

UK-Shrewsbury: Health and social work services.

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Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom
Tel. +44 1743252992, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk
Contact: Procurement
Main Address: www.shropshire.gov.uk
NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: No.

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

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

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Health-and-social-work-services./2S3M6962K4>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <http://www.delta-esourcing.com/tenders/UK-title/2S3M6962K4> to the abovementioned address

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

Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <http://www.delta-esourcing.com/tenders/UK-title/2S3M6962K4>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: PMCV 010 - Healthwatch and Independent NHS Complaints Advocacy

Reference Number: PMCV 010

II.1.2) Main CPV Code:

85000000 - Health and social work services.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: Shropshire Council wishes to commission a local Healthwatch and a local Independent NHS Complaints Advocacy Service (IHCAS). Healthwatch and IHCAS will be offered as an integrated service. Bidders may submit a tender which proposes a sub-contracting arrangement for IHCAS. Shropshire Council is looking for proposals which recognise the benefits of an integrated Healthwatch and IHCAS or close operational links between Healthwatch and IHCAS which make the most efficient use of resources.

Total maximum funding available for Healthwatch and IHCAS will be £162,000 per annum. Bidders should indicate how the total funding is allocated to each element of the integrated service or how much they propose to allocate to IHCAS in the event of a sub-contracting arrangement. Shropshire Council will expect bidders to demonstrate and identify where efficiencies are gained through their proposed approach.

II.1.5) Estimated total value:

Value excluding VAT: 810,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: Shropshire Council wishes to commission a local Healthwatch and a local Independent NHS Complaints Advocacy Service (IHCAS). Healthwatch and IHCAS will be offered as an integrated service. Bidders may submit a tender which proposes a sub-contracting arrangement for IHCAS. Shropshire Council is looking for proposals which recognise the benefits of an integrated Healthwatch and IHCAS or close operational links between Healthwatch and IHCAS which make the most efficient use of resources.

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Healthwatch

Shropshire Council wishes to commission a local Healthwatch organisation in accordance with all relevant legislation and as summarised in the February 2014 guidance from Healthwatch England 'Understanding the Legislation: An overview of the legal requirements for local Healthwatch' Healthwatch Shropshire will be a body corporate which is a social enterprise and will use the Healthwatch trademark under licence from Healthwatch England in relation to its activities. Healthwatch Shropshire will be influential in the health and social care 'landscape' in Shropshire and will have productive relationships with a wide range of stakeholders across the county including, but not limited to, the local authority, health bodies, GP practices, patient and service user representative groups, service providers, voluntary & community groups and organisations and the general public. Healthwatch Shropshire will have mutually beneficial strategic and operational relationships with neighbouring local Healthwatch and other local organisations as appropriate. Opportunities will be sought to make the most efficient use of resources with other local Healthwatch, for example sharing expertise, intelligence and/or other resources.

IHCAS

Shropshire Council wishes to commission an Independent Health Complaints Advocacy Service (IHCAS) in accordance with all relevant legislation and will be client centred, providing a flexible service that empowers a person (complainant) who wishes to resolve a complaint about healthcare commissioned and/or provided by the NHS in Shropshire. IHCAS can also support a local person to resolve a complaint about health services commissioned and delivered by an NHS provider within another local area.

IHCAS will need to link closely to Local Healthwatch organisations, in particular Healthwatch Shropshire. Due to the close geographical links and shared NHS services, it is also important that the IHCAS for Shropshire shares learning with the IHCAS covering the Telford & Wrekin Council area. Applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Applicants are advised to seek their own legal advice in this regard.

II.2.5) Award criteria:

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

II.2.6) Estimated value:

Value excluding VAT: 810,000

Currency: GBP

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

Start: 01/04/2018 / End: 31/03/2023

This contract is subject to renewal: Yes

Description of renewals: 2 years

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic

catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds:

No

Identification of the project: Not provided

II.2.14) Additional information: Not provided

Section III: Legal, Economic, Financial And Technical Information

III.1) Conditions for participation

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

List and brief description of conditions:

See tender documentation.

III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation.

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

See tender documentation.

III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation.

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

See tender documentation.

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

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

The execution of the contract is restricted to the framework of sheltered employment programmes:

No

III.2) Conditions related to the contract

III.2.1) Information about a particular profession

Execution of the service is reserved to a particular profession

Reference to the relevant law, regulation or administrative provision:

See tender documentation.

III.2.2) Contract performance conditions

See tender documentation.

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

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

Section IV: Procedure

IV.1) Description OPEN

IV.1.1) Type of procedure: Open

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

The procurement involves the establishment of a framework agreement - NO

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

IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

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

The procurement is covered by the Government Procurement Agreement: No

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

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

Date: 13/12/2017

IV.2.4) Languages in which tenders or requests to participate may be submitted: English,
IV.2.6) Minimum time frame during which the tenderer must maintain the tender: Not Provided
IV.2.7) Conditions for opening of tenders:

Date: 13/12/2017

Time: 12:00

Place:

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND

Section VI: Complementary Information

VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 2 years

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

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

<https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Health-and-social-work-services./2S3M6962K4>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/2S3M6962K4>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

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

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

VI.4.2) Body responsible for mediation procedures:

Not provided

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

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

Shropshire Council

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

Tel. +44 1743252992

VI.5) Date Of Dispatch Of This Notice: 13/11/2017



13th November 2017

Tel: (01743) 252993

Fax: (01743) 255901

Email: procurement@shropshire.gov.uk

Dear Bidder

PMCV 010 – Provision of Shropshire Healthwatch and Independent NHS Complaints Advocacy

SHROPSHIRE COUNCIL

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

1. Instructions for Tendering
2. Draft Form of Contract incorporating:
 - a. Healthwatch Service Specification
 - b. Independent NHS Complaints Advocacy Service Specification
3. Tender Response Document (for completion)
4. TUPE Confidentiality Undertaking letter

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

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

Returning of Tenders

- The deadline for returning tenders is **noon on Wednesday 13th December 2017** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
 - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

personal info

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

Freedom of Information

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

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

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of 4th December 2017.

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

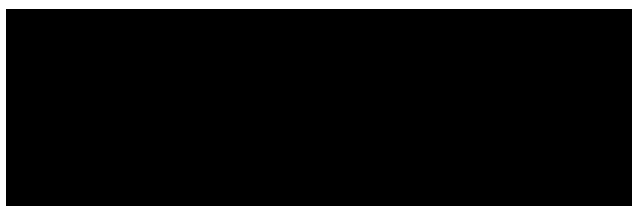
Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

TUPE information is available to all bidders. To obtain the same please complete the TUPE Confidentiality Undertaking enclosed and email a signed copy to procurement@shropshire.gov.uk.

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

If you have any queries relating to this invitation to tender, please contact me through email: procurement@shropshire.gov.uk .

Yours faithfully



Procurement Manager
Procurement & Contracts
Enc



INSTRUCTIONS FOR TENDERING

Ref: PMCV 010
**The provision of Shropshire
Healthwatch and Independent
NHS Complaints Advocacy**

Shropshire Council Instructions for tendering

Contract Description:

Our Requirements

Shropshire Council wishes to commission a local Healthwatch and a local Independent NHS Complaints Advocacy Service (IHCAS). Healthwatch and IHCAS will be offered as an integrated service. Bidders may submit a tender which proposes a sub-contracting arrangement for IHCAS. Shropshire Council is looking for proposals which recognise the benefits of an integrated Healthwatch and IHCAS or close operational links between Healthwatch and IHCAS which make the most efficient use of resources.

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

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1.0 Invitation to Tender

- 1.1 You are invited to tender for the provision of Shropshire Healthwatch and Independent NHS Complaints Advocacy Service as detailed in the Tender Response Document. The contract will be for an initial period of 3 years commencing on the **2nd April 2018** with the option to extend up to the 31st March 2023.
- 1.2 Tenders are to be submitted in accordance with the attached Shropshire Council Draft Form of Contract and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.2 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the Form of Contract and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

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

3.1.2 All documents requiring a signature must be signed;

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

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

3.2 Tender Preparation and Costs

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

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

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

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

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

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

3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt

regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

3.2.8 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

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

3.4 Warranty

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

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

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender and through the Council's Delta e-tendering portal. Tenders must be uploaded and submitted through Delta by the deadline of **noon, 13th December 2017**.

4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is

acceptable will be final.

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

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

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

5.0 Variant Bids

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

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

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

6.0 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') will 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 who are currently carrying out the work that is included in the Contract are included in the attachments 'PMCV 010 Healthwatch Staffing Information Anonymised' and 'PMCV 010 Shropshire IHCAS Staffing Information Anonymised'.

7.0 Tender Evaluation

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

presentations will be reviewed and scores previously awarded will be amended if necessary.

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

8.0 Clarifications

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

8.2 Any queries arising in relation to this invitation to tender should be raised through the Delta e-tendering portal quoting the contract reference and title.

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

8.4 All queries should be raised as soon as possible (in writing), in any event not later than **4th December 2017**.

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

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

9.0 Continuation of the Procurement Process

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

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

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

9.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered

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

10.0 Confidentiality

- 10.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- 10.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 10.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 10.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 10.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- 10.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- 10.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 10.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 10.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 10.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 10.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 10.5.4** the Tenderer is legally required to make such a disclosure.
- 10.6** The Council may disclose detailed information relating to the Invitation to Tender to

its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

10.7 Transparency of Expenditure

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

11.0 Freedom of Information

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

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

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

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

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

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

12.0 Disqualification

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

12.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 19 of the Council's Form of Contract relating to Prevention of Bribery 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 have been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

14.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers on the Contracts Finder UK website 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 Not Used

16.4 Not Used

16.5 Not Used

16.6 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract being **2nd April 2018**.

17.0 **Payment Terms**

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

18.0 **Liability of Council**

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

18.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

18.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

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

18.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

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

Declaration

20.0

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

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Dated.....20

BETWEEN

SHROPSHIRE COUNCIL

and

[add in legal entity of the Service Provider]

Contract Reference PMCV 010

FOR

SHROPSHIRE HEALTHWATCH AND INDEPENDENT NHS
COMPLAINTS ADVOCACY

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

NOW IT IS AGREED as follows:

DEFINITIONS

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

Associated Person	in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
Best Value	the requirement under section 3 of the Local Government Act 1999 for local authorities to secure continuous improvement.
Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Commencement Date	2 nd April 2018
Commercially Sensitive Information	comprises the information of a commercially sensitive nature relating to the Service Provider, its intellectual property rights or its business which the Service Provider has indicated to the Council in writing that, if disclosed by the Council, would cause the Service Provider significant commercial disadvantage or material financial loss;
Confidential Information	all information as defined by Clause 31.
Contract	means this agreement
Contracts Manager	the nominated officer of the Council authorised to oversee contractual arrangements in respect of the Service.
Data Protection Legislation	the Data Protection Act 1998, GDPR, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers

	Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner
Employment Checks	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks and disclosure and barring checks
Exempt Information	any information or class of information (including but not limited to any document, report, Contract or other material containing information) relating to this Contract or otherwise relating to the Parties to this Contract which potentially falls within an exemption to FOIA (as set out therein)
Expiry date	the later of the Initial Expiry Date or the last day of any agreed extension period further to clause 16 below or such other date as this Agreement is terminated in accordance with its terms
Financial Year	the period of 12 months from and including 1 st April in one year to the 31 st March in the next.
FOIA	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause.
FOIA notice	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner.
GDPR	Means the General Data Protection Regulations to be brought into effect in the UK from 25 th May 2018
Healthwatch England	Healthwatch England is a statutory committee of the Care Quality Commission (CQC) with a remit to provide national leadership, guidance and support to local Healthwatch

	organisations; to escalate concerns raised by local Healthwatch organisations to CQC; and to provide advice and information to local authorities, the Secretary of State, NHS Commissioning Board and NHS Improvement.
Information	has the meaning given under section 84 of the Freedom of Information Act 2000
Initial Expiry Date	Means 31 st March 2021
Initial Term	Means a period of three years commencing on the Commencement Date and ending on the Initial Expiry Date
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	The Health and Social Care Act 2012 ("the 2012 Act") and the Local Government and Public Involvement in Health Act 2007 ("the 2007 Act") as amended to make provisions about Local Healthwatch and regulations arising from that legislation and The NHS Bodies and Local Authorities Partnership Arrangements, Care Trusts, Public Health and Local Healthwatch) Regulations 2012 ("the 2012 Regulations")
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
Parties	the Service Provider and the Council and 'Party' shall mean either one of them
Payment	the amount payable by the Council to the Service Provider in accordance with this Contract as detailed in Clause 2
Performance Indicators	The performance indicators relating to this Contract issued by the Council from time to time and set out in Schedules 1 and 2
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998

Prohibited Act	<p>the following constitute Prohibited Acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act;</p> <p>(ii) under legislation creating offences concerning fraudulent acts;</p> <p>(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or</p> <p>(d) defrauding, attempting to defraud or conspiring to defraud the Council.</p>
Public body	as defined in the FOIA 2000
Receiving Party	means a party to this Contract to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
Regulatory Bodies	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
Regulated Activity	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
Relevant Transfer	means a relevant transfer for the purposes of TUPE

Request for Information	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
Service	the Service as described in the Specification and Schedules of this Contract
Specification	the Specification contained in the Schedules to this Contract
Staff	all employees, agents, consultants and contractors of the Service Provider and/or of any Sub-contractor paid or unpaid;
Sub-Contract	any contract or agreement, or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof
Sub-Contractor	the third parties that enter into a Sub-Contract with the Service Provider
Term	means the period commencing on the Commencement Date and expiring on the Expiry Date
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) and the Acquired Rights Directive
Working Days	Monday to Friday inclusive (not including national bank holidays)
Writing	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received EXCEPT with respect to Clause 9 (Notices) of this Contract where the term "Writing" does not include facsimile transmission or electronic mail with respect to the service or receipt of Notices.

INTERPRETATIONS

- 1 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.

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

WHEREAS:

- (A) The Council wishes to make provision for a Local Healthwatch organisation to be known as Healthwatch Shropshire and an Independent NHS Complaints Advocacy Service
- (B) The Service Provider has submitted a tender dated XXXXXX which has been accepted

by the Council

- (C) The Service Provider has the skills, background and experience in providing the Services required by the Council
- (D) The Service Provider is willing to provide the Services as defined below and the Council is willing to appoint the Service Provider to provide the Services in accordance with the provisions of this Contract

1 CONTRACT AND TERM

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

3 COMPLIANCE

- 3(a) The Council undertakes to:
 - 3(a)(i) make the Payments to the Service Provider in accordance with Clause 2
 - 3(a)(ii) liaise with the Service Provider regarding the provision of the Service where appropriate.
 - 3(a)(iii) Save as provided in this Contract, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is

provided to the Service Provider by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

- 3(b) The Service Provider undertakes to comply with the following in the provision of the Service:
- 3(b)(i) provide the Service in accordance with the Specification and with all due diligence care and skill expected of a suitable and experienced provider of such services
 - 3(b)(ii) ensure that no aspect of the Service funded by the Payment is or appears to be party political in intention use or presentation
 - 3(b)(iii) Not Used
 - 3(b)(iv) the Safeguarding adults: multi-agency policy and procedures for the West Midlands and the local safeguarding procedures as prescribed by Shropshire's Safeguarding Children Board (SSCB)
 - 3(b)(v) Not Used
 - 3(b)(vi) all equal opportunities legislation and anti-discriminatory practices including those identified in Clause 29 Equalities
 - 3(b)(vii) ensure that Staff and Subcontractors are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request
 - 3(b)(vii) the Data Protection Legislation
 - 3(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 people's rights under the Act.
 - 3(b)(ix) the principles of Best Value
 - 3(b)(x) the Health and Safety at Work Act 1974 and any relevant health and safety regulations approved codes of practice and HSE guidance
 - 3(b)(xi) Not Used
 - 3(b)(xii) The Services shall only be performed/delivered by the Service Provider unless otherwise agreed in writing between the Parties
 - 3(b)(xiii) The Service Provider shall provide the Services in accordance with the Legislation and all current and relevant statutory provisions, regulations or other legislation from time to time in force relating to the provision of the Services
 - 3(b)(xiv) The Service Provider shall during the Term ensure that every person employed

- by the Service Provider in the provision of the Services is properly trained and instructed with regard to his/her tasks in relation to the Services
- 3(b)(xv) before the Service Provider engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Service Provider must without limitation, complete the Employment Checks
- 3(b)(xvi) The Service Provider shall carry out its own risk assessments relevant to the Services
- 3(b)(xvii) The Service Provider shall have a written procedure for dealing with complaints about the Service in accordance with clause 38 hereof
- 3(b)(xviii) The Service Provider agrees that where requested in writing during the term of this Contract it will ensure that an appropriately authorised representative of the Service Provider shall attend a Committee meeting of the Council upon being invited to do so by the Council at its own cost
- 3(b)(xix) In performing his obligations under this Agreement, the Contractor shall and shall ensure that each of its sub-contractors shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015
- 3(c) Prior to the engagement by the Service Provider of any staff or sub-contractor engaged to provide any part of the Services where such individuals will have contact with children up to the age of eighteen years old or where the performance of the Services may involve contact with vulnerable adults (as defined in the Safeguarding Vulnerable Groups Act 2006) the Service Provider shall procure in respect of all staff or potential staff or other persons intended to perform any part of the Services:
- 3(c)(i) that each person being considered for engagement be questioned as to whether he/she has any convictions; and
- 3(c)(ii) that the results of a Disclosure and Barring Service (DBS) check of the most extensive available kind is obtained in accordance with Part V of the Police Act 1997 (as amended) and that each DBS check should include a search of the list held pursuant to the Protection of Children Act 1999 where the performance of the Service may involve contact with children and/or Safeguarding Vulnerable Groups Act 2006 where the performance of the Service may involve contact with vulnerable adults.
- 3(c)(iii) that a copy of the DBS check results are notified to the Council
- 3(d) The Parties agree that there shall be, on dates to be agreed, regular informal reviews of the progress of the development of the Services between the Service Provider and

- the Council to ensure that the Outcomes/Performance Indicators are being achieved.
- 3(e) In the event that an informal review reveals that Outcomes/Performance Indicators are not being met, a formal Review meeting shall take place between the Parties upon 14 days written notice being given to the Service Provider by the Council
- 3(f) The Review meeting shall record in writing any amendments to the Outcomes/Performance Indicator agreed between the Council and the Service Provider.
- 3(g) Where following a Review, the Council acting reasonably determines that the Service Provider has not met the Outcomes/Performance Indicators the Council may:
- 3(g)(i) serve the Service Provider with a written notice ("Notice") within one month of the Review meeting specifying which of the Outcomes/Performance Indicators it considers that the Service Provider has not met or failed to achieve and giving the Service Provider one calendar month from the date of the Notice to remedy the failure
- 3(g)(ii) if after one calendar month from the date of the Notice the Service Provider has failed to remedy the failure specified in the Notice then this will be considered to be a breach of the terms of this Contract and the Contract may be terminated in accordance with the provisions contained in clause 16 herein
- 3(g)(iii) The Council shall take into account any verbal or written representations made by the Service Provider before proceeding to take any action to terminate this Contract pursuant to this clause.
- 3(h) Not Used
- 3(i) Not Used
- 3(j) Not Used
- 3(k) Not Used
- 3(l) Not Used
- 3(m) The Service Provider warrants that:
- 3(m)(i) it has full capacity and authority to enter into this Contract
- 3(m)(ii) it has obtained all necessary and required licences, consents and permits to provide the Services
- 3(m)(iii) it shall be responsible for all costs, fees, expenses and charges for training necessary or required for the Staff to perform the Services
- 3(m)(iv) that none of its current Directors have been involved in liquidation or receivership or have any criminal convictions
- 3(n) The Service Provider acknowledges and confirms that:
- 3(n)(i) it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it

- considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;
- 3(n)(ii) it has received all information requested by it from the Council pursuant to sub-clause 3(n)(i) to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;
- 3(n)(iii) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to sub-clause 3(n)(ii);
- 3(n)(iv) it has raised all relevant due diligence questions with the Council before the Commencement Date; and
- 3(n)(v) it has entered into this Contract in reliance on its own diligence
- 3(n)(vi) as at the Commencement Date, the Service Provider warrants and represents that all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Contract AND shall promptly notify the Council in writing if it becomes aware during the performance of this Contract of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services
- 3(n)(vii) The Service Provider shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Service Provider in accordance with sub-clause 3(n)(vi) save where such additional costs or adverse effect on performance have been caused by the Service Provider having been provided with fundamentally misleading information by or on behalf of the Council and the Service Provider could not reasonably have known that the information incorrect or misleading at the time such information was provided.

