



INVITATION TO TENDER (ITT)

for

ADVOCACY SERVICES

XXXXX

COMPLETED BY

ORGANISATION	[Tenderer to complete]
NAME	[Tenderer to complete]
DATE	[Tenderer to complete]

TO BE COMPLETED AND RETURNED TO THE COUNCIL

This document contains **RESTRICTED INFORMATION** once completed by the Tenderer.

ORGANISATION NAME:

OPEN



ADVOCACY SERVICE

DATE: _____

INVITATION TO TENDER

TABLE OF CONTENTS

- 1 Introduction 3**
- 2 Instructions to Tenderers 4**
- 3 Your Organisation..... 9**
- 4 Specification..... 9**
- 5 Pricing..... 14**
- 6 Terms and Insurance..... 14**
- Appendix A – Terms and Conditions 15
- Appendix B – Specification 15
- Appendix C – Evaluation Spreadsheet 15
- Appendix D – Freedom of Information Act 2000 15
- Appendix Ei & Eii – Information on potential transferees 15
- Appendix D – Freedom of Information Act 2000 16
- SCHEDULE 1 – Entry Level Questions 18
- SCHEDULE 2 – Organisation Information..... 20
- SCHEDULE 3 – Experience and Contract Examples..... 25
- SCHEDULE 4 – Pricing Schedule 26
- SCHEDULE 7 – Freedom of Information Act 2000 - Schedule of Reserved Information: 28
- SCHEDULE 6 – Tender Checklist 30
- SCHEDULE 7 – Form of Tender 31

1 Introduction

1.1 Background

- 1.1.1 **Bracknell Forest Borough Council (BFBC or the Council)** is located in central Berkshire, and was designated a New Town in 1949 but became a Unitary authority in April 1998. The Council's services are divided between four directorates, Corporate Services, Adult Social Care, Health & Housing (ASCHH), Environment, Culture & Communities and Children, Young People & Learning.
- 1.1.2 The Council's Adult Social Care, Health & Housing Department, aims to ensure people can exercise choice and design the support and care arrangements that best suit their specific needs.
- 1.1.3 The Council's vision is of a community where people can thrive; living and working in a clean, safe and healthy environment, a vision that embraces the principles of sustainable communities. A sustainable community is one where all people will want to live and continue to want to live in the future - a community that can stand on its own feet and adapt to the changing and complex demands of modern life.
- 1.1.4 The Council and Berkshire PCT have developed an Advocacy Strategy, and this ITT is part of delivering and contributing towards the goals and objectives identified.

1.2 Outline Requirement

- 1.2.1 The Council is seeking to appoint a single 'Prime Provider' to deliver or sub-contract as required the services detailed in this ITT.
- 1.2.2 The Prime Provider shall provide advocacy support to those people who meet the criteria identified in the Advocacy specification to speak up for, or act on behalf of, themselves or another person. The Prime Provider shall support people to take action to say what they want, secure their rights, and represent their interests as well as make sure people can contribute their views, opinions, ideas and feelings, in making broader decisions about their life and overcoming challenges in their daily living. This will ensure that people have their views heard and their rights respected by reason of their physical, mental or sensory needs. The service shall be provided to people who are eligible for support from the Council as well as carers of these people.
- 1.2.3 Currently there are advocacy arrangements in place to support and enable people 17+ with learning disabilities and autism. This is achieved by providing independent advocacy on a one-to-one basis. The advocacy support is issue based and time limited. There are also two supported self/peer advocacy groups (one for people with learning disabilities and the other for people with autism). The aforementioned services are currently provided by the equivalent of two whole time workers.
- 1.2.4 Currently, Advocacy Services are predominately provided to people with a learning disability or autism, with minimal use by other groups of people eligible for support from ASCHH. Due to the evolving personalisation agenda, it is anticipated that the requirement for these services within other vulnerable groups as well as carers will increase.
- 1.2.5 The Advocacy Service shall include providing advocacy on a one-to-one basis, support and develop advocacy groups and develop a pool of community based advocacy experts/volunteers.
- 1.2.6 The contract duration will be for a maximum of 4 years, covering an initial period of 2 years plus 2 optional extensions, each of 1 year (i.e. 2 + 1 + 1)

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

1.3 TUPE

1.3.1 The provisions of the Transfer of Undertakings (Protection of Employment) Regulations may apply on expiry of the current contractual arrangements. The current contractors are:

Just Advocacy, Dunedin House, 2 The Mews, Wharf Street, Godalming, Surrey, GU7 1NN.

Tel. No: 01483 527759

Email: Jennifer.kelsey@justadvocacy.org.uk

United Voice (Be Heard), 4-5 Town Square, Bracknell, Berks, RG12 1AT

Tel. No: 01344 485509

Email: brian@united-voices.co.uk

1.3.2 Information on potential transferees provided by these suppliers is given in Appendix Ei and Eii. **The Council will not be held responsible for the accuracy of the information provided and tenderers should contact the above contractor direct for further information.**

1.4 Project Schedule

1.4.1 The following is the proposed timetable for the procurement and implementation of the Advocacy Service

Publish advert in South East Business Portal		XXXXX	XXXXX
Issue Invitation to Tender		XXXXX	XXXXX
Last Questions from Tenderers		XXXXX	XXXXX
Issue Final Question & Answer Summary		XXXXX	XXXXX
Receive Response from Tenderers	Noon	XXXXX	XXXXX
Supplier Presentations		XXXXX	XXXXX
Contract Award		XXXXX	XXXXX
Contract Start Date		XXXXX	XXXXX

2 Instructions to Tenderers

2.1 Entry Level Questions

2.1.1 Please read through the documents included in this pack, in particular the Specification.

2.1.2 **Please complete Schedule 1 - Entry Level Questions.**

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

- 2.1.3 **Please ensure that you include sufficient justification for any exception. If you do not pass the Entry Level Questions, we will not be able to consider your full quotation.**

2.2 General Instructions

- 2.2.1 If, having completed the Entry Level Questions at Schedule 1 you intend to quote for the Advocacy Service Tender, please read through the following instructions carefully and prepare your quotation.
- 2.2.2 The Council will not be responsible for any costs or expenses you incur in preparing or delivering or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful.
- 2.2.3 You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.
- 2.2.4 Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions.
- 2.2.5 Clarifications of the invitation to tender documents must be made **in writing** by either email or letter to the following:

Contact XXXXX

Email: XXXXX

- 2.2.6 As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive. The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than XXXXX
- 2.2.7 Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
- 2.2.8 All questions submitted to the Council in writing and answers, will be logged, summarised and issued to all tenderers.
- 2.2.9 All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.

2.3 Tender Response

2.3.1 Please submit 2 hard copies of the commercial section and 5 hard copies of the technical section of your quotation, plus one electronic copy on CD/DVD. Most business file types are acceptable; however any file containing code, password protection or seemingly inappropriate images will be rejected. We are unable to accept quotations on USB stick.

2.3.2 Your tender must be divided into two sections and contain the information called for in each section below:

The **commercial** section should include:-

- Firm prices in sterling for the Goods/Services must be entered on the Pricing Schedule (Schedule 4)
- The completed Schedule of Reserved Information - see guidance attached at Appendix D (Schedule 5)
- The Form of Tender statement (Schedule 7) completed, signed and dated.

The **technical** section should include:

- Entry Level Questions (Schedule 1)
- Organisation Information (Schedule 2)
- Previous Experience (Schedule 3)
- Specification (ITT Section 4)
- Pricing – Alternative Offers (ITT Section 5)
- Terms and Insurance (ITT Section 6)
- Tender Checklist (Schedule 6) should be completed and comments added if required.

No pricing should be included in the technical section.

2.3.3 Respond to all sections in the Specification, ITT Section 4. You should complete your responses in blue ink into this document. Alternatively, you may submit a separate document providing the tender cross references the section and paragraph numbers of this invitation to tender.

All sections must be responded to even if simply “Understood” or “Agreed”.

2.3.4 The Council has indicated a maximum number of words against some questions. The number indicated includes words in any charts, appendices and diagrams which are incorporated into the tenderer's response unless otherwise clearly indicated. In the event that the number of words is exceeded, the Council will only consider the first part of the tenderer's response up to the maximum allowed.

2.3.5 Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.

2.3.6 Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

- 2.3.7 All pricing should be stated exclusive of VAT.
- 2.3.8 Tenders shall remain open for an initial acceptance for a minimum of 180 calendar days, although the Council may ask you to extend of the period of validity

2.4 Submission of Tenders

- 2.4.1 The original, signed, tender must be returned by no later than XXXXX
- 2.4.2 Please address to:

XXXXX

- 2.4.3 If submitting hard copies, the envelope must not indicate the name of the sender; envelopes that do may be rejected unopened. Similarly, tenders received after the tender submission date/time may be rejected.

2.5 Tender Decline

If you decide not to respond to this ITT, please let the contact in Section 2.2.5 know in writing as soon as possible, giving a brief reason(s).

2.6 Evaluation of Tenders

- 2.6.1 Suppliers must pass the Entry Level Questions in Schedule 1.
- 2.6.2 The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the contract notice, at any time.
- 2.6.3 Suppliers must be financially sound. We use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect suppliers to have been trading long enough to have published accounts and developed a client base.
- 2.6.4 The contract will be awarded on the basis of the most economically advantageous offer having regard to:
- 2.6.5 The **Total Cost** of the goods, services or works, (40% of the total score)
- 2.6.6 The **Quality** of the solution in terms of functionality and infrastructure (60% of the total score) takes into account issues such as; quality, price, technical merit, aesthetic and functional characteristics, environmental characteristics, after sales service, technical assistance, delivery date and delivery period and period of completion.
- 2.6.7 The **Total Cost** score is out of 100 marks and will be awarded based on a mathematical formula taking into account the overall weighting allocated to this particular section. In this instance, it is calculated by taking the lowest Total Cost divided by the next lowest Total Cost and multiplied by 100. As a result, the lowest Total Cost (subject to the provisions of regulation 30(6) of the Public Contracts Regulations 2006) will be awarded a score of 100 for price alone, with tenderers thereafter being allocated a relative score. This will be combined with quality, to give an overall score for each tenderer.
- 2.6.8 The Council's evaluation will include supplier presentations. Evaluation of these elements will be used to review the initial scoring based on further understanding gained.
- 2.6.9 The headline **Quality** evaluation criteria are as follows:-

ORGANISATION NAME: _____

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

Criteria	Marks	Applicable Document(s) & Section(s)
Entry Level Questions	Pass/Fail	Schedule 1
Financial Standing	Pass/fail	Schedule 2B
Specification/Method Statement	100	ITT Section 4, Schedule 2A and Schedule 3
Pricing	Not scored	Schedule 4
Terms and Insurance	Pass/fail	ITT Section 6
Freedom of Information	Not scored	Schedule 5
Tender Checklist	Not scored	Schedule 6
Form of Tender	Pass/Fail	Schedule 7
Total	100	

- 2.6.10 The evaluation spreadsheet which details any **sub-criteria** and formulae used is attached as Appendix C of this ITT.
- 2.6.11 The Council shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.
- 2.6.12 You may be required to answer any Council queries on your proposal and to attend formal meetings with the Council during the tender evaluation period. Additionally the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

2.7 Alternative Offers

Alternative offers will only be considered if they constitute a fully priced alternative and are submitted in addition to a tender complying with the requirements specified in the Invitation to Tender documents. Alternative offers must contain sufficient supplementary information, drawings and data to permit a complete evaluation to be made.

2.8 Canvassing

Any contractor who directly or indirectly canvasses any member or official of the Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

2.9 Whistle blowing policy

Your attention is drawn to the Council's whistle blowing policy which can be found on the Procurement website at: www.bracknell-forest.gov.uk/procurement

ORGANISATION NAME: _____

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

3 Your Organisation

3.1 Overview

- 3.1.1 Please **complete Schedule 2A**, providing standard information on your organisation. [max score 5]
- 3.1.2 Please **complete Schedule 2B**, providing economic and financial information.

