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County Hall
Rhadyr
Usk
NP15 1GA

Tuesday, 1 July 2025

Notice of meeting

Special Meeting Performance and Overview Scrutiny Committee

Wednesday, 9th July, 2025 at 10.00 am,
Council Chamber, County Hall, The Rhadyr USK

Please note that a pre meeting will be held 30 minutes prior to the start of the meeting for members of the committee.

Members of the People Scrutiny Committee are invited to attend the meeting

AGENDA

Item No	Item	Pages
1.	Apologies for Absence.	
2.	Declarations of Interest.	
3.	<p>Public Open Forum.</p> <p>Our Scrutiny Committee meetings are live streamed and a link to the live stream will be available on the meeting page of the Monmouthshire County Council website</p> <p>If you would like to speak under the Public Open Forum at an upcoming meeting you will need to give three working days' notice in advance of the meeting by contacting Scrutiny@monmouthshire.gov.uk</p> <p>The amount of time afforded to each member of the public to speak is at the Chair's discretion, but to enable us to accommodate multiple speakers we ask that contributions be no longer than 3 minutes.</p> <p>Alternatively, if you would like to submit a written, audio or video representation, please contact the team via the same email address to arrange this. The deadline for submitting representations to the Council is 5pm three clear working days in advance of the meeting. If combined representations received exceed 30 minutes, a selection of these based on</p>	

	<p>theme will be shared at the meeting. All representations received will be made available to councillors prior to the meeting.</p> <p>If you would like to suggest future topics for scrutiny by one of our Scrutiny Committees, please do so by emailing Scrutiny@monmouthshire.gov.uk</p>	
4.	A Review of the Process and Decision Making Involved in the Commissioning of Domiciliary Care Contracts in the South of the County.	1 - 290
5.	Next Meeting: 15th July 2025 at 10.00am.	

Paul Matthews

Chief Executive

MONMOUTHSHIRE COUNTY COUNCIL CYNGOR SIR FYNWY

THE CONSTITUTION OF THE COMMITTEE IS AS FOLLOWS:

County Councillor Jill Bond, West End;, Welsh Labour/Llafur Cymru
County Councillor Rachel Buckler, Devauden;, Welsh Conservative Party
County Councillor John Crook, Magor East with Undy;, Welsh Labour/Llafur Cymru
County Councillor Steven Garratt, Overmonnow;, Welsh Labour/Llafur Cymru
County Councillor Meirion Howells, Llanbadoc & Usk;, Independent
County Councillor Alistair Neill, Gobion Fawr;, Welsh Conservative Party
County Councillor Martin Newell, Town;, Welsh Conservative Party
County Councillor Paul Pavia, Mount Pleasant;, Welsh Conservative Party
County Councillor Peter Strong, Rogiet;, Welsh Labour/Llafur Cymru
County Councillor Jan Butler, Goetre Fawr;, Welsh Conservative Party
County Councillor Christopher Edwards, St. Kingsmark;, Welsh Conservative Party
County Councillor Simon Howarth, Llanelly Hill;, Independent Group
County Councillor Penny Jones, Raglan;, Welsh Conservative Party
County Councillor Maureen Powell, Pen Y Fal;, Welsh Conservative Party
County Councillor Sue Riley, Bulwark and Thornwell;, Welsh Labour/Llafur Cymru
County Councillor Maria Stevens, Severn;, Welsh Labour/Llafur Cymru
County Councillor Martyn Groucutt, Lansdown;, Welsh Labour/Llafur Cymru
County Councillor Jackie Strong, Caldicot Cross;, Welsh Labour/Llafur Cymru

Public Information

Access to paper copies of agendas and reports

A copy of this agenda and relevant reports can be made available to members of the public attending a meeting by requesting a copy from Democratic Services on 01633 644219. Please note that we must receive 24 hours notice prior to the meeting in order to provide you with a hard copy of this agenda.

Welsh Language

The Council welcomes contributions from members of the public through the medium of Welsh or English. We respectfully ask that you provide us with adequate notice to accommodate your needs.

