



Tender Reference EMC002

**TENDER FOR THE SUPPLY OF RESIDENTIAL CARE SERVICES FOR ADULTS WITH A LEARNING DISABILITY AT:**

**85 Lodge Lane**, Bridgnorth, Shropshire, WV15 5DF  
and **12-14 Blackfriars**, Oswestry, Shropshire, SY11 2DU

Shropshire Council is seeking to block purchase Residential Care Services for up to of 9 adults with a learning disability at 2 locations in Shropshire due to the full contract period expiring with the current providers. The service is to be delivered from homes owned by the Council and the successful provider will enter into an agreement to operate in these homes.

The contract is due to operate for the period provisionally from 15<sup>th</sup> July 2013 to 14<sup>th</sup> July 2016 with an option to extend for up to two years. A start date for the new service will be negotiated with the successful provider.

Organisations which have significant experience of providing these types of services are requested to express an interest in receiving a tender pack.

Providers who wish to express an interest must do so quoting the tender reference number above by email to [REDACTED] at:

[REDACTED]  
**by Noon on Friday 11<sup>th</sup> January 2013**

Providers should supply an appropriate email address to receive a copy of the Invitation to Tender documentation, which will be despatched after the above date.

**Commissioning & Procurement**

Shirehall, Abbey Foregate  
Shrewsbury, SY2 6ND



14 January 2013

**Tel:** (01743) 253911

**Fax:** (01743) 253910

Please ask for: [REDACTED]

Email: [REDACTED]

Dear Sirs

**EMC 002 – Block Contract for Residential Services for Adults with a Learning Disability**

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

1. Instructions for Tendering
2. Form of Contract (Sample)
3. Tender Response Document
4. Appendix 1: Tendered Costs Spreadsheet
5. Appendix 2: TUPE information.
6. Appendix 3: Residents' Profiles
7. Appendix 4: Residents' Support Hours
8. Appendix 5: Heads of Terms- Lease
9. Return Label

Tenders should be made on the enclosed Tender Response Document.

**One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering'. 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 Friday 15<sup>th</sup> February 2013**, any tenders received after this time **will not** be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided

- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders **cannot** be accepted if:

- Tenders are received by facsimile or email
- Tenders are received after **Noon on the given deadline**
- Tenders bear any marks identifying the tenderer

### Freedom of Information

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

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

### Other Details

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

You may be invited to interview and the dates for interviews are **Monday 18<sup>th</sup> and Tuesday 19<sup>th</sup> March 2013** please could you ensure that you will be available on those dates.

personal info

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

Yours faithfully



**Commissioning & Procurement**  
Enc

BETWEEN

SHROPSHIRE COUNCIL

and

LEGAL ENTITY

**BLOCK CONTRACT**

for

**Residential Care Services  
for Adults with Learning Disabilities**

Placed at

**NAME OF HOME**

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Protection Act 1998.

Expiry Date	
Excluded Activities	means any activities provided further to a Local Authority's social services functions relating to a person aged under 18, or under the Children Act 1989, the Adoption (Intercountry Aspects) Act 1999, the Adoption and Children Act 1976 or the Adoption Act 1976
Excluded Premises	means parts of a care home which are not communal areas; or premises or parts of premises used as residential accommodation for employees of the Service Provider; or premises which are occupied by one or more persons as their home and which at least one of those persons occupies under a tenancy or licence.
Financial Year	the period of 12 months from and including 1 <sup>st</sup> April in one year to the 31 <sup>st</sup> March in the next
Healthwatch	Healthwatch for the administrative area of Shropshire Council established under The Health and Social Care Act 2012
Home	<b>Name &amp; Address of Home</b> the care home from which the Service Provider provides the Service to the Service User
Individual Care Plan	a written plan related to the Assessment of Needs drawn up by the Service Provider in respect of the Service User to show the care objectives and provision of Service and where appropriate nursing care
Individual Placement Contract	a contract between the Service Provider and the Council which is specific to a Service User
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
The Legislation	National Assistance Act 1948 Health and Social Care Act 2008
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.
Multi Agency Adult	The Council's Policy and Procedures to make clear the roles

Protection Policy and Procedures	and responsibilities of staff working with vulnerable adults when abuse is suspected or reported
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	The review of Payment as detailed in Clause 4.
Payments	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 Allowance	The sum of the Service User's weekly income to be retained by the Service User being equal to the amount set each year by the Department of Health.
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998.
Regulatory Body or 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 Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly.
Service	the Service as described in the Specification.
Service Provider Software	software which is proprietary to the Service Provider including software which is or will be used by the Service Provider for the purposes of providing the Services
Service Users	the persons or client group designated from time to time by the Council to receive the Service.
Service User's Contribution	The sum contributed by the Service User towards the cost of care following a means tested financial assessment by the Council in accordance with Charging for Residential Accommodation Guidelines issued by the Department of Health.
Speaking up about Wrongdoing Policy	The Council's policy for its employees and elected members that advises specifically on blowing the whistle on wrongdoing.  The policy is available in a leaflet form to our business

	partners, contractors, voluntary agencies, partnerships, and any others with whom the Council has dealings with for distribution to their employees.
Specification	the Specification contained in the Schedules to this Contract
SPIC	Shropshire Partners in Care (the representative body of Service Providers in Shropshire).
Staff	those persons paid or unpaid who deliver the Service on behalf of the Service Provider including a Subcontractor.
Subcontractors	Any person (s) that the Service Provider contracts with to provide the Service either directly or indirectly for which the Service Provider is responsible under this Contract.
Third Party	A person other than the Service User or the Council who agrees with the Council to make a contribution to the cost of the Service.
Third Party Agreement	The Third Party Contribution Contract for care costs made between the Third Party and the Council.
Third Party Software	software which is proprietary to any third party which is or will be used by the Service Provider for the purposes of providing the Services
TOPSS National Standards	The training standards of the Training Organisation for Personal Social Services.
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended) and the Acquired Rights Directive
Working Days	Monday to Friday inclusive (not including national bank holidays)

#### WHEREAS

- (A) The Council in the exercise of performing its obligations is desirous of making provision within its area for Adults with learning disabilities (the Service User)
- (B) The Council has caused to be prepared a detailed Specification in respect of the Service
- (C) The parties have agreed that it is at this time necessary to satisfy the requirements for registration under the Health and Social Care Act 2008

- (D) This Contract including the Specification shall form the entire Contract between the parties and supersedes any previous agreements or arrangements

## 1 CONTRACT AND TERM

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

## 2 PAYMENT

- 2(a) The gross Payment of £X per week is calculated on the basis of x (x) Service Users and Payments will be reviewed and where necessary adjusted in accordance with Clause 2(d)
- 2(b) The Payment for each existing Service User is as detailed in Schedule 4 Without prejudice to the content of Clause 4 below from the Commencement Date the Council will pay to the Service Provider the sum of £ X ( X Pounds) by 13 four weekly instalments paid in arrears and a sum for subsequent years to be agreed in accordance with clause 7 to be paid four weekly in arrears
- 2(c) The Service Provider shall ensure that where appropriate each of the Service Users makes a claim for benefits in respect of Income Support and where appropriate Disability Living Allowance and any other state benefits which any of the Service Users may from time to time become entitled to and shall forward the details of the total sums received as benefit to the Council within 7 days of receipt of the first sum received
- 2(e) The Payments will be reviewed each time there is a change of Service Users or a significant change in the needs of any of the Service Users as assessed by the Council in consultation with the Service Provider
- 2(f) The Provider will report any vacancies or void places to the Council's Assessments and Care Management Team as soon as they occur
- 2(g) Payments to the Service Provider will be made through the BACS. Any alternative methods of Payment must be agreed by the Council's Director of Resources
- 2(h) For the avoidance of doubt the Council will not be liable:
- 2(h)(i) to make Payments for any Service User who has not been assessed via the Council's assessment and care management system.
- 2(h)(ii) for any nursing care costs properly payable by the local Health

Authority in accordance with any statutory provision

- 2(i) Whenever under this Contract any sum of money shall be recoverable from or payable by the Service Provider to the Council the same may be deducted from any sum then due or which at any time thereafter may become due to the Service Provider under this Contract

### 3 VAT

- 3(a) 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

### 4 PAYMENT REVIEW

- 4(a) The Payment shall be reviewed by the Council in consultation with SPIC annually
- 4(b) Following such review the Council may increase the fee payable to the Service Provider to take effect from the first Monday in April each year and such reviewed charge shall be notified to the Service Provider and shall be deemed to vary the agreed rate for the IPC accordingly
- 4(c) Should any payment review not be concluded by the 1 April then the Payment for the preceding Financial Year shall remain in full force until such time as any revised Payment is agreed
- 4(d) An agreed revised Payment submitted in accordance with 4(b) above shall be back-dated to that date
- 4(e) The Council's decision after the completion of the payment review shall be final.

### 5 COMPLIANCE

- 5(a) The Council undertakes to:
- 5(a)(i) make the Payments to the Service Provider in accordance with Clause 2
  - 5(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate.
- 5(b) The Service Provider undertakes to comply with the following in the provision of the Service:
- 5(b)(i) provide the Service in accordance with the Specification and with all due diligence care and skill expected of a suitable and experienced provider of such services
  - 5(b)(ii) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
  - 5(b)(iii) acknowledge in all publicity wherever reasonably practicable the Council's funding of the Service
  - 5(b)(iv) the Council's Multi Agency Adult Protection Policy and Procedures

- 5(b)(v) all standards required by the Health and Social Care Act 2008 in order to maintain registration thereunder
  - 5(b)(vi) all equal opportunities legislation and anti-discriminatory practices including those identified in Clause 29 Equalities
  - 5(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
  - 5(b)(vii) the Data Protection Act 1998
  - 5(b)(viii) 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.
  - 5(b)(ix) the principles of Best Value
  - 5(b)(x) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance
  - 5(b)(xi) 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.**
- 5(c) 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.
- 5(d) If for any reason the Service Provider is unable to comply with any of its obligations under this Contract it shall notify the 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 13 (Extension and Termination).

## 6 VARIATION

- 6(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
- 6(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

## 7 AGENCY

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

## 8 ACCOUNTING

- 8(a) The Service Provider shall ensure that all necessary accounting arrangements exist to distinguish between the Payments and any funds held on behalf of the Service User or any other funds held by the Service Provider
- 8(b) All bank building society post office or other account statements together with all other supporting documentation pertaining to Service Users monies held by the Service Provider shall be retained by the Service Provider and made available for inspection by the Council
- 8(c) The Service Provider will (upon the Council's request) produce records of any funding held on behalf of Service Users which shall clearly identify the balance held and the date funds are paid in and withdrawn
- 8(d) The Service Provider will facilitate the inspection of all financial records held in connection with the Service and shall produce a copy of its annual audited accounts as soon as is reasonably practicable if requested to do so by the Council
- 8(e) The Service Provider shall provide such financial information as the Council may reasonably require from time to time to assess the financial viability and monitor the performance of the Service Provider
- 8(f) The Service Provider shall compile maintain and keep the information and records as required in the Specification and such information as the Council may from time to time reasonably require to enable the Council to submit any information or data required for the purposes of the Performance Indicators
- 8(g) The Council may by notice in writing to the Service Provider authorise the statutory auditors of the Council or any regulatory body to which the Council is subject including but without limitation the Commissioner for Local Administration to exercise any of the rights exercisable under this clause by the Council. For these purposes the "statutory auditors of the Council" shall include any body appointed by the Audit Commission or authorised by statute to perform similar functions to those of the Audit Commission

## 9 NOTICES

- 9(a) The Service Provider shall comply with and give any notices required under the Contract or required by any Act of Parliament any instrument rule or order made under any Act of Parliament or any regulation or by-law of any local authority which may have jurisdiction in respect of the Service Provider
- 9(b) Any Notice under this Contract 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 Registered Manager
- 9(d) The Council's address for the purpose of delivery of a Notice is Head of Assessment & Eligibility at Shropshire Council; Shirehall; Abbey Foregate; Shrewsbury; SY2 6ND; and a separate copy must also be sent to the Council's Procurement Manager; 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 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 Regulatory Body prohibiting it from operating

## 11 ANTI-BRIBERY AND CORRUPTION

11(a) The Council may cancel this Contract by way of a written Notice with immediate effect and recover from the Service Provider the amount of any loss resulting from the cancellation if at any time it becomes known to the Council that the Service Provider or any person employed by the Service Provider or acting on his behalf whether with or without the knowledge of the Service Provider has:

11(a)(i) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form to any member employee or agent of the Council as an inducement or reward in relation to the obtaining or execution of the Contract or any other contract with the Council; or

11(a)(ii) favoured or discriminated against any person in relation to this Contract or any other contract with the Council; or

11(a)(iii) committed an offence in relation to any Agreement with the Council under the Bribery Act 2010 or Section 117(2) Local Government Act 1972 (as amended).

## 12 INDEMNITY AND INSURANCE

12(a) The Service Provider shall be liable for and shall indemnify the Council against any expense liability loss claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever (which shall be deemed to include the Service User) or damage to any property real or personal arising out of or in the course of the performance or defective performance or otherwise of this Contract by the Service Provider, its employees servants or agents unless due to any act or neglect of the Council or any person for whom the Council is responsible

12(b) Without prejudice to its liability to indemnify the Council as aforesaid the Service Provider shall take out and maintain such insurances as are necessary to cover his aforementioned liabilities to include any third party and passenger liability in respect of all vehicles used in the provision of the Service and Public Liability insurance to a minimum of £5 million for any one event together with compulsory insurance under the Employers' Liability (Compulsory Insurance) Act 1969 (to a minimum of £10 million) and any other category of insurance which the Council may reasonably require from time to time and shall upon its annual renewal forward to the Council's Procurement Manager copies of schedules confirming the existence of the above minimum requirements and produce original copies of the relevant policies upon request

- 12(c) If the Council becomes aware that any of the policies of insurance do not provide cover to comply with the above insurance requirements then without prejudice to any other remedy available the Council may issue a Notice requiring the Service Provider to rectify the position within the time specified in the Notice

**13 EXTENSION AND TERMINATION OF THE CONTRACT AND THE INDIVIDUAL PLACEMENT CONTRACT**

- 13(a) Unless terminated in accordance Clause 10 (Breach) and Clause 11 (Anti Bribery and Corruption) the Contract will remain in force from the Commencement Date until the Expiry Date and the obligations of the parties to the Contract will only become enforceable upon the completion of an Individual Placement Contract in respect of each Service User and will come to an end upon termination of the Individual Placement Contract for the last Service User. The arrangements for completion and termination of the Individual Placement Contract must be effected by the Care Manager.
- 13(b) The Council may in its absolute discretion extend the duration of this Contract by a further period of two years commencing on the 1<sup>st</sup> April 2012 and must inform the Service Provider of any intention so to do at least 3 months before that date with the Service Providers consent.
- 13(c) The Service Provider may terminate the Contract by giving 3 months notice in writing to the Council if one of the following events occurs:
- (i) Bankruptcy or insolvency of the Service Provider
  - (ii) Sale of the Home
  - (iii) Transfer of the Service Provider's business to a third party
  - (iv) Serious ill health, retirement or death of the Service Provider
- or one of them
- 13(d) If the Service Provider terminates the Pre placement Contract in accordance with the preceding sub-clause then the Council may terminate any of the Individual Placement Contracts at any time without notice.
- 13(e) In the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under clause 2 (Payments) shall cease and no further Payments will be made and the Service Provider shall repay to the Council all (if any) of the Payments already received after the liabilities incurred by the Service Provider in the provision of the Service in accordance with this Contract have been met.
- 13(f) Any improper conduct on the part of the Service Provider including the Staff will be considered a breach of this Pre-placement Contract which may result

in immediate termination with entitlement to recover any loss resulting from such termination. Improper conduct includes any actions which may reasonably be considered to be to the detriment of the welfare of the Service User either by positive action or neglect including but not exclusively:-

- Fraud and theft from Service Users.
- Neglect of Service Users.
- Cruelty and assault to or upon Service Users including verbal abuse.
- Improper inducements.
- Financial malpractice.
- Sexual relationships between Staff and Service Users.
- Racial harassment.

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

13 (g)(i) by the Council giving 7 days notice to the Service Provider following the Service Providers conviction of an offence contrary to the Health and Social Care Act 2008

13(g)(ii) by the Council on giving 3 months Notice in writing to the Service Provider

13(g)(iii) by way of a written Notice with immediate effect 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

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

13(h) If the Service Provider:

- 13(h)(i) Has its registration in respect of the Home cancelled by the Regulatory Body.
- 13(h)(ii) Commits a serious breach of its obligations under the Contract;
- 13(h)(iii) Becomes bankrupt or makes a composition with its creditors or has a proposal for voluntary arrangements for composition of debts a scheme or arrangement approved in accordance with the Insolvency Act 1986 or has an application made for the appointment of a receiver or has a winding up order made except for the purposes of amalgamation or re-construction or a resolution for voluntary winding up passed;

Then in such circumstances the Council may without prejudice to any accrued rights or remedies under the Contract terminate the Contract by notice in writing having immediate effect and take action to enforce any right arising to the Council under the Contract.

13(i) If the Contract is terminated as provided by Clause 13(h) above the Council shall:

- 13(i)(i) cease to be under any obligation to make further Payment until the cost loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider;
- 13(i)(ii) be entitled to make other arrangements and if necessary pay other persons to provide the Services;
- 13(i)(iii) be entitled to deduct from any sum or sums which but for clause 13(h) would have been due from the Council to the Service Provider under this Contract or any other 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 the Contract and further such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the 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.

13(j) The Council and the Service Provider acknowledge that the expectation of

most Service Users is that they will be cared for long term in the Home. The Council and the Service Provider therefore undertake that they will not act unreasonably or to the prejudice of the Service Users so far as is reasonably practicable.

#### TERMINATION OF SERVICE TO AN INDIVIDUAL PLACEMENT CONTRACT

13(k) The Service Provider provides a permanent place of residence for those for whom it is a positive choice. The Council and any other appropriate professionals will be consulted when it is felt that the Service Provider is unable to provide for the Service User's well being in the long term.

13(k) (i) Termination of the Service to an individual Service User will only take place in agreement with the Council and by negotiation with all other professionals involved and in the best interests of the Service User or other Service Users who share the Service.

13(k) (ii) The Service Provider and the Council will work together to achieve a mutually beneficial outcome.

13(k) (iii) Termination of the service to an individual Service User may only be terminated following an assessment by the Service Provider and Care Manager and / or a multi agency conference other than if there is reasonable cause to believe that there is potential for significant harm to the Service User, another Service User or members of Staff at the premises that cannot be addressed by risk management. In such circumstances the parties shall work together to safeguard the interest of the Service User until such time as an alternative suitable placement can be made by notifying the Council that an emergency situation has occurred and arranging a meeting between the two parties, notifying and seeking the advice of any relevant professionals in conjunction with the Council agreeing with the Council interim management of the risk whilst alternative solutions are found agreeing with the Council an appropriate action plan to effect an agreed exit / transition of service for the Service User.

13(l) An Individual Placement Contract may be terminated by either party giving 8 weeks written notice except in accordance with 13(d)

13(m) Where an Individual Placement Contract has been made for a fixed period

the Individual Placement Contract will end on the expiry of that period (unless the Individual Placement Contract has been terminated in accordance with paragraph 4 of schedule 1)

- 13(n) The Individual Placement Contract may be terminated by the Council giving seven days notice to the Service Provider during any period of admission of the Service User to hospital or other health care provision following a reassessment of the Service Users needs.

#### 14 DISPUTES

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

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

- 14(b) if the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the parties may serve the Council's Corporate Director-People and the Service Provider's Registered Manager with notice of the dispute and they shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

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

#### 15 ASSIGNMENT AND SUB-CONTRACTING

- 15(a) The Service Provider shall not assign or subcontract any of its obligations under this Contract or any part of it without the prior written consent of the Council which consent the Council shall be absolutely entitled to withhold. If the Council does give consent to subcontract the carrying out of the Service Provider's obligations under this Contract the Council can subsequently

withdraw its consent provided that it acts reasonably in doing so and gives reasonable notice. The Service Provider will be required to terminate the subcontract in these circumstances.

15(b) In the event that consent is given by the Council it will not relieve the Service Provider of its obligations under this Contract and the Service Provider will remain responsible for the acts, defaults and neglect of any Subcontractor or any employee agent of each Subcontractor as if they were the acts defaults and neglect of the Service Provider. If consent is given to subcontract any part of the Service the Service Provider will ensure that the Subcontractor agrees with the Council that it will carry out the obligations to the standard required of the Service Provider under the terms of this Contract

15(c) The Service Provider must notify the Council if:

15(c)(i) there is a change in the control of the majority of the shares in or the voting rights amongst shareholders or members of the Service Provider's organisation

15(c)(ii) it merges with another organisation

15(c)(iii) it transfers its engagements to another organisation

15(c)(iv) it in any way transfers its business to another organisation

15(c)(v) as a result of any misconduct or mismanagement on the part of the Service Provider a Regulatory Body directing an inquiry into or making an order of any kind in relation to the Service Providers affairs; or

15(c)(vi) any registration which the Service Provider must maintain in order to provide any of the Service is withdrawn or cancelled or is threatened to be withdrawn or cancelled

15(d) The Council reserves the right to share any information with the Regulatory Body about the Service Provider or its Staff or Service Users regarding the provision of the Service to investigate and safeguard the well being of Service

15(e) If 20% of the Service Provider's overall workforce at the Home is made up of Staff from agencies (or not employed directly by the Service Provider) then this may be considered Assignment or Sub Contracting of the Service Providers obligations under this Contract and require written consent of the Council which it shall be absolutely entitled to withhold

## 16 FORCE MAJEURE

16(a) Subject to the provisions of clause 16(b) neither the Service Provider nor the Council shall be liable for any delay or failure in performing its obligations hereunder for any circumstances beyond its reasonable control such as (but not restricted to) flood fire and civil unrest but the Council shall in such

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

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

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

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

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

## 17 WAIVER

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

## 18 SEVERANCE

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

## 19 STATUTORY DUTIES

19(a) The Council has various statutory duties in relation to this Contract including (but not exclusively) under Part 1 of the Local Government Act 1999 (Best Value) to carry out a regular review of the Service

19(b) The Service Provider their employees and agents must fully co-operate with the Council in complying with any such statutory duty and subject to the provision of the Data Protection Act 1998 the Service Provider must provide to the Council any information facilities and assistance that the Council may reasonably request provided the Council has given the Service Provider reasonable notice and also provided that this does not put the Service Provider to unnecessary cost

## 20 LAW

- 20(a) This Contract shall be governed and construed in accordance with the Laws of England and the parties agree to submit to the jurisdiction of the English Courts
- 20(b) Where the Service Provider consists of 2 or more persons all the obligations of the Service Provider shall be deemed to be complied with by such persons jointly and severally and any reference to the masculine gender shall include reference to the female and any reference to the singular shall include referral to the plural
- 20(c) Any reference to an act includes reference to any statutory re enactment or modification there of
- 20(d) Where there is a conflict between the provisions of this Contract and any other Contract either between the parties then the provisions of this Contract will prevail at the sole discretion of the Council

#### 21 THIRD PARTY RIGHTS

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

#### 22 REMEDIES CUMULATIVE

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

#### 23 COUNCIL'S FUNCTION AS A LOCAL AUTHORITY

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

#### 24 CONCLUSION OF CONTRACT

- 24(a) Upon the expiry or termination of this Contract and upon the Council's request the Service Provider must give an Officer or any person the Council specifies all data information files records documents and the like (in whatever form that they may be held) which the Council earlier supplied to the Service Provider for the purposes of this Contract or which were produced or augmented by the Service Provider in connection with the carrying out of obligations under this Contract
- 24(b) Clause 24(a) is subject to the provisions of Clause 30 Confidential Information

#### 25 SUSTAINABILITY

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

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

- 26(a) The Service Provider acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 26(b) The Service Provider shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Service Provider acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 26(c) The Service Provider shall:
- 26(c)(i) transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
  - 26(c)(ii) provide the Council, at the Service Provider's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
  - 26(c)(iii) provide, at the Service Provider's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 26(d) The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Service Provider prior to making any decision or considering any exemption.
- 26(e) In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 26(f) The Service Provider acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental

Information Regulations to disclose information concerning the Service Provider or the Services:

- 26(f)(i) in certain circumstances without consulting the Service Provider;  
or
  - 26(f)(ii) following consultation with the Service Provider and having taken their views into account; provided always that where sub-clause 26(f)(i) above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.
- 26(g) The Service Provider shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 26(h) The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.
- 26(i) Where the Service Provider is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Service Provider. The Council and the Service Provider acknowledge and agree that:
- 26(i)(i) as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
  - 26(i)(ii) they are required by law to consider each and every Request for Information made under FOIA;
  - 26(i)(iii) that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.
  - 26(i)(iv) Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality),

the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:

- a) confirm or deny that information is held by the other party, or
- b) disclose information required to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.