4 Specification

4.1 Specification Compliance

- 4.1.1 Please confirm your acceptance of the attached Specification. If there are any exceptions, please detail below or attach a separate sheet if necessary.

NB Significantly non-compliant bids may be rejected.

Response

Pass/fail (disqualify)

4.2 General

- 4.2.1 Please provide a brief overview of your organisation and how it could best provide the Advocacy Service required by the Council, as detailed in the Specification.
Include details on how many staff your organisation (including consortia members or named sub-contractors, where appropriate) employ, and related turnover (GBP £), that are relevant to the provision of the goods/services similar to those set out in the Specification. If you intend to sub contract any of the services, please include a description of your organisations method for managing sub-contractors.

Response [Maximum 500 words]

Max 7 points

- 4.2.2 Please detail below, or attach a copy of your organisations Project Initiation Plan, detailing the key milestones for implementing the service as of XXXXX

Response [Maximum 300 words]

Max score 5

4.3 Equal Opportunities

- 4.3.1 Please detail how your organisation will ensure participation and consultation are embedded throughout your service delivery and your service development, including engagement with hard to reach groups from all communities. Please also include a brief summary of your organisations own equal opportunities policy or confirm acceptance of the Council's equal opportunities document at:-

<http://www.bracknell-forest.gov.uk/good-practice-on-equality-and-diversity-when-contracting-with-bracknell-forest-council.pdf>

Response [Maximum 300 words]

ORGANISATION NAME: _____

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

<i>Max score 5</i>

--

4.3.2 Have any Industrial Tribunal or other Legal cases (pending or otherwise) relating to equality issues been brought against your organisation within the last three years? If Yes, please provide details

<i>Response [Maximum 250 words]</i>
<i>Pass/fail</i>

4.4 Other Policies and Procedures

4.4.1 Give an example of how your organisation would respond to a safeguarding concern and how you view your role in relation to safeguarding

<i>Response [Maximum 350 words]</i>
<i>Max score 5</i>

4.4.2 Do you have an ICT security policy if so please provide a brief summary below

<i>Response [Maximum 250 words]</i>
<i>Max score 4</i>

4.5 Technical Ability - Staff

4.5.1 Please provide details of the team who would provide the service including how many other clients they would be handling. Please also include a summary of the full spectrum of skills of the advocacy workforce

<i>Response [Maximum 400 words]</i>
<i>Max score 7</i>

4.5.2 How will your organisation develop the pool of volunteer advocates and explain what your organisations policy/approach will be for the professional development of this group?

<i>Response [Maximum 300 words per person]</i>
<i>Max score 4</i>

4.6 Training

4.6.1 Briefly describe the organisation's approach to staff training, including Equalities, Health and Safety, Safeguarding, Mental Capacity and other relevant legislation, indicating how many hours training, on average, is received by each member of staff

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

or volunteer within a 12 month period

Response [Maximum 400 words]

Max score 6

4.7 Case Studies

- 4.7.1 List other current contracts you have with Local Authorities or other Public Sector bodies and complete Schedule 3, providing full contact details for the three case studies that the council may approach. If you are able to complete Schedule 3, the maximum score of 10 will be awarded for responses contained within Schedule 3 and you may leave the box below blank. If you cannot provide three case studies, please advise why below.

Response

Max score 10

- 4.7.2 In the last three years, have you had any contracts:
- That have incurred contract penalties, default notices or payment of liquidated damages?
 - Terminated by the client earlier than originally intended due to poor performance?
 - Where you have withdrawn from the contract either before or after the award of contract?
- If Yes to any of the above, please give details and explain what has been rectified in order to avoid this situation arising in the future.

Response [Maximum 300 words]

Pass/fail

4.8 Service Levels & Performance

- 4.8.1 Please describe the process your organisation would follow from receipt of a referral, giving a timeline.

Response [Maximum 450 words]

Max score 5

- 4.8.2 Please provide a draft proposal that shows how your organisation will deliver and measure the Key Performance Indicators (KPI) in the Advocacy Service Specification.

Response [Maximum 400 words]

Max score 8

4.9 Contract Management & Reports

- 4.9.1 Please confirm that, if awarded the contract, you would be able to attend review meetings with the Council and provide a written overview of the service provided in line with the service specification, to include specific outcomes for people who have accessed the service.

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

Response [Maximum 100 words]

Max score 4

4.10 Business Continuity

4.10.1 Does your organisation have a Business Continuity, Disaster Recovery or Risk Management plan?

Briefly describe what key actions your organisation will take to ensure continued provision to customers should there be a major event; for example, should there be adverse weather or a pandemic flu which results in loss of staff, or a fire or utility failure resulting in loss of your building.

Response [Maximum 300 words]

Max score 2

4.11 Health and Safety

4.11.1 Does the relevant section of your organisation hold a recognised health and safety management systems certificate, for example OHSAS 18001 or equivalent?

If “**Yes**”, enclose a copy of the certificate.

If “**No**”, please briefly describe what arrangements you have made to manage Health and Safety within your organisation.

Response [Maximum 300 words]

Max score 5

4.11.2 Have you been the subject of any Improvement or Prohibition Notice or prosecution or been a defendant in any case brought under Health and Safety legislation within the last three years? If “**Yes**”, please provide details

Response [Maximum 200 words]

Pass/fail

4.12 Environmental Management

4.12.1 Does the relevant section of your organisation hold a recognised environmental management systems certificate, for example ISO 14001 or equivalent?

If “**Yes**”, please enclose a copy of the certificate.

If “**No**”, please describe any actions your organisation currently undertakes to demonstrate a responsible attitude towards environmental management.

Response [Maximum 300 words]

Max score 2

4.13 Enhanced CRB Checks

4.13.1 Please detail how your organisation obtains, reviews and maintains records of Enhanced Criminal Records Bureau checks for all staff, including volunteers and sub-contractors, who visit people in receipt of advocacy services and people associated with those in receipt of advocacy services

Response [Maximum 300 words]

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

Max score 5

4.14 Customer Satisfaction

4.14.1 Briefly describe how customer satisfaction is measured and continuously improved. Include details of how complaints are managed.

Response [Maximum 350 words]

Max score 6

4.15 Capacity Building

How will the organisation promote 'advocacy', as well as the advocacy service?

Response [Maximum 300 words]

Max score 5

ORGANISATION NAME: _____

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

5 Pricing

5.1 Please complete the Pricing Schedule attached to this ITT as Schedule 4.

5.2 Pricing Basis

Do not include pricing information in your response.

5.2.1 Please state below whether any alternative offer(s) has been made.

Response [Maximum 200 words]

Pass/fail (disqualify)

6 Terms and Insurance

6.1 Contract Conditions

6.1.1 Refer to Appendix A, Terms and Conditions, for the terms and conditions of contract. Please confirm acceptance of all these terms or detail exceptions and any proposed alternatives below, or in a separate document.

NB Significantly non-compliant bids may be rejected.

Response

Pass/fail (disqualify)

6.2 Freedom of Information

6.2.1 With reference to Appendix D on the Freedom of Information Action 2000, please complete Schedule 5 – Schedule of Reserved Information.

6.3 Insurance

6.3.1 Provide details of your Public Liability Insurance policy. The Council requires a minimum of £5 million public liability cover. Please enclose a copy of your insurance certificate.

Response

Pass/fail (disqualify)

6.3.2 Please provide a copy of your Employer's Liability Insurance certificate. The Council requires a minimum of £5 million cover.

Response

Pass/fail (disqualify)

6.3.3 Please provide a copy of your Professional Indemnity Insurance certificate. The Council requires a minimum of £1 million cover.

Response

Pass/fail (disqualify)

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

Appendix A – Terms and Conditions

Refer separate Word document

Appendix B – Specification

Refer separate Word document.

Appendix C – Evaluation Spreadsheet

Refer separate Excel document.

Appendix D – Freedom of Information Act 2000

Refer to ITT

Appendix Ei & Eii – Information on potential transferees

Refer separate Excel documents.

Appendix D – Freedom of Information Act 2000

GUIDANCE TO TENDERERS ON FREEDOM OF INFORMATION ACT 2000: ACCESS TO INFORMATION ABOUT OR ARISING UNDER CONTRACTS

1 Introduction

1.1 All information relating to any tender made to the Council or any contract to which the Council is party, including information arising under the contract or about its performance, will be covered by the Freedom of Information Act 2000 (the Act) from January 2005. The Council will be under a legal obligation to disclose such information if requested unless an exemption applies. The legal obligations to respond to a request for information falls on the Council. The Council must determine whether an exemption applies to information and whether the request should be refused. The Council may also be subject to disclosure obligations under other legislation or codes of practice. This Guidance sets out the approach of the Council to the disclosure of information about contracts.

2. General rules on disclosure

2.1 The Council has determined that, in the absence of special circumstances:-

- The Invitation to Tender (ITT) will always be available under the Act to those who enquire.
- Responses to tenders (apart from price information and commercially sensitive information – see below) will be held in confidence at least until award of the contract.
- Broad cost information will generally be available after award of contract under the Act to those who enquire.
- Information obtained from suppliers in responses to tenders and not generally available (future product information, research plans, financial details) will be held in confidence until no longer sensitive.
- Detailed tender prices will be held in confidence until no longer sensitive (see below).

2.2 Tenderers must therefore inform the Council, on the enclosed Schedule of Reserved Information, of such other information which it regards as being eligible for exemption from disclosure by the Council under the Act. The reasons for all such exemptions must be fully justified against the relevant section of the Act.

3. Reserved Information

3.1 The Act specifies a number of different grounds for exemption. Most of these are not considered to be relevant to a tendering process or subsequent award of contract. Those which are most likely to be relevant are:-

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

- The information constitutes a trade secret (section 43(1))
 - Disclosure would prejudice the commercial interest of any person (including the Council) (section 43(2))
 - Disclosure would constitute an actionable breach of confidence (section 41(1))
 - Personal data or information relating to the private life of any individual which is appropriate for protection (section 40)
- 3.2 If the Council agrees that information nominated by the successful tenderer may be legitimately classified as “reserved”, the Schedule of Reserved Information will form an integral part of the contract. The Schedule will list the class or category of information or the information itself and specify which exemptions under the Act apply to each specified class, category or specific information. The schedule shall indicate when it is likely that the information can be made available under the Act or if the information is unlikely ever to be made so available. Where such information is exempt under the rules governing commercial matters, (section 43(2)), then unless special circumstances apply, it will not be withheld under the Act for more than three years after completion/expiry of the contract.
- 3.3 Information relating to the overall value, performance or completion of the contract, contract records and administration will not generally be accepted as reserved information. The Council may however withhold access to such information under the Act in appropriate cases. The decision whether to withhold information shall be for the Council alone to determine. It shall have no obligation to consult the contractor.
- 3.4 The Council will automatically make information available under the Act from 3 years after completion/expiry of the contract, in the absence of specific agreement to the contrary. In the event that the Council receives a request for such information before the expiry of the 3 year period which it considers it may be appropriate to provide it will, wherever possible, notify the tenderer and take into consideration any representations made by the tenderer within 7 days of receipt of the notice by the tenderer.
- 4. Handling requests for information and notice to those affected**
- 4.1 Other than as set out above the Council shall have no obligation to consult the contractor where any request for information, whether under the Act or otherwise, touches or concerns the contract.
- 5. Information about the provision of the service which is the subject of the contract which arises in the course of performance of the contract**
- 5.1 The Council will have obligations to respond to the Act and other requests for information and the contract will include appropriate terms requiring the contractor to supply such information as requested by the Council.