4 VARIATION

- 4(a) This Contract may only be varied by consent of both of the Parties and any such variation must be in writing and signed by an authorised officer from the Service Provider and an appropriately authorised officer of the Council authorised under the Council's Constitution and it must be annexed to this Contract and shall record the date from which the agreed variation shall have effect.

4(b) The Service Provider will not enter into any negotiations either directly or indirectly with any Third Party the effect of which would be to vary or amend the terms of this Contract without the prior written agreement of the Council.

5 NOT USED

6 VAT

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

7 AGENCY

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

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

8 ACCOUNTING

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

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

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

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

9 NOTICES

9(a) The Service Provider shall comply with and give any Notices required under the Contract or required by any Act of Parliament any instrument rule or order made under

any Act of Parliament or any regulation or by-law of any local authority which may have jurisdiction in respect of the Service Provider.

- 9(b) Any Notice under this Contract must be in Writing and can only be sent by:
- 9(b)(i) recorded delivery post or
 - 9(b)(ii) personal delivery
- 9(c) The Service Provider's address for the purpose of delivery of a Notice is as set out above and all Notices sent to the Service Provider under this Contract must be sent to the Service Provider's **[add in Job Title]**.
- 9(d) The Council's address for the purpose of delivery of a Notice is Director of Public Health at Shirehall Abbey Foregate Shrewsbury SY2 6ND and a separate copy must also be sent to the Council's Commissioning Development Manager Shirehall Abbey Foregate Shrewsbury SY2 6ND.
- 9(e) All such Notices if delivered by hand shall be deemed to be served immediately and if posted shall be deemed to have been served two days after the date when posted unless the party upon whom the Notice was purported to be served has informed the serving party within 24 hours of partial receipt that the Notice was not received in full.

10 BREACH

- 10(a) In the event that the Service Provider is in breach of his obligations under this Contract then the Council shall serve a Notice requiring the Service Provider to take such action as the Council deems necessary to remedy the breach upon the terms and within the time stipulated in the Notice.
- 10(b) The following obligations are conditions of this Contract and any breach of them shall be deemed a fundamental breach which shall determine this Contract immediately by the giving of a written Notice:
- 10(b)(i) Failure to comply with a Notice to remedy a breach pursuant to clause 10(a)
 - 10(b)(ii) Assignment by the Service Provider of any of his obligations under this Contract without the prior written consent of the Council
 - 10(b)(iii) If the Service Provider was convicted of any offence the effect of which under the provisions of any legislation would prevent the Council from contracting with him or maintaining any existing contractual relationship
 - 10(b)(iv) If the Service Provider is issued with a Notice from the Health and Safety Executive or Registration Body prohibiting it from operating.

11 PREVENTION OF BRIBERY

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

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

- 11(e)(ii) with the actual knowledge of any one or more of the directors of the Service Provider or the Sub- Service Provider (as the case may be); or
- 11(e)(iii) in circumstances where any one or more of the directors of the Service Provider ought reasonably to have had knowledge.
- 11(f) Any notice of termination under clause 11(e) must specify:
- 11(f)(i) the nature of the Prohibited Act;
 - 11(f)(ii) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - 11(f)(iii) the date on which this Contract will terminate.
- 11(g) Despite clause 14 (Disputes), any dispute relating to:
- 11(g)(i) the interpretation of clause 11; or
 - 11(g)(ii) the amount or value of any gift, consideration or commission, shall be determined by the Council and its decision shall be final and conclusive.
- 11(h) Any termination under clause 11(e) will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

12 INSURANCE

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

- 12(d) The Service Provider shall hold and maintain the insurances required under this Contract for a minimum of 6 years following the expiration or earlier termination of this Contract
- 12(e) The Service Provider warrants that it has complied with this clause 12 and shall provide the Council with certified copies of the relevant policy documents (including any warranties or exclusions) together with receipts or other evidence of payment of the latest premiums due under those policies prior to the commencement of this Contract and annually thereafter during the Term.
- 12(f) The Service Provider shall:
- (a) do nothing to invalidate any insurance policy
 - (b) notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change
- 12(g) For the avoidance of doubt, the terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under this Contract.
- 12(h) Where the minimum limit of indemnity required in relation to any of the insurances is specified as being "in the aggregate":
- 12(h)(i) if a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Service Provider shall immediately submit to the Council:
- a) details of the policy concerned; and
 - b) its proposed solution for maintaining the minimum limit of indemnity specified; and
- 12(h)(ii) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Service Provider shall:
- a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; or
 - b) if the Service Provider is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Council full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

13 INDEMNITY

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

14 NOT USED

15 INTELLECTUAL PROPERTY

- 15(a) In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Service Provider or any employee, agent or subcontractor of the Service Provider:
- 15(a)i in the course of performing the Services; or
 - 15(a)ii exclusively for the purpose of performing the Services, shall vest in the Council on creation.
- 15(b) Unless stated expressly in writing in this Contract, neither Party will acquire any ownership interest in or licence of the other's Intellectual Property by virtue of this

Contract

- 15(c) The Service Provider shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.
- 15(d) This provision shall survive the expiration or termination of the Contract

16 EXTENSION AND TERMINATION

- 16(a) Unless terminated in accordance with this Clause or Clause 10 or 11 this Contract will remain in force during the Term. The Council may in its absolute discretion extend the duration of this Contract by a further period of up to two years commencing from the day after the Initial Expiry Date and must inform the Service Provider in Writing of its intention to extend the Contract at least 3 months before the Initial Expiry Date. In the event that the Council exercises its right to extend the duration of this contract, the terms of this Contract shall apply to the extended period. For the avoidance of doubt the maximum period that this Contract may be extended is two years from the Initial Expiry Date.
- 16(b) This Contract may be terminated prior to the Expiry Date in the following circumstances:-
- 16(b)(i) by either the Council or the Service Provider by giving 6 months' Notice in Writing to the other party
- 16(b)(ii) by the Council if in the reasonable opinion of the Council it is no longer practicable to maintain a satisfactory or viable relationship with the Service Provider because the Service Provider or its Staff have acted unlawfully or fraudulently or there has been a serious breakdown of mutual trust between the Parties
- 16(b)(iii) by the Council if the Service Provider becomes the subject of a voluntary arrangement under section 1 Insolvency Act 1986 or is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; has a receiver manager administrator or administrative receiver appointed over all or any parts of its undertaking assets or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up or for an administration order; or if any dstraint execution or other process is levied or enforced on any property of the other and is not paid out withdrawn or discharged within 14 days.

- 16(b)(iv) by either Party if the other Party commits a material breach of this Contract and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Contract.
- 16(b)(v) by either Party where the other Party commits a series of minor breaches which, when taken together, amount to a material breach;
- 16(b)(vi) by either Party where the other Party commits a material breach of this Contract which cannot be remedied under any circumstances;
- 16(b)(vii) by the Council forthwith by notice where the Service Provider commits a material breach as a result of a failure to comply with a Notice issued in accordance with clause 10 (Breach)
- 16(b)(viii) by either Party where the other Party ceases to carry on its business or substantially the whole of its business;
- 16(c) in the event of this Contract being terminated at any time prior to the Expiry Date for any reason then the Council's obligations under Clause 2 (Payment) will cease no further Payment will be made and the Service Provider shall repay to the Council all (if any) of the Payment already received (after the liabilities of the Service Provider in the provision of the Service in accordance with this Contract have been met).
- 16(d) Not Used
- 16(e) If the Contract is terminated as provided by Clause 10 (Breach) or 11 (Prevention of Bribery) or 16 (Extension and Termination) above the Council shall:
- 16(e)(i) cease to be under any obligation to make further Payment until the cost loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows a sum or sums due to the Service Provider;
- 16(e)(ii) be entitled to make other arrangements and if necessary pay other persons to provide the Services
- 16(e)(iii) be entitled to deduct from any sum or sums which would have been due from the Council to the Service Provider under this Contract or be entitled to recover the same from the Service Provider as a debt any loss or damage to the Council resulting from or arising out of the termination of this Contract and further such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating this Contract and in making alternative arrangements for the provision of the Services provided that the Council will be under a duty to take all reasonable action to mitigate the loss

or damage pursuant to this clause.

16(f) Not Used

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

17 CONSEQUENCES OF TERMINATION

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

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

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

17(d) Notwithstanding its obligations in this clause 17, if a Party is required by law, regulation, or government or regulatory body to retain any documents or materials containing the other Party's Confidential Information, it shall notify the other Party in writing of such retention, giving details of the documents and/or materials it must retain.

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

18 DISPUTES

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

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

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

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

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

20 FORCE MAJEURE

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

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

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

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

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

21 WAIVER

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

22 SEVERANCE

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

23 LAW

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

24 THIRD PARTY RIGHTS

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

25 REMEDIES CUMULATIVE

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

26 CONCLUSION OF CONTRACT

Upon the expiry or termination of this Contract and upon the Council's request the Service Provider must give an officer of the Council or any person the Council specifies copies of all data information files records documents and the like (in whatever form that they may be held)

which the Council earlier supplied to the Service Provider for the purposes of this Contract or which were produced or augmented by the Service Provider in connection with the carrying out of obligations under this Contract.

27 SUSTAINABILITY

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

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

The Parties acknowledge their respective duties under the FOIA and EIR and must give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

29 TUPE

The Parties agree that the provisions of Schedule 4 shall apply to any Relevant Transfer of staff under this Contract

30 EQUALITIES

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

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

31 CONFIDENTIAL INFORMATION

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

31(b) The Service Provider shall at all times keep confidential all information held or known in respect of persons about whom Confidential Information is held.

31(c) The Service Provider shall not mention the Council's name in connection with this Contract or disclose the existence of the Contract in any publicity material or other similar communication to third parties without the Council's prior consent in writing.

31(d) Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

31(d)(i) treat the other Party's Confidential Information as confidential; and

31(d)(ii) not disclose the other Party's Confidential Information to any other person without the owner's prior written consent

31(e) Clause 31(d) shall not apply to the extent that:

31(e)(i) such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information

31(e)(ii) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner

31(e)(iii) such information was obtained from a third party without obligation of confidentiality

31(e)(iv) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract

31(e)(v) it is independently developed without access to the other party's Confidential Information.

31(f) The Service Provider may only disclose the Council's Confidential Information to the Service Provider's Staff who are directly involved in the provision of the Service and

who need to know the information, and shall ensure that such Service Provider's Staff are aware of and shall comply with these obligations as to confidentiality.

- 31(g) The Service Provider shall not, and shall procure that the Service Provider's Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Contract.
- 31(h) The Service Provider shall ensure that its employees and agents are aware of and comply with Clause 31 and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by the Service Provider, its employees or agents.
- 31(i) The Service Provider shall ensure that its employees and agents are aware of and comply with paragraph 9 Schedule 3 Service Standards and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- 31(j) The Service Provider its Staff and any person employed or engaged by the Service Provider in connection with this Contract shall:
- 31(j)(i) only use the Confidential Information for the purposes of this Contract
 - 31(j)(ii) not disclose any of the Confidential Information to any third party without the prior written consent of the Council which consent the Council shall be absolutely entitled to refuse
 - 31(j)(iii) not use the Confidential Information for the solicitation of business from the Council
- 31(k) Nothing in this Contract shall prevent the Council from disclosing the Service Provider's Confidential Information:
- 31(k)(i) to any consultant, contractor or other person engaged by the Council
 - 31(k)(ii) for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council.
- 31(l) The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Service Provider's Confidential Information is disclosed pursuant to this Contract is made aware of the Council's obligations of confidentiality.

31(m) The provisions of this Clause shall survive the expiration or termination of this Contract

32 NOT USED

33 DATA PROTECTION ACT 1998

The Service Provider, its agents and servants will at all times observe the Data Protection Legislation and honour the confidentiality of any data supplied by the Council for the

performance of this Contract and in so far as such data constitutes Personal Data within the meaning prescribed by the Data Protection Act 1998 will at all times comply fully with the Data Protection Act principles relative thereto and will at all times indemnify fully the Council from and/or against any cause or action which may be brought against the Council consequent to any breach or non-observance by the Service Provider, its agents and servants.

34 NOT USED

35 NOT USED

36 AGREEMENT STATUS AND TRANSPARENCY

36 (a) Further to the Local Government Transparency Code 2015 the Council is obliged to publish details of expenditure exceeding £500. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract and any associated tender documentation provided by the Service Provider (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Contract or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.

36(b) Notwithstanding any other term of this Contract, the Service Provider hereby gives his consent for the Council to publish this Contract and the Tender Submission in its entirety, including from time to time agreed changes to the Contract, to the general public.

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

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

37 NOT USED

38 COMPLAINTS

38(a) The Service Provider shall operate a complaints procedure in respect of any services or works provided under this Contract to deal with any complaint received about the standard of services or the manner in which any services have been supplied or work has been performed or any other matter connected with the performance of the Service Provider's obligations under this Contract ("the Complaints Procedure"). For the avoidance of doubt any complaint or issue that the Council has in respect of the Service Provider's performance of this Contract shall be dealt with in accordance with the remainder of this Contract.

- 38(b) The Service Provider's Complaints Procedure shall comply with applicable Law and the requirements of any regulatory body to which the Service Provider is subject or which are applicable to the service being provided (including any change in such requirements) and shall meet the following minimum standards:
- 38(b)(i) is easy for complainants to access and understand
 - 38(b)(ii) clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;
 - 38(b)(iii) provides confidential record keeping to protect employees under this Contract and the complainant
 - 38(b)(iv) provides information to the Service Provider's management so that services can be improved
 - 38(b)(v) provides effective and suitable remedies
 - 38(b)(vi) is regularly monitored and audited and which takes account of complainant and Council feedback
- 38(c) The Service Provider shall inform any person using the services provided under this Contract of the existence of the complaints procedure and how to access it and will make its Complaints Procedure available on request.
- 38(d) The Service Provider shall investigate and deal with any complaints it receives about the Services, whether direct from the public, or referred to it by the Council, in accordance with its published complaints procedure. The Service Provider shall and the Service Provider within ten Working Days
- 38(e) The Service Provider in complying with clause 38(d) shall ensure that:
- 38(e)(i) it promptly, and within a maximum of 10 days of receiving the complaint, notifies the complainant that the Service Provider is dealing with the complaint
 - 38(e)(ii) under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.
 - 38(e)(iii) someone who is independent of the matter complained of carries out the investigation
 - 38(e)(iv) the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Service Provider's investigations
 - 38(e)(v) it deals with the complaint fully, expeditiously and fairly and shall use its reasonable endeavours to resolve the complaint within ten Working Days of receiving the complaint

- 38(e)(vi) where a complaint is received by the Service Provider relating to the policy or decisions of the Council rather than the Service Provider's delivery of its obligations under this Contract, the Service Provider shall promptly, and within two Working Days, refer the complaint to the Council for investigation.
- 38(f) The Service Provider shall ensure that all its employees and persons employed under this Contract are made aware of its Complaints Procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 38(g) The Service Provider shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council within 5 Working Days of being requested or at 12 monthly intervals in any event.
- 38(h) Where the Council is investigating a complaint the Service Provider is required to participate fully in all investigations within the timescales requested by the Council.
- 38(i) The Service Provider should note that if a complaint is made to the Council by a third party relating to the services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Service Provider to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Service Provider the Service Provider shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