26(i)(v) each party shall bear its own costs of:

- a) assessing the application of any exemption under FOIA and/or
- b) responding to any FOIA notice and/or
- c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure

26(i)(vi) the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.

26(i)(vii) the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

## 27 TUPE

27(a) The Service Provider shall provide to the Council any information reasonably required in connection with TUPE when requested to do so and the Council undertakes to use such information only for purposes in connection with TUPE and to ensure that any third party who requests the TUPE information has undertaken to use it only in connection with a tender for Service and for TUPE purposes and in the event of non compliance by the Service Provider with this Clause 27(a) then:

27(a) (i) the parties acknowledge that the Council shall be entitled to an injunction of an order for specific performance in order to obtain the required TUPE information; and

27(a) (ii) the Service Provider shall reimburse all expenses incurred by the Council in enforcing the Service Provider's compliance with this clause and for the avoidance of doubt this shall include the

cost of the Council Officer time.

- 27(b) At any time during the period of 9 (nine) months before the Expiry Date or in the event that this Contract is terminated in accordance with clauses 10 (Breach) or 13 (Extension & Termination) of this Contract within 28 days of giving or receiving notice of such termination or where the Contract is terminated forthwith the Service Provider shall on the written request of the Council collate whatever information is required for the purposes of the Transfer of Undertaking (Protection of Employment) Regulations 1981 as amended and the Acquired Rights Directive 1977 (the "TUPE Information") which may include but shall not be limited to:-
- 27(b)(i) the number of Staff including supervisory and administrative Staff employed by the Service Provider and any Subcontractor employed in the Service
- 27(b)(ii) the terms and conditions of employment of those Staff and
- 27(b)(iii) any information relating to those Staff as properly may be required by the Council under this clause
- 27(c) In the event that the Council commences procedures for inviting tenders to provide the Service the Service Provider shall make the TUPE information available on request to any person who wishes to submit a tender (a "Tenderer") provided that such Tenderer shall undertake to use the TUPE Information for the purposes of submitting a tender to the Council and for no other purposes
- 27(d) Throughout the period specified in paragraph 27(b) the Service Provider shall maintain and amend the TUPE information to the extent necessary to ensure that it is completely accurate and up to date and in the event that such amendments are made the Service Provider shall inform any person to whom it has made the TUPE information available in accordance with this clause of the nature extent and content of those amendments and the reasons why they have been made
- 27(e) The Service Provider shall if requested by the Council provide the same information relating to employees or its contractors Subcontractors and agents where relevant to the provision of the Service and shall use its reasonable endeavours to procure co-operation from such Subcontractors
- 27(f) In the event that there is a transfer of employees pursuant to TUPE the Service Provider shall co-operate and where relevant use its reasonable endeavours to procure the co-operation of its Subcontractors and agents in the orderly transfer of any relevant personnel

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

## 28 RESTRICTION ON EMPLOYMENT

- 28(a) Section 21 of the Immigration Asylum and Nationality Act 2006 ("the Act") provides that an employer commits an offence if he employs a person subject to immigration control who has attained the age of 16, if the employee has not been granted leave to enter, or remain in, the United Kingdom, or if his leave is not valid and subsisting or is subject to a condition precluding him from taking up employment.
- 28(b) The Service Provider warrants that it has fully complied with its obligations under the Act with regard to checks on its Staff being provided under this Contract and in so doing has taken account of the requirements of the Act and of the requirements of the Immigration (Restriction on Employment)

Order 2007 “the Order” or in any future statutory re-enactment or modification thereof.

- 28(c) In complying with the requirements of the Act and with the Order the Service Provider confirms that it has not infringed any equal opportunity legislation in particular the Equalities Act 2010 with regard to the appearance or perceived nationality of their Staff.
- 28(d) Notwithstanding the above the Service Provider agrees to indemnify the Council for any expense liability loss claim or proceedings whatever arising due to the Service Provider’s failure to comply with the requirements of the Act and the Order where a court or tribunal may subsequently find in law that the Service Provider’s Staff provided under this Contract is an employee of the Council.

## 29 EQUALITIES

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

inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

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

### 30 CONFIDENTIAL INFORMATION

- 30(a) The Service Provider will keep confidential any information it becomes aware of by reason of the operation of this Contract and 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.
- 30(b) The Service Provider shall at all times keep confidential all information held or known in respect of its past or present Service Users
- 30 (c) Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:
- 30 (c) (i) treat the other Party's Confidential Information as confidential; and
- 30 (c) (ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent
- 30 (d) Clause 30(c) shall not apply to the extent that:
- 30(e)(i) such disclosure is a requirement of law placed upon the Party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
- 30(d)(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;
- 30(d)(ii) such information was obtained from a third party without obligation of confidentiality;
- 30(d)(iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
- 30(d)(v) it is independently developed without access to the other Party's Confidential Information.
- 30(e) The Service Provider may only disclose the Council's Confidential Information to the Service Provider's Staff who are directly involved in the provision of the Services and who need to know the information, and shall

ensure that such Service Provider's Staff are aware of and shall comply with these obligations as to confidentiality.

- 30 (f) 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.
- 30(g) The Service Provider shall ensure that its employees and agents are aware of and comply with Clause 30 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
- 30(h) The Service Provider shall ensure that its employees and agents are aware of and comply with paragraphs 5.4 and 5.5 of 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
- 30(i) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
- 30(i)(i) only use the Confidential Information for the purposes of this Contract
  - 30(i)(ii) not disclose any of the Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse
  - 30(i)(iii) not use the Confidential Information for the solicitation of business from the Council
- 30 (j) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
- 30(j)(i) to any consultant, contractor or other person engaged by the Council;
  - 30(j)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
- 30 (k) 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.
- 30(l) The provisions of this Clause shall survive the expiration or termination of this Agreement.

31 EMERGENCY PLANNING

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

### 32 PUBLIC INTEREST DISCLOSURE (WHISTLEBLOWING)

The Service Provider will ensure that all Staff and agents are made aware of the Council's policy "Speaking up about Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request

### 33 NOTIFICATION

- 33(a) The Service Provider will inform the Care Manager immediately (normally the first working day) and confirm in writing within 3 working days using the form in Appendix 1 if any of the following occur:
- 33(a)(i) hospital admission of a Service User
  - 33(a)(ii) the death of a Service User receiving the Service
  - 33(a)(iii) a formal written complaint received from the Service User
  - 33(a)(iv) allegation of or actual abuse to a Service User
  - 33(a)(v) disappearance of a Service User
  - 33(a)(vi) any circumstances where a Service User has refused provision of the Service
  - 33(a)(vii) significant change to the physical or mental condition of the Service User
  - 33(a)(viii) major injury to a Service User as defined in the "Reporting of Injuries Diseases and Dangerous Occurrences" Regulations 1995
  - 33(a)(ix) allegation of or actual racial harassment or discriminate
  - 33(a)(x) any other serious issues causing concern about the well being of a Service User
- 33(b) The Service Provider will forward to the Contracts Manager a copy of inspection reports carried out by the Regulatory Body within 3 weeks of the final report being received by the Service Provider
- 33(c) If the Service Provider fails to notify the Council in accordance with 33(a) of:
- 33(c)(i) the Service Users death then the Council reserves the right to not pay the fee which may otherwise be paid for three days following death.

- 33(c)(ii) the Service Users admission to hospital then the Council reserves the right to reduce the retainer fee to 70% from the date that the Service User ceased to reside at the Home

#### 34 SUSPENSION OF THE REFERRAL OF SERVICE USERS TO THE HOME

- 34(a) Where the Home or the Service Provider:
  - 34(a)(i) is subject to a Protection of Vulnerable Adults (POVA) investigation in connection with an allegation of abuse or a crime or, is subject to an investigation by the Regulatory Body into apparent failure to comply with the requirements of registration or, consistently fails to meet the standards as detailed on this Contract;
  - 34(a)(ii) and the Council has reason to believe that the quality or nature of the Service provided falls short of that required under this Contract or any IPC the Council may suspend its purchasing arrangements under this Contract pending further investigation or satisfactory remedial action
  - 34(a)(iii) While suspension is in place the Council shall continue to pay for the Service provided to existing Service Users but shall be entitled to refuse to make new placements and the terms and conditions of this Contract shall continue to apply in relation to existing Service User
  - 34(a)(iv) Any suspension of purchasing by the Council shall be communicated to the Service Provider in writing in accordance with Clause 9 (Notices)
- 34(b) Without prejudice to the generality of the foregoing the Council reserves the right to suspend referrals to the Home where in the reasonable opinion of the Council:
  - 34 (b)(i) - there is any improper conduct on the part of the Service Provider or its Staff and this will be considered a breach of this Contract which may result in the suspension of referrals and or reduction / clawback of part of the Payment consistent with the reduction in Service. Improper conduct includes any action which the Council may reasonably consider to be detrimental to the welfare

of Service Users either by action or neglect including but not limited to:

34(b)(ii)(a) Fraud or theft from Service Users

34(b)(ii)(b) Neglect of Service Users

34(b)(ii)(c) Cruelty and assault to or upon Service Users including verbal and any other forms of psychological abuse

34(b)(ii)(d) Financial malpractice

34(b)(ii)(e) Sexual relationships between Staff and Service Users

34(b)(ii)(f) Racial and sexual harassment

34(b)(ii)(g) Loss of registration with the Regulatory Body

34(b)(ii)(h) Under investigation by the Council

34(b)(ii)(i) improper inducement

35 AGREEMENT STATUS AND TRANSPARENCY

35 (a) The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of the FOIA

35 (b) Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Council to publish this Contract in its entirety, including from time to time agreed changes to this Contract to the general public.

35 (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.

35 (d) The Service Provider shall assist and cooperate with the Council to enable the Council to publish this Contract.

36 COUNCIL DATA

36 (a) The Service Provider shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.

36(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
- 36 (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.
- 36 (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.
- 36 (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:
- a) Access to the system is restricted to Contractor Staff with a legitimate need to access the Council Data; and
  - b) The system is kept up to date with the latest versions of operating system and anti-virus updates; and
  - c) Transfer of data to and from the system is conducted in a secure manner.
- 36 (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:
- 36 (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
- 36 (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.
- 36 (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.
- 36 (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.

36 (i) Any cost arising out of the actions of the Parties taken in compliance with the provisions of sub-clause 36(h) above shall be borne by the Parties as follows:

36(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

36(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).

### 37 PROTECTION OF PERSONAL DATA

37 (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.

37 (b) The Service Provider shall:

37(b)(i) Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Council to the Service Provider during the term of this Contract);

37(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;

37(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;

37(b)(iv) take reasonable steps to ensure the reliability of any Service Provider Staff who have access to the Personal Data;

37(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;

37(b)(vi) ensure that all Service Provider Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause;

37(b)(vii) ensure that no Service Provider Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;

37(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;

37(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); and
- d) providing the Council with any information requested by the Council;

37(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;

37(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); and

37(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

37(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.

37(d) The Service Provider shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

### 38 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

38 (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:

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

38(a)(ii) to review the Service Provider's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

38 (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.

38 (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:

38(c) (i) all information requested by the Council within the permitted scope of the audit;

38(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;

38(c)(iii) access to Service Provider's Staff

38 (d) The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider

performance of the Services.

- 38 (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.
- 38 (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.
- 38 (g) This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Contract which may be conducted as specified in this Contract.

### 39 SAFEGUARDING

39(a) The Service Provider must fulfil its commitment to safeguard and promote the welfare of vulnerable adults and shall have the following in place:

39(a)(i) Clear priorities for safeguarding and protecting vulnerable adults explicitly stated in strategic policy documents;

39(a)(ii) A clear commitment by senior management of the organisation to the importance of safeguarding and protecting vulnerable adults

39(a)(iii) A clear line of accountability within the organisation for overseeing safeguarding and protecting vulnerable adults and that roles and accountability for taking action and reporting internally and in accordance with the Council's Multi Agency Adult Protection Policy and Procedure is properly defined and understood by those involved.

39(a)(iv) Recruitment and human resources management procedures take account of the need to safeguard and protect vulnerable adults including safe recruitment policies and practices and enhanced Criminal Record Bureau (CRB) checks for all Staff including agency staff students and volunteers working with vulnerable adults

39(a)(v) Procedures for instigating the Council's Multi Agency Adult Protection Policy in accordance with Schedule 2 paragraph 3 and for dealing with allegations of abuse against members of Staff and volunteers

39(a)(vi) Arrangements to ensure that all Staff receive supervision and undertake training in respect of safeguarding specifically POVA training in order to equip them to carry out their safeguarding responsibilities effectively. Refresher training must be provided at regular intervals and all Staff including temporary Staff and volunteers who work with vulnerable adults must be made aware of the organisations arrangements for protecting vulnerable adults

39(a)(vii) Policies to safeguard and protect vulnerable adults and

procedures that are in accordance with the Council's Multi Agency Protection Policy

39(a)(viii) Arrangements to work effectively with other organisations involved in the delivery of services to vulnerable adults in order to protect vulnerable adults including arrangements for sharing information.

39(a)(ix) A culture of listening to and engaging in dialogue with vulnerable adults and seeking their views and taking account of those views both in individual decisions and the establishment or development of services and

39(a)(x) Ensuring appropriate whistle blowing procedures are in place and there is a culture that enables issues about safeguarding and protecting vulnerable adults to be raised. A copy of the Council's Speaking Up About Wrongdoing Policy can be found on the Council's website at [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

39(b) The Service Provider shall ensure that all policies required by the Council are implemented in respect of the Services.

#### 40 DEPRIVATION OF LIBERTY SAFEGUARDS

40(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 Manager of the Home is the managing authority for the purposes of the Mental Capacity Act: Deprivation of Liberty Safeguards (DOLS).

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

#### 41 ENTIRE AGREEMENT

41(a) This Contract including the Specification and the Individual Placement Contract and the Assessment of Needs shall form the entire agreement between the Parties and supersedes any previous agreements, arrangements, undertakings or proposals oral or written

### **THE SPECIFICATION**

#### **SCHEDULE 1**

#### **THE SERVICE: RESIDENTIAL**

#### **1.0 DESCRIPTION OF THE SERVICE**

1.0 The Home is a residential home and provides care and support to Service Users with a learning disability.

1.1 The needs of Service Users may include:

- Autism and Asperger syndrome
- mental impairment
- challenging behaviour
- visual impairment
- personal care support
- written and verbal communication needs
- physical disability

1.2 The Service will support the Service Users to develop independence skills as far as possible acknowledging that learning is a lifelong process.

1.3 Where appropriate the Service will support and enable the Service User with:

- 1 household and budgetary management
- 2 cleaning
- 3 shopping for food and clothes
- 4 social and community activities
- 5 educational activities
- 6 maintaining and developing family and friendship ties
- 7 could also include in this list support to undertake paid employment

1.4 The Service Provider will need:

- 1 A working understanding of autism and Asperger syndrome
- 2 to develop and implement strategies to reduce challenging behaviour
- 3 to develop and implement strategies for coping with obsessive and ritualistic routines
- 4 to develop strategies for improving communication
- 5 to develop and implement a framework to promote person centred planning and opportunities for social, leisure and vocational activity within the local

community

- 1.5 Continued review and evaluation of interventions implemented may include:
- 1 reactive management strategies
  - 2 preventive strategies
  - 3 positive programmes to develop alternative behaviour
  - 4 direct treatment strategies in accordance with those agreed with Council  
e.g. MAPPA and the Service Provider will be required to agree interventions adopted with the Council

## **2.0 SERVICE PROVISION**

- 2.1 The following are the principles that apply to the Service at the Home:
- 2.1.1 it provides a warm caring environment that stimulates and supports people with learning disabilities.
  - 2.1.2 it endeavours to improve the Service User's quality of life by exploiting day to day living experiences in a positive and meaningful way.
    - it seeks to ensure that each Service User is able to achieve as much independence as possible and builds on strengths and skills, through experience enabling the Service User and encouraging his or her participation in community resources.
  - 2.1.3 it provides a Service where practices are innovative, non-oppressive and non-discriminatory.
- 2.2 The Service Provider will ensure that the Service is provided in as near as normal domestic setting where Service Users can be supported in their daily lives (taking into account any condition, illness and or disability) whilst being enabled to access non-segregated community resources whenever appropriate.
- 2.3 The Service is twenty four hours per day, seven days per week, and 52 weeks per year including bank holidays.
- 2.4 The staffing levels will:
- 2.4.1 be appropriate to the needs of the Service Users' Individual Care Plans

as negotiated between the Service Provider and the Council.

- 2.4.2 comply with any minimum staffing levels that may in future be imposed by the Regulatory Body.
- 2.5 In accordance with Clause 5 (Payment Review) the payments may be reviewed if staffing levels are revised to meet the assessment of needs of a Service User.
- 2.6 The Service Provider will ensure that the Service is matched as near as possible to the requirements of each individual Service User in order that he or she may live a fulfilling and meaningful life.
- 2.7 The Service Provider will ensure that the Service offers choice and independence incorporated into everyday living experiences where the individual is supported with dignity and respect at all times.
- 2.8 The Service Provider will ensure that the Service is delivered in the belief that Service Users have the right to experience social relationships and achieve status in the community.
- 2.9 The Service Provider will ensure that, whenever appropriate the Service User will be involved in decision making related to all issues that may directly or indirectly affect them.
- 2.10 The Service Provider will be required to ensure that the Service Users have access to independent advocates

### **3.0 ASSESSMENT AND REFERRAL TO THE SERVICE**

- 3.1 Assessment and referral to the Service will be undertaken between the Council's Assessment and Care Management Team and the Service Provider.
- 3.2 Where possible and whenever appropriate the involvement and wishes of the Service User and their family carers will be taken into account.
- 3.3 It is recognised that pre-placement assessment is a collaborative process and will include a multi-disciplinary approach in consultation with next of kin and any other party important to the Service User.
- 3.4 The Service Provider will operate an admissions procedure that will allow for prospective Service Users to visit the Home prior to admission and undertake trial visits including overnight stays.

- 3.5 The Service Provider will work in collaboration with the Council's Care Management and Assessment team to support Service Users through any crisis and provide a pro-active management plan.
- 3.6 The assessment process will take into account the compatibility of the prospective Service User with that of Service Users and others already in residence.
- 3.7 Support Staff will be closely involved and their recommendations will be taken into account.
- 3.8 In providing the Service the Service Provider undertakes to explore and implement appropriate and responsive Individual Care Plans in agreement with the Council's Adults with Care Management and Assessment team which will meet the Service User's individual spiritual, physical, educational, psychosocial and emotional needs.

#### **4.0 REVIEW OF SERVICE TO AN INDIVIDUAL SERVICE USER**

- 4.1 Formal reviews will usually be held after three months initially and thereafter every six months.
- 4.2 The review process will involve the Service User where appropriate and all other relevant professionals and representatives.

#### **5.0 RIGHTS OF SERVICE USERS**

- 5.1 Service Users have the right to:-
- 5.1.1 Be treated as an individual with unique needs.
  - 5.1.2 Be encouraged to have personal independence and choice.
  - 5.1.3 Have personal dignity respected.
  - 5.1.4 Have their cultural social religious and emotional needs respected.
  - 5.1.5 Have access to all personal information held on them by the Service Provider.
  - 5.1.6 Participate in formulating their own Assessment of Needs.
  - 5.1.7 Participate in any reviews or re-assessment of their needs.
  - 5.1.8 Receive a non-discriminatory service.

- 5.1.9 Receive assistance to maintain and develop personal skills.
- 5.1.10 Have access to representation and advice and to advocates as appropriate.
- 5.1.11 Have access to a formal complaints procedure.
- 5.1.12 Maintain their entitlements associated with citizenship.
- 5.1.13 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 advocate if necessary without fear of reprisal
- 5.1.14 To be left alone or undisturbed and free from intrusion or public attention in their affairs to be aware of and have access to their personal records including medical records and the procedures for maintaining confidentiality have private access to a telephone and to receive visitors in private
- 5.1.15 To be supported to access health care as required and an annual health check

## 5.2 **Dignity**

The Service Provider will recognise the intrinsic value of Service Users as people regardless of circumstances by respecting their uniqueness and their personal needs including the right to decide how they wish to be addressed. 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.

## 5.3 **Independence**

- 5.3.1 Service Users 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 any legislation.
- 5.3.2 The Service Provider must ensure that 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.

- 5.3.3 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. The Service Provider will raise Staff awareness and provide support and training to Staff when they are dealing directly with issues of sexuality with Service Users.

#### 5.4 **Choice**

- 5.4.1 The Service Users will have the opportunity to make their own choices in respect of their care where appropriate. Service Users have the right to access services provided flexibly for their benefit in the least restrictive way possible.
- 5.4.2 Where appropriate Service Users should be free to administer their own medication in accordance with guidelines issued by the Regulatory Body from time to time.

#### 5.5 **Fulfilment**

- 5.5.1 Service Users have the right to realise their personal aspirations and abilities in all aspects of daily life and should be encouraged and enabled to maintain links with family, friends, carers and communities and enter into activities and relationships in the wider community.
- 5.5.2 The Service Provider should ensure that the Service User's cultural emotional spiritual and sexual needs are met with understanding and support as necessary.

#### 5.6 **Security**

- 5.6.1 Service Users have the right to an environment and a Service which affords them protection and security.
- 5.6.2 During holiday periods or 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.

#### 5.7 **Accommodation and Facilities**

- 5.7.1 The accommodation should be a single room or as agreed with the Service Provider and appropriately furnished. Service User's views on

how their rooms should be decorated furnished and managed should be encouraged and respected.

- 5.7.2 There will be full bathing washing and toilet facilities.
- 5.7.3 The Home will be fitted with all necessary and appropriate furnishings
- 5.7.4 Domestic services such as regular cleaning of Service User's rooms and bed making will be carried out daily. Service Users should be encouraged to dust and tidy rooms where possible.
- 5.7.5 Linen and bedding should be provided for each Service User. Service Users should have access to a constant supply of clean towels and flannels for their individual use.
- 5.7.6 Service Users will have access to television radio newspapers and private access to a telephone

## 5.8 **Meals and Beverages**

- 5.8.1 Food meals snacks and non-alcoholic beverages are inclusive in the Payment and will include breakfast lunch tea and supper with snacks and drinks available where appropriate on request.
- 5.8.2 The Service Provider should ensure there is a healthy balanced menu offered which reflects the views and preferences of the Service Users which could include special diets vegetarian meals and those reflecting a cultural preference.
- 5.8.3 Service Users should be encouraged to prepare drinks and snacks for themselves where appropriate.

## 5.9 **Personal Care**

- 5.9.1 Personal care should be of a high standard. It should be offered to a level the Service User considers acceptable and as defined in the Assessment of Needs. This may include assistance with:
  - Dressing.
  - Washing (including hair).
  - Bathing.
  - Oral Hygiene.
  - Toileting (including the management of catheters and the provision and changing of incontinence pads and menstruation management).

- Shaving.
- Nail care to hands and feet
- Eating.

5.9.2 Basic toiletry provision (shampoo conditioner soap toothpaste) and minor repairs to clothing are inclusive in the Payment. Additional charges to the Service User may be levied for e.g. hairdressing, dry cleaning, non-basic toiletries and may be met by way of Service User's personal allowances.