Any enquiries about this policy and its application should be addressed to the Borough Solicitor, Bracknell Forest Borough Council, Easthampstead House, Town Square, Bracknell, Berks, RG12 1AQ

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

SCHEDULE 1 – Entry Level Questions

No.	Question	Answer
1.	Can you meet all the requirements set out in the Specification, and do you agree to these?	Yes / No
2.	Please confirm that the required insurance cover (See RFQ Section 6.3) will be in place by the start of the contract.	Yes / No
3.	Is your turnover in excess of GBP(£) 180,000 per annum?	Yes / No
4.	Can you supply a copy of your latest Audited or Management Accounts?	Yes / No
5.	Do you agree to the Council's terms and conditions?	Yes / No
6.	Do you agree to our payment terms of Nett 30 days on receipt of acceptable invoice?	Yes / No
7.	Have you provided three references as detailed at Schedule 3	Yes / No
8.	Do you agree to comply with the Council's Information Sharing Protocol at Schedule F?	Yes / No
9.	Can you supply the following policies if requested, and demonstrate how they are implemented and maintained? <ul style="list-style-type: none"> • Recruitment and Selection • Equal Opportunities • Complaints • Code of Conduct • Safeguarding 	Yes / No
10.	Does your Mission Statement include working with vulnerable people?	Yes / No
11.	Please confirm that you will work with the Purchaser to establish outcome measurement procedures that will help you to demonstrate delivery and help the Purchaser to monitor outcome fulfilment effectively.	Yes / No
12.	Please confirm that all staff and volunteers who have direct contact with vulnerable adults within your organisation, have an enhanced CRB check prior to appointment, and confirm that your organisation routinely renews those checks.	Yes / No
	If you answered " No " to any of the questions 1 to 12 please provide any justification(s) why your organisation's quotation should still be considered by the Council below:	
	<i>Response</i>	

ORGANISATION NAME: _____

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

13.	Has your organisation, or any of its directors or senior staff, been found guilty for any of the following offences?	
14.	<ul style="list-style-type: none">• Conspiracy	Yes / No
15.	<ul style="list-style-type: none">• Corruption	Yes / No
16.	<ul style="list-style-type: none">• Bribery	Yes / No
17.	<ul style="list-style-type: none">• Fraud (including not paying taxes or social security contributions)	Yes / No
18.	<ul style="list-style-type: none">• Money laundering	Yes / No
19.	<ul style="list-style-type: none">• Professional misconduct	Yes / No
20.	Have your organisation, any of its directors, been previously declared insolvent or bankrupt?	Yes / No
	If you answered " Yes " to any of questions 13 to 20 please provide any justification(s) why your organisation's quotation should still be considered by the Council below:	
	<i>Response</i>	

Signature

Name

Job Title

Organisation

Date

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

SCHEDULE 2 – Organisation Information

Notes for completion:

Please answer every question. Many procurements generate a great deal of interest from potential suppliers, so please ensure that you complete the questionnaire as requested. Failure to do so may result in your application being disqualified. If the question does not apply to you please write N/A; if you don't know the answer please write N/K.

“Authority” means the purchasing organisation that is seeking to award a contract.

“You”/ “Your” or “Potential Provider” means the business or company which is completing this form.

Verification of Information Provided:

The higher the risk of the procurement, the higher the level of verification is likely to be required. Not all questions require supporting documents up front at this stage (for example certificates, statements with this questionnaire.) **However, the purchasing organisation may ask to see these documents at a later stage, so it is advisable you ensure they can be made available upon request.** You may also be asked to clarify your answers or provide more details about certain issues.

Sub Contracting Arrangements

Where a sub-contracting approach is proposed, all information requested should be given in respect of the prime contractor.

Where sub-contractors will play a significant role in the delivery of the services or products under any ensuing contract, please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement.

It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, Potential Providers should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Potential Provider to proceed with the procurement process or to provide the goods and/or services.

Consortia Arrangements

If the Potential Provider bidding for a requirement is a consortium, the following information must be provided:

- full details of the consortium; and
- the information sought in this FORM in respect of each of the consortium's constituent members as part of a single composite response.

Potential Providers should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate Annex. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

provided in the Annex. However, please note the Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 28 of the Public Contracts Regulations 2006.

The Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Potential Providers should therefore respond in the light of the arrangements as currently envisaged. Potential Providers are reminded that any future proposed change in relation to consortia must be notified to the Authority so that it can make a further assessment by applying the selection criteria to the new information provided.

ORGANISATION NAME: _____

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

Schedule 2A: ORGANISATION AND CONTACT DETAILS

Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted)		
ORGANISATION DETAILS		
Registered office address	Company or charity registration number	
	VAT registration number	
	Name of immediate parent company	
	Name of ultimate parent company	
Type of organisation	i) a public limited co.	
	ii) a limited company	
	iii) a limited liability partnership	
	iii) other partnership	
	iv) sole trader	
	v) other (please specify)	

CONTACT DETAILS	
Contact details for enquiries about this FORM	
Name	
Address	
Post Code	
Country	
Phone	

ORGANISATION NAME: _____

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

Mobile	
Email	

Consortia and Sub-Contracting	a) Your organisation is bidding to provide the services required itself	
	b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services	
	c) The Potential Provider is a consortium	

If your answer is (b) or (c) please indicate in a separate annex (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider solely or together with other providers) will be responsible for the elements of the requirement.

QUESTIONS 1.1 and 1.2 FOR COMPLETION BY NON-UK BUSINESSES ONLY

1.1	<p>Registration with professional body</p> <p>Is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annexes IX A-C of Directive 2004/18/EC) under the conditions laid down by that member state).</p>	
1.2	<p>Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? If yes, please provide details of what is required and confirm that you have complied with this.</p>	

ORGANISATION NAME: _____

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

Schedule 2B - Economic and Financial Standing Regulation 24

2 FINANCIAL INFORMATION

If, for some reason, your organisation is not required to produce Audited Accounts or an Annual Report then the Council's Finance Section will need to have visibility of your management accounts.

The Council will seek more information from independent credit reference agencies as part of the evaluation and reserves the right to undertake credit checks at each stage of the procurement process.

NB We will not accept applications from more than one company forming part of the same Group

2.1	Please provide one of the following set out below:- (please indicate which one by ticking the relevant box)	
	<i>A copy of your audited accounts for the most recent two years</i>	
	<i>A statement of your turnover, profit & loss account and cash flow for the most recent year of trading</i>	
	<i>A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position</i>	
	<i>Alternative means of demonstrating financial status if trading for less than a year</i>	

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

SCHEDULE 3 – Experience and Contract Examples

<p>Please provide details of up to three contracts from either or both the public or private sector, that are relevant to the Authority’s requirement. Contracts for the supply of goods or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years. (The customer contact should be prepared to speak to the purchasing organisation to confirm the accuracy of the information provided below if we wish to contact them).</p>				
		Contract 1	Contract 2	Contract 3
1.	Customer Organisation (name):			
2.	Customer contact name, phone number and email			
3.	Contract start date Contract completion date Contract Value			
4.	Brief description of contract (max 150 words) including evidence as to your technical capability in this market.			
<p>If you cannot provide at least one example, please briefly explain why (100 words max)</p>				

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

SCHEDULE 4 – Pricing Schedule

Refer attached Excel spreadsheet.

ORGANISATION NAME:

OPEN

DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER



ORGANISATION NAME:

OPEN

DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER



SCHEDULE 7 – Freedom of Information Act 2000 - Schedule of Reserved Information:

Reserved Information	When available for disclosure	Relevant Section of Act	Reason
Tender responses (excl sensitive tender information)	After award of contract	Section 43(2) and/or section 36	Commercial confidentiality and prejudice to the effective conduct of public affairs.
Sensitive tender information received from bidder (e.g. price information)	When no longer sensitive	Section 43(2) and/or section 36 (EIR regulation 12(5))	Sensitive information should not be released. Commercial confidentiality and prejudice to the effective conduct of public affairs.
Information obtained from suppliers and not generally available (future product information, research plans, financial details)	When no longer sensitive	Section 41 (EIR regulation 12(5))	The information will generally have been specifically requested by the authority and supplied with a reasonable expectation it will not be made public. Otherwise, companies may refuse to divulge the information, to the probable detriment of the public interest.
Price breakdown/information	When no longer sensitive	Section 43(2) (EIR regulation 12(5))	
CV's and reference site information	Until exemption does not apply	Section 40 and/or 41 (EIR regulation 12(5) and/or regulation 13)	Personal information or information supplied to the bidder in confidence
Information relating to contract negotiation	When no longer sensitive	Section 43(2) and/or section 36	

ORGANISATION NAME:

OPEN

ADVOCACY SERVICE

DATE: _____

INVITATION TO TENDER



I have read the accompanying "Guidance to Tenderers on Freedom of Information Act 2000: Access to information about or arising under contracts". The above table has been completed in accordance with these guidelines and I have reasonably designated this information as confidential. I understand that the Council will not accept a blanket disclaimer

Name

Job Title.....

Organisation.....

Signed.....

Date.....

ORGANISATION NAME:

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

SCHEDULE 6 – Tender Checklist

Please tick checklist to indicate that copies of all relevant documents are enclosed.

<i>Section</i>	<i>Required Documents</i>	<i>Document enclosed Yes/No</i>	<i>Comments</i>
4.2.2	Project Plan – if relevant		
4.11.1	Health & Safety Certificate – if relevant		
4.12.1	Environmental Management – if relevant		
6.3.1	Copy of Public Liability Insurance certificate		
6.3.2	Copy of Employers Liability Insurance certificate		
6.3.3	Copy of Professional Indemnity Insurance certificate		
	Schedules		
1	Entry Level Questions		
2A	Organisation Information		
2B	Annual Reports and accounts		
3	Experience and Contract Examples		
4	Pricing Schedule		
5	Schedule of Reserved Information		
6	Quotation Checklist (this document)		
7	Form of Quotation		
	Other – Please List		

ORGANISATION NAME: _____

OPEN



DATE: _____

ADVOCACY SERVICE

INVITATION TO TENDER

SCHEDULE 7 – Form of Tender

I/We, the undersigned, having examined the Conditions of Contract, Specification and all other Tender Documents, hereby offer to supply the goods/undertake the services required, in accordance with the tender documents for prices detailed in the Pricing Schedule.

I/We understand that the Council is not bound to accept the lowest or any tender received.

This tender remains open for acceptance for 180 days from the date fixed for the submission of tenders in the Invitation to Tender.

I/we agree that the essence of selective tendering is that the Council shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, I/we warrant that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the price tendered by, or under or in accordance with any agreement or arrangement with any other tenderer. I/ we furthermore warrant that no approaches have been made to any other tenderers for the purpose of obtaining or influencing their tender prices or any other details of their bid. I/ we also warrant that I/we have not and will not before the award of any contract for the work:

- (i)(a) communicate to any person other than the Council the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- (b) enter into any agreement or arrangement with any person that they shall refrain from tendering, or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
- (ii) pay, give or offer to pay or give any sum of money or other 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 work, any act or thing of the sort described at (i)(a) or (b) above.

Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

Signature

(please use non black ink)

Name

Job Title

Organisation

Address

☎ Telephone No.(s)

Email

Date

APPENDIX A



ADVOCACY SERVICES
TERMS AND CONDITIONS OF CONTRACT
(April 2013)

Appendix A – Terms and Conditions

CONTENTS

- 1 DEFINITIONS & INTERPRETATION**
- 2 COUNCIL’S FUNCTION**
- 3 BEST VALUE**
- 4 NO PARTNERSHIP**
- 5 NOTICES**
- 6 ALTERATIONS TO THESE TERMS AND CLAUSES AND VARIATIONS TO THE SERVICE**
- 7 CONTRACT AND DURATION**
- 8 THE SERVICE**
- 9 PRICE AND PAYMENT**
- 10 ASSIGNMENT AND SUB-CONTRACTING**
- 11 MONITORING AND REVIEW**
- 12 INDEMNITY AND INSURANCE**
- 13 TERMINATION AND SUSPENSION OF CONTRACT**
- 14 OBSERVANCE OF STATUTORY REQUIREMENTS**
- 15 PREVENTION OF BRIBERY AND CORRUPTION**
- 16 JURISDICTION**
- 17 DATA PROTECTION**
- 18 FREEDOM OF INFORMATION**
- 19 NO RIGHTS OF THIRD PARTIES**
- 20 HUMAN RIGHTS**
- 21 WAIVER**
- 22 RESOLVING DISPUTES**

- 23 REMEDIES CUMULATIVE**
- 24 INCONSISTENCY**
- 25 HEADINGS**
- 26 FORCE MAJEURE**
- 27 EMERGENCY CLOSURE**
- 28 CHANGE OF OWNERSHIP**
- 29 AGENCY**
- 30 DECLARATION OF INTERESTS**
- 31 CONSEQUENTIAL LOSS**
- 32 CONFIDENTIALITY**
- 33 TUPE**
- 34 INFORMATION AND RETENDERING**
- 35 CONCLUSION OF CONTRACT**
- 36 SEVERABILITY**
- 37 RECOVERY OF SUMS DUE**
- 38 HEALTH & SAFETY**
- 39 EQUAL OPPORTUNITIES**
- 40 AUDIT OF RECORDS**
- 41 SAFEGUARDING VULNERABLE ADULTS**
- 42 MENTAL CAPACITY ACT**

DEFINITIONS & INTERPRETATION

In this Contract the following expressions have the following meaning:

“Advocacy”	Advocacy is speaking up for, or acting on behalf of, yourself or another person. It is about taking action to help people say what they want, secure their rights, and represent their interests. Advocates work in partnership with the people they support.
“Bribery Act”	refers to 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;
“Carer”	<p>A Carer is someone who provides help and support to a partner, child, relative, friend or neighbour, who could not manage without that support. This could be due to age, physical or mental illness, addiction or disability.</p> <p>A Carer typically supports People with day to day living tasks such as getting up and going to bed, personal care, shopping, cleaning, laundry, making meals and accessing the community. A carer is usually, but not always, unpaid.</p>
“Commencement Date”	means the date of the commencement of the Contract, which is 1st April 2013.
“Contract”	means the Contract for the Service. The Contract includes these conditions, the Specification and all documentation contained in the same or referred to therein;
“Contracts Manager”	means the Head of Learning Disability Services who is responsible for the management of the Contract on behalf of the Purchaser;
“Nominated Manager”	means the representative of the Prime Provider responsible for the management of the Contract;
“Person/People”	the person or people aged 17+ who access the Service and where appropriate for people aged 17 shall also include reference to anyone who is entitled to act on behalf of that person
“Prime Provider”	means the individual or group providing the Service
“Prices”	means the prices for the provision of Services as detailed in the Pricing Schedule at Schedule 4 net of any VAT that may be applicable;
“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 Purchaser a financial or other advantage to:</p> <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;

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

c) committing any offence:

(i) under the Bribery Act;

(ii) under legislation creating offences concerning fraudulent acts;

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

(iv) defrauding, attempting to defraud or conspiring to defraud the Purchaser."

"Purchaser"	means Bracknell Forest Borough Council, Adult Social Care, Health & Housing, Time Square, Market Street, Bracknell, Berkshire RG12 1JD;
"Service"	means the provision of the Advocacy Service, in accordance with the Specification, and further in accordance with this Contract and any documents contained or referred to herein;
"Specification"	means the care specification for the Service at Appendix B hereof;
"Term"	means the term of the Contract commencing upon the Commencement Date and terminating after a period of two years after the Commencement Date or earlier in accordance with the provisions of the Contract. The Contract may be extended in accordance with the provisions of Clause 7.2 (Contract & Duration)
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any subsequent amendments made to the Regulations and the Acquired Rights Directive.

In the Contract, unless the contrary intention appears, a reference to an Act of Parliament or any Order, Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same

Where the context permits, words in the masculine gender include the feminine, words in the singular include the plural and words in the plural include the singular

All references to clauses are references to clauses of this Contract.

The clauses may only be varied with the written agreement of the Purchaser. No terms or clauses put forward at any time by the Prime Provider shall form any part of the Contract unless they are expressly agreed in writing by the Purchasers Contracts Manager and a note of the agreed terms or clauses are inserted into the Contract and initialled by both parties.

2. THE COUNCIL'S FUNCTION AS A LOCAL AUTHORITY

2.1 Nothing in this Contract shall prejudice or affect the Purchaser's rights, powers, duties and obligations in relation to the exercise of its functions as a local authority

3. BEST VALUE

- 3.1 In delivering the Service, the Prime Provider shall use reasonable endeavours to secure demonstrable, measurable and continuous improvement (having regard in particular to economy, effectiveness and efficiency) in the performance of the Service; the time, cost, quality and health and safety standards within the various processes of the Service and generally to provide best value to the Purchaser

4. NO PARTNERSHIP

- 4.1 Nothing in this Contract shall be deemed to constitute a partnership (as defined by the Partnership Act 1890) between the parties nor constitute any party the agent of the other

5. NOTICES

- 5.1 No notice to be served upon the Prime Provider shall be valid and effective unless it is delivered by hand or by post or by registered post or by the recorded delivery service or transmitted by facsimile transmission or other means of telecommunication, including email, resulting in the receipt of a written communication in permanent form and sent or transmitted to the Nominated Manager responsible for contracts at the Prime Providers principal place of business or to such other address as the Prime Provider may have substituted
- 5.2 No notice to be served upon the Purchaser shall be valid or effective unless it is delivered by hand or by post or by registered post or by the recorded delivery service or transmitted by facsimile transmission or other means of telecommunication, including email, resulting in the receipt of a written communication in permanent form and sent or transmitted to the Brokerage Team Manager, Adult Social Services and Health Department at Bracknell Forest Council Time Square Market Street Bracknell Berkshire RG12 1JD or to such other address as the Purchaser may have substituted
- 5.3 Any notice to be served shall be deemed to be given on the date that it is delivered by hand or transmitted by facsimile transmission or other means of telecommunication or if sent by post or by recorded delivery on the date when it would be delivered in the ordinary course of post in normal business hours

6. ALTERATIONS TO THESE TERMS AND CLAUSES AND VARIATIONS TO THE SERVICE

- 6.1 Without prejudice to any other term of this Contract no omission from, addition to or variation of these terms and clauses shall be valid or effective unless it is agreed in writing and signed by the authorised officer of the Purchaser and the Prime Provider

7. CONTRACT AND DURATION

- 7.1 This Contract shall commence on the Commencement Date and shall continue for the Term subject to the terms and conditions of this Contract.

7.2 The Contract may be extended by agreement between the parties by one period of twelve months beyond the Term followed by a further period of twelve months. The Price for any extension shall be in accordance with the Price at Schedule 4 Pricing Schedule. Any agreement to extend the Contract will be subject to confirmation in writing by the parties.

8. THE SERVICE

8.1 The Service executed under this Contract shall be carried out in accordance with the requirements of the Specification and where no standard is specified in accordance with the best industry practice and within the time (if any) specified in the Contract.

8.2 The Service shall be provided to Bracknell Forest Borough Council.

9. PRICE AND PAYMENT

9.1 The Purchaser shall make payment to the Prime Provider for Service properly performed, in accordance with the Specification and the Prices set out in the Pricing Schedule at Schedule 4 hereof.

9.2 The Price shall remain fixed for the Term.

9.3 The Prime Provider shall submit invoices monthly in arrears. Invoices shall be in a format to be determined by the Purchaser. Value Added Tax where applicable shall be shown separately on all invoices as an extra charge.

9.4 Payment of invoices submitted in accordance with Clause 9.3 shall be made within 30 days from receipt subject to the certification by the Purchaser that they are correct and that work has been performed satisfactorily. Where certification by the Purchaser identifies that any of the invoices are not correct the Prime Provider shall be required to submit revised invoices to replace those where errors have been identified. Payment of revised invoices shall be made within 30 days from receipt subject to certification by the Purchaser that they are correct and that work has been performed satisfactorily.

9.5 The Prime Provider may but is not obliged to charge interest at the rate of 2% over Lloyds TSB base lending rate on any late payment save where any payment is properly disputed.

9.6 Payment of the Price shall not operate as a waiver of any rights of the Purchaser under the Contract. The Purchaser reserves the right to make a deduction from the Price where the Prime Provider has been in breach of the Contract provided that the deduction shall be commensurate with the breach and notified by the Purchaser to the Prime Provider in writing.

9.7 In the event that the Contract shall be suspended in accordance with the provisions of Clause 13.7 (Termination and Suspension of Contract) no payment shall be made to the Prime Provider for the period of such suspension.

9.8 The Purchaser may from time to time, review its financial processes in order to make improvements. The Prime Provider shall cooperate fully with the Purchaser to implement such changes, which shall be in a format to be determined by the Purchaser.

10. ASSIGNMENT AND SUBCONTRACTING

- 10.1 The Purchaser acting reasonably shall be entitled to assign the benefit of this Contract in whole or in part to a statutory or other public body and shall give at least 14 days written notice of any assignment to the Prime Provider.
- 10.2 The Prime Provider may not transfer assign, dispose of, sub-contract or part with the benefit or the burden of the whole or any part of this Contract without the explicit written permission of the Purchaser.
- 10.3 Notwithstanding the provisions of clause 10.2 hereof, the Prime Provider shall be permitted to hire agency staff to cover the absence of permanent staff. The Prime Provider shall fully meet the staffing requirements in the Specification for all agency/sub-contract staff.
- 10.4 In the event that the Purchaser permits the Prime Provider to sub-contract all or part of the provision of the Services the Prime Provider shall remain and continue to remain liable for the work of the sub-contracted provider.

11. MONITORING AND REVIEW

- 11.1 The Prime Provider shall allow members of the Purchaser's staff reasonable access to any premises of the Prime Provider at any time. Notice shall not necessarily be given to the Prime Provider.
- 11.2 Subject to the provisions of Clause 17 (Data Protection) hereof, the Prime Provider shall make available records of the Services provided as required in the Specification and any other information reasonably required by the Purchaser to monitor the performance of the Contract. This shall include reasonable access to files in order to ensure compliance with the Contract.
- 11.3 The Purchaser shall be entitled to carry out a review of the Service provided under this Contract at any reasonable time. The Prime Provider shall participate as reasonably requested in any review of the Service.

12. INDEMNITY AND INSURANCE

- 12.1 Save in respect of the death of or personal injury to any person to the extent that such death or personal injury may be caused by the Purchaser its employees or agents (other than the Prime Provider), the Prime Provider shall fully and promptly indemnify and keep indemnified the Purchaser its officers and employees against all liabilities, fines, penalties, damages, costs, losses, claims, demands and proceedings whatsoever howsoever arising whether in contract, tort, under statute or otherwise directly or indirectly out of or in the course of or in connection with the provision of or failure to provide the Service by the Prime Provider.
- 12.2 Without thereby limiting its responsibilities under this Clause the Prime Provider shall insure with an insurance company of good repute against the injury to or death of any person and loss of or damage to any property arising out of or in consequence of the

Prime Provider's obligations under the Contract and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof.

- 12.3 The Prime Provider shall obtain Employers Liability insurance cover in the sum of not less than £5,000,000 (five million pounds) in respect of any such personal injury to or death of any person arising under a contract of service with the Prime Provider and arising out of an incident occurring during the course of such person's. The Purchaser shall reserve the right to review the requirement in respect of the amount of cover annually.
- 12.4 The Prime Provider shall obtain Public Liability insurance cover in the sum of not less than £5,000,000 (five million pounds) or such greater sum as the Prime Provider may choose in respect of any one incident and the Prime Provider's insurance policy effecting such cover shall have the interest of the Purchaser endorsed thereon, or shall otherwise expressly by its terms confer its benefits upon the Purchaser. The Purchaser shall reserve the right to review the requirement in respect of the amount of cover annually.
- 12.5 The Prime Provider shall obtain professional indemnity insurance in the sum of no less than £1,000,000 (one million pounds) throughout the Term and shall continue to maintain the same in force for a period of six years following the termination of the Contract. The provisions of this Clause 12.5 (Indemnity & Insurance) shall survive the termination of the Contract and remain in full force and effect for six years following the date of termination.
- 12.6 The Prime Provider shall supply to the Purchaser prior to commencement of the Contract and annually upon request a certificate from its insurers or brokers confirming that the Prime Provider's insurance policies comply with this Clause and the Prime Provider shall supply to the Purchaser on request copies of all insurance policies, cover notes, premium receipts and other documents necessary to establish compliance with this Clause.