Public Open Forum

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If you would like to speak under the Public Open Forum at an upcoming meeting you will need to give three working days' notice in advance of the meeting by contacting Scrutiny@monmouthshire.gov.uk

The amount of time afforded to each member of the public to speak is at the Chair's discretion, but to enable us to accommodate multiple speakers we ask that contributions be no longer than 3 minutes.

Alternatively, if you would like to submit a written, audio or video representation, please contact the team via the same email address to arrange this. The deadline for submitting representations to

the Council is 5pm three clear working days in advance of the meeting. If combined representations received exceed 30 minutes, a selection of these based on theme will be shared at the meeting. All representations received will be made available to councillors prior to the meeting.

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Aims and Values of Monmouthshire County Council

Our purpose

To become a zero-carbon county, supporting well-being, health and dignity for everyone at every stage of life.

Objectives we are working towards

- Fair place to live where the effects of inequality and poverty have been reduced.
- Green place to live and work with reduced carbon emissions and making a positive contribution to addressing the climate and nature emergency.
- Thriving and ambitious place, where there are vibrant town centres and where businesses can grow and develop.
- Safe place to live where people have a home where they feel secure in.
- Connected place where people feel part of a community and are valued.
- Learning place where everybody has the opportunity to reach their potential.

Our Values

Openness. We are open and honest. People have the chance to get involved in decisions that affect them, tell us what matters and do things for themselves/their communities. If we cannot do something to help, we'll say so; if it will take a while to get the answer we'll explain why; if we can't answer immediately we'll try to connect you to the people who can help – building trust and engagement is a key foundation.

Fairness. We provide fair chances, to help people and communities thrive. If something does not seem fair, we will listen and help explain why. We will always try to treat everyone fairly and consistently. We cannot always make everyone happy, but will commit to listening and explaining why we did what we did.

Flexibility. We will continue to change and be flexible to enable delivery of the most effective and efficient services. This means a genuine commitment to working with everyone to embrace new ways of working.

Teamwork. We will work with you and our partners to support and inspire everyone to get involved so we can achieve great things together. We don't see ourselves as the 'fixers' or problem-solvers, but we will make the best of the ideas, assets and resources available to make sure we do the things that most positively impact our people and places.

Kindness: We will show kindness to all those we work with putting the importance of relationships and the connections we have with one another at the heart of all interactions.

Role of the Pre-meeting

1. Why is the Committee scrutinising this? (background, key issues)
 2. What is the Committee's role and what outcome do Members want to achieve?
 3. Is there sufficient information to achieve this? If not, who could provide this?
- Agree the order of questioning and which Members will lead
 - Agree questions for officers and questions for the Cabinet Member

Questions for the Meeting

Scrutinising Performance

1. How does performance compare with previous years? Is it better/worse? Why?
2. How does performance compare with other councils/other service providers? Is it better/worse? Why?
3. How does performance compare with set targets? Is it better/worse? Why?
4. How were performance targets set? Are they challenging enough/realistic?
5. How do service users/the public/partners view the performance of the service?
6. Have there been any recent audit and inspections? What were the findings?
7. How does the service contribute to the achievement of corporate objectives?
8. Is improvement/decline in performance linked to an increase/reduction in resource? What capacity is there to improve?

Scrutinising Policy

1. Who does the policy affect ~ directly and indirectly? Who will benefit most/least?
2. What is the view of service users/stakeholders? What consultation has been undertaken? Did the consultation process comply with the Gunning Principles? Do stakeholders believe it will achieve the desired outcome?
3. What is the view of the community as a whole - the 'taxpayer' perspective?
4. What methods were used to consult with stakeholders? Did the process enable all those with a stake to have their say?
5. What practice and options have been considered in developing/reviewing this policy? What evidence is there to inform what works? Does the policy relate to an area where there is a lack of published research or other evidence?
6. Does the policy relate to an area where there are known inequalities?
7. Does this policy align to our corporate objectives, as defined in our corporate plan? Does it adhere to our Welsh Language Standards?