39 NOT USED

40 SAFEGUARDING

- 40(a) Where the Service or activity being undertaken in this Contract is a Regulated Activity the Service Provider shall:
- 40(a)(i) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
- 40(a)(ii) monitor the level and validity of the checks under this clause 40(a) for each member of the Service Provider's Staff.
- 40(b) The Service Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of a Service or activity that is a Regulated Activity is

barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

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

41 COUNTERPARTS

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

42 ENTIRE AGREEMENT

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

43 CONFLICT OF TERMS

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

44 EMERGENCY PLANNING

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

**SCHEDULE 1
HEALTHWATCH SERVICE SPECIFICATION**

1	Service Specification
1.1	Title of Service Healthwatch Shropshire
1.2	Context
	<p>The Health and Social Care Act 2012 established Healthwatch as the independent consumer champion for both publicly funded health and social care.</p> <p>Local Healthwatch goes to the heart of the government’s ambition for a health and care service that is centred on patients and users. Local Healthwatch gathers people’s (whether current users of services or not) views on, and experiences of, the health and social care system. In this way, the local community view from service users, carers and citizens will have real influence on those who commission and provide services. This can help them to be more responsive to what matters to service users and the public, and to design services around their needs.</p> <p>Healthwatch Shropshire, through its membership of the Health and Wellbeing Board, will bring forward the views and experiences of local people to make a key contribution to the preparation of the statutory Joint Strategic Needs Assessment and Health and Wellbeing Strategy on which local commissioning decisions will be based. This ensures that, through Healthwatch Shropshire, local people have much more influence on decision-making and makes public engagement a key influencer on the strategic planning of health and care services from the start.</p> <p>In addition, Healthwatch Shropshire will provide advice and information about access to local health and care services. This will enable people to take more control of their own health, treatment and care, and understand and use the increased choices available to them.</p> <p>Healthwatch Shropshire will cover the administrative area of Shropshire Council and will be embedded and fully networked into Shropshire communities and will provide people with a single point of contact.</p> <p>Healthwatch Shropshire will be part of a system rooted in local experience, harnessing the expertise of the public, community and voluntary sectors and</p>

	others at the local level, particularly those working with people and groups who have a difficult time getting their voice(s) heard.
1.3	<p>Key Attributes</p> <p>Healthwatch Shropshire will be:</p> <ul style="list-style-type: none"> • Independent - people tell us that it is important that Healthwatch Shropshire must be seen as being independent from the council and health and social care services and will be a free-standing body which is respected for its independence and trusted by residents and stakeholders. • Influential – able to clearly demonstrate how it makes an impact on the local commissioning of health and social care in order to improve outcomes • Transparent – operates openly and involves the public in decision-making • Clearly recognised – a body with a clear identity which is strong and distinctive from existing local organisations. It will embrace and utilise the Healthwatch brand and identity • Knowledgeable – a range of experience and expertise in health and social care amongst staff, board members and volunteers • Credible – local people, commissioners and partners are able to trust the reliability of information, the ability to influence and the evidence underpinning its work • User-focused – relentlessly championing the voice of the patient and service user in the health and social care system • Inclusive – an organisation which finds ways to work with the many different patient and service user representative groups across the Shropshire Council area • Well-connected and networked – able to maintain strong relationships with a variety of local and regional statutory, voluntary and provider organisations; able to signpost people to good quality information to help them make choices about health and social care; with access to established networks to gather comprehensive patient and service user views. • Evidence based – a body which uses good evidence to underpin its priorities, inform its reports and target its efforts • Competent – an organisation that can demonstrate the relevant skills and competencies amongst its board, staff and volunteers required to deliver its functions

	<ul style="list-style-type: none"> • Flexible – an organisation which can work in partnership with key decision-makers (including Shropshire Council, Shropshire County Clinical Commissioning Group, the Health and Wellbeing Board and other bodies at strategic level) while still being able to listen to individual patient concerns, represent them effectively, and challenge those same decision-making bodies when necessary. • Self-aware – an organisation which actively seeks feedback on its own performance and critically assesses its strengths and weaknesses. • Accountable – working to a clear vision, purpose and set of standards against which commissioners and the residents it serves can appreciate its success. • Good value for money – an organisation that makes the best and most efficient use of its resources by seeking to avoid duplication with other bodies in the local authority area, maximising opportunities for collaborative working with others both inside and outside the local authority area and, where possible, working creatively with them to deliver the most cost effective solutions to achieve its chosen priorities.
1.4	Governance
	<p>Healthwatch must be a body corporate that is a social enterprise operating for the benefit of the community.</p> <p>Healthwatch will have appropriate governance arrangements that ensure:</p> <ul style="list-style-type: none"> • Impartial decision making to direct Healthwatch priorities and activities that is independent from other interests and prevents undue influence from any other organisation (including statutory bodies) or individuals. This includes influence from within the ‘body corporate’ described above (if it has any other interests apart from Healthwatch) • The involvement of lay members and volunteers • Its primary purpose is not political • It holds meetings in public (except where there are legitimate reasons to meet in private on specific occasions) • It makes demonstrable efforts to ensure involvement of people from across Shropshire, including under-represented groups • It uses the intelligence it gathers to inform future priorities • It publishes and updates its priorities/action plan not less than once a year <p>Healthwatch must issue clear and consistent role/job descriptions for Board Members, Chair and Chief Officer to provide clarity and avoid overlap or conflicting responsibilities. This should be supported by regular business meetings between the Chair and Chief Officer.</p> <p>In order to be effective the Healthwatch Shropshire Board should strive to appoint board members:</p> <ul style="list-style-type: none"> • Strong and effective leadership (Chair of the Board) • With adequate time and ability to invest in the organisation

	<ul style="list-style-type: none"> • Whose values and goals are aligned with those of the organisation and have a balance of personalities • With diverse and relevant areas of expertise and experience (including legal and financial management) that can provide a range of insights and perspectives and are complementary to the activities of Healthwatch Shropshire and the wider skills of the operational Healthwatch team • Who have connections with key stakeholder groups that Healthwatch Shropshire seeks to engage and influence
1.5	Skills and Competencies
	<p>Skills, competencies and experience for key Healthwatch Shropshire staff, volunteers and representatives include, but are not limited to:</p> <ul style="list-style-type: none"> • Good leadership and management skills (Chief Officer) • Good communicators – the ability to communicate with people and organisations at all levels • Good analytical skills • Good awareness of health and social care issues, both nationally and locally, and how public involvement can best be harnessed • Good financial awareness • Good strategic awareness and the ability to keep up to date with legislation, national and local strategies • The ability to represent other people and groups effectively and fairly • The ability to develop or maintain a high profile on issues related to health and social care
1.6	Who is Healthwatch Shropshire for?
	<p>Healthwatch Shropshire is for anyone who is entitled to access health or social care services (both adults and children) in the Shropshire Council administrative area or anyone who cares for or represents anyone who has access to health or social care services in Shropshire.</p> <p>Healthwatch Shropshire has a duty to assist local health and social care commissioners and providers, and other community stakeholders, by providing feedback, research, and information on local people's views and experiences of health and social care, to improve services.</p>
1.7	Who is Healthwatch accountable to?
	<p>Healthwatch Shropshire will be accountable to:</p> <ol style="list-style-type: none"> 1. Local service users and resident taxpayers in the local authority area 2. Shropshire Council as commissioner in terms of value for money, contract responsibilities, quality, performance and outcomes 3. Healthwatch England in terms of quality standards

	<p>Tools available to Local Healthwatch for ensuring accountability include but are not limited to:</p> <ul style="list-style-type: none"> • an annual meeting, open and accessible to local stakeholders/ members • an annual report as detailed below • audited accounts available for public inspection
1.7	Access to Healthwatch Shropshire
	<p>Healthwatch Shropshire will be accessible to all across the Shropshire Council administrative area and will actively seek the views and experiences of local people, including those people who find it difficult to engage and to be engaged, using multiple communications platforms including established media and outlets and innovative techniques. Through ongoing consultation and dialogue the most effective methods of enabling broad access to Healthwatch Shropshire will be utilised. These will include but not be limited to:</p> <ul style="list-style-type: none"> • Website and other Digital/ Online Services (including access to surveys) • Social networking techniques and media • Telephone (including out of hours contacts and information where considered appropriate) • Office Accommodation • Community-based outreach including attendance at events and activities arranged by other organisations • Leaflets, advertising, other media • Mail Address <p>Healthwatch Shropshire will make full use of existing and well-established information and support systems, community networks, community assets, existing infrastructure, etc.</p>
2	Service Delivery
2.1	Functions
	<p>Healthwatch Shropshire will carry out its functions in accordance with relevant legislation, regulations and guidance. This includes:</p> <ul style="list-style-type: none"> • Health and Social Care Act 2012 (“the 2012 Act”) • Local Healthwatch Regulations 2013 • Local Government and Public Involvement in Health Act 2007 (“the 2007 Act”) • The Care Act 2014 • NHS Bodies and Local Authorities (Partnership Arrangements, Care Trusts, Public Health and Local Healthwatch) Regulations 2012 (Regulations 35, 38, 40, 42 & 43)

- The Public Bodies (Admission to Meetings) Act 1960, as amended by Section 189 of the Health and Social Care Act 2012
- The Local Authorities (Public Health Functions and entry to Premises by Local Healthwatch Representatives) Regulations 2013

Function 1 – Providing advice and information about access to services and support for making informed choices:

- Have a clear ‘whole-system’ view of the health and social care ‘landscape’ in Shropshire
- Understand how local people prefer to seek and receive information; that information is up to date, relevant, impartial and accurate; and that people can have access to this information regardless of background, disability, age, etc
- Work collaboratively with providers of information and advice in Shropshire to identify issues and trends, including identifying gaps in the information available about health and social care services.
- Have access to, capacity to provide and analytical capacity for currently available information e.g. NHS Choices, Shropshire Choices
- Develop the availability of good quality information in the formats that people want and in the places that people go and make best use of partnerships and collaboration to achieve this
- Identify local people who contact Healthwatch who may benefit from information and/or advice about health and social care services, and either sign-post or refer them to information and advice providers in a prompt and timely manner, taking account of the person’s individual access requirements.
- Record details of sign-posting or referrals for information and/or advice about health and social care services. Monitor this data to help detect patterns or emerging issues that may require further investigation.

Function 2 – Making the views and experiences of people known to Healthwatch England (HWE) and provide a steer to help it carry out its role as national champion:

- Have a process for timely two-way information flows and clarity of accountability between HWE and Healthwatch Shropshire
- Ensure information requirements of HWE are met and that local intelligence gathering systems complement those established by HWE

- Have robust processes and protocols for sharing information relevant to wider health and social care issues with HWE and other local Healthwatch organisations
- Participate in national or regional pieces of work where they help meet local priorities and/or benefit local people
- Act on feedback received from HWE

Function 3 – Recommending investigation or special review of services via HWE or direct to the Care Quality Commission:

- Have robust processes in place for recommending investigation or special review of services
- Ensure that urgent concerns are escalated effectively and promptly
- Work to NHS Constitution (Health) and ‘Think Local, Act Personal’ (Social Care)
- Ensure that urgent concerns relating to safeguarding of individuals are escalated appropriately in accordance with local/regional policy. See <http://www.safeguardingshropshireschildren.org.uk/scb/index.html> and <https://new.shropshire.gov.uk/media/3099/wm-adult-safeguarding-regional-pp-v1.pdf>
- Ensure quality and/or safeguarding concerns about individual services/providers are escalated as appropriate to Shropshire Council Adult Services or Children’s Services, Shropshire CCG and the CQC
- Use the CQC’s ‘Essential Standards of Quality and Safety’ to help determine what action should be taken in response to evidence obtained by Healthwatch about individual local services
- Make recommendations for special reviews or investigations to the CQC through HWE where there is robust local intelligence to support this.

Function 4 - Promoting and supporting the involvement of people in the commissioning and provision of local care services and how they are scrutinised:

- Have ‘easy to reach’ facilities and capacity – Healthwatch Shropshire will have a high profile and local people will know how to contact Healthwatch Shropshire
- Promote public and patient involvement in health and social care services to commissioners, service providers and the public

- Have strategies and plans for inclusion of all groups in the Shropshire local community and to ensure that groups and networks are kept up to date with Healthwatch Shropshire plans and how they can be involved
- Effective collaboration and involvement with existing networks
- Practical support and training for board members, staff and volunteers
- Provide advice on best practice for public and patient involvement to commissioners and service providers of health and social care services
- Adopt a clear and consistent position when responding to individual requests for assistance with public and patient involvement.
- Publicise local and national consultations about health and social care to encourage public involvement
- Act as critical friend to commissioners, including Health and wellbeing Board, and providers of services to help bring about improvements
- Ensure HW's contributions, comments and feedback are always based on the evidenced input of local people rather than the views of individual staff, volunteers or board members.

Function 5 – Gathering views and understanding the experiences of patients and the public (people who use services, carers and the wider community):

- Information that is collected will be co-ordinated, consolidated and analysed systematically in order to get a wide understanding of local views and experiences of health and social care services
- Undertake on-going formal and informal engagement with all sections of the local population (including those who do not usually come forward) to capture public opinion, experience and aspirations for health and social care
- Seek views about the current provision of health and social care to identify inequalities. Include using existing information, for example from other surveys or reports, as well as conducting high quality research. Work with other organisations to reach the widest possible audience, for example local voluntary and community sector organisations
- Carry out the Enter and View process in accordance with current legislation and guidance and a robust quality assurance mechanism. Volunteers will be safely recruited, trained, DBS checked and supported in accordance with this legislation

- Healthwatch will have a strategy to ensure the effectiveness of information gathering, how this is used and opportunities for publicising information
- Have strong collaboration and co-ordination with CQC
- Have capacity and expertise for the interpretation of data and information
- Engage with the public in a range of creative, interesting and inclusive ways
- Collaborate with other local Healthwatch to undertake joint investigations, particularly where services operate across Local Authority boundaries and/or where impact of resources may be maximised
- Analyse information effectively in a measured and ethical manner. This includes articulating tensions or conflicts between the views of different people, or different groups of people, in the county

Function 6 – Making people’s views known:

- Using evidence from engagement activity (Function 5 above) identify specific areas for improvement, change or further investigations
- Highlight people’s positive experiences of using services as a way of celebrating and promoting good practice
- Publish reports and recommendations based on engagement activity and bring them to the attention of relevant local decision makers, commissioners and service providers
- Collaborate with other local Healthwatch by sharing feedback/results and jointly issuing reports & recommendations where this may increase impact on decision-makers, commissioners and service providers
- Share the views of the local community as appropriate with Healthwatch England, Care Quality Commission (CQC) and national regulators including Ofsted and the Secretary of State
- Use appropriate information governance when recording, sharing and publishing information
- Represent local people’s views at the Health and Wellbeing Board and make requests to the Health and Adult Social Care Overview and Scrutiny Committee to consider Healthwatch findings, reports and recommendations

	<p>Function 7 – Provide access to the Independent NHS Complaints Advocacy Service (IHCAS):</p> <ul style="list-style-type: none"> • Ensure effective signposting to IHCAS • Identify local people who contact Healthwatch who may benefit from IHCAS and either sign-post or refer them to the locally commissioned IHCAS in a prompt and timely manner, taking account of the person’s individual access requirements • Monitor referrals and signposting to IHCAS to identify patterns or emerging issues that may require further investigation • Work collaboratively with the IHCAS provider to identify issues and trends, including identifying gaps in the information available about health and social care services
<p>2.2</p>	<p>Partnerships Healthwatch Shropshire will:</p> <ul style="list-style-type: none"> • Work closely with Shropshire Council as the commissioning local authority, which will support Healthwatch Shropshire in its role. • Foster good relationships with all its partners in the health and care system speaking up for local people and helping those responsible for services to improve outcomes. • Represent local people through its role on the Shropshire Health and Wellbeing Board (e.g. to assist in developing the Health and Wellbeing Strategy and the Joint Strategic Needs Assessment). • Work closely with the national body, Healthwatch England, and the two will work together to deliver a strong public voice. • Foster a broad range of relationships with local health and social care commissioners and with provider agencies in the voluntary and private sectors (and hospitals). • Nurture partnerships with local service-users and patient groups, existing VCS networks and other Local Healthwatch organisations to ensure high quality feedback and research. In addition, make full use of experienced volunteers already engaged with or working on representation groups to act as representatives of Healthwatch Shropshire and to ensure that such volunteers have clarity as to their role.
<p>2.3</p>	<p>Outcomes</p>
	<p>Healthwatch Shropshire will make a positive contribution to the successful local achievement of outcomes set out in national and local frameworks for the NHS, primary care, children’s and adult social care and public health. In particular:</p> <p>The Shropshire Health and Wellbeing Strategy 2016 - 2021 priorities of:</p>

- Health promotion and resilience
- Promoting easy to access and joined-up care

Shropshire Council's Corporate Plan 3 high-level outcomes as:

- Healthy People
- Prosperous Economy
- Resilient Communities

Other outcomes for a successful Healthwatch Shropshire will include:

- Health and social care services change and improve as a result of community engagement and Enter & View processes
- Shropshire residents, service providers, professionals and commissioners recognise Healthwatch and use Healthwatch appropriately
- People are able to access Healthwatch in a way that meets their needs
- Enter and View activities are high quality, transparent and drive improvements in services
- People understand how to access services and information which meet their needs
- Healthwatch is recognised as a key partner in Shropshire's health and social care economy and is able to use intelligence and evidence to influence change
- The needs of hard to reach and minority groups are highlighted, understood and services are influenced to reflect these needs in their plans
- Healthwatch is a well-run and effective organisation which is trusted and credible
- Healthwatch is trusted by people who use health and social care services and by the general public
- Improved patient and service user experience
- Improved communications
- Improved satisfaction with health and social care services in Shropshire
- Greater patient and public involvement in health and social care
- Strong, positive relationship with commissioners and Shropshire Health and Wellbeing Board
- Improved access to services and information about services
- Improved understanding among the general public of their rights (this is the 'consumer champion' role for Healthwatch).
- High public awareness/profile of Healthwatch Shropshire.
- High level of public trust in Healthwatch Shropshire

Social Value

	<p>Healthwatch Shropshire will contribute to the following social value priorities for Shropshire:</p> <ol style="list-style-type: none"> 1. Supporting the Shropshire Economy through: <ol style="list-style-type: none"> a. Developing education, skills and training opportunities within the Shropshire economy b. Providing employment opportunities for local people c. Providing good conditions of employment and fair wage rates and structures 2. Promoting wellbeing in Shropshire through: <ol style="list-style-type: none"> a. Keeping people connected b. Initiatives to address social and rural isolation c. Supporting people and communities to be self-reliant, resilient and mutually supportive 3. Making Shropshire a great place to live through: <ol style="list-style-type: none"> a. Supporting community initiatives b. Enabling people to contribute through volunteering opportunities
3	Information, Reporting, Measures and Monitoring
3.1	<p>Annual Report</p> <p>An Annual Report will be produced in accordance with Department of Health Guidance 'Local Healthwatch annual reports: Directions 2013' https://www.gov.uk/government/publications/local-healthwatch-annual-reports-directions-2013</p> <p>The Annual Report will be produced by 30th June each year and will be made publicly available and copies of it will be sent to those persons detailed in the relevant legislation which will include:</p> <ul style="list-style-type: none"> • Shropshire Council • Shropshire Clinical Commissioning Group • Shropshire Health and Adult Social Care Overview and Scrutiny Committee • Healthwatch England • NHS England • Care Quality Commission
3.2	<p>Quarterly Reporting</p> <p>Healthwatch Shropshire will report on its activities, achievements and finances, in a format to be agreed, to the council in respect of this contract on a quarterly basis.</p>
3.3	<p>Contract Review Meetings</p> <p>Quarterly contract review meetings will be arranged to review performance under this contract.</p> <p>A stakeholder group will be supported by Healthwatch Shropshire, consisting of key stakeholders and including patient and service user representatives to review</p>

	the overall effectiveness of Healthwatch Shropshire and to inform the contract monitoring process.
3.4	<p>Measures</p> <p>Performance measures will be developed and agreed with the council which will provide management information and needs data, service utilisation data and feedback on the effectiveness of Healthwatch Shropshire. Targets will be developed where appropriate. Areas to be covered will include but not necessarily limited to:</p> <ul style="list-style-type: none"> • Volumes and nature of enquiries and signposting activity • Timeliness of responses • Customer satisfaction • Numbers and characteristics of customers assisted through Healthwatch Shropshire • Accessibility • Numbers of reports and recommendations produced and the outcomes of these • Numbers and nature of enter and view visits undertaken and the outcomes of these <p>In addition Healthwatch Shropshire will report its outcomes and impact based on the 'Local Healthwatch Outcomes and Impact Development Tool', adapted as appropriate to local requirements and in agreement with the Council https://www.local.gov.uk/sites/default/files/documents/local-healthwatch-outcome-981.pdf</p>
3.5	<p>Stakeholder Input</p> <p>In addition to the stakeholder group detailed in point 3.3 above it is important that Healthwatch Shropshire understands clearly how its effectiveness is perceived by all its stakeholders.</p> <p>Feedback from stakeholders will be sought in a range of ways appropriate to the individual or organisation and used to inform the way that Healthwatch Shropshire operates and engages with people, organisations and stakeholders.</p> <p>Healthwatch Shropshire will need to demonstrate how such stakeholder feedback is used to ensure the continued effectiveness of its service.</p>