5.9.3 Personal Care should include access to incontinence services and aids provided by other agencies.

## 5.10 **Health Care**

5.10.1 Service Users will be allowed to be registered with a GP of their own choice.

5.10.2 There will be the opportunity for regular appointments with a GP and appointments to check eye, teeth and hearing needs. Service Users should be encouraged to keep all such appointments And access an annual health check

5.10.3 The Service Provider should ensure that if the Service User wishes they are accompanied to these appointments by the Service Provider or a family member or friend.

5.10.4 Where the practice of self-administration of medicines is established or forms part of a planned preparation of a Service Users 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 Regulatory Body from time to time

5.10.5 The Service Provider is responsible for the collection and dispensation of prescribed drugs and medicines in accordance with the Individual Care Plan.

## 5.11 **Social Care**

5.11.1 Service Users should be encouraged to follow where possible their chosen life style which should include leisure and social pursuits. Service Users should have the opportunity to meet their spiritual needs.

5.11.2 Service Users should 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.

- 5.11.3 Service Users should be encouraged to go on shopping trips to purchase personal items.
- 5.11.4 Service User's visitors should be welcome at all reasonable times. There should be access to facilities for Service Users and visitors to have access to or make drinks.
- 5.11.5 The Service Provider should make arrangements for transport and escort as necessary to enable the Service User to access health and social care services shops and social activities.
- 5.11.6 Access to the provision of aids and equipment which may enhance the quality of life of the Service User

## 5.12 Privacy

Service Users have the right to be left alone or undisturbed and free from intrusion or public attention in their affairs to be aware of and have access to their personal records including medical records and the procedures for maintaining confidentiality have private access to a telephone and to receive visitors in private.

## **6.0 THE SERVICE PROVIDER'S INDIVIDUAL CARE PLAN**

- 6.1 The Service Provider will produce an Individual Care Plan related to the Assessment of Needs which will describe the specific care objectives and Service arrangements including written risk assessments and will take into account the Service User's physical emotional social cultural and intellectual needs This will be discussed with the Service User or the Service User's representative where appropriate.
- 6.2 The Service Provider shall keep the Care Manager informed of any change of circumstances that are pertinent to the Service User's Individual Care Plan.

## **7.0 EQUAL OPPORTUNITIES**

- 7.1 The Service Provider must ensure that the Service User is not excluded from involvement in the Home community facilities or any activity due to age gender disability or race and must ensure that the Council's general duty under the Race Relations (Amendment) Act 2000 is met in respect of all Service Users and Staff.
- 7.2 Special requirements of Service Users from ethnic religious or cultural groups 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.

- 7.3 The spiritual and cultural needs of Service Users must be provided for and the Service Provider must ensure Service Users are in contact with an appropriate representative of the religion of their choice if requested. This should include participation by the Service User in religious and cultural festivals as appropriate.
- 7.4 Service Providers will ensure compliance with any special customs and services associated with the death of a Service User.
- 7.5 The Service Provider will take all steps to protect the Service User from sexual or racial harassment.

## **8. TRANSFER OF SERVICE USERS**

- 8.1 Where the Service User is absent from the Home overnight for any reason the Service Provider must inform the Care Manager as per clause 33 (Notification).
- 8.2 Allocation of a room to a Service User implies exclusive use of that room until such time as the IPC is terminated and would normally be for the life time of that Service User. If a Service User requests a change of room the Service Provider must notify the Care Manager.
- 8.3 In the event of redecoration the Service Provider reserves the right to move the Service User on a temporary basis to facilitate the completion of the work.
- 8.4 The Service Provider may move a Service User to an alternative room with the agreement of the Care Manager if the needs and requirements of the Service User change.

## **9.0 RISK MANAGEMENT**

- 9.1 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 family or Care Manager.
- 9.2 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.
- 9.3 This policy should be communicated to all Staff Service Users and their family and Care Manager

## **10.0 CHALLENGING BEHAVIOUR**

- 10.1 Where the Service Provider is concerned that a Service User's behaviour is adversely affecting the health safety comfort and quality of life of other Service Users the Service Provider must bring the matter to the attention of the Care Manager and both parties will take immediate action with the Service Provider to resolve the situation as soon as possible and may:
- 10.1.1 Discuss the matter with the Service User
  - 10.1.2 Discreetly, sensitively and with regard to confidentiality gauge the response of those affected by the behaviour
  - 10.1.3 Discuss the matter with the Service User's family if appropriate
  - 10.1.4 Involve other specialist professionals
- 10.2 The Service Provider will work to the Council's Management of Actual and Potential Aggression Policy
- 10.3 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.

## **11.0 OUTCOMES OF THE SERVICE**

- 11.1 To provide the Service User with a permanent place of residence in accordance with the assessment of needs.
- 11.2 The encouragement of the Service User's independence through therapeutic approaches and the utilization of his or her practical skills.
- 11.3 The enabling of Service User choice in relation to the day to day routine of the Home and in choice of food and personal control of money.
- 11.4 The recognition of the symptoms of institutionalisation within Service Users and implementing strategies to build on his or her self-esteem and self-determination.
- 11.5 A full and on-going assessment of social, educational, physical, spiritual and emotional needs of the Service User, working in collaboration with other relevant agencies to achieve best outcomes.
- 11.6 An immediate response to changing needs of the Service User through the

provision of an ongoing and immediate review system.

- 11.7 The implementation of coping strategies, assessment and intervention during difficulties through the provision of 24 hour supervision which will provide mechanisms for on-going surveillance and monitoring of the Service User.
- 11.8 The reporting of any significant changes in a Service User's psychosocial and emotional well-being to relevant professionals and every effort made to achieve a positive outcome.
- 11.9 Full and accurate recording of events including all phenomena in order that evaluative processes may be fully exploited.

## **12.0 INFORMATION FOR SERVICE USERS**

- 12.1 A written statement or brochure, in easy read, must be given and explained to Service Users when they take up residence at a Home and this should include the following information: details of the Service, the philosophy and operation of the Service
- a statement about how the Service User can complain. This should include details of who will deal with the complaint and the time limit within which a response will be made.
  - a statement concerning the Service Provider's policy on equal opportunities/non-discrimination.
  - a statement concerning confidentiality and when confidentiality will be breached.
  - the right of the Service User to have access to any personal information held on them by the Service Provider.
  - tenancy conditions

## **13.0 SENSORY AND MOBILITY LOSS AND IMPAIRMENT**

- 13.1 Staff must 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 User a referral may be made for medical advice or treatment.
- 13.2 The Service Provider will ensure that prescribed aids and equipment are being obtained for the Service User without delay. The Service Provider will be aware

of and encourage the Service User to use any other aids and equipment which enhances the Service User's life (e.g. Talking Books magnifying glasses). The Service Provider will ensure that all aids and equipment will be kept clean and maintained in good working order and in accord with manufacturing instructions. Under no circumstances will defective equipment aids be used. The Service Provider will ensure that 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.

- 13.3 The Service Provider will ensure that Staff can communicate with Service Users with sensory impairments.
- 13.4 The Service Provider will ensure that Staff are trained in the skills required for assisting Service Users who have impaired mobility and the Service Provider will endeavour to promote the independence of the Service User wherever possible.
- 13.5 The Service Provider will ensure Staff are aware of the social isolation which may arise from sensory impairment and physical mobility and will seek ways of addressing such isolation in consultation with the Service User.

## **SCHEDULE 2**

### **SERVICE STANDARDS**

#### **1.0 GUIDING PRINCIPLES**

- 1.1 The parties will seek to provide a Service that:
  - 1.1.1 encourages Service Users to make decisions about their own lives.
  - 1.1.2 acknowledges and seeks to address and avoid the ways in which people with learning disabilities 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 dignity, privacy and individuality of all Service Users are respected.
  - 1.1.5 respects the cultural, social, religious and emotional needs of

Service Users.

1.1.6 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 User's mental and physical welfare with their managers and other professionals involved in the Service User's support fosters independence and enables Service Users to reach their full potential

1.1.7 provides appropriate protection to Service Users whose level of vulnerability is prone to fluctuation and particularly in circumstances where this vulnerability may compromise the security of their tenancy.

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 Service 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 a Regulatory Body.

1.4 The Service Provider is directed towards the Government White Paper "Valuing People" and Schedule 7 Rights Charter which mirrors many of the aims and objectives in the Service Specification.

## **2.0 COMPLAINTS**

2.1 The Service Provider will operate a complaints procedure which will comply with basic principles of effective complaints systems such as being:

2.1.1 easy to access and understand

2.1.2 speedy – with fixed time limits for action and keeping people informed of progress.

2.1.3 confidential to protect Staff and the complainant

2.1.4 informative – providing information to management so that services can be improved

2.1.5 fair – with a full procedure for investigations

- 2.1.6 effective – dealing with all points raised and providing suitable remedies
- 2.1.7 regularly monitored and audited – to make sure that it is effective and improved
- 2.2 Where the Service Provider is subject to regulations concerning the content or form of the complaints procedure compliance the Service Provider shall comply with any and all such rules or instructions of the Regulatory Body
- 2.3 The Service Provider shall ensure that:
- 2.3.1 under no circumstances is a complaint investigated by a member of Staff who may be part of the complaint. The Service Provider will ensure that someone who is independent of the matter complained of carries out the investigation
- 2.3.2 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Service Provider's investigations
- 2.3.3 it responds to the complainant within a maximum of 20 days of receiving the complaint
- 2.4 Each party shall make its complaints procedure available to the other party on request
- 2.5 The Service Provider shall ensure that all Staff are made aware of the procedure referred to under 2.3 above and shall designate one employee to act as a complaints manager to whom a complaint may be referred should the complainant not be satisfied with the initial response to his complaint
- 2.6 The Service Provider shall keep accurate and complete written records of all complaints received with any actions taken and the responses to them and shall make such records available to the Council upon request.
- 2.7 Where the Council is investigating a complaint by a Service User the Service Provider is required to participate in all complaint investigations within the timescales requested by the Council.
- 2.8 Any complaint regarding possible physical, psychological, financial, sexual or discriminatory abuse or neglect should be reported immediately to the Care

Manager by telephone and confirmed in writing as soon as reasonably practical but no later than five working days

- 2.9 Where a complaint is made against a member of the Staff this shall be investigated in accordance with the documented complaints procedure of the Service Provider. The Councils Multi Agency Adult Protection Policies and Procedures should be followed and strictly adhered to in any case of actual or suspected abuse

### **3.0 ADMINISTRATION**

- 3.1 The Service Provider will provide information to the Council as requested from time to time to meet Government and Local Government requirements. The Service Provider must ensure that the home manager has regular access to a secure email in order to receive and send information.

Routine information required:

- 3.1.1 Copy of the Insurances and schedules as soon as they expire
- 3.1.2 Notify the Council in writing when the Manager of the home leaves the Service as soon as the Service Provider has this information.
- 3.1.3 Return of Council's themed inspection as and when required.

### **4.0 FINANCE AND ALLOWANCES**

- 4.1 The Service Provider must ensure that when collecting State benefit entitlement on behalf of a Service User either
- the Service User receives the Personal Allowance or
  - proper arrangements have been made in agreement with the Service User or their nominated representative for the safe-keeping of such Personal Allowance or
  - 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
- 4.2 All transactions and personal accounts for Service User's should be recorded separately and held in a day book which shall be made available for

inspection by the Council.

- 4.3 The Service Provider will ensure that the Service User's Personal Allowance is not used for the purchase of or contribution towards any part of the Service required to be provided under this Pre-placement Contract and that the Service User's Personal Allowance is available to the Service User to spend as they choose.
- 4.4 Service Users should be free to take responsibility for their Personal Allowances and manage their own finances if able to do so. Any additional charges should be clarified and agreed with the Care Manager when admission is being considered. No additional charges should be made to the Service User or their relatives without prior agreement from the Care Manager.

## **5.0 RECORD KEEPING AND CONFIDENTIALITY**

- 5.1 The Service Provider's facilities for storing records such as filing cabinets must be lockable and in a secure environment. Evidence must be available that any statutory requirements relating to the premises have been complied with.
- 5.2 The following information should be recorded in respect of each Service User:
- 5.2.1 name, address, date of birth
  - 5.2.2 gender, ethnic origin and significant, relevant items of personal/medical history and critical incidents
  - 5.2.3 next of kin - name, address and telephone number
  - 5.2.4 GP - name, address and telephone number
  - 5.2.5 date of referral, Service commencement and termination
  - 5.2.6 current Care Plan details
  - 5.2.7 current risk assessment
  - 5.2.8 personal accounts
- 5.3 A register of Staff must be maintained which should include the following information
- 5.3.1 name, address and telephone number
  - 5.3.2 position held and hours worked

- 5.3.3 next of kin - name, address and telephone number
  - 5.3.4 GP - name, address and telephone number
  - 5.3.5 Date of issue of identification and retrieval if appropriate
  - 5.3.6 Recruitment details including references, evidence of CRB disclosure and interview
  - 5.3.7 Induction and training records
  - 5.3.8 Copies of training certificates and qualifications
- 5.4 The Service Provider will ensure that each member of Staff is made aware that their files may be inspected by Officers of the Council for the purpose of monitoring.
- 5.5 In accordance with Caldicott recommendations and confidentiality requirements the Service Provider will ensure that:
- 5.5.1 Service Users are able to find out how the Service Provider deals with confidential and sensitive information about them and should be given a leaflet (or other communication relevant to their level of understanding) that clearly explains what information is kept on them and how they can access this.
  - 5.5.2 Service Users and Staff have access to their personal records in private and as quickly as possible if requested and no later than 21 days whilst considering the interest of any third party information which can only be given with the third party's permission.
  - 5.5.3 when the Service User has examined the records they are signed and dated by a member of Staff to show they have been examined and by the Service User when possible.
  - 5.5.4 Staff are required to sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request.
  - 5.5.5 It has a policy document that details Staff Code of Conduct in relation to confidentiality. This document must be shared with and understood by Staff used to provide the Service and

regularly updated.

- 5.5.6 Staff induction contains training on confidentiality procedures. Staff files should evidence the date and nature of the induction on confidentiality that was given to new Staff.
- 5.5.7 confidential and security training needs should be assessed on an ongoing basis taking into account the role of each member of Staff used to provide the Service and this should be done annually
- 5.5.8 Staff contracts explicitly mention confidentiality and disclosure issues  
the flows of Service User information are reviewed
- 5.5.9 information collections have a named owner (member of Staff) who is responsible for protecting access
- 5.5.10 confidential information on Service Users is safeguarded so that unauthorised people do not gain access to it.
- 5.5.11 protocols governing the sharing of Service User information with other organisations is agreed and understood
- 5.5.12 a named individual is appointed who will have responsibility for data security
- 5.5.13 it has a programme to review typical risks regarding Service Users identifiable information
- 5.5.14 incidents involving security breaches are anticipated and dealt with appropriately
- 5.5.15 security issues are monitored and reported
- 5.5.17 passwords are used to safeguard information held on computer regarding the Service
- 5.5.18 only authorised persons have access to information and only if they need it to carry out their roles.
- 5.5.19 if it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council

for clarification

## **6.0 POLICIES, PROCEDURES AND GUIDANCE**

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

- 6.1.1 Operational policies including recruitment, supervision and retention of Staff
- 6.1.2 Grievance and disciplinary procedures
- 6.1.3 Health and Safety Policy in line with the Health & Safety at Work Act 1974 and the Health & Safety at Work Regulations 1992 and any amendments thereof
- 6.1.4 Confidentiality, record keeping, security and access to records policy
- 6.1.5 Lone/out of hours working policy
- 6.1.6 Dealing with Violence, Aggression and Disruptive Behaviour in line with the Council's Management of Actual and Potential Aggression Policy
- 6.1.7 Staff training policy
- 6.1.8 Recording of incidents
- 6.1.9 Supporting Service Users who take prescribed and un-prescribed medication
- 6.1.10 Risk Management policy and procedure
- 6.1.11 Service User Rights and Responsibilities
- 6.1.12 Staff Code of Conduct and Responsibilities
- 6.1.13 Whistle blowing Policy
- 6.1.14 Equal Opportunities Policy

6.1.15 The Freedom of Information Act

6.1.16 The Council's Multi Agency Adult Protection Policy and Procedure

6.1.17 Fire Safety Policy

6.1.18 Missing Persons Policy

6.1.19 Smoking Policy

6.1.20 Infection Control Policy

6.1.21 Mental Capacity Act: Deprivation of Liberties Safeguard Policy and procedure

6.2 The Service Provider will ensure that all Staff have access to copies of all the policies and procedures listed above and that Staff sign to indicate that they have received read and understood each one and such documentation will be retained for management and inspection purposes.

## **7.0 STAFFING - Recruitment and Selection**

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

7.2 The Service Provider shall at all times during the period of this Contract engage sufficient Staff of sufficient ability skill knowledge training and experience for the proper performance of the Service and shall continuously supervise the performance of Staff and ensure that there is a sufficient reserve available to provide the Service at all times

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

- 7.4 The Service Provider shall provide a means of identification to all its Staff and shall require them to produce such identification on request
- 7.5 There must be a clear written job description and employee specification for all Staff
- 7.6 Job applications must be in writing and describe previous experience, training, full employment history since leaving school and explain the reason for leaving and any gaps in employment.
- 7.7 Candidates selected for possible appointment must be interviewed.
- 7.8 Two satisfactory written references must be obtained before employment commences, and the authenticity of the reference should be verified. One reference must be from the applicant's current or last employer, and should be obtained from a previous employer in the care sector where applicable. Provision must be made for references to be taken from all previous employers if required. References should ask reasons for leaving, whether the employer providing the reference would offer re-employment and whether any disciplinary investigations have been undertaken and why.
- 7.9 Applicants must make a written declaration of previous convictions and disqualifying conditions and provide information about any other name by which they have been known.
- 7.10 All Staff working with vulnerable adults must undergo a search by the Criminal Records Bureau (CRB). The Service Provider must follow guidance issued by the CRB as to the level of disclosure required for each Staff post and ensure that the Code of Practice of the CRB is strictly adhered to.
- 7.11 The identity of all Staff should be verified prior to employment using an official document.
- 7.12 The authenticity of qualifications should be checked prior to employment.
- 7.13 Staff should be provided with information about their conditions of employment.
- 7.14 All Staff make a written undertaking in respect of confidentiality.

- 7.15 In the event of agency Staff being used the Service Provider must ensure that the agency has carried out thorough checks including references and hold a valid certificate of clearance issued by CRB and that selection processes have been rigorous.
- 7.16 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.
- 7.17 Where any concerns have been raised about a potential member of Staff by a referee or through the CRB check and the person is nevertheless deemed to be suitable for support work appropriate and sufficient monitoring is undertaken by the Service Provider in respect of the concerns raised. The Service Provider must be able to demonstrate that such monitoring has been carried out.
- 7.18 Where an allegation of abuse occurs against a member of Staff the Service Provider the Council's Multi Agency Adult Protection Policy and Procedures must be followed forthwith.
- 7.19 Mental Capacity Act: Deprivation of Liberties Safeguard Policy and procedure

## **8.0 STAFFING - Qualifications & Experience**

- 8.1 It is essential that Managers should have a qualification in Social Care or Nursing and must have a minimum of 5 years' experience of social care. Managers must work towards or possess the Registered Managers (MCI) Level 4 award.
- 8.2 It is desirable that Deputy Managers have a qualification in Social Care or Nursing and essential that they have had 3 to 5 years' experience in Social Care. It is desirable that Deputy Managers have a qualification in Management if not they must work towards the achievement of MCI Level 4 or equivalent.
- 8.3 It is desirable that Senior Care Staff have a qualification in Social Care or Nursing and essential that they have had previous experience in Social Care. It is desirable that Senior Care Staff have a qualification in Management if not they must work towards the achievement of NVQ4 or equivalent.

- 8.4 Managers should provide evidence of the ability to manage Staff and systems effectively and to establish positive relationships with other professionals.
- 8.5 Care Staff must have previous relevant experience or training to enable them to provide the Service to the Service Users at the Home and should hold or work towards achieving an appropriate National Vocational Qualification Level 2 and/or the certificate in Community Health Care and/or Learning Disability Awards.
- 8.6 Staff must be able to demonstrate their ability to follow policies and procedures.
- 8.7 All Staff must be committed to meeting the needs of the Service Users and maximising their capacity for independence and self-determination.

## **9.0 STAFFING – Induction**

- 9.1 The Service Provider will provide a structured induction programme the standards of which will meet National Care Standards in every area and will cover as a minimum
- an introduction to the policies procedures and codes of conduct of the Service Provider which Staff will be expected to follow
  - an introduction to the “Principles of Care” and “Valuing People”
  - instruction in moving and handling
  - administration of medication including administration of stesolid if required
  - breakaway and restraint techniques in line with the Council’s Management of Actual and Potential Aggression Policy
  - familiarisation with the individual Service User Care Plans and risk assessments
  - Health and Safety
  - basic First Aid
  - non-aversive intervention
  - the Council’s Multi-Agency Protection Policy

- 9.2 New members of Staff who provide care directly and have no qualification will be required to show they have met the induction standards within the first six weeks of starting work
- 9.3 Staff will not be allowed to work unsupervised (out of sight of another appropriately trained member of Staff) until they have met the induction standards
- 9.4 Induction standards will lead to Foundation Standards followed by NVQ II
- 9.5 The Service Provider will provide Staff training opportunities both in- house and in conjunction with other agencies.

#### **10.0 STAFFING – Training**

- 10.1 An ongoing Programme of training which underpins knowledge for NVQ's and enables Staff to continually improve their performance should be available.
- 10.2 The manager should undertake regular appraisals of Staff performance and training needs. Targets should be set to ensure all Staff achieve an appropriate NVQ Level 3 Award.

#### **11.0 STAFFING – Supervision**

- 11.1 Supervision will take place between all Staff and their line manager in accordance with the requirements of the Regulatory Body and as a minimum on a two monthly basis and written records will be kept on the content and outcome of each meeting

#### **12.0 STAFFING – Use of Agency Staff and Volunteers**

- 12.1 The Service Provider may use volunteers and agency Staff to deliver some of the activities provided as part of the Service.
- 12.2 In all cases volunteers and agency Staff must be recruited in line with the Guidance of the Criminal Records Bureau and as a minimum must provide 2 references which must be taken up by the Service Provider prior to any voluntary or agency work being undertaken.
- 12.3 Volunteers and agency Staff must receive adequate training for any duties they are to undertake. In particular if volunteers or agency Staff are to be used in any instances for care duties they must receive and comply with the training and skills expected of care Staff.

- 12.4 Agency Staff may only be employed from an Agency accredited with Shropshire Council or registered with the National Care Standards Commission.
- 12.5 The Service Provider will ensure that all Staff know that:
- they are exempt from the Provisions of Rehabilitation of Offenders Act 1974
  - they must sign a declaration of all previous criminal convictions
  - it is a disciplinary offence to make a false declaration.
- 12.6 In circumstances where the Council has a concern in relation to a member of Staff a meeting will be arranged within 24 hours or within other such time as shall be agreed to discuss any action required to address the concerns of the Council.
- 12.7 Staff are employed in accordance with the code of conduct and practice set by the general social care council and all Staff must be given copies of the code by the Service Provider.
- 12.8 The Service Provider will keep current and accurate records of all Staff including training records. Such records will be available to the Council on request in accordance with the Data Protection Act 1998
- 12.9 The Service Provider will ensure that Staff are suitable and competent to perform the tasks required of them in accordance with the requirements of the Regulatory Body. The Service Provider will ensure that the minimum qualification and experience criteria of the Health and Social Care Act 2008 standard 31 are met and that Staff are suitably qualified and trained in accordance with TOPPS National Standards.

The Council has an approved list of training providers from which the Service Provider may wish to select. Any Provider using a training organisation which is not approved by the Council must if requested by the Council be able to demonstrate to the satisfaction of the Council that the training provided meets both National Minimum Standards and any additional requirements detailed in the Service Specification.

In addition the Service Provider will ensure that all Staff know that it is not acceptable for there to be a relationship between Staff and Service Users

either physical or financial and this should be seen as a disciplinary matter. This position also applies to any relationship between Staff and Service Users that could be perceived as being of an exploitative nature.