	<p>8. Have all relevant sustainable development, equalities and safeguarding implications</p> <p>9. been taken into consideration? For example, what are the procedures that need to be in place to protect children?</p> <p>10.</p> <p>11. How much will this cost to implement and what funding source has been identified?</p> <p>12.</p> <p>13. How will performance of the policy be measured and the impact evaluated</p>
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General Questions:

Empowering Communities

- How are we involving local communities and empowering them to design and deliver services to suit local need?
- Do we have regular discussions with communities about service priorities and what level of service the council can afford to provide in the future?
- Is the service working with citizens to explain the role of different partners in delivering the service, and managing expectations?
- Is there a framework and proportionate process in place for collective performance assessment, including from a citizen's perspective, and do you have accountability arrangements to support this?
- Has an Equality Impact Assessment been carried out? If so, can the Leader and Cabinet/Senior Officers provide members with copies and a detailed explanation of the EQIA conducted in respect of these proposals?
- Can the Leader and Cabinet/Senior Officers assure members that these proposals comply with Equality and Human Rights legislation? Do the proposals comply with the Local Authority's Strategic Equality Plan?

Service Demands

- How will policy and legislative change affect how the council operates?
- Have we considered the demographics of our council and how this will impact on service delivery and funding in the future?
- Have you identified and considered the long-term trends that might affect your service area, what impact these trends could have on your service/your service could have on these trends, and what is being done in response?

Financial Planning

- Do we have robust medium and long-term financial plans in place?
- Are we linking budgets to plans and outcomes and reporting effectively on these?

Making savings and generating income

- Do we have the right structures in place to ensure that our efficiency, improvement and transformational approaches are working together to maximise savings?

- How are we maximising income?
- Have we compared other council's policies to maximise income and fully considered the implications on service users?
- Do we have a workforce plan that takes into account capacity, costs, and skills of the actual versus desired workforce?

Questions to ask within a year of the decision:

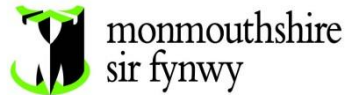
- Were the intended outcomes of the proposal achieved or were there other results?
- Were the impacts confined to the group you initially thought would be affected i.e. older people, or were others affected e.g. people with disabilities, parents with young children?
- Is the decision still the right decision or do adjustments need to be made?

Questions for the Committee to conclude...

Do we have the necessary information to form conclusions/make recommendations to the executive, council, other partners? If not, do we need to:

- (i) Investigate the issue in more detail?
- (ii) Obtain further information from other witnesses – Executive Member, independent expert, members of the local community, service users, regulatory bodies...

Agree further actions to be undertaken within a timescale/future monitoring report...



SUBJECT: A REVIEW OF THE PROCESS AND DECISION-MAKING INVOLVED IN THE COMMISSIONING OF DOMICILIARY CARE CONTRACTS IN THE SOUTH OF THE COUNTY

MEETING: PERFORMANCE AND OVERVIEW SCRUTINY COMMITTEE

DATE: 09.07.25

Ward(s) Affected: Bulwark and Thornwell, Caerwent, Caldicot Caste, Caldicot Cross, Chepstow Castle and Larkfield, Devauden, Dewstow, Magor East with Undy, Magor West, Mount Pleasant, Portskewett, Rogiet, Severn, Shirenewton, St Arvans, Kingsmark and Westend

1. PURPOSE:

To set out the process and decision making regarding the commissioning of domiciliary care contracts, so that this can be reviewed by Performance Overview Scrutiny Committee.

2. RECOMMENDATIONS:

- i. Performance and Overview Scrutiny Committee scrutinises the process and decision making as per the motion at Full Council on 25th April 2025.
- ii. Performance and Overview Scrutiny Committee provides any views in respect of how, in pursuit of the Strategy for Commissioned Domiciliary Care, the commissioning / procurement process was undertaken, highlighting any learning points or areas for improvement that the service should consider in the future.

3. KEY ISSUES

3.1 Background:

3.1.1 In May 2024 Cabinet approved the Strategy for Commissioned Domiciliary Care in Monmouthshire (Appendix 1 and 2). It has three strategic objectives to effectively respond to the challenges within the domiciliary care sector in Monmouthshire:

- (1) Provide sustainable high quality domiciliary care to those with an assessed need within Monmouthshire.
- (2) Maximise the cost effectiveness of the care purchased, with less diversity of cost between providers.
- (3) Improve and standardise terms and conditions for the domiciliary care workforce, supporting with stability of workforce within providers.