13. TERMINATION AND SUSPENSION OF CONTRACT

- 13.1 Subject to the other Terms of the Contract the Purchaser may terminate this Contract upon giving no less than three months written notice (or shorter period by written, mutual consent).
- 13.2 During any notice period given in accordance with this Clause the Prime Provider shall be expected to continue to provide the Service save where circumstances render this impossible or when the Purchaser, in its absolute discretion, advises the Prime Provider that it does not wish it to continue to provide the Service.
- 13.3 The Purchaser may terminate this Contract forthwith upon written notice (or upon such period of notice as the Purchaser deems appropriate) in the event that the Prime Provider shall fail to perform the Service or shall have committed a material breach of this Contract and (if such breach is capable of remedy) shall have failed to rectify such breach within 30 days of being required by the Purchaser in writing to do so.
- 13.4 The Purchaser may terminate the Contract forthwith upon written notice (or upon such period of notice as the Purchaser deems appropriate) if the Prime Provider shall become bankrupt or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his Creditors or shall agree to carry out the Contract under the committee of inspection of his creditors or (being a

corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Prime Provider shall have an execution levied on his goods.

13.5 The Purchaser may terminate this Contract forthwith upon written notice (or upon such period of notice as the Purchaser deems appropriate) in the event that the Prime Provider shall:

13.5.1 fail to proceed diligently and regularly in the provision of the Service; or

13.5.2 have failed to comply with legislative requirements; or

13.5.3 is in breach of Clause 10 (Assignment and Sub-contracting); or

13.5.4 is in breach of Clause 15 (Bribery and Corruption); or

13.5.5 is in breach of Clause 32 (Confidentiality)

13.6 The Purchaser may terminate this Contract forthwith with or without written notice (or upon such period of notice as the Purchaser deems appropriate) if a safeguarding adults complaint is upheld against the Prime Provider or any member of staff. The decision as to whether, or not, such a complaint against the Prime Provider is valid and justified shall be made by the Contracts Manager. This decision shall be final and conclusive. The Purchaser reserves the right to suspend the Service whilst any investigation into an allegation takes place .

13.7 In the event that:

13.7.1 the Contract is terminated in accordance with the provisions of this Clause; or

13.7.2 the Prime Provider shall fail to deliver the Service or any proportion thereof in accordance with the Contract then, in addition to any other common law remedies available to the Purchaser or any further remedies available to it pursuant to the terms of the Contract, the Purchaser may purchase other services similar to the Service to make good:

- such default or breach; or
- in the event that the Contract is terminated the Service remaining to be delivered.

The cost of purchasing other services so far as they exceed the amount which would have been payable to the Prime Provider for them if they had been delivered in accordance with the Contract shall be recoverable from the Prime Provider together with such sums as shall compensate the Purchaser for the administrative costs incurred as a result of such default or termination. The provisions of this Clause are without prejudice to any other remedies available to the Purchaser for breach of contract.

14. OBSERVANCE OF STATUTORY REQUIREMENTS

14.1 The Prime Provider shall comply with all statutes, orders and any regulation or bylaw applicable to the performance of the Contract and shall indemnify the Purchaser accordingly.

15. PREVENTION OF BRIBERY AND CORRUPTION

15.1 The Prime Provider:

15.1.1 shall not, and shall procure that any Prime Provider Party and all Prime Provider personnel shall not, in connection with this Contract commit a Prohibited Act;

15.1.2 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 Purchaser, 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 Purchaser before execution of this Contract.

15.2 The Prime Provider shall if requested, provide the Purchaser with any reasonable assistance, at the Purchaser's reasonable cost, to enable the Purchaser to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act.

15.3 The Prime Provider shall have an anti-bribery policy (which shall be disclosed to the Purchaser) to prevent any Prime Provider Party or Prime Provider Personnel from committing a Prohibited Act and shall enforce it where appropriate.

15.4 If any breach of clause 15.1 is suspected or known, the Prime Provider must notify the Purchaser immediately.

15.5 If the Prime Provider notifies the Purchaser that it suspects or knows that there may be a breach of clause 15.1, the Prime Provider must respond promptly to the Purchaser's enquiries, co-operate with any investigation, and allow the Purchaser to audit books, records and any other relevant documentation.

15.6 A breach of these provisions may be material in the circumstances and, depending on the other contract terms, may be subject to the termination provisions. Similar to the records provisions, there is an obligation on the Prime Provider to provide access to records for a period following termination. This is intended to permit the Purchaser to undertake investigations following expiry of the Contract.

15.7 The Purchaser may terminate this Contract by written notice with immediate effect if the Prime Provider, Prime Provider Party or Prime Provider Personnel (in all cases whether or not acting with the Prime Provider's knowledge) breaches clause 15.1.

15.8 Any notice of termination under clause 15.6 must specify:

15.8.1 the nature of the Prohibited Act;

15.8.2 the identity of the party whom the Purchaser believes has committed the Prohibited Act; and

15.8.3 the date on which this Contract will terminate.

15.9 Despite clause 22 (Disputes), any dispute relating to:

- 15.9.1 the interpretation of clause 15; or
- 15.9.2 the amount or value of any gift, consideration or commission, shall be determined by the Purchaser and its decision shall be final and conclusive.
- 15.10 Any termination under clause 15.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Purchaser.

16. JURISDICTION

- 16.1 The Contract shall be considered as a contract made in England and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 16.2 The parties irrevocably agree that subject to Clause 22 (Resolving Disputes) the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter.
- 16.3 If any provision of the 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.

17. DATA PROTECTION

- 17.1 For the purposes of this Clause data, personal data and process/processing shall mean data, personal data and process/processing as defined in Section 1 of the Data Protection Act 1998 ("the Act").
- 17.2 The Prime Provider hereby acknowledges that in the performance of its obligations under the Contract it will process personal data.
- 17.3 The Prime Provider shall (and shall procure that any of its personnel involved in the provision of the agreement shall) comply with any notification requirements under the Data Protection Act and both Parties shall duly observe all their obligations under the Data Protection Act, which arise in connection with the agreement.
- 17.4 The Prime Provider covenants and confirms that all information and data including personal data obtained and used in connection with the Services provided shall:
- 17.4.1 as between the Purchaser and the Prime Provider be the property of the Purchaser;
- 17.4.2 be processed for the sole purpose of undertaking the Prime Provider's obligations under the Contract and for no other purpose;
- 17.4.3 upon termination of the Contract shall be returned to the Purchaser within 7 days of such expiry or determination;
- 17.4.4 shall not be copied and/or retained in any form by the Prime Provider upon termination of the Contract except as required by law or under the Contract

- 17.4.5 shall be kept secure and shall be treated as confidential information.
- 17.5 The Prime Provider shall implement and maintain appropriate technical and organisational measures so as to prevent the destruction damage loss or alteration of any data or the unauthorised or unlawful processing of any data as agreed with the Contracts Manager and the Prime Provider shall provide to the Contracts Manager such information as the Contracts Manager may require to satisfy himself that the Prime Provider is complying with such obligations including but not limited to a copy of its registration under the Act and shall permit any authorised representative of the Purchaser to have access to any site at which data is processed to monitor the implementation operation or existence of such procedures.
- 17.6 The Prime Provider shall ensure that any of its staff and volunteers who have access to personal data are honest reliable and competent.
- 17.7 All incidents, including suspected loss, theft or misuse shall be reported immediately to the Purchaser. The Prime Provider shall investigate the incident and shall inform the Purchaser of the outcome of the investigation as soon as practicably possible, together with the details of any resolving actions taken.
- 17.8 People have a right to access personal information held in their name, subject to certain procedures.
- 17.9 Any person undertaking work for or on behalf of the Prime Provider shall advise an appropriate manager of the Purchaser if they or a close member of their family access any service involving Confidential Information provided by the Purchaser. Managers, in consultation with Heads of Service, will make a judgement on potential conflicts of interest, and if appropriate, make arrangements for restriction of access and alternative storage of Confidential Information.
- 17.10 Notwithstanding the general obligation in clause
- 17.10.1, where the Prime Provider is processing Personal Data as a Data Processor for the Purchaser, the Prime Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act; and
- 17.10.2 provide the Purchaser with such information as the Purchaser may reasonably require to satisfy itself that the Prime Provider is complying with its obligations under the Data Protection Act;
- 17.10.3 promptly notify the Purchaser of any breach of the security measures required to be put in place pursuant to clause 17.2; and
- 17.10.4 ensure it does not knowingly or negligently do or omit to do anything which places the Purchaser in breach of the Purchasers's obligations under the Data Protection Act.
- 17.11 The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

18. FREEDOM OF INFORMATION

18.1 All information relating to, or arising from, this Contract, including information about its performance is covered by the Freedom of Information Act 2000; the Purchaser is under a legal obligation to disclose such information, if requested, unless an exemption applies.

18.2 The Purchaser may also be subject to disclosure obligations under other legislation or codes of practice.

19. RIGHTS OF THIRD PARTIES

19.1 The parties hereby declare that no Term of the Contract is intended by the parties to confer a benefit on any third party (as defined by the Contracts (Rights of Third Parties) Act 1999) nor is intended to be enforceable by any third party. The provisions of the said Act are hereby excluded.

20. HUMAN RIGHTS

20.1 The Prime Provider acknowledges that:

20.1.1 in performing its obligations under the Contract it may be a public authority for the purposes of the Human Rights Act 1998; and,

20.1.2 that it is unlawful to exercise functions deemed to be of a public nature in a way that is incompatible with those rights contained in the European Convention of Human Rights and incorporated into English Law by the Human Rights Act 1998.

20.2 In providing the Service the Prime Provider shall throughout the Contract and at its own cost be subject to the same duty in respect of Human Rights in the same way as if it were the Purchaser.

20.3 The Prime Provider shall undertake or refrain from undertaking such actions as the Purchaser may request so as to enable the Purchaser to discharge its duty under the Human Rights Act 1998.

21. WAIVER

21.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or clause of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Contract.

22. RESOLVING DISPUTES

22.1 In the event of any dispute or difference arising between the parties in connection with this Contract, the Purchaser's Borough Solicitor or his nominated representative and the Managing Director of the Prime Provider shall, within ten days of a written request from either party to the other addressed to the said representative and the said Managing Director, meet in good faith in an effort to resolve the dispute without recourse to legal proceedings.

- 22.2 If the dispute or difference is not resolved as a result of such meeting, either party may (at such meeting or within fourteen days from its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral adviser or mediator ("Neutral Adviser").
- 22.3 If the parties are unable to agree on a Neutral Adviser or if the Neutral Adviser agreed upon is unable or unwilling to act, either party may within fourteen days from the date of the proposal to appoint a Neutral Adviser or within fourteen days of notice to either party that he or she is unable to unwilling to act, apply to the Centre for Dispute Resolution ("CEDR") to appoint a Neutral Adviser.
- 22.4 The parties shall within fourteen days of the appointment of the Neutral Adviser meet with him/her in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- 22.5 Unless concluded with a written legally binding agreement all negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in all future proceedings.
- 22.6 If the parties accept the Neutral Adviser's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be recorded in writing and, once it is signed by their duly authorised representatives, shall be binding on the parties.
- 22.7 Failing agreement, either of the parties may invite the Neutral Adviser to provide a non-binding but informative opinion in writing. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings commenced pursuant to the terms of this Contract without the prior written consent of both parties.
- 22.8 If the parties fail to reach agreement in the structured negotiations within sixty days of the Neutral Adviser being appointed then any dispute or difference between them may be referred to the Courts unless within such period the parties agree to refer matter to arbitration before an arbitrator whose method of appointment is agreed between them.

23. REMEDIES CUMULATIVE

- 23.1 Any remedy or right which either party may exercise in relation to a default committed by the other shall be in addition to, and shall be capable of being exercised without prejudice to all other rights and remedies available to either party.

24. INCONSISTENCY

- 24.1 In the event of a conflict between any of the provisions of this Contract and any provision of the Specification, the former shall prevail.

