

UK-Shrewsbury: Social work services with accommodation.

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Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

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

Tel. +44 1743252992, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement

Main Address: www.shropshire.gov.uk

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: No.

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

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

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Social-work-services-with-accommodation./25E4T569C9>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-title/25E4T569C9> to the abovementioned address

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

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

<http://www.delta-esourcing.com/tenders/UK-title/25E4T569C9>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: AMCV 232 - Provision of Discharge to Assess Beds and Admission Avoidance Beds in Care Homes in Shropshire

Reference Number: AMCV 232

II.1.2) Main CPV Code:

85311000 - Social work services with accommodation.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Social work services with accommodation. Shropshire Council is looking for service providers to provide Discharge to Assess and/or Hospital Admission Avoidance beds for older people in appropriately registered care homes.

Applicants may tender for approximately 5 or 10 Discharge to Assess beds and/or approximately 5 or 10 Admission Avoidance beds. Discharge to Assess bed contracts will be for either 9 months or for 20 months and will be for nursing care and/or nursing care with dementia care. Admission Avoidance beds will be for 10 months and will be for residential care. All contracts will include an option to extend for up to 3 years.

II.1.5) Estimated total value:

Value excluding VAT: 3,250,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: Yes

Tenders may be submitted for: All lots

Maximum number of lots that may be awarded to one tenderer: 2

The contracting authority reserves the right to award contracts combining the following lots or groups of lots: Not provided

II.2) Description

II.2) Description Lot No. 1

II.2.1) Title: Lot 1 - Discharge to Assess Beds

Lot No: 1

II.2.2) Additional CPV codes:

85311000 - Social work services with accommodation.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Social work services with accommodation. Shropshire Council is looking for service providers to provide Discharge to Assess and/or Hospital Admission Avoidance beds for older people in appropriately registered care homes.

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The exact configuration of each contract, in terms of number of beds and their designation, will be determined during short listing and evaluation of bids.

The Council is looking to appoint providers who:

- are located in, or within 5 miles of, Shrewsbury
- are care homes registered with CQC to provide nursing care and/or nursing care with dementia care or residential care (or who are expecting to become registered before commencement of the contract).
- can meet the nursing or residential needs, and where appropriate dementia care needs of residents
- have a track record in providing quality services within the care home that is the subject of their bid, or other local homes operated by the service provider.
- can evidence providing discharge to assess, admission avoidance or similar rehabilitation and re-ablement focussed care.
- has proven experience of working with health care professionals and other agencies
- can maximise the social and economic impact of these services

This is a notice for Social and specific services in accordance with Directive 2014/24/EU Article 74.

Accordingly the Council will follow a process based on the principles of transparency. The Council will treat all economic operators equally and in a non-discriminatory way.

The council will be looking, in relation to the delivery of this contract, for proposals from contractors that could help provide social value benefits within Shropshire where practicable and to maximise the social and economic impact of the proposed contract.

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: 2,300,000

Currency: GBP

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

Start: 04/09/2017 / End: 03/05/2019

This contract is subject to renewal: Yes

Description of renewals: up to 3 years

II.2.10) Information about variants:

Variants will be accepted: Yes

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: Not provided

II.2) Description Lot No. 2

II.2.1) Title: Lot 2 - Hospital Admission Avoidance beds

Lot No: 2

II.2.2) Additional CPV codes:

85311000 - Social work services with accommodation.

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Social work services with accommodation. Shropshire Council is looking for service providers to provide Discharge to Assess and/or Hospital Admission Avoidance beds for older people in appropriately registered care homes.

Applicants may tender for approximately 5 or 10 Discharge to Assess beds and/or approximately 5 or 10 Admission Avoidance beds. Discharge to Assess bed contracts will be for either 9 months or for 20 months and will be for nursing care and/or nursing care with dementia care. Admission Avoidance beds will be for 10 months and will be for residential care. All contracts will include an option to extend for up to 3 years.

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- can meet the nursing or residential needs, and where appropriate dementia care needs of residents
- have a track record in providing quality services within the care home that is the subject of their bid, or other local homes operated by the service provider.
- can evidence providing discharge to assess, admission avoidance or similar rehabilitation and re-ablement focussed care.
- has proven experience of working with health care professionals and other agencies
- can maximise the social and economic impact of these services

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The council will be looking, in relation to the delivery of this contract, for proposals from contractors that could help provide social value benefits within Shropshire where practicable and to maximise the social and economic impact of the proposed contract.

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: 950,000

Currency: GBP

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

Start: 04/09/2017 / End: 04/07/2018

This contract is subject to renewal: Yes

Description of renewals: up to 3 years

II.2.10) Information about variants:

Variants will be accepted: Yes

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: Not provided

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: 17/07/2017

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,
IV.2.6) Minimum time frame during which the tenderer must maintain the tender:
Duration in month(s): 3

IV.2.7) Conditions for opening of tenders:
Date: 17/07/2017
Time: 12:00
Place:
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 3 years

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

VI.3) Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

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

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Social-work-services-with-accommodation./25E4T569C9>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/25E4T569C9>

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:

Not provided

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

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

Shropshire Council

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

Tel. +44 1743252992

VI.5) Date Of Dispatch Of This Notice: 16/06/2017

personal info

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

16th June 2017

Email: procurement@shropshire.gov.uk

Dear Bidder

AMCV 232 - PROVISION OF DISCHARGE TO ASSESS BEDS AND ADMISSION AVOIDANCE BEDS IN CARE HOMES IN SHROPSHIRE

SHROPSHIRE COUNCIL

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

1. Instructions for Tendering (for completion and return)
2. Tender Response Document (for completion and return)
3. Form of Contract and specifications

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

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

Returning of Tenders

- The deadline for returning tenders is **noon on 17th July 2017**, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

European Requirements

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

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 16th June 2017 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

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

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

Other Details

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

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

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

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

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

Yours faithfully

personal info



Procurement Manager
Commissioning & Procurement
Enc



INSTRUCTIONS FOR TENDERING

**AMCV 232 - PROVISION OF
DISCHARGE TO ASSESS BEDS
AND ADMISSION AVOIDANCE
BEDS IN CARE HOMES IN
SHROPSHIRE**

Shropshire Council Instructions for tendering

Contract Description/Specification:

Shropshire Council is committed to developing and supporting a range of intermediate care services to achieve effective hospital discharge and hospital admission avoidance.

Intermediate care is a range of integrated services to:

- Prevent unnecessary acute hospital admissions
- Prevent premature admission to long term residential care
- Support timely discharge from hospital
- Promote recovery from illness and maximise independent living

Short term quality care provision in care homes is recognised as an important element of intermediate care, and to enhance current services the Council is seeking to secure

- 20 Discharge to Assess (D2A) care home beds (Pathway 3)
- 10 Hospital Admission Avoidance care home beds

Hence the Council is inviting tenders from care homes based in, or within, approximately 5 miles of Shrewsbury who are able to offer nursing beds with and without dementia care, and residential beds, from September 2017.

1.0 Contract terms

The contracts for the beds will be for a range of volumes and durations, up to Summer 2019, and with the potential to be extended to 2022. The terms, conditions and standards are contained in the enclosed sample form of contract, however these will be reviewed from time to time to ensure that the contract contains the Council's up-to-date contract clauses.

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

If the successful tenderer/s does not have relevant registration with the Care Quality Commission for homes in Shropshire, registration will be required prior to commencement of contracts.

Shropshire Council will act as Commissioning Authority for the tender process.

1.2 Service and Service User Details

Pathway 3 Discharge to Assess (D2A) and Hospital Admission Avoidance beds must offer:

- Good quality short term care provision in a care home, appropriately registered with the CQC.
- Personal care and support, required specialist care, social activities and opportunities to engage with the community and with family and friends, hotel services, and for nursing beds, 24hr medical care from a qualified nurse for older people
- Accommodation in single rooms allocated exclusively to the Council's contract
- Facilitated access for dedicated GPs and therapists

- Active support and engagement with residents to promote their rehabilitation and re-ablement as guided by relevant therapists
- Information and advice to families and residents to fully understand the philosophy of intermediate care and the temporary nature of the residents stay at the home
- Support to families, residents and practitioners to facilitate successful discharge from the care home at the end of their stay.

Service users: The majority of service users accessing beds under the contracts are expected to be over 65 and requiring residential care, nursing care, or nursing care with dementia care, in a care home setting. Some provision may be required for adults under 65 whose personal, dementia and/or nursing care needs are best met in a residential setting.

1.3 Contract volumes and types:

Contracts will be solely for D2A beds, or solely for Hospital Admission Avoidance Beds

All of the beds within the contracts will be for short term care, with duration of stay for up to 6 weeks for both D2A beds and Admission Avoidance beds.

Approximate contract volumes will as follows:

- 1 x 20 month contract for approximately 10 D2A beds - 6 nursing + 4 nursing with dementia (or 2 x 20 month contracts for 5 D2A beds – either nursing or nursing with dementia)
- 1 x 9 month contract for 10 D2A beds – 6 nursing + 4 nursing with dementia, (or 2 x 9 month contracts for 5 D2A beds).
- 1 x 10 month contract for 10 Admission Avoidance beds - residential care (or 2 x 10 month contracts for 5 beds).

The Council's preference is for contract volumes of the bed numbers set out above, however bidders may put forward different bed numbers for consideration. The council's preference will be taken into account within the tender evaluation.

Contract durations reflect current budget commitments, however each contract will carry options to extend for periods up to 3 years to reflect continued funding, should these become available, and continued demand.

Exact contract volumes will be determined by the Council to reflect the number and type of beds that bidders can offer.

1.4 Contract values:

Contract values will reflect the number of beds within each contract; bed week prices submitted; and contract term.

1.5 Bed availability:

The Council would prefer all beds within a contract to be made available from the commencement date of the contract, but will allow phased contracts, whereby a proportion of the beds are available from the commencement date and the balance of the beds are made available within 1 month of the commencement date. Payment on beds made available after the commencement date will be triggered from the date on which the bed becomes occupied.

1.5 Contract performance:

Performance of homes within the contracts will be subject to risk based and targeted monitoring.

1.6 Commencement dates:

Expected commencement date for all contracts is September 2017.

1.7 Contract Lots:

Contracts will be divided into the following lots:

Lot 1 – Discharge to Assess beds (Pathway 3)

Lot 2 – Hospital Admission Avoidance beds

Bidders are invited to bid for one (Lot 1 or Lot 2) or both lots (Lot 1 and Lot 2)

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the provision of discharge to assess beds and admission avoidance beds in care homes in Shropshire as detailed in the Tender Response Document.
- 1.2** Tenders are to be submitted in accordance with the Form of Contract provided 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 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 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 Form of Contract provided as part of this Invitation to tender 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 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, 17th July 2017**.

- 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 Tender Evaluation

- 6.1 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.

6.2 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.

7.0 Clarifications

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

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

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

7.4 All queries should be raised as soon as possible (in writing), in any event not later than **10th July 2017**.

7.5 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.

7.6 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.

8.0 Continuation of the Procurement Process

8.1 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.

8.2 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.

8.3 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.

9.0 Confidentiality

9.1 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.

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

9.3 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.

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

9.4.1 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;

9.4.2 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

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

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

9.5.1 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

9.5.2 the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

9.5.3 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

9.5.4 the Tenderer is legally required to make such a disclosure.

9.6 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.

9.7 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.

10.0 Freedom of Information

10.1 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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>

11.0 Disqualification

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

11.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach any 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

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

11.1.3 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.

11.1.4 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.

11.2 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.

11.3 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.

12.0 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.

13.0 Award of Contract

13.1 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.

13.2 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.

13.3 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.

14.0 Value of Contract

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

15.0 Acceptance

15.1 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.

15.2 The Tender documentation including, the 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.

15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being 1st September 2017.

16.0 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.

17.0 Liability of Council

17.1 The Council does not bind himself to accept the lowest or any tender.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

18.0 Attendance at Committee

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

19.0 Declaration

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Dated.....20

BETWEEN

SHROPSHIRE COUNCIL

and

XXX

FOR

BLOCK CONTRACT PURCHASE OF xxx ADMISSION AVOIDANCE BEDS AT
xxx FOR THE PROVISION OF RESIDENTIAL CARE BEDS FOR OLDER
PEOPLE

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THIS CONTRACT is made the day of 20 hereinafter called “the Contract” between

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

(2) XXX (the “Service Provider”) of XXX.
(together ‘the Parties’)

NOW IT IS AGREED as follows:

DEFINITIONS

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

Associated Person in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.

Best Value he requirement under section 3 of the Local Government Act 11999 for local authorities to secure continuous improvement.

Bribery Act the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

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

Commencement Date **XXX.**

Commercially Sensitive Information comprises the information of a commercially sensitive nature relating to the Service Provider, its intellectual property rights or its business which the Service Provider has indicated to the Council in writing that, if disclosed by the Council, would cause the Service

	Provider significant commercial disadvantage or material financial loss;
Confidential Information	all information as defined by Clause 31.
Contract	means this agreement
Contract Documents	means all of the documents annexed to, contained and referred to within this Contract
Contracts Manager	the nominated officer of the Council authorised to oversee contractual arrangements in respect of the Service.
Council Data	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Service Provider by or on behalf of the Council; or which the Service Provider is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Council is the Data Controller.
Data Subject	shall have the same meaning as set out in the Data Protection Act 1998.
Data Controller	shall have the same meaning as set out in the Data Protection Act 1998.
Data Processor	shall have the same meaning as set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, GDPR, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data

	and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner
Employment Checks	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, disclosure and barring checks and occupational health checks.
Exempt Information	any information or class of information (including but not limited to any document, report, Contract or other material containing information) relating to this Contract or otherwise relating to the Parties to this Contract which potentially falls within an exemption to FOIA (as set out therein)
Expiry date	XXX
Financial Year	the period of 12 months from and including 1st April in one year to the 31st March in the next.
First Point of Contact	the Council's office which the Council will ensure that the Service Provider has up to date telephone and email contact details for
FOIA	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in clause 28 (Freedom of Information).
FOIA notice	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
GDPR	Means the General Data Protection Regulations to be brought into effect in the UK from 25th May 2018
Information	has the meaning given under section 84 of the Freedom of Information Act 2000

Intellectual Property Rights	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
Notice	a written communication issued in accordance with Clause 9 of the Contract
Officer(s)	those officers of the Council who are authorised by the Council to perform functions in connection with this Contract
Payment Review Parties	The review of Payment as detailed in Clause 5 the Service Provider and the Council and 'Party' shall mean either one of them
Payment	the amount payable by the Council to the Service Provider in accordance with this Contract as detailed in Clause 2
Performance Indicators	The performance indicators relating to this Contract issued by the Council from time to time
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998
Prohibited Act	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

(c) committing any offence;

(i) under the Bribery Act;

(ii) under legislation creating offences concerning fraudulent acts;

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

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

Project Materials

means all reports, the Specification, documents, papers, information, data, disks, drawings, samples, patterns, in whatever form, medium or format and wherever such Project Materials are located or stored together with all copies of Project Materials

Public body

as defined in the FOIA 2000

Receiving Party

means a party to this Contract to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response

Regulatory Bodies

those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;

Registration Body

the Care Quality Commission (or any other body which supersedes it) area office for the area where the Service is located and/or any other body which has

	regulatory powers or responsibilities in respect of the Service Provider
Regulated Activity	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Regulated Activity Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
Request for Information	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
Review	means a formal review of the progress of the Services and the achievement of the Outcomes
Service	the Service as described in the Specification and Schedules of this Contract
Service Users	the persons or client group designated from time to time by the Council to receive the Service
Specification	the Specification contained in the Schedules to this Contract
Staff	all employees, agents, consultants and contractors of the Service Provider and/or of any Sub-contractor paid or unpaid;
Sub-Contract	any contract or agreement, or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof
Sub-Contractor	the third parties that enter into a Sub-Contract with the Service Provider
Term	means the period commencing on the Commencement Date and expiring on the Expiry Date

Third Party	a person (other than the Service User or the Council) who agrees to make a contribution to the cost of the Service
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive
Working Days	Monday to Friday inclusive (not including national bank holidays)
Writing	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received EXCEPT with respect to Clause 9 (Notices) of this Contract where the term "Writing" does not include facsimile transmission or electronic mail with respect to the service or receipt of Notices.

INTERPRETATIONS

- 1 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 2 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 4 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
 - i references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - ii the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

- 5 Words in the singular shall include the plural and vice versa.
- 6 A reference to one gender shall include a reference to the other genders.
- 7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 8 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 9 References to clauses are to the clauses of these terms and conditions.
- 10 Where any statement is qualified by the expression so far as the Service Provider is aware or to the Service Provider's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 11 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

WHEREAS

- (A) The Council wishes to receive a residential care service for older people
- (B) The Service Provider has the skills, background and experience in providing the Services required by the Council.
- (C) The Service Provider is willing to provide the Services as defined below and the Council is willing to appoint the Service Provider to provide the Services in accordance with the provisions of this Contract.

1 CONTRACT AND TERM

- 1(a) In consideration of the Payments the Service Provider will provide to the Service User(s) the Service set out in the Specification and this Contract must be read in association with the Assessment of Needs and where there is a conflict this Contract takes precedence
- 1(b) This Contract shall commence on the Commencement Date and shall continue until the Expiry Date subject to Clauses 10 (Breach), 11 (Prevention of Bribery) and 16 (Termination, Extension & Suspension) in accordance with the terms of this Contract.

- 1(c) In consideration of the Payment the Service Provider will allocate to the Council for their exclusive use **XXX beds**, in single rooms at the Home
- 1(d) In consideration of the Payments the Service Provider will allocate exclusively to Service Users **XXX Admission Avoidance residential care beds. [The beds will be made available on a phased based from the Commencement Date as set out within Schedule Three Payments] [To be used if applicable]**
- 1(e) The Service Provider shall immediately (normally the first working day) notify the Council once the Service Provider becomes aware that a Block Bed is to become vacant.
- 1(f) In accordance with Clause 39 (Notification) the Service Provider shall immediately (normally the first working day) notify the Council once a Block Bed becomes vacant at short notice and discuss with the Council the options for allocating another Service User a bed within this Contract
- 1(g) If the Service Provider fails to assess a potential service user within 48 hours days of receipt of that referral or rejects a referral from the Council and as a result any of the beds are not at that time occupied by such referrals then the Council may reduce the amount payable for that bed under this Contract
- 1(h) On expiry of this Contract the Service Provider will allow all Service Users occupying a Block Bed on the Expiry Date to remain at the Home and the Council will pay the Service Provider the same per week per bed rate for Service Users as paid before the Expiry Date for the relevant Financial Year without requesting or receiving any third party contributions.
- 1 (i) If a Service User is re-admitted to hospital the Council reserves the right to refer another Service User into the Service

2 PAYMENT

- 2(a) The Council will pay to the Service Provider **£XXX** per week per bed in respect of **the Admission Avoidance residential care beds/ [The beds will be made available on a phased basis from the Commencement Date with payments made accordingly as set out in Schedule Three Payments] Payment for each bed in the Contract will be triggered on occupation of the bed and shall continue to be paid from that point to**

the termination or the expiry of the contract[[**To be used if applicable**],

notwithstanding the provisions of Clause 1(g) (Contract and Term).

- 2(b) Payment will be made two weeks in advance and two weeks in arrears.
- 2(c) Payments to the Service Provider will be made through the BACS.
- 2(d) The Service Provider shall not make a charge to the Service User or any third party for the Service provided.
- 2(e) The Council reserves the right to set off against the price of the goods or services any sums owed or becoming due to the Council from the Service Provider.
- 2(f) If either Party fails to make any Payment to the other Party under this Contract within 30 days of receipt of an undisputed invoice then the Party who should make payment shall pay interest on the overdue amount at the statutory rate above the Bank of England base rate from time to time further to the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after Judgment.
- 2(g) The Council will determine each Resident's Contribution to the cost of their residential or nursing care. The Council will carry out financial assessments with all prospective Residents using CRAG (Charging for Residential Accommodation Guide) and will invoice each Resident in accordance with their assessed contribution. Under no circumstances should the Service Provider attempt to collect the Residents Contribution from the Resident. The Residents Contribution is collected by the Council.
- 2(h) For the avoidance of doubt the Council will not:
 - 2(h)(i) make Payments for any Service User residing in the Home who has not been referred by the Council.
 - 2(h)(ii) make Payments for FNC. Service Users are not expected to be eligible for FNC whilst accessing the Service and FNC should not be claimed from the CCG.
- 2(i) The Service Provider shall not be entitled to vary the Payment during the existence of this Contract unless with the prior written consent of the Council.
- 2(j) The Service Provider shall not charge, and the Council shall not be liable, for any expenses, charges, costs, fees except the Payments as set out in this Contract

- 2(k) Unless otherwise agreed in writing by the Council, the Service Provider will pay any of its appointed sub-contractors within the time period specified in the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.

3 COMPLIANCE

- 3(a) The Council undertakes to:
- 3(a)(i) make the Payments to the Service Provider in accordance with Clause 2 (Payment)
 - 3(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate.
 - 3(a)(iii) Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Service Provider by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 3(b) The Service Provider undertakes to comply with the following in the provision of the Service:
- 3(b)(i) provide the Service in accordance with the Specification and with all due diligence care and skill expected of a suitable and experienced provider of such services
 - 3(b)(ii) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
 - 3(b)(iii) [NOT USED]
 - 3(b)(iv) the Safeguarding adults: multi-agency policy and procedures for the West Midlands
 - 3(b)(v) all standards required by the Health and Social Care Act 2008 in order to maintain registration thereunder
 - 3(b)(vi) all equal opportunities legislation and anti-discriminatory practices including those identified in Clause 30 (Equalities)
 - 3(b)(vii) ensure that Staff and Subcontractors are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request
 - 3(b)(viii) the Data Protection Act 1998

- 3(b)(ix) the standard required of a local authority under the Human Rights Act 1998. The Service Provider shall protect and shall not do anything in breach of Service Users' rights under the Act.
- 3(b)(x) the principles of Best Value
- 3(b)(xi) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance
- 3(b)(xii) declare to the Council at the end of each Financial Year any amount of underspend of the Payment and return the underspend to the Council if requested to do so by the Council.
- 3(b)(xiii) The Services shall only be performed/delivered by the Service Provider unless otherwise agreed in writing between the Parties
- 3(b)(xiv) The Service Provider shall provide the Services in accordance with all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Services
- 3(b)(xv) The Service Provider shall during the Term ensure that every person employed by the Service Provider in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services
- 3(b)(xvi) before the Service Provider engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Service Provider must without limitation, complete the Employment Checks and any other checks required by the Disclosure and Barring Service.
- 3(b)(xvii) The Service Provider shall carry out its own risk assessments relevant to the Services
- 3(b)(xviii) The Service Provider shall have a written procedure for dealing with complaints about the Service in accordance with clause 38 (Complaints) hereof
- 3(b)(xix) The Service Provider agrees that where requested in writing during the term of this Agreement it will ensure that an appropriately authorised representative of the Service Provider shall attend a Committee meeting of the Council upon being invited to do so by the Council

- 3(b)(xx) To support the national agenda of Public Health England the Service Provider will engage with future public health initiatives on the promotion of physical activity for adults and older adults.
- 3(b)(xxi) In performing his obligations under this Agreement, the Service Provider shall and shall ensure that each of its sub-contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 3(c) Prior to the engagement by the Service Provider of any staff or sub-contractor engaged to provide any part of the Services where such individuals will have contact with children up to the age of eighteen years old or where the performance of the Services may involve contact with vulnerable adults (as defined in the Safeguarding Vulnerable Groups Act 2006) the Service Provider shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:
- 3(c)(i) that each person being considered for engagement be questioned as to whether he/she has any convictions; and
- 3(c)(ii) that the results of a Disclosure and Barring Service (DBS) check of the most extensive available kind is obtained in accordance with Part V of the Police Act 1997 (as amended) and that each DBS check should include a search of the list held pursuant to the Protection of Children Act 1999 where the performance of the Service may involve contact with children and/or Safeguarding Vulnerable Groups Act 2006 where the performance of the Service may involve contact with vulnerable adults.
- 3(c)(iii) that a copy of the DBS check results are notified to the Council
- 3(d) The Council reserves the right to request, on dates to be agreed, regular informal reviews of the progress of the development of the Services between the Service Provider and the Council to ensure that the Outcomes/Performance Indicators are being achieved.
- 3(e) In the event that an informal review reveals that Outcomes/Performance Indicators are not being met, a formal Review meeting may take place between the Parties upon 14 days written notice being given to the Service Provider by the Council
- 3(f) The Review meeting shall record in writing any amendments to the

Outcomes/Performance Indicator agreed between the Council and the Service Provider.

- 3(g) Where following a Review, the Council acting reasonably determines that the Service Provider has not met the Outcomes/Performance Indicators the Council may:
- 3(g)(i) serve the Service Provider with a written notice (“Notice”) within one month of the Review meeting specifying which of the Outcomes/Performance Indicators it considers that the Service Provider has not met or failed to achieve and giving the Service Provider one calendar month from the date of the Notice to remedy the failure
- 3(g)(ii) if after one calendar month from the date of the Notice the Service Provider has failed to remedy the failure specified in the Notice then this will be considered to be a breach of the terms of this Contract and the Contract may be terminated in accordance with the provisions contained in clause 16 (Termination, Extension & Suspension) herein
- 3(g)(iii) The Council shall take into account any verbal or written representations made by the Service Provider before proceeding to take any action to terminate this Contract pursuant to this clause.
- 3(h) Within twenty six weeks of the last date of delivery of the Service and prior to the Expiry Date, the Council reserves the right to request the Service Provider to prepare and deliver to the Council a satisfactory Report recording the Outcomes/Performance together with its recommendations following the delivery of the Service.
- 3(i) Should the Service Provider provide the Service to Service Users who lack the mental capacity to make particular decisions it must familiarise itself with and adhere to the Council’s Mental Capacity Act Deprivation of Liberty Safeguards Multi-Agency Guidance and Procedure.
- 3(j) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Council’s Contracts Manager and appropriate Care Manager forthwith in Writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council’s rights under clauses 10 (Breach) and 16 (Termination, Extension & Suspension).
- 3(k) The Service Provider warrants that the signing [execution] of this on its behalf has been validly authorised and the obligations expressed as being

assumed by the Service Provider under this Contract constitute valid legal and binding obligations of the Service Provider enforceable against the Service Provider in accordance with their terms.

- 3(l) The Service Provider warrants that:
- 3(l)(i) it has full capacity and authority to enter into this Contract
 - 3(l)(ii) it has obtained all necessary and required licences, consents and permits to provide the Services
 - 3(l)(iii) it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Staff to perform the Services
 - 3(l)(iv) that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions
- 3(m) The Service Provider acknowledges and confirms that:
- 3(m)(i) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;
 - 3(m)(ii) it has received all information requested by it from the Council pursuant to sub-clause 3(n)(i) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;
 - 3(m)(iii) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause 3(n)(ii);
 - 3(m)(iv) it has raised all relevant due diligence questions with the Council before the Commencement Date; and
 - 3(m)(v) it has entered into this Contract in reliance on its own diligence
 - 3(m)(vi) as at the Commencement Date, the Service Provider warrants and represents that all information contained in the Expressions of Interest remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract AND shall promptly notify the Council in writing if it becomes

aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services

- 3(m)(vii) The Service Provider shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Service Provider in accordance with sub-clause 3(n)(vi) save where such additional costs or adverse effect on performance have been caused by the Service Provider having been provided with fundamentally misleading information by or on behalf of the Council and the Service Provider could not reasonably have known that the information incorrect or misleading at the time such information was provided.

4 VARIATION

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

5 PAYMENT REVIEW [APPLICABLE ONLY TO CONTRACTS OF OVER 1 YEAR]

- 5(a) The Council will review the Payment under this Contract annually and may increase the Payments to the Service Provider accordingly.
- 5(b) The review shall be linked to the annual inflationary provision to the Council as determined by the Council's Chief Finance Officer or Officer of equal standing and reflective of any inflationary increase for Care Homes as agreed with Shropshire Partners in Care

- 5(c) Any increase in the Payment in relation to Clause 5(a) and Clause 5(b) shall be applied on the 1st of April and will relate to the Financial Year that commences on this date.
- 5(d) Should any payment review not be concluded by the 1st of April then the Payment for the preceding Financial Year shall remain in full force until such time as any revised Payment is agreed.
- 5(e) Any agreed revised Payment submitted in accordance with 5(c) above shall be back-dated to that date.
- 5(f) The Council's decision after the completion of the payment review shall be final.

6 VAT

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

7 AGENCY

- 7(a) The Service Provider is an independent contractor and nothing in this Contract shall render it an agent of the Council and the Service Provider shall not hold itself out as the Council's agent nor shall it have the power or the right to bind the Council to any obligation.
- 7(b) Under the terms of this Contract the Service Provider shall not have and shall in no way represent itself as having the power to make vary discharge or waive any by-law or regulation of any kind.

8 ACCOUNTING

- 8(a) The Service Provider will facilitate the inspection of all financial records held in connection with the Service and shall produce a copy of its annual audited accounts as soon as is reasonably practicable if requested to do so by the Council.
- 8(b) The Service Provider shall provide such financial information as the Council may reasonably require from time to time to assess the financial viability and monitor the performance of the Service Provider.
- 8(c) The Service Provider shall compile maintain and keep the information and records as required in the Specification and such information as the Council may from time to time reasonably require to enable the Council to submit any information or data required for the purposes of the Performance Indicators.

- 8(d) The Council may by Notice in Writing to the Service Provider authorise the statutory auditors of the Council or any regulatory body to which the Council is subject including but without limitation the Commissioner for Local Administration to exercise any of the rights exercisable under this clause by the Council. For these purposes the “statutory auditors of the Council” shall include any body appointed by the Council

9 NOTICES

- 9(a) The Service Provider shall comply with and give any Notices required under the Contract or required by any Act of Parliament any instrument rule or order made under any Act of Parliament or any regulation or by-law of any local authority which may have jurisdiction in respect of the Service Provider.
- 9(b) Any Notice under this Contract must be in Writing and can only be sent by:
- 9(b)(i) recorded delivery post or
 - 9(b)(ii) personal delivery
- 9(c) The Service Provider’s address for the purpose of delivery of a Notice is as set out above and all Notices sent to the Service Provider under this Contract must be sent to the Service Provider’s **Chief Executive**.*[relevant title to be inserted]*
- 9(d) The Council’s address for the purpose of delivery of a Notice is Contracts Manager, Commissioning, Development & Procurement, Place & Enterprise, Shropshire Council, Shirehall, Third Floor Room 3S36, Abbey Foregate, Shrewsbury SY2 6ND and a separate copy must also be sent to the Council’s Procurement Manager, Commissioning, Development and Procurement, Place and Enterprise, Shropshire Council, Shirehall Abbey Foregate Shrewsbury SY2 6ND.
- 9(e) All such Notices if delivered by hand shall be deemed to be served immediately and if posted shall be deemed to have been served two days after the date when posted unless the party upon whom the Notice was purported to be served has informed the serving party within 24 hours of partial receipt that the Notice was not received in full.

10 BREACH

- 10(a) In the event that the Service Provider is in breach of his obligations under this Contract then the Council shall serve a Notice requiring the Service

Provider to take such action as the Council deems necessary to remedy the breach upon the terms and within the time stipulated in the Notice.

10(b) The following obligations are conditions of this Contract and any breach of them shall be deemed a fundamental breach which shall determine this Contract immediately by the giving of a written Notice:

10(b)(i) Failure to comply with a Notice to remedy a breach pursuant to clause 10(a)

10(b)(ii) Assignment by the Service Provider of any of his obligations under this Contract without the prior written consent of the Council

10(b)(iii) If the Service Provider was convicted of any offence the effect of which under the provisions of any legislation would prevent the Council from contracting with him or maintaining any existing contractual relationship

10(b)(iv) If the Service Provider is issued with a Notice from the Health and Safety Executive or Registration Body prohibiting it from operating.

11 PREVENTION OF BRIBERY

11(a) The Service Provider:

11(a)(i) shall not, and shall procure that all Service Provider Staff shall not, in connection with this Contract commit a Prohibited Act;

11(a)(ii) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.

11(b) The Service Provider shall:

11(b)(i) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

11(b)(ii) the Service Provider shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Service Provider) the Service Provider's compliance with this clause 11 and provide such

supporting evidence of compliance with this clause 11 by the Service Provider as the Council may reasonably request.

- 11(c) If any breach of clause 11 is suspected or known, the Service Provider must notify the Council immediately.
- 11(d) If the Service Provider notifies the Council that it suspects or knows that there may be a breach of clause 11(a), the Service Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Contract.
- 11(e) The Council may terminate this Contract by written notice with immediate effect, and recover from the Service Provider the amount of any loss directly resulting from the cancellation, if the Service Provider or Service Provider Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11(a). At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 11(e), the Council shall give consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by an employee, Sub-Contractor or supplier not acting independently of the Service Provider. The expression "not acting independently of" (when used in relation to the Service Provider or a Sub-Contractor) means and shall be construed as acting:
 - 11(e)(i) with the authority; or,
 - 11(e)(ii) with the actual knowledge of any one or more of the directors of the Service Provider or the Sub- Service Provider (as the case may be); or
 - 11(e)(iii) in circumstances where any one or more of the directors of the Service Provider ought reasonably to have had knowledge.
- 11(f) Any notice of termination under clause 11(e) must specify:
 - 11(f)(i) the nature of the Prohibited Act;
 - 11(f)(ii) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - 11(f)(iii) the date on which this Contract will terminate.
- 11(g) Despite clause 18 (Disputes), any dispute relating to:

- 11(g)(i) the interpretation of clause 11; or
- 11(g)(ii) the amount or value of any gift, consideration or commission, shall be determined by the Council and its decision shall be final and conclusive.
- 11(h) Any termination under clause 11(e) will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

12 INSURANCE

- 12(a) The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Service Provider, arising out of the Service Provider's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS).
- 12(b) If appropriate and requested in Writing, the Service Provider may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 12(c) Where the Service Provider is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Service Provider shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause 12, and as a minimum, the Service Provider shall ensure professional indemnity insurance held by the Service Provider and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.
- 12(d) The Service Provider shall hold and maintain any professional indemnity insurance required under this Agreement for a minimum of 6 years following the expiration or earlier termination of this Agreement
- 12(e) The Service Provider warrants that it has complied with this clause 12 and

shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term.

