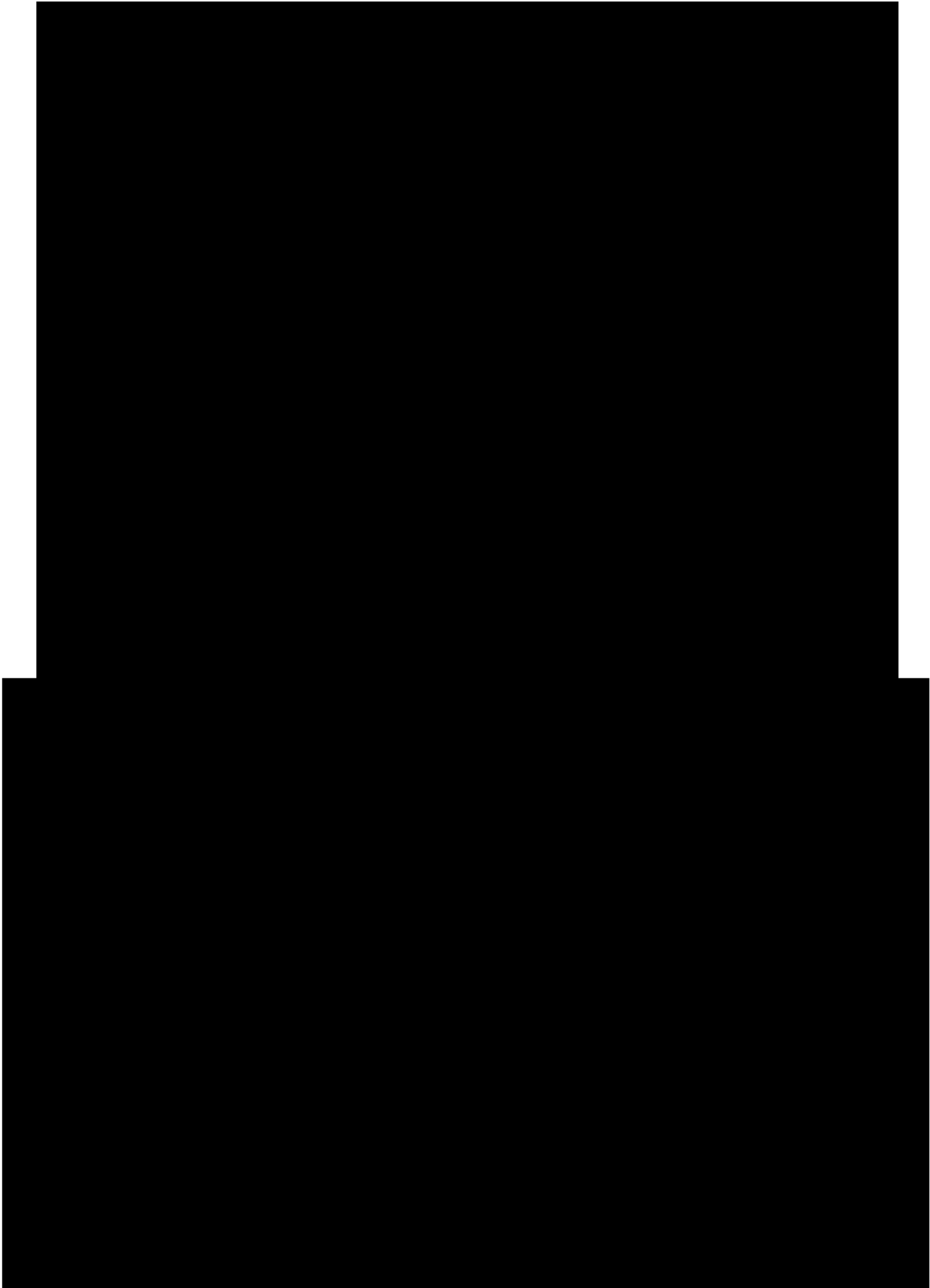


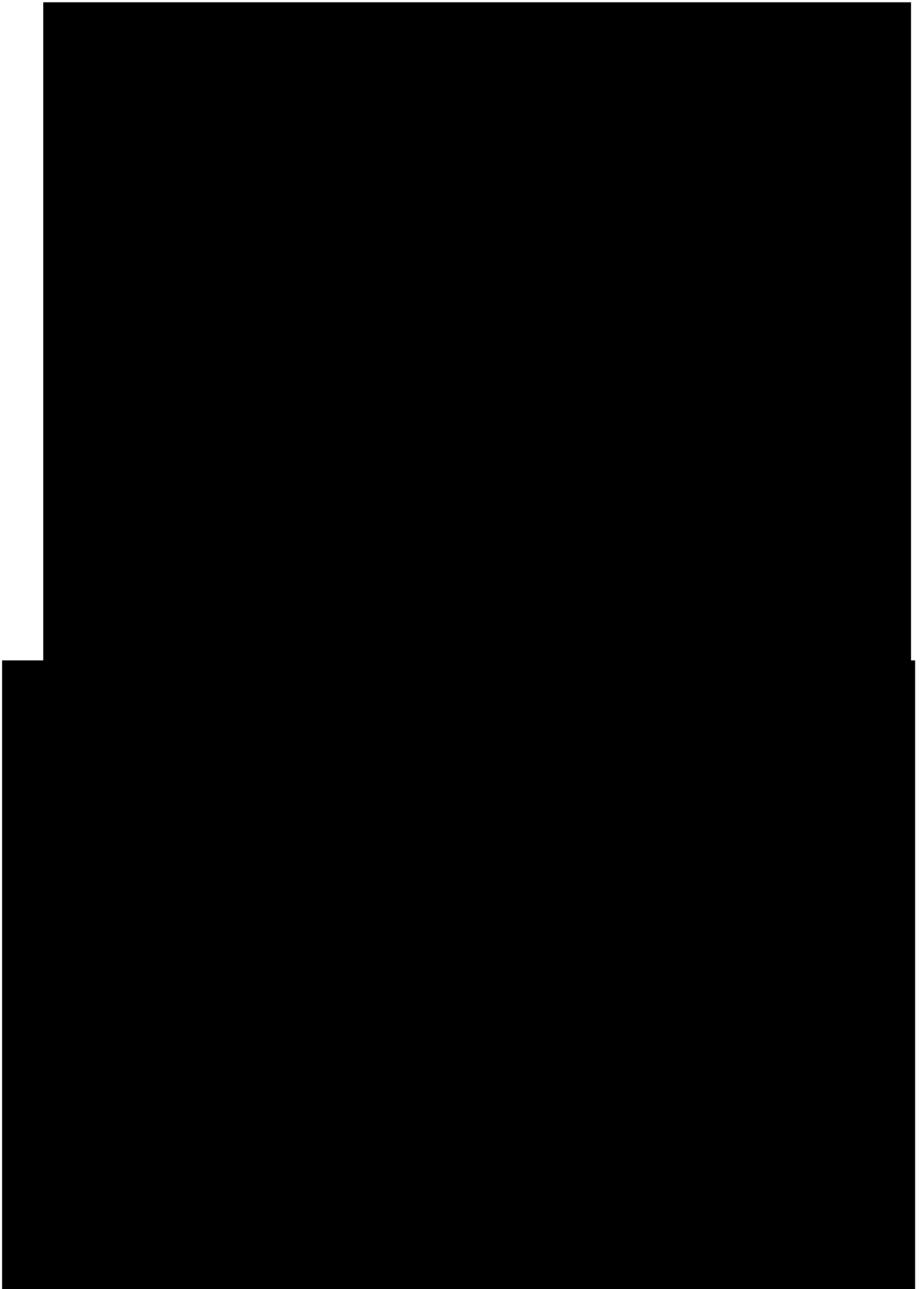




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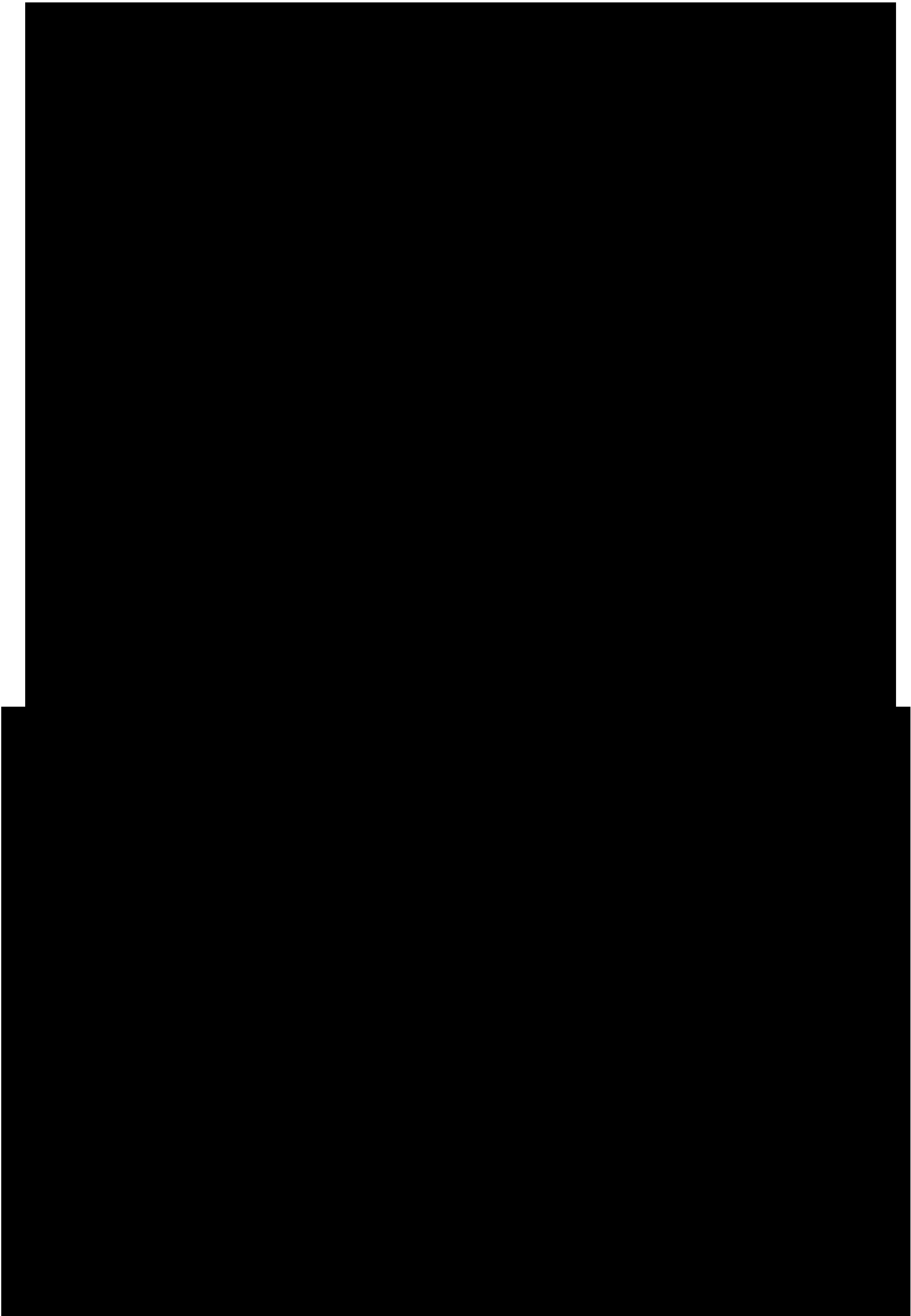
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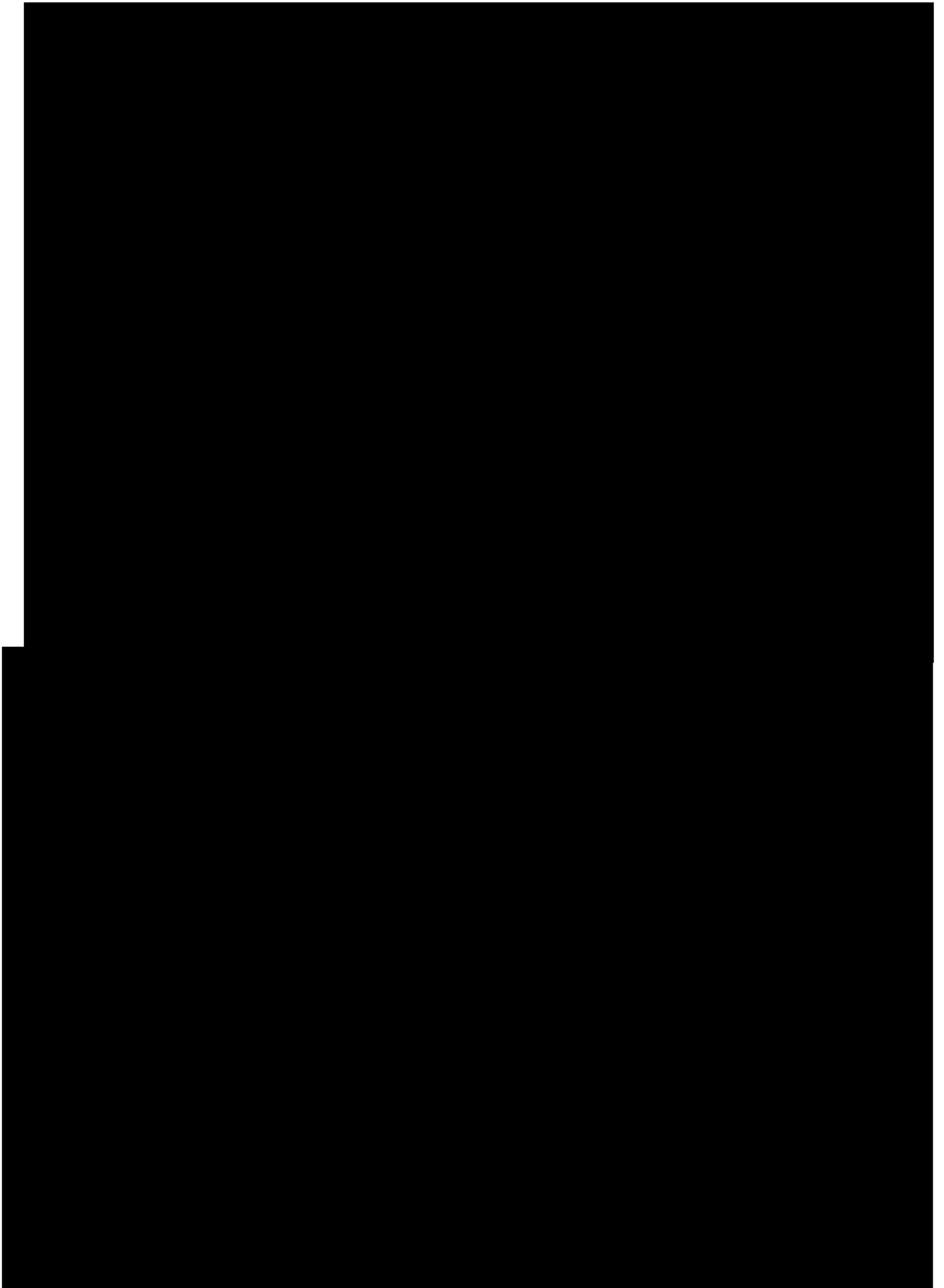