SCHEDULE 2

INDEPENDENT NHS COMPLAINTS ADVOCACY SERVICE SPECIFICATION

1	Background
1.1	<p>Title of Service</p> <p>Independent Health Complaints Advocacy Service (IHCAS) for Shropshire</p>

<p>1.2</p>	<p>Vision & Rationale</p> <p>The Health and Social Care Act 2012 placed a duty on Local Authorities to commission a local Independent Health Complaints Advocacy Service. Local authorities are required to commission “the provision of assistance for individuals making or intending to make an NHS complaint (which includes a complaint to the Health Service Ombudsman)”. The NHS complaints process covers:</p> <ul style="list-style-type: none"> • All NHS Trusts and NHS Bodies including NHS Foundation Trusts • Family Health Services provided for the NHS by GPs, Dentists, Opticians or Pharmacists. • Clinical Commissioning Groups • Private health care establishments if the treatment has been paid for by the NHS • All other health services commissioned by NHS funding <p>Independent health complaints advocacy is a vital component of the local complaints system. It provides support to people, for a wide range of reasons, who find it difficult to navigate the complaints system themselves. Independent advocacy helps people to speak up, supporting a person to express their views, have these taken seriously and achieve personal outcomes. An effective complaints process is essential not only in putting things right for individuals when health services have fallen short but also in identifying strategic issues and driving improvements across the system. It is therefore important that IHCAS will have close strategic, working and/or organisational links with other organisations who are involved in developing insight and collecting information about peoples’ views and experiences of health services in Shropshire.</p>
<p>1.3</p>	<p>Service Aims & Objectives</p> <p>IHCAS in Shropshire will provide a free independent complaints advocacy service which gives practical support and direction to a complainant in order to assist the individual in finding a resolution to a complaint about Health Services.</p>
<p>1.4</p>	<p>Principles</p> <p>The Service will be a free, independent, professional support service to clients wishing to pursue a formal complaint against the NHS. The quality and professional make-up of this service should meet recognised professional standards.</p> <p>In addition to the Core Characteristics described in section 1.5 below and with the expectations set out in ‘Practice guidelines for independent health complaints advocacy services’</p> <p>http://www.local.gov.uk/documents/10180/6869714/L15-551+Practice+guidelines+for+independent+health+complaints+advocacy+services/5a8a439f-48f0-4609-b4b1-34f39f02e19c</p>

	<p>the Provider will apply the following principles in the design and delivery of the Service:</p> <p>Accessibility</p> <p>The Provider will respect the diversity of clients and provides support appropriate to the needs of the client by:</p> <ul style="list-style-type: none"> • Ensuring support is accessible at the point of contact all through the complaints process providing a range of access options, both in terms of the physical environment where it is delivered and the mode of communication used • Providing appropriate services and materials for those clients who do not have English as their first language and/or have other specific communication needs. <p>Resolution</p> <p>The Provider will support clients in trying to achieve a resolution to their complaint within the NHS complaints procedure by:</p> <ul style="list-style-type: none"> • Supporting the process of Local Resolution, where clients and NHS staff work together to resolve complaints, at a point as close as possible to the point of service that has caused dissatisfaction. <p>Confidentiality</p> <p>The Provider will treat all interactions between clients as confidential, in line with the Provider’s confidentiality policies.</p> <p>Compliance</p> <p>Be fully compliant with Local Authority Social Services and National Health Service Complaints (England) Regulations 2009 and relevant regulations of the Health and Social Care Act 2012</p>
<p>1.5</p>	<p>Core Characteristics of IHCAS</p> <p>The core characteristics of the IHCAS in Shropshire to be demonstrated are:</p> <p>1. Known, accessible and responsive</p> <ul style="list-style-type: none"> 1.1. Clear communication strategy, based on specific characteristics of the community 1.2. Proactive engagement of all sections of the community – in particular seldom heard groups – and removing barriers to access 1.3. Focused on empowerment and the promotion of self-advocacy, wherever appropriate 1.4. Part of and knowledgeable about the local landscape for complaints, information and signposting <p>2. Professional</p>

	<ul style="list-style-type: none"> 2.1. Clear purpose and description of service 2.2. All staff, including volunteers, are appropriately trained, supported and managed to recognised professional standards 2.3. Staff understand the policy framework and statutory responsibilities for confidentiality, safeguarding and consent, and information management in line with current guidance from DH 2.4. All staff are accountable, with a clear and accessible complaints procedure 2.5. Clear standards for timeliness and responsiveness 2.6. Clear understanding of best use of resources. <p>3. Independent</p> <ul style="list-style-type: none"> 3.1. Commissioning and funding arrangements do not compromise provision of independent advocacy to clients 3.2. Clear process for identifying, registering and addressing conflicts of interest 3.3. Demonstrable commitment to the principles of the Advocacy Charter (http://www.advocacyproject.org.uk/advocacy/what-is-advocacy/theadvocacy-charter/) or local equivalent. <p>4. Makes a difference</p> <ul style="list-style-type: none"> 4.1. Measure and report on outcomes from a client and system perspective and can demonstrate what difference the service has made 4.2. Proactively seeks and acts on client feedback 4.3. Identifies systemic issues and trends and takes action to promote systemic change 4.4. There are robust systems to share information with local and national organisations involved in complaints and service improvement
1.6	<p>Geographical Location of the Service</p> <p>The IHCAS service will be available to people who live in, or wish to make a complaint about NHS services located in, the administrative area of Shropshire Council.</p> <p>The Provider delivering IHCAS in this contract is expected to work in partnership with providers of similar services across England.</p> <p>This may mean providing advocates for local residents making complaints about NHS services based outside the local area covered by this contract, or liaison with other IHCAS service providers to make best use of local funding for this service. This arrangement may be time-limited, such as supporting a complainant at a specific meeting, or for a longer period up to the whole length of the complaints process.</p>
2	Service Delivery

<p>2.1</p>	<p>Functions / Role</p> <p>The Provider is required to empower and assist people to go through the NHS complaints procedure. Providers will focus on providing support at each of the following points or activities in the NHS complaints procedure, those being:</p> <ul style="list-style-type: none"> • Identifying what the available options and possible outcomes are, and deciding which option to take • Making the complaint to the appropriate service provider • Deciding how to proceed with the complaint, following a service provider's initial response • Complete the local resolution phase by attending meetings or entering into correct correspondence • Making a complaint to the Parliamentary and Health Service Ombudsman • Understanding the Health Service Ombudsman's final decision
<p>2.2</p>	<p>Eligibility</p> <p>The Provider is required to deliver the service to all residents including prisoners, and children and young people who live within the Shropshire Council administrative area.</p> <p>Exclusion criteria – The Service will not support:</p> <ul style="list-style-type: none"> • Non-health advocacy related complaints • Health complaints from people under the age of sixteen (16) unless supported by an adult or the child demonstrates 'Gillick competence'
<p>2.3</p>	<p>Other Service Delivery Requirements</p> <p>The Provider will have a good understanding of the local Health landscape, will have good relationships within the health and care system and will be able to respond to changing needs and priorities.</p>
<p>2.4</p>	<p>Delivery Locations, Hours of Operation and Access</p> <p>Area of Operation</p> <p>The IHCAS service will be available to people who live in, or wish to make a complaint about NHS services located in, the administrative area of Shropshire Council.</p> <p>Hours of Operation</p> <p>The Provider will ensure that it meets the demands of the people seeking support. As a minimum the IHCAS will be available for contact on all working days (Monday to Friday) 9.00am to 5.00pm, excluding Bank Holidays, although the Provider will be responsive to Clients' reasonable needs where appropriate.</p>

	<p>During Out of Office hours an answer phone will be expected to operate to facilitate contact with the service and to give clear information. It is expected that the phone message alters in accordance with any specific changes that may occur locally, or at key times such as Christmas periods.</p> <p>Other access features</p> <p>The IHCAS Provider will be required to support people experiencing a wide range of personal, social, economic and health problems as well as reflecting the rural, economic and ethnic diversity of the Shropshire Council area. The Provider will be required to communicate in the most appropriate method including, but not exclusive to:</p> <ul style="list-style-type: none"> • Having access to appropriate foreign language translation service • Having access to appropriate sign language translation service and an understanding of deaf culture • Having access to appropriate pictorial supported information and an understanding of those with learning disability
<p>2.5</p>	<p>Referrals and Partnership Working</p> <p>Referrals and Signposting</p> <p>Through effective marketing and awareness raising it is expected that the majority of referrals will be self-referrals and/or as a result of signposting. The IHCAS service will have in place and will further develop effective referral and signposting arrangements. The IHCAS service will detail how it will operate with referring and signposting agencies as well as Healthwatch Shropshire, networks of providers of information and advice as well as wider ‘wraparound’ services. This will include (but is not limited to) all NHS bodies operating locally.</p> <p>Local capacity building (networks & partnerships)</p> <p>The IHCAS service will, over the contract duration, develop an approach and plan to build capacity within communities to provide a wider range of information about NHS Complaints which contribute to meeting outcomes.</p> <p>Partnership Working</p> <p>It is essential that the IHCAS service develops and sustains close strategic and operational links with other providers and complementary services including NHS organisations, Healthwatch Shropshire, providers of information and advice such as CAAN, as well as with the Voluntary and Community Sector generally. The IHCAS service will demonstrate how these links are delivering better value for money, maximising use of resources and continuous improvement to the outcomes for people.</p>
<p>2.6</p>	<p>Staffing and Volunteers</p> <p>The provider will ensure that there are sufficient staff at all times with the appropriate experience, background and qualifications to deliver the service.</p>

	<p>All staff and volunteers will be properly trained, managed to recognised professional standards and with relevant qualifications, including and with a quality system appropriate for the size and nature of the Provider organisation. Evidence of appropriate advocacy qualifications will be provided.</p> <p>Staff involved in providing advocacy support will have an enhanced DBS check in place.</p>
2.7	<p>Advertising and Promotion</p> <p>The IHCAS service will advertise and undertake promotional campaigns and ongoing activities to ensure people living in Shropshire, and in particular vulnerable and hard to reach groups, are aware of the service and how and when it can be accessed.</p>
2.8	<p>Service User and Stakeholder Involvement</p> <p>The IHCAS service will actively seek out feedback from customers, partners and stakeholders and will demonstrate how feedback is used to shape ongoing improvements to the service.</p> <p>This qualitative feedback will form part of the regular monitoring arrangements.</p>
3	<p>Outcomes, Social Value & Reporting</p>
3.1	<p>Outcomes</p> <p>The IHCAS service will contribute to Shropshire Council's high-level outcomes of Healthy People and Resilient Communities.</p> <p>The IHCAS service will demonstrate delivery of the following outcomes:</p> <ul style="list-style-type: none"> • People have access to easy to understand information about the NHS complaints system which is consistent, accurate, accessible and up to date • Information about NHS complaints is available in a format and setting that people find easy to access • People are helped to help themselves where appropriate and know what courses of action are open to them and how to make the most of them • People gain the skills, information and confidence to address NHS complaints • People have access to a high quality IHCAS service when and where they need it and have confidence that the staff involved in the service are well trained and suitably qualified

<p>3.2</p>	<p>Social Value</p> <p>The IHCAS will be delivered and organised in a way that maximises the positive social, economic and environmental impacts that an excellent, comprehensive and integrated IHCAS service can provide.</p> <p>Specific ‘Social Value’ requirements to be demonstrated by IHCAS include:</p> <p><u>Economic Value</u></p> <p>The IHCAS will make best use of opportunities for ‘co-location’ (either physically or virtually) or partnering with other organisations to improve the access to advice and/or the volume of services available to service users whilst at the same time ensuring maximum value for money.</p> <p><u>Social value</u></p> <p>The IHCAS is required to demonstrate how contributes to the social value priorities of the Council in:-</p> <ul style="list-style-type: none"> • Empowering people and increasing resilience <p><u>Environmental Value</u></p> <p>The IHCAS will demonstrate that it is minimising the environmental impact of the service through the way in which it operates</p>
<p>3.3</p>	<p>Measures</p> <p>Measures to be reported may include:</p> <p><u>Quantitative indicators</u></p> <ul style="list-style-type: none"> • Volume of NHS CA activity • Case breakdown • Case duration • Case referral sources • Case overview by Equality Act 2010 protected characteristics • Complaints by organisation • Complaints by topic • Complaint trends <p><u>Qualitative indicators</u></p> <ul style="list-style-type: none"> • NHS CA service user feedback • Challenges • Lessons Learned • Case studies • Key highlights • Outcomes Star analysis

	<ul style="list-style-type: none"> • Outcome analysis: <ul style="list-style-type: none"> ○ Service User outcomes ○ Added value to the service and national health complaints agenda • Client Evaluation Survey • Written updates evidencing impact (i.e. Engagement with seldom heard communities and/or service user groups)
3.4	<p>Reporting and Monitoring</p> <p>The IHCAS will provide quarterly monitoring data reports and attend monitoring meetings as agreed with the Council. The IHCAS service is required to supply the following information for discussion, (as well as the output and outcome monitoring detailed above):</p> <ul style="list-style-type: none"> • Progress on development of the outcomes and measurement frameworks detailed above • Overview of operational issues • Feedback from Service Users/stakeholders – where appropriate • Overall client profile, to identify potential gaps in the accessibility of the service • Overview of training and development

SCHEDULE 3 SERVICE STANDARDS

1.0 GUIDING PRINCIPLES

- 1.1 The Parties will seek to provide a Service that:
- 1.1.1 encourages the rights of patients and service users to make decisions about their own lives
 - 1.1.2 acknowledges and seeks to address and avoid the ways in which patients and service users are marginalised and subjected to discrimination
 - 1.1.3 ensures that members of Staff are committed to anti-discriminatory and anti – oppressive practice and seek to examine their own attitudes.
 - 1.1.4 ensures that the privacy and individuality of all people making contact with the Service is respected
 - 1.1.5 respects the confidentiality of any information gained about people making contact with the Service

- 1.2 The Service Provider must provide the Service in accordance with the terms of this Contract and with all the skill, care and diligence to be expected of a competent provider of services of a similar kind to the Service
- 1.3 In providing the Service the Service Provider must also comply with any of the practices performance ratings and quality standards that are set out or referred to in this Contract and all statutory provisions and guidance which apply to the Service and are issued from time to time by the Regulatory Body

2.0 NOT USED

3.0 POLICIES, PROCEDURES AND GUIDANCE

- 3.1 The Service Provider should have the following policies, procedures and/or guidance in place:
- 3.1.1 Operational policies including recruitment and retention of Staff
 - 3.1.2 Grievance and disciplinary procedures
 - 3.1.3 Health and Safety Policy
 - 3.1.4 Confidentiality record keeping and security policy
 - 3.1.5 Lone/out of hours working policy
 - 3.1.6 Staff training policy
 - 3.1.7 Risk Management policy and procedure
 - 3.1.8 Enter and View policy
 - 3.1.9 Decision-making procedure
 - 3.1.10 Holding Board Meetings in Public policy
 - 3.1.11 Other policies relevant to the delivery of the Service.
- 3.2 The Service Provider will ensure that all Staff used to provide the Service have access to copies of the Safeguarding adults: multi-agency policy and procedures for the West Midlands and the Council's Speaking Up About Wrongdoing (Whistleblowing Policy) and understands them.

4.0 STAFFING

Recruitment and Selection

- 4.1 Not Used
- 4.2 The Service Provider shall at all times during the period of this Agreement engage sufficient Staff of sufficient ability skill knowledge training and experience for the proper performance of the Service.
- 4.3 The Service Provider shall be entirely responsible for the employment and conditions of service of its own employees and shall at all times be fully responsible for the payment of all salaries and wages income or other taxes national insurance contributions or levies of any kind relating to or arising out of the employment of any

persons employed by the Service Provider and shall fully and promptly indemnify the Council in respect of any liability of the Council in respect thereof.

- 4.4 The Service Provider will ensure that:
- 4.4.1 There is a clear written job description and employee specification for all Staff.
 - 4.4.2 Job applications are in Writing and describe previous experience, training, full employment history since leaving school and explain the reason for leaving and any gaps in employment.
 - 4.4.3 Not Used.
 - 4.4.4 References are received and checked before employment commences, including the authenticity of the reference.
 - 4.4.5 Job applicants make a written declaration of previous convictions and disqualifying conditions and provide information of any other name by which they have been known.
 - 4.4.6 Recruitment procedures are in accordance with clause 40 of this Agreement (Safeguarding)
 - 4.4.7 The identity of all Staff is verified prior to employment using an official document.
 - 4.4.8 The authenticity of qualifications is checked prior to employment.
 - 4.4.9 Staff are provided with information about their conditions of employment.
 - 4.4.10 All Staff make a written undertaking in respect of confidentiality.
 - 4.4.11 Not Used
 - 4.4.12 Where any concerns have been raised about a potential member of Staff by a referee or through the Disclosure and Barring Service check and the person is nevertheless deemed to be suitable for 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.

Use of cars to deliver the Service

- 4.5 Staff using their cars to deliver the Service must ensure that they comply with all road traffic regulation and have appropriate business class insurance, a copy of the insurance certificate will be kept on the Staff members file and will be available for inspection.