- 12(f) The Service Provider shall:
- (a) do nothing to invalidate any insurance policy
 - (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change
- 12(g) For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under this Agreement.
- 12(h) Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":
- 12(h)(i) if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Service Provider shall immediately submit to the Council:
 - a) details of the policy concerned; and
 - b) its proposed solution for maintaining the minimum limit of indemnity specified; and
 - 12(h)(ii) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Service Provider shall:
 - a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
 - b) if the Service Provider is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the

minimum limit of indemnity specified.

13 INDEMNITY

13(a) The Service Provider shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other [reasonable] professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:

- (a) The performance, defective performance or otherwise of this Contract by the Service Provider or the Service Provider Staff
- (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services
- (c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Service Provider or the Service Provider's Staff; and
- (d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Contract to the extent that the defective performance is attributable to the acts or omissions of the Service Provider or the Service Provider's Staff

13(b) The Council shall indemnify the Service Provider against all reasonable claims, costs and expenses which the Service Provider may incur and which arise, directly from the Council's breach of any of its obligations under this Contract.

13(c) Nothing in this Contract shall limit or exclude the liability of either Party for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) the indemnities given in this clause 13

14 AUTHORISED OFFICER AND SERVICE PROVIDER REPRESENTATIVE

14(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.

- 14(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
- 14(c) The Parties shall notify each other in writing of any replacement Authorised Officer or Service Provider Representative or if any person ceases to be either the Authorised Officer or Service Provider Representative.
- 14(d) The Authorised Officer shall monitor on behalf of the Council, the provision of the Services supplied by the Service Provider and act as liaison officer with the Service Provider's Representative in respect of the operation of the Services. Any issues raised by the Authorised Officer with regard to the delivery of the Services shall in the first instance be addressed and dealt with by the Service Provider's Representative on the Service Provider's behalf.

15 INTELLECTUAL PROPERTY

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

16 TERMINATION, EXTENSION & SUSPENSION

- 16(a) Unless terminated in accordance with this Clause 16 or Clause 10 (Breach) or 11 (Prevention of Bribery) this Contract will remain in force during the

Term. The Council may in its absolute discretion extend the duration of this Contract by periods of up to **three years** commencing from the day after the Expiry Date and must inform the Service Provider in Writing of its intention to extend the Contract at least 3 months before the Expiry Date and any extension must comply with the requirements of Clause 16. In the event that the Council exercises its right to extend the duration of this contract, the terms of this Contract shall apply to the extended period. For the avoidance of doubt the maximum period that this Contract shall be extended is two years from the Expiry Date.

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

16(b)(i) by either the Council or the Service Provider by giving **6 months'** Notice in Writing to the other party

16(b)(ii) by the Council if in the reasonable opinion of the Council it is no longer practicable to maintain a satisfactory or viable relationship with the Service Provider because the Service Provider or its Staff have acted unlawfully or fraudulently or there has been a serious breakdown of mutual trust between the Parties

16(b)(iii) by the Council if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days.

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

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

- breach;
- 16(b)(vi) by either Party where the other Party commits a material breach of this Contract which cannot be remedied under any circumstances;
- 16(b)(vii) by the Council forthwith by notice where the Service Provider commits a material breach as a result of a failure to comply with a Notice issued in accordance with clause 10 (Breach)
- 16(b)(viii) by either Party where the other Party ceases to carry on its business or substantially the whole of its business;
- 16(c) in the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 (Payment) will cease no further Payment will be made and the Service Provider shall repay to the Council all (if any) of the Payment already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met).
- 16(d) Without prejudice to the generality of the foregoing the Council reserves the right to suspend referrals to the Service where in the reasonable opinion of the Council there is any improper conduct on the part of the Service Provider its Staff and Subcontractors and this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / clawback of part of the Payment consistent with the reduction in Service. Improper conduct includes any action which the Council may reasonably consider to be to the detriment or the welfare of Service Users either by action or neglect including but not limited to:
 - 16(d)(i) Fraud or theft from Service Users
 - 16(d)(ii) Neglect of Service Users
 - 16(d)(iii) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse
 - 16(d)(iv) Financial malpractice
 - 16(d)(v) Sexual relationships between Staff and Service Users
 - 16(d)(vi) Racial harassment
 - 16(d)(vii) Loss of registration with Registration Body
 - 16(d)(viii) Under investigation by the Council.

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

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

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

16(e)(iii) be entitled to deduct from any sum or sums which would have been due from the Council to the Service Provider under this Contract or be entitled to recover the same from the Service Provider as a debt any loss or damage to the Council resulting from or arising out of the termination of this Contract and further such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating this Contract and in making alternative arrangements for the provision of the Services provided that the Council will be under a duty to take all reasonable action to mitigate the loss or damage pursuant to this clause 16.

16(f) Whilst this Contract affords the Council and the Service Provider reciprocal rights to terminate as per the terms of Clause 16(b)(i) the Parties acknowledge that the expectation of most Service Users is that the Parties will not act unreasonably or to the prejudice of the Service Users so far as is reasonably practicable.

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

17 CONSEQUENCES OF TERMINATION

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

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

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

- 17(d) Notwithstanding its obligations in this clause 17, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.
- 17(e) upon termination of this Contract for any reason, the Service Provider shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all Project Materials, information and any other property of the Council which are in the possession or control of the Service Provider or the Service Provider's employees, agents or Sub-Contractors at the date of termination.

18 DISPUTES

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

18(a)(i) In the first instance a special meeting of both the Parties shall be arranged on 14 days' written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute

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

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

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

(a)(i) assign any of its rights under this Contract; or

- (a)(ii) transfer all of its rights or obligations by novation, to another person without the Service Provider's consent where such assignment, transfer or novation is to an Associated Person of the Council;
- 19(b) Any consent required under Clause 19(a) must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 19(c) The Service Provider will not, without the written consent of the Council, sub-contract its right or obligations under this Contract nor allow Services to be provided other than through the Service Provider's Staff and using its own equipment.
- 19(d) In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 19(e) Subject to clause 19(a), in the event that either Party wishes to assign its rights and obligations under this Contract, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Contract.
- 19(f) Notwithstanding the Service Provider's right to sub-contract pursuant to this clause 19, the Service Provider shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Specification.
- 19(g) Where 20% or more of the Service Provider's overall workforce is made up of people from agencies (or not employed directly by the Service Provider) this may be considered assignment or subcontracting of the Service Provider's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.

20 FORCE MAJEURE

- 20(a) Subject to the provisions of clause 20(b) neither the Service Provider nor the Council shall be liable for any delay or failure in performing its obligations hereunder for any circumstances beyond its reasonable control such as (but not restricted to) flood fire and civil unrest but the Council shall

in such circumstances be entitled to take such action as is reasonable and necessary to protect the interest of the Service Users.

20(b) Save where such delay or failure is caused by the act or omission of the other party (in which event the rights remedies and liabilities of the Parties shall be those conferred and imposed by the other terms of this Contract and by Law):-

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

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

20(c) For the avoidance of doubt “force majeure” shall not include any labour dispute between the Service Provider and its Staff or the failure to provide the Service by any of the Service Provider’s Subcontractors.

21 WAIVER

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

22 SEVERANCE

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

23 LAW

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

24 THIRD PARTY RIGHTS

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

25 REMEDIES CUMULATIVE

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

26 CONCLUSION OF CONTRACT

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

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

27 SUSTAINABILITY

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

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

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

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

28(c) The Service Provider shall:

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

28(c)(ii) provide the Council, at the Service Provider's expense, with a

- copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
- 28(c)(iii) provide, at the Service Provider's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 28(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR and in considering any response to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.
- 28(e) In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 28(f) The Service Provider acknowledges that (notwithstanding the provisions of this clause 28) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the EIR to disclose information concerning the Service Provider or the Services:
- 28(f)(i) in certain circumstances without consulting the Service Provider;
or
- 28(f)(ii) following consultation with the Service Provider and having taken their views into account; provided always that where sub-clause 28(f)(i) above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.
- 28(g) The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by law or professional practice or in relation to the Contract is retained for disclosure

for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Council to inspect such records as requested from time to time.

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

29 TUPE

29(a) The Parties acknowledge that they do not consider that any change in the identity of the Service Provider following the termination of an IPC or this Contract will result in a Relevant Transfer for purposes of TUPE.

29(b) Where a subsequent change in the identity of the Service Provider is deemed to constitute a Relevant Transfer the Service Provider agrees to comply with its obligations under TUPE.

30 EQUALITIES

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

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

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

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

- 30(e) In the event of any finding of unlawful discrimination being made against the Service Provider during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Service Provider shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 30(f) The Service Provider will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Service Provider's compliance with the above conditions.

31 CONFIDENTIAL INFORMATION

- 31(a) The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Contract and any other information which the Council may from time to time determine as relevant to this Contract and shall not use divulge or communicate the same to any third party without the consent in writing of the Council.
- 31(b) The Service Provider shall at all times keep confidential all information held or known in respect of its past or present Service Users.
- 31(c) The Service Provider shall not mention the Council's name in connection with this Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without the Council's prior consent in writing.
- 31(d) Except to the extent set out in this clause 31 or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
 - 31(d)(i) treat the other Party's Confidential Information as confidential;
and
 - 31(d)(ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent
- 31(e) Clause 31(d) shall not apply to the extent that:
 - 31(e)(i) such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause 28 regarding Freedom of Information

- 31(e)(ii) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner
 - 31(e)(iii) such information was obtained from a third party without obligation of confidentiality
 - 31(e)(iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract
 - 31(e)(v) it is independently developed without access to the other party's Confidential Information.
- 31(f) The Service Provider may only disclose the Council's Confidential Information to the Service Provider's Staff who are directly involved in the provision of the Service and who need to know the information, and shall ensure that such Service Provider's Staff are aware of and shall comply with these obligations as to confidentiality.
- 31(g) The Service Provider shall not, and shall procure that the Service Provider's Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.
- 31(h) The Service Provider shall ensure that its employees and agents are aware of and comply with Clause 31 and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by the Service Provider, its employees or agents.
- 31(i) The Service Provider shall ensure that its employees and agents are aware of and comply with paragraphs 9 Schedule 2 Service Standards and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 31(j) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
- 31(j)(i) only use the Confidential Information for the purposes of this Contract
 - 31(j)(ii) not disclose any of the Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse
 - 31(j)(iii) not use the Confidential Information for the solicitation of business from the Council

- 31(k) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
- 31(k)(i) to any consultant, contractor or other person engaged by the Council
 - 31(k)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
- 31(l) The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.
- 31(m) The provisions of this Clause 31 shall survive the expiration or termination of this Contract

32 COUNCIL DATA

- 32(a) The Service Provider shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 32(b) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 32(c) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.
- 32(d) The Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 32(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:

- 32(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
 - 32(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
 - 32(e)(iii) Transfer of data to and from the system is conducted in a secure manner.
- 32(f) If the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:
- 32(f)(i) require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - 32(f)(ii) itself restore or procure the restoration of Council Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so including the restoration of the Council Data
- 32(g) If at any time the Service Provider suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Service Provider proposes to take.
- 32(h) The Service Provider shall check for and delete Malicious Software and if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 32(i) Any cost arising out of the actions of the Parties taken in compliance with the provisions of sub-clause 32(h) above shall be borne by the Parties as follows:
- 32(i)(i) by the Service Provider where the Malicious Software originates from the Service Provider Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Service Provider); and
 - 32(i)(ii) by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

33 DATA PROTECTION

- 33(a) The Service Provider shall (and shall procure that any of its Staff involved in the provision of this Contract) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Contract.
- 33(b) Notwithstanding the general obligation in clause 33(a) where the Service Provider is processing Personal Data as a Data Processor for the Council, the Service Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and
- 33(b)(i) provide the Council with such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the Data Protection Legislation;
- 33(b)(ii) promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 33(b); and
- 33(b)(iii) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation.
- 33(c) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in Writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 33(d) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.

- 33(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:
- 33(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
 - 33(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
 - 33(e)(iii) Transfer of data to and from the system is conducted in a secure manner.
- 33(f) The provisions of this clause 33 shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

34 PROTECTION OF PERSONAL DATA

- 34(a) With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Council is the Data Controller and that the Service Provider is the Data Processor.
- 34(b) The Service Provider shall:
- 34(b)(i) Process the Personal Data only in accordance with the Data Protection Act 1998
 - 34(b)(ii) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body
 - 34(b)(iii) Implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected
 - 34(b)(iv) Take reasonable steps to ensure the reliability of any Service Provider Staff who have access to the Personal Data

- 34(b)(v) Obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or agents for the provision of the Services.
- 34(b)(vi) Ensure that all Service Provider Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 34.
- 34(b)(vii) The sharing of individual identifiable information between organisations for the provision of coordinated and seamless care must comply with the necessary statutory legal requirement and satisfy the Caldicott principles of safeguarding confidential information.
- 34(b)(viii) Notify the Council (within five Working Days) if it receives:
 - a) a request from a Data Subject to have access to that person's Personal Data; or
 - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation.
- 34(b)(ix) Provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
 - a) providing the Council with full details of the complaint or request
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council)
 - d) providing the Council with any information requested by the Council
- 34(b)(x) Permit the Council (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Service Provider's data processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the Council to enable the

Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Contract.

- 34(b)(xi) Provide a written description of the technical and organisational methods employed by the Service Provider for processing Personal Data (within the timescales required by the Council).
- 34(b)(xii) Not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
 - a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
- 34(c) The Service Provider shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 34(d) The Service Provider shall ensure that its Staff, employees and agents are aware of and comply with this clause 34 and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause 34.

35 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 35(a) Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
 - 35(a)(i) to review the integrity, confidentiality and security of the Council Data
 - 35(a)(ii) to review the Service Provider's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with clause 34 (Protection of Personal Data) and clause 28 (Freedom of Information) and any other legislation applicable to the Services
- 35(b) The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services.

- 35(c) Subject to the Council's obligations of confidentiality, the Service Provider shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 35(c)(i) all information requested by the Council within the permitted scope of the audit
 - 35(c)(ii) reasonable access to any sites controlled by the Service Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services
 - 35(c)(iii) access to Service Provider's Staff
- 35(d) The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Service.
- 35(e) The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days' notice of its intention to conduct an audit.
- 35(f) The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 35.
- 35(g) This clause 35 shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Contract which may be conducted as specified in this Contract.

36 AGREEMENT STATUS AND TRANSPARENCY

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

changes to the Contract, to the general public.

- 36(c) The Council may consult with the Service Provider to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 36(d) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Contract and the expression of interest.

37 DEPRIVATION OF LIBERTIES SAFEGUARDS[NOT USED]

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

38 COMPLAINTS

- 38(a) The Service Provider shall operate a complaints procedure in respect of the Services which shall comply with basic principles of effective complaints systems such as being:
 - 38(a)(i) easy to access and understand
 - 38(a)(ii) speedy – with fixed time limits for action and keeping people informed of progress
 - 38(a)(iii) confidential to protect Staff and the complainant
 - 38(a)(iv) informative – providing information to management so that services can be improved
 - 38(a)(v) fair – with a full procedure for investigations
 - 38(a)(vi) effective – dealing with all points raised and providing suitable remedies
 - 38(a)(vii) regularly monitored and audited – to make sure that it is effective and improved
- 38(b) Where the Service Provider is subject to the supervision of a Registration Body or Association which has made rules or issued instructions concerning the content or form of the Service Provider's complaints procedure in compliance with any and all such rules or instructions of that Registration Body.

- 38(c) Whichever complaint system is used the Service Provider shall ensure that:
- 38(c)(i) under no circumstances is a complaint investigated by a member of Staff who may be part of the complaint. The Service Provider will ensure that someone who is independent of the matter complained of carries out the investigation
 - 38(c)(ii) 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
 - 38(c)(iii) the Service Provider will ensure that it responds to the complainant within a max of 20 days of receiving the complaint.
- 38(d) Each party shall make its complaints procedure available to the other party on request.
- 38(e) The Service Provider shall ensure that all Staff are made aware of the procedure referred to in the preceding sub-clause and shall designate one employee to act as a complaints manager to whom a complaint may be referred should the complainant not be satisfied with the initial response to his complaint.
- 38(f) The Service Provider shall keep accurate and complete written records of all complaints received and the responses to them and if required to do so by a Council Officer shall make such records available to the Council.
- 38(g) A record of complaints made and action taken should be kept in accordance with the above in format as required by the Council and all such records shall be made available to the Council's Contract Unit or Service Manager upon request.
- 38(h) Where the Council is investigating a complaint by a Service User the Service Provider is required to participate in all complaint investigations within the timescales requested by the Council.

39 NOTIFICATION

- 39(a) The Service Provider will inform the Council's First Point of Contact immediately (normally the first working day) and confirm by email within 3 working days if any of the following occur:
- 39(a)(i) hospital admission of a Service User
 - 39(a)(ii) the death of a Service User receiving the Service
 - 39(a)(iii) a formal written complaint received from the Service User

- 39(a)(iv) allegation of or actual abuse to a Service User
 - 39(a)(v) disappearance of a Service User
 - 39(a)(vi) any circumstances where a Service User has refused provision of the Service
 - 39(a)(vii) significant change to the physical or mental condition of the Service User
 - 39(a)(viii) major injury to a Service User as defined in the “Reporting of Injuries Diseases and Dangerous Occurrences” Regulations 1995
 - 39(a)(ix) allegation of or actual racial harassment or discrimination
 - 39(a)(x) any other serious issues causing concern about the well being of a Service User.
- 39(b) The Service Provider will notify the Council’s Contracts Manager by email of inspection reports carried out by the Registration Body within 3 weeks of the final report being received by the Service Provider.

40 SAFEGUARDING

- 40(a) Where the Service or activity being undertaken in this Contract is a Regulated Activity the Service Provider shall:
- 40(a)(i) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - 40(a)(ii) monitor the level and validity of the checks under this clause 40(a) for each member of the Service Provider’s Staff.
- 40(b) The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 40 (c) The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 40 have been met.

- 40 (d) The Service Provider shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users, children or vulnerable adults.
- 40 (e) The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.
- 40 (f) Where the service requirement or specification specifies that the Service or activity to be provided under this Contract involves a Regulated Activity, or the Council otherwise notifies the Service Provider, acting reasonably, that the Service Provider's Staff are required to be subject to a Disclosure and Barring Service check, the Service Provider shall comply with clause 40(a) above.

41 COUNTERPARTS

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

42 ENTIRE AGREEMENT

This Contract, the schedules and the documents annexed to it or otherwise referred to in it together with any Individual Care Agreement as appropriate issued in connection with this Contract contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to the subject matter.

43 CONFLICT OF TERMS

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

44 EMERGENCY PLANNING

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

The Specification

ADMISSION AVOIDANCE RESIDENTIAL CARE BEDS

SCHEDULE 1: THE SERVICE

1.0 SERVICE AIMS

1.1 The Council and the Service Provider agree that the aims of this Service are to :

- 1.1.1 maximise people's capacity for independent living.
- 1.1.2 increase the number of people able to remain living at home.
- 1.1.3 reduce the number of people permanently admitted to long term care.
- 1.1.4 support individuals who are at risk of hospital admission by addressing their difficulties in a community setting with a view to returning home after a short period of reablement.
- 1.1.5 provide an environment which helps people meet their rehabilitation and reablement potential and to become as functionally independent as possible,
- 1.1.6 provide a competent, skilled workforce who will support and encourage Service Users to achieve their optimum functional independence, within the agreed care plans.
- 1.1.7 provide a supportive care environment whereby some degree of recovery/recuperation can take place allowing a more accurate assessment of ongoing care needs
- 1.1.8 build on current collaborative working with Shropshire health and social care colleagues to meet agreed milestones and goals.

1.2 THE ADMISSION AVOIDANCE SERVICE TO BE PROVIDED BY THE SERVICE PROVIDER

The Council and the Service Provider agree that in the provision of the Service the Service Provider will:

- 1.2.1 have available xxx dedicated beds at the Home for the provision of the Service and are able to accept admissions 7 days a week between 9am to 6pm
- 1.2.2 have regard to the varied needs of different Service Users, in particular needs arising from; limited mobility, acute illness (that can be managed without the requirement for hospital admission), significant reduction in ability to live independently
- 1.2.3 Service Providers will be expected to provide person centred support and follow the guidance of the Equality Act 2010 in taking into account wherever possible ethnicity, culture, beliefs, special needs and gender specific concerns when meeting need and care planning.
- 1.2.4 communicate with Service Users, families and carers that the Service Users stay at the placement is short term whilst they are supported with ongoing recovery and assessments. It is fundamental that the Service Provider explains to Service Users and their family / carers that they will not be able to remain in the bed long term and that there is an expectation that wherever possible individuals will return to their own homes to rebuild their independence. If in exceptional circumstances the individual is unable to return to their previous arrangements the Service Provider must ensure that all decisions will be explored fully in partnership with their Admission Avoidance case manager.
- 1.2.5 ensure Service Users are admitted and supported in a way that facilitates a thorough assessment of all their needs and empowers the Service User wherever possible to 'do for themselves' moving away from a more traditional 'do for' approach to the delivery of their care.
- 1.2.6 ensure that within 48 hours of admission of the Service User to the bed they receive a full and thorough assessment of their rehabilitation and/or enablement needs and development of their individualised holistic rehabilitation/enablement plan and goals. If the outcome of this initial assessment is that the Service User's rehabilitation and/or enablement needs can be safely and effectively met at their home the

Service User will be discharged from the Home and arrangements made for timely transfer to pathway 1 'home based rehab and enablement'.

- 1.2.7 provide a therapeutic environment for assessment which is more relaxed and appropriate in which to engage with family and friends to enable informed long term care decisions to be made if required.
- 1.2.8 provide an "enabling" environment that promotes the short-stay nature of the assessment and therapeutic offer and emphasises independence so that Service Users have the best opportunity to meet their rehabilitation and re-enablement potential in a safe and supported environment initially.
- 1.2.9 facilitate and work towards discharging Service Users within a maximum period of up to 6 weeks from the date of their admission to the Home.
- 1.2.10 actively encourage Service Users to participate in social and planned interactive activity sessions within the Home to meet emotional and psychological needs wherever possible.
- 1.2.11 where appropriate seek the assistance of the Council's assisted technology team and help Service Users trial pieces of assisted technology in the Home that they could use in their home / regular care setting and which will assist with a safe discharge from the Service
- 1.2.12 will work with the Council's Integrated Care Services Team to review goal plans, feedback progress and if required assist Service Users and/or their family to visit and review their future placement, step down, options and manage the Service User's expectations to discharge within 6 weeks of being admitted to the Home.
- 1.2.13 provide the Service User with information in relation to their home location which describes the full complement of services and facilities which the Service User and their family can access, clearly outlining those services which are only available at personal charge to the Service User and through the voluntary, independent sector.
- 1.2.14 ensure that each Service User will have an assigned case manager and will be supported by a local General Practitioners for the period they are in the Home. Provide access to contact the practitioner if

requested by the Service User at any point during their admission to the placement.

- 1.2.15 be expected to attend and participate within the weekly Service multi-disciplinary meeting, attended by a representative of the Council's ICS team, a designated GP where appropriate and Service Provider representative to discuss the Service Users' progress against the agreed re-enablement goal, care plan and estimated date of discharge from the home
- 1.2.16 ensure that each Service User will have an individualised care plan which includes a therapeutic re-enablement plan with goals, progress records, outcomes and review dates. This will be jointly monitored daily and reviewed weekly between the Service Provider, the Admission Avoidance case manager where ever possible with the individual and those closest to them to ensure that discharge planning remains on track and within the planned time frame of up to six weeks.
- 1.2.17 ensure that all Service Users' progress will be proactively managed along the agreed care pathway with records of accountability and governance made for agreed actions and reviews.
- 1.2.18 all Service Users will have a baseline weight and waterlow score recorded within 24 hours of the Service User's admission and at planned weekly intervals and prior to planned discharge date; if the Service User is receiving enteral or supplementary feeds to be reviewed with the Community Dietician as to frequency of recorded weights and monitoring.
- 1.2.19 identify with the Admission Avoidance case manager if they need access to any additional postural or therapeutic/functional equipment to support the safe implementation of the individualised care plan. The Case Manager will ensure that the additional equipment is made available as requested, and log all requests and resourced items.

1.3 MEDICAL CARE

The Service Provider will ensure that:

- 1.3.1 once a Service User has been admitted to the Home medical cover is provided by a local General Practitioner (GP).

- 1.3.2 Service Users will be registered with a designated GP who will be responsible for providing their medical care, during the period that the Service User is in receipt of the Service at the Home.
- 1.3.3 all Service Users will be reviewed by the designated GP when admitted to the Home .
- 1.3.4 the designated GP supports the Service Users in the Admission Avoidance beds during normal working hours (Monday to Friday) and may attend the weekly multi-disciplinary meeting.
- 1.3.5 the out of hours GP services is used for support to the Admission Avoidance after 5.30pm on Monday to Friday and between 5.30pm on Friday to 08.30 am Monday.
- 1.3.6 it contacts the MDT, GP and ICS Case Manager should a Service User have a rapidly deteriorating condition.

1.4 MEDICATION

The Service Provider will ensure that:

- 1.4.1 it has policies and procedures in place for the receipt, recording, storage, handling, administration and disposal of medicines in accordance with:
 - 1.4.1.1 The Handling of Medicines in Social Care Settings by The Royal Pharmaceutical Society of Great Britain 2007 or subsequent revisions; and
 - 1.4.1.2 Professional advice documents from registration authorities and Care Standards, including The Administration of Medicines in Care Homes, Medicine Administration Records (MAR) In Care Homes and Domiciliary Care, and the Safe Management of Controlled Drugs in Care Homes or subsequent revisions.
- 1.4.2 Staff understand that policies and procedures listed above and adhere to them
- 1.4.3 its policy for medicines administration will include procedures to ensure that Service Users are able to take responsibility for their own medication if they wish, within a risk management framework and the Home's policies and procedures will protect Service Users in doing so.
- 1.4.4 all changes to prescribed medication are clearly documented as part of the discharge information to the GP and the Service User's usual

care agency/person(s) who provide informal care and support to the individual when the Service Users transfers.

- 1.4.5 the information relating to medicines sent from GP practices or other care settings is accurately checked to ensure it relates to the right Service User before it is recorded.
- 1.4.6 all known allergies, including food intolerances, must be noted appropriately and prominently for each Service, and be included in the discharge information to GPs and the Service's usual care home/care agency/person(s) who provide informal care and support to the individual when the Service User transfers care.

1.5 REFERRALS INTO THE SERVICE AND RESPONSE TIMES

The hospital discharge and admission avoidance pathways which this Service is part of are set out in Appendix 4. The Council and the Service Provider have agreed that the Service is for Service Users who:

- 1.5.1 need a place to recover from the impact and consequences of an acute illness or episode before an assessment can be made about their potential requirement for long term care. This will include Service Users with a moderate to severe cognitive impairment.
- 1.5.2 will have their needs fully assessed and risks to identify the long term care and support which they might require following guidance under the Care Act 2014
- 1.5.3 are an adult at risk of requiring acute hospital admission predominantly aged over 65 years (but could be younger in exceptional circumstances) whose care and support needs can be managed in a care home setting without the need for acute hospital admission but is unable to remain at home. This includes Service Users that may have a cognitive impairment and need support and/or exhibit altered behaviour
- 1.5.4 may be frail with multiple co-morbidities.
- 1.5.5 The Service Provider will be able to demonstrate and provide a rehabilitative care environment and competent care Staff workforce which can sustain and clinically manage this group of Service Users, to avoid unnecessary distress through admission to hospital.

- 1.5.6 All referrals into the Service / to the Service Provider will be made direct from the Council's Integrated Care Services Team and will provide a basic assessment of need.
- 1.5.7 The Service Provider is expected to accept all referrals for the Block Beds/Service on the basis of a "trusted assessment" of the Service User as being appropriate and eligible for the Service. For the avoidance of doubt there will be no requirement by the Service Provider to visit the potential Service User at home to undertake an assessment before accepting the referral.
- 1.5.8 At the Commencement Date of the Contract the Service Provider will provide details of their named point of contact for referral of potential Service Users. This named individual(s) will be at the Home, available and responsible for receiving Service User referrals 7 days a week between 9am to 6pm.
- 1.5.9 If a Block Bed is available the Service Provider will arrange for planned transfer of the identified Service User within a maximum of 24 hours of receiving the referral.
- 1.5.10 The Service Provider will operate a flexible visiting hours policy for the Service User's family and friends

1.6 STAFFING / SKILL MIX AND COMPETENCIES

The Service Provider and the Council have agreed:

- 1.6.1 all Service Users transferred to the Home will be adults and most will be elderly but some will have more complex issues than others. The Service Provider will be able to provide care Staff cover at all times to respond to Service Users who have the highest level of need, including those with cognitive impairment.
- 1.6.2 the Service Provider must have a Staff skill mix to respond to the fluctuating dependency levels of different Service Users
- 1.6.3 the Service Provider will ensure there is 24 hour care that adequately supports the dependency and enablement focus of the Service Users in the discharge to assess beds.
- 1.6.4 the Service Provider will ensure that staffing levels at the Home reflect the needs of individual Service Users and that Staff will receive ongoing training to attain qualifications appropriate to their role.

1.6.5 the Service Provider will have the appropriate level of competencies, qualifications, skills and experience to meet the needs of Service Users.

1.6.6 Service Users will receive a high quality Service that reflects outcome based care and support in a safe and supportive staffing environment using evidence based care practices which meet all professional care standards.

1.7 NOT USED (TRANSPORT)

1.8 DISCHARGE FROM THE SERVICE

The Service Provider will ensure that each Service User will be reviewed and assessed for a planned discharge if:-

1.8.1 they are assessed to have met the rehabilitation/reablement goals in their care plan;

1.8.2 they have been assessed as having their rehabilitation/reablement needs better met in a pathway 2 bed.

1.8.3 the ongoing needs of the Service User can be met at home with or without ongoing community health and social care support (Pathway 1)

1.8.4 a transfer of care is required to meet identified care needs; or

1.8.5 there are identified long term care needs within another environment

1.8.6 Planned discharge will be facilitated by the Council's ICS Team and Social Work teams in liaison with the D2A MDT and the Service Provider. Funding of any ongoing support must be approved by the Councils P2P funding agreement process in conjunction with the Councils ICS and Social Work teams.

1.9 ADMISSION AVOIDANCE OUTCOMES AND DAILY REPORTING

1.9.1 The Service Provider and their Staff will be responsible and accountable for directly informing the ICS Manager at the earliest point they become aware of any Service User and/or their family members expressing their interest to scope remaining in the care home bed for any time beyond the maximum 6 weeks length of stay.

1.9.2 The Council's ICS team need to be kept updated on a daily basis on progress of the Service. The Service Provider will ensure that it records the following information for each Service User detailing

as a minimum (in able an easy to read table format) the following information:

Service User Full Name / DOB

Date referral received from ICS team

Previous living arrangement of Service User ie Home/Dom Care

Reason for admission avoidance request

Date of Admission to the Home

Date Assessments undertaken

Initial assessment of needs

Assessment of activities of daily living

Weight (on arrival and discharge)

Waterlow (on arrival and discharge)

GP review

Medication review

OT assessment

Physio assessment

Exploration of assisted technology

Date of referral to Lets Talk Local

Facilitation of a home or alternative placement visit

Length of stay in the Home to date

Fit to transfer out of the Service date

7 days prediction of forthcoming discharge

Reason for any delays in being transferred out of the Home

Service User outcomes (inc returned home, transferred to another home, Date of Death if relevant)

Date of Discharge from the Home

Future living arrangements ie Home/Residential Home/Nursing Home

1.9.3 This information must be emailed daily by 8.30 am (at the latest) to the Council's ICS Manager.

1.9.4 The Parties acknowledge that with regard to the data set out in 1.9.2 provision of the information may sometimes be dependent

upon action or data required from the ICS team and in these circumstances the Provider will not be held responsible for particular data which is unable to provide.

1.9.5 The Service Provider will immediately notify the Council's ICT Manager and the Shropshire Clinical Commissioning Group Strategy and Service Redesign Lead Officer (Rehabilitation and reablement):

1.9.5.1 of any outbreak of infections that may impact on capacity/ accessibility to the Service.

1.9.5.2 any delay of discharge of a Service User from the service.

2. RIGHTS OF SERVICE USERS

The Service Provider shall:

2.1 use its reasonable endeavours to ensure that Service Users are in no way disadvantaged by moving from their own home to the Home.

2.2 ensure that Service Users:-

2.2.1 are treated as individuals with unique needs

2.2.2 are encouraged to exercise personal independence and choice

2.2.3 have their personal dignity respected

2.2.4 have their cultural social religious and emotional needs respected

2.2.5 have access to all personal information held by the Service Provider

2.2.6 participate in formulating their own Assessment of Needs

2.2.7 participate in any reviews or re-assessment of their needs

2.2.8 receive a non-discriminatory service

2.2.9 receive assistance to maintain personal skills

2.2.10 have access to an independent advocacy service who can offer representation and advice as appropriate

2.2.11 have access to a formal complaints procedure

2.2.12 maintain their entitlements associated with citizenship.

2.2.13 have the right to be involved in any decision-making process as it affects them including the right to refuse reasonably a part of the Service and to comment on the Service under this Contract by means of an independent representative if necessary without fear of reprisal

3. GENERAL OUTCOMES OF THE SERVICE

The Service Provider will ensure that the following general outcomes for residential care are achieved in the provision of the Service:-

3.1 PRIVACY

The Service Provider will ensure that Service Users have:

- 3.1.1 the right to privacy i.e. to be left alone or undisturbed including the right to invite guests into their room
- 3.1.2 the right to be free from intrusion or public attention in their affairs
- 3.1.1. awareness of and access to their personal records
- 3.1.2. and the procedures for maintaining confidentiality
- 3.1.3. private access to a telephone and receive visitors

3.2 DIGNITY

The Service Provider shall:

- 3.2.1 recognise the intrinsic value of people regardless of circumstances by respecting their uniqueness and their personal needs including the right to decide how they wish to be addressed.
- 3.2.2 give consideration to the gender and ability of the Staff assisting in intimate care tasks must be considered to avoid embarrassment and discomfort of both the Staff and the Service User
- 3.2.3 make provision for Service Users from ethnic religious or cultural groups (this will be identified in the individual Assessment of Needs) and the Services will be arranged in agreement with the Service Provider the Council and the Service User. This should include participation by the Service User in religious and cultural festivals as appropriate.
- 3.2.4 ensure compliance with any special customs and services associated with the death of a Service User

3.3 INDEPENDENCE

The Service Provider shall ensure that

- 3.3.1 the Service User will have the opportunity to act and think without reference to another person including a willingness to incur a degree of calculated risk provided that does not place another person at risk or in breach of the Service Provider's obligations under legislation.
- 3.3.2 Service Users are enabled to exercise their democratic right to vote in governmental elections and referenda nationally and locally and to receive electoral communications and personal calls by canvassers.