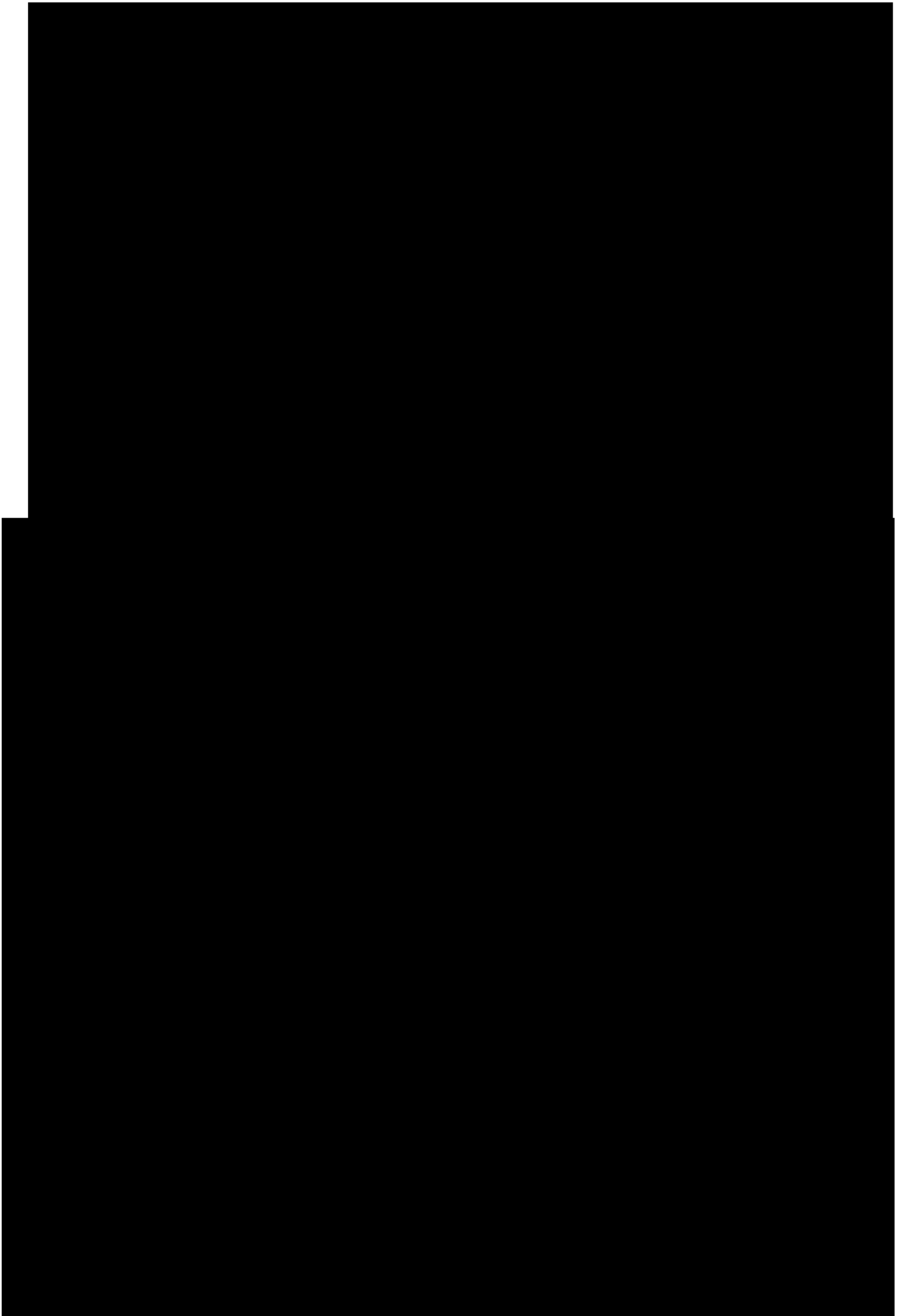
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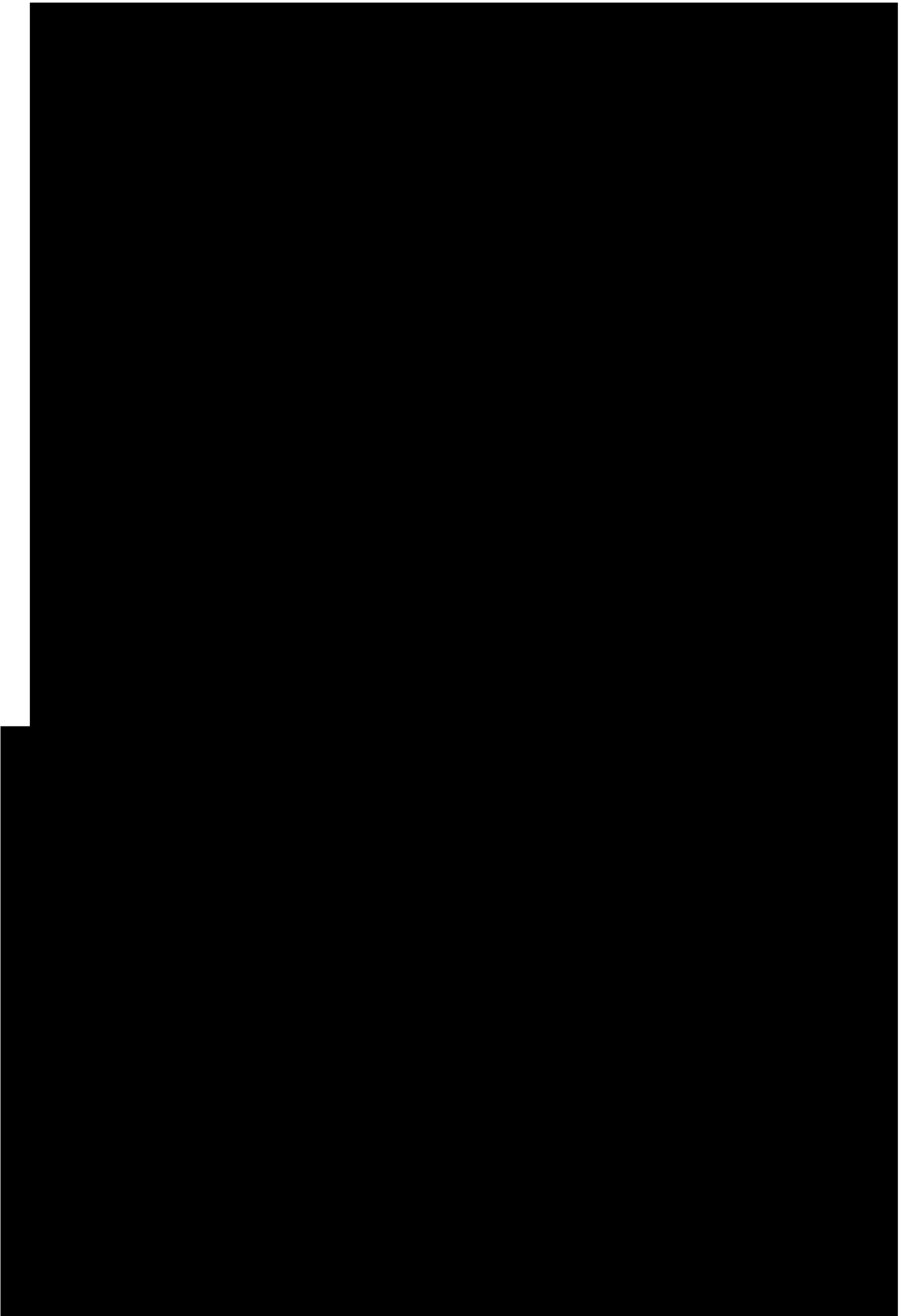
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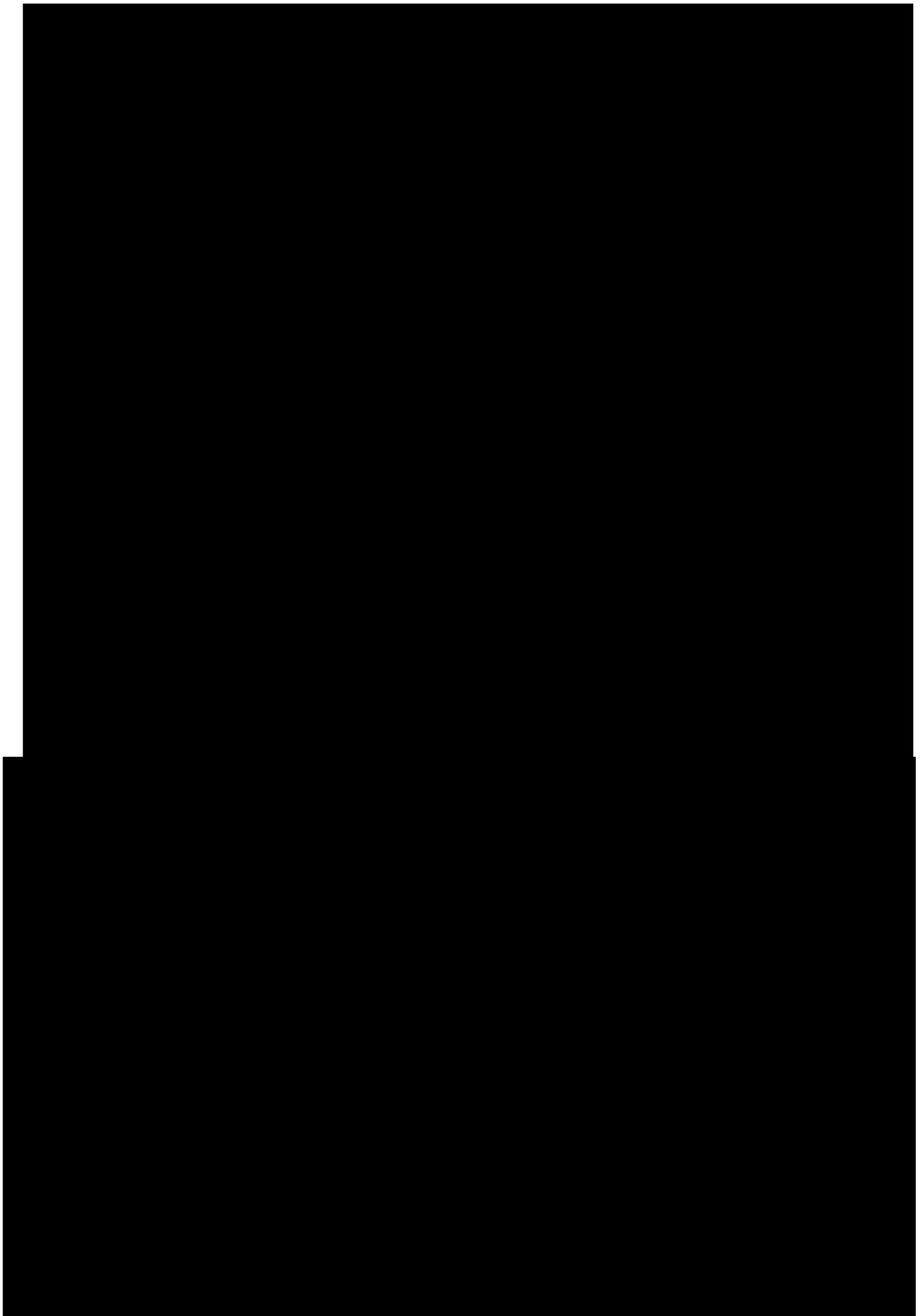