### **13.0 TRANSPORT**

- 13.1 Risk Assessments in respect of each Service User should be carried out in respect of transfers from the Home to day activities and Risk Assessments must be made available for inspection.
- 13.2 Staff must monitor the escort arrangements as required by each Individual Care Plan.
- 13.3 Vehicles used by Staff to transport the Service Users must have a current MOT certificate if over 3 years old and have adequate third party and passenger liability insurance.
- 13.4 Vehicles used to transport the Service Users should be regularly serviced and any concerns about road worthiness and safety reported to the Manager.
- 13.5 Any driver used by the Service Provider to transport the Service Users MUST:
- be authorised by management for inspection.
  - hold a current driving license suitable for the vehicle being driven.
  - make a declaration of any license endorsements or penalty points.
- 13.6 Staff may not use their cars for work purposes unless they have appropriate business class insurance.

### **14.0 HEALTH & SAFETY**

- 14.1 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.
- 14.2 Staff should be required to follow good practice in moving and handling and be provided with appropriate training and refresher training.
- 14.3 Records of all Health & Safety training, including refresher training must be kept and held locally.

- 14.4 A full written risk assessment should be undertaken on both the Service at the Home and in respect of each Service User when he/she is first admitted and when any changes to his/her care needs arise.
- 14.5 All accidents, incidents including violent incidents and 'near misses' at the Home and on trips involving Staff and Service Users outside the Home must be recorded. This record should include any steps taken to prevent a recurrence. Accidents must also be recorded in an Accident Book.
- 14.6 The Service Provider must adhere to the multi-agency policy for dealing with violence, aggression and challenging behaviour.

## **15.0 QUALITY ASSURANCE**

- 15.1 The Service Provider must be able to demonstrate to the Council that it has a commitment to the quality of the Service.
- 15.2 The Service Provider must have documented systems which enable it to:
- 15.2.1 check on whether it is delivering the Service in accordance with the Service Specification of each Schedule and their Outcomes and Outputs
  - 15.2.2 check whether it is doing this efficiently and effectively
  - 15.2.3 check on whether Staff are provided with safe systems of work
  - 15.2.4 check whether the Service is being delivered in a way which takes account of Service User's needs, preferences and satisfaction
  - 15.2.5 check to ensure that all records are up to date
  - 15.2.6 check whether Service Users the Council and other relevant agencies consider the quality of the Service can be improved
  - 15.2.7 provide information to the Council evidencing that the systems are in place and being used

## **16.0 MONITORING**

- 16.1 The Service Provider shall co-operate with the Council and shall comply with all reasonable requests from the Council to allow monitoring and evaluation of the effective provision of the Service by the Service Provider which shall include the recruitment and selection of Staff adherence to policies and

procedures statutory legislation and the Council's Multi Agency Adult Protection Policies and Procedure.

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

16.3 The Service will be monitored by the following:

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

16.3.2 The Service Provider and the Council ensuring that the parties meet at regularly agreed intervals and set an agenda to discuss:

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

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

16.3.3 The Service Provider demonstrating that the Service provided is in accordance with the standard of support as detailed in the Service

## Specification

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

### **HEALTHWATCH**

- 16.4 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.
- 16.5 The duty on the Service Provider to allow the Authorised Representative access in accordance with paragraph 16.4 above shall not apply where:
- 16.5.1 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;
- 16.5.2 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 Healthwatch and;
- b. whilst at the Home pursuant to paragraph 16.4 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;
- 16.5.3 access is requested to Excluded Premises;
- 16.5.4 the Authorised Representative wishes to observe the carrying-on of Excluded Activities;
- 16.5.5 the Authorised Representative requests to enter and view the Home or part of the Home for the purpose of observing the carrying-on of Excluded Activities;
- 16.5.6 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;

- 16.5.7 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
- 16.5.8 the Authorised Representative does not provide the Service Provider with written evidence that he or she is authorised by Healthwatch

#### **HEALTHWATCH REQUESTS FOR INFORMATION**

- 16.6 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:
- 16.6.1 where the information requested is held by the Service Provider and is not exempt information in accordance with paragraph 16.7 below, the Service Provider must provide the information to Healthwatch within 20 Working Days following the date of receipt of the request for information by the Service Provider;
- 16.6.2 where the Service Provider holds the information and it is exempt information in accordance with paragraph 16.8 the Service Provider must:
- 16.6.3 a. if paragraph 16.8 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 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;
- 16.6.4 where the Service Provider does not hold the information, notify Healthwatch of this within 20 Working Days following the date of receipt of the request for information by the Service Provider;
- 16.7 For the purposes of paragraph 16.6 information is exempt if it is:

- 16.7.1 confidential and relates to a living individual, unless the individual consents to the information being disclosed;
  - 16.7.2 prohibited from disclosure by any enactment or order of court; or
  - 16.7.3 prohibited or restricted from disclosure by any rule of common law.
- 16.8 This paragraph shall apply where information requested under paragraph 16.6 is exempt by virtue of:
- 16.8.1 the application of sub-paragraph 16.7.1; or
  - 16.8.2 the application of sub-paragraph 16.7.2 or 16.7.3 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.

## **17. ACCESS TO SERVICE USER'S FILES**

- 17.1 The Service Provider will allow the Contracts Manager and Care Manager prompt access to any file information or record held by the Service Provider in respect of the Service User excluding nursing and medical records.

## **18. PROTECTION OF VULNERABLE ADULTS**

- 18.1 In cases of actual or suspected abuse to a Service User there must be strict adherence to the Council's Multi Agency Adult Protection Policy in order to protect the Service User and compliance with any investigation carried out by the Council.
- 18.2 The Service Provider is required to adhere to the Council's Multi Agency Adult Protection Policy.
- 18.3 Abuse includes physical psychological sexual neglect/acts of omission financial and discriminatory. The Service Provider will adopt the Council's Multi Agency Adult Protection Policy and communicate this to Staff.

The Service Provider will co-operate with the Council's policy on the reporting and investigating procedures of suspected or actual incidents of abuse. The Service Provider will always notify the Care Manager and the Regulatory Body of incidents of concern.

## **SCHEDULE 3**

### **RIGHTS CHARTER**

This Charter is designed to demonstrate that people with learning difficulties are of equal worth to any other human being and they have equal rights. The document is designed by people with learning difficulties for people with learning difficulties.

#### **THE INDIVIDUAL**

- Be treated as individuals and with respect, dignity and politeness.
- Choose how they wish to be addressed.
- Have the right to take reasonable risks.

#### **FINANCIAL**

- Manage their own finances or have regular reports if they choose to have their finances managed for them.

#### **CONFIDENTIALITY AND PRIVACY**

- The right to send and receive un-opened mail.
- The right to private phone calls.
- Confidentiality of personal records – these should be accessible only on a 'need to know' basis and should be shown to others only if written permission has been given.

#### **LEGAL**

- The same rights as any other person including free speech and the right to vote. Also other legal rights such as marriage, divorce and making a will.
- Equal rights and opportunities regardless of age, gender, ethnic origin, disability or religion.

#### **RELATIONSHIPS**

- Have the opportunity to develop close, intimate and loving relationships and receive the appropriate advice, support and sexual education. Others should not impose their own morals and sexual orientation.

## **HOUSING AND DAILY LIFE**

- Have the right to lead a life free from any form of abuse, coercion or manipulation (this includes continuous abuse from other people with learning difficulties). Restraint where necessary should use minimum force.
- Be housed in accommodation which is safe, clean, comfortable, warm and as like a normal home as possible (for example not overcrowded and institutionalised). If the accommodation is shared it should be shared by people who are happy to live together. Ideally people should have their own rooms and be able to furnish and decorate them to their own tastes. People's rooms should be acknowledged as their private space.
- Be able to invite friends round to visit.
- Have some choice of daily diet.
- If a residential establishment has a resident smoker a separate room should be provided for them to smoke in.

## **CHOICES AND COMPLAINTS**

- An independent advocate.
- Make complaints and be given guidance and support in making them. The complaints procedure should be clear and easily understood.
- Have a say in decisions that affect them.
- Access information which concerns them and the service provided for them – this information should be available in a format that they can understand (for example, in Plain English on audio tape). Personal information should be accurate and open to agreed changes to correct inaccuracies.
- Be provided with information about service options that are available to them. This information should be presented in an appropriate format (e.g. on tape, Braille).
- Be consulted about services they are provided with and be given choices
- regarding services (thereby having some control over their lives).
- Be given opportunities and choices in training and work and be given real leisure

choices.

- Have support available to help them accomplish choices they take.
- Be able to use ordinary facilities in the community.

### **HEALTH AND WELL BEING**

- Be consulted about medication and treatment (including consent to operations) and have benefits and side effects explained to them. Be given alternatives and consequences of not taking medication. Have choice in what is taken.
- If restraint is necessary for the well-being and safety of the person concerned or those around them if should use minimum force allowed within the law and policy guidelines.

SAMPLE

## NOTIFICATION TO SHROPSHIRE COUNCIL

(As required by Clause 33 of the Contract)

**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: _____
<p>3. NOTIFICATION regarding: (Please tick appropriate box and detail below)</p> <p><input type="checkbox"/> hospital admission of a Service User:..... Date:.....</p> <p><input type="checkbox"/> hospital Discharge of a Service User to the Service Provider:..... Date:.....</p> <p><input type="checkbox"/> the death of a Service User:..... Date:.....</p> <p><input type="checkbox"/> written complaints received from the Service User;</p> <p><input type="checkbox"/> allegation of or actual abuse to a Service User;</p> <p><input type="checkbox"/> serious accident to the Service User</p> <p><input type="checkbox"/> disappearance of the Service User</p> <p><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</p> <p><input type="checkbox"/> significant change to physical or mental condition of the Service User;</p> <p><input type="checkbox"/> major injury to a Service User as defined in the “Reporting of Injuries Diseases and Dangerous Occurrences” Regulations 1995;</p> <p><input type="checkbox"/> voluntary discharge by a Service User and/or their representative;</p> <p><input type="checkbox"/> holiday periods of the Service User;</p> <p><input type="checkbox"/> unplanned over-night absence even if the Service User subsequently returns</p> <p><input type="checkbox"/> allegation of or actual racial harassment abuse or discrimination</p> <p><input type="checkbox"/> the Service User being absent from the Home overnight for any reason</p> <p><input type="checkbox"/> any other issues causing concern about the well being of a Service User</p> <p>DETAILS:.....</p> <p>.....</p>	

**For SC Use: Notified Payments Team (if applicable) of above DATE on:** \_\_\_\_\_

**Action:** \_\_\_\_\_

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: Corporate Head of Legal and  
Democratic Services

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

Position: Legal Services Manager  
Places/People

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:.....



# **INSTRUCTIONS FOR TENDERING**

***EMC 002***  
***Block Contract for Residential Care***  
***Services for Adults with a Learning***  
***Disability***

## Shropshire Council Instructions for tendering

### Contract Description:

### **Block Contract for Residential Care Services for Adults with a Learning Disability**

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## 1.0 **Invitation to Tender**

- 1.1 You are invited to tender for the provision of **Residential Care Services for Adults with a Learning Disability** as detailed in the Tender Response Document. The contracts will be for an initial period of 3 years commencing around the **15<sup>th</sup> July 2013** with the option to extend up for a further two years to the **14<sup>th</sup> July 2018**.
- 1.2 Tenders are to be submitted in accordance with the Form of Contract and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a

tenderer to submit a tender or enter into a Contract or any other contractual agreement.

## **2.2 Terms and Conditions**

**2.1** Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

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

## **3.0 Preparation of Tenders**

### **3.1 Completing the Tender Response Document**

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

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

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

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

### **3.2 Tender Preparation and Costs**

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

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

- 3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.
- 3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
- 3.2.5** 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/she 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.
- 3.2.6** 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.
- 3.2.7** 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.

**3.4 Warranty**

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

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

**4.0 Tender Submission**

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 15<sup>th</sup> February 2013**. One hard copy and one CD copy of your Tender Response Document must be returned.

- 4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.
- 5.0 **Variant Bids**
- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender") . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.
- 6.0 **The Transfer of Undertakings (Protection of Employment) regulations 2006**
- 6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') may apply to this contract. Tenderers are advised to seek their own legal advice about the practicality of these

regulations and should reflect the financial implications of such a transfer in their tender submissions.

- 6.2** Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract are included. Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

## **7.0 Tender Evaluation**

- 7.1** The Tenderers may be called for interview on **18<sup>th</sup> and or 19<sup>th</sup> March 2013** to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

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

## **8.0 Clarifications**

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

- 8.2** Any queries arising in relation to this invitation to tender should be raised by email for the attention of [REDACTED] quoting the tender reference and title.

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

- 8.4** All queries should be raised as soon as possible by email, in any event not later than **Friday 8<sup>th</sup> February 2013**.

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

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

**9.0 Continuation of the Procurement Process**

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

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

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

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

**10.0 Confidentiality**

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

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

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

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

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

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

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

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

**10.5.1** this is done for the sole purpose of enabling an Invitation to Tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or

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

**10.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

**10.5.4** the Tenderer is legally required to make such a disclosure.

**10.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

## **11.0 Freedom of Information**

**11.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

**11.2** In certain circumstances, and in accordance with the Code of Practice issued

under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

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

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

**12.0** **Disqualification**

- 12.1** The Council reserves the right to reject or disqualify a Tenderer’s Tender submission where:
- 12.1.1** The tenderer fails to comply fully with the requirements of this Invitation to Tender or is in breach of **clause 11** of the Council’s Contract relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 12.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 12.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 12.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

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

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

**13.0** **E-Procurement**

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

**14.0** **Award of Contract**

**14.1** **Award Criteria**

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

**14.2** **Award Notice**

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the

outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

#### **14.3 Transparency of Expenditure**

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

#### **15.0 Value of Contract**

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

#### **16.0 Acceptance**

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

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

**16.3** The Tenderer shall be prepared to commence the provision of the services on the start date of the contract anticipated as being **Monday 15<sup>th</sup> July 2013**.

#### **17.0 Payment Terms**

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

#### **18.0 Liability of Council**

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

**19.0 Declaration**

We, as acknowledged by the signature of your authorised representative, accept these Instructions to Tender as creating a binding contract between yourself 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 .....

EMC002 Option 1: Two Homes priced as Two Individual Services		Provider Name:	
ANNUAL HOME COSTS	£	£	
Rent			Please refer to Appendix 2 as a guide to these costs by the current provider in the past. Rent-please refer also to Appendix 5
Electricity			
Gas			
Water			
Council Tax			
TV/radio and licences			
Meals / snacks for service users			
Transport			
Activities			
Furnishings – floor coverings/ furniture/ lighting/ window coverings/ bedding/ towels/ home ornamentation etc			
Internal Decoration			
Kitchen appliances/ equipment/ utensils/ accessories etc			
Garden maintenance			
General Maintenance(inc cleaning and window cleaning)			
Service Charge (e.g. waste disposal; PAT tests; Fire Equipment; Alarms; Legionella tests)			
Transport			
Other (please specify)			
<b>Sub- Total of Home Costs</b>			
ANNUAL MANAGEMENT AND ADMINISTRATION COSTS	£	£	
Management charge (to include Registration and Insurance Costs; Admin; Health and safety; Disclosures CRB)			
Training			
Stationary and office supplies			
Telephone and Internet			
Photocopying postage			
Other (please specify)			
<b>Sub-total of Management and Administration Costs</b>			

ANNUAL STAFFING COSTS	£	£
Please detail proposed staff structure- on a separate sheet- and		
• For each post the designation and salary cost (inclusive on costs)		
• Detail likely additional salary cost in relation to relief workers, overtime payments etc		
<b>Please note as TUPE may apply it is recognised that these figures could alter when full TUPE information is provided.</b> A list of staff currently employed by the service provider to provide the service exclusively at each home attached in Appendix 2.		
<b>Sub total of Staffing Costs</b>		
<b>Total Annual Costs for each home</b>		

Please copy these figures into **Section H** of the **Tender response document**

commercial info

**EMC002:** [REDACTED]

<b>ANNUAL HOME COSTS*</b>	<b>£</b>
Rent/Lease Costs	[REDACTED]
Electricity and Gas	[REDACTED]
Water	[REDACTED]
Council Tax	<b>To be confirmed</b>

\*These figures are a guide only and represent the payments by the current

please see heads of terms appendix 5

provider in the past

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

commercial & personal info

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

commercial & personal info

[REDACTED]

EMC002: Residents' Hours of Care and Support

Home: [REDACTED] Core Hours

Residents	Mornings	Afternoons/Evenings	Nights	Comments-Include additional hours
Resident A	6am – 9am 7am – 9am	9 am – 10pm (x 2 staff) 4 pm – 10pm	One member of staff sleeps on site between 10pm and 6am x 7 nights.	4 hours per 5 days Mon – Fri 1 – 1 support 5 extra 1 – 1 support on Tuesdays.  Resident C has 3 days at day service off site  Resident D has 1 -1 support every other Thursday. Incorporated into shift pattern
Resident B	2 staff on duty at all times 6am - 9am	2 staff on duty at all times		
Resident C		9am – 10pm		
Resident D		9am – 10pm		
		7 am – 9am		

EMC002: Residents' Hours of Care and Support

Home: [REDACTED] – Core Hours

Residents	Mornings	Afternoons/Evenings	Nights	Comments-Include additional hours
Resident A	7.30-3pm x 2 staff  10am/5pm x 2 staff  Minimum staff levels are 2	3pm-10pm x 2 staff   Minimum staff levels are 2	Shared Waking Night and Sleep-in every night	10 2-1 hours to access the community/learning activities
Resident B				
Resident C				
Resident D				
Resident E				

## EMC002: Sample Heads of Terms

for

**lease of Accommodation at** [REDACTED]

<b>1</b>	<b>Landlord</b>
	Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND
<b>2</b>	<b>Tenant</b>
	<i>Service Contract Provider</i>
<b>3</b>	<b>Premises</b>
	[REDACTED] [REDACTED]
<b>4</b>	<b>Lease Term</b>
	Three (3) years plus an option to extend for a further two (2) years
<b>5</b>	<b>Lease Commencement Date</b>
	At the start of the Service Contract
<b>6</b>	<b>Rent</b>
	[REDACTED] [REDACTED] The will be a rent review three (3) years after the commencement of the Service Contract.
<b>7</b>	<b>Use</b>
	This shall be limited to the aims and objectives set out in the Service Contract between the parties
<b>8</b>	<b>Maintenance and Repair</b>
	The tenant will:  Report to the Council any defects in the building  Keep the interior of the premises in good repair and condition and in particular to redecorate the interior of the premises in the last year of the term.  Replace with an equal standard from time to time those items set out in the inventory which subject to fair wear and tear excepted shall need replacement during the term of the

	agreement. All items replaced will become the and remain the property of the Council.
	<p>The Council will:</p> <p>Be responsible for the structural repair of the roof; walls and foundations of the premises.</p> <p>Keep in repair the structure and exterior (including drains; gutters and external pipes) of the premises.</p> <p>Keep in repair and proper working order the installations for the supply of water, gas and electricity and for sanitation including basins; sinks; baths; showers; and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity.</p> <p>Keep in repair and working order the installations for space and water heating.</p> <p>Provide an inventory of equipment and furnishings belonging to fixed or placed in or on the premises at the commencement of the lease.</p>
<b>9</b>	<b>Insurance</b>
	The tenant is to insure in accordance with a sum to be agreed with the Landlord with an insurer approved by the Landlord against third party liability and take out contents insurance and to produce a copy of the policy documents and insurance certificate upon demand by the Landlord.
<b>10</b>	<b>Assignment and Subletting</b>
	The tenant is not permitted to assign or sublet or share any part of the premises
<b>11</b>	<b>Alterations and Additions</b>
	The tenant will not be permitted to make any alterations or additions to the premises.
<b>12</b>	<b>Outgoings</b>
	The tenant to be responsible for the payment of all rates, taxes, assessments, duties charges, impositions and outgoings which are now or during the term shall be charged, assessed or imposed on the premises.
<b>13</b>	<b>Statutory Requirements</b>
	The tenant must not do anything which would or might constitute a breach of any statutory requirement affecting the premises or which might vitiate in whole or in any part any insurance effected in respect of the premises.
<b>14</b>	<b>Landlord and Tenant Act 1954</b>
	The lease to be taken outside the security of tenure provisions of the Landlord and Tenant Act 1954.

<b>15</b>	<b>Costs</b>
	Each party is to be responsible for their own costs in this matter.
<b>16</b>	<b>Termination</b>
	<p>The lease will be capable of determination:</p> <p>Immediately on notice given by the Landlord following the occurrence of any of the events set out in Clauses 10 (Breach) 11 (Anti-bribery and Corruption) 13 (Extension and Termination of the Contract) of the Service Contract</p> <p>Immediately on notice given by the Landlord in event of a breach by the tenant of any of the tenants covenants</p> <p>Immediately in the event that the Service Contract is terminated.</p>



# Tender Response Document

***EMC 002  
Block Contract for Residential Care  
Services for Adults with a Learning  
Disability***

Name of TENDERING  
ORGANISATION  
(please insert)

**Creative Support Ltd**

## Shropshire Council Tender Response Document

**Contract Description:**

**Block Contract for Residential Care Services for Adults with a Learning Disability**

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### **1.0 Background**

#### **1.1 Introduction**

Shropshire Council is committed to providing a high quality service in residential care for adults with a learning disability which facilitates access to enable Service Users to remain in the community.

Service Users shall remain at the homes that they are currently living at.

Contracts for two residential care services for people with learning disabilities are due to expire. The homes are:

<b>Home</b>	<b>Number of residents</b>	<b>Location</b>	<b>Landlord</b>
[REDACTED]	1	[REDACTED]	Shropshire Council
[REDACTED]	1	[REDACTED]	Shropshire Council

These schemes are funded by Shropshire Council. 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

The homes are owned by Shropshire Council and the successful tenderer will be required to enter into a lease agreement. The heads of terms of this agreement are in **Appendix 5**. Tenders are invited from providers for the care and support element of these services with some hotel costs, outlined in the Home Costs section of the projected service costs for the service provided at the homes, and Shropshire Council will act as Commissioning Authority for the

tender process. If the successful tenderer/s is/are not already registered with the Care Quality Commission then registration will be required following award of contract.

The contracts for the homes will be let for a period of three years with an option to extend for a further two years; however, the terms, conditions and standards contained in the enclosed sample form of contract will be reviewed from time to time to ensure that it contains the Council's up to date contract clauses.

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

Each home is already established and registered with the Care Quality Commission for Adults with Learning Disabilities. For the avoidance of doubt we wish to make it clear that each service user has their own complex needs which may range from challenging behaviour, sensory impairment, autism, and Learning and Physical disabilities.

1.1.1 You may:

- tender to supply services for each individual home (individual lots) you may tender for only one home if you wish. (Option1)
- both homes together (combined bid) showing any additional financial benefits (Option 2)
- wish to add any qualifications to your submission in schedule Q.

1.1.2 Although we have given an indication of the level of need of service users in Appendix 3 we would expect any potential provider to be able to:

- accommodate service users' needs for care and social activity
- adjust accordingly should service users' needs change or a new service user is introduced

1.1.3 The Council is looking to appoint an innovative provider:

- who can easily meet the varied needs of current residents
- to develop the current service in line with the Council's priorities
- that has a track record in providing high quality services of a similar nature
- that has proven abilities to think imaginatively about service development and improvement
- that can demonstrate an awareness of the local and national agendas for both health and social care

1.1.4 There is a current staff team at both homes whose continued employment would need to be considered for transfer under TUPE rules these are listed in

**Appendix 2**

- 1.1.5 Performance of each home shall be monitored and contributes to the Council's overall performance framework. The Council supports the development of appropriate local performance targets by and for individual services.

## 1.2 Service User Profiles

The Service User profiles are outlined in **Appendix 3**. Please see section 1.1.2 above.

The support hours for Service Users are included in **Appendix 4**.

## **2.0 Instructions for the completion of this document**

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: [REDACTED] quoting the contract reference.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;-
  - a) Where the tenderer is an individual, by that individual;
  - b) Where the tenderer is a partnership, by two duly authorised partners;
  - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate. Please type the answers.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

### **3.0 Award Criteria**

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

The Council may award to a combined bid even if one of the individual lots of the combined bid does not come out as top in the scoring.