- 3.3.3 all Service Users have the right to appropriately express their sexuality although the Service Provider will also recognise the vulnerability of Service Users to sexual exploitation.
- 3.3.4 it raises Staff awareness and provides support and training to Staff when they are dealing directly with issues of sexuality with Service Users.
- 3.3.5 each Service User has the right to take part in any decision about life within the Home which shall include being consulted about any changes proposed

3.4 CHOICE

The Service Provider will ensure that Service Users will:

- 3.4.1 be given the right to personal choice of what time to go to bed, to get up, a choice of meals from a menu and the freedom to choose where to eat meals
- 3.4.2 have the opportunity to make their own choices in respect of their care where appropriate.
- 3.4.3 have the right to access services provided flexibly for their benefit in the least restrictive way possible.
- 3.4.4 where appropriate be free to administer their own medication in accordance with guidelines issued by the Registration Body from time to time
- 3.4.5 have the right to have social, emotional, religious, cultural, political, sexual and dietary needs accepted and respected

3.5 FULFILMENT

The Service Provider will ensure that Service Users:

- 3.5.1 have the right to realise their personal aspirations and abilities in all aspects of daily life
- 3.5.2 are encouraged and enabled to maintain links with family friends carers and communities and enter into activities and relationships in the wider community.
- 3.5.3 cultural emotional spiritual and sexual needs are treated and met with understanding and support as necessary

3.6 SECURITY

The Service Provider will ensure:

- 3.6.1 that the Service Users' Home is an environment which affords them protection and security
- 3.6.2 it has written policies and procedures as required by the Registration Body
- 3.6.3 it takes all steps to protect the Service Users from any form of harassment

including sexual and racial harassment .

4. INFORMATION FOR SERVICE USERS

The Service Provider will ensure that:

- 4.1 it makes available a copy of its brochure and provides the Service User with details of other relevant information including any terms and conditions of residency at the Home. The Service Provider will ensure that these terms and conditions do not conflict with the terms of this Contract and complies with the legislation and guidance issued by the Office of Fair Trading in particular "Fair Terms for Care"
- 4.2 Service Users are given details of additional services available which are not included in the Service e.g. chiropody (and those items listed in 9.3.2) and the costs itemised so that the Service User can make an informed choice about purchasing.
- 4.3 Service Users have prompt access to their own files in accordance with all regulations on request. This includes nursing records and medical records dated from November 1992 following consultation with the Service User's own General Practitioner.
- 4.4 it informs the Service User whether smoking is permissible at the Home. Where it is allowed the Service Provider may carry out an individual risk assessment where it is reasonable to assume there may be a safety risk to the Service User or others. Where it is not allowed this must be made clear to the Service User before they take up a place at the Home or to any family member, social worker or health care professional or carer acting on their behalf.
- 4.5 it informs the Service User that Staff may not accept money (as a gift or loan) or other gifts from the Service User. Small token gifts on special occasions will be reported to the Service Provider and recorded by them. The Service Provider will make available to the Staff and the Service User its policy about gifts and personal boundaries.
- 4.6 it provides information about the philosophy and operation of the service.
- 4.7 it provides information on how Service Users can make complaints about the service.
- 4.8 information is provided about equal opportunities and confidentiality and when confidentiality will be breached.

5. REFERRALS TO THE HOME [NOT USED]

6. TRIAL PERIOD [NOT USED]

7. ADMISSION TO THE HOME

Upon admission to the Home, for a period of up to 6 weeks, the Service Provider will ensure that:

7.1. appropriate information about the Service User is recorded in a logical organised and timely fashion and shall include:

7.1.1 Service User's name and address, next of kin details, GP details, Social Worker details, wishes upon death, date of admission to the Home, religion

7.1.2 (where shared) the previous medical history, also current medication and where appropriate the recording of visual findings on arrival of the Service User at the Home (i.e. a waterlow risk assessment and body chart)

7.1.3 life details including likes and dislikes (activities)

7.1.4 care plan

7.1.5 mobility and moving and handling assessment

7.1.6 risk assessments (general and specific)

7.1.7 photograph of the Service User (if they are in agreement)

7.1.8 inventory of belongings

7.1.9 daily report

7.1.10 daily living aids (i.e. glasses, hearing aids, consent for use of bed rails etc.)

7.1.11 assessments (including incontinence) and professional reports and visits

7.1.12 dietary requirements

7.2 The requirements above are audited on a regular basis to ensure consistency throughout the Home and that they are also updated as appropriate. A record of such audits is to be kept and held at the Home.

7.3 Written permission is sought from the Service User to allow the Council access to the Service Users care file for monitoring purposes (as detailed in paragraph 9 in Schedule 2)

7.4 Service Users are appropriately registered with local health services

7.5 it produces an Individual Care Plan related to the Assessment of Needs. This will be discussed with the Service User or their representative where appropriate. The Individual Care Plan will describe the specific care

objectives and service arrangements including written risk assessments and will include nursing care where the Home is in a nursing home. It should take into account the Service User's physical emotional social cultural intellectual and spiritual needs.

- 7.6 it keeps the Care Manager informed of any change of circumstances that are pertinent to the Service User's Individual Care Plan
- 7.7 the Service User receives the Care as detailed in the Assessment of Needs

8. ASSESSMENT AND CARE MANAGEMENT

It is agreed between the Council and the Service Provider that:

- 8.1 the Service Provider will allow the Council access to the Service User in private (and other Health and Social Care professionals included in the assessment and care management process).
- 8.2 the Service Provider the Council the Service User and their representative may request a review of the service user's needs if in their opinion the care needs of the Service User have changed or cannot be met.

9 THE CORE RESIDENTIAL CARE SERVICE

The Service Provider will ensure that the Service provided to each Service User includes the following:

9.1 Accommodation

Accommodation provided by the Service Provider shall:

- 9.1.1 be appropriate as agreed for each individual Service User, be within a single room that shall be comfortable and appropriate for social care. The Service User's rooms must be appropriately furnished to a reasonable standard of comfort. Fixtures and fittings to be fit for purpose, robust and suitable for the needs of the Service User and Service Users should be encouraged to bring personal belongings as appropriate on admission in agreement with the Service Provider.
- 9.1.2 Communal areas of the Home must be decorated and furnished to a good standard in a non-institutional manner (gardens and grounds must be well maintained)
- 9.1.3 include easy access to bathing washing and toilet facilities as necessary
- 9.1.4 include domestic services including regular cleaning of Service User's rooms and bed making daily. Service Users should be encouraged and

permitted to dust and tidy rooms if they wish.

- 9.1.5 include sufficient bed linen (for warmth and comfort) and towels for each Service User. Service Users should have access to a constant supply of clean towels and flannels for their individual use
- 9.1.6 include all laundry (including personal laundry)
- 9.1.7 include use of equipment relating to the implementation of the Assessment of Needs and subsequent reviews.
- 9.1.8 include access to communal television radio newspapers and private access to a telephone

It has been agreed between the Council and Service Provider that:

- 9.1.9 no holding fees will be charged
- 9.1.10 allocation of a room to a Service User implies a licence to occupy a room and would normally be for the full period of occupation of the Service User.
- 9.1.11 If a Service User requests a change of room or if the needs and requirements of the Service User change the Service Provider must liaise with the Care Manager
- 9.1.12 In the event of redecoration the Service Provider reserves the right to move the Service User on a temporary basis (without there being any additional charge to the Council or Third Party) to facilitate the completion of the work
- 9.1.13 In the event of admission to hospital the Service User's room and/or bed must not be used for another Service User including short-term Service Users unless agreed with the Council in writing in advance

9.2 Meals and Beverages

The Service Provider will ensure that:

- 9.2.1 all meals and beverages it provides for service Users shall
 - 9.2.1.1 include all meals snacks and non-alcoholic beverages (to include breakfast lunch tea and supper with snacks and drinks available freely on request)
 - 9.2.1.2 consist of a healthy nutritious balanced menu which offers a choice and reflects the views and preferences of the Service Users which shall include hot and cold options, special diets vegetarian meals and those reflecting a cultural preference
- 9.2.2 Service Users are actively consulted about what food they like or dislike and what food and drinks are provided and their availability in the Home. They should also be encouraged to prepare drinks and snacks for themselves

where appropriate.

9.2.3 Staff receive adequate training to identify and respond to nutritional and hydration issues relating to the Service Users

9.2.4 it encourages the Home to achieve any healthy eating award administered by their local area council

9.3 Personal Care

9.3.1 The Service Provider will ensure that:

9.3.1.1 personal care is of a high standard and delivered in a person centred way promoting choice based on personal preferences.

9.3.1.2 personal care is offered at a level the Service User considers acceptable and as defined in the Assessment of Needs. This shall include (if required) assistance with

(i) Dressing

(ii) Washing (including hair)

(iii) Bathing

(iv) Taking to the toilet (including the management of catheters and the provision and changing of incontinence pads).

(v) Shaving

(vi) Eating

(vii) appropriate finger and toe nail care

9.3.1.3 where a Service User is unable to purchase basic requirements to maintain personal hygiene the Home will ensure that the personal hygiene needs of the Service Users are met within the Payments

9.3.1.4 minor repairs to clothing are inclusive in the Payments. (Personal Care should include access to Incontinence services and aids provided by other agencies)

9.3.2 The Council does not encourage the charging of Service Users for additional services. However where a charge does exist then a scale of charges must be displayed within the Home (and made clear in the terms and conditions given to the Service Users). Such services may include:

(i) hairdressing

(ii) dry cleaning

(iii) exceptional trips (that are not part of everyday life)

(iv) non-basic toiletries

(v) major clothing repairs

- (vi) chiropody
- (vii) alcoholic beverages
- (viii) cigarettes
- (ix) replacement clothing (unless the originals have been lost by the Service Provider)
- (x) personal copy of a news paper
- (xi) alternative therapies

and the costs for these may be met by way of Service User or in agreement in advance from another paying party.

9.4 Infection Control

The Service Provider will ensure that it complies with the Registration Body guidelines regarding infection control and that:

- 9.4.1 infection control management is an integral part of the overall management of the Home
- 9.4.2 infection control guidelines are available at the Home and Staff are trained to follow them
- 9.4.3 a protocol is available highlighting basic principles of risk assessment in relation to microbiological hazards
- 9.4.4 cleaning schedules are available covering all equipment and the environment to ensure good standards of general hygiene are maintained throughout the Home
- 9.4.5 correct facilities are available to enable Staff, Service Users and visitors to decontaminate their hands appropriately
- 9.4.6 clinical care guidelines and guidelines on decontamination of equipment reflect current evidence based infection control guidelines
- 9.4.7 facilities are available at the Home to manage waste and dirty linen in accordance with the legal and infection control requirements
- 9.4.8 it can produce evidence of planned and regularly updated training for all Staff in infection control
- 9.4.9 the correct adequate disposable protective equipment is provided to Staff for their use.
- 9.4.10 allows reasonable access to independent professionals to carry out an infection control audit of the home and acts upon the findings and recommendations of the audit.

9.5 Health Care

In the provision of Health Care the Service Provider will ensure that:

- 9.5.1 where the practice of self-administration of medicines is established or forms part of a planned preparation of a Service User move towards greater independence adequate steps must be taken to monitor compliance by Staff within legal requirements following an assessment and with the agreement of the Service User and family or Care Manager where appropriate and in accordance with guidelines issued by the Registration Body from time to time.
- 9.5.2 it is responsible for the collection and dispensation of prescribed drugs and medicines in accordance with the Individual Care Plan.

9.6 Social Care

In the provision of social care the Service Provider will ensure that:

- 9.6.1 the Home has social facilities as part of a homely environment such as TV and board games and also organizes social activities within the Home or away from the Home which would constitute part of an ordinary lifestyle e.g. shopping trips, walks, visits to church, mosque or temple
- 9.6.2 Service Users are encouraged to follow (where possible) their chosen life style which should include leisure and social pursuits and allow them the opportunity to meet their spiritual needs
- 9.6.3 Service Users have the right to choose and wear their own clothes which should be clean and in good repair at all times. Minor repairs are the responsibility of the Service Provider.
- 9.6.4 Where appropriate Service Users are encouraged to go on shopping trips or have access to a shopping facility to purchase personal items. If an additional cost is incurred a charge equivalent to the hourly Staff rate may only be made where it has been agreed in advance with the Service User/family or Care Manager as appropriate. Shopping for special occasions such as Christmas and Easter should not incur an additional charge.
- 9.6.5 Service Users' visitors are welcome at all reasonable times. There should be access to facilities for Service Users and visitors to have access to or make drinks. Where required the Service Provider should make available a private area which is free from interruption for families or visitors.
- 9.6.6 any costs incurred by the Service Provider in the arrangement of transport and escorts as necessary to enable the Service User to access external

social activities must be agreed by the Service User (or paying party) in advance.

9.6.7 where external activities or a specific day service is agreed as part of the Assessment of Needs the Council may meet the additional cost of transport (this shall be detailed in the Service Users Individual Placement Contract).

9.6.8 the Service Provider will in the first instance seek the assistance of Service User's family members or friends or the appropriate health provider (i.e. hospital / GP) to transport the Service User to meet health needs

9.6.9 access to the provision of aids and equipment which may enhance the quality of life of the Service Users

9.7 Service Users' Finances

9.7.1 The Service Provider will ensure that:

9.7.1.1 Service Users are free to take responsibility to manage their own finances if able to do so whilst staying at the Home.

9.7.1.2 No additional charges for assisting with finance should be made to the Service User or their relatives without prior agreement from the Care Manager

9.7.1.3 Any additional charges in relation to 9.3.2 (The Service) should be clarified and agreed with the Care Manager when admission is being considered.

9.7.2 The Service Provider must ensure that if they are required to collect State Benefit entitlement on behalf of a Service User either:

9.7.2.1 the Service User receives their State Benefit or

9.7.2.2 proper arrangements have been made in agreement with the Service User or their nominated representative for the safe-keeping of such State Benefit or

9.7.2.3 where the Service User is unable to make decisions and has no family that arrangements have been made to manage the money which are satisfactory to the Care Manager in accordance with the Assessment of Needs.

9.7.3 The Service Provider shall at all times ensure that any money or personal effects owned by the Service User are recorded on the Service User's admission and any such effects which are subsequently stored by the Service Provider on behalf of the Service User are clearly labelled as to ownership and are stored securely at all times

9.8 Equipment and Materials

The Service Provider will ensure that appropriate equipment and materials should be available to facilitate high quality care for each Service User in accordance with the Assessment of Needs and subsequent reviews. This must include the following:-

- 9.8.1 a range of pressure relieving aids and devices obtained from the relevant agency.
- 9.8.2 all the equipment required to ensure safe handling and movement of Service Users.
- 9.8.3 a range of Aids to Daily Living and general care.
- 9.8.4 suction equipment and airways (where the Home provides nursing care)
- 9.8.5 the required oxygen storage facilities for its use as a prescribed commodity
- 9.8.6 where nursing care is being delivered the Service Provider must make available a syringe driver to relieve Service Users pain. The Service Provider should ensure that there is a member of Staff on duty at the Home 24 hours a day who is trained to operate the syringe driver and is also competent to do so.

10 SENSORY AND MOBILITY LOSS AND IMPAIRMENT

The Service Provider will ensure that:

- 10.1 Staff observe any indications of changes in sensory abilities or physical mobility of Service Users and report them to the Service Provider. These will be recorded in the Service User's Individual Care Plan and in consultation with the Service Users and a referral may be made for medical advice or treatment.
- 10.2 as far as practicable prescribed aids and equipment are to be obtained for Service Users.
- 10.3 it is aware of and encourages the Service User to use any other aids and equipment which enhances the Service User's life (e.g. Talking Books magnifying glasses).
- 10.4 all aids and equipment are kept clean and maintained in good working order and in accord with manufacturing instructions. Under no circumstances will defective equipment aids be used.
- 10.5 Staff are trained in assisting Service Users in the proper use of the

aids and it is the responsibility of the Service Provider to secure this training.

- 10.6 Staff can communicate with Service User with sensory impairments and are trained in the basic skills of assisting Service Users who have impaired mobility and the Service Provider will endeavour to promote the independence of the Service User wherever possible.
- 10.7 Staff are aware of the social isolation which may arise from sensory impairment and physical impairment and poor or reduced mobility and will seek ways of addressing such isolation in consultation with the Service User

11 CHALLENGING BEHAVIOUR

- 11.1 Where the Service Provider is concerned that a Service User's behaviour (or that of family or a friend) is adversely affecting the health safety comfort and quality of life of other Service Users and or the Health and safety of Staff the Service Provider must bring the matter to the attention of the relevant Social Work team (who placed the Service User at the Home) as soon as possible (and discuss/ keep under review if it is appropriate consider a safeguarding referral (as detailed in Schedule 2 paragraph 3)) and may:
 - 11.1.1 discuss the matter with the Service User;
 - 11.1.2 discreetly sensitively and with regard to confidentiality gauge the response of those affected by the behaviour;
 - 11.1.3 discuss the matter with the Service Users family friends (if appropriate);
 - 11.1.4 Involve other specialist professionals;
 - 11.1.5 Maintain adequate records so that care plans and other documents may be able to give some indication to the behaviour patterns
- 11.2 The Service Provider will have a written policy on the use of restraint which will be communicated to Staff and available on request to the Council.
- 11.3 The appropriateness and level of medical intervention to address challenging behaviour including the administration of drugs or medication shall be decided only by a GP or Medical Consultant. The Care Manager must be informed by the Service Provider as soon as possible of any such intervention.

- 11.4 The Service Provider will work to the Council's Management of Actual and Potential Aggression Policy and ensure that care Staff are trained in the Management of Actual and Potential Aggression accredited or BILD equivalent and this training is refreshed and updated in line with recommendations or every two years.
- 11.5 Staff will be given appropriate training to develop their skills in non-drug interventions.
12. NURSING CARE [NOT USED]

SCHEDULE 2

SERVICE STANDARDS

1.0 GUIDING PRINCIPLES

- 1.1 The Parties will seek to provide a Service that:
- 1.1.1 encourages the rights of Service Users to make decisions about their own lives
 - 1.1.2 acknowledges and seeks to address and avoid the ways in which Service Users are marginalised and subjected to discrimination
 - 1.1.3 ensures that members of Staff are committed to anti-discriminatory and anti – oppressive practice and seek to examine their own attitudes.
 - 1.1.4 ensures that the privacy and individuality of all Service Users is respected
 - 1.1.5 respects the confidentiality of any information gained about Service Users whilst ensuring that Staff are clear that they have a duty to share any concerns about Service Users' mental and physical welfare with their managers and other professionals involved in the Service Users support
 - 1.1.6 fostering independence and enabling Service Users to reach their full potential
 - 1.1.7 protecting Service Users when they are at risk
- 1.2 The Service Provider must provide the Service in accordance with the terms of this Contract and with all the skill, care and diligence to be expected of a competent provider of services of a similar kind to the Service

- 1.3 In providing the Service the Service Provider must also comply with any of the practices performance ratings and quality standards that are set out or referred to in this Contract and all statutory provisions and guidance which apply to the Service and are issued from time to time by the Registration Body

2.0 PROTECTION OF ADULTS AT RISK

The Service Provider will ensure that:

- 2.1 in cases of actual or suspected abuse to a Service User there must be strict adherence to the Safeguarding Adults Multi Agency Policy and Procedures for the West Midlands in order to protect the Service User and comply with any investigation carried out by the Council
- 2.2 it and its Staff are aware that abuse includes financial; material; physical; psychological; neglect; omissions; sexual and discriminatory abuse. It may be perpetrated by other Service Users; Staff or people visiting the Service Users, family members or friends.
- 2.3. it has a written statement communicating to Staff about the Safeguarding Adults Multi Agency Policy and Procedures for the West Midlands how abuse may be recognized and Staff responsibilities where they suspect it has taken or might take place. This statement will be made available to the Council on request.
- 2.4 co-operates with the Council's policy on the reporting and investigating procedures of suspected or actual incidents of abuse.
- 2.5 any allegation of abuse should be reported immediately to the Council's appropriate Social Care team immediately in accordance with policy and procedure.

3.0 SERVICE PROVIDER INFORMATION [NOT USED]

4.0 COMPLAINTS

- 4.1 Complaints will be managed in accordance with the provisions of Clause 38 of the terms and conditions of this Contract.

5.0 POLICIES, PROCEDURES AND GUIDANCE

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

- 5.1.1 Operational policies including recruitment and retention of Staff.
- 5.1.2 Grievance and disciplinary procedures.

- 5.1.3 Health and Safety Policy
 - 5.1.4 Confidentiality record keeping and security policy.
 - 5.1.5 Lone/out of hours working policy.
 - 5.1.6 Staff training policy.
 - 5.1.7 Risk Management policy and procedure.
 - 5.1.8 Service User Rights and Responsibility Statement
 - 5.1.9 Whistle blowing Policy
 - 5.1.10 Mental Capacity Act: Deprivation of Liberties Safeguard Policy and procedure
 - 5.1.11 Dealing with Violence, Aggression and Disruptive Behaviour in line with the Council's Management of Actual and Potential Aggression Policy
- 5.2 The Service Provider will ensure that all Staff used to provide the Service have access to copies of the Council's Multi Agency Safeguarding Adults Policy and Procedure and the whistleblowing policy "Speak Up about Wrongdoing" and understands them.
- 5.3 The Service Provider will ensure that all Staff have copies of all the policies and procedures listed above and sign a form (which will be held on the staff file) which indicates that they have received read and understood them.
- 6.0 STAFFING
- 6.1 General Standards
- 6.1.1 The Service Provider will ensure that there are enough trained and qualified Nurses (where required); care Staff and ancillary Staff on duty at the Home at all times to deliver care which is of a high standard.
 - 6.1.2 The Service Provider will have evidence on how they have made the assessment of how many of any type of Staff such as Nurses (where required); carers and ancillary Staff are needed to deliver the Service. This methodology will take into account the needs of all the Service Users; the layout of the Home; the abilities and experience of the Staff at the Home and current Best practice and guidance. This assessment will be updated frequently and whenever there are changes within the Home which would affect the Service to the Service Users.

6.1.3 Where the Service delivers Nursing Care then a nurse must be on duty at the Home at all times to deliver the Service. This includes waking night nurse and care Staff.

6.2 The Home Manager

6.2.1 The Home Manager is to be registered with the Registration Body. Where a new Home Manager is appointed at the Home they will apply for registration with the Registration Body as soon as possible.

6.2.2 The Council are to be notified, within twenty-eight (28) working days, if a Home Manager ends their employment at the Home and when a new Home Manager is appointed into the role.

6.2.3 There is an expectation that a Home Manager is appointed to manage the Home. If the Home Manager is expected to manage another home, or any other business, concurrently or is moved to cover another home the Council are to be notified, within ten (10) working days.

6.2.4 The Home Manager must be sufficiently experienced and qualified. It is expected that the Home Manager would hold NVQ level 4 or equivalent or be actively working towards it when taking on the role.

6.2.5 The Home Manager will have sufficient supernumerary time to carry out the managerial tasks associated with the role such as staff supervisions; staff meetings; auditing of care plans and associated documentation; etc.

6.2.6 The Home Manager will have daily access to a computer at the Home including a confidential email address. This email address is to be made available to the Council.

6.3 Recruitment and Selection

6.3.1 From the Commencement Date the Service Provider will ensure that all new Staff used to provide the Service are recruited in accordance with the staff recruitment and selection requirements as detailed in the Specification

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

6.3.3 The Service Provider shall at all times during the period of this Contract engage sufficient Staff of sufficient ability skill knowledge training and experience for the proper performance of the Service

and shall continuously supervise the performance of Staff and ensure that there is a sufficient reserve available to provide the Service at all times

6.3.4 The Service Provider shall be entirely responsible for the employment and conditions of service of its own employees and shall at all times be fully responsible for the payment of all salaries and wages income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any persons employed by the Service Provider and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof

6.3.5 The Service Provider shall provide a means of identification to all its Staff and shall require them to produce such identification on request

6.3.6 The Service Provider will ensure that:

6.3.6.1 There is a clear written job description and employee specification for all Staff

6.3.6.2 Job applications are in writing and describe previous experience, training, full employment history since leaving school and explain the reason for leaving previous employment and any gaps in employment.

6.3.6.3 Candidates selected for possible appointment are interviewed and provide two satisfactory written references, one of which must be from their current or last employer and from a previous employer from the care sector if applicable. Provision must be made for references to be taken from all previous employers if required. References should ask reasons for leaving, whether the employers providing the reference would offer re-employment and whether any disciplinary investigations have been undertaken and why

6.3.6.4 References are received and checked before employment commences, including the authenticity of the reference.

6.3.6.5 Job applicants make a written declaration of previous convictions and disqualifying conditions and provide

information of any other name by which they have been known in accordance with the latest guidance issued by the DBS

6.3.6.6 Before the Service Provider engages or employs any person in the provision of the Service, or in any activity related to, or connected with, the provision of the Service, the Service Provider must without limitation, complete the Employment Checks and any other checks required by the Disclosure and Barring Service. All Staff working with adults at risk undergo a search by the DBS. The Service Provider must follow guidance issued by the DBS as to the level of disclosure required for each Staff post and ensure that the Code of Practice of the DBS is strictly adhered to. The Service Provider shall ensure that it keeps itself informed of and complies with all current legislation regarding the vetting and barring of Staff in particular the Safeguarding Vulnerable Groups Bill.

6.3.6.7 Verify the identity of all Staff prior to employment using an official document.

6.3.6.8 Check the authenticity of qualifications prior to employment.

6.3.6.9 Staff are provided with information about their conditions of employment, disciplinary, grievance procedures and whistleblowing policies.

6.3.6.10 All Staff make a written undertaking in respect of confidentiality.

6.4 In the event of agency Staff being used the Service Provider must ensure that it can evidence that the agency has carried out thorough checks including references and hold a valid certificate of clearance issued by the DBS and that selection processes have been rigorous.

6.5 All new Staff must be appointed on a probationary contract, renewal of which must be dependent upon satisfactory performance and completion of the Induction Programme. This provision must also apply to internal transfers.

6.6 Where any concerns have been raised about a potential member of Staff by a referee or through the DBS check and the person is nevertheless deemed

to be suitable for care work appropriate and sufficient monitoring must be undertaken by the Service Provider in respect of the concerns raised. The Service Provider must be able to demonstrate that such monitoring has been carried out.

6.7 Where a member of Staff has been dismissed for abuse of a Service User the Council's Contracts Manager should be informed of the name of that member of Staff and the reason for dismissal and a referral must be made to the Council in accordance with the safeguarding adults procedures. Where an Adult Safeguarding investigation is ongoing the Service Provider shall continue with its disciplinary action against any members of Staff even if they resign from their post with the Service Provider and shall refer them to the Disclosure and Barring Scheme (DBS) if the criteria for referral has been met. The Service Provider shall also ensure that it notifies the Council's Adult Safeguarding Team in writing of the outcome of any referral to the DBS.

6.8 Qualifications and Experience

6.8.1 It is essential that all Staff recruited to the Service meet the requirements of any relevant legislation

6.8.2 Managers should provide evidence of the ability to manage Staff and systems effectively and to establish positive relationships with other professionals.

6.9 Induction and Training

6.9.1 All Staff will undertake a thorough and fully documented induction training programme which will be made available to the Council upon request. The induction training will cover all aspects of training in line with their requirements of the Care Certificate which will include:

- A programme introducing Staff to the organisation its policies procedures and standards
- Confidentiality and security of Service User information and access to information
- Adult protection in accordance with the Council's Multi-Agency Safeguarding Adults Policy and Procedure.
- Equal opportunities
- Health and Safety

- Working practices and how the organisation's policies procedures and standards apply to a day on a day basis
 - The Service Provider will ensure that its employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them
 - Infection Control
 - Mental Capacity Act 2008
 - Mental Capacity Act: Deprivation of Liberties Safeguard Policy and procedure
- 6.10 The Service Provider will ensure that all Staff used to provide care will receive their induction to the Care Certificate standards within 12 weeks of starting work with the Service Provider
- 6.11 Training
- 6.11.1 The Service Provider will ensure that the Home Manager has a computer within 1 month of the Commencement Date (including the facility to accept and send confidential emails) and is able to provide workforce data to the Skills for Care Partnership to meet the requirements of the Skills for Care National Minimum Data Set also that there is an ongoing programme of training available (which underpins knowledge for NVQ's and enables Staff to continually improve their performance) should be available.
- 6.11.2 The Service Provider should ensure that a computer is made available to Staff undertaking e-learning training programmes.
- 6.11.3 The Service Provider will keep itself informed about funding opportunities for training provided through the Skills for Care sub-regional Partnership known as the Care Workforce Development Partnership and should be able to get information on this by either contacting the Council's Community Services training unit or the local Skills for Care co-ordinator.
- 6.11.4 The Home Manager will undertake regular appraisals of care Staff performance and training needs. Targets should be set to ensure all Staff achieve an appropriate NVQ Level 2 or Level 3 QCF Diploma's and Certificate or equivalent.
- 6.11.5 The Council and SPIC has an approved list for training providers

and it is recommended that the Service Provider gives consideration to providers on that list. Where alternative training providers are used the Service Provider should endeavour to ensure that the standards and quality of training supplied are commensurate with those of approved providers. Information on quality standards for training is available from the Council's Social Care and Health Training Team Learning and Training Services Community Services.

6.11.6 The Service Provider will ensure that there is an up to date electronic training matrix in place for all members of Staff which documents the name of the member of Staff; their role in the Home; the training they have had and the date the training was carried out and the date the training is to be refreshed or renewed. This information must be held at the Home.

6.11.7 The Service Provider will ensure that all Staff are adequately trained in all areas of care delivery such as:

Health and Safety including the COSHH regulations

Infection control

Moving and Handling

Dementia Care

Mental Capacity Act

Deprivation of Liberties (DOLs)

Safeguarding

Speaking up about wrongdoing

Food Hygiene

Fire Safety

Medication Administration

Care plans and recording

Nutrition and hydration

This is not an exhaustive list. The Service Provider will ensure that Staff have this training refreshed in line with best practice which is within three years of the originally training. In addition the Service Provider will check the competency of Staff to deliver aspects of care or nursing and will keep a record of these checks.

6.11.8 The Service Provider will ensure that all nurses at the Home, where the Home is nursing home will be adequately trained and have their

training and practice refreshed in accordance with Best Practice from the Nursing and Midwifery Council or equivalent body.

6.12 Supervision

6.12.1 Supervision will take place between all Staff and their line manager in accordance with the frequency requirements of the Registration Body and this will be no less than four (4) times per year at intervals of every three (3) months. Written records will be kept on the content and outcome of each supervision meeting and the Council has the right to view these on request.

6.13 Use of cars for work purposes

6.13.1 Where required the Service Provider should make arrangements for appropriate safe transport and escort as necessary to enable the Service User to access health and social care services and social activities. Care will be taken to ensure that if a Service User uses a wheelchair that this is approved for use in a vehicle and is secured safely and appropriately in accordance with any relevant guidance.

6.13.2 Staff using their cars for work purposes must ensure that they comply with all road traffic regulation and have appropriate business class insurance; a copy of the insurance certificate will be kept of the Staff members file and will be available for inspection.

6.13.3 Vehicles used by Staff to transport the Service Users should carry appropriate insurance and be regularly serviced and any concerns about roadworthiness and safety reported to the Service Provider and Home Manager

6.13.4 Any driver used by the Service Provider to transport Service Users MUST:-

- Declare any driving convictions
- Be authorised by the Service Provider
- Hold a current driving licence appropriate for the vehicle driven

7.0 RISK MANAGEMENT AND HEALTH & SAFETY

7.1 The Service Provider will have a risk management policy in respect of Service Users. Steps taken to minimise risk will be discussed with the Service User's

family or Care Manager. The policy will recognise the Service User's right to take risks as an expression of independence but will take into account the effect on other Service Users and Staff. This policy should be communicated to all Staff, Service Users and their family and Care Manager

The Service Provider shall ensure that:

- 7.2 7.2.1 the Service is provided with proper regard to Health and Safety legislation which shall comprise all statutes codes of practice Regulations British Standards and Guidance Notes relevant to Health and Safety and the performance of this Contract. Further guidance is obtainable from the Registration Body the Health and Safety Executive and the local authority Environmental Health Inspectors
- 7.2.2 a Health and Safety Policy Statement meeting the requirements of the Health and Safety at Work Act 1974 or where there are four or less employees (a statement which will be issued by the Council) and subsequently endorsed by the Service Provider agreeing to meet certain health and safety and other requirements when requested to do so by the Council
- 7.2.3 it undertakes a risk assessment in respect of each Service User at least annually or other such frequency as shall be agreed and to update the Individual Care Plan accordingly
- 7.2.4 The Service Provider must have a Health and Safety Policy in line with the Health & Safety at Work Act 1974 and of the Health & Safety at Work Regulations 1992 and any amendments thereof and management must make Staff aware of its contents.
- 7.3 Staff should be required to follow good practice in moving and handling and be provided with appropriate training and refresher training. Certificates of training undertaken should be held on their Staff files.
- 7.4 Records of all Health & Safety training, including refresher training must be kept and held at the Home.
- 7.5 A full written risk assessment should be completed under the requirements of the Health and Safety at Work regulations 1992 on the Service and if required in respect of each Service User when he/she is first admitted and when any changes to his/her care needs arise
- 7.6 The Service Provider must have a policy/procedure for dealing with violence, aggression and the use of restraint physical intervention

- 7.7 All accidents, incidents and violent 'near misses' involving Staff and Service Users must be recorded. This record should include any steps taken to prevent a recurrence. Accidents must also be recorded in an accident book.
- 7.8 For as long as this Contract remains in force the Service Provider must have in place and adhere to a Health and Safety policy which complies with all statutory requirements, and provide details of this policy to the Council at any time upon request
- 8.0 QUALITY ASSURANCE
- 8.1 The Service Provider must be able to demonstrate to the Council that it has a commitment to the quality of the Service and must allow officers of the Council access to all records for the purpose of monitoring and complaint investigation at all times. Confidentiality will be observed at all times
- 8.2 The Service Provider must have documented systems which enable it to:
- 8.2.1 check on whether it is delivering the Service in accordance with the Contract and its Specification
 - 8.2.2 check whether it is doing this efficiently and effectively
 - 8.2.3 check on whether Staff are provided safe systems of work
 - 8.2.4 check whether the Service is being delivered in a way which takes account of the Service User's needs and preferences and satisfaction
 - 8.2.5 check to ensure that all records are up to date
 - 8.2.6 check whether in the view of Service Users parents / carers the Council and other relevant agencies consider the quality of the Service can be improved
- 8.3 8.3.1 provide information to the Council evidencing that the systems are in place and being used and hold all records which demonstrate this at the Home.
- 9.0 CONTRACT MONITORING
- 9.1 The Contracts Manager is responsible for monitoring the Service Provider's compliance with the terms of this Contract. Officers of the Council may seek to monitor this Contract by:
- 9.1.1 visiting the Home (announced or unannounced from time to time) to undertake a review on any or all aspects of the operation of the Service and compliance by the Service Provider with the terms set out in this Contract. The Council will have careful regard to the

nature of the Service provided and shall when on premises controlled by the Service Provider respect Service Provider's rules as to security health and safety.