25. HEADINGS

25.1 The headings to these clauses shall not affect their interpretation.

26. FORCE MAJEURE

26.1 Upon the occurrence of a Force Majeure, the FM Affected Party shall notify the other Party in writing of the commencement of the Force Majeure, providing in reasonable detail, to the extent available to the FM Affected Party:

- (i) details of the event causing the Force Majeure;
- (ii) the steps being taken by the FM Affected Party to mitigate the effects of the Force Majeure; and
- (iii) a non-binding estimate of the extent and the expected duration of its inability to perform its obligations due to the Force Majeure.

26.2 The obligations of both Parties with respect to the obligations affected by the Force Majeure will be suspended for the duration of the Force Majeure. During the continuation of the Force Majeure, the FM Affected Party shall use all reasonable endeavours to overcome the Force Majeure. Upon the Force Majeure being overcome or it ceasing to subsist, both Parties will, as soon as reasonably practicable thereafter, resume full performance of their obligations under the Contract (including, for the avoidance of doubt, any suspended obligations).

26.3 Where a Force Majeure continues for a period of thirty working days, either party may, by written notice to the other party, terminate the Contract immediately.

27. EMERGENCY CLOSURE

27.1 In the event of an emergency closure or a potential emergency closure of the Prime Provider, the Purchaser shall be informed immediately by the Prime Provider.

28. CHANGE OF OWNERSHIP

28.1 The Prime Provider shall immediately inform the Purchaser of any change affecting the Ownership of the Prime Provider in addition to notifying any relevant registration authority.

28.2 In the event that the Prime Provider wishes to transfer the Contract to any new owner the Prime Provider shall request that the Purchaser shall assign the Contract. The Purchaser may refuse any request for assignment in its absolute discretion.

29. AGENCY

29.1 The Prime Provider is not and shall not hold itself out as being the agent of the Purchaser.

30. DECLARATION OF INTERESTS

30.1 The Prime Provider shall inform the Purchaser in writing of any elected member or employee of the Purchaser who is involved in any way with the Prime Provider at any time during the term of the Contract.

31. CONSEQUENTIAL LOSS

31.1 Notwithstanding anything expressed or implied in the Contract to the contrary the Purchaser shall not be liable under any circumstances whatsoever to the Prime Provider for the Prime Provider's consequential loss.

31.2 In this Clause "consequential loss" includes but shall not be limited to loss of savings, loss of profit, loss of use, loss of contract, loss of production, loss of revenue, business interruption or increased cost of working however caused arising out of or in connection with the Contract and whether or not foreseeable at the date of the Contract.

32. CONFIDENTIALITY

32.1 For the purposes of this Clause "Confidential Information" means all information (whether commercial financial technical personal or otherwise) relating to the disclosing party its sub-Providers, People or servants or agents disclosed to or otherwise obtained by the recipient party under or in connection with the Service and the Contract and which is designated as being confidential or which is by its nature clearly confidential.

32.2 Each party undertakes in respect of Confidential Information for which it is the recipient:

32.2.1 to treat such information as confidential;

32.2.2 not without the disclosing parties prior written consent to communicate or disclose any part of such information to any person except:

32.2.2.1 to those employees agents sub-Providers and other suppliers on a need-to-know basis who are directly involved in Services

32.2.2.2 the recipients auditors professional advisers and any other persons or bodies having a legal right or duty to have access to the knowledge of the Confidential Information in connection with the business of the recipient

32.2.2.3 to ensure that all persons and bodies mentioned in Clause 32.2.2.2 are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the disclosing party and to use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Clause

32.2.2.4 when using or circulating such information within its own organisation to the extent necessary for the purposes of the Services

32.3 The obligations in this Clause shall not apply to the Confidential Information:

- 32.3.1 in the recipient's possession (with full right to disclose) before receiving it; or
 - 32.3.2 which is or becomes public knowledge other than by breach of this Clause; or
 - 32.3.3 independently developed by the recipient without access to or use of the Confidential Information; or
 - 32.3.4 lawfully received from a third party (with full right to disclosure).
- 32.4 The Prime Provider shall indemnify the Purchaser from and against all claims losses expenses damages and costs arising from the breach of this Clause by the Prime Provider its servants agents and sub-Providers.
- 32.5 This Clause shall continue in force for a period of three years following the date of termination of the Contract.

33. TUPE

- 33.1 At any time before the expiry of the Contract Term or in the event that the Contract is terminated in accordance with these Conditions within 28 days of giving or receiving notice of such termination or where this Contract is terminated forthwith within 28 days of termination the Prime Provider shall on the written request of the Contracts Manager collate whatever information is required for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (the "TUPE Information") which may include but shall not be limited to:
- (i) the number of staff, including supervisory and administrative staff, employed by the Prime Provider and any sub-Contractor employed in the Services;
 - (ii) the terms and conditions of employment of those staff; and
 - (iii) any other information relating to those staff as properly may be required by the Purchaser under this Clause.
- 33.2 In the event that the Purchaser commences procedures for inviting tenders to provide the Services, the Prime Provider shall make the TUPE Information available on request to any person who wishes to submit such a tender (a "Tenderer").
- 33.3 Throughout the period specified in Clause 33.1 the Prime Provider shall maintain and amend the TUPE Information to the extent necessary to ensure that it is complete accurate and up to date and in the event that such amendments are made the Prime Provider shall inform any person to whom it has made the TUPE Information available in accordance with this Clause of the nature extent and content of those amendments and the reasons for which they have been made.
- 33.4 The Prime Provider shall, if requested by the Purchaser, provide the same information relating to employees of its contractors, sub-contractors and agents where relevant to the provision of the Service and shall do its utmost to procure co-operation from such contractors, sub-contractors and agents.

- 33.5 In the event that there is a transfer of employees pursuant to TUPE the Prime Provider shall co-operate, and where relevant do its utmost to procure the co-operation of its contractors, sub-contractors and agents, in the orderly transfer of any relevant personnel.
- 33.6 The Prime Provider shall indemnify the Purchaser against any and all losses, costs, expenses, awards, liabilities incurred by the Purchaser in connection with or as a result of any claims demands or proceedings of whatever nature by any employee or former employee of the Prime Provider or its sub-contractors or agents arising out of any non compliance with TUPE.
- 33.7 The Prime Provider shall not make any claim against the Purchaser in connection with the effect on the Contract of TUPE.
- 33.8 The Prime Provider undertakes not to change personnel or Service delivery structure during the last twelve months of the Contract other than for bona fide economic or operational reasons related to provision of the Service under the Contract including but not limited to changes to preclude or promote application of TUPE upon termination or expiry of the Contract.
- 33.9 In the event of non-compliance by the Prime Provider with this Clause 33, then:
- (i) the parties acknowledge that the Purchaser shall be entitled to an injunction or an order for specific performance in order to obtain the TUPE information; and
 - (ii) the Prime Provider shall reimburse all expenses incurred by the Purchaser in enforcing the Prime Provider's compliance with this Clause. For the avoidance of doubt, this shall include the cost of Purchaser officer time.

34. INFORMATION AND RETENDERING

- 34.1 Subject to clauses 17 (Data Protection) and 32 (Confidentiality), at the Purchaser's reasonable request, the Prime Provider must provide the Purchaser with such information and data as the Purchaser may reasonably require to enable the Purchaser to prepare the necessary documentation to appoint another person to provide the Services in place of the Prime Provider.
- 34.2 The requirement set out in clause 34.1 does not include any information or data which is considered commercially sensitive.

35. CONCLUSION OF CONTRACT

- 35.1 Subject to clauses 17 (Data Protection) and 32 (Confidentiality), upon the termination of this Contract the Prime Provider shall give to the Purchaser or to any person the Purchaser may specify if requested, all data, information, files, records, documents and the like (in whatever format they may be held) which the Purchaser has supplied to the Prime Provider for the purposes of this Contract (which may have subsequently been altered by the Prime Provider) in connection with the carrying out of the Prime Providers obligations under this Contract.

35.2 Unless the Purchaser authorises the Prime Provider to do so, or it is required at law to do so, it must not retain any copies of the information etc referred to in Clause 35.1.

35.3 Clause 35.1 is subject to the provisions of clauses 17 (Data Protection) and 32 (Confidentiality).

36. SEVERABILITY

36.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

37. RECOVERY OF SUMS DUE

37.1 Wherever under this Contract any sum of money is recoverable from or payable by the Prime Provider that sum may be deducted from any sum then due or which at any later time may become due to the Prime Provider under this Contract or under any other agreement or contract with the Purchaser.

38. HEALTH & SAFETY

38.1 The Prime Provider shall in performing the Contract adopt safe methods of work in order to protect the health and safety of its own employees, the employees of the Purchaser and of all other persons including members of the public and shall comply with the requirements of the Health & Safety at Work Act 1974, the Management of Health & Safety Regulations 1992, the Control of Substances Hazardous to Health (COSHH) Regulations 1988 and 1994 and the Road Traffic Act 1988, HSE guidance notes and approved Code of Practice and of any other Acts Regulations Orders or any European Directive pertaining to the health and safety of persons and shall have regard to the Purchaser's health and safety policy.

38.2 The Prime Provider shall, prior to the commencement date of this Contract provide to the Purchaser on request with a written copy of its health and safety working procedures relating to the performance of the Contract.

38.3 The Prime Provider shall review and amend its health and safety policy and safe working procedures as often as may be necessary and in the light of changing legislation or working practices and shall notify the Purchaser in writing of any such revisions if required by the Purchaser.

38.4 The Prime Provider shall advise the Purchaser of the name address and telephone number of the person within its organisation responsible for health and safety and welfare matters.

38.5 The Prime Provider shall be responsible for ensuring compliance (and that of any sub-Prime Provider) with aforementioned safety policies.

39. EQUAL OPPORTUNITIES

- 39.1 The Prime Provider will ensure that its Terms and Conditions of Employment and its policies and procedures relating to employment comply with all current legislation other legal requirements and codes of practice published by all relevant recognised bodies including but not limited to:-

ACAS

The Equalities and Human Rights Commission

The Department of Communities and Local Government

The Department for Business, Enterprise and Regulatory Reform

and shall upon request furnish the Purchaser with such evidence of compliance with the same as the Purchaser shall specify and require.

- 39.2 The Prime Provider shall not discriminate or permit any employee or agent of the Prime Provider to discriminate in any way against any person on the basis of race gender disability age sexual orientation gender change religion or belief or in any other way prohibited by law and shall comply at all times at its own expense with any requirements made by the Purchaser to be observed by Prime Providers in its policies to promote equality and diversity.
- 39.3 The Prime Provider shall comply with the Purchasers policies made pursuant to the Race Relations (Amendment) Act 2000 the Disability Discrimination Act 1995 the Equality Act 2006 and for the promotion of equality and diversity published from time to time and shall if required to do so produce evidence satisfactory to the Purchaser that the performance of the Contract is consistent with and in accordance with those policies.
- 39.4 The Prime Provider shall be able to demonstrate that where appropriate (bearing in mind the nature of the Services to be provided) that those Services are accessible and delivered in a way that is appropriate to meet the needs of those People that the Services are intended to benefit.
- 39.5 The Prime Provider shall on request provide the Purchaser with copies of any policies adapted by the Prime Provider pursuant to its obligations. The Prime Provider shall put in place a review of compliance with policies to a schedule to be agreed with the Purchaser and to submit a report to the Purchaser of this review on request.
- 39.6 The Prime Provider shall ensure that its staff and volunteers are properly trained in respect of the matters detailed in this clause to ensure compliance with the Prime Provider's duties relating to equality and diversity and fair access in the Contract.
- 39.7 The Prime Provider shall inform the Contract Manager as soon as becoming aware of any legal proceedings (whether civil or criminal) brought against the Prime Provider under Race Relations legislation or of any judgements, awards, convictions (not spent or exempted under the Rehabilitation of Offenders Act 1984) or settlements arising, and shall provide the Contract Manager with such further information and documentation as reasonably may be required in relation thereto.
- 39.8 In the event of any findings of unlawful racial discrimination being made against any of the Prime Providers staff and volunteers by any court or employment tribunal or of an adverse finding in any formal investigation by the Commission for Racial Equality

the Prime Provider shall take appropriate steps to prevent repetition of the unlawful discrimination.