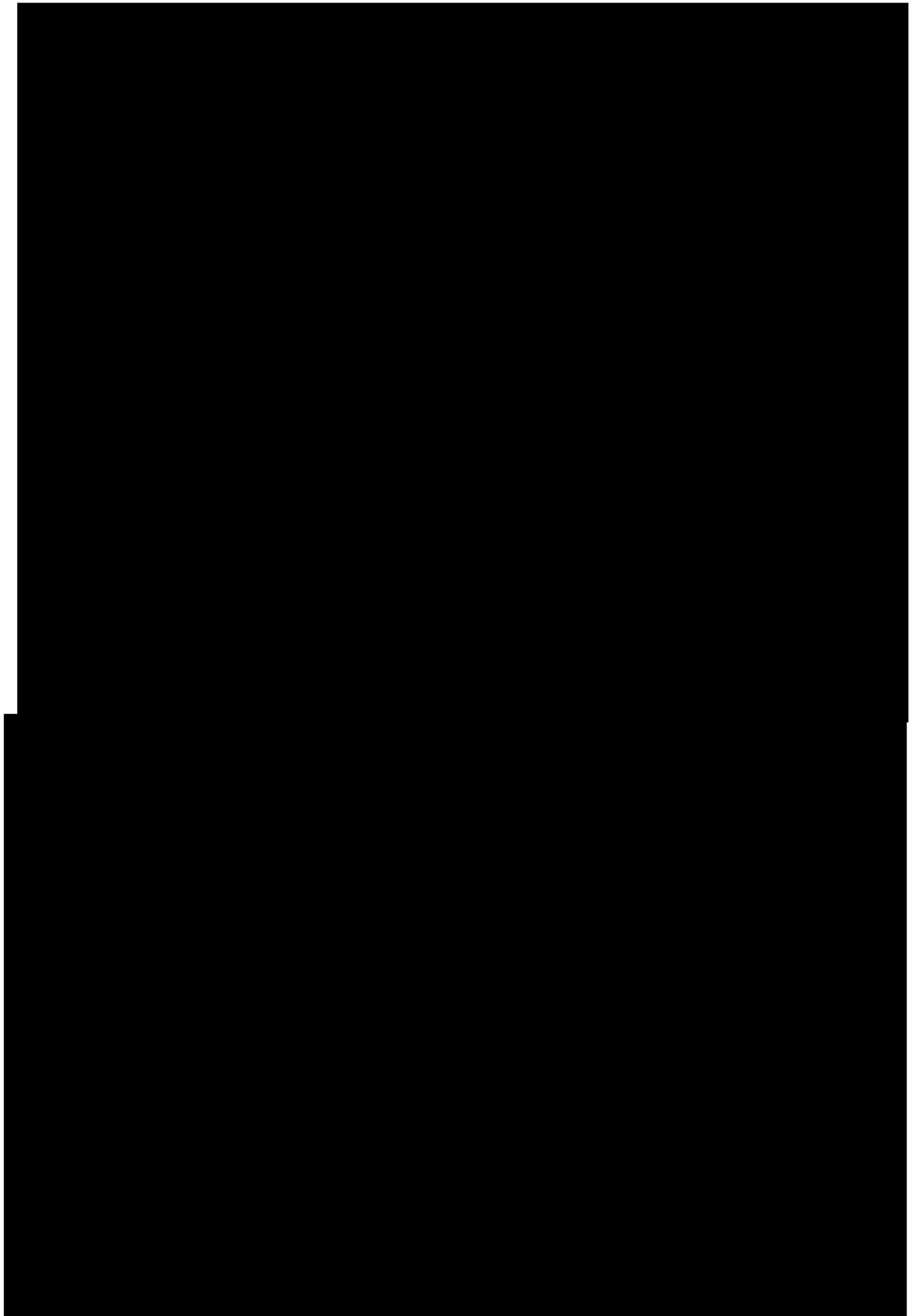


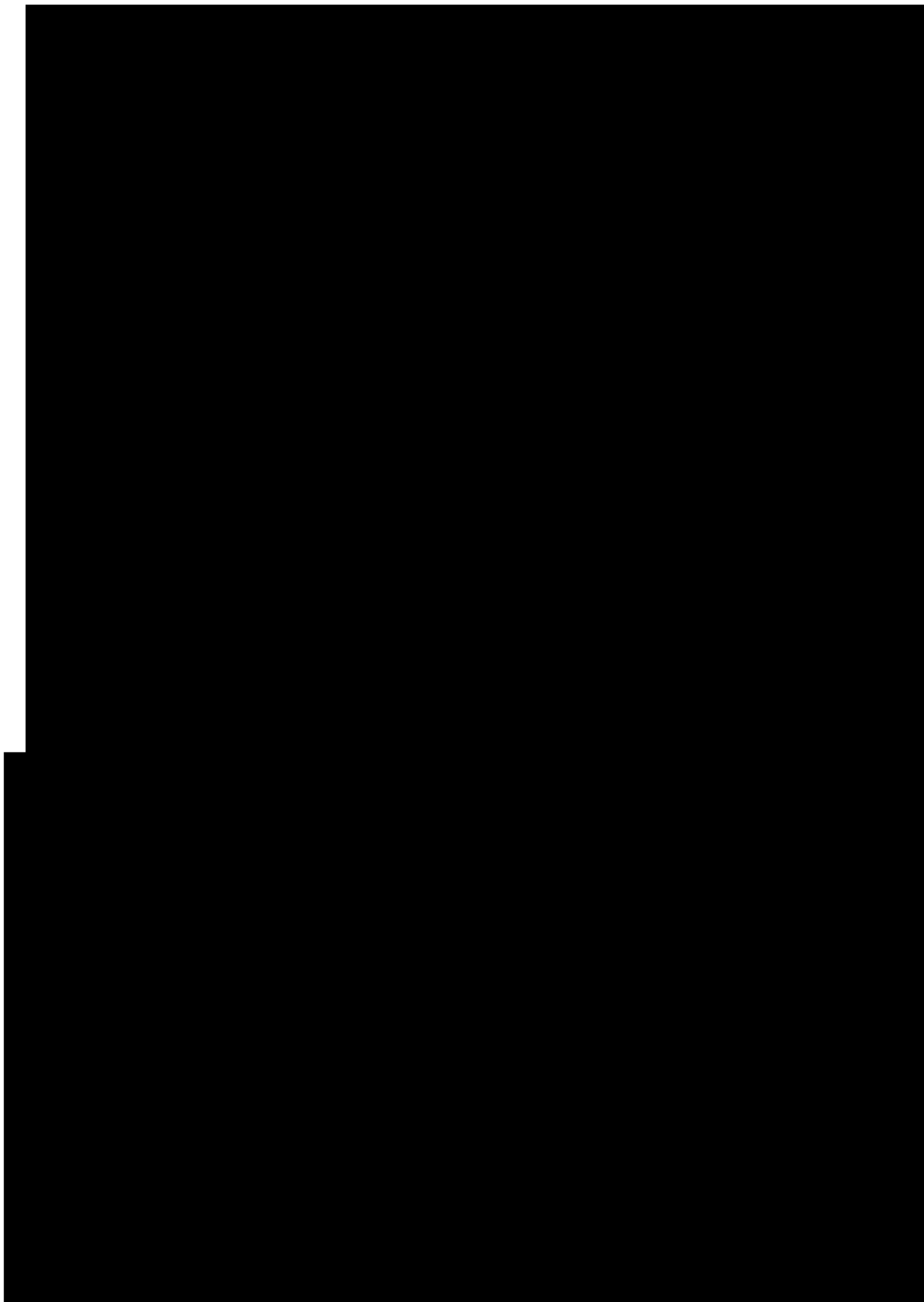


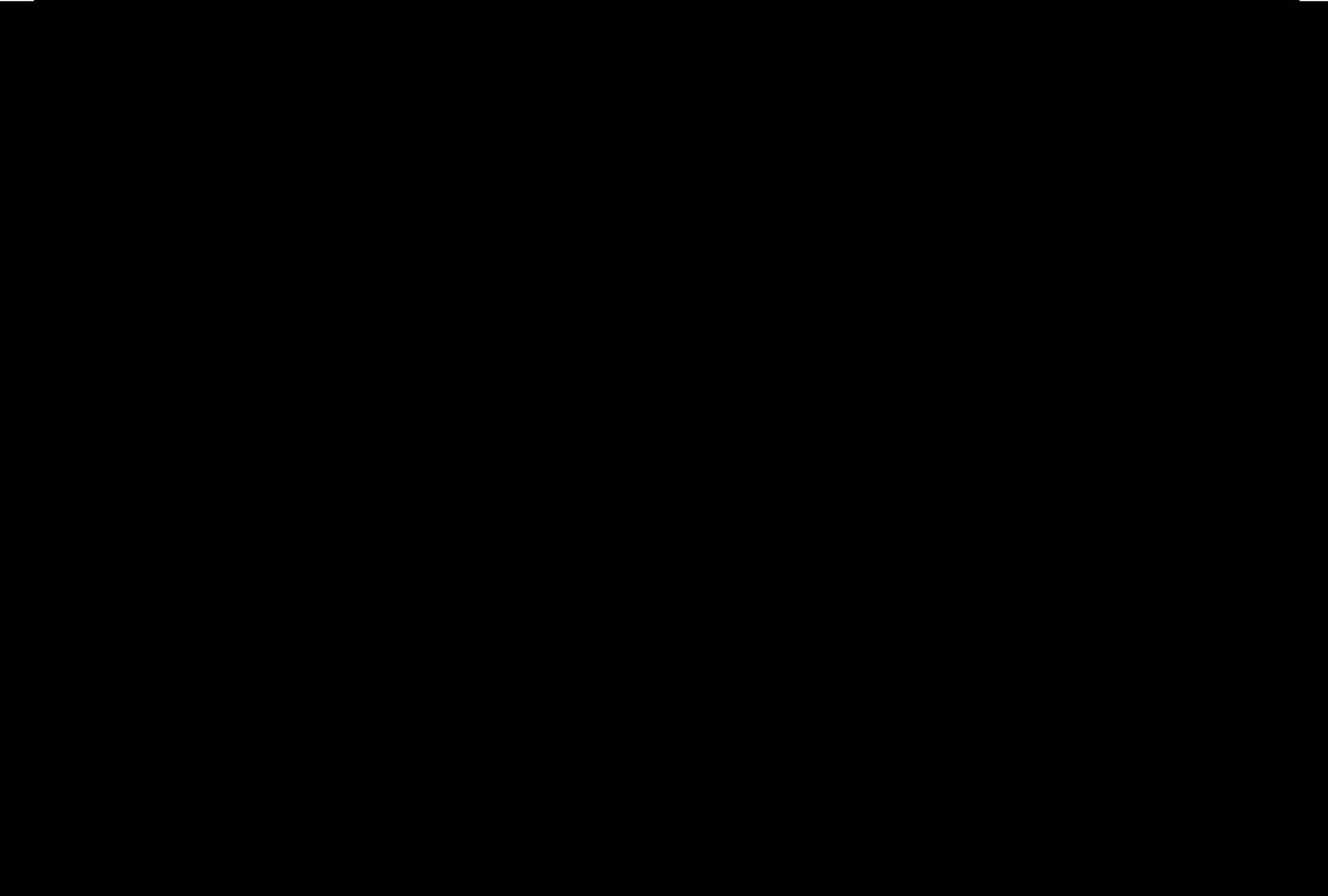
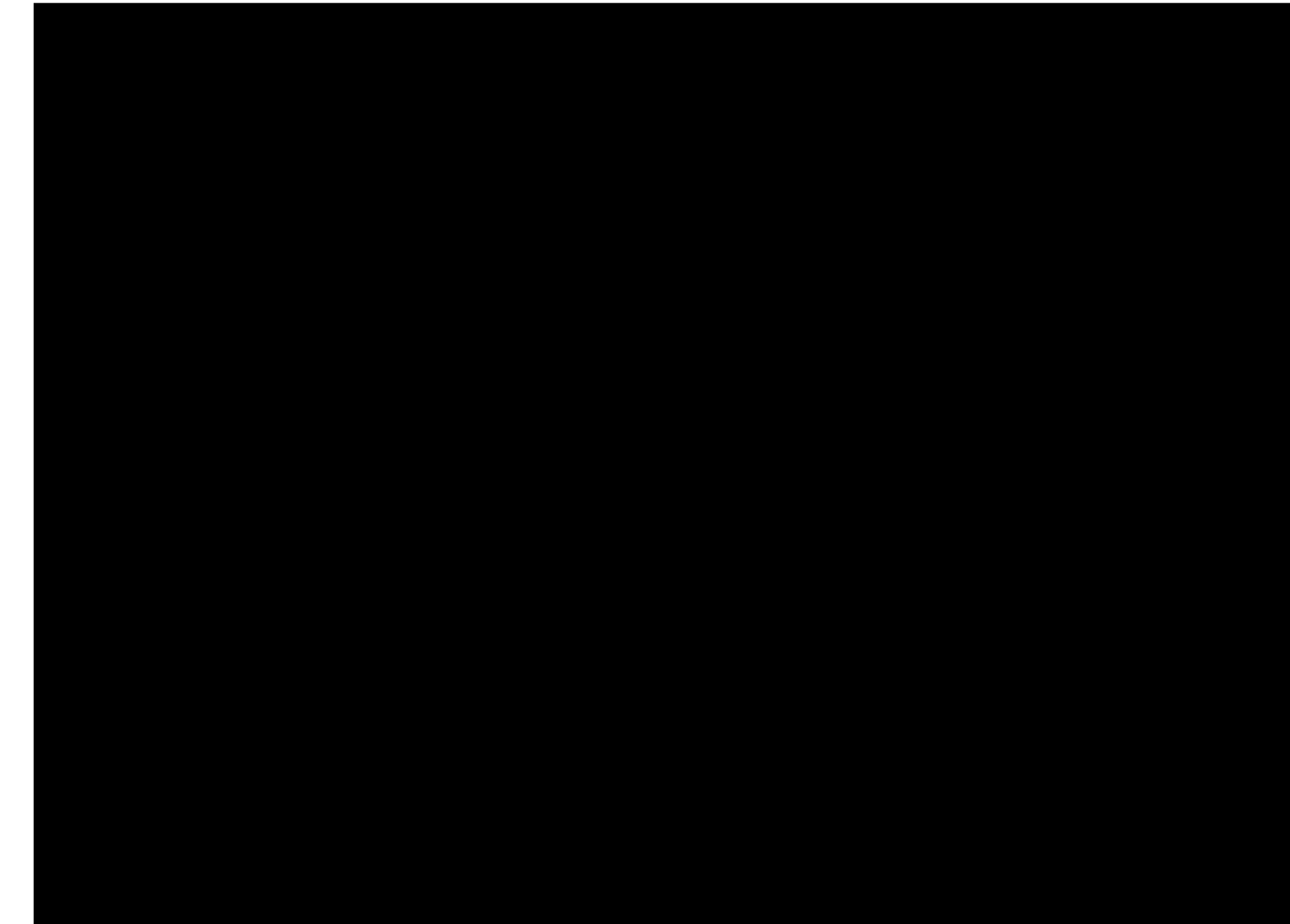












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Dated.....2021

CONTRACT

BETWEEN

SHROPSHIRE COUNCIL

and

XXXXXXXXXXXX

Contract Ref No PMCV017

For the supply of a specialist inpatient assisted withdrawal service

Commencement Date	1 January 2021
Commercially Sensitive Information	comprises the information of a commercially sensitive nature relating to the Service Provider its Intellectual Property Rights or its business which the Service Provider has indicated to the Council in writing that, if disclosed by the Council, would cause the Service Provider significant commercial disadvantage or material financial loss;
Confidential Information	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Service Provider, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including all Personal Data and the Commercially Sensitive Information; together with all information as defined by Clause 31 of this Contract.
Contract	means this agreement in writing between the Parties
Contract Documents	means this Contract including the Schedules and any other documents annexed to it
'Council'	means the party named above and includes its employees, officers, servants and agents acting on its behalf
Council Data	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Service Provider by or on behalf of the Council; or which the Service Provider is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Council is the Data Controller.
CJIT	means Criminal Justice Intervention Team.
CQC	means the Care Quality Commission
Data Subject	Shall have the same meaning as set out in the GDPR
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 Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.;

Data Processor	shall have the meaning given to the term "processor" as set out in Article 4 of 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
Data Protection Officer	Shall have the meaning given 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.
DPA 2018	Data Protection Act 2018
EIR	means the Environmental Information Regulations 2004 (as may be amended from time to time)
Employment Checks	Means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, disclosure and barring checks and occupational health checks.
Exempt Information	Any information or class of information (including but not limited to any document, report or other material containing information) relating to this Contract or otherwise relating to the Parties to this Contract which potentially falls within an Exemption to FOIA (as set out therein)
Expiry Date	Shall be the later of either: i) the Initial Expiry Date; or

- ii) the last day of any agreed extension period further to clause 2 below; or
- iii) such other date as this Agreement is terminated in accordance with its terms

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.
Force Majeure Event	means any circumstance not within a party's reasonable control including, without <i>limitation</i> : <ul style="list-style-type: none">a) acts of God, flood, drought, earthquake or other natural disaster;b) epidemic or pandemic;c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;d) nuclear, chemical or biological contamination or sonic boom;e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;f) collapse of buildings, fire, explosion or accident; andg) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on clause, or companies in the same group as that party);h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause 35 (Force Majeure); andi) interruption or failure of utility service.
GDPR	Means the General Data Protection Regulation 2016/679
HSCIC	Means Health and Social Care Information Centre
IDU	Means the In-patient Detoxification Unit in which the Service is provided
'Initial Expiry Date'	means 31 st December 2024
'Initial Term'	means a period of three years commencing on the

Commencement Date and expiring on the Initial Expiry Date

Intellectual Property Rights	means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable
Joint Strategic Needs Assessment	means the process in which Shropshire Council together with Shropshire Clinical Commissioning Group and other partners describe the future health, care and well-being needs of Shropshire residents.
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)
Medically Managed	applies where a Service User requires a higher level of supervision within the assisted withdrawal process due to mental or physical health needs that can lead to complications in the withdrawal process.
Medically Supervised	Means for those Service Users who have been identified as being suitable for a community detox but who are unable to access due to inappropriate support mechanisms
NDTMS	National Drug Treatment Monitoring System for the recording of drug and alcohol treatment service activity
Notice	a written communication issued in accordance with Clause 9 of the Contract
OCBD	Means Occupied Bed Days supplied on a block bed basis
Officer(s)	those officers of the Council who are authorised by the Council to perform functions in connection with this Contract
'Option to Extend'	means the Council's option to extend the Initial Term by a period of up to two years commencing from and including the date following the Initial Expiry Date
Party or Parties	means with respect to Party the Council or the Service Provider and Parties both the Council and the Service Provider together
Payment	the payment to the Service Provider as detailed in Clause 4 for the Placements in accordance with the Agreed Prices during the Initial Term and thereafter as shall be agreed in writing between the Parties

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 Contract
Performance Indicators	the performance indicators relating to this Contract set out in Schedule 4 and as issued by the Council from time to time
Placement	Shall mean a bed being made available by the Service Provider for the placement of a Service User at the Premises
Premises	Means the IDU centre known as XXXXXXXXXXXXXXXXXX
Prohibited Act	<p>the following constitute Prohibited Acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:</p> <p style="padding-left: 40px;">(i) induce that person to perform improperly a relevant function or activity; or</p> <p style="padding-left: 40px;">(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;</p> <p>(c) committing any offence:</p> <p style="padding-left: 40px;">(i) under the Bribery Act 2010;</p> <p style="padding-left: 40px;">(ii) under legislation creating offences concerning fraudulent acts;</p> <p style="padding-left: 40px;">(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or</p> <p>(d) defrauding, attempting to defraud or conspiring to defraud the Council.</p>
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it
Public Body	as defined in the FOIA 2000
Receiving Party	a party to this Contract to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response