5.0 RISK MANAGEMENT AND HEALTH & SAFETY

- 5.1 The Service Provider shall ensure that:

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

5.1.2 it has a Health and Safety Policy Statement meeting the requirements of the Health and Safety at Work Act 1974 and the Health & Safety at Work Regulations 1992 and any amendments thereof and management must make Staff aware of its contents. Where there are four or less employees the Service Provider will have a statement which will be issued by the Council and subsequently endorsed by the Service Provider agreeing to meet certain health and safety and other requirements when requested to do so by the Council

5.2 Records of all Health & Safety training, including refresher training must be kept and held locally.

6.0 QUALITY ASSURANCE

6.1 The Service Provider must be able to demonstrate to the Council that it has a commitment to the quality of the Service and must allow officers of the Council access to all records for the purpose of monitoring and complaint investigation at all times. Council Officers will observe appropriate levels of Confidentiality at all times.

6.2 The Service Provider must have documented systems which enable it to:

6.2.1 check on whether it is delivering the Service in accordance with the terms of this Contract and

6.2.2 check whether it is doing this efficiently and effectively

6.2.3 check on whether Staff are provided safe systems of work

7.0 MONITORING

7.1 Officers of the Council may seek to monitor this Contract by:

7.1.1 visiting the premises where the Service is provided to undertake a review on any or all aspects of the operation of the Service and compliance by the Service Provider with the terms set out in this Contract. The Council will have careful regard to the nature of the Service provided and shall when on premises controlled by the Service Provider respect Service Provider's rules as to security health and safety.

7.1.2 carrying out a quality assurance exercise which may involve contacting people who have made contact with the Service Provider on the provision of the Service.

8.0 ADMINISTRATION

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

8.2 Data provided to the Council must be accurate and robust and the Service Provider will take all necessary steps to ensure the quality and integrity of data supplied.

9.0 CONFIDENTIAL INFORMATION AND RECORD KEEPING

9.1 The Service Provider's facilities for storing records such as filing cabinets must be lockable and in a secure environment. Evidence must be available that any statutory requirements relating to the premises have been complied with.

9.2 Not Used

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

9.3.1 name, address and telephone number

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

9.3.3 next of kin - name, address and telephone number

9.3.4 Not Used

9.3.5 Date of issue of identification and retrieval if appropriate

9.3.6 Recruitment details including references, evidence of Data and Barring Service check and interview

9.3.7 Induction and training records

9.3.8 Copies of identification, training certificates and qualifications

9.4 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

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

9.5.1 People who make contact with the Service are able to find out how the Service Provider deals with confidential and sensitive information about them and must be given a leaflet (or other communication relevant to their level of understanding) that clearly explains what information is kept on them and how they can access this.

9.5.2 People who make contact with the Service and Staff have access to their personal records in private and as quickly as possible if requested and no later

than 21 days whilst considering the interest of any third party information which can only be given with the third party's permission.

- 9.5.3 when the person requesting access has examined the records they are signed and dated by a member of Staff to show they have been examined and by that person when possible.
- 9.5.4 Staff sign and date an acknowledgement that they have examined records pertaining to them upon the fulfilment of their request
- 9.5.5 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 reviewed.
- 9.5.6 Staff induction contains training on confidentiality procedures. Staff files must evidence the date and nature of the induction on confidentiality that was given to new Staff.
- 9.5.7 confidentiality and security training needs are assessed on an ongoing basis taking into account the role of each member of Staff used to provide the Service and this should be done annually.
- 9.5.8 Staff contracts explicitly mention confidentiality and disclosure issues.
- 9.5.9 the flows of information are reviewed.
- 9.5.10 information collections have a named owner (member of Staff) who is responsible for protecting access.
- 9.5.11 confidential information is safeguarded so that unauthorised people do not gain access to it.
- 9.5.12 protocols governing the sharing of information with other organisations is agreed and understood.
- 9.5.13 a named individual is appointed who will have responsibility for data security.
- 9.5.14 it has a programme to review typical risks regarding identifiable information.
- 9.5.15 incidents involving security breaches are anticipated and dealt with appropriately
- 9.5.16 security issues are monitored and reported
- 9.5.17 passwords are used to safeguard information held on computer regarding the Service
- 9.5.18 only authorised persons have access to information and only if they need it to carry out their roles.
- 9.5.19 if it is uncertain about the application of the above to the provision of the Service it will immediately contact the Council for clarification

SCHEDULE 4

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EMPLOYMENT PROVISIONS

Unless otherwise stated, the following definitions shall apply:

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

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

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

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

- (a) the identity and age of the employee;
- (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);
- (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years;
- (d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the Service Provider arising out of the employee's employment with the transferor;
- (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.

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

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;

- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

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

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

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

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

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

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

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

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

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

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

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

Retendering Information: as defined in paragraph 6.10;

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

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

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

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

Sub-Contractor: the contractors engaged by the Service Provider to provide goods, services or works to, for or on behalf of the Service Provider for the purposes of providing the Services to the Council.

Transferring Council Employees: employees of the Council whose contracts of employment transfer with effect from the Effective Date to the Service Provider by virtue of the application of the Employment Regulations. A list of the Transferring Council Employees, as at the date of execution of the Contract, is attached at Annex B.

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

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

2. INTERPRETATION

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

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

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

3.2 Not Used

3.3 Not Used

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

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

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

3.6 The Service Provider shall immediately on request by the Council and/or the Former Provider provide details of any measures that the Service Provider or any Sub-Contractor of the Service Provider envisages it will take in relation to any Transferring Former Provider Employee, including any proposed changes to terms and conditions of employment. If there are no measures, the Service Provider will give confirmation of that fact, and shall indemnify

the Council and any Former Provider against all Employment Liabilities resulting from any failure by it to comply with this obligation.

4. NOT USED

5. PROCUREMENT OBLIGATIONS

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

6. RETENDERING AND PRE-SERVICE TRANSFER OBLIGATIONS

- 6.1 The Service Provider agrees that within 20 Working Days of the earliest of:
- (a) receipt of a notification from the Council of a Service Transfer or intended Service Transfer;
 - (b) receipt of the giving of notice of early termination or any Partial Termination of this Contract;
 - (c) the date which is 12 months before the end of the Term; and
 - (d) receipt of a written request of the Council at any time (provided that the Council shall only be entitled to make one such request in any six month period),

it shall provide at no cost to the Council and in a suitably anonymised format so as to comply with the Data Protection Legislation, the Service Provider's Provisional Personnel List, together with the Staffing Information in relation to the Service Provider's Provisional Personnel List and it shall provide an updated Service Provider's Provisional Personnel List at such intervals as are reasonably requested by the Council.

- 6.2 At least 28 Working Days prior to the Service Transfer Date, the Service Provider shall provide to the Council or at the direction of the Council to any Replacement Provider and/or any Replacement Sub-contractor:

- (a) the Service Provider's Final Personnel List, which shall identify which of the Service Provider Personnel are Transferring Service Provider Employees; and
- (b) the Staffing Information in relation to the Service Provider's Final Personnel List (insofar as such information has not previously been provided).

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

- 6.4 The Service Provider:
- (a) shall promptly notify the Council forthwith in writing of any material changes to the information provided pursuant to clause 6.1 and clause 6.2 as and when such changes arise; and
 - (b) warrants, for the benefit of the Council, any Replacement Provider, and any Replacement Sub-contractor that all information provided pursuant to clause 6.1 and clause 6.2 shall be true and accurate in all material respects at the time of providing the information.

- 6.5 From the date of the earliest event referred to in clause 6.1(a), clause 6.1(b) and clause 6.1(c), the Service Provider agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Services who is not listed on the

Service Provider's Provisional Personnel List and shall not without the approval of the Council (not to be unreasonably withheld or delayed):

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

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

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

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

- (a) the most recent month's copy pay slip data;
- (b) details of cumulative pay for tax and pension purposes;
- (c) details of cumulative tax paid;
- (d) tax code;
- (e) details of any voluntary deductions from pay; and
- (f) bank/building society account details for payroll purposes.

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

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

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

7. EMPLOYMENT REGULATIONS EXIT PROVISIONS

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

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

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

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

- (a) any act or omission of the Service Provider or any Sub-contractor whether occurring before, on or after the Service Transfer Date;
- (b) the breach or non-observance by the Service Provider or any Sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Service Provider Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Service Provider Employees which the Service Provider or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Service Provider Employees arising from or connected with any failure by the Provider or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory Council in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Service Provider Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Service Provider Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Service Provider to the Council and/or Replacement Provider and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- (e) a failure of the Service Provider or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Service Provider Employees in respect of the period up to (and including) the Service Transfer Date);
- (f) any claim made by or in respect of any person employed or formerly employed by the Service Provider or any Sub-contractor other than a Transferring Service Provider Employee for whom it is alleged the Council and/or the Replacement Provider and/or any Replacement Sub-contractor may be liable by virtue of this Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- (g) any claim made by or in respect of a Transferring Service Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Service Provider Employee relating to any act or omission of the Service Provider or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Council and/or Replacement Provider to comply with regulation 13(4) of the Employment Regulations.

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

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

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

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

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

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

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

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

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

7.9 The indemnity in clause 7.8:

- (a) shall not apply to:
 - (i) in any case in relation to any alleged act or omission of the Replacement Provider and/or Replacement Sub-contractor, any claim for: (A) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or (B) equal pay or

- compensation for less favourable treatment of part-time workers or fixed-term employees; or
 - (ii) any claim that the termination of employment was unfair because the Replacement Provider and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure; and
- (b) shall apply only where the notification referred to in clause 7.5(a) is made by the Replacement Provider and/or Replacement Sub-contractor to the Provider within six months of the Service Transfer Date.

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

7.11 Not Used.

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

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

- (a) any act or omission of the Replacement Provider and/or Replacement Sub-contractor;
- (b) the breach or non-observance by the Replacement Provider and/or Replacement Sub-contractor on or after the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Service Provider Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Service Provider Employees which the Replacement Provider and/or Replacement Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Service Provider Employees arising from or connected with any failure by the Replacement Provider and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- (d) any proposal by the Replacement Provider and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Service Provider Employees on or after their transfer to the Replacement Provider or Replacement Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Service Provider Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment

Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

(e) any statement communicated to or action undertaken by the Replacement Provider or Replacement Sub-contractor to, or in respect of, any Transferring Service Provider Employee on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Service Provider in writing;

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

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

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

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

(h) any claim made by or in respect of a Transferring Service Provider Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Service Provider Employee relating to any act or omission of the Replacement Provider or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

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

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

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

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

Section.2 Pensions

Section 2 (A) - Local Authority Pension Scheme

1. Definitions and Interpretation:

The definitions and rules of interpretation in this Schedule apply in this Contract:

Admission Agreement: the agreement to be entered into in accordance with regulation 3 of the Local Government Pension Scheme Regulations 2013, as amended, by the Administering Authority, the Council and the Service Provider or Sub-Contractor, as appropriate in the Administering Authority's standard form

Administering Authority: means Shropshire Council

Appropriate Pension Provision: in respect of Eligible Employees, either:

(a) membership, continued membership or continued eligibility for membership of their Legacy Scheme; or

(b) membership or eligibility for membership of a pension scheme, which is certified by the Government Actuary's Department (GAD) as being broadly comparable to the terms of their Legacy Scheme.

Cessation Date: any date on which the Service Provider or the relevant Sub-Contractor ceases to be an Admission Body other than as a result of the termination or expiry of this Contract or because it ceases to employ any Eligible Employees;

Eligible Employees:

(a) the Transferring Council Employees who are active members of (or are eligible to join) the LGPS on the date of a Relevant Transfer including the Effective Date; and/or

(b) the Transferring Former Provider Employees who are former employees of the Council and who were active members of (or who were eligible to join) the LGPS on the date of a previous Relevant Transfer of the Services.

Legacy Scheme: the pension scheme of which the Eligible Employees are members, or are eligible for membership of, or are in a waiting period to become a member of, prior to the Relevant Transfer.

LGPS: Local Government Pension Scheme

LGPS Regulations: the Local Government Pension Scheme Regulations 2013 (SI 2013/2356)

2. PENSIONS

4.1 The Service Provider shall or shall procure that any relevant Sub-Contractor shall ensure that all Eligible Employees are offered Appropriate Pension Provision from the Effective Date.

4.2 The provisions of clauses 2, 3, 4 and clause 5 shall be directly enforceable by an affected employee against the Service Provider or any relevant Sub-Contractor and the parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to the extent necessary to ensure that any affected employee shall have the right to enforce any obligation owed to such employee by the Service Provider or Sub-Contractor under those paragraphs in his own right under section 1(1) of the Contracts Rights of Third Parties Act 1999.

3. ADMITTED BODY STATUS TO THE LOCAL GOVERNMENT PENSION SCHEME

3.1 Where the Service Provider or Sub-Contractor wishes to offer the Eligible Employees membership of the LGPS, the Service Provider shall or shall procure that it and/or each relevant Sub-Contractor shall enter into an Admission Agreement to have effect from and including the Effective Date or, if the Relevant Transfer occurs after the Effective Date, from and including the date of that Relevant Transfer. The Service Provider or Sub-Contractor will bear the cost of any actuarial assessment required in order to assess the employer's contribution rate and Bond value] in respect of any Eligible Employee who elects to join the LGPS [on or after] the Effective Date.

3.2 For the purposes of calculating the employer's contribution rate, any termination payment, and any other sums due to the Administering Authority under the Admission Agreement, the Council shall ensure that the Eligible Employees' past service benefits accrued prior to the Effective Date are fully funded as at the Effective Date by crediting the Service Provider at the Relevant transfer Date with a notional fund within the Legacy Scheme of such amount to meet the cost of those past service benefits as determined by the Fund's actuary. For the avoidance of doubt, the notional fund referred to in this Clause 3.2 shall only apply to the value attributed to the notional fund as at the Relevant Transfer Date and any future changes to the funding within the Legacy Scheme in respect of providing the benefits accrued prior to the Relevant Transfer Date shall be for the account of the Service Provider or any Sub-Contractor as an Admission Body.

3.3 The Service Provider shall indemnify and keep indemnified the Council and/or any Replacement Provider and, in each case, their providers, from and against all direct losses suffered or incurred by it or them, which arise from any breach by the Service Provider or Sub-Contractor of the terms of the Admission Agreement, to the extent that such liability arises before or as a result of the termination or expiry of this Contract.

3.4 The Service Provider shall and shall procure that it and any Sub-Contractor shall prior to the Effective Date or, if the Relevant Transfer occurs after the Effective Date, from and including the date of that Relevant Transfer, obtain any indemnity or bond in the Administering authority's standard form as required in accordance with the Admission Agreement. The Service Provider or Sub-Contractor will bear the cost of any actuarial assessment required in order to assess the value of the Bond or guarantee.

3.5 The Service Provider shall and shall procure that any relevant Sub-Contractor shall award benefits (where permitted) to the Eligible Employees under the LGPS Regulations in circumstances where the Eligible Employees would have received such benefits had they still been employed by the Council and where such benefits are of a discretionary nature they shall be awarded on the basis of the Council's written policy in relation to such benefits at the time of the Effective Date. The Service Provider shall be responsible for meeting all costs associated with the award of such benefits.

3.6 The Council shall have a right to set off against any payments due to the Service Provider under this Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Provider or from any relevant sub-contractor (as applicable) under the Admission Agreement.

4 SERVICE PROVIDER CEASES TO BE AN ADMISSION BODY

4.1 If the Service Provider or any Sub-Contractor employs any Eligible Employees from the Effective Date and:

4.1.1 the Service Provider or any relevant Sub-Contractor does not wish to offer all or some of those Eligible Employees membership of the Legacy Scheme;

4.1.2 the Council, the Service Provider or any relevant Sub-Contractor are all of the opinion that it is not possible to operate the provisions of Clause 3 (Admitted Body Status to the Local Government Pension Scheme); or

4.1.3 if for any reason after the Effective Date the Provider or any relevant Sub-Contractor ceases to be an Admission Body other than on the date of termination or expiry of this Contract or because it ceases to employ any Eligible Employees,

then the provisions of Clause 3 Admitted Body Status to the Local Government Pension Scheme) shall not apply (without prejudice to any rights of the Council under those clauses) and the provisions of Clause 5 (Provider Pension Scheme) shall apply.

5. SERVICE PROVIDER PENSION SCHEME

5.1 Where this clause applies the Service Provider shall or shall procure that any relevant Sub-Contractor shall offer the Eligible Employees membership of an occupational pension scheme with effect from the Effective Date or, if the Relevant Transfer occurs after the Effective Date, from and including the date of that Relevant Transfer. Such an occupational pension scheme must be:

- (a) established no later than three months prior to the date of the Relevant Transfer; and
 - (b) a registered pension scheme for the purposes of Part 4 of the Finance Act 2004; and
 - (c) certified by the GAD or any actuary nominated by the Council in accordance with relevant guidance produced by the GAD as providing benefits that are broadly comparable to those provided by the Legacy Scheme,
- and the Service Provider shall produce evidence of compliance with this clause 5 to the Council prior to the date of the Relevant Transfer.

5.2 The Council's actuary shall determine the terms for bulk transfers from the LGPS to the Service Provider's scheme following the Effective Date and any subsequent bulk transfers on termination or expiry of this Contract.

5.3 The Service Provider undertakes to the Council (for the benefit of the Council itself and for the Council as agent and trustee for the benefit of the Eligible Employees) that it shall and shall procure that any relevant Sub-Contractor shall procure that:

- (a) if the Service Provider Scheme is terminated, a replacement pension scheme shall be provided with immediate effect for those Eligible Employees who are still employed by the Service Provider or relevant Sub-Contractor. The replacement scheme must comply with this Clause 5 (Service Provider Pension Scheme); and
- (b) where the Service Provider Pension Scheme has not been established at the Effective Date or Cessation Date (as the case may be), the Eligible Employees shall be provided with benefits in respect of death-in-service which are no less favourable than the death-in-service benefits provided by the Legacy Scheme immediately before the Effective Date or Cessation Date (as the case may be). Such benefits will continue to be provided until death-in-service benefits are provided by the Service Provider Pension Scheme; and
- (c) all information which the Council or the Administering Authority or their respective professional advisers may reasonably request from the Service Provider or any relevant

Sub-Contractor for the administration of the Legacy Scheme or concerning any other matters raised in this Clause 5 or in relation to calculating the bulk transfer terms shall be supplied to them as expeditiously as possible.

5.4 The Service Provider shall and shall procure that any relevant Sub-Contractor shall award benefits (where permitted) to the Eligible Employees which are identical to the benefits the Eligible Employees would have received under the LGPS Regulations in circumstances where the Eligible Employees would have received such benefits had they still been employed by the Council and where such benefits are of a discretionary nature they shall be awarded on the basis of the Council's written policy in relation to such benefits at the time of the Effective Date. The Service Provider shall be responsible for meeting all costs associated with the award of such benefits.