9.1.2 carrying out a quality assurance exercise which may involve contacting Service Users and/or their families and friends and ascertaining their views on the provision of the Service at the Home
The Service Provider will:

9.2 9.2.1 allowing Officers of the Council access to the Home (upon the production by Council Officers of an identity badge) to carry out a monitoring visit. This may include viewing the Home and areas used at the Home for the provision of the Service such as Service Users' bedrooms (Officers shall have regard to Service User's privacy whilst at the Home) communal areas, kitchen, bathrooms, halls (and any areas that a Service User can gain access to) to monitor and observe the provision of the Service to Service Users as required under the terms of this Contract.

9.2.2 giving assistance to Officers and prompt access to at any file information or record it holds in respect of the Service User or the provision of Service to the Service Users as required by this Contract (which may include but is not limited to Service User's care files (including care plan, reviews, Assessment of Needs, risk assessments, daily notes), the recruitment and selection of Staff, policies and procedures, documentation relating to the Personal Allowance (if applicable) (and how these are put into practice at the Home)

9.2.3 allowing Officers of the Council to speak to Service User's and Staff in private (the Council shall have regard to the Service User's needs and Staff needed on duty to provide the Service)

9.2.4 allowing access to all records or information on Service Users or the provision of the Service (this may include informal records such as staff handover book, staff rota)

9.2.5 upon request provide photocopies of documentation (subject to the Council contributing to the Service Provider's reasonable photocopy costs)

9.2.6 supplying to the Council upon request the names of Service Users

resident at the Home (at any one time) and or any contact details the Service Provider holds for next of kin or family / friends that visit the Home for the purpose of contacting them to ascertain their views of the Service provided at the Home

- 9.2.7 meeting reasonable requests by Officers for information in order to investigate complaints made by Service Users; or to assess the financial viability of the Service Provider, the reliability and quality of care provision throughout this Contract period, consistency and standards of care, the Service User's and/or their representative's views of the care provided.
- 9.2.8 keeping an accurate record of all Staff on duty at the Home at any time (usually called the Staff rota) including a note if the Home Manager or any member of Staff leaves the Home for a period of time during their shift and make these available to Council Officers on request.
- 9.2.9 keeping a record of all audits of records carried out at the Home and make these available to Council Officers on request
- 9.3 The Care Manager is responsible for monitoring the provision of Service to the Service User as detailed in the Assessment of Need, the Care Plan and and:
 - 9.3.1 may seek to monitor the Service Provider's in-house systems of monitoring and review in respect of the provision of the Service to the Service User and evidence that the systems are being used effectively and that Individual Care Plans are being implemented and monitored and that needs identified within a Service User's Assessment of Needs are being met effectively.
 - 9.3.2 inform the Service Provider if it fails to meet the requirements of Care Plan and Assessment of Need and serve a Notice in accordance with Clause 13 (Breach) specifying what improvements should be made detailing the time scales and monitoring processes.
 - 9.3.3 inform the Contracts Manager of any failings of the Service Provider and the outcome of the monitoring process. If in the opinion of the Care Manager there continues to be concerns the Care Manager will inform the Contracts Manager. The Council reserves the right in these circumstances to suspend or terminate the IPC in accordance with

clauses 14 (Suspension) and 17 (Extension and Termination).

- 9.4 The Service Provider will ensure that it obtains any necessary consent from Staff and/ or Service Users to allow access to files to monitor the provision of the Service.
- 9.5 Monitoring maybe achieved by SPIC periodically being consulted by the Council about the quality of Service provision.

10 HEALTHWATCH MONITORING

- 10.1 The Service Provider will allow an Authorised Representative of Healthwatch to access the Home to enter and view the Home and observe the carrying on of activities and the Services at the Home.
- 10.2 The duty on the Service Provider to allow the Authorised Representative access in accordance with paragraph 9.6 above shall not apply where:
 - 10.2.1 the presence of the Authorised Representative at the Home or in a part of the Home would compromise either the effective provision of the Services or the privacy or dignity of any person;
 - 10.2.2 the Authorised Representative does not comply with the following:
 - a. any viewing or observation carried out by the Authorised Representative is to be carried out for the purposes of the Healthwatch and;
 - b. whilst at the Home pursuant to paragraph 9.6 above the Authorised Representative does not act in any way that compromises the effective provision of the Services or the privacy or dignity of any person;
 - 10.2.3 access is requested to Excluded Premises;
 - 10.2.4 the Authorised Representative wishes to observe the carrying-on of Excluded Activities;
 - 10.2.5 access is requested to the Home or part of the Home at any time when the Services are not being provided at the Home or any part of the Home;
 - 10.2.6 in the opinion of the Service Provider the Authorised Representative is not acting reasonably and proportionately in seeking to enter and view and observe the carrying-on of activities at the Home; or
 - 10.2.7 the Authorised Representative does not provide the Service Provider with written evidence that he or she is authorised by the Healthwatch

11 HEALTHWATCH REQUESTS FOR INFORMATION

- 11.1 Upon receipt from Healthwatch of a request in writing for information which in the opinion of the Healthwatch representative making the request is necessary for the effective carrying on of Healthwatch's activities the Service Provider will respond as follows:
 - 11.1.1 where the information requested is held by the Service Provider and is not exempt information in accordance with paragraph 11.2 below, the Service Provider must provide the information to Healthwatch within 20 (twenty) Working Days following the date of receipt of the request for information by the Service Provider;
 - 11.1.2 where the Service Provider holds the information and it is exempt information in accordance with paragraph 11.13 the Service Provider must:
 - 11.1.3 a. if paragraph 11.13 applies provide the information to Healthwatch in a form in which the identity of the individual cannot be ascertained, within 20 Working Days following the date of receipt of the request for information by the Service Provider; or
 - b. in any other case, within 20 (twenty) Working Days following the date of receipt of the request for information by the Service Provider notify Healthwatch that the Service Provider is not required to disclose the information requested;
 - 11.1.4 where the Service Provider does not hold the information, notify Healthwatch of this within 20 (twenty) Working Days following the date of receipt of the request for information by the Service Provider;
- 11.2 For the purposes of paragraph 11 information is exempt if it is:
 - 11.2.1 confidential and relates to a living individual, unless the individual consents to the information being disclosed;
 - 11.2.2 prohibited from disclosure by any enactment or order of court; or
 - 11.2.3 prohibited or restricted from disclosure by any rule of common law.
- 11.3 This paragraph shall apply where information requested under paragraph 11 is exempt by virtue of:
 - 11.3.1 the application of sub-paragraph 11.2.1; or
 - 11.3.2 the application of sub-paragraph 11.2.2 or 11.2.3 because the information is capable of identifying an individual; and which can be

disclosed in a form from which the identity of the individual to whom that information relates or is capable of identifying cannot be ascertained.

12 ADMINISTRATION

12.1 The Service Provider will supply information which the Council may request from time to time in order to comply with Central Government Departments requirements or as required for Performance Indicators

13 CONFIDENTIAL INFORMATION AND RECORD KEEPING

13.1 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.

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

13.2.1 name, address, date of birth (and a recent photograph)

13.2.2 gender, ethnic origin, spiritual preference and significant, relevant items of personal/medical history and critical incidents

13.2.3 next of kin - name, address and telephone number, LPA/Advanced care plan and Living Will as appropriate

13.2.4 GP - name, address and telephone number

13.2.5 Social Worker details

13.2.6 current Care Plan details

13.2.7 current risk assessment

13.2.8 personal accounts

13.2.9 death wishes (i.e. funeral/cremation/undertakers)

13.2.10 inventory of belongings

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

13.3.1 name, address and telephone number

13.3.2 position held (including the date started) and hours worked

13.3.3 next of kin - name, address and telephone number

13.3.4 GP - name, address and telephone number

13.3.5 Date of issue of identification and retrieval if appropriate

- 13.3.6 Recruitment details including a minimum of two references from previous employers, evidence of DBS checks and interview questions and responses.
- 13.3.7 Induction and training records
- 13.3.8 Copies of identification, training certificates and qualifications
- 13.4 The Service Provider will ensure that each member of Staff is made aware that their files may be inspected by Officers of the Council for the purpose of monitoring
- 13.5 In accordance with Caldicott recommendations and confidentiality requirements the Service Provider will ensure that:
 - 13.5.1 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.
 - 13.5.2 Service Users and Staff have access to their personal records in private and as quickly as possible if requested and no later than 21 days whilst considering the interest of any third party information which can only be given with the third party's permission.
 - 13.5.3 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.
 - 13.5.4 Staff are required to sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.
 - 13.5.5 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.
 - 13.5.6 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.
 - 13.5.7 confidentiality and security training is 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
- 13.5.8 Staff contracts explicitly mention confidentiality and disclosure issues
 - 13.5.9 the flows of Service User information are reviewed
 - 13.5.10 information collections have a named owner (member of Staff) who is responsible for protecting access
 - 13.5.11 confidential information on Service Users is safeguarded so that unauthorised people do not gain access to it.
 - 13.5.12 protocols governing the sharing of Service User information with other organisations is agreed and understood
 - 13.5.13 a named individual is appointed who will have responsibility for data security
 - 13.5.14 it has a programme to review typical risks regarding Service Users identifiable information
 - 13.5.15 incidents involving security breaches are anticipated and dealt with appropriately
 - 13.5.16 security issues are monitored and reported
 - 13.5.17 passwords are used to safeguard information held on computer regarding the Service
 - 13.5.18 only authorised persons have access to information and only if they need it to carry out their roles.
 - 13.5.19 if it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification



Appendix 1

Return to: Shropshire Council Payments
 Shirehall
 Abbey Foregate
 Shrewsbury SY2 6ND
 FAX 01743 252184

To be returned by:

HOM:

Supplier Short code

Payment Type

Person ID	Name	Start Date	End Date	Date Admitted to Hospital	Date Return from Hospital	Deceased Date	Office Use Only
							Payments Section

Please contact the Payments Team on (01743) 252653 with details of any discharges or deaths within 72 hours. Thank you.	Seen	by	
	Payments		

I confirm the details are correct: Signed.....Designation.....Date.....

NOTIFICATION TO SHROPSHIRE COUNCIL (As required by Clause 20 of this Contract) Appendix 2

DATE:

FAXED TO: Duty Officer

1. NAME AND ADDRESS OF HOME:	2. SERVICE USER DETAILS:
	Surname: _____ First Name: _____
Post Code: _____ Telephone Number: _____	Individual Placement _____ Contract Number: _____ Date of Birth: _____
3. NOTIFICATION regarding: (Please tick appropriate box and detail below)	
<input type="checkbox"/> hospital admission of a Service User:.....Date:..... <input type="checkbox"/> hospital Discharge of a Service User to the Service Provider:.....Date:..... <input type="checkbox"/> the death of a Service User:.....Date:..... <input type="checkbox"/> complaints received from the Service User or their family or carer; <input type="checkbox"/> allegation of or actual abuse to a Service User; <input type="checkbox"/> serious accident to the Service User <input type="checkbox"/> disappearance of the Service User <input type="checkbox"/> any circumstances where a Service User has refused provision of the Services e.g. where a Service User has failed to take up their place <input type="checkbox"/> significant change to physical or mental condition of the Service User; <input type="checkbox"/> major injury to a Service User as defined in the “Reporting of Injuries Diseases and Dangerous Occurrences” Regulations 2013; <input type="checkbox"/> voluntary discharge by a Service User and/or their representative; <input type="checkbox"/> holiday periods of the Service User; <input type="checkbox"/> unplanned over-night absence even if the Service User subsequently returns <input type="checkbox"/> allegation of or actual racial harassment abuse or discrimination <input type="checkbox"/> the Service User being absent from the Home overnight for any reason <input type="checkbox"/> any emergency at the Home (Clause 44 Emergency Planning)	
DETAILS:.....	
.....	
.....	
.....	

For Council Use: Notified Payments Team (if applicable) of above DATE on: _____

Action: _____

APPENDIX 2

Appendix Three: Electronic Contracts Service Provider Information

The Council issues care agreements made between the Council and Service Providers for individual Service Users in electronic format i.e. Word Documents. The Council will produce an electronic document(s) that will detail the cost of the service being commissioned; this will be sent to a specified e-mail address for each Service Provider.

The document(s) will be encrypted with a password; the password will be re-set every 3 months at the beginning of January, April, July and October and communicated to the Service Providers.

On receipt of the encrypted document(s) the Service Provider will un-encrypt using the correct password, update the document with the actual start date of the care and the end date if known at that time. The document will be re-encrypted and password protected by the Service Provider, then e-mailed from the designated mailbox back to the Council.

This will then be deemed to be an accepted agreement to provide the care at the stated costs.

To enable this to happen the Service Provider will need the following –

- A generic e-mail account that can be accessed by all relevant staff, this is to ensure that there are no delays when named individuals are on leave etc. *This e-mail account must be sent to the below e-mail address as part of the Service Provider setting up to receive electronic contracts.*
- Encryption software installed on the personal computers of all staff that will be updating the documents and returning them to the council. There is free software available on the internet to be downloaded such as Winrar or 7zip.

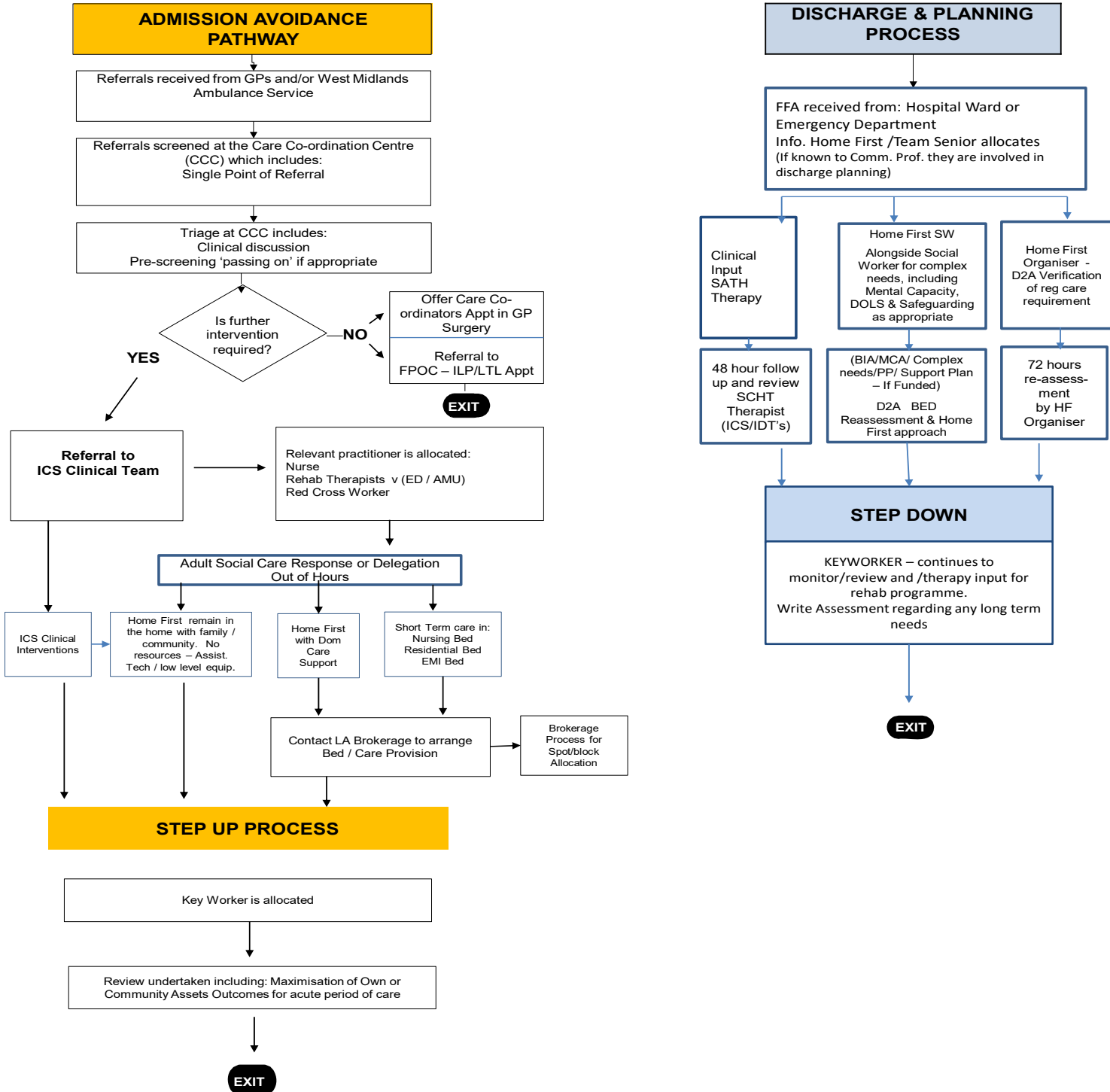
N.B. A document is produced for each service agreement that is added to CareFirst, so if there is a need for more than one service agreement e.g. one agreement for the Council's agreed rate, second agreement for top up amount, then two documents will be produced but these will be zipped and encrypted as one file. Both documents will need updating and returning

DRAFT Service Re-design for Intermediate Care – LA/SATH/Shropcom

Service Improvement & Efficiency Team

09/092016

Version 3



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

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

Position: Head of Legal and Democratic
Services

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

Position: 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:.....

Dated.....20

BETWEEN

SHROPSHIRE COUNCIL

and

XXX

FOR

BLOCK CONTRACT PURCHASE OF xxx D2A BEDS AT xxx FOR THE
PROVISION OF NURSING CARE AND/OR NURSING WITH DEMENTIA CARE
FOR OLDER PEOPLE

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THIS CONTRACT is made the day of 20 hereinafter called “the Contract”
between

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

(2) XXX (the “Service Provider”) of XXX.
(together ‘the Parties’)

NOW IT IS AGREED as follows:

DEFINITIONS

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

Associated Person in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.

Best Value he requirement under section 3 of the Local Government Act 1999 for local authorities to secure continuous improvement.

Bribery Act the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

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

Commencement Date **XXX.**

Commercially Sensitive Information comprises the information of a commercially sensitive nature relating to the Service Provider, its intellectual property rights or its business which the Service Provider has indicated to the Council in writing that, if disclosed by the Council, would cause the Service

	Provider significant commercial disadvantage or material financial loss;
Confidential Information	all information as defined by Clause 31.
Contract	means this agreement
Contract Documents	means all of the documents annexed to, contained and referred to within this Contract
Contracts Manager	the nominated officer of the Council authorised to oversee contractual arrangements in respect of the Service.
Council Data	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Service Provider by or on behalf of the Council; or which the Service Provider is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Council is the Data Controller.
D2A	shall mean Discharge to Assess
Data Subject	shall have the same meaning as set out in the Data Protection Act 1998.
Data Controller	shall have the same meaning as set out in the Data Protection Act 1998.
Data Processor	shall have the same meaning as set out in the Data Protection Act 1998.
Data Protection Legislation	the Data Protection Act 1998, GDPR, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and

	regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner
Employment Checks	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, disclosure and barring checks and occupational health checks.
Exempt Information	any information or class of information (including but not limited to any document, report, Contract or other material containing information) relating to this Contract or otherwise relating to the Parties to this Contract which potentially falls within an exemption to FOIA (as set out therein)
Expiry date	XXX
Financial Year	the period of 12 months from and including 1st April in one year to the 31st March in the next.
First Point of Contact	the Council's office which the Council will ensure that the Service Provider has up to date telephone and email contact details for
FOIA	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in clause 28 (Freedom of Information).
FOIA notice	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
GDPR	Means the General Data Protection Regulations to be brought into effect in the UK from 25th May 2018
Information	has the meaning given under section 84 of the Freedom of Information Act 2000

Intellectual Property Rights	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
Notice	a written communication issued in accordance with Clause 9 of the Contract
Officer(s)	those officers of the Council who are authorised by the Council to perform functions in connection with this Contract
Payment Review Parties	The review of Payment as detailed in Clause 5 the Service Provider and the Council and 'Party' shall mean either one of them
Payment	the amount payable by the Council to the Service Provider in accordance with this Contract as detailed in Clause 2
Performance Indicators	The performance indicators relating to this Contract issued by the Council from time to time
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998
Prohibited Act	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

(c) committing any offence;

(i) under the Bribery Act;

(ii) under legislation creating offences concerning fraudulent acts;

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

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

Project Materials

means all reports, the Specification, documents, papers, information, data, disks, drawings, samples, patterns, in whatever form, medium or format and wherever such Project Materials are located or stored together with all copies of Project Materials

Public body

as defined in the FOIA 2000

Receiving Party

means a party to this Contract to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response

Regulatory Bodies

those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;

Registration Body

the Care Quality Commission (or any other body which supersedes it) area office for the area where the Service is located and/or any other body which has

	regulatory powers or responsibilities in respect of the Service Provider
Regulated Activity	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Regulated Activity Provider	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
Request for Information	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
Review	means a formal review of the progress of the Services and the achievement of the Outcomes
Service	the Service as described in the Specification and Schedules of this Contract
Service Users	the persons or client group designated from time to time by the Council to receive the Service
Specification	the Specification contained in the Schedules to this Contract
Staff	all employees, agents, consultants and contractors of the Service Provider and/or of any Sub-contractor paid or unpaid;
Sub-Contract	any contract or agreement, or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof
Sub-Contractor	the third parties that enter into a Sub-Contract with the Service Provider
Term	means the period commencing on the Commencement Date and expiring on the Expiry Date

Third Party	a person (other than the Service User or the Council) who agrees to make a contribution to the cost of the Service
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive
Working Days	Monday to Friday inclusive (not including national bank holidays)
Writing	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received EXCEPT with respect to Clause 9 (Notices) of this Contract where the term "Writing" does not include facsimile transmission or electronic mail with respect to the service or receipt of Notices.

INTERPRETATIONS

- 1 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 2 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 4 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
 - i references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - ii the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

- 5 Words in the singular shall include the plural and vice versa.
- 6 A reference to one gender shall include a reference to the other genders.
- 7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 8 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 9 References to clauses are to the clauses of these terms and conditions.
- 10 Where any statement is qualified by the expression so far as the Service Provider is aware or to the Service Provider's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 11 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

WHEREAS

- (A) The Council wishes to receive a nursing care service and a nursing with dementia care service for older people
- (B) The Service Provider has the skills, background and experience in providing the Services required by the Council.
- (C) The Service Provider is willing to provide the Services as defined below and the Council is willing to appoint the Service Provider to provide the Services in accordance with the provisions of this Contract.

1 CONTRACT AND TERM

- 1(a) In consideration of the Payments the Service Provider will provide to the Service User(s) the Service set out in the Specification and this Contract must be read in association with the Assessment of Needs and where there is a conflict this Contract takes precedence
- 1(b) This Contract shall commence on the Commencement Date and shall continue until the Expiry Date subject to Clauses 10 (Breach), 11 (Prevention of Bribery) and 16 (Termination, Extension & Suspension) in accordance with the terms of this Contract.

- 1(c) In consideration of the Payment the Service Provider will allocate to the Council for their exclusive use **XXX beds**, in single rooms at the Home
- 1(d) In consideration of the Payments the Service Provider will allocate exclusively to Service Users **XXX D2A nursing beds with dementia care and XXX D2A nursing beds. [The beds will be made available on a phased based from the Commencement Date as set out within Schedule Three Payments][To be used if applicable]**
- 1(e) The Service Provider shall immediately (normally the first working day) notify the Council once the Service Provider becomes aware that a Block Bed is to become vacant.
- 1(f) In accordance with Clause 39 (Notification) the Service Provider shall immediately (normally the first working day) notify the Council once a Block Bed becomes vacant at short notice and discuss with the Council the options for allocating another Service User a bed within this Contract
- 1(g) If the Service Provider fails to assess a potential service user within 48 hours days of receipt of that referral or rejects a referral from the Council and as a result any of the beds are not at that time occupied by such referrals then the Council may reduce the amount payable for that bed under this Contract
- 1(h) On expiry of this Contract the Service Provider will allow all Service Users occupying a Block Bed on the Expiry Date to remain at the Home and the Council will pay the Service Provider the same per week per bed rate for Service Users as paid before the Expiry Date for the relevant Financial Year without requesting or receiving any third party contributions.
- 1 (i) If a Service User is re-admitted to hospital the Council reserves the right to refer another Service User into the Service

2 PAYMENT

- 2(a) The Council will pay to the Service Provider **£XXX** per week per bed in respect of **the D2A nursing beds and £XXX per week in respect of the XX D2A nursing with dementia care beds/ [The beds will be made available on a phased basis from the Commencement Date with payments made accordingly as set out in Schedule Three Payments] Payment for each bed in the Contract will be triggered on occupation of the bed and shall continue to be paid from that point to the termination or the expiry of the contract,][To be used if applicable]**

notwithstanding the provisions of Clause 1(g) (Contract and Term).

- 2(b) Payment will be made two weeks in advance and two weeks in arrears.
- 2(c) Payments to the Service Provider will be made through the BACS.
- 2(d) The Service Provider shall not make a charge to the Service User or any third party for the Service provided.
- 2(e) The Council reserves the right to set off against the price of the goods or services any sums owed or becoming due to the Council from the Service Provider.
- 2(f) If either Party fails to make any Payment to the other Party under this Contract within 30 days of receipt of an undisputed invoice then the Party who should make payment shall pay interest on the overdue amount at the statutory rate above the Bank of England base rate from time to time further to the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after Judgment.
- 2(g) The Council will determine each Resident's Contribution to the cost of their residential or nursing care. The Council will carry out financial assessments with all prospective Residents using CRAG (Charging for Residential Accommodation Guide) and will invoice each Resident in accordance with their assessed contribution. Under no circumstances should the Service Provider attempt to collect the Residents Contribution from the Resident. The Residents Contribution is collected by the Council.
- 2(h) For the avoidance of doubt the Council will not:
 - 2(h)(i) make Payments for any Service User residing in the Home who has not been referred by the Council.
 - 2(h)(ii) make Payments for FNC. Service Users are not expected to be eligible for FNC whilst accessing the Service and FNC should not be claimed from the CCG.
- 2(i) The Service Provider shall not be entitled to vary the Payment during the existence of this Contract unless with the prior written consent of the Council.
- 2(j) The Service Provider shall not charge, and the Council shall not be liable, for any expenses, charges, costs, fees except the Payments as set out in this Contract
- 2(k) Unless otherwise agreed in writing by the Council, the Service Provider will

pay any of its appointed sub-contractors within the time period specified in the Sub-Contract but in any event no later than 30 days from receipt of an undisputed invoice.

3 COMPLIANCE

- 3(a) The Council undertakes to:
- 3(a)(i) make the Payments to the Service Provider in accordance with Clause 2 (Payment)
 - 3(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate.
 - 3(a)(iii) Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Service Provider by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 3(b) The Service Provider undertakes to comply with the following in the provision of the Service:
- 3(b)(i) provide the Service in accordance with the Specification and with all due diligence care and skill expected of a suitable and experienced provider of such services
 - 3(b)(ii) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
 - 3(b)(iii) [NOT USED]
 - 3(b)(iv) the Safeguarding adults: multi-agency policy and procedures for the West Midlands
 - 3(b)(v) all standards required by the Health and Social Care Act 2008 in order to maintain registration thereunder
 - 3(b)(vi) all equal opportunities legislation and anti-discriminatory practices including those identified in Clause 30 (Equalities)
 - 3(b)(vii) ensure that Staff and Subcontractors are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request
 - 3(b)(viii) the Data Protection Act 1998

- 3(b)(ix) the standard required of a local authority under the Human Rights Act 1998. The Service Provider shall protect and shall not do anything in breach of Service Users' rights under the Act.
- 3(b)(x) the principles of Best Value
- 3(b)(xi) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance
- 3(b)(xii) declare to the Council at the end of each Financial Year any amount of underspend of the Payment and return the underspend to the Council if requested to do so by the Council.
- 3(b)(xiii) The Services shall only be performed/delivered by the Service Provider unless otherwise agreed in writing between the Parties
- 3(b)(xiv) The Service Provider shall provide the Services in accordance with all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Services
- 3(b)(xv) The Service Provider shall during the Term ensure that every person employed by the Service Provider in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services
- 3(b)(xvi) before the Service Provider engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Service Provider must without limitation, complete the Employment Checks and any other checks required by the Disclosure and Barring Service.
- 3(b)(xvii) The Service Provider shall carry out its own risk assessments relevant to the Services
- 3(b)(xviii) The Service Provider shall have a written procedure for dealing with complaints about the Service in accordance with clause 38 (Complaints) hereof
- 3(b)(xix) The Service Provider agrees that where requested in writing during the term of this Agreement it will ensure that an appropriately authorised representative of the Service Provider shall attend a Committee meeting of the Council upon being invited to do so by the Council

- 3(b)(xx) To support the national agenda of Public Health England the Service Provider will engage with future public health initiatives on the promotion of physical activity for adults and older adults.
- 3(b)(xxi) In performing his obligations under this Agreement, the Service Provider shall and shall ensure that each of its sub-contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 3(c) Prior to the engagement by the Service Provider of any staff or sub-contractor engaged to provide any part of the Services where such individuals will have contact with children up to the age of eighteen years old or where the performance of the Services may involve contact with vulnerable adults (as defined in the Safeguarding Vulnerable Groups Act 2006) the Service Provider shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:
- 3(c)(i) that each person being considered for engagement be questioned as to whether he/she has any convictions; and
- 3(c)(ii) that the results of a Disclosure and Barring Service (DBS) check of the most extensive available kind is obtained in accordance with Part V of the Police Act 1997 (as amended) and that each DBS check should include a search of the list held pursuant to the Protection of Children Act 1999 where the performance of the Service may involve contact with children and/or Safeguarding Vulnerable Groups Act 2006 where the performance of the Service may involve contact with vulnerable adults.
- 3(c)(iii) that a copy of the DBS check results are notified to the Council
- 3(d) The Council reserves the right to request, on dates to be agreed, regular informal reviews of the progress of the development of the Services between the Service Provider and the Council to ensure that the Outcomes/Performance Indicators are being achieved.
- 3(e) In the event that an informal review reveals that Outcomes/Performance Indicators are not being met, a formal Review meeting may take place between the Parties upon 14 days written notice being given to the Service Provider by the Council
- 3(f) The Review meeting shall record in writing any amendments to the

Outcomes/Performance Indicator agreed between the Council and the Service Provider.

- 3(g) Where following a Review, the Council acting reasonably determines that the Service Provider has not met the Outcomes/Performance Indicators the Council may:
- 3(g)(i) serve the Service Provider with a written notice (“Notice”) within one month of the Review meeting specifying which of the Outcomes/Performance Indicators it considers that the Service Provider has not met or failed to achieve and giving the Service Provider one calendar month from the date of the Notice to remedy the failure
- 3(g)(ii) if after one calendar month from the date of the Notice the Service Provider has failed to remedy the failure specified in the Notice then this will be considered to be a breach of the terms of this Contract and the Contract may be terminated in accordance with the provisions contained in clause 16 (Termination, Extension & Suspension) herein
- 3(g)(iii) The Council shall take into account any verbal or written representations made by the Service Provider before proceeding to take any action to terminate this Contract pursuant to this clause.
- 3(h) Within twenty six weeks of the last date of delivery of the Service and prior to the Expiry Date, the Council reserves the right to request the Service Provider to prepare and deliver to the Council a satisfactory Report recording the Outcomes/Performance together with its recommendations following the delivery of the Service.
- 3(i) Should the Service Provider provide the Service to Service Users who lack the mental capacity to make particular decisions it must familiarise itself with and adhere to the Council’s Mental Capacity Act Deprivation of Liberty Safeguards Multi-Agency Guidance and Procedure.
- 3(j) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the Council’s Contracts Manager and appropriate Care Manager forthwith in Writing of its failure and the reasons. Compliance with this clause shall not prejudice the Council’s rights under clauses 10 (Breach) and 16 (Termination, Extension & Suspension).
- 3(k) The Service Provider warrants that the signing [execution] of this on its behalf has been validly authorised and the obligations expressed as being

assumed by the Service Provider under this Contract constitute valid legal and binding obligations of the Service Provider enforceable against the Service Provider in accordance with their terms.

- 3(l) The Service Provider warrants that:
- 3(l)(i) it has full capacity and authority to enter into this Contract
 - 3(l)(ii) it has obtained all necessary and required licences, consents and permits to provide the Services
 - 3(l)(iii) it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Staff to perform the Services
 - 3(l)(iv) that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions
- 3(m) The Service Provider acknowledges and confirms that:
- 3(m)(i) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;
 - 3(m)(ii) it has received all information requested by it from the Council pursuant to sub-clause 3(n)(i) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;
 - 3(m)(iii) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause 3(n)(ii);
 - 3(m)(iv) it has raised all relevant due diligence questions with the Council before the Commencement Date; and
 - 3(m)(v) it has entered into this Contract in reliance on its own diligence
 - 3(m)(vi) as at the Commencement Date, the Service Provider warrants and represents that all information contained in the Expressions of Interest remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract AND shall promptly notify the Council in writing if it becomes

aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services

- 3(m)(vii) The Service Provider shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Service Provider in accordance with sub-clause 3(n)(vi) save where such additional costs or adverse effect on performance have been caused by the Service Provider having been provided with fundamentally misleading information by or on behalf of the Council and the Service Provider could not reasonably have known that the information incorrect or misleading at the time such information was provided.