Recovery Plan	Means the agreed plan of drug or alcohol treatment for the Service User as part of their recovery journey.
Regulated Activity	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Regulatory Bodies	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
Regulated Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
'Relevant Transfer'	means a relevant transfer for the purposes of TUPE
Request For Information	a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
Review	means a formal review of the progress of the Services and the achievement of the Outcomes
Service(s)	the Service(s) means the supply of Placements and the associated inpatient withdrawal services as described in the Specification and schedules of this Contract
'Service Provider'	means the party named above and includes its employees, servants and agents paid or unpaid acting on its behalf
'Service Provider Personnel'	all employees, agents, consultants and contractors of the Service Provider and/or of any Sub-contractor paid or unpaid;
'Service Provider's Representative'	means the representative appointed by the Service Provider to manage the contract on its behalf
Service Users	means the persons or client group designated by Shropshire recovery partnership aged 18 and over eligible to receive the Service
Shropshire Recovery Partnership	Means the drug and alcohol community provider commissioned by the Council to deliver community drug and alcohol services
Shropshire Safeguarding Arrangements	Means the policies and procedures in place with regard to safeguarding adults and children within the administrative area of the Council via Shropshire Safeguarding and Community Partnership
Specification	the Specification contained in Schedule 1 to this Contract

Spot Purchased Beds	Means the ad hoc purchase of beds as and when required in response to the demand for the Services
Staff	All those persons paid or unpaid who deliver the Service on behalf of the Service Provider including a Subcontractor and other agents acting on its behalf
‘Standing Offer Arrangement’	means the arrangement created by this Contract between the Council and the Service Provider
‘Sub-contract’	any contract or agreement, or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof, or facilities or services necessary for the provision of the Services or any part of the Services
Sub-contractors	Any person(s) that the Service Provider contracts with to provide the Service either directly or indirectly for which the Service Provider is responsible under this Contract
Sub-processor	any third party appointed to process Personal Data on behalf of the Service Provider related to this Contract.
Term	means the period commencing on the Commencement date and ending on Expiry Date
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive
‘Valid Invoice’	Means an invoice submitted by the Service Provider which must contain the following detail required by the Council to enable payment as specified in clause 4 of this Contract: 1) invoices to be addressed to jayne.randall@shropshire.gov.uk and shropshirecouncil.invoices@proactiscapture.com ; and 2) submitted on the Service Provider’s business letterhead including the Service Provider’s name and address, and VAT registration number (where applicable); and 3) Service User Initials; date of birth; Number of days as an inpatient
Working Days	Monday to Friday inclusive (not including public or bank holidays)
Writing	Includes, unless otherwise specifically stated, facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

Interpretation

In this Contract unless the context otherwise requires:

words importing any gender include every gender

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

words importing persons include firms, companies and corporations and unincorporated body of persons or any state or any agency of any person reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

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

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

- (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
- (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

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

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

any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done

the headings to the clauses, schedules and paragraphs of this Contract are not to affect the interpretation

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

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

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

WHEREAS

- (A) The Council is desirous of making provision within its area for the inpatient recovery of drug and alcohol users ("the Service Users")

- (B) The Council has prepared a Specification in respect of the Service which it requires the Service Provider to provide.
- (C) The Service Provider is willing to provide the Service in accordance with the terms of this Contract.
- (D) The Parties have agreed that it is at this time necessary for the Service Provider to satisfy the requirements for registration under the Care Standards Act 2000 and by the CQC and that it shall provide a copy of its registration to the Council upon demand

1 CONTRACT AND TERM

- 1(a)** It is agreed between the Parties that this Contract will be for the Initial Term commencing on the Commencement Date and ending on the Initial Expiry Date.
- 1(b)** It is further agreed between the Parties that the Council may exercise its Option to Extend this Agreement at the expiry of the Initial Term for further periods of a duration of up to twelve months up to a maximum of two extensions from the Initial Expiry Date
- 1(c)** If the Council decides to exercise its Option to Extend the Initial Term it shall notify the Service Provider in writing at least 3 months in advance of the expiry date of the Initial Term. Where the Parties agree an extension of the Initial Term ("extension period") the provisions of this Contract between the Council and the Service Provider shall be the terms to be applied to the extension period, save for any variations, agreed in advance and in writing by the Parties, to the terms of this Contract or to the Payments to be paid, which are to apply during the extension period.
- 1(d)** For the avoidance of doubt, the Term of this Contract shall not extend beyond 31st December 2026
- 1(e)** If the Council decides that it does not wish to exercise its Option to Extend then this Contract shall terminate on the Initial Expiry Date and the provisions of clause 14 (Consequences of Termination) shall apply

2. STANDING OFFER ARRANGEMENT

- 2(a)** The effect of this Contract will be to create a Standing Offer Arrangement under which a Placement offered within the Premises and taken up by the Council either under the OCBD arrangements or with regard to Spot Purchased Beds will create a binding contract between the Parties for the supply of the Services in accordance with the terms of this Contract.
- 2(b)** The Council is not bound to use the OCBDs or to spot purchase any Services from the Service Provider and may purchase Services of the type specified from other suppliers if it so desires.
- 2(c)** The Parties agree that there are no maximum or minimum limits to the number of Spot Purchased Bed Placements that may be required by the Council from the Service Provider during the Term

3. SERVICES

- 3(a)** The Service Provider shall provide the Services to the Council in consideration of the Council paying the Agreed Price(s) to the Service Provider, subject to the provisions of this Contract
- 3(b)** The Service Provider shall supply the Placements following referrals from an agreed community treatment provider and subject to its own clinical assessment as to the suitability of the Services for the treatment of a Service User
- 3(c)** The Service Provider shall provide the Placements at the Premises in accordance with the terms of this Contract.
- 3(d)** The Service Provider must to the extent reasonably practicable co-operate with and assist the Council in fulfilling its Best Value Duty. Where reasonably requested by the Council, the Service Provider at its own cost shall participate in any relevant Best Value Duty reviews and/or Budget Review Meetings

(including without limitation providing information for such purposes) conducted by the Council and shall assist the Council with the preparation of any Best Value performance plans.

- 3(e)** During the term of this Contract at the reasonable request of the Council, the Service Provider must:
- i) demonstrate how it is going to secure continuous improvement in the way in which the Services are delivered having regard to a combination of economy, efficiency and effectiveness and the Parties may agree a continuous improvement plan for this purpose;
 - ii) implement such improvements; and
 - iii) where practicable following implementation of such improvements decrease the price to be paid by the Council for the Services.

4 PAYMENT

- 4(a)** In consideration of the Payment the Service Provider shall throughout the Term make Placements available for the Council as follows:
- i) During the Initial Term: make available 252 number of OCBD's per year; together with
 - ii) ensuring the availability of additional beds that may be purchased as Spot Purchased Beds as and when required
- at the Agreed Prices; and
- iii) where the Council decides to exercise its Option to Extend this Contract, the Service Provider shall make available such number of OCBDs as shall be agreed in writing in advance of the commencement of any agreed extension period together with providing the option for the Council to purchase additional Spot Purchased Beds at rates to be agreed
- 4(b)** payment in respect of each Placement shall be shall be made in accordance with the Agreed Prices throughout the Initial Term and thereafter at rates to be agreed in writing between the Parties in advance of any agreed extension period
- 4(c)** payment of the Payment shall be made by the Council to the Service Provider within 30 days of receipt of an undisputed Valid Invoice monthly in arrears
- 4(d)** The Parties agree that where the Service Provider fails to submit a Valid Invoice, the Council shall be entitled to withhold payment until the Service Provider submits the information required by the Council.
- 4(e)** For the avoidance of doubt, the Service Provider shall not be entitled to vary the Agreed Prices during the Initial Term unless with the prior written consent of the Council.
- 4(f)** The Service Provider shall not make a charge to the Service User or any third party for the Service provided.
- 4(g)** The Council reserves the right to set off against the Payment any sums owed or becoming due to the Council from the Service Provider.
- 4(h)** The Service Provider shall not charge and the Council shall not be liable, for any expenses, charges, costs, fees except the Payment as set out in this Contract
- 4(i)** Unless otherwise agreed in writing by the Council, the Service Provider will pay any of its appointed Sub-contractors within the time period specified within the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.
- 4(j)** If the either Party fails to make any Payment to the other Party under this Contract within 30 days of receipt of an undisputed Valid Invoice interest

thereon shall be charged at the prevailing statutory rate further to the Late Payment of Commercial Debts (Interest) Act 1998 above the National Westminster Bank base rate.. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after Judgment.

4(k) 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

5 COMPLIANCE

5(a) The Council undertakes to:

5(a)(i) make the Payments to the Service Provider in accordance with Clause 4

5(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate

5(b) The Service Provider undertakes to comply with the following in the provision of the Service:

5(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

5(b)(ii) provide the Service in accordance with all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Service to include but not limited to:

- all standards required by Regulatory Bodies including the CQC in order to maintain registration thereunder
- the Data Protection Legislation and the Caldicott Principle
- the Human Rights Act 1998. The Service Provider shall not do anything in breach of the Act.
- the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance and provide evidence of doing so to the Council at any time upon request
- Safeguarding Vulnerable Groups Act 2006.
- Care Standards Act 2000
- Health and Social Care Act 2012
- The Children Act 1989
- Care Act 2014
- Health and Social Care Act 2008 (regulated activities) – regulations 2014 – Regulations 9 (person centred care), 11 (need for consent), 12 (safe treatment and care) 18 (staffing)

5(b)(iii) ensure that every person employed by it in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services and that its Staff, Subcontractors and agents will have the necessary skills, professional qualifications and experience to deliver the Service

5(b)(iv) ensure that it carries out its own risk assessments relevant to the Service

5(b)(v) ensure that it has a written procedure for dealing with complaints about the Service in accordance with clause 37 (Complaints) and shall provide a copy of the procedure and details of any complaints made about the Service to the Council upon request

5(b)(vi) Not Used

5(b)(vii) ensure it satisfies and complies with the respective requirements for registration under the Care Standards Act 2000 and by the

- CQC and that it shall provide copies of its registration to the Council upon demand
- 5(b)(viii)** Shropshire’s Safeguarding Arrangements
- 5(b)(ix)** ensure that Staff and Subcontractors are made aware of the Council’s policy “Speaking Up About Wrongdoing” and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request
- 5(b)(x)** It shall:
- provide and upload data Service User Information on to NDTMS and CJIT as required by Public Health England; and
 - will be compliant with all policies and processes in accordance with this; and
 - ensure all data is of a good quality; and
 - shall provide monthly monitoring reports on activity as agreed; and
 - provide to the Council treatment data and information on an annual basis for health intelligence purposes and for health needs assessment work to support the production of the Joint Strategic Needs Assessment. The information will include pseudonymised, non-patient identifiable information relating to drug and alcohol treatment of Service Users within the treatment year (1st January to 31st December). This information will include the NDTMS data set as well as other Service User level data relating to but not limited to Service User level information relating to age at the start of the treatment year, GP practice, and other geographical data derived from a postcode check, as well as treatment data information.
- 5(b)(xi)** Not Used
- 5(b)(xii)** it has full capacity and authority to enter into this Contract
- 5(b)(xiii)** it has obtained all necessary and required licences, consents and permits to provide the Service and shall maintain such licences, consents and permits throughout the duration of the Term
- 5(b)(xiv)** it shall be responsible for all costs, fees, expenses and charges for training necessary or required for its Staff , Subcontractors or agents to perform the Service
- 5(b)(xv)** it warrants that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions
- 5(b)(xvi)** it will have adequate numbers of Staff to provide the Service which shall as a minimum be as follows:
- 5(b)(xvii)** before it engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services the Service Provider must without limitation, complete the Employment Checks and any other checks required by the Disclosure and Barring Service; and where applicable, notify the outcome of the DBS check results to the Council if requested
- 5(b)(xviii)** The Service Provider must:
- a)** implement and maintain security standards, processes, procedures, practice and controls to the same standard which they apply to personal confidential identifiable data and in accordance with the Data Security and Protection Toolkit (referred to as “Toolkit”) standards to a minimum of Level 2 compliance for its ‘organisation type’ (as defined in the Data Security and Protection Requirements issued by the Department of Health);

- b)** provide assurance that good information governance practices are being maintained and must demonstrate, and will allow the Council to audit that the Service Provider (and all Sub-contractors processing Service User information) meets or exceeds the Toolkit standards required for its organisation type.
 - c)** in accordance with Toolkit reporting requirements with respect to suspected and/or actual Information Governance Serious Incidents Requiring Investigation (IG SIRI) and/or Cyber Serious Incidents Requiring Investigation (Cyber SIRI) ensure that serious incidents related to suspected or actual breach of the principles of the Data Protection Legislation or any cyber related incident which has or is suspected of having compromised information assets within cyberspace are:
 - c (i)** reported in writing to the Council's SIRO and Information Governance Officer immediately of such incident having occurred or suspected of having occurred; and
 - c (ii)** that such IG SIRI and Cyber SIRIs are managed in accordance with the current version at the time of the incident of the "Checklist Guidance for Reporting, Managing and Investigation Information Governance and Cyber Security Serious Incidents Requiring Investigation" (or its replacement document) and reported via the IG Toolkit incident Reporting Tool where appropriate
- 5 (c)** the Service Provider warrants that the signing of this Contract on its behalf has been validly authorised and the obligations expressed as being assumed by the Service Provider under this Contract constitute valid legal and binding obligations of the Service Provider enforceable against the Service Provider in accordance with their terms.
- 5(d)** If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Authorised Officer forthwith in writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council's rights under clauses 10 (Breach) and 13 (Termination)
- 5(e)** NOT USED
- 5(f)** The Parties agree that, in furtherance of Schedule 4, there shall be Quarterly Reviews on dates to be agreed, of the progress of the development of the Services between the Service Provider and the Council to ensure that the Services are being provided as required and that Performance Indicators are being achieved.
- 5(g)** In the event that a Quarterly Review or an informal review reveals that the Services are not being delivered as required and/or Performance Indicators are not being met, a formal Review meeting shall take place between the Parties upon 14 days written notice being given to the Service Provider by the Council
- 5(h)** The Review meeting shall record in writing any amendments to the Services, Performance Indicators agreed between the Council and the Service Provider.
- 5(i)** Where following a Review, the Council acting reasonably determines that the Service Provider has not delivered the Services as required and/or met the Performance Indicators the Council may:
 - 5(i)(i)** serve the Service Provider with a written notice ("Notice") within one month of the Review meeting specifying which part of the Services Performance Indicators it considers that the Service Provider has not met or failed to achieve and giving the Service Provider one calendar month from the date of the Notice to remedy the failure

- 5(i)(ii)** if after one calendar month from the date of the Notice the Service Provider has failed to remedy the failure specified in the Notice then this will be considered to be a breach of the terms of this Contract and the Contract may be terminated in accordance with the provisions contained in clause 13 (Termination) herein
- 5(j)** The Service Provider acknowledges and confirms that:
- 5(j)(i)** it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;
- 5(j)(ii)** it has received all information requested by it from the Council pursuant to sub-clause 5(j)(i) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;
- 5(j)(iii)** it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause 5(j)(ii)
- 5(j)(iv)** it has raised all relevant due diligence questions with the Council before the Commencement Date; and
- 5(j)(v)** it has entered into this Contract in reliance on its own diligence
- 5(j)(vi)** as at the Commencement Date, the Service Provider warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract AND shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services
- 5(j)(vii)** The Service Provider shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Service Provider in accordance with sub-clause 5(j)(vi) save where such additional costs or adverse effect on performance have been caused by the Service Provider having been provided with fundamentally misleading information by or on behalf of the Council and the Service Provider could not reasonably have known that the information incorrect or misleading at the time such information was provided.
- 6. AUTHORISED OFFICER AND SERVICE PROVIDER REPRESENTATIVE:**
- 6(a)** The Authorised Officer shall be appointed by the Council to act in the name of the Council for the purposes of the contract evidenced by this Contract.
- 6(b)** The Service Provider shall appoint a Service Provider Representative to act in the name of the Service Provider for the purposes of the contract evidenced by this Contract
- 6(c)** The Parties shall notify each other in writing of any replacement Authorised Officer or Service Provider Representative or if any person ceases to be either the Authorised Officer or Service Provider Representative.
- 6(d)** The Authorised Officer shall monitor on behalf of the Council, the provision of the Services supplied by the Service Provider and act as liaison officer with the Service Provider's Representative in respect of the operation of the Services. Any issues raised by the Authorised Officer with regard to the delivery of the Services shall in the first instance be addressed and dealt with by the Service Provider's Representative on the Service Provider's behalf.