#### **3.1 Selection Criteria - Pass/Fail Questions**

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

<b>Section / Question No.</b>	<b>Selection Criteria</b>
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level

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

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

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

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

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

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

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

### **3.2 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.

<b>Section / Question No.</b>	<b>Award Criteria</b>	<b>Weighting / Maximum Marks Available</b>
<b>Price 50% (500 marks)</b>		
Section B / Q 1	Price	50% / 500 maximum marks
<b>Total for price</b>		<b>50% / 500 maximum marks</b>
<b>Quality 50% (500marks)</b>		
Section B / Q 2	<p><b>Service Delivery</b> Shows ability to meet the Service Specification and ability to demonstrate delivery of a 'quality care service' through both quality assurance and performance management measures. Continual Improvements of the service and updating to current practice. Demonstrates a clear robust</p>	25% / 250 maximum marks

	plan of the smooth handover of the service.	
Section B / Q 3	<b>Safeguarding</b> Demonstrates ability to safeguard Service Users and demonstrates understanding of how to implement systems to protect the Service User group.	10% / 100 maximum marks
Section B / Q 4	<b>Management and Auditing of Service</b> Has an effective management structure. Demonstrates a robust management audit system of the service delivery and actions and improvements as a result of this.	5% / 50 maximum marks
Section B / Q 5	<b>Staff Induction and Training</b> Demonstrates clearly that care staff have a thorough induction process and are trained to a high standard. Shows that Staff are valued and supported on an ongoing basis	5% / 50 maximum marks
Section B / Q 6	<b>Staff Recruitment</b> Demonstrates a Robust strategy and procedure for recruitment and retention of Care Staff.	5% /50 maximum marks
<b>Total for quality</b>		<b>50% /500 maximum marks</b>

### **3.3 Quality Questions/ Scoring Scheme**

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

<b>Assessment</b>	<b>Mark</b>	<b>Interpretation</b>
Excellent	10	Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.

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

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

The tender receiving the highest mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.

### **3.4 Price Evaluation and scoring**

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

The tender receiving the highest mark for the quality section will receive the full % available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.

The Council may award to a combined bid even if one of the individual lots of the combined bid does not come out as top in the scoring.

#### **4.0 Sections**

<b>Section</b>	<b>Description</b>	<b>Page</b>
A1	Form of Tender	9
A2	Non-Canvassing Certificate	10
A3	Non-Collusive Tendering Certificate	11
A4	Declaration of Connection with Officers or Elected Members of the Council	12
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B	Applicant Organisation Details	13
C	Financial & Insurance Information	15
D	Outstanding Claims & Contract Terminations	17
E	Health & Safety and Equal Opportunities	18
F	Contract Experience and References	24
G	Accreditations and Skills Level	29
H	Tender Schedule	30

## Section A: 1. Form of Tender

Form of Tender

### **Shropshire Council Tender for Block Contract for Residential Care Services for Adults with a Learning Disability EMC002**

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 Care Services for Adults with a Learning Disability 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]

Date **14<sup>th</sup> February 2013**

Designation [REDACTED]

Company **Creative Support Ltd**

Address **5<sup>th</sup> Floor Dale House, 35 Dale Street, Manchester**

[REDACTED] .....

Post Code **M1 2HF**

Tel No **0161 236 0829**

Fax No **0161 237 5126**

E-mail address [REDACTED]

Web address **[www.creativesupport.co.uk](http://www.creativesupport.co.uk)**

## 2. Non-Canvassing Certificate

Non-Canvassing Certificate

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

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

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

Signed (1) [Redacted] .....

Status

[Redacted]

[Redacted] .....

Status

[Redacted]

(For and on behalf of **Creative Support Ltd**)

Date **14<sup>th</sup> February 2013**

**Section A:**  
**3. Non-Collusive Tendering Certificate**

Non-collusive Tendering Certificate

**To: Shropshire Council (hereinafter called "the Council")**

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

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

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

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

Signed (1)  ..... Status 

 ..... Status 

(For and on behalf of **Creative Support Ltd**)

Date **14<sup>th</sup> February 2013**

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

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

**No**

If yes, please give details:

Name	Relationship
N/A	

***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	
	.....	Status	
(For and on behalf of <b>Creative Support Ltd</b> )			
Date <b>14<sup>th</sup> February 2013</b>			

## Section B: Applicant Organisation Details

<b>1.</b>	<b>Applicant Details</b>	
1.1	Name of contracting Company/Organisation: <b>Creative Support Ltd</b>  Address:  <b>Head Office, 5th Floor, Dale House, 35 Dale Street, Manchester</b>  Postcode: <b>M1 2HF</b>  Tel: <b>0161 236 0829</b>  Email: <span style="background-color: black; color: black;">[REDACTED]</span>	
1.2	Registered name (if different from above): <b>Please see above</b>  Registered Office Address:  Postcode:  Company registration number: <span style="background-color: black; color: black;">[REDACTED]</span>	
1.3	Details of the individual completing this application and to which we may correspond:  Name: <span style="background-color: black; color: black;">[REDACTED]</span>  Job title: <span style="background-color: black; color: black;">[REDACTED]</span>  Correspondence Address:  <b>Head Office, 5th Floor, Dale House, 35 Dale Street, Manchester</b>  Postcode: <b>M1 2HF</b>  Tel: <b>0161 236 0829</b>  Email: <span style="background-color: black; color: black;">[REDACTED]</span>	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>

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

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established: <b>1991</b>	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name: <b>N/A</b></p> <p>Registered Address: <b>N/A</b></p> <p>Postcode: <b>N/A</b></p> <p>Registration Number: <b>N/A</b></p>	
2.4	<p>How many years has your company been providing Residential Care Services for Adults with a Learning Disability?</p> <p></p> <p> years</p>	
2.5	Total number of employees: 	

2.6	Total number of employees engaged solely in the provision of Residential Care Services for Adults with a Learning Disability?  [REDACTED]

### Section C: Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	<b>YES/NO</b>
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company <b>Zurich Municipal</b></p> <p>Date policy taken out [REDACTED]</p> <p>Expiry date of the policy [REDACTED]</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions</p> <p><b>None</b></p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	<b>YES/NO</b>
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company <b>Zurich Municipal</b></p> <p>Date policy taken out [REDACTED]</p> <p>Expiry date of the policy [REDACTED]</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions <b>None</b></p>	

1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals  Please see Enclosure C1.3 for a copy of our Insurance Certificates	Enclosed <b>YES/NO</b>																								
<b>2. Financial Details</b>																										
*	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																									
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. <b>(Please insert figures – do not refer to attached accounts)</b>                  Also provide copies of your last 3 years audited accounts.                  If audited accounts are not available please provide copies of your management accounts</p> <table border="1" data-bbox="295 929 1390 1556"> <thead> <tr> <th colspan="3" data-bbox="295 929 1228 1032"><u>Company</u></th> <th data-bbox="1228 929 1390 1032"><b>Accounts Enclosed</b></th> </tr> <tr> <th data-bbox="295 1032 442 1108"><u>Year</u></th> <th data-bbox="442 1032 842 1108"><u>Turnover</u></th> <th data-bbox="842 1032 1228 1108"><u>Profit(Loss)</u></th> <th data-bbox="1228 1032 1390 1108"></th> </tr> </thead> <tbody> <tr> <td data-bbox="295 1108 442 1187">2009/10</td> <td data-bbox="442 1108 842 1187">██████████</td> <td data-bbox="842 1108 1228 1187">  ██████████</td> <td data-bbox="1228 1108 1390 1187"><b>YES/NO</b></td> </tr> <tr> <td data-bbox="295 1187 442 1265">20010/11</td> <td data-bbox="442 1187 842 1265">██████████</td> <td data-bbox="842 1187 1228 1265">  ██████████</td> <td data-bbox="1228 1187 1390 1265"><b>YES/NO</b></td> </tr> <tr> <td data-bbox="295 1265 442 1344">2011/12</td> <td data-bbox="442 1265 842 1344">██████████</td> <td data-bbox="842 1265 1228 1344">  ██████████</td> <td data-bbox="1228 1265 1390 1344"><b>YES/NO</b></td> </tr> <tr> <td colspan="3" data-bbox="295 1344 1228 1556"> <div style="background-color: black; width: 100%; height: 100%;"></div> </td> <td data-bbox="1228 1344 1390 1556"></td> </tr> </tbody> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p> <p><b>Please see Enclosure C2.1i for our Audited Accounts dated 31.3.12</b>  <b>Please see Enclosure C2.1ii for our Audited Accounts dated 31.3.11</b>  <b>Please see Enclosure C2.1iii for our Audited Accounts dated 31.3.10</b></p>		<u>Company</u>			<b>Accounts Enclosed</b>	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2009/10	██████████	██████████	<b>YES/NO</b>	20010/11	██████████	██████████	<b>YES/NO</b>	2011/12	██████████	██████████	<b>YES/NO</b>	<div style="background-color: black; width: 100%; height: 100%;"></div>			
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2009/10	██████████	██████████	<b>YES/NO</b>																							
20010/11	██████████	██████████	<b>YES/NO</b>																							
2011/12	██████████	██████████	<b>YES/NO</b>																							
<div style="background-color: black; width: 100%; height: 100%;"></div>																										
2.2	Please show below your company's turnover in the provision of <b>Residential Care</b>																									

<p><b>Services</b>, in the last three financial years.  <b>(Please insert figures – do not refer to attached accounts)</b></p>	
<u>Year</u>	<b>Turnover in relation to Residential Care Services</b>
2009/10	£... ██████████
2010/11	£... ██████████
2011/12	£... ██████████ ...
<p>(If exact figures are not available please provide your best estimate of the figures required)</p>	

### Section D: **Outstanding Claims and Contract Terminations**

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

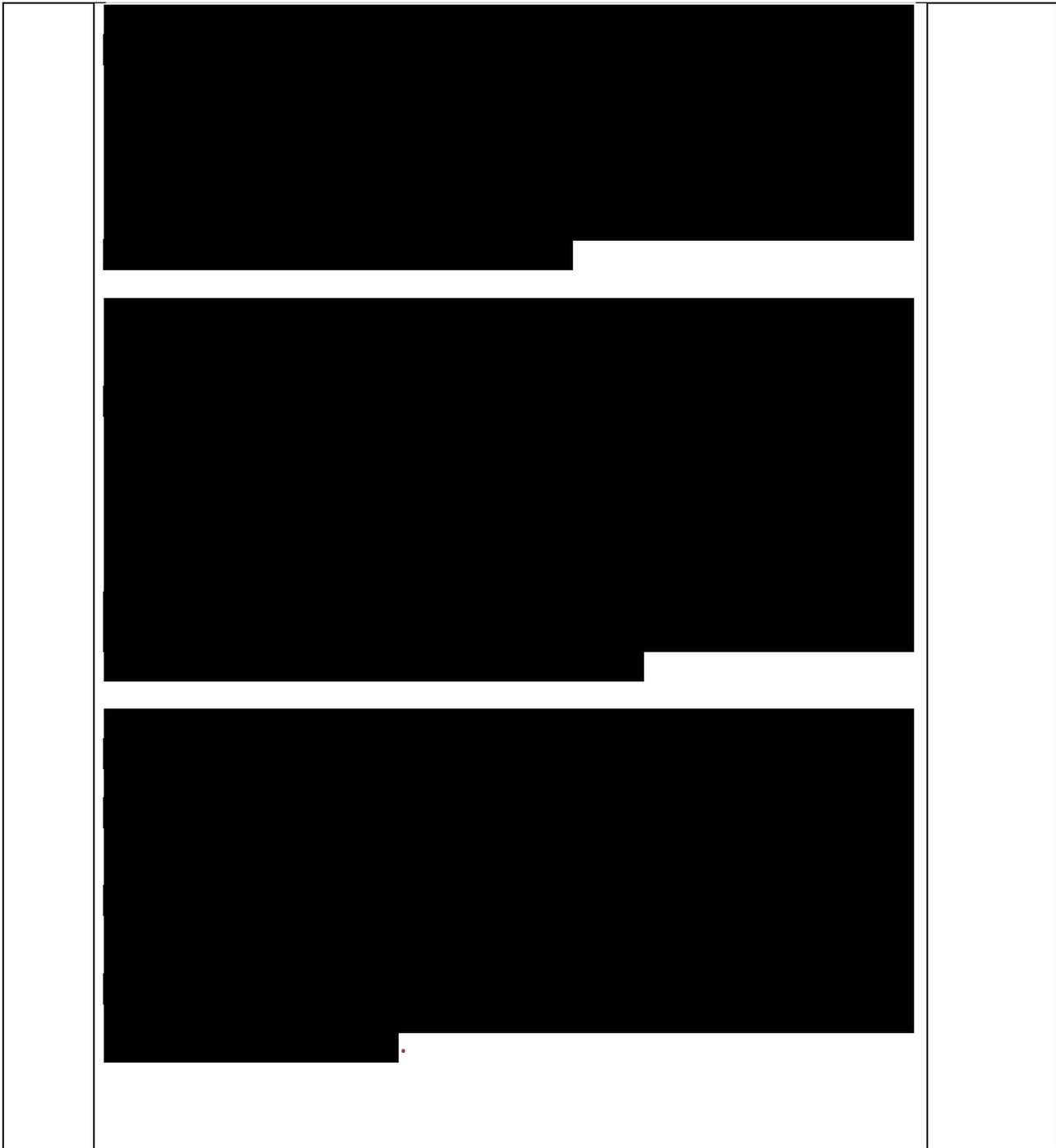
<b>2.</b>	<b>Contract Terminations/Deductions</b>	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.  None	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.  None	

## Section E: Health & Safety and Equal Opportunities

<b>1.</b>	<b>Health &amp; Safety at Work</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health &amp; safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p><b>Please see Enclosure E1.1 for a copy of our Health and Safety Policy</b></p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health &amp; Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	<b>YES/NO</b>
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	<b>YES/NO</b>
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: <b>Safety Schemes in Procurement</b></p> <p>Reference No: <span style="background-color: black; color: black;">XXXXXXXXXX</span></p> <p>Date accreditation expires or is to be renewed: <span style="background-color: black; color: black;">XXXX</span> <span style="background-color: black; color: black;">XXXXXX</span> <input checked="" type="checkbox"/></p>	

	Please tick here if a copy of certificate attached	
1.4	Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?	YES/NO
1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur). N/A	
1.6	Do you routinely carry out Risk Assessments?	YES/NO
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)  [Redacted]	
1.8	Do you have a health and safety training programme for employees?	YES/NO
1.9	If YES to 1.8 please state what training has been given.  [Redacted]	



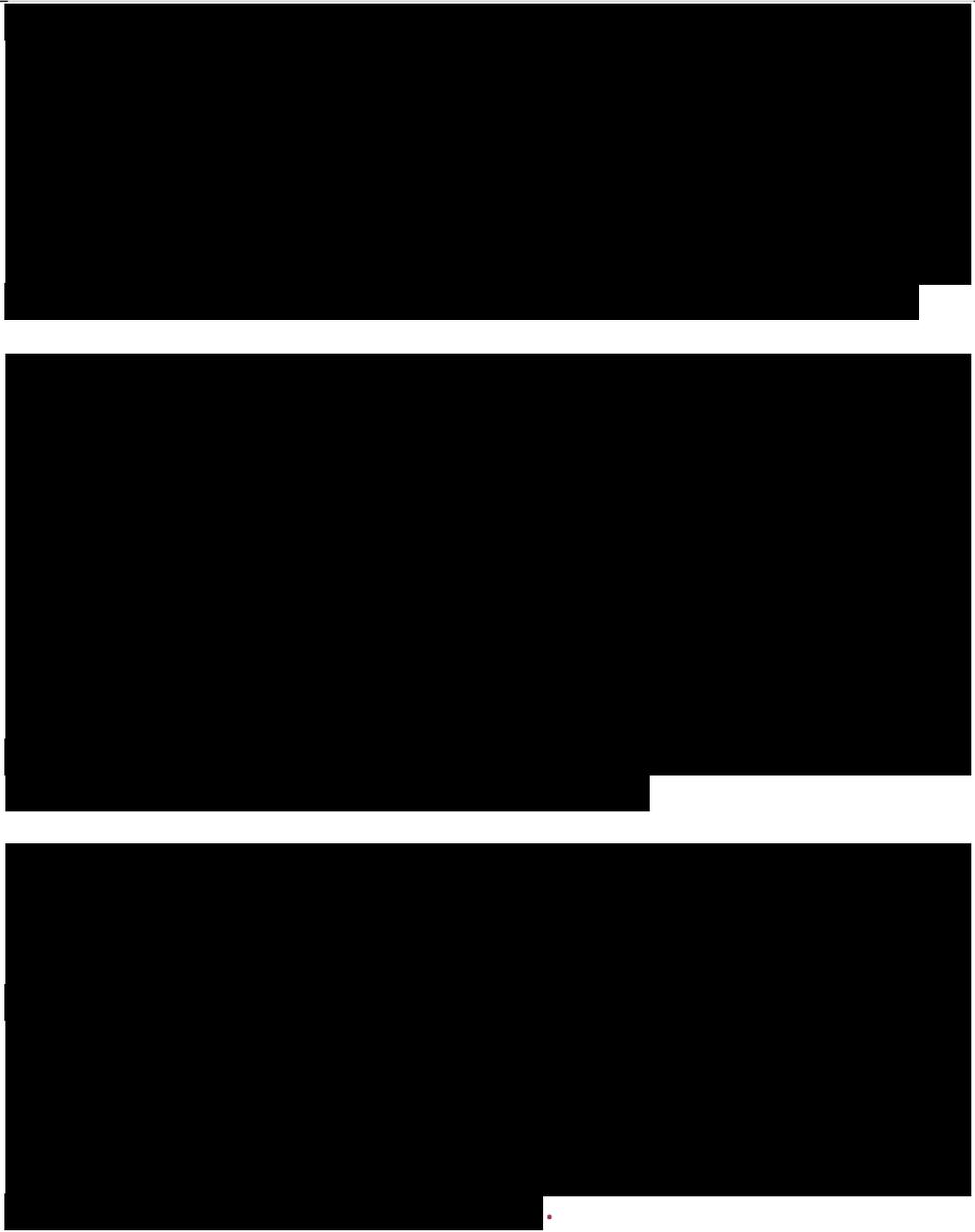


1.12

Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.

<b>Total</b>	
No. of accidents reported under RIDDOR last year	■
No. of accidents reported under RIDDOR this year	■

1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none"><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li></ul> <p>[Redacted]</p> <p>[Redacted]</p>	YES/NO
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1.14	Will you be using any sub contractors as part of this contract?	YES/NO
1.15	If YES to 1.14 please give details of who your sub contractors are.  N/A	
1.16	If YES to 1.14 how do you ensure they are competent?  N/A	
1.17	Where do you get your competent health and safety advice?  To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you	



	<p>legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <ul style="list-style-type: none"><li>- UK/EU equalities and discrimination legislation includes:-</li><li>- Human Rights Act 1998</li><li>- Equality Act 2010</li></ul> <p><b>Please see Enclosure E2.1 for a copy of our Equal Opportunities Policy</b></p>	<p><b>YES/NO</b></p>
<p>2.2</p>	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <p>Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010; Advance equality of opportunity between those who share protected characteristics and those who do not; Foster good relations between those who share protected characteristics and those who do not.</p> <p>How do you promote equality towards both service users and employees as part of your operations?</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none"><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li></ul>	

	<p>█ [REDACTED]</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.  N/A	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	YES/NO
2.6	If YES to 2.5, please give details.	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</b></p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p> <p>Please tick here if enclosed <input checked="" type="checkbox"/></p> <p><b>Please see the following:</b></p>	<p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p>

	<ul style="list-style-type: none"><li>[REDACTED]</li><li>[REDACTED]</li><li>[REDACTED]</li><li>[REDACTED]</li></ul>	
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2.8 Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?

Provide evidence of the above.

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED] s

- [REDACTED]

[REDACTED]





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- [Redacted list item]

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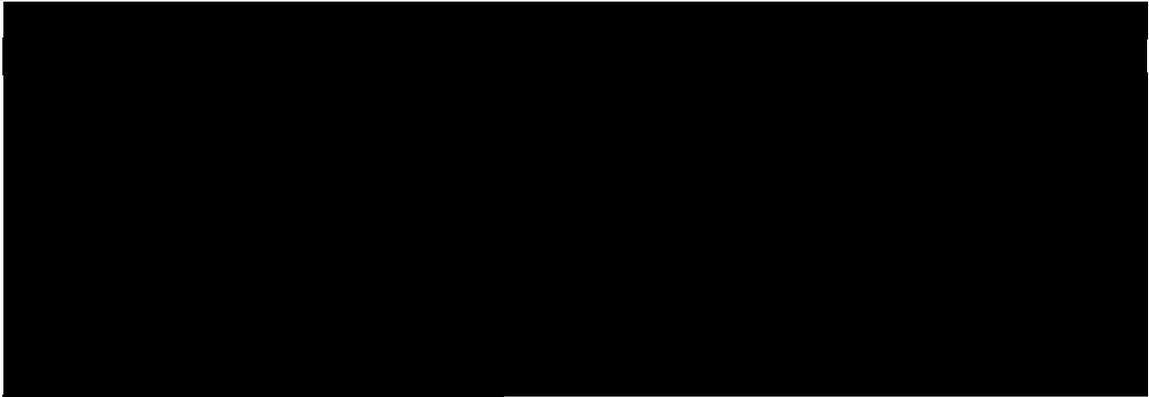
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2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p><b>N/A</b></p> <p>Confirmed</p>	YES/NO

## Section F: Contract Experience and References

1. Contract Experience and References					
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest. Please ensure that the referee is able to give a reference and that their contact details are the most current.				
	Name of Organisation/Company	Contact Name & Address & email address	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED] 0	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

7					
8					

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

2.	Service Performance
2.1	<p>Please List your entire organisation’s CQC regulated services including other services within the same group. Please state:</p> <ul style="list-style-type: none"> <li>• The name of service</li> <li>• Service address</li> <li>• Type of service</li> <li>• Number of service users</li> <li>• Type of client</li> <li>• If the service is assessed as compliant by CQC and the date of this assessment.</li> </ul> <p>Please include your most recent CQC reports on the services.</p> <p><b>Please see Enclosure F2.1i for a table detailing the above.</b></p> 
2.2	<p>In the past 3 years has CQC:</p> <ul style="list-style-type: none"> <li>• issued your organisation with a warning notice requiring improvements within a short period of time? <b>No</b></li> <li>• restricted the services that your organisation can offer? <b>No</b></li> <li>• stopped referrals to your organisation for a period? <b>No</b></li> <li>• issued your organisation with a fixed penalty notice? <b>No</b></li> <li>• suspended or cancelled registration of a service which fell under the umbrella of your organisation? <b>No</b></li> </ul> <p>If yes to any of the above please give full details.</p> <p><b>N/A</b></p>

2.3

Please give details of **all** institutional safeguarding issues raised at any of the care homes operated by your organisation in the past 2 years and (anonymised) details about this including learning outcomes for the organisation.

[Redacted]

2.4

Please give details of:  
The total number care staff employed by your organisation

The number of care staff employed in the past 12 months: [Redacted]

[Redacted]

The number of care staff who have left the organisation in the past 12 months: [Redacted]

[Redacted]

The number of care staff who have been dismissed from your organisation in the past 2 years and reason for the dismissal (do not include staff names)

[Redacted]

2.5

Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the provision of residential care services for Adults with a Learning Disability.