3.1.2 Section 6 of the strategy has a detailed phased implementation plan, including the key action for Phase 1 of implementing new block contract arrangements in the South.

The plan highlights the timescales, desired outcomes and risks associated with each of the key actions.

3.1.3 The Strategy was not presented at a scrutiny panel for pre-decision scrutiny prior to Cabinet on 22nd May 2024. The report was entered onto the cabinet forward plan on 24th April 2024 which was subsequent to the People Scrutiny committee which had taken place on 16th April 2024.

3.1.4 Following approval by Cabinet in May 2024, work commenced with the aim of being in a position to begin the required formal procurement process later in the Autumn. A final report was taken to the SC&H DMT on 25th September 2024 detailing the final contract proposal to be tendered for and approval given to proceed. DMT report attached as Appendix 3.

3.2 The Procurement Process

3.2.1 The procurement process, including the pre-tender, tender and post tender stages were all developed and implemented in collaboration with Ardal¹ Procurement colleagues, MCC Strategic Procurement Manager and MCC Legal Team to ensure that the requirements of the Council's Contract Procedure Rules, Socially Responsible Procurement Strategy and Public Contracts Regulations 2015 were all adhered to. The tender was for three block contracts for domiciliary care split across three geographical zones in the South of the County. These areas were designed and finalised in collaboration with the provider market.

- Lot 1: Chepstow Town and Rural,
- Lot 2: Caldicot Town
- Lot 3: The Levels and Rural.

Providers were able to bid for more than 1 lot but could only be awarded 1 Lot as per the grounds of the tender. Bidders were asked to complete a lot preference table to indicate their preferred lot should they score the highest in more than one lot.

3.2.2 The key stages of the procurement process were:

Date	Event/Activity	Purpose
30 th June 2024	Initial Letter to People Receiving the Service.	To advise of cabinet approval of strategy and next steps including engagement methods moving forward.
1 st July 2024	Prior Information Notice issued on Sell 2 Wales.	Advising the wider market of our intention to go out to market for Domiciliary in South Monmouthshire.

¹ Ardal is the specialist procurement service that Monmouthshire County Council uses to support and oversee procurement activity. It is hosted by Cardiff and serves Cardiff, Monmouthshire, Torfaen and Vale of Glamorgan.

5th August 2024	Letter sent to People Receiving the Service.	Asking people to complete a questionnaire to share their views on domiciliary care and ask for nominations to join a service user focus group.
20 th August 2024	Initial Market Engagement Event with providers	To share proposal with the provider market and seek views to refine draft proposal.
11 th September 2024	2 nd Market Engagement Event	To share final proposal for tender with the provider market.
5 th September 2024	Focus Group for people receiving the service and their carers.	To gain people's views on the service they receive now and what they would like from the future. To develop a question with people receiving the service currently and their carers for use in the tender.
11 th September 2024	Business Wales information session for providers.	To support them in understanding TUPE and getting tender ready.
25 th September 2024	Departmental Management Team Meeting – Report Taken	To gain DMT approval of block contract arrangements in the South and commencement of the tender process.
23 rd October 2024	Letter to People Receiving the Service	To advise of tender process commencing
21 st October 2024	Tender published on Sell2wales	Key procurement milestone
11 th November 2024	Deadline for clarification questions from Tenderers	Key procurement milestone
18 th November 2024	Council's Responses to Clarification questions deadline	Key procurement milestone
6 th December 2024	Closing date for tender bids (19 received)	Key procurement milestone
17 th December 2024	Pre-Qualification Questions (PQQ) evaluation and scoring (13 bidders successfully completed full evaluation)	Key procurement milestone