7 VARIATION

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 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.

8 AGENCY

- 8(a)** The Service Provider is an independent Service Provider and nothing in this Contract shall render it an agent of the Council or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties and the Service Provider shall not hold itself out as the Council's agent nor shall it have the power or the right to bind the Council to any obligation.
- 8(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

9 NOTICES

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

10 BREACH

- 10(a)** If, further to clause 5 above, the Council identifies areas of the Services which do not comply with the requirements of this Contract (including any Schedules to this Contract) it may send the Service Provider a non-compliance notice detailing
- (i) the areas of non-compliance;
 - (ii) the action to be taken; and
 - (iii) the date by which the action must be taken (which for the avoidance of doubt must not be a date less than 14 days from the date of the notice).
- 10(b)** NOT USED
- 10(c)** If, in the reasonable opinion of the Council, the Service Provider fails to undertake all of the remedial actions in the non-compliance notice by the due date the Council shall be entitled to take either of the following steps depending on the seriousness of the non-compliance (which in the event of dispute shall be determined in accordance with clause 15 (Disputes):
- (a) to make arrangements to take its own corrective action either itself or through the appointment of another Service Provider and to either:
 - (i) deduct all costs in connection therewith from any sums due or to

become due to the Service Provider under the terms of this Contract;
or

- (ii) to recover such sums from the Service Provider as a debt; and/or
 - (b) to terminate the Contract in accordance with clause 13 (Termination)
- 10(d)** The following obligations are conditions of this Contract and any breach of them shall be deemed a fundamental breach which shall determine this Contract immediately by the giving of a written notice:
- 10(d)(i)** Failure to comply with a Notice to remedy a breach 10(a)
 - 10(d)(ii)** Assignment by the Service Provider of any of his obligations under this Contract without the prior written consent of the Council
 - 10(d)(iii)** If the Service Provider is convicted of any offence the effect of which under the provisions of any legislation would prevent the Council from contracting with him or maintaining any existing contractual relationship
 - 10(d)(iv)** If the Service Provider is issued with a notice from the Health and Safety Executive or Regulatory Bodies prohibiting it from operating

11 PREVENTION OF BRIBERY

- 11(a)** The Service Provider:
- a) shall not, and shall procure that all Service Provider Staff shall not, in connection with this Contract commit a Prohibited Act;
 - b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.
- 11(b)** The Service Provider shall:
- i. if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
 - ii. the Service Provider shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Service Provider) the Service Provider's compliance with this clause 11 and provide such supporting evidence of compliance with this clause 11 by the Service Provider as the Council may reasonably request.
- 11(c)** If any breach of clause 11(a) is suspected or known, the Service Provider must notify the Council immediately.
- 11(d)** If the Service Provider notifies the Council that it suspects or knows that there may be a breach of clause 11(a), the Service Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Contract.
- 11(e)** The Council may terminate this Contract by written notice with immediate effect, and recover from the Service Provider the amount of any loss directly resulting from the cancellation, if the Service Provider or Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11(a) At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 11(e), the Council shall give consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by Staff, an employee, Sub-Contractor or supplier not acting independently of the Service Provider. The

expression "not acting independently of" (when used in relation to the Service Provider or a Sub-Contractor) means and shall be construed as acting:

- i. with the authority; or,
 - ii. with the actual knowledge;
of any one or more of the directors of the Service Provider or the Sub-Contractor (as the case may be); or
 - 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:
- i. the nature of the Prohibited Act;
 - ii. the identity of the party whom the Council believes has committed the Prohibited Act; and
 - iii. the date on which this Contract will terminate.
- 11(g)** Despite clause 15 (Disputes), any dispute relating to:
- i. the interpretation of clause 11; or
 - ii. the amount or value of any gift, consideration or commission, shall be determined by the Council and its decision shall be final and conclusive.
- 11(h)** Any termination under clause 11(e) will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

12 INDEMNITY AND INSURANCE

- 12(a)** The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Service Provider, arising out of the Service Provider's performance of this Contract, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS). 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(b)** the 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 Provider for negligent acts arising out of the performance of this Contract. To comply with its obligations under this clause, and as a minimum, the Provider shall ensure professional indemnity insurance held by the Provider and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £7,000,000 (SEVEN MILLION POUNDS) in respect of each and every claim.
- 12(c)** [the Provider shall hold and maintain medical mal-practice 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 Provider for negligent acts arising out of the performance of this Contract. To comply with its obligations under this clause, and as a minimum, the Provider shall ensure medical mal-practice insurance held by the Provider and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £5,000,000 (FIVE MILLION POUNDS) in respect of each and every claim]
- 12(d)** NOT USED
- 12(e)** The Service Provider warrants that it has complied with this clause 12 and shall provide the Council with certified copies of the relevant policies together with receipts or other evidence of payment of the latest premiums due under

those policies prior to the commencement of this Contract and annually thereafter during the Term.

- 12(f)** The Service Provider shall:
- (i) do nothing to invalidate any insurance policy
 - (ii) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change
- 12(e)** The Service Provider shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:
- (i) The performance, defective performance or otherwise of this Contract by the Service Provider or the Service Provider Personnel
 - (ii) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services
 - (iii) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Service Provider or the Service Provider Personnel; and
 - (iv) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Contract to the extent that the defective performance is attributable to the acts or omissions of the Service Provider or the Service Provider Personnel
- 12(f)** The Council shall indemnify the Service Provider against all reasonable claims, costs and expenses which the Service Provider may incur and which arise, directly from the Council's breach of any of its obligations under this Contract
- 12(g)** Nothing in this Contract shall limit or exclude the liability of either Party for:
- (a) death or personal injury resulting from negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) the indemnities given in this clause 12

13 TERMINATION AND SUSPENSION OF REFERRALS

- 13(a)** This Contract may be terminated prior to the Expiry Date in the following circumstances:-
- 13(a)(i)** by either the Council or the Service Provider upon giving 2 months' Notice in Writing to the other Party
 - 13(a)(ii)** by the Council giving the Service Provider written notice to terminate if, in the reasonable opinion of the Council as a result of any investigations undertaken in accordance with its safeguarding procedures, it considers there is or has been any improper conduct on the part of the Service Provider or its Staff to the effect that it is no longer practicable for the Council to maintain a satisfactory or viable relationship with the Service Provider. Improper conduct includes any unlawful or fraudulent act or any action which the Council considers to be to the detriment of the welfare of any Service User either by action or neglect.
 - 13(a)(iii)** in accordance with clause 10 (Breach) or Clause 11 (Prevention of Bribery)
 - 13(a)(iv)** if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative

receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days

- 13(a)(v)** the Service Provider ceases to carry on its business or substantially the whole of its business
- 13(a)(vi)** the other Party commits a series of minor breaches which, when taken together, amount to a material breach;
- 13(a)(vii)** either Party commits a material breach of this Contract which cannot be remedied under any circumstances
- 13(a)(viii)** The Council may terminate this Contract forthwith by notice where the Service Provider commits a material breach as a result of a failure to comply with a non-compliance notice issued in accordance with clause 10.
- 13(b)** In the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 4 (Payment) will cease no further Payments will be made and the Service Provider shall repay to the Council all (if any) of the Payments already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met)
- 13(c)** Without prejudice to the generality of the foregoing the Council reserves the right to suspend referrals to the Service where in the reasonable opinion of the Council there is any improper conduct on the part of the Service Provider or its Staff and this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / clawback of part of the Payment consistent with the reduction in Service. Improper conduct includes any action which the Council may reasonably consider to be to the detriment of the welfare of Service Users either by action or neglect including but not limited to:
 - 13(c)(i)** Fraud or theft from Service Users
 - 13(c)(ii)** Neglect of Service Users
 - 13(c)(iii)** Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse
 - 13(c)(iv)** Financial malpractice
 - 13(c)(v)** Sexual relationships between Staff and Service Users
 - 13(c)(vi)** Racial harassment
 - 13(c)(vii)** Loss of registration with Regulatory Bodies
 - 13(c)(viii)** Under investigation by the Council
- 13(d)** In the event that the Contract is terminated pursuant to Clause 10(Breach) or 11 (Prevention of Bribery) above or this Clause 13 (Termination) the Council shall:
 - 13(d) (i)** cease to be under any obligation to make further Payment until the cost loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider;
 - 13(d) (ii)** be entitled to make other arrangements and if necessary pay other persons to provide the Service
 - 13(d)(iii)** be entitled to deduct from any sum or sums which would have been due from the Council to the Service Provider under this Contract or be entitled to recover the same from the Service Provider as a debt any loss or damage to the Council resulting from or arising out of the

termination of this Contract and further such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating this Contract and in making alternative arrangements for the provision of the Service provided that the Council will be under a duty to take all reasonable action to mitigate the loss or damage pursuant to this clause.

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

14 CONSEQUENCES OF TERMINATION

14(a) Other than as set out in this Contract, neither Party shall have any further obligations to the other under this Contract after its termination

14(b) Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract shall remain in full force and effect

14(c) Termination of this Contract for any reason, shall not affect the accrued rights, remedies obligations or liabilities of the Parties existing at termination

14(d) Notwithstanding its obligations in this clause 14 if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.

14 (e) upon termination of this Contract for any reason, the Service Provider shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all information and any other property of the Council which are in the possession or control of the Service Provider or the Service Provider's Staff or Sub-Contractors at the date of termination.

15 DISPUTES

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

15(a)(i) in the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the Authorised Officer and the Service Provider's Representative shall use their reasonable endeavours to resolve the dispute

15(b) If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive and the Service Provider's Director with notice of the dispute and they shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

15(c) If the dispute cannot be resolved in accordance with the preceding sub-clause then it shall be referred to a single arbitrator to be agreed between the Parties and failing such agreement within 14 days of the request of one Party to the others in writing that the matter be referred to arbitration such reference shall be to a single arbitrator appointed for that purpose on the written request of either party by the President for the time being of the Law Society of England and Wales and any reference to arbitration under this clause shall be deemed to be a reference to arbitration within the meaning of the relevant Arbitration Acts and it is further agreed that if any matter is referred to arbitration then each Party will bear its own costs of such referral

16 ASSIGNMENT AND SUB-CONTRACTING

16(a) Neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other Party

- 16(b)** Any consent required under Clause 16(a) must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 16(c)** The Service Provider will not, without the written consent of the Council, subcontract its right or obligations under this Contract nor allow Services to be provided other than through the Service Provider's Staff and using its own equipment.
- 16(d)** In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 16(e)** In the event that either Party wishes to assign its rights and obligations under this Contract, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Contract.
- 16(f)** The Service Provider must notify the Council if:
- 16(f)(i)** there is a change in the control of the majority of the shares in or the voting rights amongst shareholders or members of the Service Provider's organisation
 - 16(f)(ii)** it merges with another organisation
 - 16(f)(iii)** it transfers its engagements to another organisation
 - 16(f)(iv)** it in any way transfers its business to another organisation
 - 16(f)(v)** as a result of any misconduct or mismanagement on the part of the Service Provider or a Regulatory Bodies directing an inquiry into or making an order of any kind in relation to the Service Provider's affairs; or
 - 16(f)(vi)** any registration which the Service Provider must maintain in order to provide any of the Service is withdrawn or cancelled or is threatened to be withdrawn or cancelled
- 16(g)** The Council reserves the right to share any information with any Regulatory Bodies about the Service Provider, Service Provider Staff or Service Users regarding the provision of the Service to investigate and safeguard the well-being of Service Users
- 16(h)** Not Used
- 16(i)** If the Council does give consent to subcontract the carrying out of the Service Provider's obligations under this Contract the Council can subsequently withdraw its consent provided that it acts reasonably in doing so and gives reasonable notice. The Service Provider will be required to terminate the subcontract in these circumstances.
- 16(j)** In the event that consent is given by the Council it will not relieve the Service Provider of its obligations under this Contract and the Service Provider will remain responsible for the acts, defaults and neglect of any Sub Contractor or any employee agent of each Sub Contractor as if they were the acts defaults and neglect of the Service Provider. If consent is given to subcontract any part of the Service the Service Provider will ensure that the Sub Contractor agrees with the Council that it will carry out the obligations to the standard required of the Service Provider under the terms of this Contract

17 FORCE MAJEURE

- 17(a)** Neither the Council nor the Service Provider shall be in breach of this Contract nor liable for any failure or delay in performing their obligations under this Contract where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

17(a)1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except

where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

- 17(a)2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.
- 17(b) If a Party is subject to a Force Majeure Event it shall not be in breach of this Contract provided that:-
- 17(b)1 it promptly notified the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
- 17(b)2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible
- in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.
- 17 (c) Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Contract and by law):-
- 17(c)1 any costs arising from that delay will be borne by the Party incurring the same; and
- 17(c)2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

18 WAIVER

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

19 SEVERANCE

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

20 STATUTORY DUTIES

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

21 GOVERNING LAW

It is the responsibility of the Service Provider to comply with all relevant European and English legislation. This Contract shall be governed by and construed in

accordance with English Law and the Parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts.

22 CONFLICT OF TERMS

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

23 RIGHTS OF THIRD PARTIES

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

24 REMEDIES CUMULATIVE

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

25 COUNCIL'S FUNCTION AS A LOCAL AUTHORITY

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

26 CONCLUSION OF CONTRACT

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

27 SUSTAINABILITY - NOT USED

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

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

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

28(c) The Service Provider shall :

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

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

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

28(c)(iv) ensure that any Subcontractor also complies with the provisions detailed above

28(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information

is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.

- 28(e)** In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 28(f)** The Service Provider acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Service Provider or the Services:
- 28(f)(i)** in certain circumstances without consulting the Service Provider; or
- 28(f)(ii)** following consultation with the Service Provider and having taken their views into account; provided always that where sub-clause 28(f)(i) above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.
- 28(g)** The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by Law or professional practice or in relation to the Contract is retained for disclosure for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 28(h)** The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Contract or otherwise relating to any other party.