- 39.9 The Prime Provider shall on request, provide the Purchaser with details of any steps taken under clause 39.8.
- 39.10 Where relevant to the Contract and as agreed between the Prime Provider and the Purchaser, the Prime Provider shall monitor the representation within its workforce and provide the Purchaser with a breakdown of job applications and workforce of: different racial groups (meaning groups of persons defined by reference to colour, race, nationality or ethnic or nations origins), gender disability, age, religion or belief as maybe required, giving regard to the Purchasers procedures for the monitoring representation among its own employees.
- 39.11 The Prime Provider shall provide such information as the Purchaser may reasonably request for the purpose of assessing the Prime Providers compliance with this clause.

40. AUDIT OF RECORDS

- 40.1 At any time upon the request of the Purchaser the Prime Provider shall make available for inspection and audit all records maintained by the Prime Provider in relation to Contract invoicing and pricing, and also to any incidents or occurrences related to health, safety and environmental matters. The Prime Provider similarly agrees to make available all records maintained on volunteers and staff recruitment and training and in respect of Criminal Records Bureau and related checks as set out in the Specification at Appendix B. The Prime Provider shall allow the Purchaser full access to its premises upon reasonable request to allow such inspection or audit to take place and shall provide all reasonable facilities, resources and assistance to support this process. In this Clause the term “records” means all records in any medium (whether written, computer readable or otherwise) including accounts, data, documents, drawings and private notes about the Purchaser and all copies and extracts of them made or required by the Prime Provider in the course of this Contract.

41. SAFEGUARDING VULNERABLE ADULTS

- 41.1 If a member of the Prime Provider’s staff or volunteer becomes aware of abuse or suspects that abuse may be happening to an adult, then the Prime Provider’s Manager must inform the Community Response and Reablement Duty Team of the Purchaser, by telephone on the same day of the concern being raised (as laid out in the Berkshire Safeguarding Adults Policy and Procedures 2008 for safeguarding adults or any such document from the Purchaser that supersedes this publication). If a Prime Provider has safeguarding concerns out of normal office hours, then they should contact the Emergency Duty Team by telephone (or any such number as subsequently provided by the Purchaser, in order to make a safeguarding alert).
- 41.2 The Prime Provider shall ensure that all staff and volunteers engaged in the provision of the Services are:
- 41.2.1 registered with the Independent Safeguarding Authority (ISA) in accordance with the Safeguarding Vulnerable Groups Act 2006 and regulations or orders made there under; and

- 41.2.2 are subject to a valid enhanced disclosure check undertaken through the Criminal Records Bureau (which the Purchaser requires to be renewed every 3 years) including a check against the adults' barred list as appropriate; and
- 41.2.3 the Prime Provider shall monitor the level and validity of the checks under this clause for all staff and volunteers.
- 41.3 The Prime Provider warrants that at all times for the purposes of this Contract:
- 41.3.1 it is appropriately registered in relation to all persons who are or will be employed or engaged by the Prime Provider in the provision of the Services, and
- 41.3.2 it has no reason to believe that any such person:
- 41.3.2.1 is barred from the activity; or
- 41.3.2.2 is not registered with the ISA, in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made there under, as amended from time to time.
- 41.4 The Prime Provider shall immediately notify the Purchaser of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 41 have been met.
- 41.5 The Prime Provider shall refer information about any staff carrying out the Services to the ISA where it removes permission for such staff to carry out the Services (or would have, if such staff had not otherwise ceased to carry out the Services) because, in its opinion, such staff has harmed or poses a risk of harm to the Person/vulnerable adults.
- 41.6 The Prime Provider shall not, without the prior written consent of the Purchaser, 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 the Service, or may present a risk to People or any other person.
- 41.7 The Purchaser's consent under clause 41.7 shall be conditional on appropriate safeguards being put in place as the Purchaser in its absolute discretion, and in accordance with any directions made under the SVGA 2006, may determine.
- 41.8 The Prime Provider agrees to follow the Berkshire Safeguarding Adults Policy and Procedures 2008 and those of the Care Quality Commission Adult Protection Protocol detailed under "Role of the 'Registered Prime Provider'" or any amended protocol thereunder or any relevant superseding protocol. Copies of this document can be found at: <http://www.bracknell-forest.gov.uk/berkshire-safeguarding-adults-policy-and-procedures> (subject to change).
- 41.9 The Prime Provider and its staff and volunteers shall not act as either executors or as a witness to the will of any Person. Nor shall they accept power of attorney status for any Person or act in the capacity of a certificate Prime Provider for a Lasting Power of Attorney or any other Power of Attorney.
- 41.10 The Prime Provider shall respect the confidentiality of People and adhere to the Purchaser's Information Sharing and Assessment Protocol (Appendix F), which summarises local, 'arrangements to work effectively with other organisations to safeguard and promote welfare, including arrangements for sharing information;' (subject to any relevant provisions of the Data Protection Act).

41.11 The Prime Provider shall disseminate and implement 'appropriate whistle-blowing procedures, and a culture that enables issues about safeguarding and promoting the welfare of children to be addressed;'

42. MENTAL CAPACITY ACT

42.1 The Prime Provider shall comply with the requirements of the Mental Capacity Act 2005.

42.2 There are 5 core principles that underpin the Mental Capacity Act 2005 as follows:

42.2.1 A person must be assumed to have capacity unless it is established that they lack capacity.

42.2.2 A person is not to be treated as unable to make a decision unless practicable (doable) steps to help them to do so unless all practical steps to help have been taken without success.

42.2.3 A person is not to be treated as unable to make a decision merely because they make an unwise decision.

42.2.4 An act done, or decision made, under this Act for or on behalf of a person who lacks capacity must be done, or made, in their best interests.

42.2.5 Before the act is done, or the decision is made, regard must be had to whether the purpose for which it is needed can be as effectively achieved in a way that is less restrictive of the person's rights and freedom on action.

42.3 These principles must be followed in any assessment of or decision about a Person's capacity. The Code of Practice can be found at:
<http://www.dca.gov.uk/menincap/legis.htm#codeofpractice> (subject to change)

42.4 Where a Person is unable to express their views/decisions or has been assessed as lacking capacity; the Prime Provider will ensure that each Person receives assistance with this process which may mean accessing the Independent Mental Capacity Advocate (IMCA) service under the Act.



APPENDIX B

Specification for the provision of Advocacy Services

1. Introduction to Specification

Bracknell Forest Council is located in central Berkshire, approximately 30 miles from central London and between the M3 and M4 motorways. It contains six parishes; Bracknell Town, Binfield, Crowthorne, Sandhurst, Warfield and Winkfield. The Borough is administered by Bracknell Forest Council, whose services are divided between four Directorates: Corporate Services, Adult Social Care, Health and Housing, Environment, Culture and Communities, Children, Young People & Learning.

The Purchaser aims to assist people to live in the community for as long as possible and in an appropriate manner, or to help them to find suitable alternative accommodation if this is their wish and meets their needs.

The Purchaser's vision is of a community where people can thrive; living and working in a clean, safe and healthy environment, a vision that embraces the principles of sustainable communities. A sustainable community is one where all people will want to live and continue to want to live in the future - a community that can stand on its own feet and adapt to the changing and complex demands of modern life.

Bracknell Forest Council and Berkshire PCT have developed an Advocacy Strategy, and this Specification is part of delivering and contributing towards the goals and objectives identified.

The Purchaser is seeking to appoint a single 'Prime Provider' to deliver or sub-contract as required the Services detailed in this Specification.

The Advocacy Charter, published in 2002 by Action for Advocacy (A4A), has been widely accepted throughout England and Wales as a document that defines and promotes key advocacy principles, and can be found on their website –

<http://www.actionforadvocacy.org.uk/articleServlet?action=display&article=756&articleType=41>

Advocacy is defined in the Advocacy Charter as:

“Taking action to help people say what they want, secure their rights, represent their interests and obtain services they need. Advocates and advocacy services work in

partnership with the people they support and take their side. Advocacy promotes social inclusion, equality and social justice."

The Prime Provider will also be expected to promote the values and objectives of the Putting People First vision for adult social care, see –

http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_081118

The aim of the Service will be to enable residents of Bracknell Forest who are eligible for support from the Adult Social Care, Health and Housing department of Bracknell Forest Council by reason of their physical, mental or sensory needs to have their views heard and their rights respected.

When providing the Service, the Advocate must give priority at all times to the views and wishes of the Person using the Service and should not be influenced by, or seek to pursue, any other interests.

Any organisations providing advocacy services will be wholly independent of the Purchaser.

2. Service Context

There is a wide variety of different advocacy models and delivery of support for people across Bracknell Forest. The local research and consultation undertaken to produce the Advocacy Strategy revealed that people, carers, the general public, and health & social care practitioners were unsure of what advocacy is, what information and support is available and how to access such services.

3. Purpose of the Service

The Prime Provider shall provide support, guidance and opportunities to People in making broader decisions about their life and overcoming challenges in their daily living. The Service shall be provided to People who are eligible for support from the Purchaser as well as Carers of those People; making the best use of the resources available to maximise the support that People can receive in taking control of their lives; and maximising the influence that People have over the support and services that they receive.

4. Scope

As part of developing a strategy for commissioning advocacy and identifying local needs a comprehensive needs analysis based on statistical analysis and local consultation was conducted. Analysis suggested supply of independent advocacy as well as informal / volunteer advocacy is a requirement for all vulnerable groups and Carers the Purchaser supports, to deliver early intervention, prevention and personalised outcomes.

Currently there are advocacy arrangements in place to support and enable adults with learning disabilities and autism to have their wishes heard, make their own choices and take control of their own lives, promoting social inclusion, equality and human rights.

This is achieved by providing independent advocacy on a one-to-one basis. The advocacy support is issue based and time limited.

There are also two supported self / peer advocacy groups (One for people with learning disabilities and the other for people with autism). Both groups help members to build confidence and gives them the skills to speak up. They also raise awareness about learning disabilities and autism respectively so that people with a learning disability or autism can feel and be included in the local community.

The above services are provided by the equivalent of two whole time workers.

As indicated and following the strategy development, aligned with the ongoing personalisation agenda, it is anticipated that demand may grow for professional and informal / volunteer advocacy.

During 2011-12 approximately 2,563 people engaged with the Purchaser in Bracknell Forest.

For further information please refer to '**Speaking Up, Speaking Out, Taking Action: A strategy for commissioning advocacy in Bracknell Forest 2012-2015**'.

5. Policy Context

This Specification sits firmly within the context of:-

- The transformation of social care and the personalisation agenda set out in Putting People First
http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_081118
- Personalisation or self directed support means that People can design the support and care arrangements that best suit their specific needs. It puts People at the centre of the planning process, and recognises that they are best placed to understand their own needs and how to meet them.
- Councils providing “an enabling framework to ensure People can exercise choice and control with accessible advocacy, peer support and brokerage systems with strong links to user led organisations.”

6. Regulatory Standards

The Service shall comply with the A4A Action for Advocacy Quality Standards for Advocacy Schemes and the Code of Practice. More information can be found at:

<http://www.actionforadvocacy.org.uk/articleServlet?action=display&article=1045&articletype=41>

7. Aims

- To support and enable individuals eligible for support from the Purchaser to have their wishes heard, make their own choices and take control of their own lives, promoting social inclusion, equality and human rights.

- To support and enable Carers of adults eligible for support from the Purchaser to represent their needs and wishes particularly where they differ from those of the cared for Person.

8. Service Requirements

Part A: Advocacy

Criteria for Part A:

- Vulnerable individuals aged 17+ who have been assessed as eligible for support from the Purchaser or who are being assessed to determine as such.
- Carers of someone resident in Bracknell Forest who is eligible for support from the Purchaser.