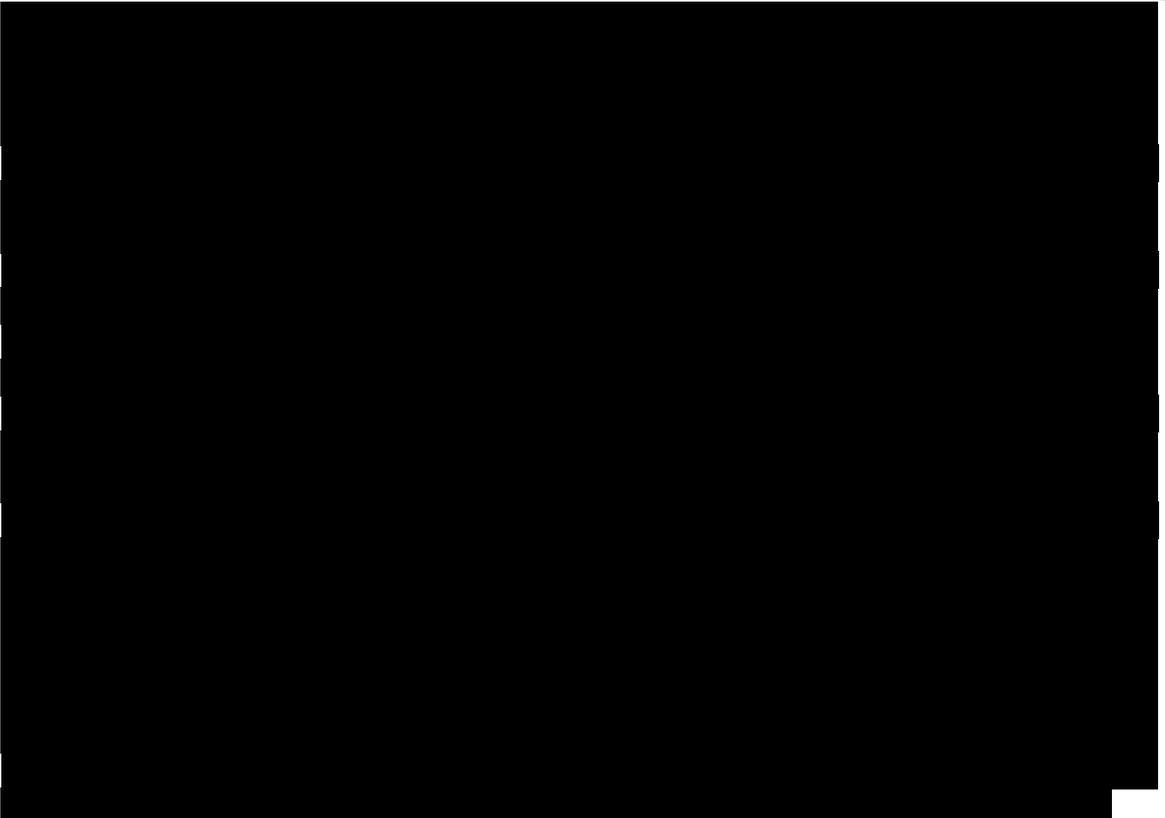
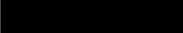
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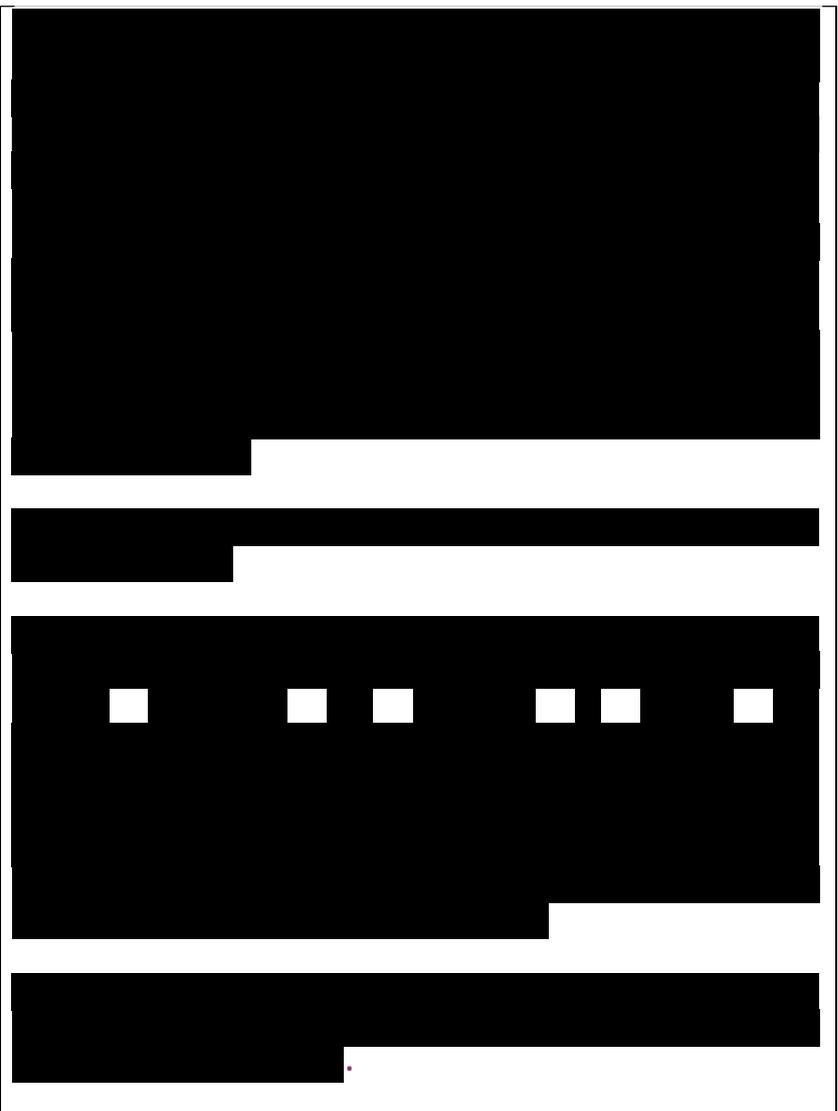
	
	
	
	
	
	
	

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2.6	The service users with whom we are working have a range of differing support needs. Please summarise your experience of working with service users who, in addition to
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<p>their learning disabilities, may have the following additional needs.</p> <p>Under each of these headings please include the number of service users with whom you work, who you would say have these needs and the length of your experience in the area.</p>		
Area of Need	Number of Service Users	Provide details (create additional rows where required)
<p>Profound and Multiple Learning Disability</p>	<p>█</p>	<p>[Redacted]</p>
<p>Behaviours which challenge</p>	<p>█</p>	<p>[Redacted]</p>
<p>High Risk Behaviours</p>	<p>█</p>	<p>[Redacted]</p>
<p>Autism / autism spectrum disorders</p>	<p>█</p>	<p>[Redacted]</p>

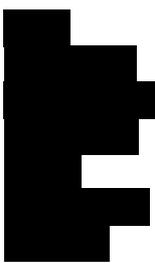
		[REDACTED]
Dual Diagnosis Mental Health	■	[REDACTED]
Schizophrenia \ Psychotic episodes	■	[REDACTED]
Creating individual structured full activity programmes	■	[REDACTED]
Predominantly Non-Verbal Communication	■	[REDACTED]

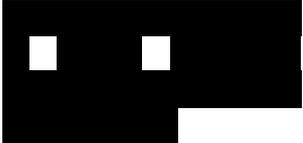
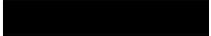
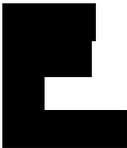
		
Supporting Development of mobility and co-ordination		

Supported Living Schemes	[REDACTED]	[REDACTED]
Other (please specify)		N/A

### **Section G: Accreditations and Skills Level**

<b>1.</b>	<b>Accreditations</b>			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>	<b>Date of Expiry/Renewal</b>
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]			

				
	<p>Please provide copies of the certificates you have given above or other proof of the qualifications.</p> <p><b>Please see Enclosure G1.1 for our BILD</b></p>	<p>Enclosed <b>YES/NO</b></p>		
				
<p>1.2</p>	<p>Please state any formal quality assurance systems relevant to this contract, which your company operates e.g. relevant ISO equivalent or EU Equivalent.</p>			
<p><b>Name of Awarding Organisation/Body</b></p>	<p><b>Registration Number</b></p>	<p><b>Name of Quality Assurance System</b></p>	<p><b>Date Achieved</b></p>	<p><b>Date of Expiry/Renewal</b></p>
  	  	  	  	  

	  		  	  	 
	<p>Please provide copies of the certificates you have given above or other proof of the qualifications.</p> <p><b>Enclosure G1.2a - Investors in People (Silver) Certificate</b>  <b>Enclosure G1.2b- National Skills Academy for Care Recognised Provider Status</b>  <b>Enclosure G1.2c – Edexcel Certificate 2012</b>  <b>Enclosure E1.3 CHAS Certificate- CHAS Certificate</b></p>				<p>Enclosed  <b>YES</b></p>

## Section H: Tender Schedule

<b>1.</b>	<b>Pricing Schedule</b>
1.1	<p>Please refer to <b>Appendix 1 for the Tendered Costs Spreadsheet</b> where a breakdown of costs which will be required. Please complete the spreadsheet: Appendix 1 and then transfer the costs from the spreadsheet to this Section.</p> <p>(This Question is weighted 50% and worth 500 marks)</p>

<b>EMC002 Option 1: Two Homes priced as Two Individual Services (you may tender for only one home if you wish)</b>		
Annual Home Costs	████████	████████
Annual Management and Administration Costs	████████	████████
Annual Staffing Costs	████████	████████
<b>Total Annual Costs</b>	████████	████████

<b>EMC002 Option 2: Two Homes priced as One Combined Service</b>		
Annual Home Costs	████████	████████
Annual Management and Administration Costs	████████	████████
Annual Staffing Costs	████████	████████
<b>Total Annual Costs</b>	████████	████████

Please note: Our hourly rate for the provision of day support as an alternative to residential care is £11.48. Please also refer to Schedule Q



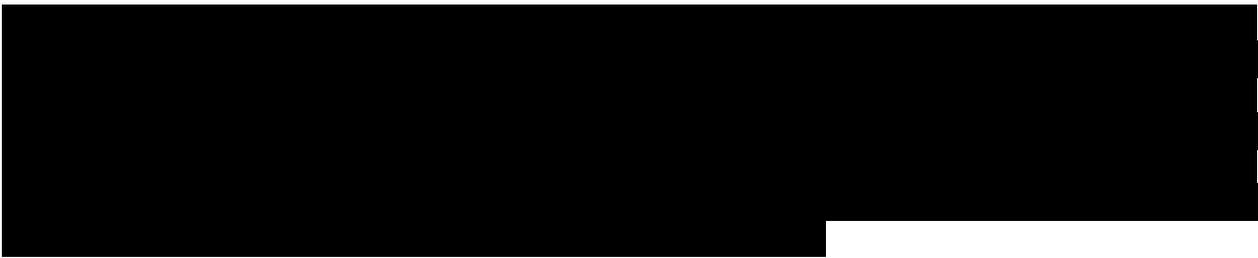
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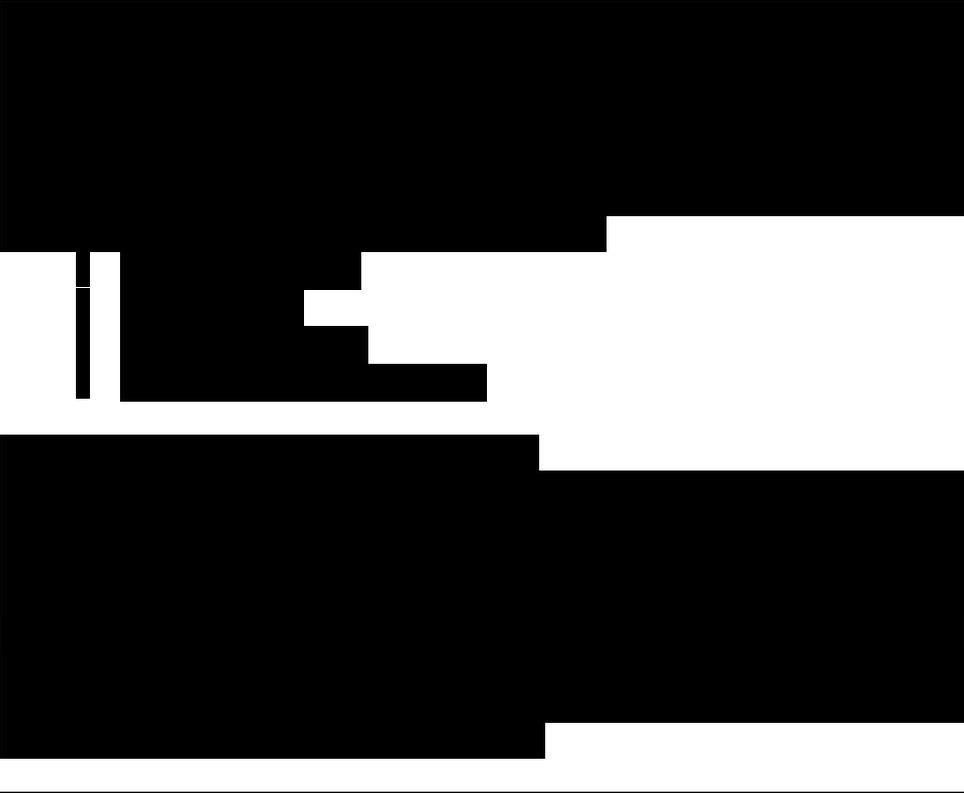
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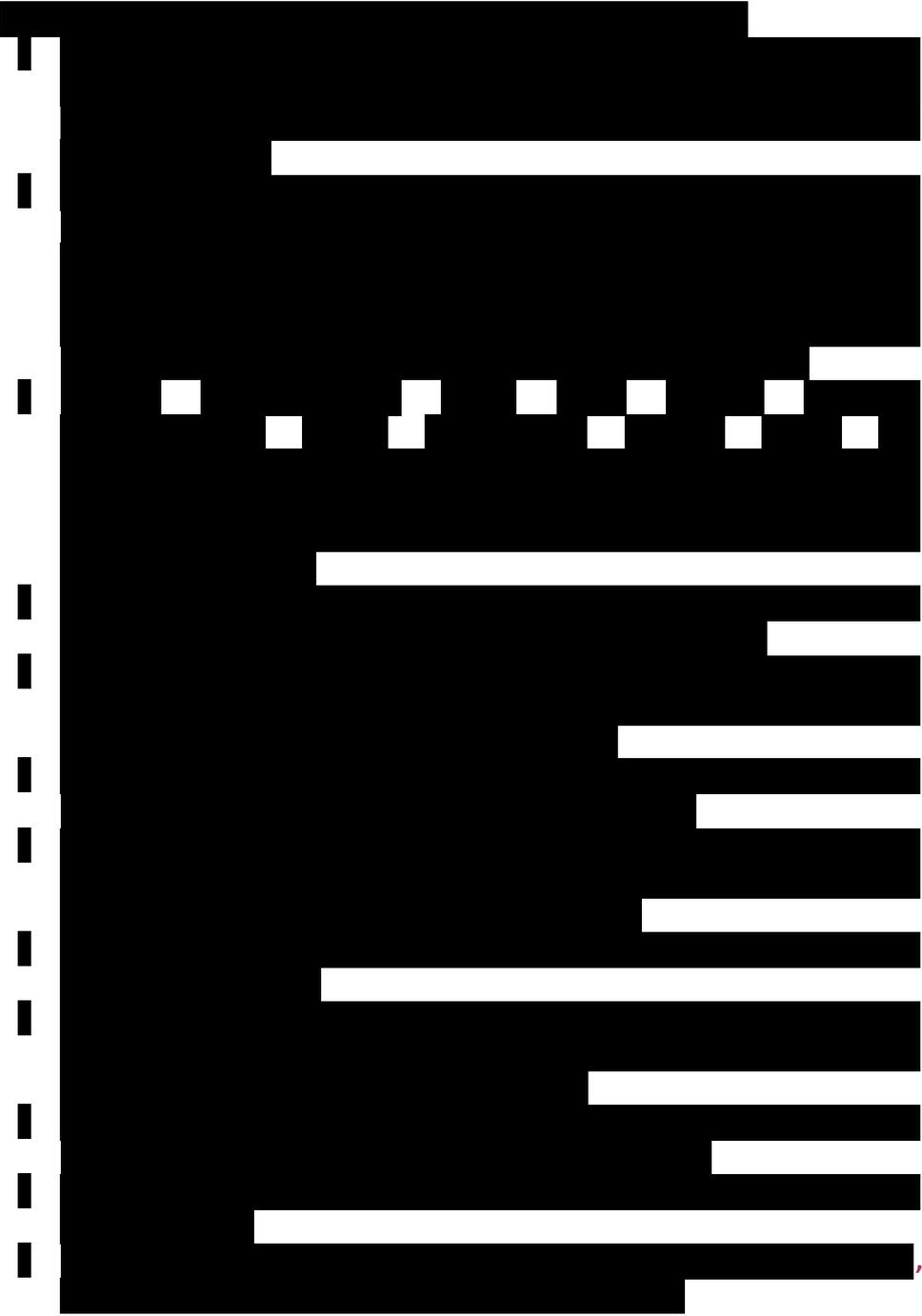
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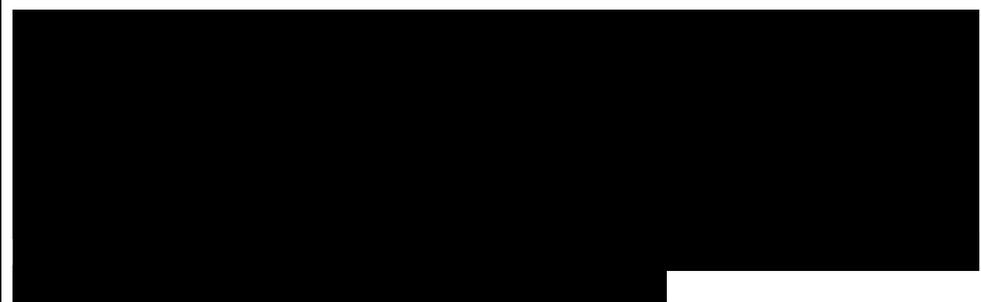


**Please Note:** Please add extra rows where required or answer on a separate sheet **clearly** marking the sheet with the correct Section H question number. Any policies or other paperwork supplied as evidence must be **clearly** marked with the question number.

2.	Tender Specification Response	
Q2.0	<b>Service Delivery</b> (This Question is weighted 25% and worth 250 marks)	
Q2.1	Please show how you would meet the Service Specification by demonstrating how your care planning and risk assessments and all other documentation such as policies and procedures contribute towards delivering the person centred service.(150 marks)  	

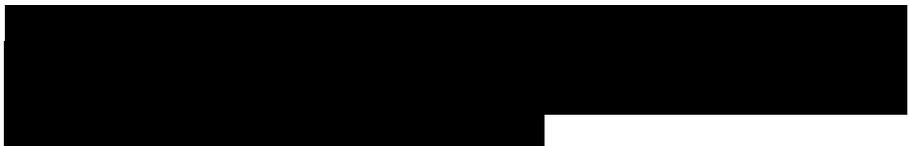




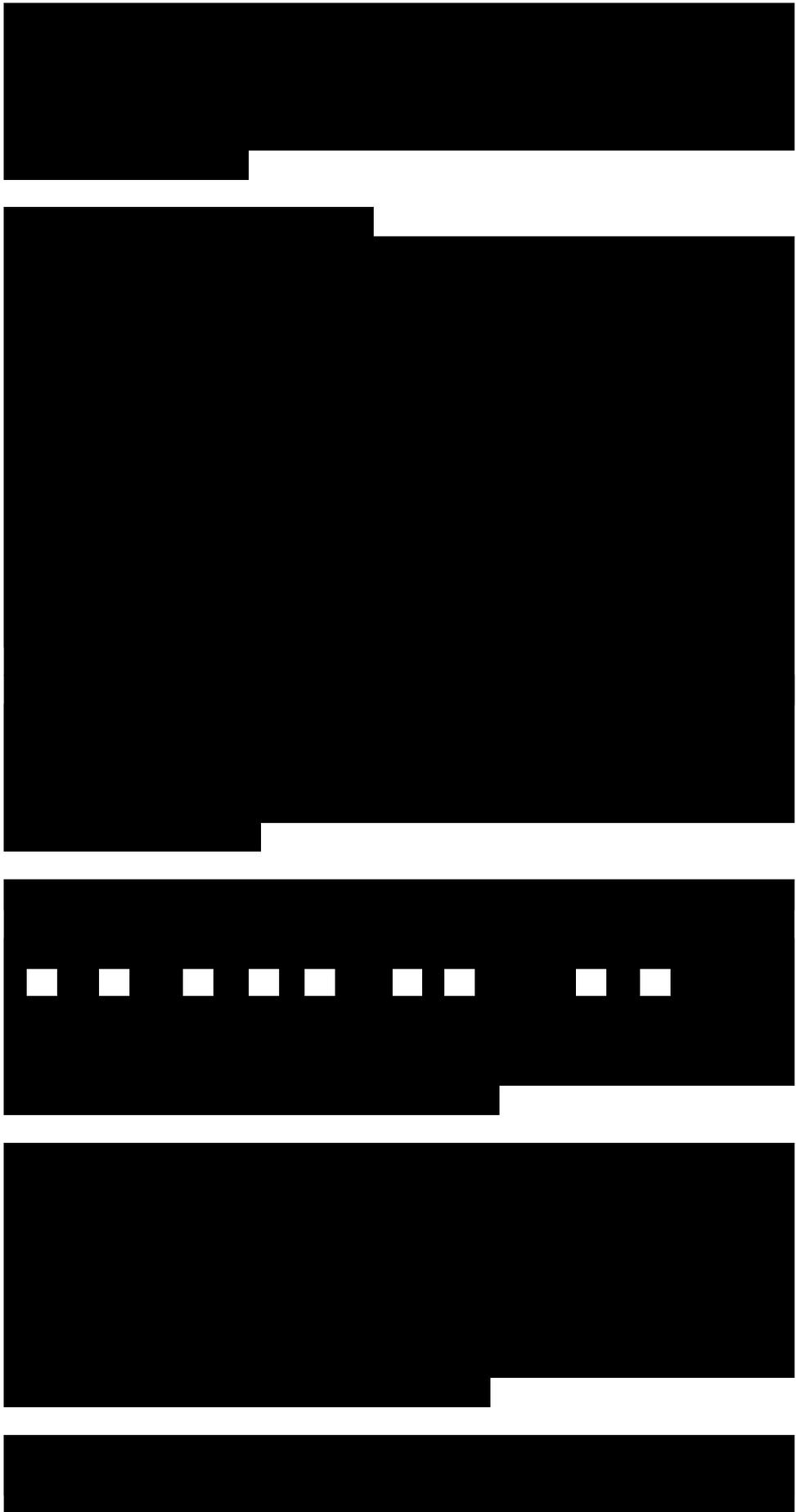
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	[REDACTED]	