29 CONFIDENTIALITY

- 29(a)** The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Contract and any other information which the Council may from time to time determine as relevant to this Contract and shall not use divulge or communicate the same to any third party without the consent in writing of the Council.
- 29(b)** The Service Provider shall at all times keep confidential all information held or known in respect of its past or present Service Users.
- 29(c)** NOT USED
- 29(d)** Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
- 29(d)(i)** treat the other Party's Confidential Information as confidential; and
- 29(d)(ii)** not disclose the other Party's Confidential Information to any other person without the owner's prior written consent
- 29(e)** Clause 29(d) shall not apply to the extent that:
- 29(e)(i)** such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information
- 29(e)(ii)** such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner

- 29(e)(iii)** such information was obtained from a third party without obligation of confidentiality
 - 29(e)(iv)** such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract
 - 29(e)(v)** it is independently developed without access to the other party's Confidential Information.
 - 29(f)** The Service Provider may only disclose the Council's Confidential Information to the Service Provider's Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Service Provider's Staff are aware of and shall comply with these obligations as to confidentiality.
 - 29(g)** The Service Provider shall not, and shall procure that the Service Provider's Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.
 - 29(h)** The Service Provider shall ensure that its Staff, employees and agents are aware of and comply with Clause 32 and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by the Service Provider, its Staff or agents.
 - 29(i)** The Service Provider shall ensure that its Staff and agents are aware of and comply with Schedule 5 Service Standards and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
 - 29(j)** The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
 - 29(j)(i)** only use the Confidential Information for the purposes of this Contract
 - 29(j)(ii)** not disclose any of the Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse
 - 29(j)(iii)** not use the Confidential Information for the solicitation of business from the Council
 - 29(k)** Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
 - 29(k)(i)** to any consultant, contractor or other person engaged by the Council
 - 29(k)(ii)** for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
 - 29(l)** The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.
 - 29(m)** The provisions of this Clause shall survive the expiration or termination of this Contract.
- 30** **CONTRACT STATUS AND TRANSPARENCY**
- 30(a)** Further to the Local Government Transparency Code 2015 the Council is obliged to publish details of expenditure exceeding £500. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
 - 30(b)** Notwithstanding any other term of this Contract, the Service Provider hereby gives his consent for the Council to publish this Contract in its entirety,

including from time to time agreed changes to the Contract, to the general public.

30(c) The Council may consult with the Service Provider to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.

30(d) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Contract and any tender Submission.

31 **DATA PROTECTION**

31(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 31 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

31(b) where there is any conflict, ambiguity or inconsistency between this clause (including any associated definitions) and the remainder of this Contract, this clause 31 shall take precedence.

31(c) The Parties acknowledge that in respect of the Personal Information identified in Schedule 7 only, for the purposes of the Data Protection Legislation and for the remainder of this clause 31 where the context so admits, the Council is the Data Controller and the Service Provider is the Data Processor unless otherwise specified in Schedule 7. The only processing that the Data Processor is authorised to do in respect of such Personal Information is as listed in Schedule 7 by the Data Controller and may not be determined by the Data Processor. The provisions of clause 31(e) to 31(p) shall apply to this relationship.

31(d) The Parties acknowledge that the Service Provider shall have access to and will process Personal Data for the purpose of the provision of the Services and whilst the Parties acknowledge that the Data Protection Legislation will ultimately determine the status of the Parties under the legislation, following an assessment of their respective roles under this Contract the Parties agree that, with the exception of the Personal Data identified in Schedule 7, the Service Provider is not processing Personal Data on behalf of the Council but is a Data Controller in its own right in respect of the Personal Data which it processes pursuant to the terms of this Contract. The Parties consider their relationship in respect of any Personal Information not identified in Schedule 7 to be that of 'controller to controller' and will comply with the obligations of a Data Controller under the Data Protection Legislation and where the Parties share Personal Data as controllers it shall be undertaken in accordance with clause 31(r) to 31 (t) below.

Data Processor's Obligations

31(e) The Data Processor shall notify the Data Controller immediately if it considers that any of the Data Controller's instructions infringe the Data Protection Legislation.

31(f) The Data Processor shall provide all reasonable assistance to the Data Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Data Controller, include:

(i) a systematic description of the envisaged processing operations and the purpose of the processing;

(ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(iii) an assessment of the risks to the rights and freedoms of Data Subjects; and

(iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal

Data.

- 31(g)** The Data Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (i) process that Personal Data only in accordance with Schedule 7 unless the Data 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;
 - (ii) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Data Controller may reasonably reject (but failure to reject shall not amount to approval by the Data Controller of the adequacy of the Protective Measures), having taken account of the
 - (a) the nature of the data to be protected;
 - (b) the harm that might result from a Data Loss Event;
 - (c) the state of technological development; and
 - (d) the cost of implementing any measures;
 - (iii) ensure that :
 - (a) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 7);
 - (b) 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:
 - (b)(i) are aware of and comply with the Data Processor's duties under this clause;
 - (b)(ii) are subject to appropriate confidentiality undertakings with the Data Processor or any Sub-processor;
 - (b)(iii) 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 Contract; and
 - (b)(iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (b)(v) are obliged to keep the Personal Data confidential; and
 - (b)(vi) shall not store any Personal Data on any portable device or media unless that device is encrypted; and
 - (iv) 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:
 - (a) 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;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) 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
 - (d) 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;
 - (v) 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

Contract unless the Data Processor is required by Law to retain the Personal Data.

- 31(h)** Subject to clause 31(i), the Data Processor shall notify the Data Controller immediately if it:
- (i) receives a Data Subject Request (or purported Data Subject Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (v) 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
 - (vi) becomes aware of a Data Loss Event.
- 31(i)** The Data Processor's obligation to notify under clause 31(h) shall include the provision of further information to the Data Controller in phases, as details become available.
- 31(j)** 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 31(h) (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.
- 31(k)** 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.
- 31(l)** The Data Processor shall allow for audits of its Data Processing activity by the Data Controller or the Data Controller's designated auditor.
- 31(m)** Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 31(n)** Before allowing any Sub-processor to process any Personal Data related to this Contract, 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 31(n) 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.
- 31(o)** The Data Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 31(p)** 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 Contract).
- 31(q)** 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 Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Controller to Controller Data Sharing

- 31(r)** Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Personal Data, as more particularly identified in Schedule 7A, to be shared between the Parties under this Contract ("the Shared Personal Data") which has been collected by the Data Discloser for the purposes set out in Schedule 7A ("the Agreed Purposes").
- 31(s).** Each party shall:
- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the permitted recipients identified in Schedule 7A ("the Permitted Recipients") for the Agreed Purposes;
 - (b) give full information to any Data Subject whose Personal Data may be processed under this Agreement of the nature such processing;
 - (c) process the Shared Personal Data only for the Agreed Purposes;
 - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
 - (f) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
 - (g) not transfer any personal data received from the Data Discloser outside the EU unless in compliance with the provisions of clause 31(g)(iv) above:
- 31(t)** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- (a) consult with the other party about any notices given to Data Subjects in relation to the Shared Personal Data;
 - (b) promptly inform the other party about the receipt of any Data Subject Request;
 - (c) provide the other party with reasonable assistance in complying with any Data Subject Request;
 - (d) not disclose or release any Shared Personal Data in response to a Data Subject Request without first consulting the other party wherever possible;

- (e) assist the other party, at the cost of the other party, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data; and
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the other party or the other party's designated auditor.

32. PROTECTION OF PERSONAL DATA – NOT USED

33 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

33(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:

33(a)(i) to review the integrity, confidentiality and security of the Council Data;

33(a)(ii) to review the Service Provider's compliance with the Data Protection Legislation and 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;

33(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.

33(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:

33(c)(i) All information requested by the Council within the permitted scope of the audit;

33(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;

33(c)(iii) Access to Service Provider Personnel

33(d) The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Services.

33(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.

33(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.

33(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.

34 EMERGENCY PLANNING

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

35 SAFEGUARDING

- 35(a)** The Parties acknowledge that the Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 35 (b)** The Service Provider shall:
- 35(b)(i)** ensure that all individuals engaged in the provision of the Services, and prior to commencing the provision of the Service, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list; and
- 35(b)(ii)** monitor the level and validity of the checks under this clause 35(b) for each member of staff.
- 35(c)** 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.
- 35(d)** 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 35 have been met.
- 35(e)** 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.
- 35(f)** The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.
- 35(g)** Where the Service Specification specifies that the Service or activity to be provided under this Contract involves a Regulated Activity, or the Council otherwise notifies the Service Provider, acting reasonably, that the Service Provider's Staff are required to be subject to a Disclosure and Barring Service check, the Service Provider shall comply with clause 35(b) above..
- 35(h)** The Service Provider shall ensure that all policies required by the Council are implemented in respect of the Services.
- 35(i)** The Service Provider shall in addition to clauses 35 (a)-(g) above comply with the requirements set out in Schedule 6 (Safeguarding) to this Contract

36 EQUALITIES

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

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

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

37 COMPLAINTS

- 37(a)** The Service Provider shall operate a complaints procedure in respect of any services or works provided under this Contract to deal with any complaint received about the standard of the Services or the manner in which any Services have been supplied or work has been performed or any other matter connected with the performance of the Service Provider's obligations under this Contract ("the Complaints Procedure"). For the avoidance of doubt any complaint or issue that the Council has in respect of the Service Provider's performance of this Contract shall be dealt with in accordance with the remainder of this Contract.
- 37(b)** The Service Provider's Complaints Procedure shall comply with applicable Law and the requirements of any regulatory body to which the Service Provider is subject or which are applicable to the Services being provided (including any change in such requirements) and shall meet the following minimum standards:
 - 37(b)i** is easy for complainants to access and understand
 - 37(b)ii** clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;
 - 37(b)iii** provides confidential record keeping to protect employees under this Contract and the complainant
 - 37(b)iv** provides information to the Service Provider's management so that services can be improved
 - 37(b)v** provides effective and suitable remedies
 - 37(b)vi** is regularly monitored and audited and which takes account of complainant and Council feedback
- 37(c)** The Service Provider shall inform any users of the services or works provided under this Contract of the existence of the complaints procedure and how to access it and will make its Complaints Procedure available on request.
- 37(d)** The Service Provider shall investigate and deal with any complaints it receives about the Services whether direct from the public or Services Users, or referred to it by the Council, in accordance with its published complaints

procedure.

37(e) The Service Provider shall ensure that:

- 37(e)i** it promptly, and within a maximum of 10 days of receiving the complaint, notifies the complainant that the Service Provider is dealing with the complaint
- 37(e)ii** under no circumstances is a complaint investigated by a member of its staff employed under this Contract who may be part of the complaint.
- 37(e)iii** someone who is independent of the matter complained of carries out the investigation
- 37(e)iv** the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Service Provider's investigations
- 37(e)v** it deals with the complaint fully, expeditiously and fairly and shall use its reasonable endeavours to resolve the complaint within 21 Working Days of receiving the complaint
- 37(e)vi** where a complaint is received by the Service Provider relating to the policy or decisions of the Council rather than the Service Provider delivery of its obligations under this Contract, the Service Provider shall promptly, and within two Working Days, refer the complaint to the Council for investigation.

37(f) The Service Provider shall ensure that all its employees and persons employed under this Contract are made aware of its Complaints Procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint

37(g) 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 within 5 Working Days of being requested or at 12 monthly intervals in any event.

37(h) Where the Council is investigating a complaint the Service Provider is required to participate fully in all investigations within the timescales requested by the Council.

37(i) The Service Provider should note that if a complaint is made to the Council by a third party relating to the services or works provided, 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 such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Service Provider the Service Provider shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

38 PUBLIC INTEREST DISCLOSURE ('Whistleblowing')

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

39 PROJECT MATERIALS NOT USED

40 TUPE (Not Used)

41. ENTIRE AGREEMENT

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

SCHEDULE 1 : THE SPECIFICATION

SERVICE SPECIFICATIONS

Service Specification No.	PMCV017
Service	Drug and Alcohol Inpatient Medically Assisted Withdrawal
Authority Lead	Jayne Randall. Drug and Alcohol Strategic Commissioning Lead
Provider Lead	
Period	1 Jan 2021 – 31 December 2024
Date of Review	Quarterly

1. Population Needs

1.1 National Policy and Local Context

Underpinning local drug and alcohol services in Shropshire is the priorities and ambitions of the National Drug Strategy 2017, and the Governments Alcohol Strategy 2012, to move people from a state of dependency to that of sustainable recovery that goes beyond treatment to encompass wider factors and the broader determinants of health and well-being, including housing, training, education and employment. Reducing drug and alcohol related harm is a priority for the Shropshire Safeguarding Community Partnership

The local treatment system provides the first step in which people can start their recovery and improve their overall health and well-being. Using a person centred approach, the local treatment system provides a range of psychosocial and pharmacological interventions to prevent harm and support recovery. As part of this system, the inpatient assisted withdrawal service will support the needs of those people who have been assessed a requiring a medically assisted withdrawal or stabilisation, and whose needs are not able to be managed in the community.

The Service will contribute to the delivery of the Public Health Outcomes Framework to increase life expectancy and reduce health inequalities through the successful completion of drug and alcohol treatment.

As part of its drive to transform public services the Council is committed to achieving social value outcomes through maximising the social, economic and or environmental impact of all its procurement activity in line with the Public Service (Social Value) Act 2012. Accordingly it is expected delivery of this specification will contribute to providing social value benefits to individuals, families and the wider community.

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

1.2 Local Need

Drug and Alcohol Prevalence Rates

The administrative county of Shropshire has one of the lowest prevalence rates of problem drug users in the West Midlands when compared against other Local Authorities in the region and is comparable with other rural counties such as Warwickshire, Worcestershire and Staffordshire.

Although rates are low the levels of complexity, pockets of entrenched behaviour, transport issues and limited opportunities within some market towns bring a number of challenges to service delivery. Many of the issues encountered are connected to historic relationships between Service Users, the family and extended family networks including intergenerational substance misuse.

Since 2013 there has been a dramatic fall in the number of people accessing alcohol treatment, there is ongoing work to improve this, with projects to improve dual diagnosis and hospital referral pathways.

The local prevalence estimate based on the most recent figures available (2018-2019) is shown in Table 1 below

Table 1: Prevalence rates for Shropshire 2018/2019

Type	Prevalence	Penetration Rate
OCU	1353	49%
Opiate	1135	55%
Crack	689	45%
Alcohol	2815	26%

Source: PHE Commissioning Pack 2019

Treatment Overview Numbers in treatment

Table 2 below illustrates the number of people in treatment during 2018/2019

Table 2 Numbers in Treatment

Substance	Number in treatment
Drugs (includes opiates, non-opiates and crack cocaine)	920
All alcohol clients	862
Alcohol only	556

Source: PHE Commissioning Pack 2019

In 2018 /2019 new presentations accounted for 63% of the alcohol treatment population compared to 38% of new presentations for drug treatment.

12% of people in treatment for alcohol dependency had consumed 1000 units or more of alcohol in the 28 days prior to entering treatment.

Around 23% of people in treatment live with children.

9% of the drug treatment population have an over the counter or prescribed medication dependency.

The proportion of people consuming 800 or more units in the preceding 28 days before treatment has remained fairly stable over the last couple of years as Table 3 below illustrates.

Table 3: Number of people consuming 800 or more units of alcohol in the 28 days before treatment

	2017/2018		2018/2019	
	Male	Female	Male	Female
Number	70	32	70	28

Source: PHE Commissioning Pack 2019

Since 2017 the number of people accessing inpatient assisted withdrawal has decreased, with a

significant decrease in the last year Table 4. At the same time the community provider is tasked with increasing the number of people in treatment for alcohol dependency. Not all service users will require an inpatient response, however, it is predicted numbers are likely to increase.