6. TRANSFER TO ANOTHER EMPLOYER

6.1 Save on expiry or termination of this Contract, if the employment of any Eligible Employee transfers to another employer (by way of a transfer under TUPE) the Service Provider shall and shall procure that any relevant Sub-Contractor shall:

- (a) consult with and inform those Eligible Employees of the pension provisions relating to that transfer; and
- (b) procure that the employer to which the Eligible Employees are transferred (the New Employer) complies with the provisions of this Clauses 2 to 7 inclusive provided that references to the "sub-contractor" will become references to the New Employer, references to "Effective Date" will become references to the date of the transfer to the New Employer and references to "Eligible Employees" will become references to the Eligible Employees so transferred to the New Employer.

7. CLAIMS FROM ELIGIBLE EMPLOYEES OR TRADE UNIONS

7.1 The Service Provider hereby indemnifies the Council and/or any Replacement Provider and, in each case, their Sub-Contractors from and against all Direct Losses suffered or incurred by it or them which arise from claims by Eligible Employees of the Service Provider and/or of any Sub-Contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Eligible Employees which losses:

- (a) relate to pension rights in respect of periods of employment on and after the Effective Date until the date of termination or expiry of this Contract; or
- (b) arise out of the failure of the Service Provider and/or any relevant Sub-Contractor to comply with the provisions of this Clause 7 before the date of termination or expiry of this Contract.

8. PENSIONS EXIT PROVISIONS

8.1 The Service Provider shall and shall procure that each relevant Sub-Contractor shall:

- (a) maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Service Provider or any Sub-Contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Eligible Employees);

- (b) promptly provide to the Council such documents and information mentioned in paragraph 8.1(a) which the Council may reasonably request in advance of the expiry or termination of this Contract; and
- (c) fully cooperate (and procure that the trustees of the Service Provider's scheme shall fully cooperate) with the reasonable requests of the Council relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Service Provider or any Sub-Contractor in the provision of the Services on expiry or termination of the Contract;
- (d) not adversely affect pension rights accrued by the Eligible Employees in the period ending on expiry or termination of the Contract.

DRAFT

DRAFT

Annex B. Transferring Council Employees

NONE

DRAFT

Annex C. Transferring Former Provider Employees

DRAFT

Annex D. List of Notified Sub-contractors

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

<p>SIGNED by an authorised signatory on behalf of SHROPSHIRE COUNCIL</p>	<p>Signature:.....</p> <p>Print Name:.....</p> <p>Position:.....</p>
<p>SIGNED by an authorised signatory on behalf of SHROPSHIRE COUNCIL</p>	<p>Signature:.....</p> <p>Print Name:.....</p> <p>Position:.....</p>
<p>SIGNED by an authorised signatory on behalf of the SERVICE PROVIDER</p>	<p>Signature:.....</p> <p>Print Name:.....</p> <p>Position:.....</p>

**PMCV010 – The Provision of Shropshire Healthwatch and
Independent NHS Complaints Advocacy**

SHROPSHIRE COUNCIL

Confidentiality Undertaking Regarding TUPE

[Date] 2017

[NAME]

Your ref: *

Our ref: PMCV 010

Dear Procurement Team,

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

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

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

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

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

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

DATED THIS DAY OF

Signature

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

Please return to: procurement@shropshire.gov.uk.



Tender Response Document

PMCV 010 Shropshire Healthwatch and Independent NHS Complaints Advocacy

Name of TENDERING
ORGANISATION
(please insert)

HEALTHWATCH SHROPSHIRE

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

Shropshire Council Tender Response Document

Contract Description:

Context

Shropshire Council has a duty to, and is responsible for, contracting with a local Healthwatch organisation. The Health and Social Care Act 2012 and associated Regulations established local Healthwatch as the consumer champion for publicly funded health and social care and set out what a local Healthwatch organisation must do and what type of organisation it must be.

Within these boundaries there is flexibility to commission local Healthwatch in a way that reflects the characteristics and priorities of the local authority area.

In addition the Health and Social Care Act 2012 also transferred responsibility to local authorities to make arrangements for people to have access to independent advocacy if they need help to complain about NHS health services.

Healthwatch Stakeholder Survey

Shropshire Council has undertaken a survey with the aim of understanding what local people and stakeholders think of the way that Healthwatch currently operates in Shropshire and what the priorities should be when setting out the requirements for the new Healthwatch contract.

Stakeholders and people who responded to the survey were invited to a stakeholder event to discuss the findings from the survey and to help plan the priorities for commissioning Healthwatch in Shropshire from April 2018.

The survey findings were presented alongside previous research that has been conducted into the effectiveness of Healthwatch, both nationally and locally. Statutory requirements of local Healthwatch were also presented. Attendees were asked whether the research and survey findings reflected their view on Healthwatch in Shropshire and which elements needed to be prioritised in the Healthwatch specification from April 2018.

The main themes identified as being most important and needing to be secured are:

- **Profile** Healthwatch must have a high profile and people and stakeholders should understand what Healthwatch does, how to engage with Healthwatch and what difference it can make. Healthwatch should make it easy for people to engage, regardless of geography or individual characteristics or circumstances
- **Demonstrated Impact** Healthwatch should be able to demonstrate clearly what difference it makes and the impact it is having on health and social care services and how local engagement has influenced this. This will include an effective and robust 'Enter and View' programme.
- **Independence** Healthwatch should be able to demonstrate that it is independent from health and social care commissioners, whilst at the same time being an important part of health and care planning
- **Local** Healthwatch must operate for the benefit of the people of Shropshire. At the same time opportunities should also be sought to make the best use of its links with other organisations, including other Local Healthwatch, where

there is mutual benefit

Our Requirements

Shropshire Council wishes to commission a local Healthwatch and a local Independent NHS Complaints Advocacy Service (IHCAS). Healthwatch and IHCAS will be offered as an integrated service. Bidders may submit a tender which proposes a sub-contracting arrangement for IHCAS. Shropshire Council is looking for proposals which recognise the benefits of an integrated Healthwatch and IHCAS or close operational links between Healthwatch and IHCAS which make the most efficient use of resources.

Total maximum funding available for Healthwatch and IHCAS will be £162,000 per annum. Bidders should indicate how the total funding is allocated to each element of the integrated service or how much they propose to allocate to IHCAS in the event of a sub-contracting arrangement. Shropshire Council will expect bidders to demonstrate and identify where efficiencies are gained through their proposed approach.

Healthwatch

Shropshire Council wishes to commission a local Healthwatch organisation in accordance with all relevant legislation and as summarised in the February 2014 guidance from Healthwatch England 'Understanding the Legislation: An overview of the legal requirements for local Healthwatch'

http://www.healthwatch.co.uk/sites/healthwatch.co.uk/files/a-guide-to-the-legislation-affecting-local_healthwatch.pdf

Healthwatch Shropshire will be a body corporate which is a social enterprise and will use the Healthwatch trademark under licence from Healthwatch England in relation to its activities.

Healthwatch Shropshire will be influential in the health and social care 'landscape' in Shropshire and will have productive relationships with a wide range of stakeholders across the county including, but not limited to, the local authority, health bodies, GP practices, patient and service user representative groups, service providers, voluntary & community groups and organisations and the general public.

Healthwatch Shropshire will have mutually beneficial strategic and operational relationships with neighbouring local Healthwatch and other local organisations as appropriate. In particular there should be close working with neighbouring Healthwatch where there are shared providers and shared issues. Opportunities will be sought to make the most efficient use of resources with other local Healthwatch, for example sharing expertise, intelligence and/or other resources.

IHCAS

In addition, Shropshire Council wishes to commission an Independent Health Complaints Advocacy Service (IHCAS) in accordance with all relevant legislation and will be client centred, providing a flexible service that empowers a person (complainant) who wishes to resolve a complaint about healthcare commissioned and/or provided by the NHS in Shropshire. IHCAS can also support a local person to resolve a complaint about health services commissioned and delivered by an NHS provider within another local area.

IHCAS will need to link closely to Local Healthwatch organisations, in particular Healthwatch Shropshire, in order that learning and information can be shared regarding the quality of health and social care services in order to drive

improvements.

Due to the close geographical links and shared NHS services, it is also important that the IHCAS for Shropshire shares learning with the IHCAS covering the Telford & Wrekin Council area.

It is important that IHCAS will have close strategic, working and/or organisational links with other organisations who are involved in developing insight and collecting information about peoples' views and experiences of health services in Shropshire. In addition it is essential that IHCAS develops and sustains close strategic and operational links with other providers and complementary services including NHS organisations, providers of information and advice such as CAAN, as well as with the Voluntary and Community Sector generally. The IHCAS service will demonstrate how these links are delivering better value for money, maximising use of resources and continuous improvement to the outcomes for people.

For the year 2016/17, 160 contacts were made with the current IHCAS service. Of these 25 subsequently requested the support of an advocate.

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

Instructions for the completion of this document

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

Contents

Section	Description	Page
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A2	Non-Canvassing Certificate	10
A3	Non-Collusive Tendering Certificate	11
A4	Declaration of Connection with Officers or Elected Members of the Council	12
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information– For information only	15
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	19
B Part 2 Section 3	Grounds for Discretionary Exclusion	21
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Evaluation Criteria

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

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

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven

competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

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

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

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

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

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

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

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

Award Criteria – Weighted Marked Questions

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 20% (200 marks)		
Section C / Q 1.1	Price	20% / 200 max marks
Total for price		20% / 200 max marks
Quality 80% (800 marks)		
Section C / Q 2.1	Service Delivery	25% / 250 max marks
Section C / Q 2.2	Governance & Independence	12.5% / 125 max marks
Section C / Q 2.3	Quality Assurance	10% / 100 max marks
Section C / Q 2.4	Impact	10% / 100 max marks
Section C / Q 2.5	Profile	7.5% / 75 max marks
Section C / Q 2.6	Outcomes & Effectiveness	5% / 50 max marks
Section C / Q 2.7	Social Value Proposals	5% / 50 max marks
Section C / Q 2.8	Implementation	5% / 50 max marks
Total for quality		80% / 800 max marks

Quality Questions/ Scoring Scheme

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

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

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

The tender receiving the highest initial mark for Quality Criteria overall will receive the full 800 marks available for Quality. Other tenders will receive a final mark that reflects the % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Price Evaluation and scoring

There is a maximum of £162,000 per annum available for the duration of this contract. The Council will not consider any tenders where the annual contract value exceeds £162,000. Bidders must indicate the annual contract value allocated to each element (Healthwatch and IHCAS) for information purposes only and must indicate if the IHCAS element is to be sub-contracted.

The most competitively priced tender will receive the maximum mark for price being 200. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Section A: 1. Form of Tender

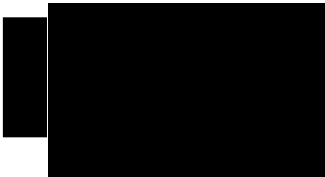
Form of Tender

Shropshire Council

Tender for Shropshire Healthwatch and Independent NHS Complaints Advocacy

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 supply/provision of Shropshire Healthwatch and Independent NHS Complaints Advocacy at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed



Name.....



Date12/12/17

DesignationChair

Company.....Healthwatch Shropshire

Address4 The Creative Quarter, Shrewsbury Business Park, Shrewsbury

.....

Post Code SY2 6LG

Tel No01743 237 884

Fax No01743 342 179

E-mail address



Web addresswww.healthwatchshropshire.co.uk

Section A:
2. Non – Canvassing Certificate

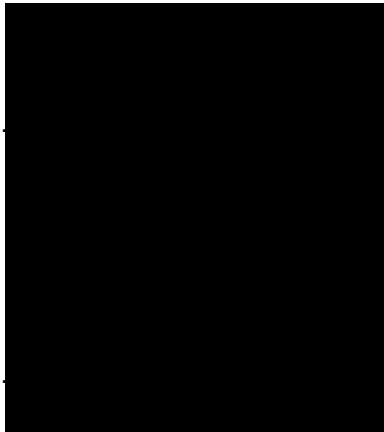
Non-Canvassing Certificate

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

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

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

Signed (1) ...



Status.....Chair

Signed (2) ...

Status.....Deputy Chair

(For and on behalf of ...Healthwatch Shropshire...)

Date12/12/17

Non-collusive Tendering Certificate

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

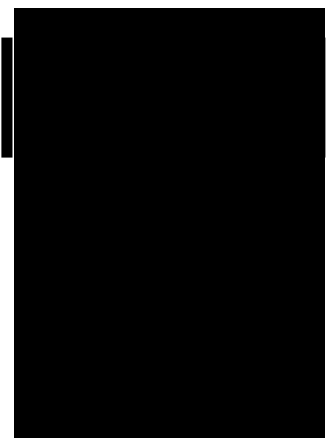
The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

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..... Chair

Signed (2) ...

Status..... Deputy Chair

(For and on behalf ofHealthwatch Shropshire.....)

Date12/12/17

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

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

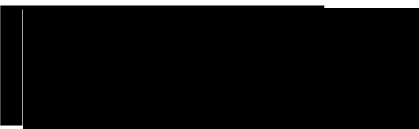
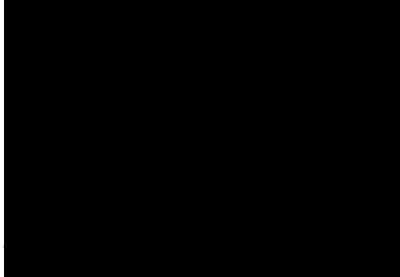
Yes / **No**

If yes, please give details:

Name	Relationship

Please note:

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

Signed (1) ...		Status..... Chair
Signed (2)		Status..... Deputy Chair
(For and on behalf ofHealthwatch Shropshire.....)		
Date12/12/17		

SECTION B

Standard Selection Questionnaire

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

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

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

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

Supplier Selection Questions: Part 3

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

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

Consequences of misrepresentation

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

Notes for completion

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

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

¹ See PCR 2015 regulations 71 (8)-(9)

Part 1: Potential supplier Information

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

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	Healthwatch Shropshire
1.1(b) – (i)	Registered office address (if applicable)	4 The Creative Quarter Shrewsbury Business Park Shrewsbury, SY2 6LG
1.1(b) – (ii)	Registered website address (if applicable)	www.healthwatchshropshire.co.uk
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	G- Company limited by guarantee and a Charity
1.1(d)	Date of registration in country of origin	22/02/2013
1.1(e)	Company registration number (if applicable)	08415314
1.1(f)	Charity registration number (if applicable)	1151343
1.1(g)	Head office DUNS number (if applicable)	219271670
1.1(h)	Registered VAT number	N/A
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	

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

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

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

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

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

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

Contact details and declaration

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

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

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

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

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	[REDACTED]
1.3(b)	Name of organisation	Healthwatch Shropshire
1.3(c)	Role in organisation	Chief Officer
1.3(d)	Phone number	01743 237 884
1.3(e)	E-mail address	[REDACTED]
1.3(f)	Postal address	4 The Creative Quarter, Shrewsbury Business Park, Shrewsbury, SY2 6LG
1.3(g)	Signature (electronic is acceptable)	[REDACTED]
1.3(h)	Date	12/12/17

Part 2: Exclusion Grounds

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

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 13), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>

2.3(a)	<p>Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

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

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

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

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	
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Part 3: Selection Questions

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

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

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

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

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

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

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

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

8. Additional Questions

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

Section 8	Additional Questions
8.1	Insurance
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer’s (Compulsory) Liability Insurance = £5 Million ██████████</p> <p>Public Liability Insurance = £5 Million ██████████</p> <p>Professional Indemnity Insurance = £2 Million ██ ██████████</p> <p>*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

8.2 – Compliance with equality legislation

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

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



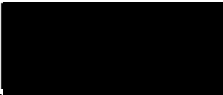
1.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to this question is “Yes”, please provide details in a separate Appendix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

8.4 – Health & Safety

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

8.5 Safeguarding of adults and children

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

	<p><i>Why do we need to know this?</i> <i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i> West Midlands Child Protection and Safeguarding Procedures Manual http://westmidlands.procedures.org.uk/</p> <p>West Midlands Multi-Agency Policy and Procedures for the protection of adults with care and support needs in the West Midlands https://www.shropshire.gov.uk/media/3099/wm-adult-safeguarding-regional-pp-v1.pdf</p> <p><i>We need to ensure all companies that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations.</i> <i>The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</i></p>	
<p>1</p>	<p>Do you have a Safeguarding Policy or statement for safeguarding children? Do you have a Safeguarding Policy or statement for safeguarding adults?  </p>	<p>Enclosed YES/NO</p> <p>Enclosed YES/NO</p>
<p>2</p>	<p>For information: our requests for references will include a question relating to your organisation's record for safeguarding.</p>	
	<p>3</p> <p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire's Safeguarding Children Board (SSCB) http://www.safeguardingshropshireschildren.org.uk/</p> <p>and</p> <p>Shropshire Council's approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</p> <p>I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.</p> <p>Signed  Status.....Chair</p>	

	(For and on behalf of Healthwatch Shropshire)	
	Date12/12/17	

8.7 It is a requirement within the terms and conditions for this Contract that where requested in writing during the term of the Agreement that the Contractor will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council. Please confirm your acceptance of this term by ticking the box below

SECTION C – TENDER SCHEDULE

1.	<p>Price</p> <p>A maximum of £162,000 is available in each year of this Contract. The Price Evaluation will be based on the total Contract funding requirement over the maximum possible term of this Contract (5 years)</p>	<p>Total Marks 200 / 20%</p>
1.1	<p>Contract Funding Requirement. Please complete the table below showing your contract funding requirement for each of the 5 years of the contract (subject to a maximum £162,000 in each year). Please also supply an outline budget to illustrate your response.</p> <p>The Council will not consider any tenders where the annual contract value exceeds £162,000 in any year of this contract. Bidders must indicate the annual contract value allocated to each element for information purposes only and must indicate if the IHCAS elements to be sub-contracted.</p> <p>Marks will be based on the total contract funding requirement over the full possible term of the contract (5 years). The most competitively priced tender will receive the maximum mark for Price being 200. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.</p> <div style="background-color: black; height: 150px; width: 100%; margin-top: 20px;"></div>	<p>200 marks / 20%</p>

	<p><i>'Please also supply an outline budget to illustrate your response'.</i></p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	
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<p>2.</p>	<p>Quality</p> <p>Please respond to all the following questions and create sufficient space for your responses by expanding the table.</p>	<p>Total Marks 800 / 80%</p>
<p>2.1</p>	<p><u>Service Delivery</u> Please describe in detail your model for operating Healthwatch and Independent Health Complaints Advocacy (IHCAS) in Shropshire within the available budget. Please illustrate your response with examples and evidence of your ability to carry out the service where necessary. Your response should include:</p> <ul style="list-style-type: none"> • Your experience, if any, of operating these services or similar • The structure of your organisation • Staff – recruitment, skills, training, retention • Volunteers - recruitment, skills, training, retention • How you will carry out the statutory functions of a local Healthwatch and IHCAS within the available budget (please detail whether IHCAS will be an integrated part of your organisation or sub-contracted with reasons and description of the benefits of your proposal and a description of how the relationship will work) • If applicable, how you will partner, share resources or collaborate with other organisations to most efficiently carry out your functions • The use of local partnerships and relationships to maximise the effectiveness of your work • Opportunities, if any, for generating additional income outside of this contract <p>Response</p> <div style="background-color: black; width: 100%; height: 100px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 60px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100%; height: 20px;"></div>	<p>250 marks / 25%</p>