4 VARIATION

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

5 PAYMENT REVIEW [APPLICABLE ONLY TO CONTRACTS OF OVER 1 YEAR]

- 5(a) The Council will review the Payment under this Contract annually and may increase the Payments to the Service Provider accordingly.
- 5(b) The review shall be linked to the annual inflationary provision to the Council as determined by the Council's Chief Finance Officer or Officer of equal standing and reflective of any inflationary increase for Care Homes as agreed with Shropshire Partners in Care

5(c) Any increase in the Payment in relation to Clause 5(a) and Clause 5(b) shall be applied on the 1st of April and will relate to the Financial Year that commences on this date.

5(d) Should any payment review not be concluded by the 1st of April then the Payment for the preceding Financial Year shall remain in full force until such time as any revised Payment is agreed.

5(e) Any agreed revised Payment submitted in accordance with 5(c) above shall be back-dated to that date.

5(f) The Council's decision after the completion of the payment review shall be final.

6 VAT

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

7 AGENCY

7(a) The Service Provider is an independent contractor and nothing in this Contract shall render it an agent of the Council and the Service Provider shall not hold itself out as the Council's agent nor shall it have the power or the right to bind the Council to any obligation.

7(b) Under the terms of this Contract the Service Provider shall not have and shall in no way represent itself as having the power to make vary discharge or waive any by-law or regulation of any kind.

8 ACCOUNTING

8(a) The Service Provider will facilitate the inspection of all financial records held in connection with the Service and shall produce a copy of its annual audited accounts as soon as is reasonably practicable if requested to do so by the Council.

8(b) The Service Provider shall provide such financial information as the Council may reasonably require from time to time to assess the financial viability and monitor the performance of the Service Provider.

8(c) The Service Provider shall compile maintain and keep the information and records as required in the Specification and such information as the Council may from time to time reasonably require to enable the Council to submit any information or data required for the purposes of the Performance Indicators.

- 8(d) The Council may by Notice in Writing to the Service Provider authorise the statutory auditors of the Council or any regulatory body to which the Council is subject including but without limitation the Commissioner for Local Administration to exercise any of the rights exercisable under this clause by the Council. For these purposes the “statutory auditors of the Council” shall include any body appointed by the Council

9 NOTICES

- 9(a) The Service Provider shall comply with and give any Notices required under the Contract or required by any Act of Parliament any instrument rule or order made under any Act of Parliament or any regulation or by-law of any local authority which may have jurisdiction in respect of the Service Provider.
- 9(b) Any Notice under this Contract must be in Writing and can only be sent by:
- 9(b)(i) recorded delivery post or
 - 9(b)(ii) personal delivery
- 9(c) The Service Provider’s address for the purpose of delivery of a Notice is as set out above and all Notices sent to the Service Provider under this Contract must be sent to the Service Provider’s **Chief Executive.***[Relevant title to be inserted]*
- 9(d) The Council’s address for the purpose of delivery of a Notice is Contracts Manager, Commissioning, Development & Procurement, Place & Enterprise, Shropshire Council, Shirehall, Third Floor Room 3S36, Abbey Foregate, Shrewsbury SY2 6ND and a separate copy must also be sent to the Council’s Procurement Manager, Commissioning, Development and Procurement, Place and Enterprise, Shropshire Council, Shirehall Abbey Foregate Shrewsbury SY2 6ND.
- 9(e) All such Notices if delivered by hand shall be deemed to be served immediately and if posted shall be deemed to have been served two days after the date when posted unless the party upon whom the Notice was purported to be served has informed the serving party within 24 hours of partial receipt that the Notice was not received in full.

10 BREACH

- 10(a) In the event that the Service Provider is in breach of his obligations under this Contract then the Council shall serve a Notice requiring the Service

Provider to take such action as the Council deems necessary to remedy the breach upon the terms and within the time stipulated in the Notice.

10(b) The following obligations are conditions of this Contract and any breach of them shall be deemed a fundamental breach which shall determine this Contract immediately by the giving of a written Notice:

10(b)(i) Failure to comply with a Notice to remedy a breach pursuant to clause 10(a)

10(b)(ii) Assignment by the Service Provider of any of his obligations under this Contract without the prior written consent of the Council

10(b)(iii) If the Service Provider was convicted of any offence the effect of which under the provisions of any legislation would prevent the Council from contracting with him or maintaining any existing contractual relationship

10(b)(iv) If the Service Provider is issued with a Notice from the Health and Safety Executive or Registration Body prohibiting it from operating.

11 PREVENTION OF BRIBERY

11(a) The Service Provider:

11(a)(i) shall not, and shall procure that all Service Provider Staff shall not, in connection with this Contract commit a Prohibited Act;

11(a)(ii) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.

11(b) The Service Provider shall:

11(b)(i) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

11(b)(ii) the Service Provider shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Service Provider) the Service Provider's compliance with this clause 11 and provide such

supporting evidence of compliance with this clause 11 by the Service Provider as the Council may reasonably request.

- 11(c) If any breach of clause 11 is suspected or known, the Service Provider must notify the Council immediately.
- 11(d) If the Service Provider notifies the Council that it suspects or knows that there may be a breach of clause 11(a), the Service Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Contract.
- 11(e) The Council may terminate this Contract by written notice with immediate effect, and recover from the Service Provider the amount of any loss directly resulting from the cancellation, if the Service Provider or Service Provider Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11(a). At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 11(e), the Council shall give consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Service Provider or a senior officer of the Service Provider or by an employee, Sub-Contractor or supplier not acting independently of the Service Provider. The expression "not acting independently of" (when used in relation to the Service Provider or a Sub-Contractor) means and shall be construed as acting:
- 11(e)(i) with the authority; or,
- 11(e)(ii) with the actual knowledge of any one or more of the directors of the Service Provider or the Sub- Service Provider (as the case may be); or
- 11(e)(iii) in circumstances where any one or more of the directors of the Service Provider ought reasonably to have had knowledge.
- 11(f) Any notice of termination under clause 11(e) must specify:
- 11(f)(i) the nature of the Prohibited Act;
- 11(f)(ii) the identity of the party whom the Council believes has committed the Prohibited Act; and
- 11(f)(iii) the date on which this Contract will terminate.
- 11(g) Despite clause 18 (Disputes), any dispute relating to:

- 11(g)(i) the interpretation of clause 11; or
- 11(g)(ii) the amount or value of any gift, consideration or commission, shall be determined by the Council and its decision shall be final and conclusive.
- 11(h) Any termination under clause 11(e) will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

12 INSURANCE

- 12(a) The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all legal liability which may be incurred by the Service Provider, arising out of the Service Provider's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum indemnity limit of £5,000,000 (FIVE MILLION POUNDS).
- 12(b) If appropriate and requested in Writing, the Service Provider may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 12(c) Where the Service Provider is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Service Provider shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain policy cover which indemnifies the contractor for negligent acts arising out of the performance of this Agreement. To comply with its obligations under this clause 12, and as a minimum, the Service Provider shall ensure professional indemnity insurance held by the Service Provider and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) in respect of each and every claim.
- 12(d) The Service Provider shall hold and maintain any professional indemnity insurance required under this Agreement for a minimum of 6 years following the expiration or earlier termination of this Agreement
- 12(e) The Service Provider warrants that it has complied with this clause 12 and

shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Agreement and annually thereafter during the Term.

- 12(f) The Service Provider shall:
- (a) do nothing to invalidate any insurance policy
 - (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change
- 12(g) For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under this Agreement.
- 12(h) Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":
- 12(h)(i) if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Service Provider shall immediately submit to the Council:
 - a) details of the policy concerned; and
 - b) its proposed solution for maintaining the minimum limit of indemnity specified; and
 - 12(h)(ii) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Service Provider shall:
 - a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
 - b) if the Service Provider is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the

minimum limit of indemnity specified.

13 INDEMNITY

13(a) The Service Provider shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other [reasonable] professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:

- (a) The performance, defective performance or otherwise of this Contract by the Service Provider or the Service Provider Staff
- (b) Any claim made against the Council for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the provision of the Services
- (c) Any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Service Provider or the Service Provider's Staff; and
- (d) Any claim made against the Council by a third party for death, personal injury or damage to property arising out of, or in connection with the delivery of the Services and performance of this Contract to the extent that the defective performance is attributable to the acts or omissions of the Service Provider or the Service Provider's Staff

13(b) The Council shall indemnify the Service Provider against all reasonable claims, costs and expenses which the Service Provider may incur and which arise, directly from the Council's breach of any of its obligations under this Contract.

13(c) Nothing in this Contract shall limit or exclude the liability of either Party for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) the indemnities given in this clause 13

14 AUTHORISED OFFICER AND SERVICE PROVIDER REPRESENTATIVE

14(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.

- 14(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
- 14(c) The Parties shall notify each other in writing of any replacement Authorised Officer or Service Provider Representative or if any person ceases to be either the Authorised Officer or Service Provider Representative.
- 14(d) The Authorised Officer shall monitor on behalf of the Council, the provision of the Services supplied by the Service Provider and act as liaison officer with the Service Provider's Representative in respect of the operation of the Services. Any issues raised by the Authorised Officer with regard to the delivery of the Services shall in the first instance be addressed and dealt with by the Service Provider's Representative on the Service Provider's behalf.

15 INTELLECTUAL PROPERTY

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

16 TERMINATION, EXTENSION & SUSPENSION

- 16(a) Unless terminated in accordance with this Clause 16 or Clause 10 (Breach) or 11 (Prevention of Bribery) this Contract will remain in force during the

Term. The Council may in its absolute discretion extend the duration of this Contract by periods of up to **three years** commencing from the day after the Expiry Date and must inform the Service Provider in Writing of its intention to extend the Contract at least 3 months before the Expiry Date and any extension must comply with the requirements of Clause 16. In the event that the Council exercises its right to extend the duration of this contract, the terms of this Contract shall apply to the extended period. For the avoidance of doubt the maximum period that this Contract shall be extended is three years from the Expiry Date.

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

16(b)(i) by either the Council or the Service Provider by giving **6 months'** Notice in Writing to the other party

16(b)(ii) by the Council if in the reasonable opinion of the Council it is no longer practicable to maintain a satisfactory or viable relationship with the Service Provider because the Service Provider or its Staff have acted unlawfully or fraudulently or there has been a serious breakdown of mutual trust between the Parties

16(b)(iii) by the Council if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days.

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

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

- breach;
- 16(b)(vi) by either Party where the other Party commits a material breach of this Contract which cannot be remedied under any circumstances;
- 16(b)(vii) by the Council forthwith by notice where the Service Provider commits a material breach as a result of a failure to comply with a Notice issued in accordance with clause 10 (Breach)
- 16(b)(viii) by either Party where the other Party ceases to carry on its business or substantially the whole of its business;
- 16(c) in the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 (Payment) will cease no further Payment will be made and the Service Provider shall repay to the Council all (if any) of the Payment already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met).
- 16(d) Without prejudice to the generality of the foregoing the Council reserves the right to suspend referrals to the Service where in the reasonable opinion of the Council there is any improper conduct on the part of the Service Provider its Staff and Subcontractors and this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / clawback of part of the Payment consistent with the reduction in Service. Improper conduct includes any action which the Council may reasonably consider to be to the detriment or the welfare of Service Users either by action or neglect including but not limited to:
 - 16(d)(i) Fraud or theft from Service Users
 - 16(d)(ii) Neglect of Service Users
 - 16(d)(iii) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse
 - 16(d)(iv) Financial malpractice
 - 16(d)(v) Sexual relationships between Staff and Service Users
 - 16(d)(vi) Racial harassment
 - 16(d)(vii) Loss of registration with Registration Body
 - 16(d)(viii) Under investigation by the Council.

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

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

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

16(e)(iii) be entitled to deduct from any sum or sums which would have been due from the Council to the Service Provider under this Contract or be entitled to recover the same from the Service Provider as a debt any loss or damage to the Council resulting from or arising out of the termination of this Contract and further such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating this Contract and in making alternative arrangements for the provision of the Services provided that the Council will be under a duty to take all reasonable action to mitigate the loss or damage pursuant to this clause 16.

16(f) Whilst this Contract affords the Council and the Service Provider reciprocal rights to terminate as per the terms of Clause 16(b)(i) the Parties acknowledge that the expectation of most Service Users is that the Parties will not act unreasonably or to the prejudice of the Service Users so far as is reasonably practicable.

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

17 CONSEQUENCES OF TERMINATION

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

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

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

- 17(d) Notwithstanding its obligations in this clause 17, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.
- 17(e) upon termination of this Contract for any reason, the Service Provider shall, at its own cost, deliver, and require that its employees, agents and sub-contractors deliver, to the Council all Project Materials, information and any other property of the Council which are in the possession or control of the Service Provider or the Service Provider's employees, agents or Sub-Contractors at the date of termination.

18 DISPUTES

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

18(a)(i) In the first instance a special meeting of both the Parties shall be arranged on 14 days' written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute

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

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

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

(a)(i) assign any of its rights under this Contract; or

- (a)(ii) transfer all of its rights or obligations by novation, to another person without the Service Provider's consent where such assignment, transfer or novation is to an Associated Person of the Council;
- 19(b) Any consent required under Clause 19(a) must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 19(c) The Service Provider will not, without the written consent of the Council, sub-contract its right or obligations under this Contract nor allow Services to be provided other than through the Service Provider's Staff and using its own equipment.
- 19(d) In the event that consent is given by either Party to the other Party to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the sub-contracting Party to the consenting Party immediately it is issued
- 19(e) Subject to clause 19(a), in the event that either Party wishes to assign its rights and obligations under this Contract, the assignor must obtain a written undertaking from the assignee to the consenting Party that it will be bound by the obligations of the assignor under this Contract.
- 19(f) Notwithstanding the Service Provider's right to sub-contract pursuant to this clause 19, the Service Provider shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own and shall be responsible for the work of the Sub-Contractor whose work shall be undertaken to the same standard as stated in the Specification.
- 19(g) Where 20% or more of the Service Provider's overall workforce is made up of people from agencies (or not employed directly by the Service Provider) this may be considered assignment or subcontracting of the Service Provider's obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold.

20 FORCE MAJEURE

- 20(a) Subject to the provisions of clause 20(b) neither the Service Provider nor the Council shall be liable for any delay or failure in performing its obligations hereunder for any circumstances beyond its reasonable control such as (but not restricted to) flood fire and civil unrest but the Council shall

in such circumstances be entitled to take such action as is reasonable and necessary to protect the interest of the Service Users.

20(b) Save where such delay or failure is caused by the act or omission of the other party (in which event the rights remedies and liabilities of the Parties shall be those conferred and imposed by the other terms of this Contract and by Law):-

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

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

20(c) For the avoidance of doubt “force majeure” shall not include any labour dispute between the Service Provider and its Staff or the failure to provide the Service by any of the Service Provider’s Subcontractors.

21 WAIVER

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

22 SEVERANCE

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

23 LAW

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

24 THIRD PARTY RIGHTS

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

25 REMEDIES CUMULATIVE

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

26 CONCLUSION OF CONTRACT

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

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

27 SUSTAINABILITY

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

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

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

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

28(c) The Service Provider shall:

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

28(c)(ii) provide the Council, at the Service Provider's expense, with a

- copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
- 28(c)(iii) provide, at the Service Provider's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 28(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR and in considering any response to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.
- 28(e) In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 28(f) The Service Provider acknowledges that (notwithstanding the provisions of this clause 28) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the EIR to disclose information concerning the Service Provider or the Services:
- 28(f)(i) in certain circumstances without consulting the Service Provider;
or
- 28(f)(ii) following consultation with the Service Provider and having taken their views into account; provided always that where sub-clause 28(f)(i) above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.
- 28(g) The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Contract, or by law or professional practice or in relation to the Contract is retained for disclosure

for at least the duration of the Contract plus one year together with such other time period as required by the Contract, law or practice and shall permit the Council to inspect such records as requested from time to time.

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

29 TUPE

- 29(a) The Parties acknowledge that they do not consider that any change in the identity of the Service Provider following the termination of an IPC or this Contract will result in a Relevant Transfer for purposes of TUPE.
- 29(b) Where a subsequent change in the identity of the Service Provider is deemed to constitute a Relevant Transfer the Service Provider agrees to comply with its obligations under TUPE.

30 EQUALITIES

- 30(a) The Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Contract, or in its employment practices.
- 30(b) Without prejudice to the generality of the foregoing, the Service Provider shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 30(c) In addition, the Service Provider in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 30(d) The Service Provider will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.

- 30(e) In the event of any finding of unlawful discrimination being made against the Service Provider during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Service Provider shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 30(f) The Service Provider will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Service Provider's compliance with the above conditions.

31 CONFIDENTIAL INFORMATION

- 31(a) The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Contract and any other information which the Council may from time to time determine as relevant to this Contract and shall not use divulge or communicate the same to any third party without the consent in writing of the Council.
- 31(b) The Service Provider shall at all times keep confidential all information held or known in respect of its past or present Service Users.
- 31(c) The Service Provider shall not mention the Council's name in connection with this Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without the Council's prior consent in writing.
- 31(d) Except to the extent set out in this clause 31 or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 31(d)(i) treat the other Party's Confidential Information as confidential;
and
 - 31(d)(ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent
- 31(e) Clause 31(d) shall not apply to the extent that:
- 31(e)(i) such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause 28 regarding Freedom of Information

- 31(e)(ii) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner
 - 31(e)(iii) such information was obtained from a third party without obligation of confidentiality
 - 31(e)(iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract
 - 31(e)(v) it is independently developed without access to the other party's Confidential Information.
- 31(f) The Service Provider may only disclose the Council's Confidential Information to the Service Provider's Staff who are directly involved in the provision of the Service and who need to know the information, and shall ensure that such Service Provider's Staff are aware of and shall comply with these obligations as to confidentiality.
- 31(g) The Service Provider shall not, and shall procure that the Service Provider's Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.
- 31(h) The Service Provider shall ensure that its employees and agents are aware of and comply with Clause 31 and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by the Service Provider, its employees or agents.
- 31(i) The Service Provider shall ensure that its employees and agents are aware of and comply with paragraphs 9 Schedule 2 Service Standards and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 31(j) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
- 31(j)(i) only use the Confidential Information for the purposes of this Contract
 - 31(j)(ii) not disclose any of the Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse
 - 31(j)(iii) not use the Confidential Information for the solicitation of business from the Council

- 31(k) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
- 31(k)(i) to any consultant, contractor or other person engaged by the Council
 - 31(k)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
- 31(l) The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.
- 31(m) The provisions of this Clause 31 shall survive the expiration or termination of this Contract

32 COUNCIL DATA

- 32(a) The Service Provider shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 32(b) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 32(c) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.
- 32(d) The Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 32(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:

- 32(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
 - 32(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
 - 32(e)(iii) Transfer of data to and from the system is conducted in a secure manner.
- 32(f) If the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:
- 32(f)(i) require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - 32(f)(ii) itself restore or procure the restoration of Council Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so including the restoration of the Council Data
- 32(g) If at any time the Service Provider suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Service Provider proposes to take.
- 32(h) The Service Provider shall check for and delete Malicious Software and if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 32(i) Any cost arising out of the actions of the Parties taken in compliance with the provisions of sub-clause 32(h) above shall be borne by the Parties as follows:
- 32(i)(i) by the Service Provider where the Malicious Software originates from the Service Provider Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Service Provider); and
 - 32(i)(ii) by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

33 DATA PROTECTION

- 33(a) The Service Provider shall (and shall procure that any of its Staff involved in the provision of this Contract) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Contract.
- 33(b) Notwithstanding the general obligation in clause 33(a) where the Service Provider is processing Personal Data as a Data Processor for the Council, the Service Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and
- 33(b)(i) provide the Council with such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the Data Protection Legislation;
- 33(b)(ii) promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 33(b); and
- 33(b)(iii) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation.
- 33(c) The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in Writing by the Council and in particular the Service Provider shall not store any Council Data, which the Council has notified the Service Provider requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 33(d) To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council as requested by the Council in any format specified reasonably requested by the Council.

- 33(e) The Service Provider shall ensure that any system on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security policy to include, but not limited to, the following requirements:
- 33(e)(i) Access to the system is restricted to Service Provider Staff with a legitimate need to access the Council Data
 - 33(e)(ii) The system is kept up to date with the latest versions of operating system and anti-virus updates
 - 33(e)(iii) Transfer of data to and from the system is conducted in a secure manner.
- 33(f) The provisions of this clause 33 shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

34 PROTECTION OF PERSONAL DATA

- 34(a) With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Council is the Data Controller and that the Service Provider is the Data Processor.
- 34(b) The Service Provider shall:
- 34(b)(i) Process the Personal Data only in accordance with the Data Protection Act 1998
 - 34(b)(ii) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body
 - 34(b)(iii) Implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected
 - 34(b)(iv) Take reasonable steps to ensure the reliability of any Service Provider Staff who have access to the Personal Data

- 34(b)(v) Obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or agents for the provision of the Services.
- 34(b)(vi) Ensure that all Service Provider Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 34.
- 34(b)(vii) The sharing of individual identifiable information between organisations for the provision of coordinated and seamless care must comply with the necessary statutory legal requirement and satisfy the Caldicott principles of safeguarding confidential information.
- 34(b)(viii) Notify the Council (within five Working Days) if it receives:
 - a) a request from a Data Subject to have access to that person's Personal Data; or
 - b) a complaint or request relating to the Council's obligations under the Data Protection Legislation.
- 34(b)(ix) Provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:
 - a) providing the Council with full details of the complaint or request
 - b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions
 - c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council)
 - d) providing the Council with any information requested by the Council
- 34(b)(x) Permit the Council (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Service Provider's data processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the Council to enable the

Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Contract.

- 34(b)(xi) Provide a written description of the technical and organisational methods employed by the Service Provider for processing Personal Data (within the timescales required by the Council).
- 34(b)(xii) Not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:
 - a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - b) any reasonable instructions notified to it by the Council
- 34(c) The Service Provider shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.
- 34(d) The Service Provider shall ensure that its Staff, employees and agents are aware of and comply with this clause 34 and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause 34.

35 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

- 35(a) Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:
 - 35(a)(i) to review the integrity, confidentiality and security of the Council Data
 - 35(a)(ii) to review the Service Provider's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with clause 34 (Protection of Personal Data) and clause 28 (Freedom of Information) and any other legislation applicable to the Services
- 35(b) The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services.

- 35(c) Subject to the Council's obligations of confidentiality, the Service Provider shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 35(c)(i) all information requested by the Council within the permitted scope of the audit
 - 35(c)(ii) reasonable access to any sites controlled by the Service Provider and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services
 - 35(c)(iii) access to Service Provider's Staff
- 35(d) The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Service.
- 35(e) The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days' notice of its intention to conduct an audit.
- 35(f) The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 35.
- 35(g) This clause 35 shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Contract which may be conducted as specified in this Contract.

36 AGREEMENT STATUS AND TRANSPARENCY

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

changes to the Contract, to the general public.

- 36(c) The Council may consult with the Service Provider to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 36(d) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Contract and the expression of interest.

37 DEPRIVATION OF LIBERTIES SAFEGUARDS

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

38 COMPLAINTS

- 38(a) The Service Provider shall operate a complaints procedure in respect of the Services which shall comply with basic principles of effective complaints systems such as being:
 - 38(a)(i) easy to access and understand
 - 38(a)(ii) speedy – with fixed time limits for action and keeping people informed of progress
 - 38(a)(iii) confidential to protect Staff and the complainant
 - 38(a)(iv) informative – providing information to management so that services can be improved
 - 38(a)(v) fair – with a full procedure for investigations
 - 38(a)(vi) effective – dealing with all points raised and providing suitable remedies
 - 38(a)(vii) regularly monitored and audited – to make sure that it is effective and improved
- 38(b) Where the Service Provider is subject to the supervision of a Registration Body or Association which has made rules or issued instructions concerning the content or form of the Service Provider's complaints procedure in compliance with any and all such rules or instructions of that Registration Body.

- 38(c) Whichever complaint system is used the Service Provider shall ensure that:
- 38(c)(i) under no circumstances is a complaint investigated by a member of Staff who may be part of the complaint. The Service Provider will ensure that someone who is independent of the matter complained of carries out the investigation
 - 38(c)(ii) 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
 - 38(c)(iii) the Service Provider will ensure that it responds to the complainant within a max of 20 days of receiving the complaint.
- 38(d) Each party shall make its complaints procedure available to the other party on request.
- 38(e) The Service Provider shall ensure that all Staff are made aware of the procedure referred to in the preceding sub-clause and shall designate one employee to act as a complaints manager to whom a complaint may be referred should the complainant not be satisfied with the initial response to his complaint.
- 38(f) The Service Provider shall keep accurate and complete written records of all complaints received and the responses to them and if required to do so by a Council Officer shall make such records available to the Council.
- 38(g) A record of complaints made and action taken should be kept in accordance with the above in format as required by the Council and all such records shall be made available to the Council's Contract Unit or Service Manager upon request.
- 38(h) Where the Council is investigating a complaint by a Service User the Service Provider is required to participate in all complaint investigations within the timescales requested by the Council.

39 NOTIFICATION

- 39(a) The Service Provider will inform the Council's First Point of Contact immediately (normally the first working day) and confirm by email within 3 working days if any of the following occur:
- 39(a)(i) hospital admission of a Service User
 - 39(a)(ii) the death of a Service User receiving the Service
 - 39(a)(iii) a formal written complaint received from the Service User

- 39(a)(iv) allegation of or actual abuse to a Service User
 - 39(a)(v) disappearance of a Service User
 - 39(a)(vi) any circumstances where a Service User has refused provision of the Service
 - 39(a)(vii) significant change to the physical or mental condition of the Service User
 - 39(a)(viii) major injury to a Service User as defined in the “Reporting of Injuries Diseases and Dangerous Occurrences” Regulations 1995
 - 39(a)(ix) allegation of or actual racial harassment or discrimination
 - 39(a)(x) any other serious issues causing concern about the well being of a Service User.
- 39(b) The Service Provider will notify the Council’s Contracts Manager by email of inspection reports carried out by the Registration Body within 3 weeks of the final report being received by the Service Provider.

40 SAFEGUARDING

- 40(a) Where the Service or activity being undertaken in this Contract is a Regulated Activity the Service Provider shall:
- 40(a)(i) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - 40(a)(ii) monitor the level and validity of the checks under this clause 40(a) for each member of the Service Provider’s Staff.
- 40(b) The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 40 (c) The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 40 have been met.

- 40 (d) The Service Provider shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service Users, children or vulnerable adults.
- 40 (e) The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.
- 40 (f) Where the service requirement or specification specifies that the Service or activity to be provided under this Contract involves a Regulated Activity, or the Council otherwise notifies the Service Provider, acting reasonably, that the Service Provider's Staff are required to be subject to a Disclosure and Barring Service check, the Service Provider shall comply with clause 40(a) above.

41 COUNTERPARTS

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

42 ENTIRE AGREEMENT

This Contract, the schedules and the documents annexed to it or otherwise referred to in it together with any Individual Care Agreement as appropriate issued in connection with this Contract contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to the subject matter.

43 CONFLICT OF TERMS

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

44 EMERGENCY PLANNING

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

The Specification

DISCHARGE TO ASSESS (D2A) NURSING CARE BEDS

SCHEDULE 1: THE SERVICE

1.1 D2A SERVICE AIMS

The Council and the Service Provider agree that the aims of this Service are to :

- 1.1.1 maximise people's capacity for independent living.
- 1.1.2 increase the number of people able to remain living at home.
- 1.1.3 reduce the number of people permanently admitted to long term care.
- 1.1.4 support timely discharge from Hospital (SATH) so that the Service User can move to a more appropriate location for assessment of their future needs.
- 1.1.5 provide an environment which helps people meet their rehabilitation and reablement potential and to become as functionally independent as possible,
- 1.1.6 provide a competent, skilled workforce who will support and encourage Service Users to achieve their optimum functional independence, within the agreed care plans.
- 1.1.7 provide a supportive care environment whereby some degree of recovery/recuperation can take place allowing a more accurate assessment of ongoing care needs
- 1.1.8 build on current collaborative working with Shropshire health and social care colleagues to meet agreed milestones and goals.

1.2 THE D2A SERVICE TO BE PROVIDED BY THE SERVICE PROVIDER

The Council and the Service Provider agree that in the provision of the Service the Service Provider will:

- 1.2.1 have available **xx** dedicated beds at the Home for the provision of the Service and are able to accept admissions 7 days a week between 9am to 6pm
- 1.2.2 have regard to the varied needs of different Service Users, giving regard to needs arising from; acute illness (that can be managed without the requirement for hospital care), significant reduction in ability to live independently, nursing needs, dementia.
- 1.2.3 Service Providers will be expected to provide person centred support and follow the guidance of the Equality Act 2010 in taking into account wherever possible ethnicity, culture, beliefs, special needs and gender specific concerns when meeting need and care planning.
- 1.2.4 communicate with Service Users, families and carers that the Service Users stay at the placement is short term whilst they are supported with ongoing recovery and assessments. It is fundamental that the Service Provider explains to Service Users and their family / carers that they will not be able to remain in the bed long term and that there is an expectation that wherever possible individuals will return to their own homes to rebuild their independence. If in exceptional circumstances, the individual is unable to return to their previous arrangements the Service Provider must ensure that all decisions will be explored fully in partnership with their D2A case manager.
- 1.2.5 ensure Service Users are admitted and supported in a way that facilitates a thorough assessment of all their needs and empowers the Service User wherever possible to 'do for themselves' moving away from a more traditional 'do for' approach to the delivery of their care.
- 1.2.6 ensure that within 48 hours of admission of the Service User to the bed they receive a full and thorough assessment of their rehabilitation and/or enablement needs and development of their individualised holistic rehabilitation/enablement plan and goals. If the outcome of this initial assessment is that the Service User's

rehabilitation and/or enablement needs can be safely and effectively met at their home the Service User will be discharged from the Home and arrangements made for timely transfer to pathway 1 'home based rehab and enablement'.

- 1.2.7 provide a therapeutic environment for assessment which is more relaxed and appropriate in which to engage with family and friends to enable informed long term care decisions to be made if required.
- 1.2.8 provide an "enabling" environment that promotes the short-stay nature of the assessment and therapeutic offer and emphasises independence so that Service Users have the best opportunity to meet their rehabilitation and re-enablement potential in a safe and supported environment initially.
- 1.2.9 facilitate and work towards discharging Service Users within a maximum period of up to 6 weeks from the date of their admission to the Home.
- 1.2.10 actively encourage Service Users to participate in social and planned interactive activity sessions within the Home to meet emotional and psychological needs wherever possible.
- 1.2.11 where appropriate seek the assistance of the Council's assisted technology team and help Service Users trial pieces of assisted technology in the Home that they could use in their home / regular care setting and which will assist with a safe discharge from the Service
- 1.2.12 will work with the Council's Integrated Care Services Team to review goal plans, feedback progress and if required assist Service Users and/or their family to visit and review their future placement, step down, options and manage the Service User's expectations to discharge within 6 weeks of being admitted to the Home.
- 1.2.13 provide the Service User with information in relation to their home location which describes the full complement of services and facilities which the Service User and their family can access, clearly outlining those services which are only available at personal charge to the Service User and through the voluntary, independent sector.

- 1.2.14 ensure that each Service User will have an assigned case manager and will be supported by a local General Practitioners for the period they are in the Home.
- 1.2.15 provide access to contact the practitioner if requested by the Service User at any point during their admission to the placement.
- 1.2.16 be expected to attend and participate within the weekly Service multi-disciplinary meeting, attended by a representative of the Council's ICS team, a designated GP where appropriate and Service Provider representative to discuss the Service Users' progress against the agreed re-enablement goal, nursing care plan and estimated date of discharge.
- 1.2.17 ensure that each Service User will have an individualised care plan which includes a therapeutic re-enablement plan with goals, progress records, outcomes and review dates. This will be jointly monitored daily and reviewed weekly between the Service Provider, the D2A case manager where ever possible with the individual and those closest to them to ensure that discharge planning remains on track and within the planned time frame of up to six weeks.
- 1.2.18 ensure that all Service Users' progress will be proactively managed along the agreed care pathway with records of accountability and governance made for agreed actions and reviews.
- 1.2.19 all Service Users will have a baseline weight and waterlow score recorded within 24 hours of the Service User's admission and at planned weekly intervals and prior to planned discharge date; if the Service User is receiving enteral or supplementary feeds to be reviewed with the Community Dietician as to frequency of recorded weights and monitoring.
- 1.2.20 identify with the D2A case manager if they need access to any additional postural or therapeutic/functional equipment to support the safe implementation of the individualised care plan. The Case Manager will ensure that the additional equipment is made available as requested, and log all requests and resourced items.

1.3 MEDICAL CARE

The Service Provider will ensure that:

- 1.3.1 once a Service User has been admitted to the Home medical cover is provided by a local General Practitioner (GP).
- 1.3.2 Service Users will be registered with a designated GP who will be responsible for providing their medical care, in hours, Monday to Friday, during the period that the Service User is in receipt of the Service at the Home.
- 1.3.3 all Service Users are reviewed by the designated GP within 48 hours of admission to the Home, or sooner if the Service Provider feels that their medical condition requires it (the contracted GP will be a designated member of the Council's Multi-Disciplinary Team (MDT) and will attend the weekly multi-disciplinary meeting. The GP will also be available in-hours (Monday to Friday) to respond to requests for advice for Service Users in the D2A beds if requested to do so)
- 1.3.4 the out of hours GP services are used for any medical issues which occur after 5.30pm on Monday to Friday and between 5.30pm on Friday to 08.30 am Monday.
- 1.3.5 it contacts the MDT, GP and ICS Case Manager should a Service User have a rapidly deteriorating condition whereby "Fast Track" Continuing Health Care consideration is required.