		
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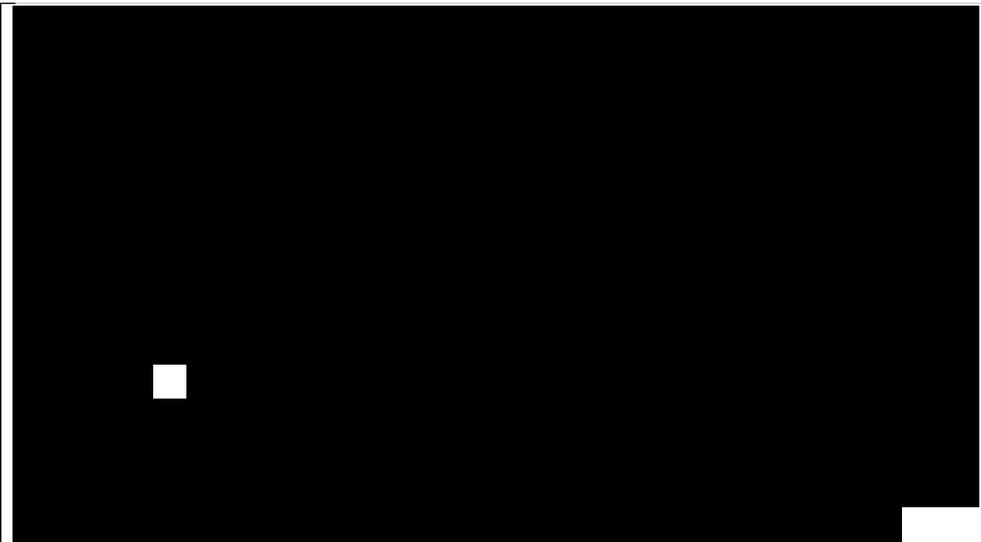
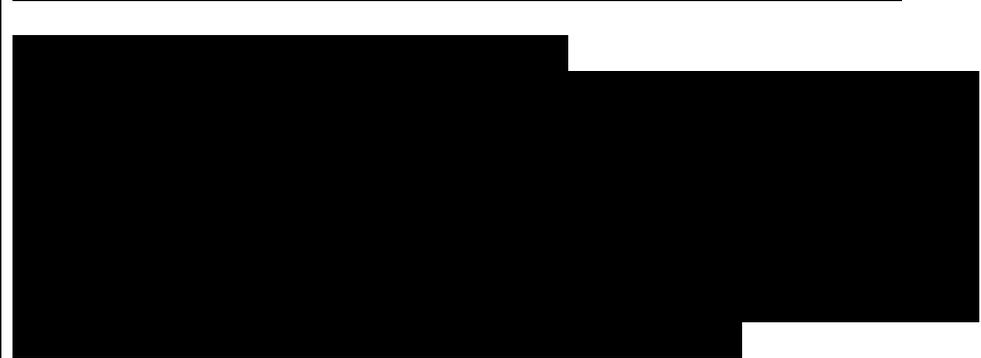
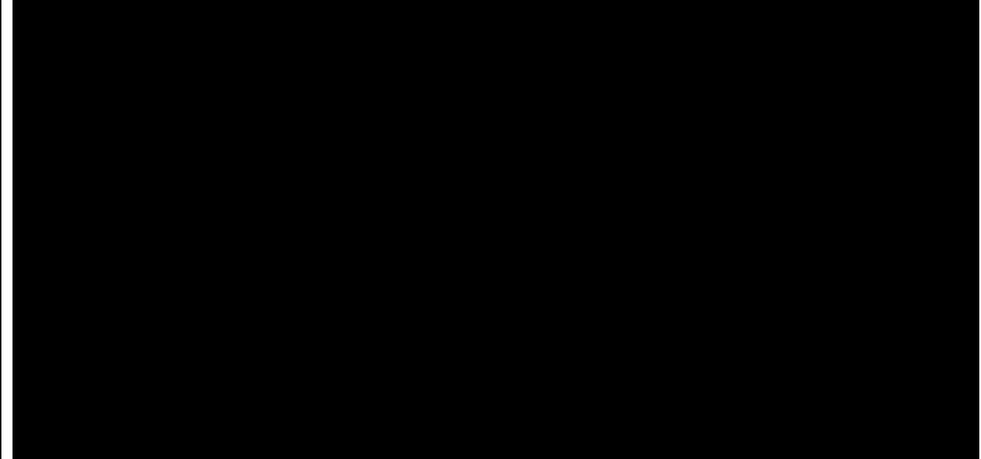
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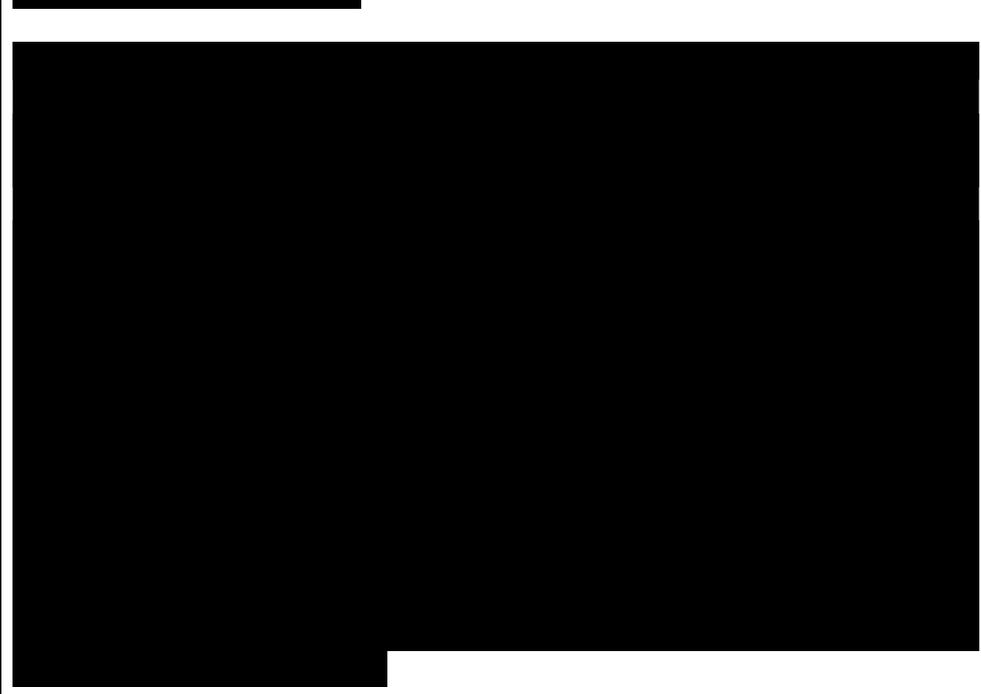


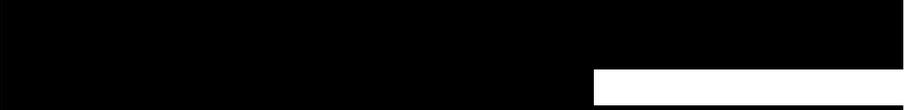
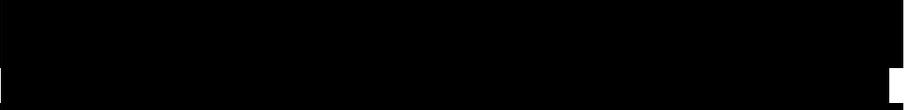
	<p>users to communicate their views and wishes on a day to day basis)</p> <ul style="list-style-type: none"><li>• [Redacted]</li><li>■ [Redacted]</li><li>■ [Redacted]</li><li>■ [Redacted]</li><li>■ [Redacted]</li><li>■ [Redacted]</li><li>■ [Redacted]</li></ul> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
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<p>Q2.2</p>	<p>Please show how you would deliver a quality care service through both quality assurance and performance management measures showing the methods and documentation used for this. (50 marks)</p> 	



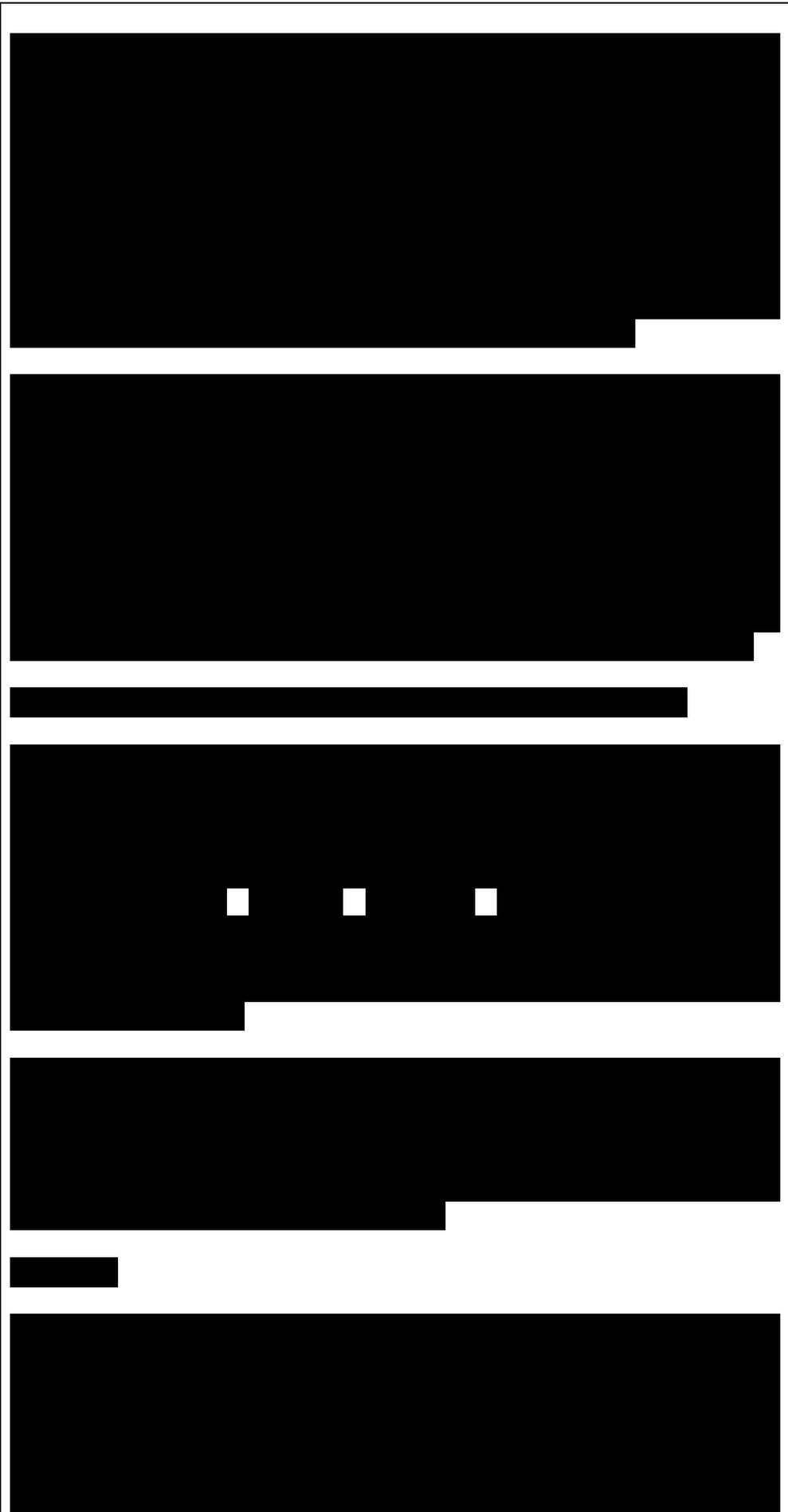
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	[REDACTED]	

		
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Q2.3

Please give evidence of other service transfers you have undertaken and any learning points from the process. Where this has not been undertaken before please demonstrate how you would ensure that the transfer of the service would be undertaken effectively. (50 marks)

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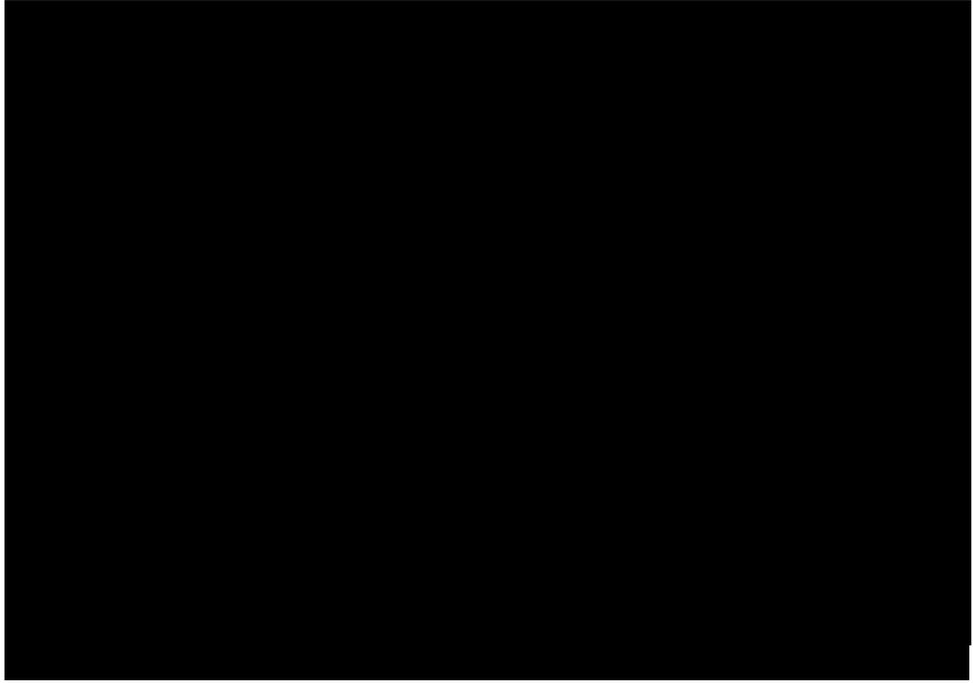
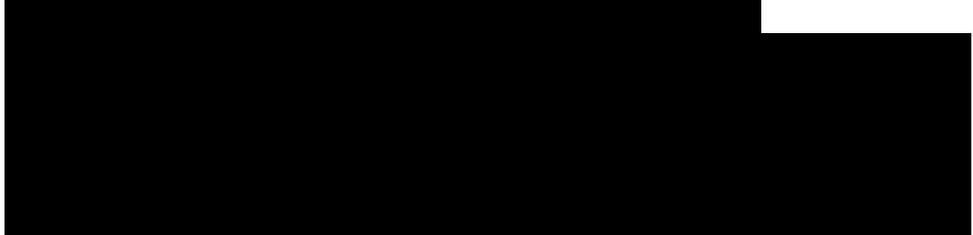
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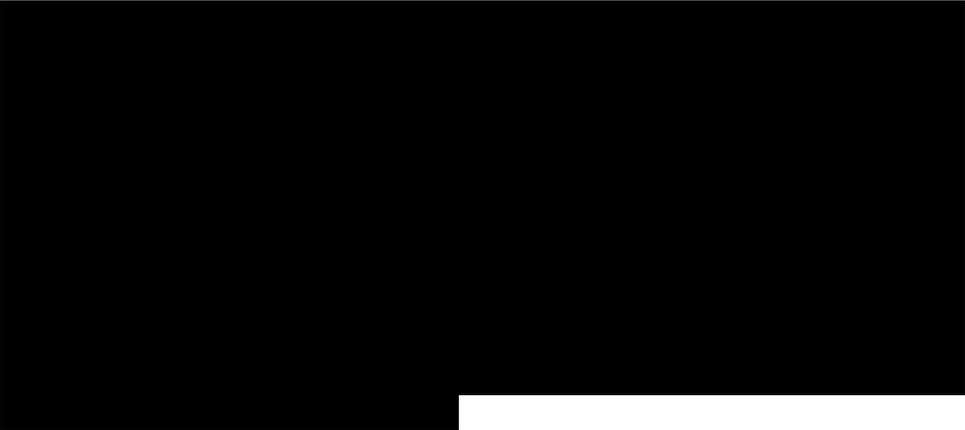
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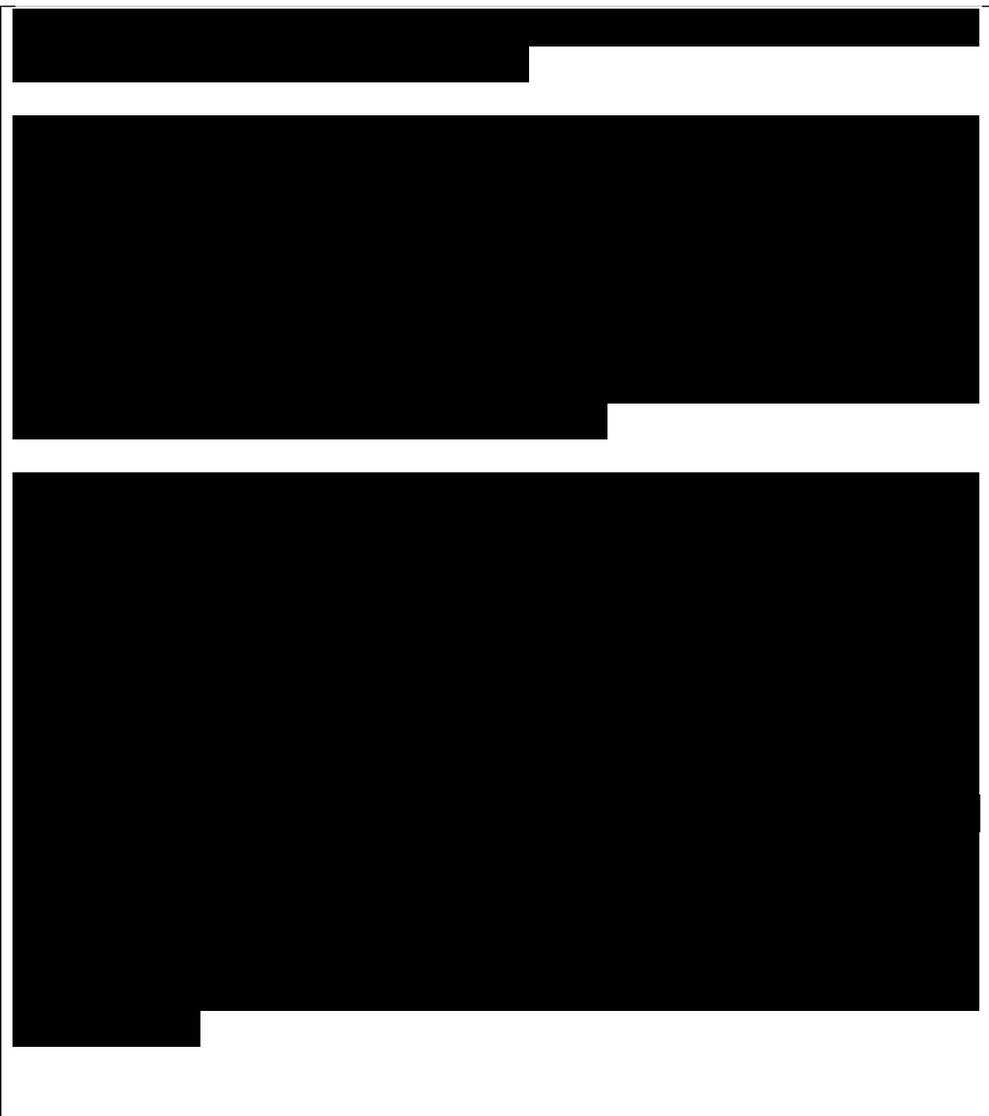
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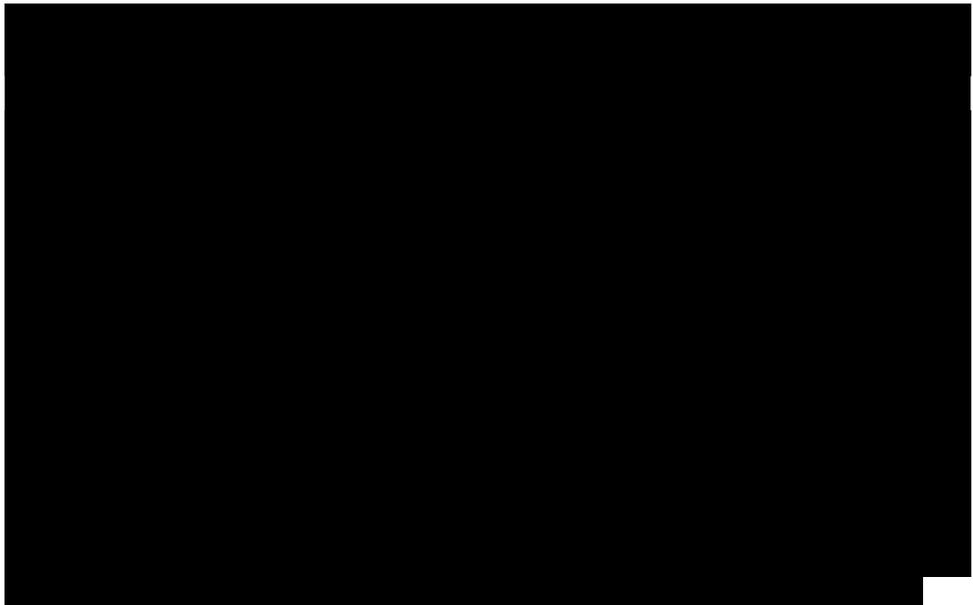
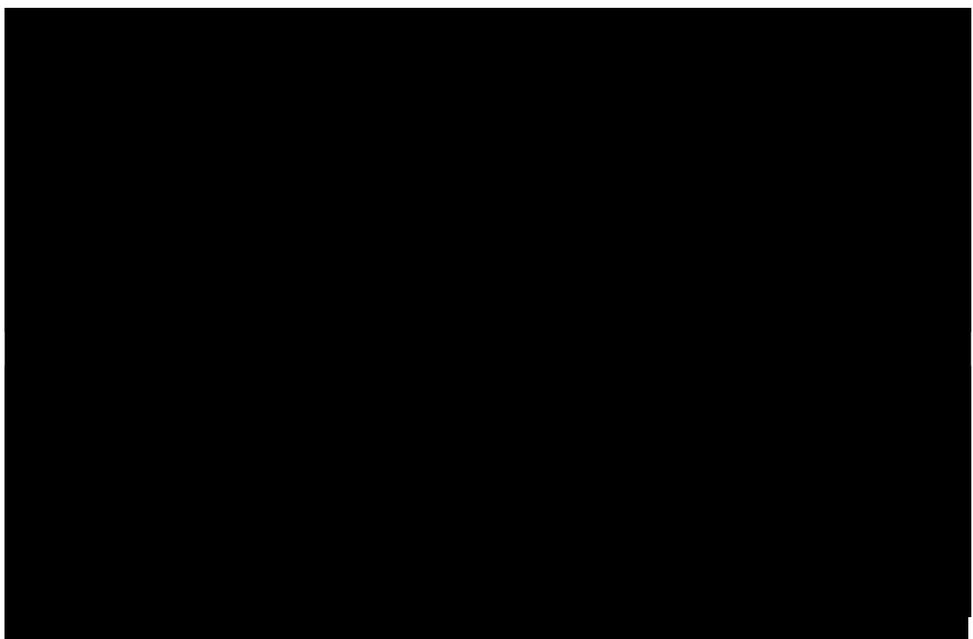
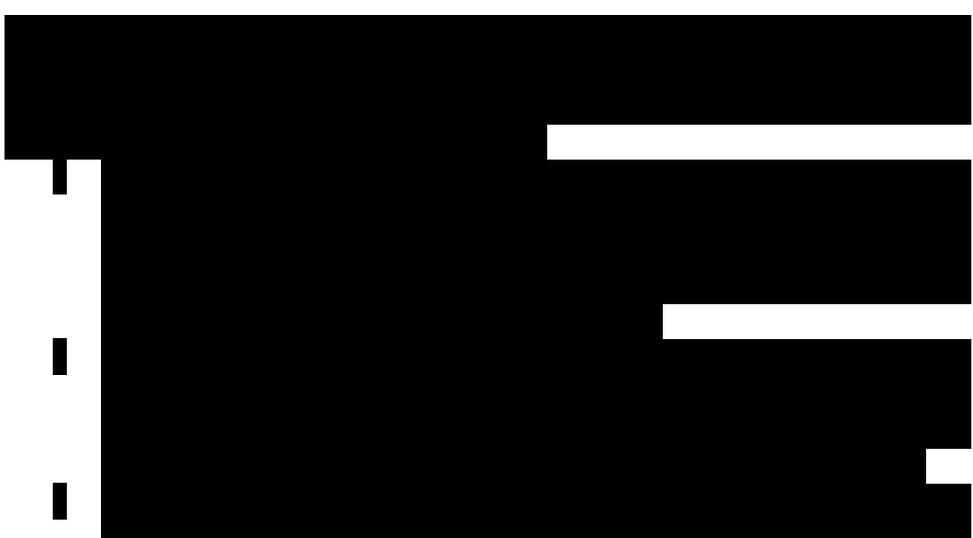
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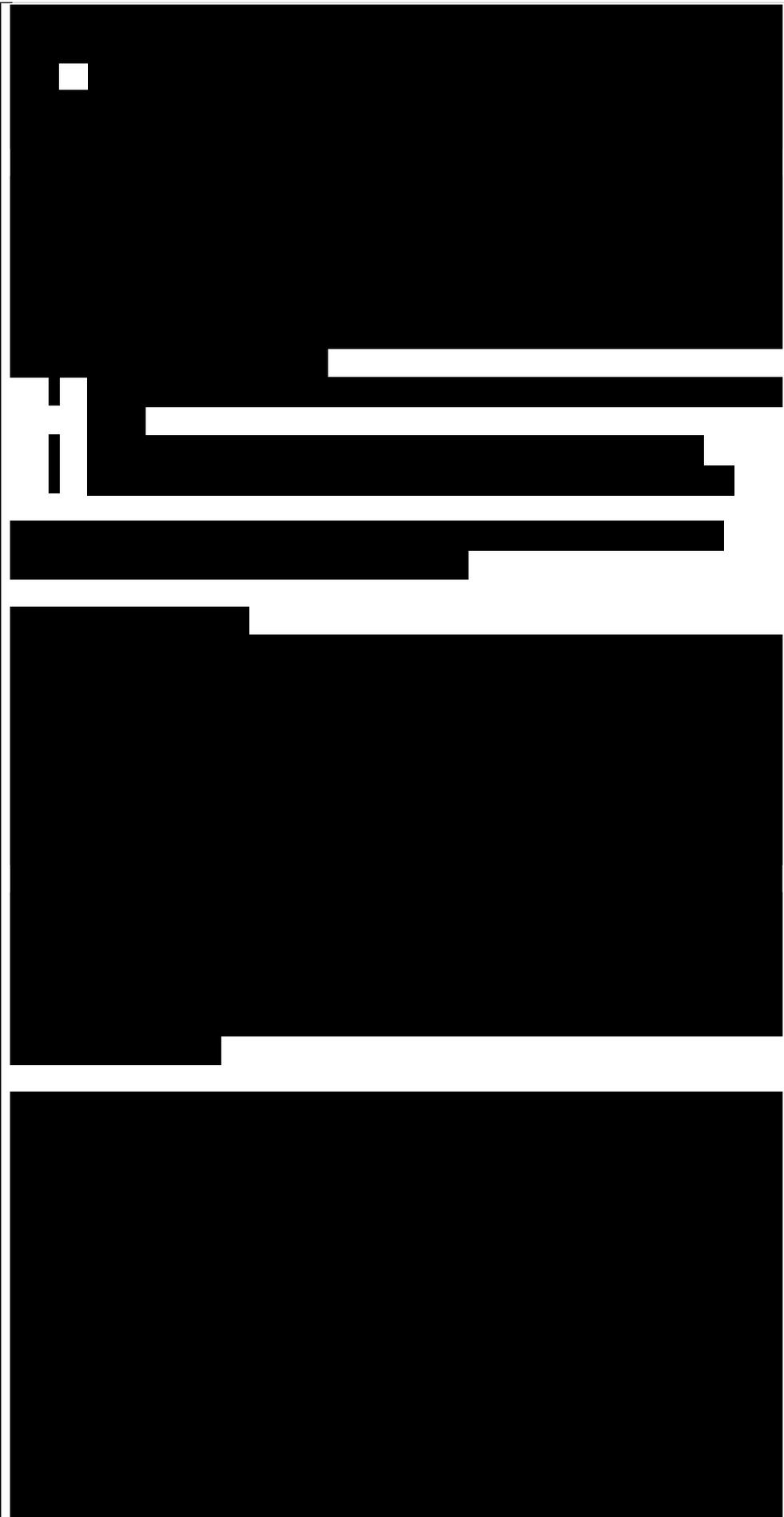
	   	