This Service shall without limitation:-

- Provide independent advocacy on a one-to-one basis. The advocacy support shall be issue based and time limited
- Provide group advocacy sessions where applicable
- Develop a pool of community based advocacy experts / volunteers
- Provide a network of advocacy support for People who are eligible for support from the Purchaser and provide effective signposting to other agencies for those people that are ineligible

Part B: Self Advocacy Groups

Criteria for Part B

- Vulnerable individuals aged 17+ who have a learning disability or an Autistic Spectrum Disorder (ASD)

This Service shall without limitation:-

- Support the self-advocacy group for People with ASD
- Support the self-advocacy group for People with learning disability
- Promote self empowerment.
- Enable People with learning disabilities and autistic spectrum disorders to understand more about empowerment and self determination
- Enable People with learning disabilities and autistic spectrum disorders to raise issues of concern to the groups of individual members with relevant agencies
- Enable the self advocacy group to decide, plan and carry out their own programme of activities and action

Description:-

- The Prime Provider shall arrange regular self advocacy group meetings. The purpose and shape of the group meetings shall be determined by the members, in consultation with the Commissioners, and will develop over time.

- A committee of chosen representatives may be formed to meet occasionally to plan and develop the work of the groups
- One or more group members shall be given support to take part as a volunteer in administrative work, preparation and follow up for groups between meetings
- Support members to attend local, regional and national meetings. For example the local Learning Disability and Autism Partnership Boards
- Any person without a learning disability or an ASD at the group meetings shall be present to support members to run the meetings, and or provide information or training. Advocate Support Worker(s) shall encourage members to take leadership in the groups, to plan the activities and group projects etc.
- The Prime Provider shall publicise the groups in a range of ways including local community facilities, Bracknell Forest Council's ihub (see link below) and so forth, and shall have a contact number, postal address, email address and a webpage which People can use to gain more information about the groups. The Prime Provider shall be responsible for all costs related to publicity e.g. publicity literature, adverts etc
<http://ihub.bracknell-forest.gov.uk/kb5/bracknell/asch/home.page>
- The Prime Provider shall seek additional sources of funding in order to develop the self advocacy groups in Bracknell and enable them to become more independent from the Purchaser.

Part C. Capacity Building

- Support and develop natural self advocacy skills / groups.
- Promote a broad understanding of what advocacy is, the types of advocacy available and the role it can play in achieving personalised outcomes. This should involve working to a promotional plan providing added value by working effectively in partnership with other stakeholders locally.
- Offer support and connections to natural advocacy partnerships within communities
- Bring People together to address unmet advocacy needs and facilitate collaborative work to develop new responses to such needs
- Develop mechanisms for feedback to commissioners on Social Policy and People's experiences of Service delivery

Values and Principles

The Prime Provider shall engage Advocates to undertake the bulk of the work, including direct advocacy support, self advocacy group facilitation and training of volunteers.

Safeguarding

The Prime Provider shall comply with the Safeguarding Procedure of Bracknell Forest Council for groups eligible for support.

http://www.proceduresonline.com/berks_adult_sg/

The Safeguarding Adults Best Practice Guidance states:

- Where a Person is subject to a safeguarding concern they must be offered the support of an Advocate.
- Equally, where the perpetrator is also a vulnerable adult at risk, they must also be offered an Advocate.
- The Purchaser expects this need to be viewed by the Prime Provider as a priority and a response would be required within 5 working days.

9. Referral Route and Priorities

Referrals can be made in the following ways:

- Self referral or Carer Referral
- Referrals from Community Teams such as the Community Team for People with Learning Disabilities (CTPLD), Long Term Conditions (LTC) team etc.
- Schools and practitioners based within schools services
- Children, Young People & Learning

Response time and prioritisation

The Prime Provider shall make contact with the referring source within 5 working days of receiving a referral, and prioritise according to the following:

- Safeguarding concerns
- Urgency: deadlines, impact in the short, medium and longer term
- Vulnerability: a Person's isolation, confusion, fragility of existence, fearfulness, inability to understand simple or complex matters - or any combination of these
- Situational: simply the importance to the Person concerned – how much does it matter – a little or a lot, beyond the bounds of acceptability

Termination

The Prime Provider shall only cease a Service before its conclusion in consultation with the Purchaser.

Days/Hours of operation

The Service will be available 9am-5pm Monday – Friday (excluding bank holidays. It is expected there will be a Service available between Christmas & New Year.)

10. Access, Diversity and Inclusion

The Prime Provider shall ensure that the panning and delivery of services is aimed at meeting the diverse needs of Bracknell Forest. Services will be sensitive to the individual needs of the people accessing the services in respect of cultural, religious

and linguistic needs. Where possible to the Prime Provider shall ensure access to interpreters to communicate with people of whom English is not their first language.

The Prime Provider shall ensure that People who use the service have access to a worker of the same sex in order to ensure that people have confidence in discussing their issues around sexuality and other issues such as domestic abuse.

The Prime Provider shall ensure that staff that they employ or sub contract with and volunteers receive appropriate training in respect of diversity.

11. Service Objectives

Service objectives shall include actions which (this list is not exhaustive):

- Support People to have their voice heard when they are facing changes in accommodation, care support or how their services are delivered
- Support People and Carers when facing safeguarding concerns
- Support the Person to understand choices available to them and to access information that will help them to make choices
- Identify the barriers People face to achieving an optimum quality of life
- Support People to have a say in how services are developed and delivered
- Support People to prepare for and take control of their person centred review
- Identify ways that can support People in making the personalisation agenda a reality in their everyday lives
- Identify additional funding by working in partnership with other organisations
- Increase awareness of advocacy and make access easier
- Develop closer working of all advocacy and advice services so that People and Carers can realise their rights
- Support increased sense of well being, and the consequential health benefits that brings
- Support People to access better, timely and more appropriate services because their wishes and choices are heard
- Feedback to providers and commissioners of services as to what works and what doesn't and where the gaps are in Service type and location for continuous improvement of the Service.

12. Outcomes for People

The desired outcome is that People who access the Service have their voices, wishes and feelings heard and acted upon, through support, interpretation and representation.

The support that People receive from an Advocate will enable them to be as fully involved as possible in the processes and decisions taken which affect them. It will assist them, with appropriate and timely referral, to access any health and social care to which they may be entitled and which are in their best interests.

The Prime Provider will contribute to the achievement of the following outcomes for People accessing the Service as identified in the Government's Adult Social Care Outcomes Framework (ASCOF). The ASCOF domains are as follows:

1. ***Enhancing quality of life for People with care and support needs:***
People manage their own support as much as they wish, so are in control of what, how and when support is delivered; Carers can balance their caring roles and

maintain their desired quality of life; People are able to find employment when they want, maintain a family and social life and contribute to community life, and avoid loneliness or isolation.

2. **Delaying and reducing the need for care and support:** everybody has the opportunity to have the best health and wellbeing throughout their life, and can access support and information; earlier diagnosis, intervention and reablement means that People and their Carers are less dependent on intensive services; when People develop care needs, the support they receive takes place in the most appropriate setting, and enables them to regain their independence.
3. **Ensuring that People have a positive experience of care and support:** People who use social care and their Carers are satisfied with their experience of care and support services; Carers feel that they are respected as equal partners; People know what choices are available to them locally, what they are entitled to, and who to contact when they need help; People, including those involved in making decisions on social care, respect the dignity of the Person and ensure support is sensitive to the circumstances of each Person.
4. **Safeguarding adults whose circumstances make them vulnerable and protecting from avoidable harm:** everyone enjoys physical safety and feels secure; People are free from physical and emotional abuse, harassment, neglect and self harm; People are protected as far as possible from avoidable harm, disease and injuries; People are supported to plan ahead and have the freedom to manage risks the way that they wish.

For further details:

http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/documents/digitalasset/dh_125686.pdf

13. Workforce Requirements

The Prime Provider must follow a rigorous recruitment process prior to the commencement of staff including volunteers. This shall include as a minimum:

- A recruitment and selection policy that takes account of all current legislation. The policy covers recruitment, advertising and interviewing and also ensures that a minimum of two satisfactory and verified written references (including one from the most recent employer) are routinely obtained before new workers commence work.
- Checks to ensure that all staff and volunteers involved in the provision of the Service are registered with the Independent Safeguarding Authority (ISA) in accordance with the Safeguarding Vulnerable Groups Act 2006 and regulations or orders made there under.
- Enhanced CRB checks are in place for all staff and volunteers and the portability and durability of CRB checks are in line with statutory requirements.
- Signed training records for all staff and volunteers evidencing induction and mandatory training has been undertaken; with ongoing refresher training; and specialist training to meet the range and complexity of work to be undertaken.
- All staff including volunteers demonstrate their ability to communicate effectively with People

14. Prime Providers Policies

The Prime Provider shall have in place the following policies as a minimum:-

1. Equal Opportunities
2. Confidentiality
3. Data Protection
4. Complaints (and compliments)
5. Safeguarding Adults
 - o Staff and volunteers shall be familiar with and work under the Berkshire Safeguarding Adults Policy and Procedure.

15. Monitoring

Overview:

The Purchaser and the Prime Provider shall meet as a minimum six monthly to review the Service delivery, contractual compliance and reporting requirements.

The Purchaser will not require the Prime Provider to disclose any confidential or personal information obtained from or about any Person or Carer accessing the Service except where that Person, their Carer or another person may be at risk of significant harm or in order to comply with a statutory duty.

The Prime Provider shall maximise every opportunity to consult those who receive the Service with a view to constantly improving the quality of the Service, and shall keep records of such consultation which shall be provided to the Purchaser. This should be in the form of a questionnaire and should be anonymous.

The Prime Provider shall provide the following information to the Purchaser at the monitoring meetings. This list is not exhaustive.

- The number of People and Carers receiving a Service
- The time allocated to each Person and Carer who receives a service
- The issues for which the Service was provided
- The nature of the support provided
- The outcomes achieved in relation to each referral
- Use of the Service broken down by protected characteristics outlined in the Equality Act 2012.
- Use of the Service broken down by demographic and health and social care group.

Specific to Self Advocacy Groups:

- A plan and programme of activities and action
- The outcomes achieved through the delivery of the plan in line with the aims of the Service

Methods of Monitoring

Methods of monitoring will include:

- Peoples reviews

- Office visits, including reasonable access to staff files and the files of People and Carers who have or are in receipt of the Service in order to ensure compliance with the Contract
- Implementation of action plans
- Contract reviews

Aims

The aims of Contract monitoring are:

- to ensure that People receive a consistent and reliable standard of Service
- to support the Prime Provider to maintain and develop a good quality Service
- to ensure there is a quality assured, affordable market for Services in Bracknell Forest.

Roles and Responsibilities

The Prime Provider shall:

- Be responsible for the day-to-day delivery of the Service and will continually review the Service delivery, and will alert the Purchaser to significant changes in need or Service provision.
- Consider all available options for the provision of the service to ensure a quality service is delivered in accordance with the wishes and needs of the person being supported.
- Clarify People's eligibility

The Purchaser shall:

- Monitor and review with regard to People's outcomes.
- Monitor and review with regards to Service outcomes.

Key Performance Indicators

Key performance indicators (KPIs) will be used to measure the Service under Contract and will include:

- Delivery of outcomes for People as evidenced at reviews
- People and their Carer's experience
- Maintenance of appropriate staffing levels to ensure timeliness of response rate aligned to ongoing demand
- Management and staff qualifications and training
- Collaborative working with other services
- Evidence of promotion of Advocacy and the Advocacy Service and involvement with other groups in the local community
- Regular attendance at relevant local meetings and steering groups where applicable
- Examples of innovative and solution focused approaches to meeting Peoples desired outcomes demonstrating a joint approach working together with People accessing Services
- Quality assurance reports and Service improvements
- The Prime Provider will aim to make contact with all referrers within five working days
- Contract management – accuracy, timeliness of invoices, responsiveness, record keeping etc
- Development of a pool of volunteers

- Key statistics detailing service provision, such as numbers of people receiving service and numbers of volunteers engaged and trained to be reported at six monthly review meetings with the Purchaser.
- Key qualitative indicators, such as compliments and complaints received, exit interviews and feedback forms, and feedback from referring practitioners to be evidenced and summarized at six monthly review meetings with the Purchaser

Other KPIs may be agreed between the Prime Provider and the Purchaser.