1.4 MEDICATION

The Service Provider will ensure that:

- 1.4.1 it has policies and procedures in place for the receipt, recording, storage, handling, administration and disposal of medicines in accordance with:
 - 1.4.1.1 The Handling of Medicines in Social Care Settings by The Royal Pharmaceutical Society of Great Britain 2007 or subsequent revisions; and
 - 1.4.1.2 Professional advice documents from registration authorities and Care Standards, including The Administration of Medicines in Care Homes, Medicine Administration Records (MAR) In Care Homes and Domiciliary Care, and the Safe Management of Controlled Drugs in Care Homes or subsequent revisions.

- 1.4.2 Staff understand that policies and procedures listed above and adhere to them
- 1.4.3 its policy for medicines administration will include procedures to ensure that Service Users are able to take responsibility for their own medication if they wish, within a risk management framework and the Home's policies and procedures will protect Service Users in doing so.
- 1.4.4 all changes to prescribed medication are clearly documented as part of the discharge information to the GP and the Service User's usual care home/care agency when the Service Users care.
- 1.4.5 the information relating to medicines sent from GP practices or other care settings is accurately checked to ensure it relates to the right Service User before it is recorded.
- 1.4.6 all known allergies, including food intolerances, must be noted appropriately and prominently for each Service, and be included in the discharge information to GPs and the Service's usual care home/care agency person(s) who provide informal care and support to the individual when the Service User transfers care.

1.5 REFERRALS INTO THE SERVICE AND RESPONSE TIMES

The hospital discharge and admission avoidance pathways which this Service is part of are set out in Appendix 4. The Council and the Service Provider have agreed that the Service is for Service Users who:

- 1.5.1 need a place to recover from the impact and consequences of an acute illness or episode before an assessment can be made about their potential requirement for long term care. This will include Service Users with a moderate to severe cognitive impairment.
- 1.5.2 will have their needs fully assessed and risks to identify the long term care and support which they might require following guidance under the Care Act 2014
- 1.5.3 are an adult, in hospital, predominantly aged over 65 years (but could be younger in exceptional circumstances) who have completed their acute episode of care but are unable to return home in the short term , or to their usual place of residence unsupported.

This includes Service Users that may have a cognitive impairment and need support and/or exhibit altered behaviour.

- 1.5.4 are likely to be frail with multiple co-morbidities and could require access to 24 hour nursing care.
- 1.5.5 The Service Provider will be able to demonstrate and provide a care environment and competent nursing and care Staff workforce which can sustain and clinically manage this group of Service Users, to avoid unnecessary distress through readmission to secondary care.
- 1.5.6 All referrals into the Service / to the Service Provider will be made direct from the Council's Integrated Care Services Team and will provide a basic assessment of need.
- 1.5.7 The Service Provider is expected to accept all referrals for the Block Beds/Service on the basis of a "trusted assessment" of the Service User as being appropriate and eligible for the Service. For the avoidance of doubt there will be no requirement by the Service Provider to visit the potential Service User in Hospital to undertake an assessment before accepting the referral.
- 1.5.8 At the Commencement Date of the Contract the Service Provider will provide details of their named point of contact for referral of potential Service Users. This named individual(s) will be at the Home, available and responsible for receiving Service User referrals 7 days a week between 9am to 6pm.
- 1.5.9 If a Block Bed is available the Service Provider will arrange for planned transfer of the identified Service User within a maximum of 24 hours of receiving the referral.
- 1.5.10 The Service Provider will operate a flexible visiting hours policy for the Service User's family and friends

1.6 STAFFING / SKILL MIX AND COMPETENCIES

The Service Provider and the Council have agreed:

- 1.6.1 all Service Users transferred to the Home will be adults and most will be elderly but some will have more complex issues than others. The Service Provider will be able to provide nursing and care Staff

- cover at all times to respond to Service User who have the highest level of need, including those with cognitive impairment.
- 1.6.2 the Service Provider must have a Staff skill mix to respond to the fluctuating dependency levels of different Service Users
 - 1.6.3 the Service Provider will ensure there is 24 hour nurse and care support that adequately supports the dependency and enablement focus of the Service Users in the D2A beds.
 - 1.6.4 the Service Provider will ensure that staffing levels at the Home reflect the needs of individual Service Users and that Staff will receive ongoing training to attain qualifications appropriate to their role.
 - 1.6.5 the Service Provider will have the appropriate level of competencies, qualifications, skills and experience to meet the needs of Service Users. The Service Provider will review their current nursing competency and skills re syringe drivers and implementation an action plan to address any gaps.
 - 1.6.6 Service Users will receive a high quality Service that reflects outcome based care and support in a safe and supportive staffing environment using evidence based nursing practices which meet all professional care standards.

1.7 TRANSPORT

The Shropshire Clinical Commissioning Group Patient Transport Service at the hospital will provide transport for: -

- 1.7.1 admission to the Service Providers Care Home from hospital
- 1.7.2 scheduled out-patient appointments/care assessments whilst at the Home. The Service Provider is responsible for booking this transport)
- 1.7.3 For the avoidance of doubt the Patient Transport Services will not be available for:
 - 1.7.3.1 any other activity such as planned visits to alternative care home sites, or social activity.
 - 1.7.3.2 discharge from the Home after the Service User has received the Service to return the Service User to their own home or another appropriate care provision.

- 1.7.4 In these instances the Service Provider will in the first instance seek assistance from the Service Providers family to assist where possible, and then the Council if family or friends are unable to provide transport.

1.8 DISCHARGE FROM THE SERVICE

The Service Provider will ensure that each Service User will be reviewed and assessed for a planned discharge if:-

- 1.8.1 they are assessed to have met the rehabilitation/reablement goals in their care plan;
- 1.8.2 they have been assessed as having their rehabilitation/reablement needs better met in a pathway 2 bed.
- 1.8.3 the ongoing needs of the Service User can be met at home with or without ongoing community health and social care support (Pathway 1)
- 1.8.4 a transfer of care is required to meet identified nursing care needs; or
- 1.8.5 there are identified long term care needs within another environment
- 1.8.6 Planned discharge will be facilitated by the Council's ICS Manager in liaison with the D2A MDT and the Service Provider. Funding of any ongoing support must be approved by the Councils P2P funding agreement process in conjunction with the Councils ICT Manager.

1.9 D2A SERVICE OUTCOMES AND DAILY REPORTING

- 1.9.1 The Service Provider and their Staff will be responsible and accountable for directly informing the ICS Manager at the earliest point they become aware of any Service User and/or their family members expressing their interest to scope remaining in the care home bed for any time beyond the maximum 6 weeks length of stay.
- 1.9.2 The Council's ICS team need to be kept updated on a daily basis on progress of the Service. The Service Provider will ensure that it records the following information for each Service User detailing as a minimum (in able an easy to read table format) the following information:

Service User Full Name / DOB
 Date referral received from ICS team
 Previous living arrangement of Service User ie Home/Dom Care
 Reason in Hospital
 Reason for Admission to Hospital
 Date of Admission to the Home
 Date Assessments undertaken
 Initial assessment of needs
 Assessment of activities of daily living
 Weight (on arrival and discharge)
 Waterlow (on arrival and discharge)
 GP review
 Medication review
 OT assessment
 Physio assessment
 Exploration of assisted technology
 Date of referral to Lets Talk Local
 Facilitation of a home or alternative placement visit
 Length of stay in the Home to date
 Fit to transfer out of the Service date
 7 days prediction of forthcoming discharge
 Reason for any delays in being transferred out of the Home
 Service User outcomes (inc returned home, transferred to another home, Date of Death if relevant)
 Date of Discharge from the Home
 Future living arrangements ie Home/Residential Home/Nursing Home

- 1.9.3 This information must be emailed daily by 8.30 am (at the latest) to the Council's ICS Manager.
- 1.9.4 The Parties acknowledge that with regard to the data set out in 1.9.2 provision of the information may sometimes be dependent upon action or data required from the ICS team or Hospital and in these circumstances the Provider will not be held responsible for particular data which is unable to provide.

- 1.9.5 The Service Provider will immediately notify the Council's ICS Manager and the Shropshire Clinical Commissioning Group Strategy and Service Redesign Lead Officer (Rehabilitation and Reablement):
 - 1.9.5.1 of any outbreak of infections that may impact on capacity/ accessibility to the Service.
 - 1.9.5.2 any delay of discharge of a Service User from the service.

2. RIGHTS OF SERVICE USERS

The Service Provider shall:

- 2.1 use its reasonable endeavours to ensure that Service Users are in no way disadvantaged by moving from their own home to the Home.
- 2.2 ensure that Service Users:-
 - 2.2.1 are treated as individuals with unique needs
 - 2.2.2 are encouraged to exercise personal independence and choice
 - 2.2.3 have their personal dignity respected
 - 2.2.4 have their cultural social religious and emotional needs respected
 - 2.2.5 have access to all personal information held by the Service Provider
 - 2.2.6 participate in formulating their own Assessment of Needs
 - 2.2.7 participate in any reviews or re-assessment of their needs
 - 2.2.8 receive a non-discriminatory service
 - 2.2.9 receive assistance to maintain personal skills
 - 2.2.10 have access to an independent advocacy service who can offer representation and advice as appropriate
 - 2.2.11 have access to a formal complaints procedure
 - 2.2.12 maintain their entitlements associated with citizenship.
 - 2.2.13 have the right to be involved in any decision-making process as it affects them including the right to refuse reasonably a part of the Service and to comment on the Service under this Contract by means of an independent representative if necessary without fear of reprisal

3. GENERAL OUTCOMES OF THE SERVICE

The Service Provider will ensure that the following general outcomes for residential care are achieved in the provision of the Service:-.

3.1 PRIVACY

The Service Provider will ensure that Service Users have:

- 3.1.1 the right to privacy i.e. to be left alone or undisturbed including the right to invite guests into their room
- 3.1.2 the right to be free from intrusion or public attention in their affairs
 - 3.1.1. awareness of and access to their personal records
 - 3.1.2. and the procedures for maintaining confidentiality
 - 3.1.3. private access to a telephone and receive visitors

3.2 DIGNITY

The Service Provider shall:

- 3.2.1 recognise the intrinsic value of people regardless of circumstances by respecting their uniqueness and their personal needs including the right to decide how they wish to be addressed.
- 3.2.2 give consideration to the gender and ability of the Staff assisting in intimate care tasks must be considered to avoid embarrassment and discomfort of both the Staff and the Service User
- 3.2.3 make provision for Service Users from ethnic religious or cultural groups (this will be identified in the individual Assessment of Needs) and the Services will be arranged in agreement with the Service Provider the Council and the Service User. This should include participation by the Service User in religious and cultural festivals as appropriate.
- 3.2.4 ensure compliance with any special customs and services associated with the death of a Service User

3.3 INDEPENDENCE

The Service Provider shall ensure that

- 3.3.1 the Service User will have the opportunity to act and think without reference to another person including a willingness to incur a degree of calculated risk provided that does not place another person at risk or in breach of the Service Provider's obligations under legislation.
- 3.3.2 Service Users are enabled to exercise their democratic right to vote in governmental elections and referenda nationally and locally and to receive electoral communications and personal calls by canvassers.
- 3.3.3 all Service Users have the right to appropriately express their sexuality although the Service Provider will also recognise the vulnerability of Service Users to sexual exploitation.

3.3.4 it raises Staff awareness and provides support and training to Staff when they are dealing directly with issues of sexuality with Service Users.

3.3.5 each Service User has the right to take part in any decision about life within the Home which shall include being consulted about any changes proposed

3.4 CHOICE

The Service Provider will ensure that Service Users will:

3.4.1 be given the right to personal choice of what time to go to bed, to get up, a choice of meals from a menu and the freedom to choose where to eat meals

3.4.2 have the opportunity to make their own choices in respect of their care where appropriate.

3.4.3 have the right to access services provided flexibly for their benefit in the least restrictive way possible.

3.4.4 where appropriate be free to administer their own medication in accordance with guidelines issued by the Registration Body from time to time

3.4.5 have the right to have social, emotional, religious, cultural, political, sexual and dietary needs accepted and respected

3.5 FULFILMENT

The Service Provider will ensure that Service Users:

3.5.1 have the right to realise their personal aspirations and abilities in all aspects of daily life

3.5.2 are encouraged and enabled to maintain links with family friends carers and communities and enter into activities and relationships in the wider community.

3.5.3 cultural emotional spiritual and sexual needs are treated and met with understanding and support as necessary

3.6 SECURITY

The Service Provider will ensure:

3.6.1 that the Service Users' Home is an environment which affords them protection and security

3.6.2 it has written policies and procedures as required by the Registration Body

3.6.3 it takes all steps to protect the Service Users from any form of harassment including sexual and racial harassment .

4. INFORMATION FOR SERVICE USERS

The Service Provider will ensure that:

- 4.1 it makes available a copy of its brochure and provides the Service User with details of other relevant information including any terms and conditions of residency at the Home. The Service Provider will ensure that these terms and conditions do not conflict with the terms of this Contract and complies with the legislation and guidance issued by the Office of Fair Trading in particular "Fair Terms for Care"
- 4.2 Service Users are given details of additional services available which are not included in the Service e.g. chiropody (and those items listed in 9.3.2) and the costs itemised so that the Service User can make an informed choice about purchasing.
- 4.3 Service Users must have prompt access to their own files in accordance with all regulations on request. This includes nursing records and medical records dated from November 1992 following consultation with the Service User's own General Practitioner.
- 4.4 it informs the Service User whether smoking is permissible at the Home. Where it is allowed the Service Provider may carry out an individual risk assessment where it is reasonable to assume there may be a safety risk to the Service User or others. Where it is not allowed this must be made clear to the Service User before they take up a place at the Home or to any family member, social worker or health care professional or carer acting on their behalf.
- 4.5 it informs the Service User that Staff may not accept money (as a gift or loan) or other gifts from the Service User. Small token gifts on special occasions will be reported to the Service Provider and recorded by them. The Service Provider will make available to the Staff and the Service User its policy about gifts and personal boundaries.
- 4.6 it provides information about the philosophy and operation of the service.
- 4.7 it provides information on how Service Users can make complaints about the service.
- 4.8 information is provided about equal opportunities and confidentiality and when confidentiality will be breached.

5. REFERRALS TO THE HOME [NOT USED]

6. TRIAL PERIOD [NOT USED]

7. ADMISSION TO THE HOME

Upon admission to the Home for a period of up to 6 weeks the Service Provider will ensure that:

- 7.1. appropriate information about the Service User is recorded in a logical organised and timely fashion and shall include:
 - 7.1.1 Service User's name and address, next of kin details, GP details, Social Worker details, wishes upon death, date of admission to the Home, religion
 - 7.1.2 (where shared) the previous medical history, also current medication and where appropriate the recording of visual findings on arrival of the Service User at the Home (i.e. a waterlow risk assessment and body chart)
 - 7.1.3 life details including likes and dislikes (activities)
 - 7.1.4 care plan
 - 7.1.5 mobility and moving and handling assessment
 - 7.1.6 risk assessments (general and specific)
 - 7.1.7 photograph of the Service User (if they are in agreement)
 - 7.1.8 inventory of belongings
 - 7.1.9 daily report
 - 7.1.10 daily living aids (i.e. glasses, hearing aids, consent for use of bed rails etc.)
 - 7.1.11 assessments (including incontinence) and professional reports and visits
 - 7.1.12 dietary requirements
- 7.2 The requirements above are audited on a regular basis to ensure consistency throughout the Home and that they are also updated as appropriate. A record of such audits is to be kept and held at the Home.
- 7.3 Written permission is sought from the Service User to allow the Council access to the Service Users care file for monitoring purposes (as detailed in paragraph 9 in Schedule 2)
- 7.4 Service Users are appropriately registered with local health services
- 7.5 it produces an Individual Care Plan related to the Assessment of Needs. This will be discussed with the Service User or their representative where appropriate. The Individual Care Plan will describe the specific care objectives and service arrangements including written risk assessments and will include nursing care where the Home is in a nursing home.

It should take into account the Service User's physical emotional social cultural intellectual and spiritual needs.

- 7.6 it keeps the Care Manager informed of any change of circumstances that are pertinent to the Service User's Individual Care Plan
- 7.7 the Service User receives the Care as detailed in the Assessment of Needs

8. ASSESSMENT AND CARE MANAGEMENT

It is agreed between the Council and the Service Provider that:

- 8.1 the Service Provider will allow the Council access to the Service User in private (and other Health and Social Care professionals included in the assessment and care management process).
- 8.2 the Service Provider the Council the Service User and their representative may request a review of the service user's needs if in their opinion the care needs of the Service User have changed or cannot be met.

9 THE CORE NURSING CARE SERVICE

The Service Provider will ensure that the Service provided to each Service User includes the following:

9.1 Accommodation

Accommodation provided by the Service Provider shall:

- 9.1.1 be appropriate as agreed for each individual Service User, be within a single room that shall be comfortable and appropriate for social care. The Service User's rooms must be appropriately furnished to a reasonable standard of comfort. Fixtures and fittings to be fit for purpose, robust and suitable for the needs of the Service User and Service Users should be encouraged to bring personal belongings as appropriate on admission in agreement with the Service Provider.
- 9.1.2 Communal areas of the Home must be decorated and furnished to a good standard in a non-institutional manner (gardens and grounds must be well maintained)
- 9.1.3 include easy access to bathing washing and toilet facilities as necessary
- 9.1.4 include domestic services including regular cleaning of Service User's rooms and bed making daily. Service Users should be encouraged and permitted to dust and tidy rooms if they wish.
- 9.1.5 include sufficient bed linen (for warmth and comfort) and towels for each

Service User. Service Users should have access to a constant supply of clean towels and flannels for their individual use

- 9.1.6 include all laundry (including personal laundry)
- 9.1.7 include use of equipment relating to the implementation of the Assessment of Needs and subsequent reviews.
- 9.1.8 include access to communal television radio newspapers and private access to a telephone

It has been agreed between the Council and Service Provider that:

- 9.1.9 no holding fees will be charged
- 9.1.10 allocation of a room to a Service User implies a licence to occupy a room and would normally be for the full period of occupation of the Service User.
- 9.1.11 If a Service User requests a change of room or if the needs and requirements of the Service User change the Service Provider must liaise with the Care Manager
- 9.1.12 In the event of redecoration the Service Provider reserves the right to move the Service User on a temporary basis (without there being any additional charge to the Council or Third Party) to facilitate the completion of the work
- 9.1.13 In the event of admission to hospital the Service User's room and/or bed must not be used for another Service User including short-term Service Users unless agreed with the Council in writing in advance

9.2 Meals and Beverages

The Service Provider will ensure that:

- 9.2.1 all meals and beverages it provides for service Users shall
 - 9.2.1.1 include all meals snacks and non-alcoholic beverages (to include breakfast lunch tea and supper with snacks and drinks available freely on request)
 - 9.2.1.2 consist of a healthy nutritious balanced menu which offers a choice and reflects the views and preferences of the Service Users which shall include hot and cold options, special diets vegetarian meals and those reflecting a cultural preference
- 9.2.2 Service Users are actively consulted about what food they like or dislike and what food and drinks are provided and their availability in the Home. They should also be encouraged to prepare drinks and snacks for themselves where appropriate.
- 9.2.3 Staff receive adequate training to identify and respond to nutritional and

hydration issues relating to the Service Users

9.2.4 it encourages the Home to achieve any healthy eating award administered by their local area council

9.3 Personal Care

9.3.1 The Service Provider will ensure that:

9.3.1.1 personal care is of a high standard and delivered in a person centred way promoting choice based on personal preferences.

9.3.1.2 personal care is offered at a level the Service User considers acceptable and as defined in the Assessment of Needs. This shall include (if required) assistance with

- (i) Dressing
- (ii) Washing (including hair)
- (iii) Bathing
- (iv) Taking to the toilet (including the management of catheters and the provision and changing of incontinence pads).
- (v) Shaving
- (vi) Eating
- (vii) appropriate finger and toe nail care

9.3.1.3 where a Service User is unable to purchase basic requirements to maintain personal hygiene the Home will ensure that the personal hygiene needs of the Service Users are met within the Payments

9.3.1.4 minor repairs to clothing are inclusive in the Payments. (Personal Care should include access to Incontinence services and aids provided by other agencies)

9.3.2 The Council does not encourage the charging of Service Users for additional services. However where a charge does exist then a scale of charges must be displayed within the Home (and made clear in the terms and conditions given to the Service Users). Such services may include:

- (i) hairdressing
- (ii) dry cleaning
- (iii) exceptional trips (that are not part of everyday life)
- (iv) non-basic toiletries
- (v) major clothing repairs
- (vi) chiropody
- (vii) alcoholic beverages

- (viii) cigarettes
- (ix) replacement clothing (unless the originals have been lost by the Service Provider)
- (x) personal copy of a news paper
- (xi) alternative therapies

and the costs for these may be met by way of Service User or in agreement in advance from another paying party.

9.4 Infection Control

The Service Provider will ensure that it complies with the Registration Body guidelines regarding infection control and that:

- 9.4.1 infection control management is an integral part of the overall management of the Home
- 9.4.2 infection control guidelines are available at the Home and Staff are trained to follow them
- 9.4.3 a protocol is available highlighting basic principles of risk assessment in relation to microbiological hazards
- 9.4.4 cleaning schedules are available covering all equipment and the environment to ensure good standards of general hygiene are maintained throughout the Home
- 9.4.5 correct facilities are available to enable Staff, Service Users and visitors to decontaminate their hands appropriately
- 9.4.6 clinical care guidelines and guidelines on decontamination of equipment reflect current evidence based infection control guidelines
- 9.4.7 facilities are available at the Home to manage waste and dirty linen in accordance with the legal and infection control requirements
- 9.4.8 it can produce evidence of planned and regularly updated training for all Staff in infection control
- 9.4.9 the correct adequate disposable protective equipment is provided to Staff for their use.
- 9.4.10 allows reasonable access to independent professionals to carry out an infection control audit of the home and acts upon the findings and recommendations of the audit.

9.5 Health Care

In the provision of Health Care the Service Provider will ensure that:

- 9.5.1 where the practice of self-administration of medicines is established or

forms part of a planned preparation of a Service User move towards greater independence adequate steps must be taken to monitor compliance by Staff within legal requirements following an assessment and with the agreement of the Service User and family or Care Manager where appropriate and in accordance with guidelines issued by the Registration Body from time to time.

- 9.5.2 it is responsible for the collection and dispensation of prescribed drugs and medicines in accordance with the Individual Care Plan.

9.6 Social Care

In the provision of social care the Service Provider will ensure that:

- 9.6.1 the Home has social facilities as part of a homely environment such as TV and board games and also organizes social activities within the Home or away from the Home which would constitute part of an ordinary lifestyle e.g. shopping trips, walks, visits to church, mosque or temple
- 9.6.2 Service Users are encouraged to follow (where possible) their chosen life style which should include leisure and social pursuits and allow them the opportunity to meet their spiritual needs
- 9.6.3 Service Users have the right to choose and wear their own clothes which should be clean and in good repair at all times. Minor repairs are the responsibility of the Service Provider.
- 9.6.4 Where appropriate Service Users are encouraged to go on shopping trips or have access to a shopping facility to purchase personal items. If an additional cost is incurred a charge equivalent to the hourly Staff rate may only be made where it has been agreed in advance with the Service User/family or Care Manager as appropriate. Shopping for special occasions such as Christmas and Easter should not incur an additional charge.
- 9.6.5 Service Users' visitors are welcome at all reasonable times. There should be access to facilities for Service Users and visitors to have access to or make drinks. Where required the Service Provider should make available a private area which is free from interruption for families or visitors.
- 9.6.6 any costs incurred by the Service Provider in the arrangement of transport and escorts as necessary to enable the Service User to access external social activities must be agreed by the Service User (or paying party) in advance.

- 9.6.7 where external activities or a specific day service is agreed as part of the Assessment of Needs the Council may meet the additional cost of transport (this shall be detailed in the Service Users Individual Placement Contract).
- 9.6.8 the Service Provider will in the first instance seek the assistance of Service User's family members or friends or the appropriate health provider (i.e. hospital / GP) to transport the Service User to meet health needs
- 9.6.9 access to the provision of aids and equipment which may enhance the quality of life of the Service Users

9.7 Service Users' Finances

- 9.7.1 The Service Provider will ensure that:
 - 9.7.1.1 Service Users are free to take responsibility to manage their own finances if able to do so.
 - 9.7.1.2 Any additional charges in relation to 9.3.2 (The Service) should be clarified and agreed with the Care Manager when admission is being considered.
 - 9.7.1.3 No additional charges for assisting with finance should be made to the Service User or their relatives without prior agreement from the Care Manager
- 9.7.2 The Service Provider must ensure that if they are required to collect State Benefit entitlement on behalf of a Service User either:
 - 9.7.2.1 the Service User receives the State Benefit or
 - 9.7.2.2 proper arrangements have been made in agreement with the Service User or their nominated representative for the safe-keeping of such State Benefit or
 - 9.7.2.3 where the Service User is unable to make decisions and has no family that arrangements have been made to manage the money which are satisfactory to the Care Manager in accordance with the Assessment of Needs.
- 9.7.3 The Service Provider shall at all times ensure that any money or personal effects owned by the Service User are recorded on the Service User's admission and any such effects which are subsequently stored by the Service Provider on behalf of the Service User are clearly labelled as to ownership and are stored securely at all times

9.8 Equipment and Materials

The Service Provider will ensure that appropriate equipment and materials should

be available to facilitate high quality care for each Service User in accordance with the Assessment of Needs and subsequent reviews. This must include the following:-

- 9.8.1 a range of pressure relieving aids and devices obtained from the relevant agency.
- 9.8.2 all the equipment required to ensure safe handling and movement of Service Users.
- 9.8.3 a range of Aids to Daily Living and general care.
- 9.8.4 suction equipment and airways (where the Home provides nursing care)
- 9.8.5 the required oxygen storage facilities for its use as a prescribed commodity
- 9.8.6 where nursing care is being delivered the Service Provider must make available a syringe driver to relieve Service Users pain. The Service Provider should ensure that there is a member of Staff on duty at the Home 24 hours a day who is trained to operate the syringe driver and is also competent to do so.

10 SENSORY AND MOBILITY LOSS AND IMPAIRMENT

The Service Provider will ensure that:

- 10.1 Staff observe any indications of changes in sensory abilities or physical mobility of Service Users and report them to the Service Provider. These will be recorded in the Service User's Individual Care Plan and in consultation with the Service Users and a referral may be made for medical advice or treatment.
- 10.2 as far as practicable prescribed aids and equipment are to be obtained for Service Users.
- 10.3 it is aware of and encourages the Service User to use any other aids and equipment which enhances the Service User's life (e.g. Talking Books magnifying glasses).
- 10.4 all aids and equipment are kept clean and maintained in good working order and in accord with manufacturing instructions. Under no circumstances will defective equipment aids be used.
- 10.5 Staff are trained in assisting Service Users in the proper use of the aids and it is the responsibility of the Service Provider to secure this training.

- 10.6 Staff can communicate with Service User with sensory impairments and are trained in the basic skills of assisting Service Users who have impaired mobility and the Service Provider will endeavour to promote the independence of the Service User wherever possible.
- 10.7 Staff are aware of the social isolation which may arise from sensory impairment and physical impairment and poor or reduced mobility and will seek ways of addressing such isolation in consultation with the Service User

11 CHALLENGING BEHAVIOUR

- 11.1 Where the Service Provider is concerned that a Service User's behaviour (or that of family or a friend) is adversely affecting the health safety comfort and quality of life of other Service Users and or the Health and safety of Staff the Service Provider must bring the matter to the attention of the relevant Care Manager (who placed the Service User at the Home) as soon as possible (and discuss/ keep under review if it is appropriate consider a safeguarding referral (as detailed in Schedule 2 paragraph 3)) and may:
- 11.1.1 discuss the matter with the Service User;
 - 11.1.2 discreetly sensitively and with regard to confidentiality gauge the response of those affected by the behaviour;
 - 11.1.3 discuss the matter with the Service Users family friends (if appropriate);
 - 11.1.4 Involve other specialist professionals;
 - 11.1.5 Maintain adequate records so that care plans and other documents may be able to give some indication to the behaviour patterns
- 11.2 The Service Provider will have a written policy on the use of restraint which will be communicated to Staff and available on request to the Council.
- 11.3 The appropriateness and level of medical intervention to address challenging behaviour including the administration of drugs or medication shall be decided only by a GP or Medical Consultant. The Care Manager must be informed by the Service Provider as soon as possible of any such intervention.
- 11.4 The Service Provider will work to the Council's Management of Actual and Potential Aggression Policy and ensure that care Staff are trained

in the Management of Actual and Potential Aggression accredited or BILD equivalent and this training is refreshed and updated in line with recommendations or every two years.

- 11.5 Staff will be given appropriate training to develop their skills in non-drug interventions.

12. NURSING CARE

Where the Home is registered with the Registration Body for Nursing Care or are providing Nursing Care then the Service Provider will ensure that:

12.1 Nursing Equipment and Materials

Appropriate nursing equipment and materials must be available to facilitate high quality nursing care for each Service User. This must include the following:-

- 12.1.1 a range of pressure relieving aids and devices.
- 12.1.2 equipment necessary to facilitate the safe handling and movement of Service Users.
- 12.1.3 a range of Aids to Daily Living and general nursing care.
- 12.1.4 suction equipment and airways.
- 12.1.5 the required oxygen storage facilities for its use as a prescribed commodity.
- 12.1.6 equipment to deliver pain relief such as a Syringe Driver.
The Service Provider should ensure that there is a member of Staff with currently trained to operate the syringe driver and is also competent to do so.

12.2 Nursing and Personal Care

- 12.2.1 The organisation and provision of nursing care should be patient centred, research evidenced based and systematic in its approach to nursing practice and shall as a minimum meet the Registration Body standards
- 12.2.2 The care requested should be assessed and managed and evaluated by a Registered Nurse using a model of care. The Service User where able should be involved in drawing up their Assessment of Needs.
- 12.2.3 Nursing aims to be a holistic approach to the care of an individual which may also encompass the people that matter most to the Service User. Nursing care therefore

embraces physical; social; personal; psychological and spiritual needs. It should be offered to a level the Service User and their family where appropriate considers acceptable. This should include assistance with:-

Personal Care (as detailed in paragraph 9.3 above)

and

Nursing Care which shall include:-

Pain & Symptom Control

Wound Care

Infection Control

Elimination (including the management of catheters and colostomy bags etc.)

Nutrition and Diet including parental feeding

Administration of Medications

Invasive Care e.g. Tracheotomy; PEG feed; Stoma bags

SCHEDULE 2: SERVICE STANDARDS

1.0 GUIDING PRINCIPLES

1.1 The Parties will seek to provide a Service that:

- 1.1.1 encourages the rights of Service Users to make decisions about their own lives
- 1.1.2 acknowledges and seeks to address and avoid the ways in which Service Users are marginalised and subjected to discrimination
- 1.1.3 ensures that members of Staff are committed to anti-discriminatory and anti – oppressive practice and seek to examine their own attitudes.
- 1.1.4 ensures that the privacy and individuality of all Service Users is respected
- 1.1.5 respects the confidentiality of any information gained about Service Users whilst ensuring that Staff are clear that they have a duty to share any concerns about Service Users' mental and physical welfare with their managers and other professionals involved in

the Service Users support

1.1.6 fostering independence and enabling Service Users to reach their full potential

1.1.7 protecting Service Users when they are at risk

1.2 The Service Provider must provide the Service in accordance with the terms of this Contract and with all the skill, care and diligence to be expected of a competent provider of services of a similar kind to the Service

1.3 In providing the Service the Service Provider must also comply with any of the practices performance ratings and quality standards that are set out or referred to in this Contract and all statutory provisions and guidance which apply to the Service and are issued from time to time by the Registration Body

2.0 PROTECTION OF ADULTS AT RISK

The Service Provider will ensure that:

2.1 in cases of actual or suspected abuse to a Service User there must be strict adherence to the Safeguarding Adults Multi Agency Policy and Procedures for the West Midlands in order to protect the Service User and comply with any investigation carried out by the Council

2.2 it and its Staff are aware that abuse includes financial; material; physical; psychological; neglect; omissions; sexual and discriminatory abuse. It may be perpetrated by other Service Users; Staff or people visiting the Service Users, family members or friends.

2.3. it has a written statement communicating to Staff about the Safeguarding Adults Multi Agency Policy and Procedures for the West Midlands how abuse may be recognized and Staff responsibilities where they suspect it has taken or might take place. This statement will be made available to the Council on request.

2.4 co-operates with the Council's policy on the reporting and investigating procedures of suspected or actual incidents of abuse.

2.5 any allegation of abuse should be reported immediately to the Council's appropriate Social Care team immediately in accordance with policy and procedure.

3.0 SERVICE PROVIDER INFORMATION [NOT USED]

4.0 COMPLAINTS

4.1 Complaints will be managed in accordance with the provisions of Clause

38 of the terms and conditions of this Contract.

5.0 POLICIES, PROCEDURES AND GUIDANCE

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

- 5.1.1 Operational policies including recruitment and retention of Staff.
- 5.1.2 Grievance and disciplinary procedures.
- 5.1.3 Health and Safety Policy
- 5.1.4 Confidentiality record keeping and security policy.
- 5.1.5 Lone/out of hours working policy.
- 5.1.6 Staff training policy.
- 5.1.7 Risk Management policy and procedure.
- 5.1.8 Service User Rights and Responsibility Statement
- 5.1.9 Whistle blowing Policy
- 5.1.10 Mental Capacity Act: Deprivation of Liberties Safeguard Policy and procedure
- 5.1.11 Dealing with Violence, Aggression and Disruptive Behaviour in line with the Council's Management of Actual and Potential Aggression Policy

5.2 The Service Provider will ensure that all Staff used to provide the Service have access to copies of the Council's Multi Agency Safeguarding Adults Policy and Procedure and the whistleblowing policy "Speak Up about Wrongdoing" and understands them.

5.3 The Service Provider will ensure that all Staff have copies of all the policies and procedures listed above and sign a form (which will be held on the staff file) which indicates that they have received read and understood them.

6.0 STAFFING

6.1 General Standards

- 6.1.1 The Service Provider will ensure that there are enough trained and qualified Nurses (where required); care Staff and ancillary Staff on duty at the Home at all times to deliver care which is of a high standard.
- 6.1.2 The Service Provider will have evidence on how they have made the assessment of how many of any type of Staff such as Nurses (where required); carers and ancillary Staff are needed to deliver the

Service. This methodology will take into account the needs of all the Service Users; the layout of the Home; the abilities and experience of the Staff at the Home and current Best practice and guidance. This assessment will be updated frequently and whenever there are changes within the Home which would affect the Service to the Service Users.