18 th December 2024 - 29 th January 2025	Method evaluation including presentation for question 7 to panel.	Statement including presentation for question 7 to panel.	Key procurement milestone
4 th February 2025	Evaluation and scoring completed – the 3 successful bidders confirmed		Key procurement milestone
3 rd March 2025	Formal notification to all 19 bidders of the outcome of their bid and of the intention to award to named successful bidders – via Proactis system.		Key procurement milestone
3 rd March 2025	Letter to people receiving a service		To advise of intention to award contract
3 rd March – 14 th March 2025	10-day contract award standstill period		Key procurement milestone
17 th March 2025	Contracts awarded to 3 successful bidders.		Key procurement milestone
3 rd April 2025	Letters sent to people receiving service		To confirm contract award and advise on next steps and support available for people
29 April - 8 May 2025	Additional 10-day contract award standstill period for Lot 2 only		Key procurement milestone
19 th May 2025	Contract signature date and termination notices issued for existing contracts		Key procurement milestone
27 th May 2025	Letters sent to people receiving the service.		To inform them of contract signature and next steps.

Further detail on the key stages listed above are set out with the paragraphs 3.2.3-3.2.23 below.

3.2.3 Market Engagement Events: Engagement with existing providers in Monmouthshire commenced in early May when we shared with them the Strategy. In line with Public Procurement Law requirements a Prior Information Notice was published on 1st July 2024 on Sell2Wales advising all potential providers of our intentions. A set of Frequently Asked Questions (FAQs) were produced and published on Sell2wales to provide information for prospective bidders/providers.

3.2.4 An initial in person Market Engagement event was held on 20th August to share the implementation proposals for the South and to seek feedback from providers to shape the final proposal especially regarding the zones and lots etc. It provided an invaluable opportunity to test out the proposals for the block contracts. Comments and feedback were considered and used to inform the final tender. Business Wales attended the first

engagement event and were available to provide support to small and medium providers considering bidding for the contracts.

3.2.5 A follow up online engagement event was held on 11th September to share the final proposals following consideration of feedback from the first event. A full report on market engagement activity and outcomes is attached as Appendix 4.

3.2.6 Business Wales Event: MCC arranged a special online event which was organised with Business Wales to offer support and information to prospective bidders about how best they could prepare for the tender and provide information on the TUPE process and their responsibilities in this regard.

3.2.7 The ITT: In line with the Council's Contract Procedure Rules and Public Contracts Regulations 2015; an Invitation to Tender was published on 21st September 2024 and closed on the 9th December 2024. The ITT process was a robust and rigorous one to ensure that as a public body we complied with all aspects of the law. This part of the process was organised and managed by the Ardal Procurement Team. The ITT was published on the Sell2Wales website.

3.2.8 The ITT information was considerable to ensure that prospective bidders were made fully aware of the tender on offer, the background information and the information they would need to provide as part of their bid and how the bids would be evaluated etc. it included all the relevant information which prospective bidders needed to be aware of. The list below includes all documentation published as part of the ITT and copies are attached as appendices to this report:

Appendix 5: Invitation to Tender for bidders (outlining process and requirements)
Appendix 6: 1st Stage Selection Process guidance (requirements and questionnaire for bidders to complete)
Appendix 7: MCC Contract Terms and Conditions
Appendix 8: 2nd Stage Method Questions (for bidders to complete)
Appendix 9: Pricing Schedule (for bidders to complete and add their bid price /rate)
Appendix 10: Pricing Matrix (for bidders to complete and provide a breakdown of their urban bid price/rate applicable to Lot 1, 2 and Lot 3)
Appendix 11: Pricing Matrix (for bidders to complete and provide a breakdown of their rural bid price/rate applicable to Lot 1 and Lot 3)
Appendix 12: MCC Service Specification (the contract including map on page 36 of the geographical areas)
Appendix 13: Form of Tender (terms of the agreement of the tender process for signature by bidders)

3.2.9 The ITT process included a 4-week clarification questions phase which enabled bidders to seek further information in regard to the ITT information. Bidders submitted clarification questions via the Proactis Portal which is the IT system within which the process was managed. This process was overseen and managed by Ardal Procurement who then forwarded the clarification questions to MCC for response (anonymising the name of the bidder/s). MCC then provided a response. The clarification questions and responses were then published live on Proactis so all bidders had the opportunity to benefit from the additional clarification provided. 45 clarification questions were posed, answered and published.