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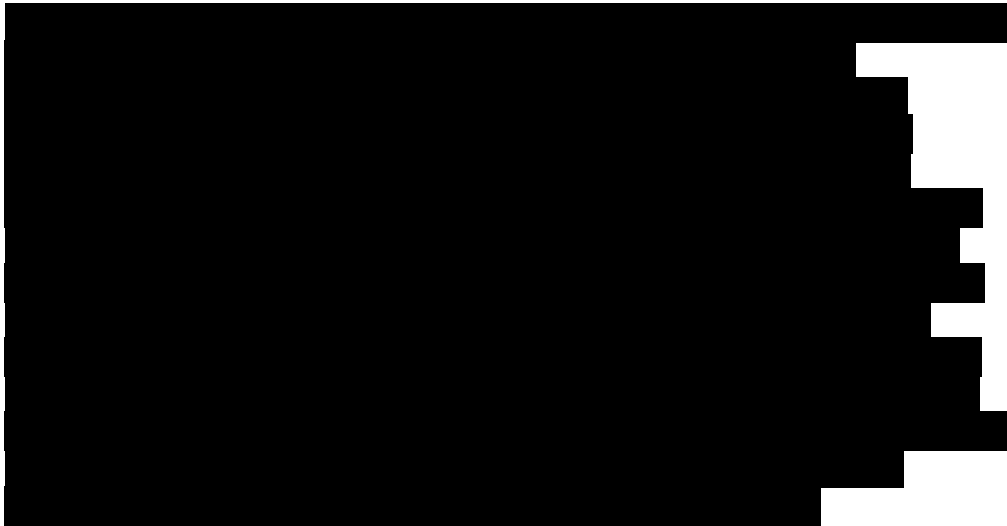

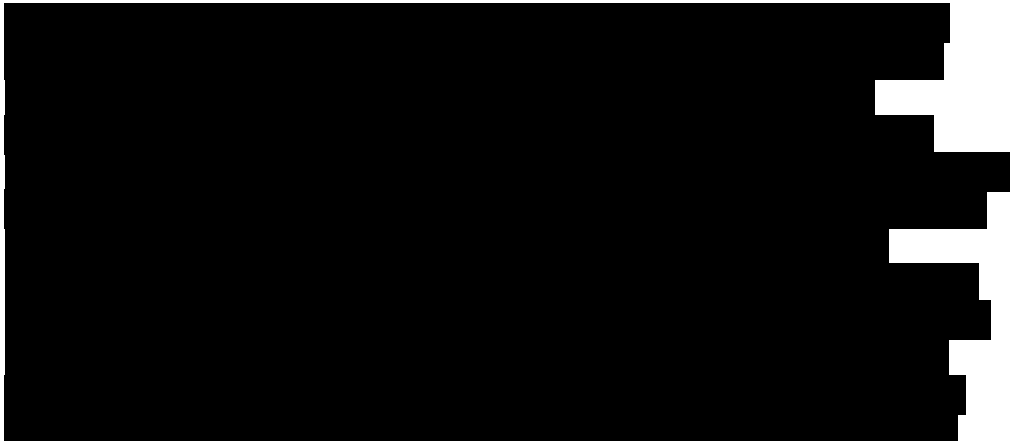
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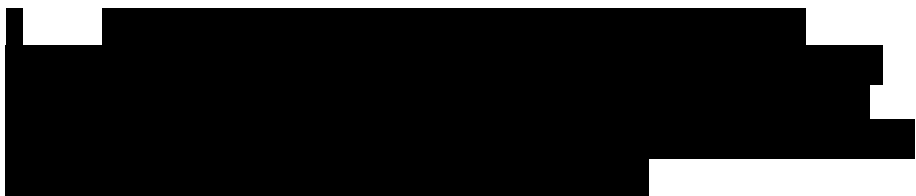
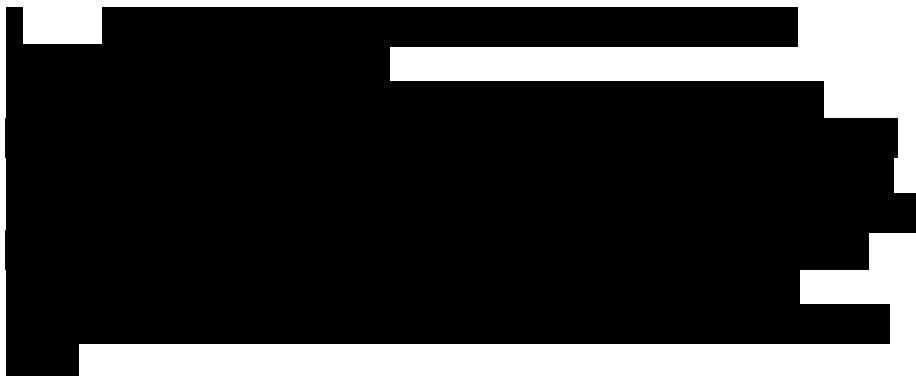


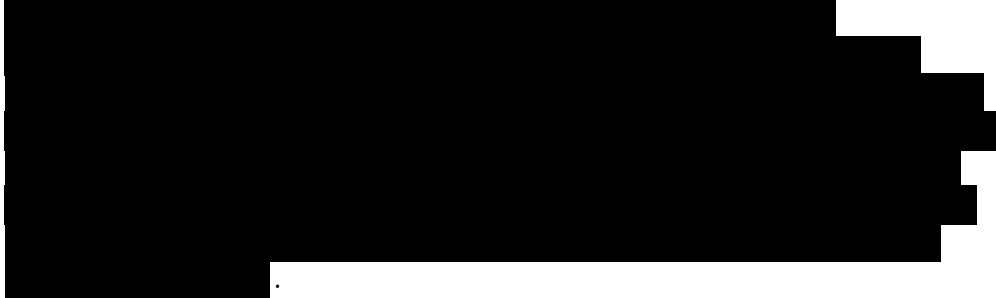
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commercial info

		
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2.2	<p><u>Governance and Independence</u></p> <p>Please describe your approach to governance. This should include organisational and board structure, decision-making processes and how you will involve and be responsive to stakeholders and the local community as a whole. Your response should include:</p> <ul style="list-style-type: none">• Demonstration of how you will ensure independence from health and social care providers and commissioners, whilst at the same time being an important part of health and care planning structures• A clear demonstration that Shropshire Healthwatch operates for the benefit of the people of Shropshire and is recognised as such <p>Response</p>   	125 marks / 12.5%
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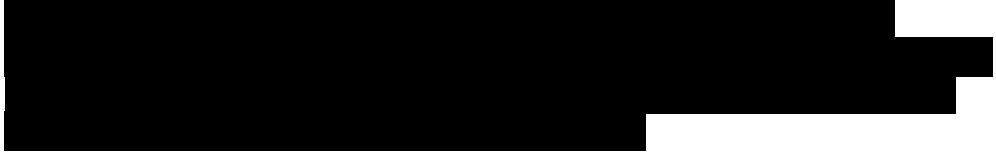


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2.3	<p><u>Quality Assurance</u> Please describe your approach to assuring the quality and integrity of your analysis and recommendations</p> <p>Response</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	100 marks / 10%
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	[REDACTED]	
	[REDACTED]	
	[REDACTED]	
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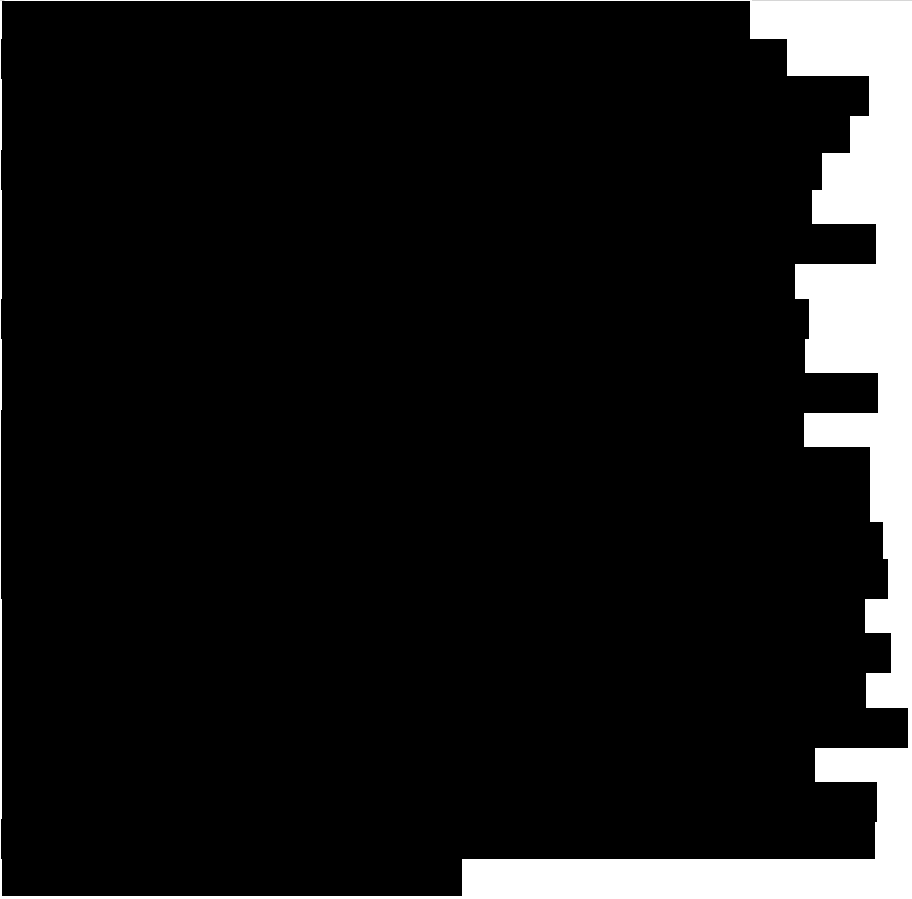



		
		
		
		
		

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	[REDACTED]	
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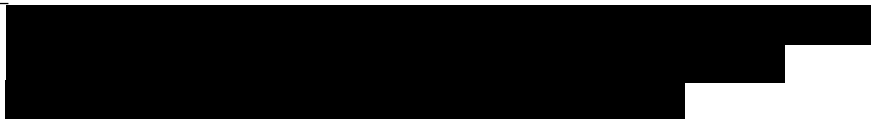

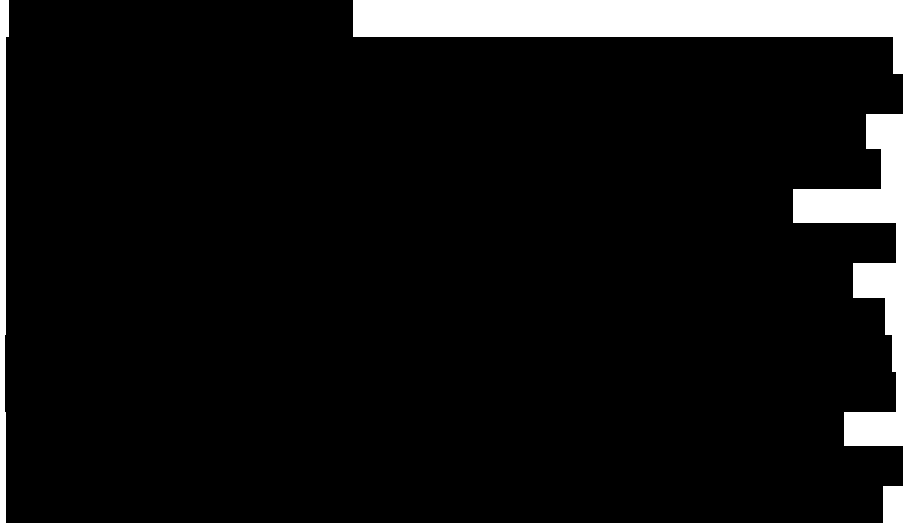


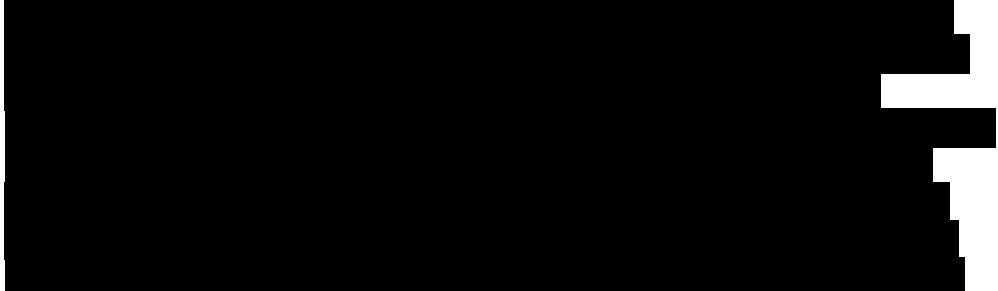
2.4	<p><u>Impact</u> How will you demonstrate the impact and changes arising as a result of your work to commissioners, providers and members of the public? Please give examples where you have done this before including, if applicable, at least two examples of improvements resulting from an 'Enter and View' process.</p> <p>Response</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	100 marks / 10%
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	<p>[REDACTED]</p>	

commercial info

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2.5	<p><u>Profile</u> How will you ensure that Healthwatch and IHCAS have sufficient profile to encourage use, participation and involvement from the public, volunteers, stakeholders and other partners?</p> <p>Response</p> 	75 marks / 7.5%
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	[REDACTED]	
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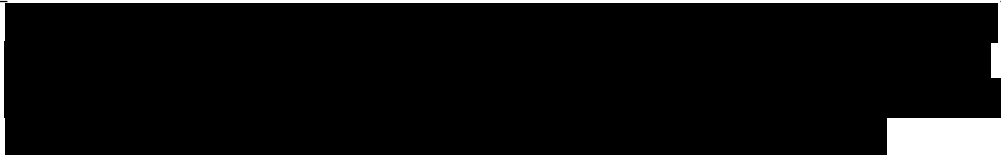
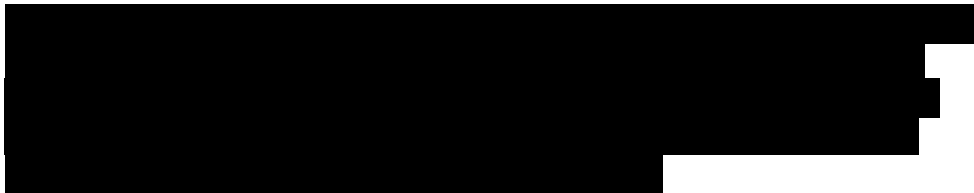


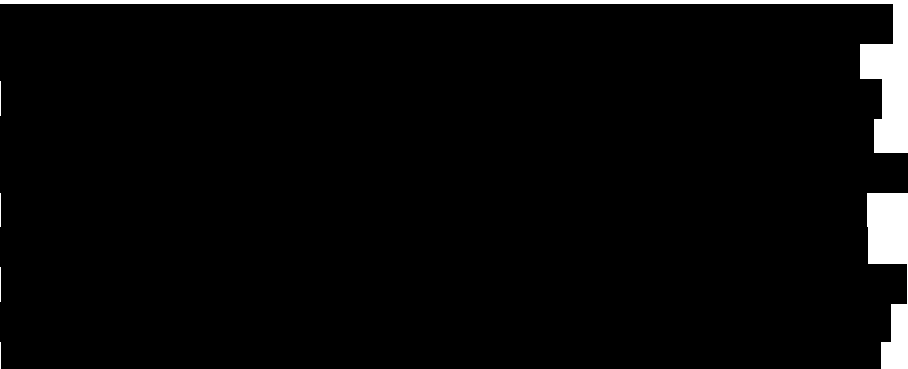
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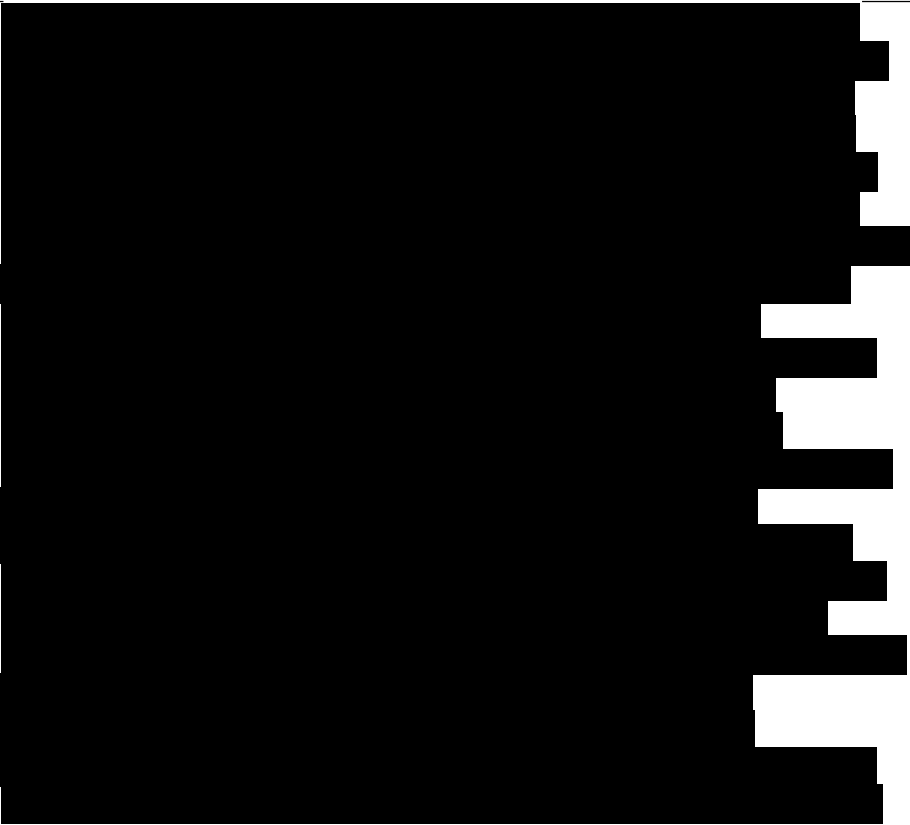
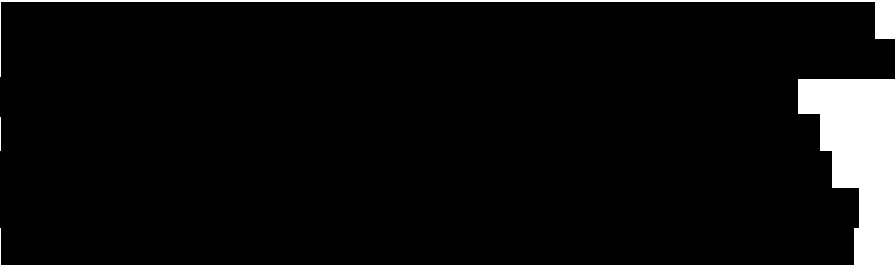
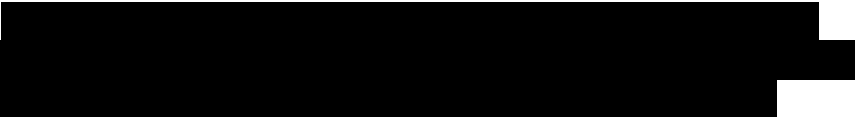