6.1.3 Where the Service delivers Nursing Care then a nurse must be on duty at the Home at all times to deliver the Service. This includes waking night nurse and care Staff.

6.2 The Home Manager

6.2.1 The Home Manager is to be registered with the Registration Body. Where a new Home Manager is appointed at the Home they will apply for registration with the Registration Body as soon as possible.

6.2.2 The Council are to be notified, within twenty-eight (28) working days, if a Home Manager ends their employment at the Home and when a new Home Manager is appointed into the role.

6.2.3 There is an expectation that a Home Manager is appointed to manage the Home. If the Home Manager is expected to manage another home, or any other business, concurrently or is moved to cover another home the Council are to be notified, within ten (10) working days.

6.2.4 The Home Manager must be sufficiently experienced and qualified. It is expected that the Home Manager would hold NVQ level 4 or equivalent or be actively working towards it when taking on the role.

6.2.5 The Home Manager will have sufficient supernumerary time to carry out the managerial tasks associated with the role such as staff supervisions; staff meetings; auditing of care plans and associated documentation; etc.

6.2.6 The Home Manager will have daily access to a computer at the Home including a confidential email address. This email address is to be made available to the Council.

6.3 Recruitment and Selection

6.3.1 From the Commencement Date the Service Provider will ensure that all new Staff used to provide the Service are recruited in accordance with the staff recruitment and selection requirements as detailed in

the Specification

- 6.3.2 The Service Provider must inform Staff that the Council reserves the right to view their Staff records
- 6.3.3 The Service Provider shall at all times during the period of this Contract engage sufficient Staff of sufficient ability skill knowledge training and experience for the proper performance of the Service and shall continuously supervise the performance of Staff and ensure that there is a sufficient reserve available to provide the Service at all times
- 6.3.4 The Service Provider shall be entirely responsible for the employment and conditions of service of its own employees and shall at all times be fully responsible for the payment of all salaries and wages income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any persons employed by the Service Provider and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof
- 6.3.5 The Service Provider shall provide a means of identification to all its Staff and shall require them to produce such identification on request
- 6.3.6 The Service Provider will ensure that:
 - 6.3.6.1 There is a clear written job description and employee specification for all Staff
 - 6.3.6.2 Job applications are in writing and describe previous experience, training, full employment history since leaving school and explain the reason for leaving previous employment and any gaps in employment.
 - 6.3.6.3 Candidates selected for possible appointment are interviewed and provide two satisfactory written references, one of which must be from their current or last employer and from a previous employer from the care sector if applicable. Provision must be made for references to be taken from all previous employers if required. References should ask reasons for leaving, whether the employers providing the reference would offer

re-employment and whether any disciplinary investigations have been undertaken and why

6.3.6.4 References are received and checked before employment commences, including the authenticity of the reference.

6.3.6.5 Job applicants make a written declaration of previous convictions and disqualifying conditions and provide information of any other name by which they have been known in accordance with the latest guidance issued by the DBS

6.3.6.6 Before the Service Provider engages or employs any person in the provision of the Service, or in any activity related to, or connected with, the provision of the Service, the Service Provider must without limitation, complete the Employment Checks and any other checks required by the Disclosure and Barring Service. All Staff working with adults at risk undergo a search by the DBS. The Service Provider must follow guidance issued by the DBS as to the level of disclosure required for each Staff post and ensure that the Code of Practice of the DBS is strictly adhered to. The Service Provider shall ensure that it keeps itself informed of and complies with all current legislation regarding the vetting and barring of Staff in particular the Safeguarding Vulnerable Groups Bill.

6.3.6.7 Verify the identity of all Staff prior to employment using an official document.

6.3.6.8 Check the authenticity of qualifications prior to employment.

6.3.6.9 Staff are provided with information about their conditions of employment, disciplinary, grievance procedures and whistleblowing policies.

6.3.6.10 All Staff make a written undertaking in respect of confidentiality.

6.4 In the event of agency Staff being used the Service Provider must ensure that it can evidence that the agency has carried out thorough checks including references and hold a valid certificate of clearance issued by the DBS and

that selection processes have been rigorous.

- 6.5 All new Staff must be appointed on a probationary contract, renewal of which must be dependent upon satisfactory performance and completion of the Induction Programme. This provision must also apply to internal transfers.
- 6.6 Where any concerns have been raised about a potential member of Staff by a referee or through the DBS check and the person is nevertheless deemed to be suitable for care work appropriate and sufficient monitoring must be undertaken by the Service Provider in respect of the concerns raised. The Service Provider must be able to demonstrate that such monitoring has been carried out.
- 6.7 Where a member of Staff has been dismissed for abuse of a Service User the Council's Contracts Manager should be informed of the name of that member of Staff and the reason for dismissal and a referral must be made to the Council in accordance with the safeguarding adults procedures. Where an Adult Safeguarding investigation is ongoing the Service Provider shall continue with its disciplinary action against any members of Staff even if they resign from their post with the Service Provider and shall refer them to the Disclosure and Barring Scheme (DBS) if the criteria for referral has been met. The Service Provider shall also ensure that it notifies the Council's Adult Safeguarding Team in writing of the outcome of any referral to the DBS.
- 6.8 Qualifications and Experience
- 6.8.1 It is essential that all Staff recruited to the Service meet the requirements of any relevant legislation
- 6.8.2 Managers should provide evidence of the ability to manage Staff and systems effectively and to establish positive relationships with other professionals.
- 6.9 Induction and Training
- 6.9.1 All Staff will undertake a thorough and fully documented induction training programme which will be made available to the Council upon request. The induction training will cover all aspects of training in line with their requirements of the Care Certificate which will include:
- A programme introducing Staff to the organisation its policies procedures and standards

- Confidentiality and security of Service User information and access to information
- Adult protection in accordance with the Council's Multi-Agency Safeguarding Adults Policy and Procedure.
- Equal opportunities
- Health and Safety
- Working practices and how the organisation's policies procedures and standards apply to a day on a day basis
- The Service Provider will ensure that its employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them
- Infection Control
- Mental Capacity Act 2008
- Mental Capacity Act: Deprivation of Liberties Safeguard Policy and procedure

6.10 The Service Provider will ensure that all Staff used to provide care will receive their induction to the Care Certificate standards within 12 weeks of starting work with the Service Provider

6.11 Training

6.11.1 The Service Provider will ensure that the Home Manager has a computer within 1 month of the Commencement Date (including the facility to accept and send confidential emails) and is able to provide workforce data to the Skills for Care Partnership to meet the requirements of the Skills for Care National Minimum Data Set also that there is an ongoing programme of training available (which underpins knowledge for NVQ's and enables Staff to continually improve their performance) should be available.

6.11.2 The Service Provider should ensure that a computer is made available to Staff undertaking e-learning training programmes.

6.11.3 The Service Provider will keep itself informed about funding opportunities for training provided through the Skills for Care sub-regional Partnership known as the Care Workforce Development Partnership and should be able to get information on this by either contacting the Council's Community Services training unit or the

local Skills for Care co-ordinator.

- 6.11.4 The Home Manager will undertake regular appraisals of care Staff performance and training needs. Targets should be set to ensure all Staff achieve an appropriate NVQ Level 2 or Level 3 QCF Diploma's and Certificate or equivalent.
- 6.11.5 The Council and SPIC has an approved list for training providers and it is recommended that the Service Provider gives consideration to providers on that list. Where alternative training providers are used the Service Provider should endeavour to ensure that the standards and quality of training supplied are commensurate with those of approved providers. Information on quality standards for training is available from the Council's Social Care and Health Training Team Learning and Training Services Community Services.
- 6.11.6 The Service Provider will ensure that there is an up to date electronic training matrix in place for all members of Staff which documents the name of the member of Staff; their role in the Home; the training they have had and the date the training was carried out and the date the training is to be refreshed or renewed. This information must be held at the Home.
- 6.11.7 The Service Provider will ensure that all Staff are adequately trained in all areas of care delivery such as:
- Health and Safety including the COSHH regulations
 - Infection control
 - Moving and Handling
 - Dementia Care
 - Mental Capacity Act
 - Deprivation of Liberties (DOLs)
 - Safeguarding
 - Speaking up about wrongdoing
 - Food Hygiene
 - Fire Safety
 - Medication Administration
 - Care plans and recording
 - Nutrition and hydration
- This is not an exhaustive list. The Service Provider will ensure that

Staff have this training refreshed in line with best practice which is within three years of the originally training. In addition the Service Provider will check the competency of Staff to deliver aspects of care or nursing and will keep a record of these checks.

6.11.8 The Service Provider will ensure that all nurses at the Home, where the Home is nursing home will be adequately trained and have their training and practice refreshed in accordance with Best Practice from the Nursing and Midwifery Council or equivalent body.

6.12 Supervision

6.12.1 Supervision will take place between all Staff and their line manager in accordance with the frequency requirements of the Registration Body and this will be no less than four (4) times per year at intervals of every three (3) months. Written records will be kept on the content and outcome of each supervision meeting and the Council has the right to view these on request.

6.13 Use of cars for work purposes

6.13.1 Where required the Service Provider should make arrangements for appropriate safe transport and escort as necessary to enable the Service User to access health and social care services and social activities. Care will be taken to ensure that if a Service User uses a wheelchair that this is approved for use in a vehicle and is secured safely and appropriately in accordance with any relevant guidance.

6.13.2 Staff using their cars for work purposes must ensure that they comply with all road traffic regulation and have appropriate business class insurance; a copy of the insurance certificate will be kept of the Staff members file and will be available for inspection.

6.13.3 Vehicles used by Staff to transport the Service Users should carry appropriate insurance and be regularly serviced and any concerns about roadworthiness and safety reported to the Service Provider and Home Manager

6.13.4 Any driver used by the Service Provider to transport Service Users MUST:-

- Declare any driving convictions
- Be authorised by the Service Provider
- Hold a current driving licence appropriate for the vehicle

driven

7.0 RISK MANAGEMENT AND HEALTH & SAFETY

7.1 The Service Provider will have a risk management policy in respect of Service Users. Steps taken to minimise risk will be discussed with the Service User's family or Care Manager. The policy will recognise the Service User's right to take risks as an expression of independence but will take into account the effect on other Service Users and Staff. This policy should be communicated to all Staff, Service Users and their family and Care Manager

The Service Provider shall ensure that:

7.2 7.2.1 the Service is provided with proper regard to Health and Safety legislation which shall comprise all statutes codes of practice Regulations British Standards and Guidance Notes relevant to Health and Safety and the performance of this Contract. Further guidance is obtainable from the Registration Body the Health and Safety Executive and the local authority Environmental Health Inspectors

7.2.2 a Health and Safety Policy Statement meeting the requirements of the Health and Safety at Work Act 1974 or where there are four or less employees (a statement which will be issued by the Council) and subsequently endorsed by the Service Provider agreeing to meet certain health and safety and other requirements when requested to do so by the Council

7.2.3 it undertakes a risk assessment in respect of each Service User at least annually or other such frequency as shall be agreed and to update the Individual Care Plan accordingly

7.2.4 The Service Provider must have a Health and Safety Policy in line with the Health & Safety at Work Act 1974 and of the Health & Safety at Work Regulations 1992 and any amendments thereof and management must make Staff aware of its contents.

7.3 Staff should be required to follow good practice in moving and handling and be provided with appropriate training and refresher training. Certificates of training undertaken should be held on their Staff files.

7.4 Records of all Health & Safety training, including refresher training must be kept and held at the Home.

7.5 A full written risk assessment should be completed under the requirements of the Health and Safety at Work regulations 1992 on the Service and if required

in respect of each Service User when he/she is first admitted and when any changes to his/her care needs arise

- 7.6 The Service Provider must have a policy/procedure for dealing with violence, aggression and the use of restraint physical intervention
- 7.7 All accidents, incidents and violent 'near misses' involving Staff and Service Users must be recorded. This record should include any steps taken to prevent a recurrence. Accidents must also be recorded in an accident book.
- 7.8 For as long as this Contract remains in force the Service Provider must have in place and adhere to a Health and Safety policy which complies with all statutory requirements, and provide details of this policy to the Council at any time upon request
- 8.0 QUALITY ASSURANCE
- 8.1 The Service Provider must be able to demonstrate to the Council that it has a commitment to the quality of the Service and must allow officers of the Council access to all records for the purpose of monitoring and complaint investigation at all times. Confidentiality will be observed at all times
- 8.2 The Service Provider must have documented systems which enable it to:
 - 8.2.1 check on whether it is delivering the Service in accordance with the Contract and its Specification
 - 8.2.2 check whether it is doing this efficiently and effectively
 - 8.2.3 check on whether Staff are provided safe systems of work
 - 8.2.4 check whether the Service is being delivered in a way which takes account of the Service User's needs and preferences and satisfaction
 - 8.2.5 check to ensure that all records are up to date
 - 8.2.6 check whether in the view of Service Users parents / carers the Council and other relevant agencies consider the quality of the Service can be improved
- 8.3 8.3.1 provide information to the Council evidencing that the systems are in place and being used and hold all records which demonstrate this at the Home.
- 9.0 CONTRACT MONITORING

- 9.1 The Contracts Manager is responsible for monitoring the Service Provider's compliance with the terms of this Contract. Officers of the Council may seek to monitor this Contract by:
- 9.1.1 visiting the Home (announced or unannounced from time to time) to undertake a review on any or all aspects of the operation of the Service and compliance by the Service Provider with the terms set out in this Contract. The Council will have careful regard to the nature of the Service provided and shall when on premises controlled by the Service Provider respect Service Provider's rules as to security health and safety.
 - 9.1.2 carrying out a quality assurance exercise which may involve contacting Service Users and/or their families and friends and ascertaining their views on the provision of the Service at the Home
The Service Provider will:
 - 9.2 9.2.1 allowing Officers of the Council access to the Home (upon the production by Council Officers of an identity badge) to carry out a monitoring visit. This may include viewing the Home and areas used at the Home for the provision of the Service such as Service Users' bedrooms (Officers shall have regard to Service User's privacy whilst at the Home) communal areas, kitchen, bathrooms, halls (and any areas that a Service User can gain access to) to monitor and observe the provision of the Service to Service Users as required under the terms of this Contract.
 - 9.2.2 giving assistance to Officers and prompt access to at any file information or record it holds in respect of the Service User or the provision of Service to the Service Users as required by this Contract (which may include but is not limited to Service User's care files (including care plan, reviews, Assessment of Needs, risk assessments, daily notes), the recruitment and selection of Staff, policies and procedures, documentation relating to the Personal Allowance (if applicable) (and how these are put into practice at the Home)
 - 9.2.3 allowing Officers of the Council to speak to Service User's and Staff in private (the Council shall have regard to the Service User's needs and Staff needed on duty to provide the Service)

- 9.2.4 allowing access to all records or information on Service Users or the provision of the Service (this may include informal records such as staff handover book, staff rota)
- 9.2.5 upon request provide photocopies of documentation (subject to the Council contributing to the Service Provider's reasonable photocopy costs)
- 9.2.6 supplying to the Council upon request the names of Service Users resident at the Home (at any one time) and or any contact details the Service Provider holds for next of kin or family / friends that visit the Home for the purpose of contacting them to ascertain their views of the Service provided at the Home
- 9.2.7 meeting reasonable requests by Officers for information in order to investigate complaints made by Service Users; or to assess the financial viability of the Service Provider, the reliability and quality of care provision throughout this Contract period, consistency and standards of care, the Service User's and/or their representative's views of the care provided.
- 9.2.8 keeping an accurate record of all Staff on duty at the Home at any time (usually called the Staff rota) including a note if the Home Manager or any member of Staff leaves the Home for a period of time during their shift and make these available to Council Officers on request.
- 9.2.9 keeping a record of all audits of records carried out at the Home and make these available to Council Officers on request
- 9.3 The Care Manager is responsible for monitoring the provision of Service to the Service User as detailed in the Assessment of Need, the Care Plan and and:
 - 9.3.1 may seek to monitor the Service Provider's in-house systems of monitoring and review in respect of the provision of the Service to the Service User and evidence that the systems are being used effectively and that Individual Care Plans are being implemented and monitored and that needs identified within a Service User's Assessment of Needs are being met effectively.
 - 9.3.2 inform the Service Provider if it fails to meet the requirements of Care Plan and Assessment of Need and serve a Notice in accordance with

Clause 13 (Breach) specifying what improvements should be made detailing the time scales and monitoring processes.

9.3.3 inform the Contracts Manager of any failings of the Service Provider and the outcome of the monitoring process. If in the opinion of the Care Manager there continues to be concerns the Care Manager will inform the Contracts Manager. The Council reserves the right in these circumstances to suspend or terminate the IPC in accordance with clauses 14 (Suspension) and 17 (Extension and Termination).

9.4 The Service Provider will ensure that it obtains any necessary consent from Staff and/ or Service Users to allow access to files to monitor the provision of the Service.

9.5 Monitoring maybe achieved by SPIC periodically being consulted by the Council about the quality of Service provision.

10 HEALTHWATCH MONITORING

10.1 The Service Provider will allow an Authorised Representative of Healthwatch to access the Home to enter and view the Home and observe the carrying on of activities and the Services at the Home.

10.2 The duty on the Service Provider to allow the Authorised Representative access in accordance with paragraph 9.6 above shall not apply where:

10.2.1 the presence of the Authorised Representative at the Home or in a part of the Home would compromise either the effective provision of the Services or the privacy or dignity of any person;

10.2.2 the Authorised Representative does not comply with the following:

a. any viewing or observation carried out by the Authorised Representative is to be carried out for the purposes of the Healthwatch and;

b. whilst at the Home pursuant to paragraph 9.6 above the Authorised Representative does not act in any way that compromises the effective provision of the Services or the privacy or dignity of any person;

10.2.3 access is requested to Excluded Premises;

10.2.4 the Authorised Representative wishes to observe the carrying-on of Excluded Activities;

10.2.5 access is requested to the Home or part of the Home at any time when the Services are not being provided at the Home or any part of the

Home;

10.2.6 in the opinion of the Service Provider the Authorised Representative is not acting reasonably and proportionately in seeking to enter and view and observe the carrying-on of activities at the Home; or

10.2.7 the Authorised Representative does not provide the Service Provider with written evidence that he or she is authorised by the Healthwatch

11 HEALTHWATCH REQUESTS FOR INFORMATION

11.1 Upon receipt from Healthwatch of a request in writing for information which in the opinion of the Healthwatch representative making the request is necessary for the effective carrying on of Healthwatch's activities the Service Provider will respond as follows:

11.1.1 where the information requested is held by the Service Provider and is not exempt information in accordance with paragraph 11.2 below, the Service Provider must provide the information to Healthwatch within 20 (twenty) Working Days following the date of receipt of the request for information by the Service Provider;

11.1.2 where the Service Provider holds the information and it is exempt information in accordance with paragraph 11.13 the Service Provider must:

11.1.3 a. if paragraph 11.13 applies provide the information to Healthwatch in a form in which the identity of the individual cannot be ascertained, within 20 Working Days following the date of receipt of the request for information by the Service Provider; or

b. in any other case, within 20 (twenty) Working Days following the date of receipt of the request for information by the Service Provider notify Healthwatch that the Service Provider is not required to disclose the information requested;

11.1.4 where the Service Provider does not hold the information, notify Healthwatch of this within 20 (twenty) Working Days following the date of receipt of the request for information by the Service Provider;

11.2 For the purposes of paragraph 11 information is exempt if it is:

11.2.1 confidential and relates to a living individual, unless the individual consents to the information being disclosed;

- 11.2.2 prohibited from disclosure by any enactment or order of court; or
- 11.2.3 prohibited or restricted from disclosure by any rule of common law.
- 11.3 This paragraph shall apply where information requested under paragraph 11 is exempt by virtue of:
 - 11.3.1 the application of sub-paragraph 11.2.1; or
 - 11.3.2 the application of sub-paragraph 11.2.2 or 11.2.3 because the information is capable of identifying an individual; and which can be disclosed in a form from which the identity of the individual to whom that information relates or is capable of identifying cannot be ascertained.

12 ADMINISTRATION

- 12.1 The Service Provider will supply information which the Council may request from time to time in order to comply with Central Government Departments requirements or as required for Performance Indicators

13 CONFIDENTIAL INFORMATION AND RECORD KEEPING

- 13.1 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.
- 13.2 The following information should be recorded in respect of each Service User:
 - 13.2.1 name, address, date of birth (and a recent photograph)
 - 13.2.2 gender, ethnic origin, spiritual preference and significant, relevant items of personal/medical history and critical incidents
 - 13.2.3 next of kin - name, address and telephone number, LPA/Advanced care plan and Living Will as appropriate
 - 13.2.4 GP - name, address and telephone number
 - 13.2.5 Social Worker details
 - 13.2.6 current Care Plan details
 - 13.2.7 current risk assessment
 - 13.2.8 personal accounts
 - 13.2.9 death wishes (i.e. funeral/cremation/undertakers)
 - 13.2.10 inventory of belongings
- 13.3 A register of Staff must be maintained which should include the following information

- 13.3.1 name, address and telephone number
 - 13.3.2 position held (including the date started) and hours worked
 - 13.3.3 next of kin - name, address and telephone number
 - 13.3.4 GP - name, address and telephone number
 - 13.3.5 Date of issue of identification and retrieval if appropriate
 - 13.3.6 Recruitment details including a minimum of two references from previous employers, evidence of DBS checks and interview questions and responses.
 - 13.3.7 Induction and training records
 - 13.3.8 Copies of identification, training certificates and qualifications
- 13.4 The Service Provider will ensure that each member of Staff is made aware that their files may be inspected by Officers of the Council for the purpose of monitoring
- 13.5 In accordance with Caldicott recommendations and confidentiality requirements the Service Provider will ensure that:
- 13.5.1 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.
 - 13.5.2 Service Users and Staff have access to their personal records in private and as quickly as possible if requested and no later than 21 days whilst considering the interest of any third party information which can only be given with the third party's permission.
 - 13.5.3 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.
 - 13.5.4 Staff are required to sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.
 - 13.5.5 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.
- 13.5.6 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.
 - 13.5.7 confidentiality and security training is 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
 - 13.5.8 Staff contracts explicitly mention confidentiality and disclosure issues
 - 13.5.9 the flows of Service User information are reviewed
 - 13.5.10 information collections have a named owner (member of Staff) who is responsible for protecting access
 - 13.5.11 confidential information on Service Users is safeguarded so that unauthorised people do not gain access to it.
 - 13.5.12 protocols governing the sharing of Service User information with other organisations is agreed and understood
 - 13.5.13 a named individual is appointed who will have responsibility for data security
 - 13.5.14 it has a programme to review typical risks regarding Service Users identifiable information
 - 13.5.15 incidents involving security breaches are anticipated and dealt with appropriately
 - 13.5.16 security issues are monitored and reported
 - 13.5.17 passwords are used to safeguard information held on computer regarding the Service
 - 13.5.18 only authorised persons have access to information and only if they need it to carry out their roles.
 - 13.5.19 if it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification



Appendix 1

Return to: Shropshire Council Payments
 Shirehall
 Abbey Foregate
 Shrewsbury SY2 6ND
 FAX 01743 252184

To be returned by:

HOM:

Supplier Short code

Payment Type

							Office Use Only
Person ID	Name	Start Date	End Date	Date Admitted to Hospital	Date Return from Hospital	Deceased Date	Payments Section

Please contact the Payments Team on (01743) 252653 with details of any discharges or deaths within 72 hours. Thank you.	Seen by Payments	
---	---------------------	--

I confirm the details are correct: Signed.....Designation.....Date.....

NOTIFICATION TO SHROPSHIRE COUNCIL (As required by Clause 20 of this Contract) Appendix 2

DATE:

FAXED TO: Duty Officer

1. NAME AND ADDRESS OF HOME:	2. SERVICE USER DETAILS:
	Surname: _____ First Name: _____
Post Code: _____ Telephone Number: _____	Individual Placement _____ Contract Number: _____ Date of Birth: _____
3. NOTIFICATION regarding: (Please tick appropriate box and detail below)	
<input type="checkbox"/> hospital admission of a Service User: Date: <input type="checkbox"/> hospital Discharge of a Service User to the Service Provider: Date: <input type="checkbox"/> the death of a Service User: Date: <input type="checkbox"/> complaints received from the Service User or their family or carer; <input type="checkbox"/> allegation of or actual abuse to a Service User; <input type="checkbox"/> serious accident to the Service User <input type="checkbox"/> disappearance of the Service User <input type="checkbox"/> any circumstances where a Service User has refused provision of the Services e.g. where a Service User has failed to take up their place <input type="checkbox"/> significant change to physical or mental condition of the Service User; <input type="checkbox"/> major injury to a Service User as defined in the "Reporting of Injuries Diseases and Dangerous Occurrences" Regulations 2013; <input type="checkbox"/> voluntary discharge by a Service User and/or their representative; <input type="checkbox"/> holiday periods of the Service User; <input type="checkbox"/> unplanned over-night absence even if the Service User subsequently returns <input type="checkbox"/> allegation of or actual racial harassment abuse or discrimination <input type="checkbox"/> the Service User being absent from the Home overnight for any reason <input type="checkbox"/> any emergency at the Home (Clause 44 Emergency Planning)	
DETAILS:	
.....	
.....	
.....	

For Council Use: Notified Payments Team (if applicable) of above DATE on: _____

APPENDIX 2

Action: _____

Appendix Three: Electronic Contracts Service Provider Information

The Council issues care agreements made between the Council and Service Providers for individual Service Users in electronic format i.e. Word Documents. The Council will produce an electronic document(s) that will detail the cost of the service being commissioned; this will be sent to a specified e-mail address for each Service Provider.

The document(s) will be encrypted with a password; the password will be re-set every 3 months at the beginning of January, April, July and October and communicated to the Service Providers.

On receipt of the encrypted document(s) the Service Provider will un-encrypt using the correct password, update the document with the actual start date of the care and the end date if known at that time. The document will be re-encrypted and password protected by the Service Provider, then e-mailed from the designated mailbox back to the Council.

This will then be deemed to be an accepted agreement to provide the care at the stated costs.

To enable this to happen the Service Provider will need the following –

- A generic e-mail account that can be accessed by all relevant staff, this is to ensure that there are no delays when named individuals are on leave etc. *This e-mail account must be sent to the below e-mail address as part of the Service Provider setting up to receive electronic contracts.*
- Encryption software installed on the personal computers of all staff that will be updating the documents and returning them to the council. There is free software available on the internet to be downloaded such as Winrar or 7zip.

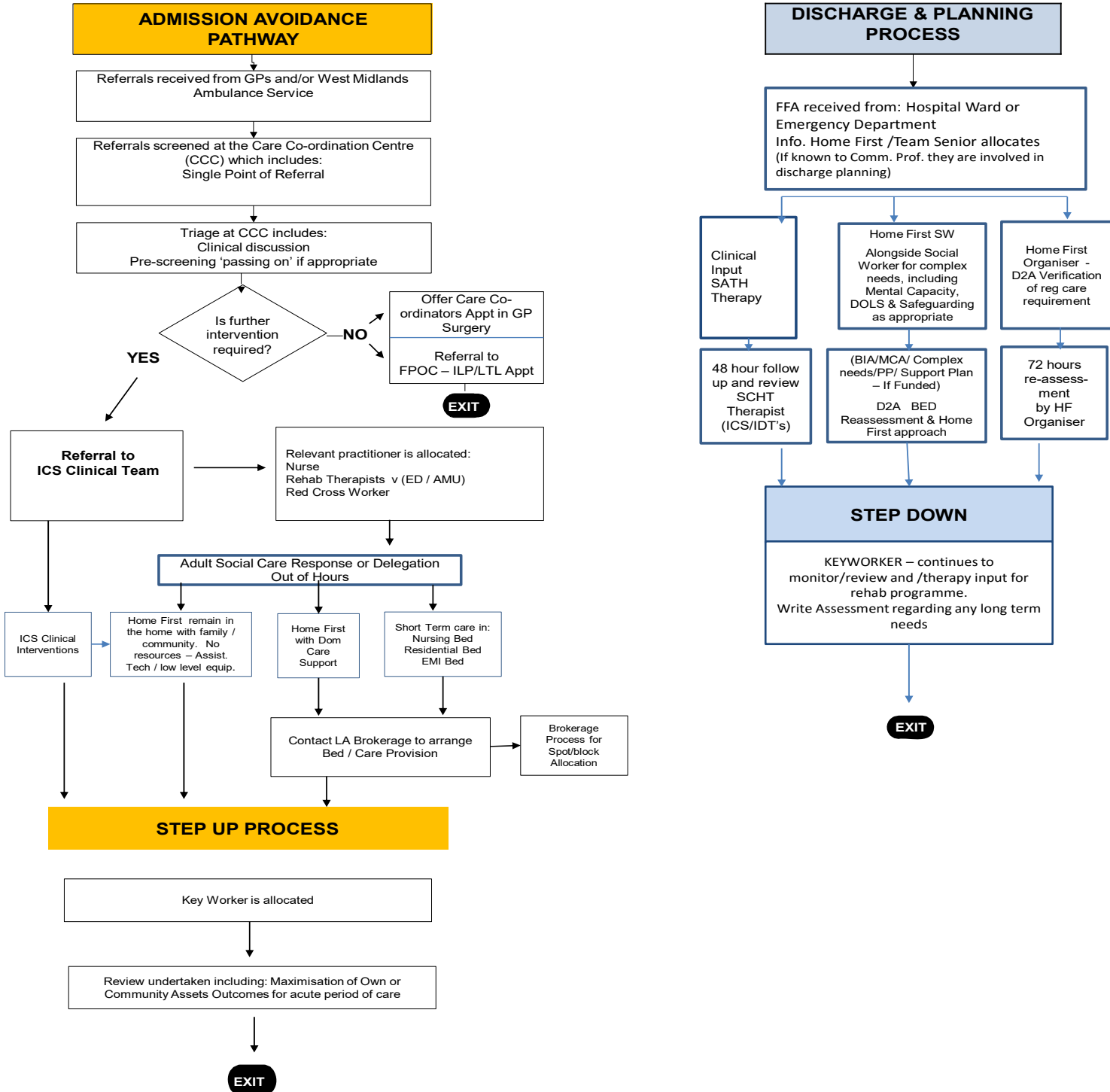
N.B. A document is produced for each service agreement that is added to CareFirst, so if there is a need for more than one service agreement e.g. one agreement for the Council's agreed rate, second agreement for top up amount, then two documents will be produced but these will be zipped and encrypted as one file. Both documents will need updating and returning

DRAFT Service Re-design for Intermediate Care – LA/SATH/Shropcom

Service Improvement & Efficiency Team

09/092016

Version 3



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

SIGNED by an authorised signatory Signature:.....

on behalf of SHROPSHIRE
COUNCIL

Print Name:.....

Position: Head of Legal and Democratic
Services

SIGNED by an authorised signatory Signature:.....

on behalf of SHROPSHIRE
COUNCIL

Print Name:.....

Position: 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:.....



Tender Response Document

AMCV 232 - PROVISION OF DISCHARGE TO ASSESS BEDS AND ADMISSION AVOIDANCE BEDS IN CARE HOMES IN SHROPSHIRE

Name of TENDERING
ORGANISATION
(please insert)

Marches Care Ltd

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 committed to developing and supporting a range of intermediate care services to achieve effective hospital discharge and hospital admission avoidance.

Intermediate care is a range of integrated services to:

- Prevent unnecessary acute hospital admissions
- Prevent premature admission to long term residential care
- Support timely discharge from hospital
- Promote recovery from illness and maximise independent living

Short term quality care provision in care homes is recognised as an important element of intermediate care, and to enhance current services the Council is seeking to secure

- 20 Discharge to Assess (D2A) care home beds (Pathway 3)
- 10 Hospital Admission Avoidance care home beds

Hence the Council is inviting tenders from care homes based in, or within, approximately 5 miles of Shrewsbury who are able to offer nursing beds with and without dementia care, and residential beds, from September 2017.

1.0 Contract terms

The contracts for the beds will be for a range of volumes and durations, up to Summer 2019, and with the potential to be extended to 2022. The terms, conditions and standards are contained in the enclosed sample form of contract, however these will be reviewed from time to time to ensure that the contract contains the Council's up-to-date contract clauses.

Shropshire Council is tendering this service in order to meet the ongoing requirement of demonstrating Value for Money. It is anticipated that providers tendering for these

services will be able to identify improved efficiencies whilst still maintaining a quality service.

If the successful tenderer/s does not have relevant registration with the Care Quality Commission for homes in Shropshire, registration will be required prior to commencement of contracts.

Shropshire Council will act as Commissioning Authority for the tender process.

1.2 Service and Service User Details

Pathway 3 Discharge to Assess (D2A) and Hospital Admission Avoidance beds must offer:

- Good quality short term care provision in a care home, appropriately registered with the CQC.
- Personal care and support, required specialist care, social activities and opportunities to engage with the community and with family and friends, hotel services, and for nursing beds, 24hr medical care from a qualified nurse for older people
- Accommodation in single rooms allocated exclusively to the Council's contract
- Facilitated access for dedicated GPs and therapists
- Active support and engagement with residents to promote their rehabilitation and re-ablement as guided by relevant therapists
- Information and advice to families and residents to fully understand the philosophy of intermediate care and the temporary nature of the residents stay at the home
- Support to families, residents and practitioners to facilitate successful discharge from the care home at the end of their stay.

Service users: The majority of service users accessing beds under the contracts are expected to be over 65 and requiring residential care, nursing care, or nursing care with dementia care, in a care home setting. Some provision may be required for adults under 65 whose personal, dementia and/or nursing care needs are best met in a residential setting.

1.3 Contract volumes and types:

Contracts will be solely for D2A beds, or solely for Hospital Admission Avoidance Beds

All of the beds within the contracts will be for short term care, with duration of stay for up to 6 weeks for both D2A beds and Admission Avoidance beds.

Approximate contract volumes will as follows:

- 1 x 20 month contract for approximately 10 D2A beds - 6 nursing + 4 nursing with dementia (or 2 x 20 month contracts for 5 D2A beds – either nursing or nursing with dementia)
- 1 x 9 month contract for 10 D2A beds – 6 nursing + 4 nursing with dementia, (or 2 x 9 month contracts for 5 D2A beds).
- 1 x 10 month contract for 10 Admission Avoidance beds - residential care (or 2 x 10 month contracts for 5 beds).