3.2.10 The Pre-Qualification Questions (PQQ) was the first part of a two-stage selection and award tender process. For each section of the PQQ, evaluation weightings were applied as follows:

Section A - Background/Bidder information/Information Concerning the Economic Operator - Pass/ Fail section
Section B - Mandatory Grounds for Exclusion – Pass/Fail section
Section C - Discretionary Grounds for Exclusion – Pass/Fail section
Section D - Economic & Financial Standing - Scored section: 30%
Section E - Capacity & Capability - Pass/ Fail section
Section F - Management – Scored section: 10%
Section G - Equal Opportunities - Pass/ Fail section
Section H – Sustainability – Pass/Fail section
Section I – Health & Safety – Pass/Fail section
Section J - Service Delivery – Scored section: 60%

Bidders needed to meet the minimum threshold score for the PQQ stage of 50% in each of the scored sections to move to the second phase or achieve a pass for the other sections. Where bidders failed, their Method Statement questions were not evaluated.

3.2.11 Different SCH Officers and Ardal Procurement were part of the PQQ Evaluation team. SCH Finance colleagues reviewed the financial data, and Internal Audit colleagues ran financial checks via the Dun & Bradstreet system and provided those back to the service area to make an overall decision regarding the financial viability of the companies who submitted a bid. The Service Quality Sections were scored individually by a panel of 4 SCH officers using the stipulated scoring matrix, guidance and recording sheet. A consensus meeting was then held, where the scores where the individual officer scores were discussed and a final consensus score awarded. The PQQ consensus meeting was led by Ardal Procurement colleagues who brought rigor and challenge to ensure that the final score were evidence based and consistent with the evaluation criteria and scoring matrix. A record of the final PQQ decisions was made by Ardal.

3.2.12 The Method Statement Evaluation: The second stage process had two components: the evaluation of quality via the Method Statements and the cost evaluation via the pricing schedule. The tender submissions were evaluated on the basis of the most economically advantageous tender using a set quality and price criteria base on the following weighting: Quality 60% and Cost 40%.

3.2.13 The Method Statement evaluation process consisted of evaluating all bidder's written responses to 7 quality questions and a further 2 questions for each lot bid for – a minimum of 9 questions per provider (1 lot bid for) to a maximum of 13 questions (all 3 lots bid for.) Appendix 1 of the ITT details the Method Statement questions, scoring and weighting factors.

3.2.14 As per the PQQ evaluation and scoring arrangements the method question responses were evaluated by a team of 7 SCH officers.

3.2.15 The scale of the submissions was considerable, 13 bidders successfully passed on to the second stage, resulting in circa 153 individual question responses requiring

evaluation and scoring. The responses to each question were assigned to a team of officers for individual scoring and then consensus scoring.

3.2.16 To ensure consistency and continuity the small teams scored all responses for a particular question number e.g. each of the team evaluated and scored 13 x method statement responses for question 1 and a consensus meeting was then held, where the scores of the individual officers were discussed and a final consensus score awarded. These consensus meetings were led by Ardal Procurement colleagues who brought rigor and challenge to ensure that the final score were evidence based and consistent with the evaluation criteria and scoring matrix. A record of the final evaluation decisions was made by Ardal.

3.2.17 The financial evaluation: Bidders were required to complete Pricing Schedule and Pricing Matrix to submit a bid for the services detailed within the tender. A Pricing Matrix for all lots they bid for, and a Rural Rate – Pricing Matrix, if they bid for Lots 1 and 3.

3.2.18 Price submissions were evaluated with the lowest price submission awarded the maximum available score and all other tenderers awarded a score relative to the lowest price bid submitted. The price submission was evaluated using the following formula: $\text{Lowest hourly price submitted} / \text{price being evaluated} \times 40\% = \text{price score for the supplier being evaluated}$. The Rural rate and Urban rate provided for Lots 1 and 3 were combined and the average lowest price awarded the maximum weighting allocated to Price i.e. 40%.

3.2.19 Successful Bid Determination: Each Lot was evaluated separately by the evaluation team comprised of Ardal Procurement Officers, who then combined the price and quality scores in order to determine which submission was the Most Economically Advantageous Tender (MEAT). Tenderers were then ranked based on the tenderers combined price and quality score. After this had been undertaken the Ardal Procurement team then advised MCC officers of the final outcome and the successful bidder in each lot.