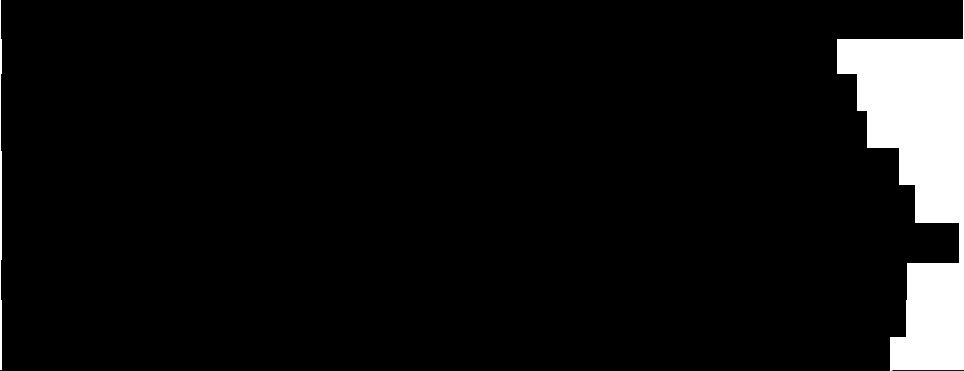
	[REDACTED]	
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	[REDACTED]	
	[REDACTED]	

2.6	<p><u>Outcomes and Effectiveness</u> Please describe your approach to reporting outcomes, performance and effectiveness for commissioners and stakeholders</p> <p>Response</p> <p>[Redacted text block]</p>	50 marks / 5%
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!	[REDACTED]	
!	[REDACTED]	
!	[REDACTED]	
	[REDACTED]	
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!	[REDACTED]	
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	[REDACTED]	
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2.7	<p><u>Social Value</u> Please describe your approach to delivering social, economic or environmental value through the way your organisation operates. As a minimum please make reference to the Social Value outcomes detailed in Section 2.3 of the Service Specification</p> <p>Response</p>   <ul style="list-style-type: none"><li data-bbox="300 1032 1265 1630"> <li data-bbox="300 1664 1265 2031"> 	50 marks / 5%

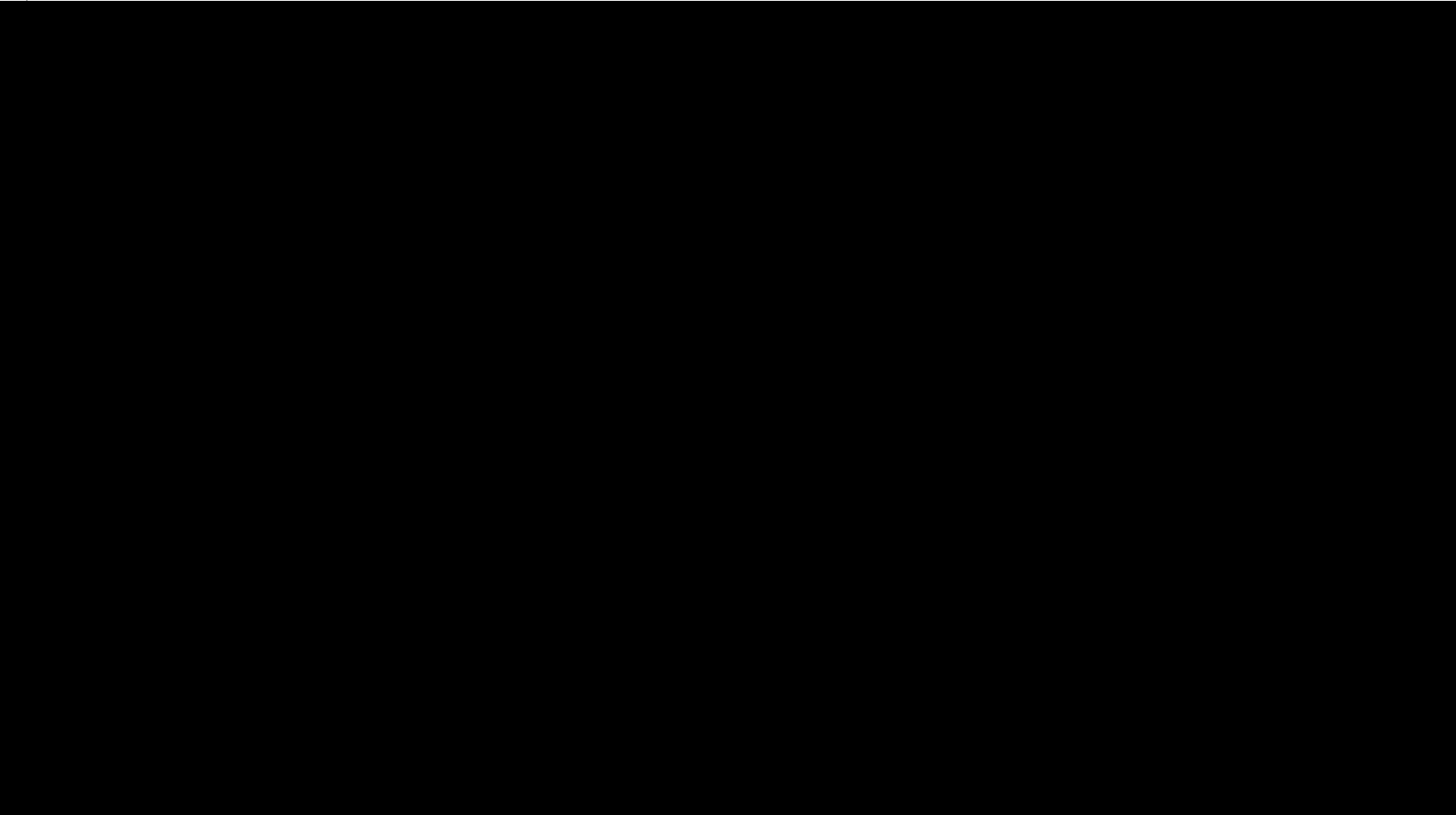
		
	<ul style="list-style-type: none">	
		
		
		

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

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2.8	<p><u>Implementation</u></p> <p>Please provide details of your transition and implementation plan and timetable detailing the activity over the period from contract award in early January 2018 to the contract start date of 2nd April 2018 that references involvement with stakeholders, staff, volunteers, partners, etc</p> 	50 marks / 5%
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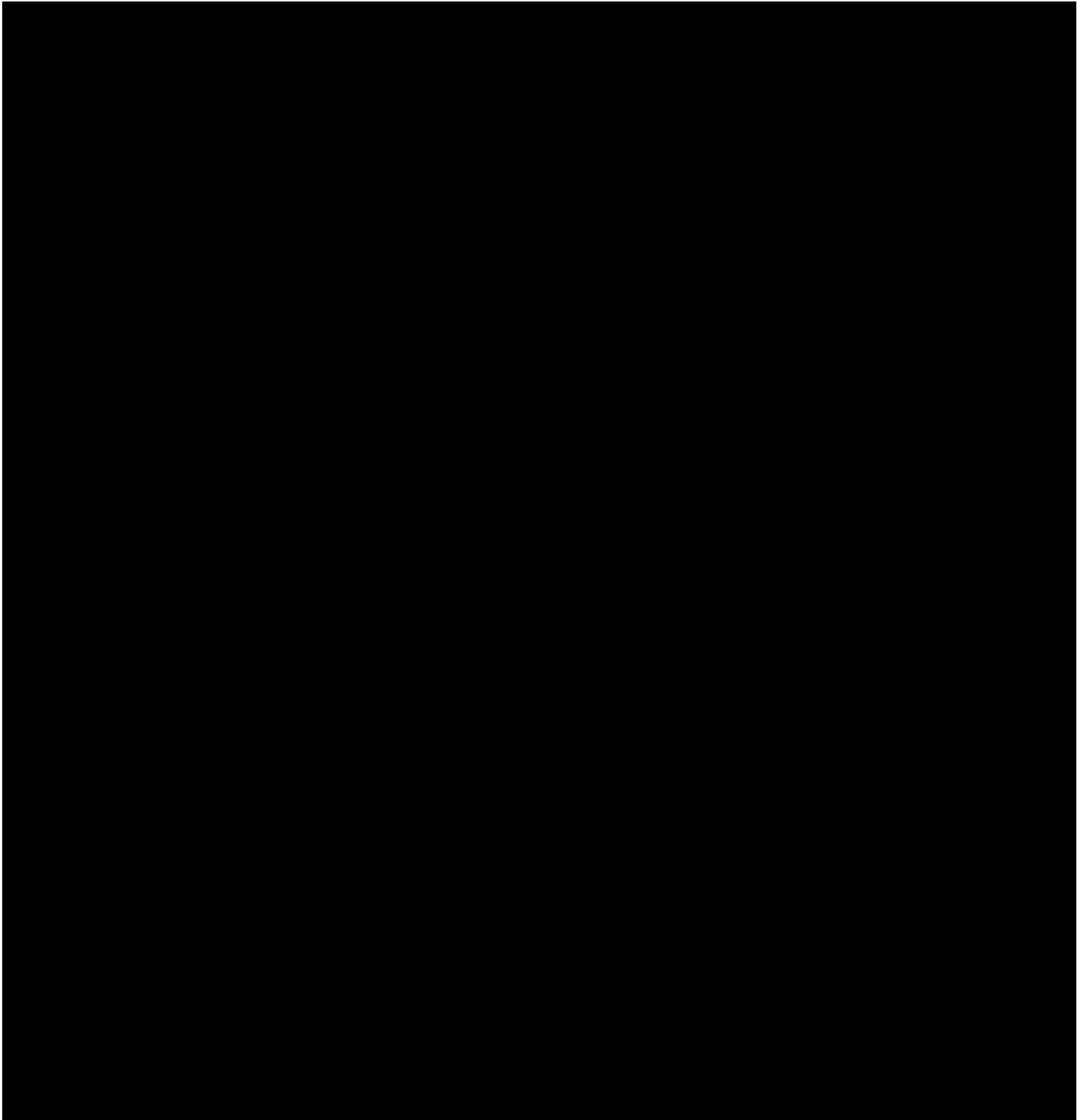
Name of tendering organisation: HEALTHWATCH SHROPSHIRE



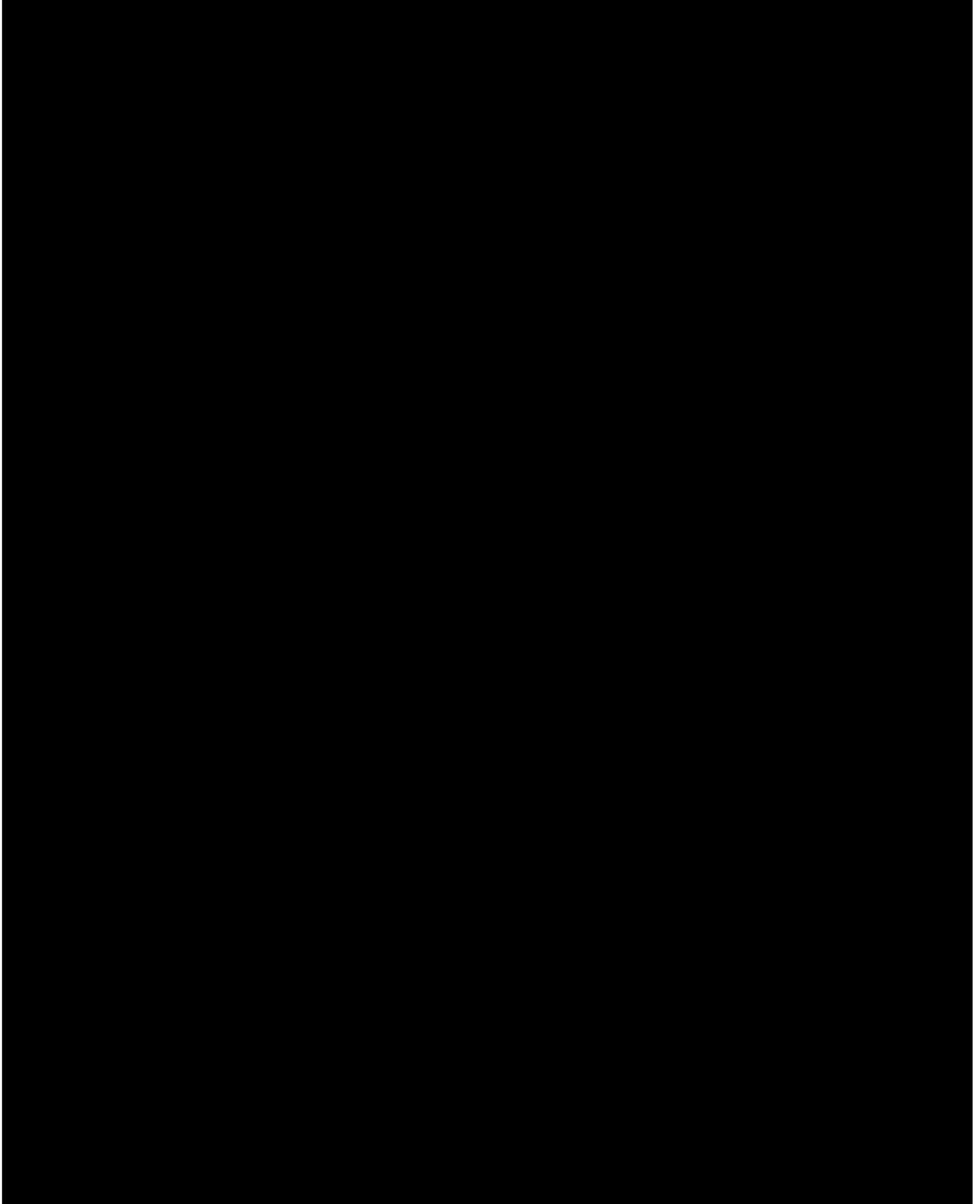
Name of tendering organisation: HEALTHWATCH SHROPSHIRE

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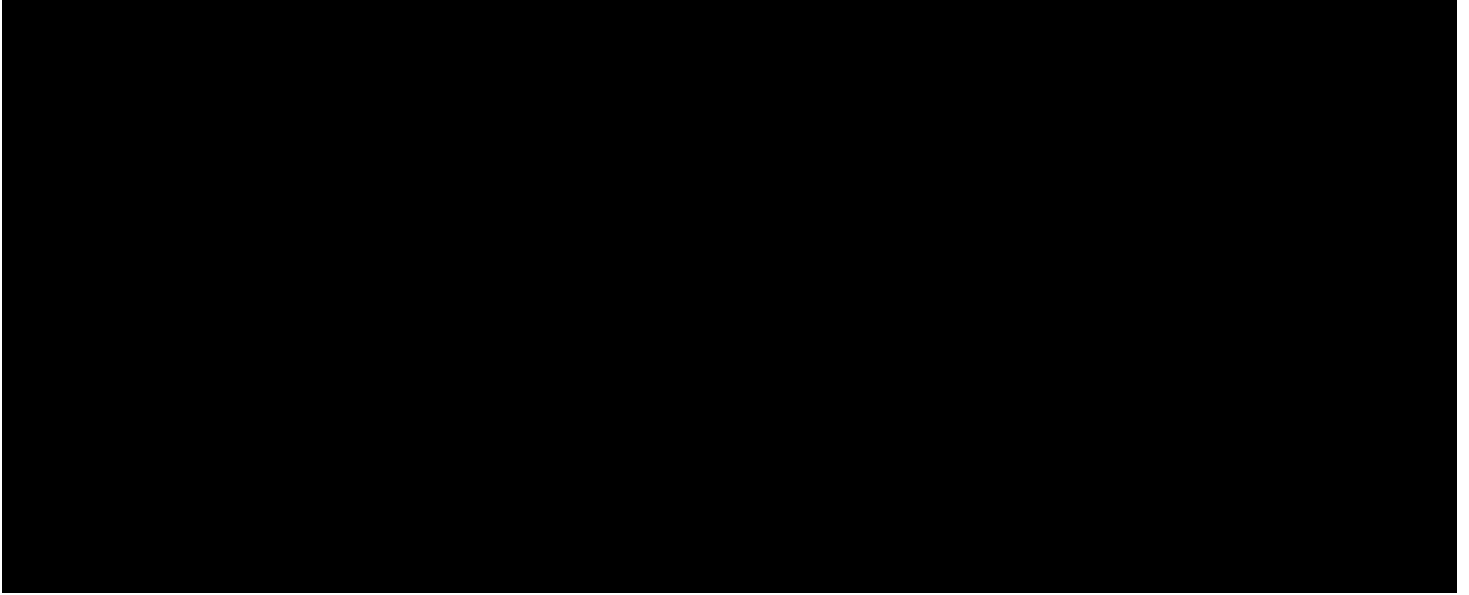
For your further information, we would confirm that your quality submission was scored against the published scoring scheme and the stated award criteria and received the marks set out:



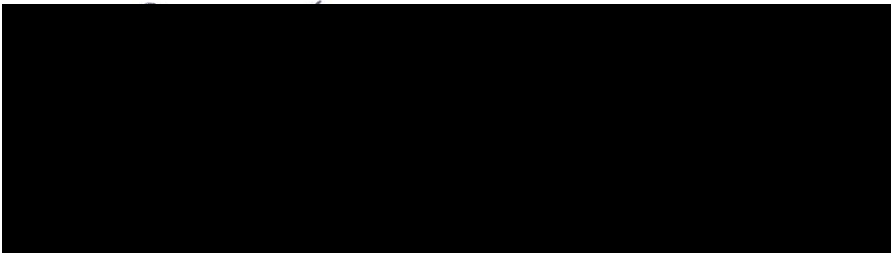
commercial info



commercial & personal info



Yours sincerely



Director of Public Health for Shropshire
Email 