Table 4 Inpatient Activity

Inpatient Activity

	2017-2018	2018 -2019	2019-2020
Number of people receiving inpatient assisted withdrawal	106	90	50

Source: Local Data

2. Key Service Outcomes

2.1

To provide inpatient medically managed or medically supervised assisted withdrawal based on need and determined through the community drug and alcohol service the Shropshire Recovery Partnership as part of a pathway to support recovery from dependence and successful completion of treatment.

The Service will contribute to the following Public Health Outcomes Framework (PHOF) domain **Health Improvement:**

Drug and alcohol treatment completion and drug misuse deaths.

- 2.15i Successful completion of drug treatment – opiate users.
- 2.15ii Successful completion of drug treatment – non-opiates
- 2.15iii Successful completion of alcohol treatment
- 2.15iv Deaths from Drug misuse

In addition the service will deliver and contribute to the following outcomes:

- Successful completion of inpatient assisted withdrawal.
- Improve health and well-being.

3. Scope

3.1 Aims and objectives of service

This Service will be provided as part of a treatment system pathway for Service Users resident within the administrative county of Shropshire with the specific aim

- To increase successful completion of drug and alcohol treatment and reduce representation rates.
- To improve the health and psychosocial functioning.
- To provide an accessible and flexible service that offers choice for Service Users and their families and is able to respond to changing needs during the course of the treatment.
- To provide pre-admission preparation in partnership with community service.
- To provide a robust clinical governance framework.
- To reduce relapse by proactive prevention support.
- To encourage Service User and carer involvement in the development of Services.
- To promote mutual aid.
- To provide services that respect the requirements of Service Users with regards to gender; age; ethnicity and/or sexuality.
- To work in partnership with the community drug and alcohol treatment service and other relevant partner agencies to ensure there is appropriate care coordination of drug and alcohol

users within the treatment system.

- To provide a service focused on recovery.
- To provide interventions that promote and facilitate reductions in harm to self and communities
- To ensure effective partnership working with all partners, statutory and non-statutory
- To recognise the importance of engagement and create a positive culture between clinicians and Service Users).
- To promote and improve the health and well-being of Service Users and their families.

The Service is based on the following principles:

- To work within national and local guidelines
- To provide standardised referral, assessment and treatment
- To ensure shared expectations by inputting to a mutually agreed care plan with clients
- To treat clients as individuals and accord them respect
- To empower clients to make informed choices
- To provide a confidential service
- To ensure that records are securely stored.
- Service provision will commence within 21 days of referral, unless there is a specific requirement, by the referrer that the service commence at a later date to suit the needs of the Service User

3.2 Service description/pathway

Service Delivery Model

The Service Provider will provide inpatient medically managed assisted withdrawal to those Service Users who have expressed a choice to become abstinent from drugs and/or alcohol and who have been assessed as requiring a high level of medical or nursing support need due their complex needs.

Occasional provision of stabilisation may also be required, where this cannot be effectively managed within the community.

Service Activity

The Service Provider will provide a programme of evidence based care to support assisted withdrawal and continued sustained abstinence. As a minimum this will include:

a) Information, Advice and Preparation

Detailed information to Service Users prior to entry on the withdrawal process and its associated risks and as a minimum should include

- I. The physical and psychological aspects of withdrawal, including duration and intensity of symptoms. For opioid users the loss of tolerance and increase risk of overdose and death following withdrawal.
- II. The importance of continued support, including psychosocial, appropriate pharmacological interventions and mutual aid to reduce the risk of relapse, sustain recover and promote health and well-being.
- III. The importance during this period of change of addressing wider health needs such as BBVs, respiratory and cardiovascular health and well-being.
- IV. Lifestyle advice on nutrition and the importance of a balanced diet, sleep and regular exercise.
- V. Training in the recognition and management of opioid detox and the provision of a take home naloxone kit should be part of preparation for assisted withdrawal from opioids where this has not been completed in the community.

b) Assessment

On entry to the IDU Service Users should be clinically assessed to establish:

- I. Presence of substances and severity of dependence;
- II. Clinical signs of withdrawal
- III. History of drug and /or alcohol use including previous experience with assisted withdrawal.
- IV. Review of current and previous physical and mental health, blood borne virus and immunisation status and referral to outside agencies for future care where indicated.

c) Pharmacological Interventions

All pharmacological interventions should meet the needs of the Service Users and adhere to NICE guidance and the Orange book Clinical Guidelines for the Management of Drug Misuse.

d) Psychosocial Interventions

The Service Provider will provide therapeutic and evidence based psychosocial interventions and psychological therapies in accordance with NICE guidelines and best practice through one to one and group work sessions. The therapies should support the Service User to develop a range of coping strategies to maintain abstinence and sustain recovery Where there is dual diagnosis, care should be taken to liaise and communicate with the relevant community mental health team and /or to make a suitable referral in conjunction with the community service, for support in the future if these are not in place on admission.

e) Other (to be negotiated as part of contract)

f) Discharge Planning

To support sustainable recovery:

- I. The Service Provider will ensure there is an integrated working arrangement with the local community service (Shropshire Recovery Partnership), GP and other services as appropriate to support transition back into the community.
- II. The Service Provider, together with the Service User and community provider, will agree the ongoing recovery plan to support sustainable recovery following discharge.
- III. The Service Provider will assess risk on discharge and inform the community team
- IV. The Service Provider will provide relapse prevention for all Service Users, and advice and training on the management of opioid overdose and a take home naloxone kit for opioid users, prior to discharge.
- V. The Service Provider will support the Service User to link into local peer support and mutual aid groups once back in the community.
- VI. The Service Provider will provide ongoing relapse medication for up to 14 days following discharge

g) Unplanned Discharge

In the majority of cases Service Users will complete their treatment and return to the community under an agreed recovery plan. In whatever circumstance where treatment is not completed the Service Provider should:

- I. Undertake a risk assessment and inform local service of the unplanned discharge.
- II. Advise the Service User on risks, particularly low tolerance to opioids.
- III. Having been provided with the information about the risk of overdose, opioid users should be supplied with a take home naloxone kit to reduce the risk of heightened vulnerability to overdose following an unplanned discharge
- IV. Support the Service User's return to the community and a place of safety.

h) Clinical Governance

Clinical governance will be in place to support the delivery of safe, effective, patient centred care and services. This will include identified clinical leadership who will be responsible for clinical

activity. Within the framework of clinical governance the Service Provider will have clear protocols and processes for:

- Risk management
- Emergency and contingency planning
- Clinical effectiveness and quality improvement.
- Health, well-being and care experience.
- Equality and diversity.
- Quality assurance
- Information governance
- Monitoring.

i) Workforce

It is expected that there will be the correct Staff/ Service User ratio to deliver an effective service and that all Staff will be the correct mix of clinical and other professional staff, working within safe and robust clinical governance protocols, which can help to offer better and more cost effective provision.

All Staff must be competent to deliver a quality recovery focused service. Staff need to be competent and able to demonstrate they are appropriately qualified to undertake the roles they do. It is expected that to be able to achieve this, the Service Provider will ensure:

- All Staff are appropriately qualified to undertake their role and provision is in place for training updates where necessary.
- To maintain quality of delivery and good practice all employees should have in place an individual personal development plan, which is reviewed every 12 months.
- Staff attend appropriate education and training programmes to maintain their level of competency and comply with their professional body requirements.
- All Staff have the relevant professional qualifications and operate within their scope of competency, their professional body's standards, regulations and codes of conduct.
- All Staff undergo an induction process.
- Workforce and Training Plans are in place relevant to substance misuse that is reviewed and amended annually.
- An appropriate skill mix is in place, or plans in place to improve the skill mix.
- Professional leadership is provided.
- An appropriate management structure is in place that supports service delivery and development.
- Staff work to their employing organisational policies.

The Service Provider will be responsible for ensuring all Staff professional registrations are maintained

The Service Provider will have in place appropriate Human Resource policies to manage short and long term absences, discipline and capability policies.

TUPE is unlikely to apply but bidders should satisfy themselves over any particular application of the regulations.

j) Local Training Requirements

Any training as directed by local safeguarding procedures.

3.3 Population covered

Inpatient assisted withdrawal shall be available to any person with an illegal drug or/and alcohol dependency aged 18 years or over who lives within the administrative area of the Council and have been assessed as in need of the Service because of severe comorbid physical or mental health problems, or who need a concurrent withdrawal intervention.

3.4 Any acceptance and exclusion criteria and thresholds

3.4.1 a) Any adult assessed by the Shropshire Recovery Partnership in need of inpatient assisted withdrawal who:

- Have not benefited from previous community assisted withdrawals
- Need medical or nursing care because of significant comorbid physical or mental health.
- Require complex poly drug detoxification
- Who drink over 30 units of alcohol a day
- Have a score of 30 or more on the Severe Alcohol Dependency Questionnaire (SADQ)
- Have history of epilepsy or experience of withdrawal related seizures or deliriums during community assisted withdrawals
- Are experiencing significant social problems that would limit benefit of a community based programme.

b) Who drink between 15 – 20 units a day and meet one or more of the following criteria

- Significant psychiatric or physical co-morbidities
- Significant learning disability or cognitive impairment
- Older Service Users with no home support

c) Exclusion Criteria

- Children (under 18 yrs)
- Individuals who may meet the criteria for admission to the Service but whose behaviour would increase the vulnerability of the other Service Users who are accessing the Service. In such circumstances, where admission is still required, communication will take place with all parties to agree access and accept the consequential impact.
- Non-residents of the administrative area of the Council
- Referrals from sources other than the Shropshire Recovery Partnership (SRP)
- Individuals who do not have a SRP recovery worker

3.5 Interdependencies with other services

The Service Provider will receive referrals from Shropshire Recovery Partnership and agree admission date following medical assessment

The Service Provider is also responsible for informing the Council of any serious or untoward incidents.

4. Applicable Service Standards

4.1 Applicable national standards e.g. NICE

Waiting times for community interventions and structured treatment should not exceed the 3 week national standards assessment should be offered within 5 working days of initial referral.

The following are the minimum required standards that the Service Provider is required to meet wherever a service schedule indicates that the function listed is part of that service.

- [NICE Alcohol-use disorders: diagnosis, assessment and management of harmful drinking \(high-risk drinking\) and alcohol dependence Clinical guideline \[CG115\]](#)
- [NICE Alcohol-use disorders: diagnosis and management of physical complications \[CG100\]](#)
- [NICE: Drug misuse in over 16s: opioid detoxification Clinical guideline \[CG52\]](#)
- [NICE: Coexisting severe mental illness and substance misuse: community health and social care services NG58](#)
- [NICE: Drug misuse in over 16s: psychosocial interventions CG51](#)

- [Care Quality Commission \(CQC\) Guidance for Providers on Meeting the Regulations Health and Social Care Act 2008 \(Regulated Activities\) Regulations 2014 \(Part 3\) \(as amended\) Care Quality Commission \(Registration\) Regulations 2009 \(Part 4\) \(as amended\) \(2015\)](#)
- [DH Drug misuse and dependence: UK guidelines on clinical management \(2017\)](#)
- QuADS (Quality in Alcohol and Drug Services): *Alcohol Concern*, 1999
- [National Treatment Agency Models of Care for Alcohol Users \(2006\)](#)
- [HSCIC Code of practice on confidential information \(2014\)](#)

The Service Provider must adhere to all current and future national standards and training requirements. It is the Service Provider's responsibility to keep staff up to date and adhere to any changes to national training requirements, guidance and service standards.

5. Location of Provider Premises

The Provider's Premises are located at:

- **TBC upon award of contract**

The Service Provider will provide easy and equitable access.

The Service will take place at the Premises specified within in this Contract.

All medicine supplies should be stored as per the manufacturer's requirements.

The Service will be designed in such a way as to not provide a direct or indirect barrier to potential or existing Service User's requirements.

Service availability and delivery information is to be made easily available and freely accessible to all individuals.

Special consideration should be in place where:

- the first language is not English,
- the Service User may have literacy or numeracy problems
- the Service User is restricted due to culture, religion, gender, age or personal circumstances which may preclude them from easily accessing the Service

6. Required Insurances

6.1 If required, insert types of insurances and levels of cover required

The Authority will require evidence of the following levels of insurance cover:

Public Liability Level of cover providing a minimum indemnity of £5,000,000 (Five Million pounds for each and every event

Professional Indemnity Level of cover providing a minimum indemnity of £7,000,000 (Seven Million Pounds)

Employers Liability Level of cover providing a minimum of £5,000,000 (Five Million Pounds)

Medical malpractice insurance providing a minimum indemnity cover of £5,000,000.00 (Five Million Pounds) for each and every event.

SCHEDULE 2

PLACEMENT AND PAYMENTS

(1) Table 1 – Placement Rates – 1 January 2021 – 31 December 2024

Service Provision	Fee payable per Placement	
Spot Purchased Beds for assisted withdrawal treatment Provision (mix of medically managed and medically supervised)	£XX ppn to include transportation of a Service User from an agreed address and back again subject to the Service User fully completing their assessed and agreed treatment course	
No of Occupied Bed days per annum	Service Provision	Fee payable
252 per annum during the Initial Term	Block assisted withdrawal treatment Provision (mix of medically managed and medically supervised)	£xxxx per bed per night

The prices/rates referred to above shall be the Agreed Prices to be paid to the Service Provider for the provision of the Services during the Initial Term and shall not be varied without the express written consent of the Council during this period.

Prices to be paid for the Services for any agreed extension period to this Contract shall be negotiated between the Parties and agreed at least one month in advance of the commencement date of an extension period

SCHEDULE 3
NOTIFICATIONS

The Service Provider will immediately notify the Council in the event of the following in relation to the Service Users in their Care

- Any fears for the safety of a Service User whilst in the Service Provider's care
- Any situation which threatens a Service User's well being, including self-harm or attempted harm
- Death of a Service User accommodated in the IDU.
- Serious illness or serious accident sustained by a Service User accommodated at the IDU
- Outbreak of any infectious disease which in the opinion of a registered medical practitioner attending Service Users at the IDU that is sufficiently serious to be so notified
- Allegation that a Service User accommodated at an IDU has committed an offence
- Serious incident necessitating calling the police to an IDU
- Any serious complaint about an IDU or Staff working there
- The suspension of any member of Staff from an IDU for reasons of criminal or safeguarding investigation

SCHEDULE 4

Performance and monitoring

ARRANGEMENTS FOR MONITORING THE SERVICE

The Service will be monitored by:

1. Representatives of the Service Provider and the Council meeting quarterly at a contract management meeting to discuss: the information as specified and provided in the tables in this Monitoring Schedule including:
 - a) an overview of the service to date
 - b) summary details of all complaints received about the Service and resulting response / action taken / outcomes
 - c) any issues of concern
 - d) liaison with health and social care professionals
 - e) feedback from Service Users regarding their views on the Service
 - Outcomes and performance management information

2. The Service Provider demonstrating that the Service provided is in accordance with the standard of care as detailed in this Specification and via the reports identified in the tables below

3. Policies, procedures and working practices appropriate to the Service detailed within this Contract being made available for inspection, during any visit arranged to monitor or review the Service.