3.2.20 The bid price and costs of each tenderer's submission were not shared with MCC/SCH officers until the end of the process when the successful bidders were confirmed. SCH officers undertaking the PQQ and Method Statement quality evaluation were totally unaware of the bid prices of every provider.

3.2.21 Contract Award: On March 3rd 2025 all 19 bidders were advised of whether they were successful or not and informed of MCC's intention to award the contracts to the relevant bidder for the respective lot areas as listed below:

- Lot 1 – Radis Community Care
- Lot 2 - Care Quality Services
- Lot 3 – Lougher Homecare

3.2.22 In line with procurement law a 10-day standstill period followed to allow for any challenge to be made by any of the bidders. No challenges were received. A second standstill period in regard to Lot 2, ran from 28th April – 12th May 2025 and again no challenge was received. MCC completed and signed contracts with each of the providers

on 19th May 2025 with an implementation date of 19th August 2025 for the commencement of the three new block contracts.

3.2.23 Following signing of the new block contracts 3 month-notice was given to all existing providers in the South that the contracts last day of operation will be 18th August 2025.

3.3 IMPLEMENTATION

3.3.1 A 3-month implementation period commenced on the 19th May 2025, which has allowed for a 3 month notice period to be given to existing providers in line with the current contractual arrangement. It also allows sufficient time for all providers to comply with Transfer of Undertaking (protection of employment) (TUPE) legislation.

3.3.2 During month one of implementation 19th May – 19th June 2025, initial mobilisation meetings have occurred on a fortnightly basis with the three successful lot providers to allow for effective planning, troubleshooting and transfer arrangements. Meetings have also been held to introduce existing providers to new Lot providers, to aid in supporting a smooth transition for people receiving the service and for any staff wishing to take up TUPE.

3.3.3 In month two of implementation 20th June – 19th July 2025, Lot providers will be making direct contact with people receiving services to introduce themselves and commence introductory and assessment visits. The TUPE transfer process will be ongoing during this period. In addition, the successful Lot providers will be carrying out map, gap and fill exercises to identify the need for recruitment in areas for which they do not have sufficient staff to meet need. The Direct Payments team and Integrated Services Teams will also be commencing visits and assessments for those people who have requested a direct payment going forward.

3.3.4 In the final month of implementation (20th July – 19th August 2025), TUPE transfers and assessments for people using the service will be finalised. All necessary paperwork (including care plans, risk assessments, daily notes etc) will be put in place by the new providers, and the transfer of existing information about people receiving the service will be facilitated. New block contracts is scheduled to officially commence on 19th August 2025; these will be the primary mechanism for domiciliary care and support in South Monmouthshire.

3.4. Engagement With People Receiving The Service

3.4.1 In June 2024 all people receiving commissioned domiciliary care in the south were written to advising of the strategy. In July people were invited to share their views on the way care is currently delivered and what might help it improve. Packs were sent to 191 people with easy read, Welsh and English letters and questionnaires, and link to an online questionnaire.

3.4.2. Overall people reported they are happy with their care now, and feel it is delivered by well trained staff, who are kind to them and by agencies they can contact. However, a smaller number of people do feel they have too many different carers supporting them, and that care is delivered at a time that doesn't suit them.

3.4.3 Twenty-two out of forty-five respondents fed back on how things could be improved. An area most consistently highlighted was receiving care at the right time for them from people they know. It is clear people want care that meets their specific needs rather than is one size fits all. Several people also raised the importance of fair pay including travel expenses and time for carers. Seven people didn't want anything to change.

3.4.4 A service user focus group on 5th September was attended by 5 people. People were broadly in support of the proposals; they were most interested in being supported by a team of consistent carers, with good communication and other soft skills, alongside comprehensive training so they are able to fit into their households and provide positive support. Ensuring a well-supported, paid and trained workforce was also important. Focus group attendees developed a question which was included within the method statement questions and asked to all tendering organisations.

3.4.5 In October 2024 we wrote to people receiving the service to advise of the tender process commencing. Once the tender process was complete, we again wrote to people in March 2025 advising of our intention to award the contract. This was followed by a letter in April 2025 confirming contract award and advising on next steps and support available for people. In May 2025, we wrote again to let them know contracts had been signed and that they would soon be hearing from their new providers. These letters are being sent out from early July.