The Council's preference is for contract volumes of the bed numbers set out above, however bidders may put forward different bed numbers for consideration. The council's preference will be taken into account within the tender evaluation.

Contract durations reflect current budget commitments, however each contract will carry options to extend for up to a further 3 years to reflect continued funding, should

these become available, and continued demand.

Exact contract volumes will be determined by the Council to reflect the number and type of beds that bidders can offer.

1.4 Contract values:

Contract values will reflect the number of beds within each contract; bed week prices submitted; and contract term.

1.5 Bed availability:

The Council would prefer all beds within a contract to be made available from the commencement date of the contract, but will allow phased contracts, whereby a proportion of the beds are available from the commencement date and the balance of the beds are made available within 1 month of the commencement date. Payment on beds made available after the commencement date will be triggered from the date on which the bed becomes occupied.

1.5 Contract performance:

Performance of homes within the contracts will be subject to risk based and targeted monitoring.

1.6 Commencement dates:

Expected commencement date for all contracts is September 2017.

1.7 Contract Lots:

Contracts will be divided into the following lots:

Lot 1 – Discharge to Assess beds (Pathway 3)

Lot 2 – Hospital Admission Avoidance beds

Bidders are invited to bid for one (Lot 1 or Lot 2) or both lots (Lot 1 and Lot 2)

Instructions for the completion of this document

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

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

4. Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	7
A2	Non-Canvassing Certificate	8
A3	Non-Collusive Tendering Certificate	9
A4	Declaration of Connection with Officers or Elected Members of the Council	10
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information– For information only	13
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	17
B Part 2 Section 3	Grounds for Discretionary Exclusion	19
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Evaluation Criteria

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

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

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

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

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

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

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

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

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

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

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 70% (163 marks)		
Section C / Q 1	Price	163 max marks
Total for Price		163 max marks
Quality 30% (70 marks)		
Section C/ Q 2.1	CQC Registration	Pass / Fail
Section C / Q 2.2	Bed Availability	1 / 10 max marks
Section C / Q 2.3	Social Value	1 / 10 max marks
Section C / Q 2.4	Service Delivery and Experience: Delivering Services	1 / 10 max marks
Section C / Q 2.5	Service Delivery and Experience: Care Needs	1 / 10 max marks
Section C / Q 2.6	Service Delivery and Experience: Working with Health Professionals	1 / 10 max marks
Section C / Q 2.7 a (Lot 1)	D2A Supporting Hospital Discharge	2 / 20 max marks
Section C / Q 2.7 b (Lot 2)	Hospital Admission Avoidance	2 / 20 max marks
Total for Quality Lot 1		7 / 70 marks
Total for Quality Lot 2		7 / 70 marks

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

Price Evaluation and Scoring

Price evaluation will be based on the bed week prices for a single bed contract submitted in Section C of the Tender Schedule.

The most competitively priced tender for each lot will receive the maximum mark for price being **163**. **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.

Please note that the council have a preference for the contract volumes stated on page 3 and this will be factored into the evaluation.

The winning tender or tenders for each lot will be the tender or tenders which have the lowest combined quality and price score.

Section A:
+51. Form of Tender

Form of Tender

Shropshire Council

Tender for the provision of discharge to assess beds and admission avoidance beds in care homes in Shropshire

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

Signed: [REDACTED]

Name: [REDACTED] [REDACTED] [REDACTED]

Date: July 9th 2017

Designation: Managing Director

Company: Marches Care Ltd

Address: The Uplands,
Clayton Way,
Shrewsbury

Post Code: SY3 8GA

Tel No: 01743 282040 F [REDACTED] 43 282041

E-mail address: [REDACTED]

Web address: www.marchescare.co.uk

Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1) 

Status: Managing Director

Signed (2)

Status.....

(For and on behalf of Marches Care Ltd)

Date July 9th 2017

Non-collusive Tendering Certificate

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

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

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

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

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

Signed (1)  Status: Managing Director

Signed (2) Status.....

(For and on behalf of Marches Care Ltd)

Date July 9th 2017

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

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

Yes / No

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1)  Status: Managing Director

Signed (2) Status.....

(For and on behalf of Marches Care Ltd.)

Date July 9th 2017

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. 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	Marches Care Ltd
1.1(b) – (i)	Registered office address (if applicable)	The Uplands at Oxon Clayton Way Bicton Heath Shrewsbury Shropshire SY3 8GA
1.1(b) – (ii)	Registered website address (if applicable)	www.marchescare.co.uk
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	Limited Company
1.1(d)	Date of registration in country of origin	1986
1.1(e)	Company registration number (if applicable)	02567634
1.1(f)	Charity registration number (if applicable)	N/A
1.1(g)	Head office DUNS number (if applicable)	N/A
1.1(h)	Registered VAT number	N/A
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	Care Quality Commission Registration number 1-101652373

1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	We have to be registered with CQC
1.1(k)	Trading name(s) that will be used if successful in this procurement.	The Uplands, a Marches Care company
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	NA
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	 Marches Care Ltd Clayton Way Shrewsbury SY3 8GA More than 75%
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)	Marches Care Holdings Ltd The Uplands at Oxon Clayton Way Shrewsbury SY3 8GA Company Registration Number: 07097091 N/A N/A
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable)	N/A

	- Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
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Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

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

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

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

Section 1	Bidding Model																																																				
Question number	Question	Response																																																			
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.																																																			
1.2(a) - (ii)	Name of group of economic operators (if applicable)	N/A																																																			
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	N/A																																																			
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																																																			
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.																																																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>Registered address</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Trading status</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Company registration number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Head Office DUNS number (if applicable)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Registered VAT number</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Type of organisation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>SME (Yes/No)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>					Name						Registered address						Trading status						Company registration number						Head Office DUNS number (if applicable)						Registered VAT number						Type of organisation						SME (Yes/No)					
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Registered VAT number																																																					
Type of organisation																																																					
SME (Yes/No)																																																					

	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					

Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	[REDACTED]
1.3(b)	Name of organisation	Marches Care Ltd
1.3(c)	Role in organisation	Managing Director
1.3(d)	Phone number	01743 282040
1.3(e)	E-mail address	[REDACTED]
1.3(f)	Postal address	The Uplands Clayton Way Bicton Heath Shrewsbury Shropshire SY3 8GA
1.3(g)	Signature (electronic is acceptable)	[REDACTED]
1.3(h)	Date	10/07/2017

Part 2: Exclusion Grounds

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

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

2.3(a)	<p>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?</p>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	N/A

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

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

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	
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Part 3: Selection Questions

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

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

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

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

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

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

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

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

7. Additional Questions

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

Section 8	Additional Questions
8.1	Insurance
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer’s (Compulsory) Liability Insurance = £5Million Y</p> <p>Public Liability Insurance = £5Million Y</p> <p>*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

8.2 – Compliance with equality legislation

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

8.2 – Environmental Management

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

8.3 – Health & Safety

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

8.4 Safeguarding of adults and children

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

1	<p>Do you have a Safeguarding Policy or statement for safeguarding adults?</p>	<p>Enclosed YES</p>
2	<p>For information: our requests for references will include a question relating to your organisation’s record for safeguarding.</p>	
3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire’s Safeguarding Children Board (SSCB) and http://www.safeguardingshropshireschildren.org.uk/scb/index.html Shropshire Council’s approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC802</p>	

<p>57AAF0058F760</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <p>Signed [REDACTED] Status...Managing Director (For and on behalf of Marches Care Ltd)</p> <p>Date10/07/2017.....</p>	
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8.5 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor 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. Please confirm your acceptance of this term by ticking the box below

√ AGREED

SECTION C – TENDER SCHEDULE

Lot and Contract Selection:

Confirmation of Lot(s) Tendered for:	
Please confirm by ticking the appropriate box(es) which lot or lots you are applying for:	
Lot 1 – Discharge to Assess Beds	<input checked="" type="checkbox"/>
Lot 2 – Hospital Admission Avoidance Beds	<input type="checkbox"/>
Designated bed types in each contract	
<div style="background-color: black; height: 15px; width: 30%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 85%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 85%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 40%; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 75%; margin-bottom: 5px;"></div>	
Contract durations and sizes	
Please confirm by ticking the appropriate box(es) which duration and size of contract you are applying for.	
Lot 1 – Discharge to Assess Beds	
Bidders can select no more than one 5 bed contract, and one 10 bed contract for Discharge to Assess Beds. If you wish to offer an alternative number of beds please indicate the alternative number in the relevant box below*.	
A: 10 bed contract – 20* months (6 nursing beds + 4 nursing with dementia care beds)	<input checked="" type="checkbox"/>
B: 5 bed contract – 20* months (nursing beds)	<input type="checkbox"/>
C: 5 bed contract – 20* months (nursing with dementia care beds)	<input type="checkbox"/>
D: 10 bed contract – 9* months (6 nursing beds + 4 nursing with dementia care beds)	<input type="checkbox"/>

E: 5 bed contract – 9* months (nursing beds)	<input type="text" value="0"/>
F: 5 bed contract – 9* months (nursing with dementia care beds)	<input type="text" value="0"/>
Lot 2 – Hospital Admission Avoidance Beds	
Bidders can select no more than one contract	
A: 10 bed contract – 10* months (all residential care beds)	<input type="text" value="0"/>
B: 5 bed contract – 10* months (all residential care beds)	<input type="text" value="0"/>
Set out above are the preferred contract sizes (in terms of bed numbers) that the Council is seeking to secure. The Council will consider bids for alternative numbers of beds if we are unable to fulfil this requirement.	
<i>*All contracts awarded will include provision to extend for periods of up to three years.</i>	

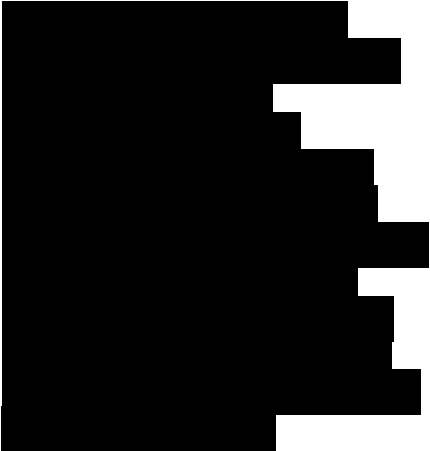

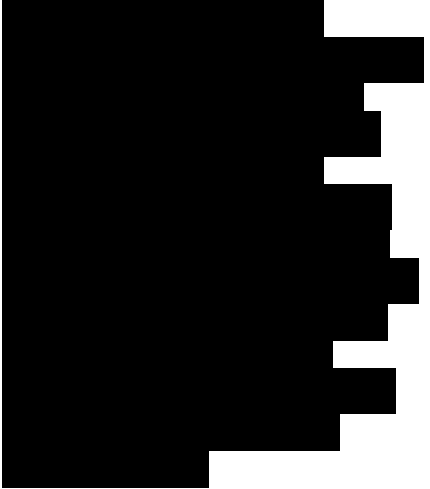
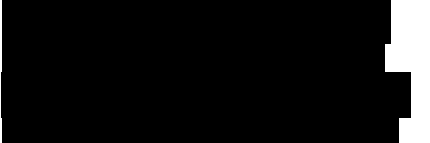
Pricing Schedule


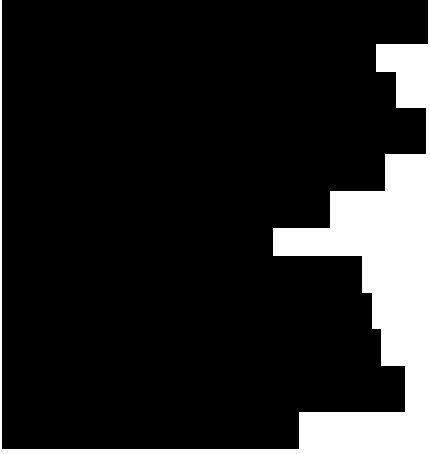
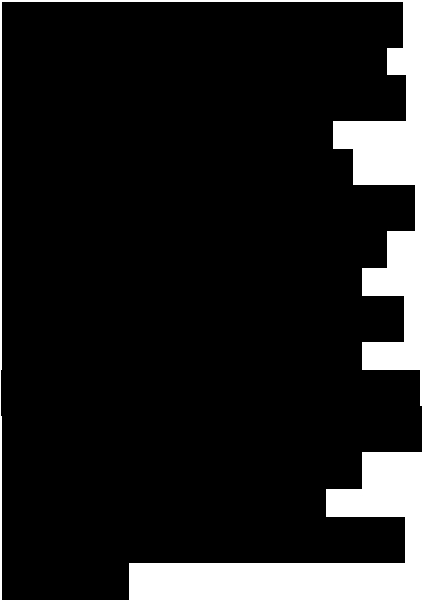


1.	Pricing
1.1	<p>Bids will be evaluated on the per bed week prices quoted below.</p> <p>Giving regard to the lot and contract selections that you have made above please insert the relevant bed week price.</p> <p>Lot 1 – Discharge to Assess Beds</p> <p>Bidders can select no more than one 5 bed contract, and one 10 bed contract for Discharge to Assess Beds. If you wish to offer an alternative number of beds please indicate the alternative number in the relevant box below*.</p> <p style="text-align: right;">Single Bed week price</p> <p>A: 10 bed contract – 20* months (6 nursing beds + 4 nursing with dementia care beds) <input style="width: 150px; height: 20px;" type="text"/></p> <p>B: 5 bed contract – 20* months (nursing beds) <input style="width: 150px; height: 20px;" type="text"/></p> <p>C: 5 bed contract – 20* months (nursing with dementia care beds) <input style="width: 150px; height: 20px;" type="text"/></p>

	<p>D: 10 bed contract – 9* months (6 nursing beds + 4 nursing with dementia care beds) <input style="float: right; width: 150px; height: 20px;" type="text"/></p> <p>E: 5 bed contract – 9* months (nursing beds) <input style="float: right; width: 150px; height: 20px;" type="text"/></p> <p>F: 5 bed contract – 9* months (nursing with dementia care beds) <input style="float: right; width: 150px; height: 20px;" type="text"/></p> <p>Lot 2 – Hospital Admission Avoidance Beds</p> <p>Bidders can select no more than one contract. If you wish to offer an alternative number of beds please indicate the alternative number in the relevant box below*.</p> <p style="text-align: right;">Single Bed week price</p> <p>A: 10 bed contract – 10* months (all residential care beds) <input style="float: right; width: 150px; height: 20px;" type="text"/></p> <p>B: 5 bed contract – 10* months (all residential care beds) <input style="float: right; width: 150px; height: 20px;" type="text"/></p>

Quality

2.	Tender Specification	
2.1	CQC Registration	
	<p>Please provide evidence that the most recent CQC report for the home that you are offering beds within shows an overall rating of good. If your CQC report does not contain a rating, please provide evidence of an overall rating of good within other care homes, with nursing care, or residential care, that you operate in Shropshire.</p> <p>Your response can include links to the</p>	<div style="width: 100%; height: 100%;"></div>

	relevant CQC website pages	
	Bed Availability	
2.2	<p>Please explain how you would make the offered beds available. (Please note the council will not accept notice being given on current spot purchased beds as an appropriate approach to making offered beds available) (max 600 words)</p>	<p>1 / 10 max marks</p>    

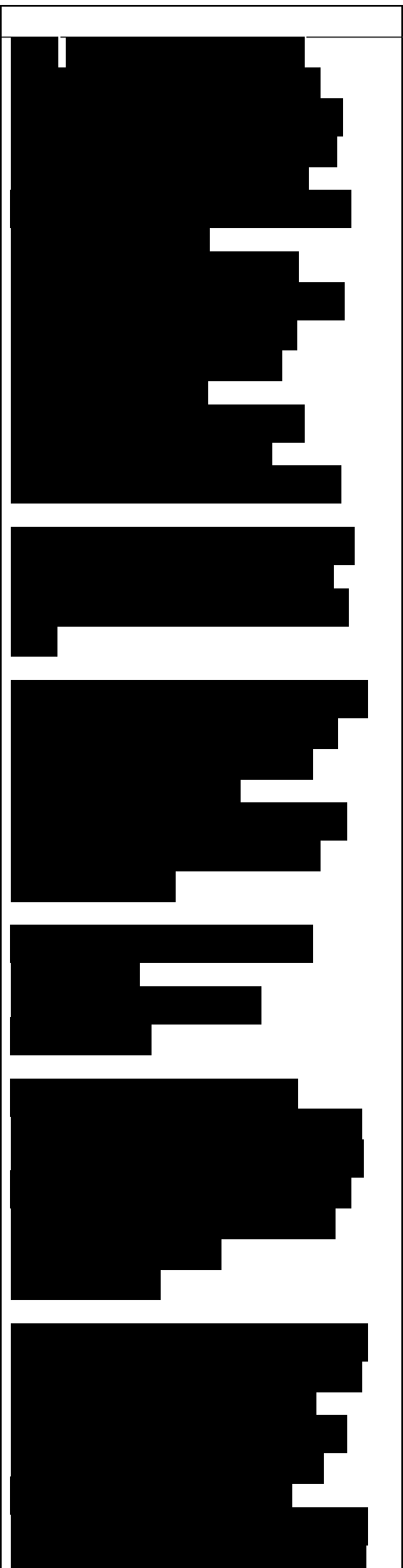
		 193 words
	Social Value	
2.3	<p>In light of the specification for the contract, please describe how you will support the development of the local care workforce in terms of volunteering opportunities, work placements, apprenticeships and/or employment.</p> <p>Your response could include, for example, local contractors for cleaning, maintenance etc or the provision of food and supplies to the home. (max 600 words)</p>	   

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

		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>450 words</p>
	<p>Service Delivery and Experience:</p>	
<p>2.4</p>	<p>Describe your experience of delivering residential and/or nursing care services within a care home.</p> <p>Your response should include the number of care homes registered for residential, nursing and or nursing care with dementia that you operate, number of beds, plus CQC and any other significant quality ratings.</p>	<p>[REDACTED]</p>






	<p>(max 400 words)</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>391 words</p>
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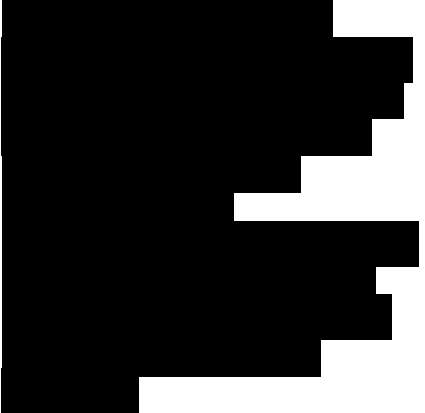


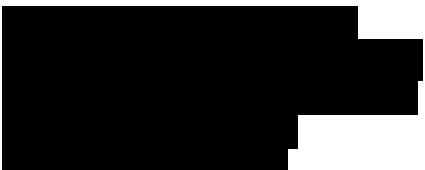
<p>2.5</p>	<p>Describe how you ensure that residents in residential care have their care needs met well.</p> <p>If you are looking to offer nursing care beds, or nursing care with dementia care bed, please ensure your response covers these specialisms.</p> <p>Your response should reference at least the following; physical environment; staffing; activities; food & nutrition; personal, nursing, and relevant (eg dementia) specialist care; medicines administration; infection control; safeguarding. (max 600 words)</p>	 The right-hand column of the table is completely redacted with black boxes, obscuring all text and graphics that would otherwise be present.
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		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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		   (595 words)
2.6	<p>When providing beds for residential, nursing care and/or nursing with dementia care, explain how you have/would expect to work with health professionals including hospital staff, GP's, pharmacists.</p> <p>Your response should include an example of successful joint working with health professionals. (max 600 words)</p>	 

		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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		   <p>358 words</p>
<p>If bidding for Lot 1 contracts please complete Question 6. If bidding for Lot 2 contracts please complete Question 7. If bidding for contracts in both lots please complete Questions 6 and Questions 7.</p>		
<p>2.7 (a)</p>	<p><i>Discharge to Assess: Supporting hospital discharge</i></p>	
	<p>In light of the requirements for this contract, describe your experience, knowledge and methodology of supporting the discharge from hospital of older people who require some form of intermediate or step down care.</p> <p>Your response should cover any specific experience of D2A, or other intermediate care service; use of integrated multi-agency access systems eg for communication and care planning; evidence of your success in supporting hospital discharge; supporting family and residents to fully understand the move-on philosophy & practice of intermediate care; engagement with local or national intermediate care initiatives or best practice. (max 800 words)</p>	<p>2 / 20 max marks</p>  

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

		 540 words
2.7 (b)	Hospital Admission Avoidance	
	<p>In light of the requirements for this contract, describe your experience, knowledge and methodology of supporting people to avoid hospital admission. Your experience should include supporting people who require some form of rehabilitative or re-ablement care before they can return home.</p> <p>Your response should cover any specific experience of supporting admission avoidance, or other rehabilitative or re-ablement care service; use of integrated multi-agency access systems eg for communication and care planning; evidence of your success in admission avoidance work, supporting family and residents to fully understand the move-on philosophy & practice of admission avoidance; engagement with local or national initiatives or best practice in this type of work. (max 800 words)</p>	2 / 20 max marks N/A



personal & commercial info

Marches Care Ltd
The Uplands
Clayton Way
Bicton Heath
Shrewsbury
Shropshire
SY3 8GA

Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

7th August 2017

Emailed to: [REDACTED]

Dear Bidder

AMCV 232 - PROVISION OF DISCHARGE TO ASSESS BEDS (D2A) AND ADMISSION AVOIDANCE BEDS IN CARE HOMES IN SHROPSHIRE

10 D2A PATHWAY 3 BEDS FOR 20 MONTHS

SHROPSHIRE COUNCIL

SUBJECT TO CONTRACT

This is an Award Decision Notice. 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 17th August 2017.

[REDACTED]

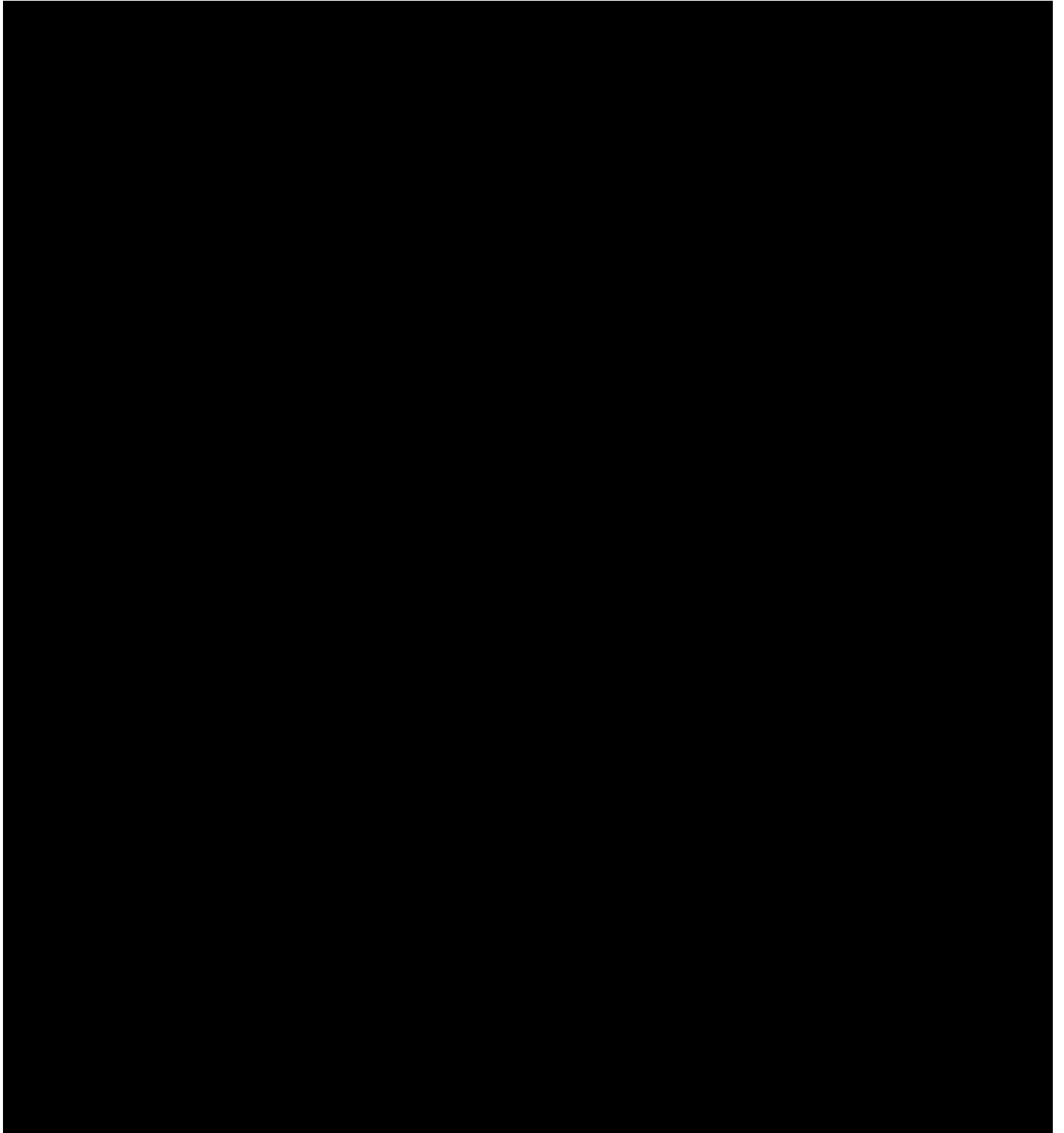
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- [REDACTED]
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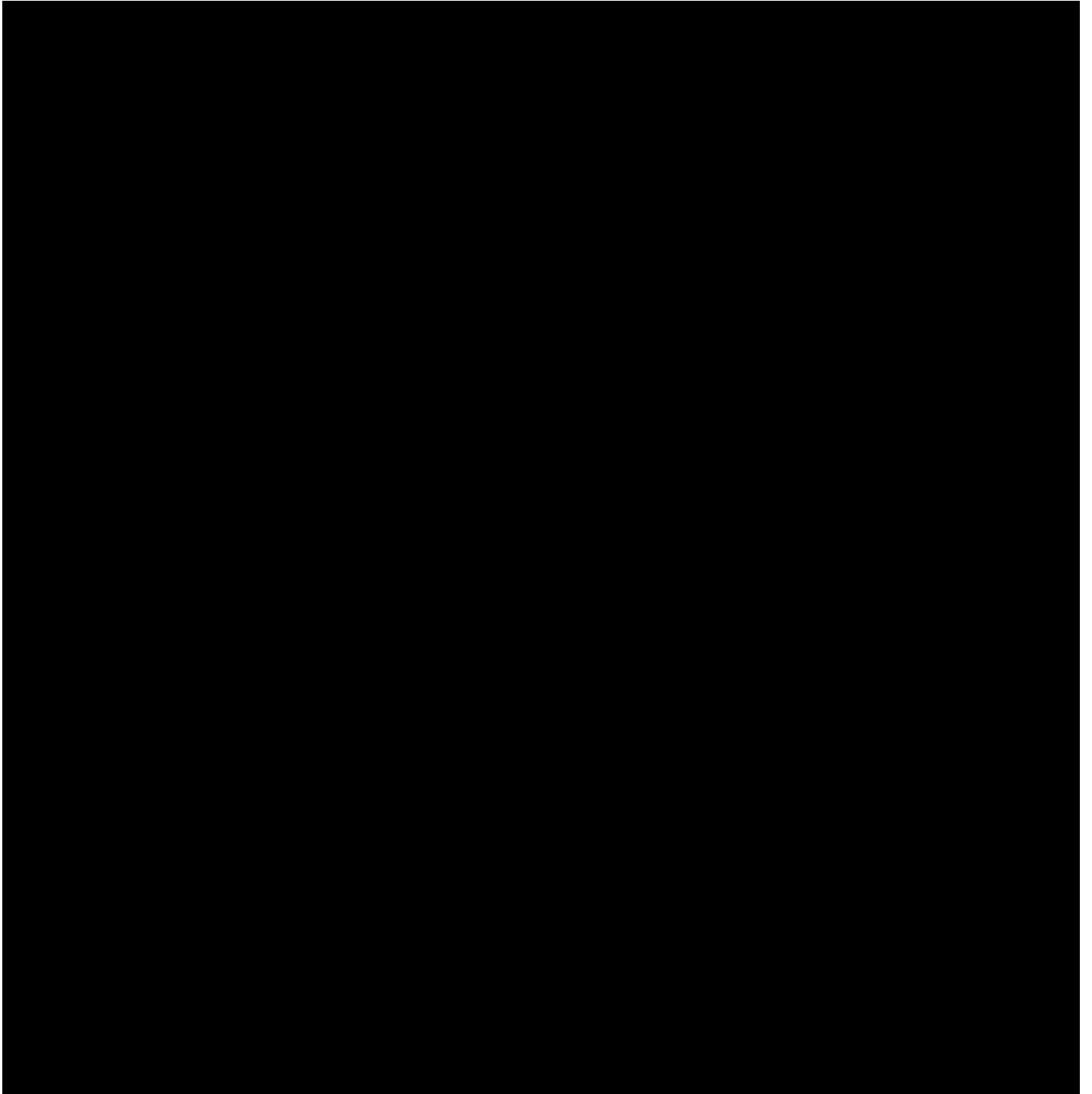
We can confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:



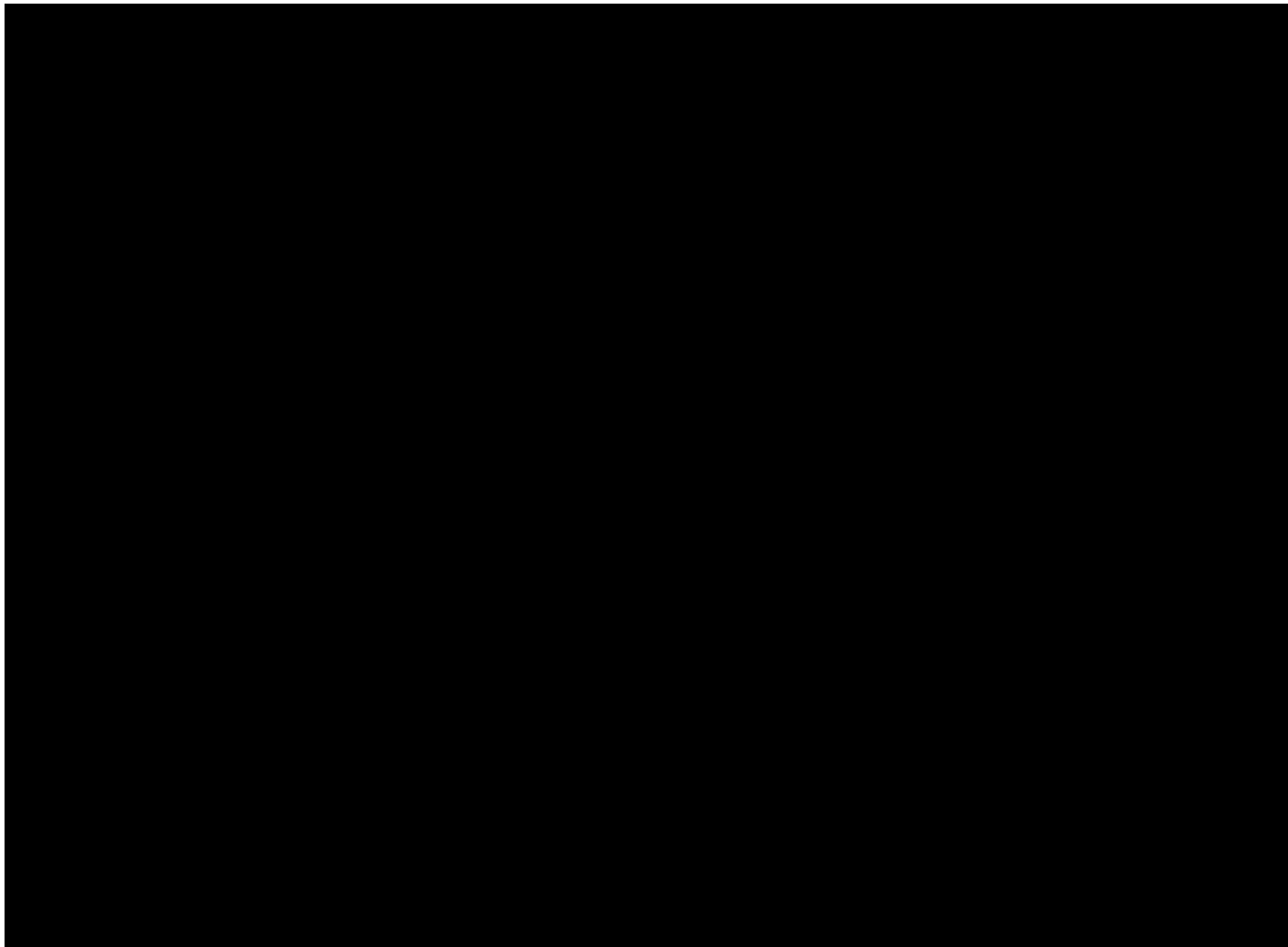
commercial info



commercial info

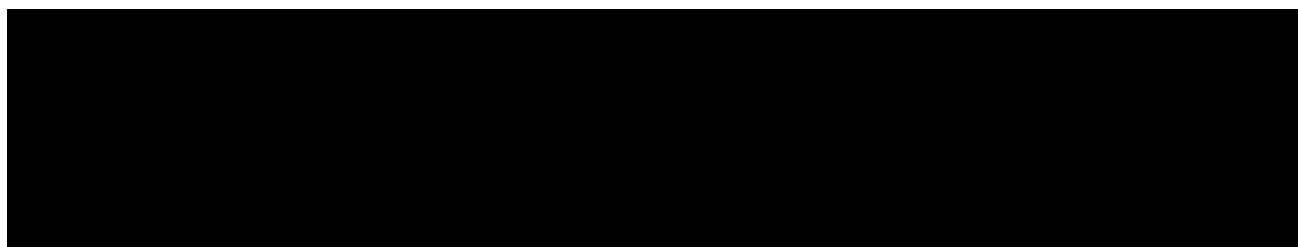


commercial & personal info



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

Yours faithfully



Interim Head of Operations
Adult Social Care
Shropshire Council

Contracts Manager
Commissioning Development and
Procurement
Shropshire Council