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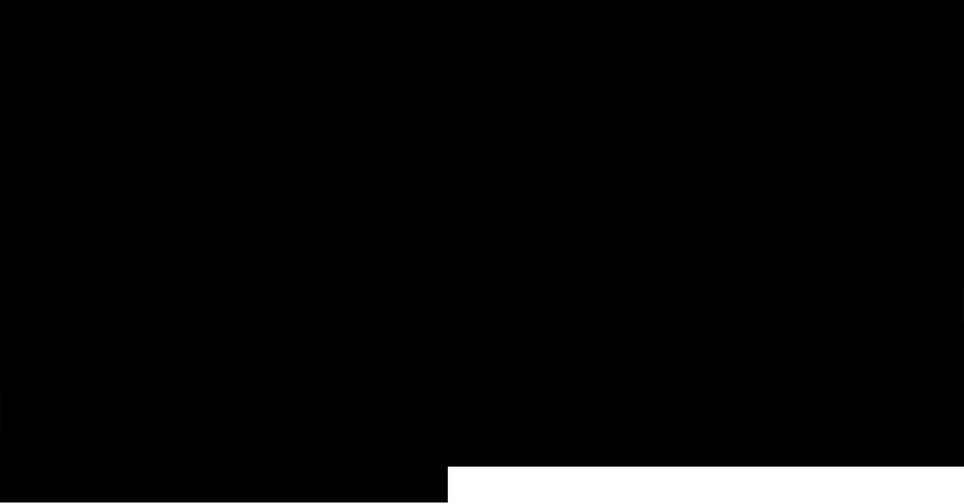
		
<p><b>Q3.0</b></p> <p>Q3.1</p>	<p><b>Safeguarding</b> (This Question is weighted 10% and worth 100 marks)</p> <p>Please show how you have managed challenging behaviours of service users whilst taking into account other service users living at the home and staff who deliver the service. (25 marks)</p> 	

		
		
	 <ul style="list-style-type: none"><li data-bbox="343 1646 367 1680">■</li><li data-bbox="343 1825 367 1859">■</li><li data-bbox="343 1971 367 2004">■</li></ul>	

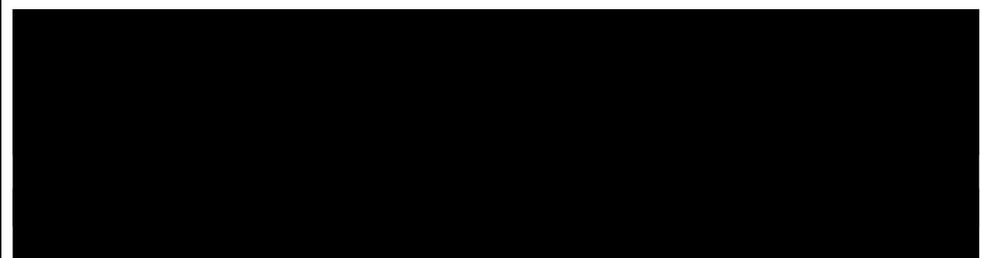
<p>Q3.2</p>	<p>Please show how you implement systems to protect the Service User group. (25 marks)</p> 	
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	[REDACTED]	

	  	
Q3.3	<p>Please give evidence of safeguarding training given to staff and the dates of the training and provide information about the training such as the syllabus; modes of training; expected frequency of this training and demonstrate how you know that this training is effective. (25 marks)</p> 	

	[REDACTED]	

<p>Q3.4</p>	<p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none"><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li></ul> <p>In light of the allegations of institutional abuse at Winterbourne please give details of what actions your organisation has undertaken and the results of those actions(25 marks)</p> <p>[Redacted]</p>	
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<p><b>Q4.0</b></p> <p>Q4.1</p>	<p><b>Management and Auditing of the Service</b> (This Question is weighted 5% and worth 50 marks)</p> <p>Please detail how you will audit the service and give <b>detailed evidence</b> of this and examples of actions and improvements as a result of this. (30 marks)</p> 	

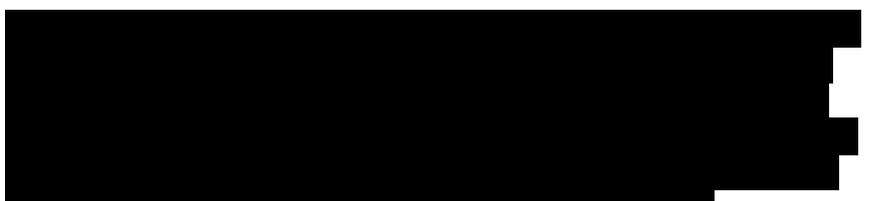




<p>Q4.2</p>	<p>[Redacted]</p> <p>Please give details of the organisation's management structure and management team and demonstrate how this is effective for achieving the strategic goals of the organisation and the day to day management of the service. (20 marks)</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <ul style="list-style-type: none"><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li></ul> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
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<p><b>Q5.0</b></p> <p>Q5.1</p>	<p><b>Staff Induction and Training</b> (This Question is weighted 5% and worth 50 marks)</p> <p>Please give <b>full details</b> showing how staff are trained to a high standard and that there is a plan for the continuation this. Please give details of training undertaken including areas covered by the training; methods used for this. Please include all care staff that have an NVQ or equivalent in Care or are currently enrolled on an NVQ course. Please give details of the type and level of NVQ. (25 marks)</p> 	

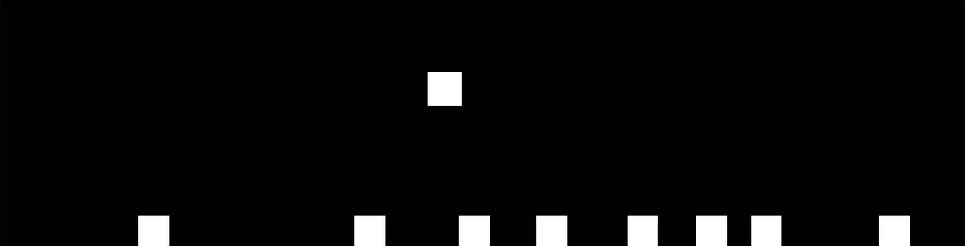


		
	<ul style="list-style-type: none"><li data-bbox="343 459 1268 660">■ </li><li data-bbox="343 672 1268 817">■ </li></ul>	
	<ul style="list-style-type: none"><li data-bbox="343 840 1268 1064">■ </li><li data-bbox="343 1075 1268 1355">■ </li></ul>	
		
		

<p>Q5.2</p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>Please give <b>full details</b> of care staff's induction process including timescales for the induction to be completed and the areas covered by the induction and how this is carried out and tested that the employee understands the information or training. (25 marks)</p> <p>[Redacted]</p> <ul style="list-style-type: none"><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li><li>[Redacted]</li></ul> <p>[Redacted]</p>	
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<p><b>Q6.0</b></p> <p>Q6.1</p>	<p><b>Staff Recruitment</b> (This Question is weighted 5% and worth 50 marks)</p> <p>Please give <b>full details</b> to show how you recruit and retain Care Staff. (30 Marks)</p>   	



	<ul style="list-style-type: none"><li data-bbox="343 246 367 291">■ [REDACTED]</li><li data-bbox="343 324 367 369">■ [REDACTED]</li><li data-bbox="343 638 367 683">■ [REDACTED]</li><li data-bbox="343 929 367 974">■ [REDACTED]</li><li data-bbox="343 1041 367 1086">■ [REDACTED]</li><li data-bbox="343 1220 367 1265">■ [REDACTED]</li></ul> <p data-bbox="295 1433 1268 1657">[REDACTED]</p> <p data-bbox="295 1680 1268 1803">[REDACTED]</p> <ul style="list-style-type: none"><li data-bbox="311 1825 837 1948">■ [REDACTED]</li></ul> <p data-bbox="295 1971 1268 2027">[REDACTED]</p>	
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<p>Q6.2</p>	<p>[Redacted]</p> <p>Please show how Staff are valued and supported in their jobs on an ongoing basis (20 Marks)</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
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	<ul style="list-style-type: none"><li>[REDACTED]</li><li>[REDACTED]</li><li>[REDACTED]</li><li>[REDACTED]</li></ul>	
	[REDACTED]	
	<ul style="list-style-type: none"><li>[REDACTED]</li></ul>	
	[REDACTED]	







Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
SY2 6ND

  
Tendering and Development Officer-Creative Support  
5th Floor, Dale House  
35 Dale Street  
Manchester  
M1 2HF

Date: 22<sup>nd</sup> May 2013

Dear Sirs

**EMC002 - Block Contract for Residential Care Services for Adults with a Learning Disability**

**SUBJECT TO CONTRACT**

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

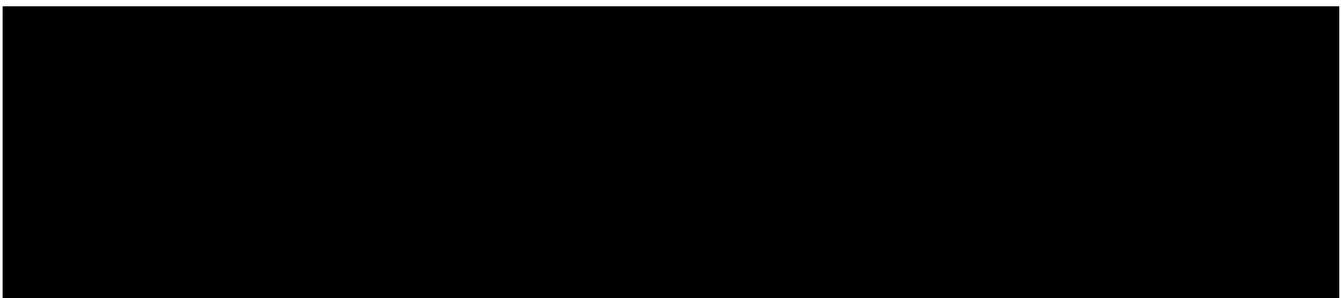
We are pleased to inform you that, following the evaluation process, Shropshire Council propose to accept your offer to form part of the above proposed framework/contract as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to Regulation 32A of the Regulations; this period will end at midnight on Friday 7<sup>th</sup> June 2013.

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

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

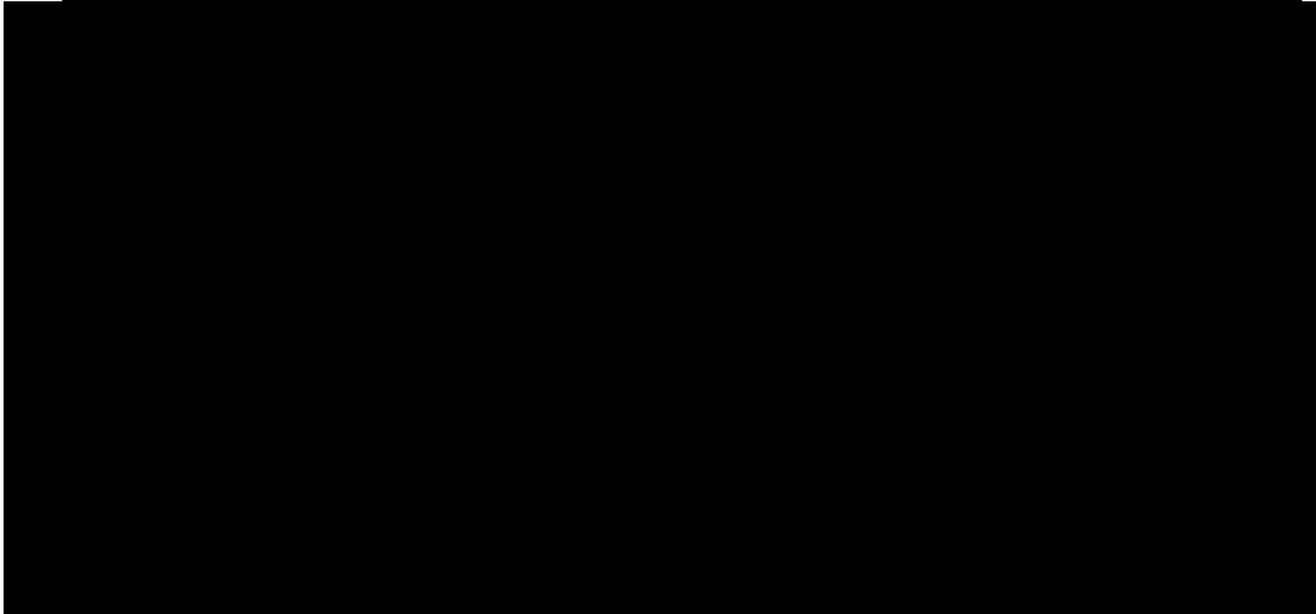
We can confirm that your tender received the following scores and ranking:-



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

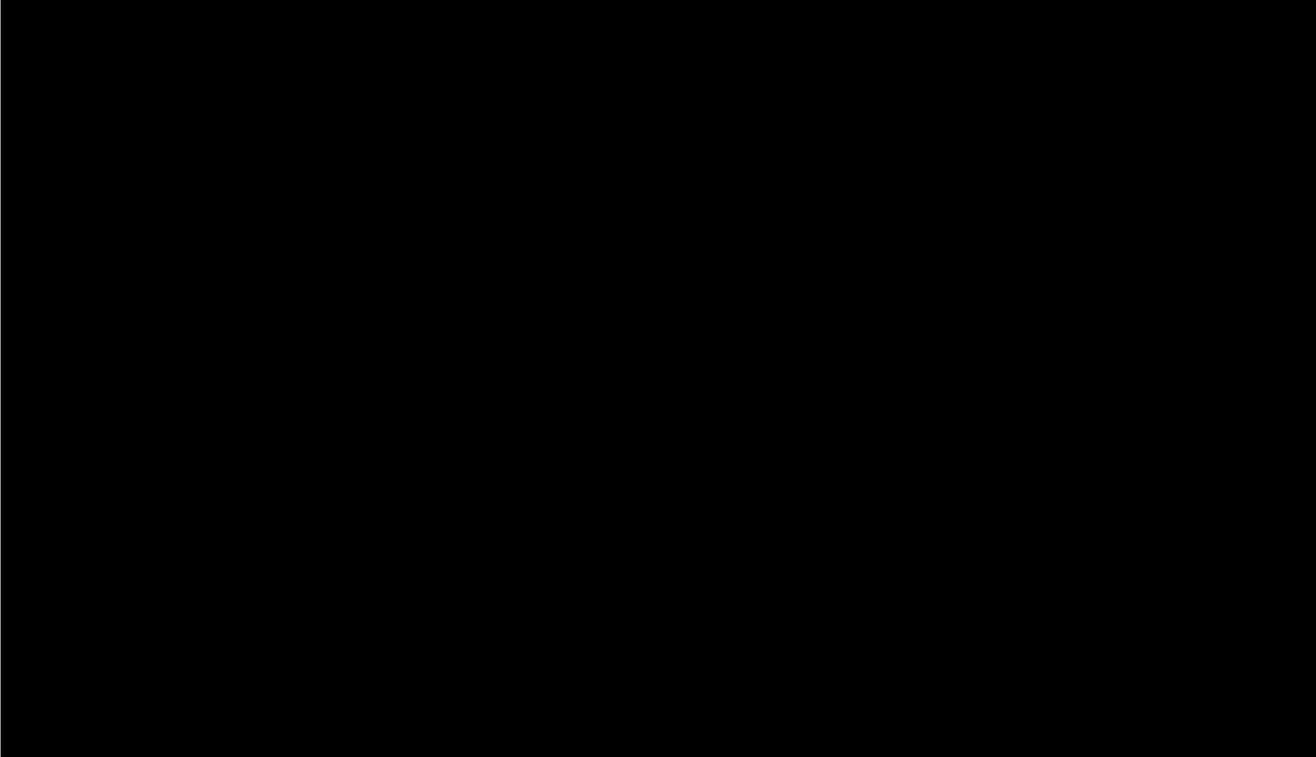
**2.0 Service Delivery-** (This Question is weighted 25% and worth 250 marks)

Question	Marks	Score	Reasoning
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**3.0 Safeguarding-** (This Question is weighted 10% and worth 100 marks)

Question	Marks	Score	Reasoning
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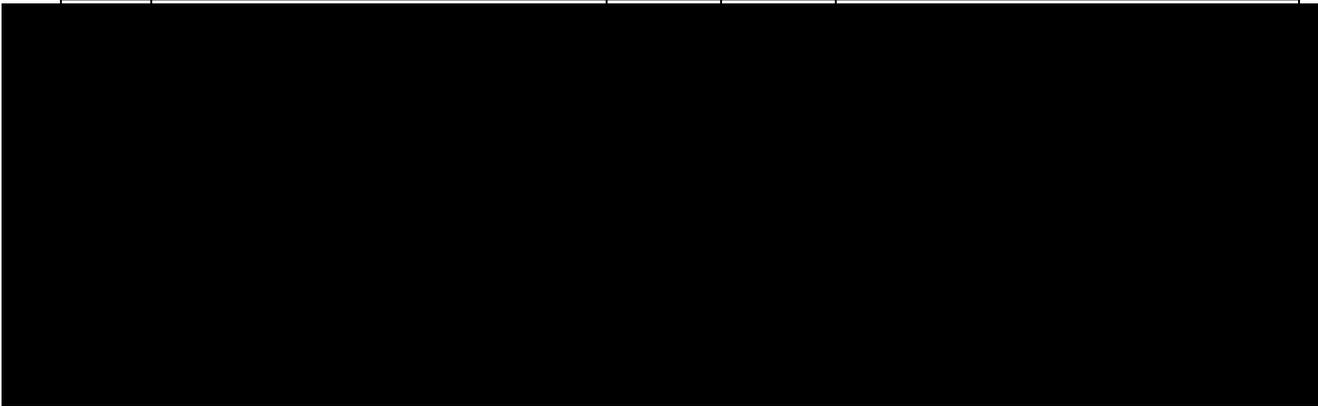
**4.0 Management and Auditing of the Service-** (This Question is weighted 5% and worth 50 marks)

Question	Mar ks	Score	Reasoning
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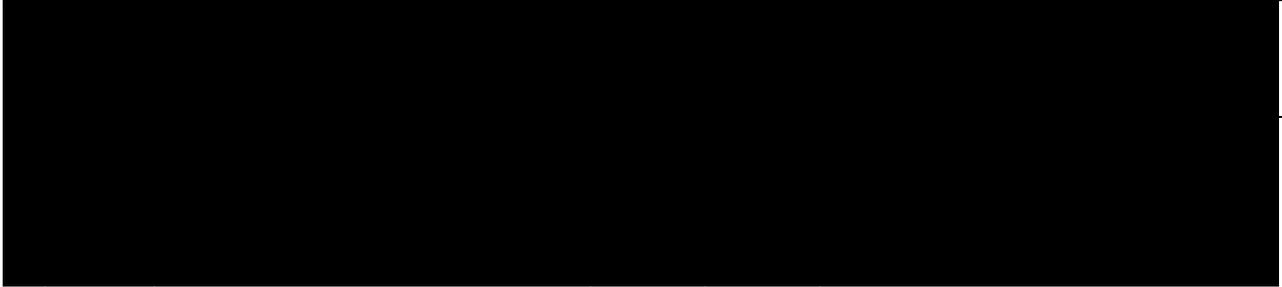
**5.0 Staff Induction and Training-** (This Question is weighted 5% and worth 50 marks)

Question	Marks	Score	Reasoning
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**6.0 Staff Recruitment-** (This Question is weighted 5% and worth 50 marks)

Question	Marks	Score	Reasoning
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We will be in touch with you again at the end of the standstill period.  
Yours faithfully



personal info

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
SY2 6ND

[REDACTED]  
Tendering and Development Officer-Creative Support  
5th Floor, Dale House  
35 Dale Street  
Manchester  
M1 2HF

Date: 10<sup>th</sup> June 2013

Dear Sirs

**EMC002 Learning Disabilities Residential Services CONTRACT  
SHROPSHIRE COUNCIL**

**SUBJECT TO CONTRACT**

I am pleased to inform you that, having received no notice of challenge during the mandatory standstill period that expired at midnight on Friday 7<sup>th</sup> June 2013, Shropshire Council proposes to accept your offer for the Proposed Contract as set out in our previous letter to you dated the 22<sup>nd</sup> May 2013.

The information provided by the invitation to tender documentation and your tender response will form the basis of this contract. This contract is subject to the General Terms and Conditions of Shropshire Council together with our invitation to tender documentation, copies of which you have already received and your tender response.

The contract will be for the period of three years with an option to extend for a further two years.

We will now have the form of agreement prepared for both parties to sign and this will be forwarded to you in due course to execute.

Please contact [REDACTED] to put in place arrangements for the transfer of the service soon as possible.

Yours faithfully

[REDACTED]  
Commissioning and Procurement