Outcome Indicators	Threshold	Method of Measurement	Consequence of breach
Successful completion of assisted withdrawal - drugs	90%	Monthly Report	Improvement plan
Successful completion of assisted withdrawal - alcohol	90%	Monthly Report	Improvement plan
Performance Indicators			
Service users receive relapse prevention programme prior to discharge	100%	Monthly Report	Improvement Plan
No. of Occupied Bed Days used		Monthly Report	
No of incomplete assisted withdrawals		Monthly Report	
% of people	100%	Monthly Report	Improvement

successfully complete transferred back to community service			plan
Staffing levels	100% <i>(against staff levels)</i>	Monthly report	
Referrals and Admissions	Admissions within 3 weeks of referral or when suitable for the service user	Monthly Report	

SCHEDULE 5 : **SERVICE STANDARDS**

1. GUIDING PRINCIPLES FOR DELIVERY OF SERVICES

The Service Provider will provide a Service that is:

- 1.1 Inclusive – the Service Provider will seek to address and avoid ways in which Service Users are marginalised and subjected to discrimination. This includes conduct by Staff and a can-do approach, which seeks to make Service Users feel accepted and included.
- 1.2 Enabling – the Service Provider will encourage the rights of Service Users to make decisions about their own lives. This includes respect for confidentiality, fostering independence, enabling Service Users to reach their potential. . This also includes working in partnership with families /carers and significant others to achieve the same outcome.
- 1.3 Cooperative – the Service Provider will work in partnership with the key stakeholders in the Service : the commissioning organisation, the referrer, carers and significant others, Service Users, representatives from inspection or development agencies, representatives from forums representing Service Users and others, when necessary. This includes regular contract monitoring with the commissioning organisation t also includes a commitment to work with and thus develop resources in the local community, for the long term benefit of Service Users and families living in Shropshire.
- 1.4 Compliant – the Service Provider will work within the terms of this Contract, with skill, care and diligence. This includes compliance to quality standards within this Contract, all statutory provision and guidance which apply to the Service and are issued by a registration body. It is essential that all Staff that provide the Service are recruited to the Service meet the requirements of any relevant legislation (such as the Care Standards Act 2000 National Minimum Standard) and that all current Staff actively work towards these. It is essential that the Service Provider can prove that all managers can manage and are supported to achieve a Level 4 equivalent management qualification. The Service Provider will ensure that all Staff receive effective supervision, appraisal and training on a regular basis.
- 1.5 Flexible – the Service Provider shall be able to respond quickly, thoughtfully and positively to the changing needs of the Service User, key stakeholders and the wider strategic context. This principle is particularly important in the current context of further expected change: development of personalisation, changes to public services and the ongoing challenge to seek more efficient ways of working
- 1.6 Transparent – the Service Provider will produce accurate, timely and comprehensive information about their Service in clear and simple language. This includes dealing with complaints and feedback, information about income and costs of the Service. Information will be required on time and in line with Schedule 4 Performance and Monitoring.
- 1.7 Self-aware – the Service Provider will promote a culture of learning and active participation with Service Users. It includes actively seeking feedback on its own performance, strengths and weaknesses. to improve performance, efficiency and to keep its range of activities fresh and popular.
- 1.8 Accountable – The Service Provider will have a reliable, trustworthy and robust infra-structure and leadership to manage the contractual requirements which contribute to the delivery of a safe and high quality Service. This includes assessment of Service Users’ needs, risk assessment of activities, management of finance and budget, management of information (service users, activities, impact) and relationship with stakeholders, approach to

organisational policies and procedures, quality assurance and safe record keeping.

- 1.9 Good value for money – The Service Provider will make the best use of its resources and gives consideration to long-term sustainability. This includes seeking to avoid duplication, seeking best value with Subcontractors and its supply chain. This can also include seeking additional income from other sources to support the provision.

2. INFORMATION FOR SERVICE USERS

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

3. PARTICIPATION

The Service Provider will ensure that:

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

4. NOT USED

5. NOT USED

6. STAFF AND TRAINING

The Service Provider will ensure that:

- 6.1 all Staff are trained to do their job to a high standard and will access the appropriate and required training offered by the Council.
- 6.2 all Staff have clear job descriptions and person specifications and are sufficiently skilled with the required knowledge experience and training to undertake the role.
- 6.3 all Staff understand service structure, lines of accountability, policies and procedures and how their role is to be carried out and the responsibilities and outcomes for Service Users are achieved.
- 6.4 all Staff working in the Service with direct contact with Service Users undergo an enhanced search by the Disclosure and Barring Service (DBS)
- 6.5 it follows guidance issued by the DBS as to the level of disclosure required for each staff post and ensure that the code of practice for the DBS is strictly adhered to.
- 6.6 it keeps itself informed of and complies with all current legislation regarding the vetting and barring of Staff in particular the Safeguarding Vulnerable Groups Act 2006
- 6.7 the identity of all Staff will be verified prior to employment as will the authenticity of qualifications.
- 6.8 in the event of agency staff being used the Service Provider must ensure that the Agency has carried out thorough checks, including references and DBS clearance and that those staff are suitably skilled and trained to deliver the service.
- 6.9 conditions of service, salaries, taxes, National Insurance and all levies of any kind relating to the employment of persons employed by the Service Provider.
- 6.10 it notifies the Council of any of its Staff whose conduct places a Service User at risk or might bring the Council into disrepute and will ensure that they are the subject of immediate investigation by the Service Provider and dealt with

to the satisfaction of the Council which might direct that the employee be removed from activities or the provision of the Service.

7 RECORD KEEPING

- 7.1 The Service Provider's facilities for storing records such as filing cabinets must be lockable and in a secure environment. Evidence must be available that any statutory requirements relating to the premises have been complied with.
- 7.2 Information recorded in respect of each Service User will meet regulatory standards in the case of regulated Services. Non statutory Services will ensure that essential records are kept regarding the support of all Service Users including identifying data, referral and allocation documents, support plans and service commencement date and termination date.
- 7.3 A register of all Staff must be maintained which should include the following information
 - 7.3.1 name, address and telephone number
 - 7.3.2 position held and hours worked
 - 7.3.3 emergency contact - name, address and telephone number
 - 7.3.4 date of issue of identification and retrieval if appropriate
 - 7.3.5 recruitment details including references, evidence of DBS disclosure and interview
 - 7.3.6 induction and training records
 - 7.3.7 copies of training certificates and qualifications
- 7.4 Not Used
- 7.5 In accordance with Caldicott recommendations and confidentiality requirements the Service Provider will ensure that:
 - 7.5.1 Service Users are able to find out how the Service Provider deals with confidential and sensitive information about them and should be given a leaflet (or other communication relevant to their level of understanding) that clearly explains what information is kept on them and how they can access this.
 - 7.5.2 Service Users and Staff have access to their personal records in private and as quickly as possible if requested and no later than 40 days whilst considering the interest of any third party information which can only be given with the third party's permission.
 - 7.5.3 When the Service User has examined the records they are signed and dated by a member of Staff to show they have been examined and by the Service User when possible.
 - 7.5.4 Staff are required to sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.
 - 7.5.5 It has a policy document that details Staff Code of Conduct in relation to confidentiality. This document must be shared with and understood by Staff used to provide the Service and regularly updated.
 - 7.5.6 Staff induction contains training on confidentiality procedures. Staff files should evidence the date and nature of the induction on confidentiality that was given to new Staff.
 - 7.5.7 Confidential and security training needs should be assessed on an ongoing basis taking into account the role of each member of Staff used to provide the Service and this should be done annually
 - 7.5.8 Staff contracts explicitly mention confidentiality and disclosure issues
 - 7.5.9 The flows of Service User information are reviewed
 - 7.5.10 Information collections have a named owner (member of Staff) who is responsible for protecting access
 - 7.5.11 Confidential information on Service Users is safeguarded so that unauthorised people do not gain access to it.

- 7.5.12 Protocols governing the sharing of Service User information with other organisations is agreed and understood
- 7.5.13 A named individual is appointed who will have responsibility for data security
- 7.5.14 It has a programme to review typical risks regarding Service Users identifiable information
- 7.5.15 Incidents involving security breaches are anticipated and dealt with appropriately
- 7.5.16 Security issues are monitored and reported
- 7.5.17 Passwords are used to safeguard information held on computer regarding the Service
- 7.5.18 Only authorised persons have access to information and only if they need it to carry out their roles.
- 7.5.19 If it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification

SCHEDULE 6 SAFEGUARDING

In addition to the regional West Midlands Safeguarding Policy, Shropshire Council is one of the partner agencies of the Shropshire Safeguarding Community Partnership (SSCP) responsible for the safeguarding arrangements for the protection of children and adults. Shropshire safeguarding arrangements have defined procedures through the Keeping Adults Safe in Shropshire Network (KASIS) and Safeguarding Shropshire Children (SSC) aimed at all those partner agencies and private, voluntary or community sector organisations with responsibilities for adults and children living in Shropshire.

The KASIS and SSC procedures have been written so that they provide a framework for an integrated approach to safeguarding adults and children from harm. If requested by the Council, the Service Provider shall participate in the development of any local multi-agency safeguarding quality indicators and/or plan

1. To fulfill their commitment to safeguard and promote the welfare of vulnerable adults and children, all organisations that provide services for vulnerable adults and children need to have the following in place and provide evidence to the Council within 10 working days if requested to do so:
 - i) Clear priorities for safeguarding and protecting vulnerable adults and children explicitly stated in strategic policy documents and Safeguarding Policies, (without limitation) in accordance with the West Midlands Safeguarding Policy and the Shropshire Safeguarding Arrangements;
 - ii) A clear commitment by senior management to the importance of safeguarding and promoting vulnerable adult's and children's welfare;
 - iii) A clear line of accountability within the Service Provider's organisation for overseeing safeguarding and protecting vulnerable adults and children and that roles and accountability for taking action and reporting internally and in accordance with the West Midlands Safeguarding Policy, the Council's Multi Agency Adult Protection Policy and Shropshire Safeguarding Arrangements and 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 vulnerable adults and children, including safe recruitment policies and practices, including enhanced Disclosure and Barring Service (DSB) checks, for all staff, including agency staff, students and volunteers, working with vulnerable adults and children (as per the guidance of the Disclosure and Barring Service DBS).
 - v) Procedures for instigating the West Midlands Safeguarding Policy, the Council's Multi Agency Adult Protection Policy and Shropshire Safeguarding Arrangements and for dealing with allegations of abuse against members of Staff and volunteers;
 - vi) Arrangements to ensure that all Staff receive supervision and undertake training in respect of safeguarding in order to equip them to carry out their safeguarding responsibilities effectively. Refresher training must be provided at regular intervals and all Staff including temporary Staff and

volunteers who work with vulnerable adults and children must be made aware of the organisations arrangements for protecting vulnerable adults and children.

- vii) Policies to safeguard and protect vulnerable adults and children and procedures that are in accordance with the West Midlands Safeguarding Policy, the Council's Multi Agency Protection Policy and Shropshire Safeguarding Arrangements;
- viii) Their own complaints procedure for Service Users;
- ix) Arrangements to work effectively with other organisations to safeguard and promote the welfare of vulnerable adults and children, including arrangements for sharing information;
- x) A culture of listening to and engaging in dialogue with vulnerable adults and children in ways appropriate to their understanding and seeking their views and taking account of those views both in individual decisions and the establishment or development of services.
- xi) Ensuring appropriate whistle blowing procedures are in place and there is a culture that enables issues about safeguarding and protecting vulnerable adults and children to be raised. A copy of the Council's Speaking Up About Wrongdoing "Whistleblowing" Policy can be found on the Council's website at www.shropshire.gov.uk.

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

- i) Understand the risk factors and recognise individuals in need of support and/or safeguarding
- ii) Contribute to enquiries from other professionals about Service Users and their family or carers;
- iii) Liaise closely with other agencies including other health professionals
- iv) Plan and respond to the needs of Service Users and their families
- v) Contribute to planning support for children at risk of Significant Harm where children are living in households with domestic violence or parental substance misuse;
- vi) Play an active part, through the Child Protection Plan, in safeguarding children from Significant Harm;

3. The Service Provider will adhere to Shropshire's KASSB and SSCB Procedures which means that the following situations will need to be reported appropriately:

- i) Situations where Service Users or children are thought to be at risk of significant harm need to be reported to Shropshire's Public Health Service
- ii) Situations where there are safeguarding concerns about Service Provider staff or volunteers need to be reported by the Service Provider to the Authority Representative

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

5. The Service Provider shall also comply with the following regional safeguarding policies:

a) Regional Child Protection Procedures for the West Midlands
<http://westmidlands.procedures.org.uk/>

b) [West Midlands Regional Adult Safeguarding Multi-agency policies and procedures](#)

For the avoidance of doubt, where there is a conflict between the requirements of the West Midlands Safeguarding Policy and the Shropshire Saefguarding and Community Partnership Keeping Adults Safe in Shropshire Policy the terms of the West Midlands Safeguarding Policy shall take precedence

Schedule 7

Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Data Controller, who may take account of the view of the Data Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Data Controller's Data Protection Officer are: Tom Mullen email: Information.Request@Shropshire.gov.uk
2. The contact details of the Data Processor's Data Protection Officer []
3. The Data Processor shall comply with any further written instructions with respect to processing by the Data Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Data Controller and Data Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Data Controller and the Contractor is the Data Processor in accordance with Clause 31.1.
Subject matter of the processing	The processing is needed in order to ensure that the Data Processor can effectively deliver the contract to provide a service to members of the public and capture the information to upload to the National Drug Treatment Monitoring System
Duration of the processing	During the Term of this Contract
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. for the purposes of collecting data to maintain patient safety and informing the National drug Treatment Monitoring System of the level of intervention a Service User is in receipt of
Type of Personal Data	Name, address, date of birth, NI number, telephone number, medical information; work status,
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc
Plan for return and destruction of the data once the processing	data will be retained for 8 years following the expiry of this Contract and will be returned or destroyed in accordance with the Council's written instructions.,

is complete UNLESS legal requirement to preserve that type of data	
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Schedule 7A

Personal Data Sharing between Data Controllers

Further to clause 31, Personal Data may be shared between the Parties in accordance with this Schedule:

Description	Details
Agreed Purposes:	For the purpose of maintaining patient safety and informing the National Drug Treatment Monitoring System (NDTMS) of the level of intervention a Service User is in receipt of
Permitted Recipients:	the Parties to this Contract, the employees of each party, any third parties engaged to perform obligations in connection with this Contract and NDTMS
Shared Personal Data:	<p>Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:</p> <ul style="list-style-type: none"> a. Name and address of Service Users b. Date of Birth; c. gender employment status; parental status disability status details of treatment history, medication, treatment received clinical assessments substance of choice; d. Contact details <p>in respect to the following categories of Data Subject:</p> <ul style="list-style-type: none"> a. Service Users;

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

..... Director of Legal & Democratic Services

..... Legal Services Manager

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



Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 26th November 2020
My Ref: PMCV 017
Your Ref: PMCV 017

Dear Bidder

**PMCV 017 - INPATIENT MEDICALLY ASSISTED WITHDRAWAL BEDS
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT

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

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your bid. A mandatory "standstill" period is now in force; this period will end at midnight on 7th December 2020.

This award notification is also subject to you now providing copies of your relevant insurance certificates together with confirmation from your insurance brokers that:-

1. The insurance does not contain any exclusions, which would void the policy in relation to this contract.
2. Details within the insurance cover of any warranties, which need to be complied with to ensure that the cover remains in place.
3. Confirmation that there have be no erosion through claims made to the limits of indemnity.
4. Confirmation that all premiums due have been paid together with the date of renewal.

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