3.4.6 In April 2025 161 people were written to advising of a change to their existing provider (a further 30 were written to but will remain with their current provider). 35 (22%) people made contact as a result to ask questions, raise concerns and request information about direct payments. All people who made contact have received follow up calls from the social work teams, managers or Direct Payment team to receive support, guidance and/or information as needed.

3.4.7 Requests have been received from 17 people who wish to explore a direct payment as a way to retain their existing provider and not transfer to the new provider for their respective lot area. Social workers and Direct Payment advisors have begun meeting with the people to discuss direct payments further and carry out an assessment. It is anticipated these meeting will be completed by the end of July.

3.5 Learning to Date

3.5.1 The Strategy for Commissioned Domiciliary Care clearly highlighted that its phased implementation approach is ambitious with the breadth and depth of work required. The timescales within it were acknowledged as being demanding and assumed the smooth running of the process, which could be subject to change as the project progresses. One of the key benefits of a phased implementation approach is it allows for iterative learning; both from successes and difficulties as it progresses.

This iterative approach has been ongoing throughout the project, with opportunities for reflection, adaptation and improvement. Adjusting the approach and actions to both reactively and proactively improve the projects implementation. Feedback from key stakeholders has been significant in terms of addressing and refining the process; this includes people using the service, existing and new providers and officers of the Council and Ardal.

Some key reflections on learning to date include:

Tender Process:

- Refine and reduce the Method Statement Evaluation section of the tender process to prevent repetition and reduce volume of tender submissions to allow for greater efficiency of evaluation time. This should also allow for providers to spend a greater amount of time ensuring they cover all key areas in the questions requested to score maximum points, by fully demonstrating their capabilities.
- The phase 2 timeline should allow for additional time within key steps to allow for different departments to carry out their respective tasks and contingency time where additional information is required from bidders.
- To consider expanding the evaluation teams to reduce impact on limited number of key officers. The impact on officer capacity is significant, with the PQQ and Method Statement evaluations processes being especially time consuming.

Communication:

- Opportunities for increased engagement and coproduction with people using the service could be built into the timeline, for example to coproduce plans, and to be involved in evaluation panel.
- Use opportunities to ensure elected members are fully sighted on and aware of the proposals in development.
- Consider developing a webpage for MCC website to inform residents of phase two proposals at an earlier stage in process.

Project Management:

- Use of more realistic timescales; some of the original timescales for this project have proven overly ambitious, with key tasks taking longer than theoretically thought, especially in relation to existing providers to fully work through the implications for their agency.

The implementation phase is currently in progress, and once complete will be reviewed for future learning.

4. EQUALITY AND FUTURE GENERATIONS EVALUATION (INCLUDES SOCIAL JUSTICE, SAFEGUARDING AND CORPORATE PARENTING):

4.1 An Integrated Impact Assessment has been undertaken which has been regularly reviewed and updated since February 2024. It is attached as Appendix and a summary from Section 8 identifying the significant positive and negative impacts is below:

Positive Impacts:

- The changes to the way in which we commission domiciliary care should improve capacity and resilience in the sector, whilst ensuring best use of public funds. This will ensure there is as far as possible sufficient quality care at the right cost to meet the individual's needs. The Spot Purchasing arrangements (which will run alongside block contracts) will also provide a way in which very specialist care and support can be purchased.

- The new model will enable a cost effective, secure and resilient model of care commissioning and delivery which will seek to provide best possible outcomes for individuals who require care.
- The mandating of common employment terms will improve equity in the sector, improve consistency and provide greater security to the workforce.
- Considerable engagement with the market throughout Phase 1, however earlier engagement with existing providers for Phase 2 may improve cooperation and reduce anxiety.
- Potential reduction of carbon footprint for provision of care due to providers working in smaller geographical areas.

Negative Impacts:

- Individuals who currently receive care and support may be impacted by changes in care provider. For some people this will / is likely to cause some anxiety and uncertainty. At contract award 161 people were written to advising of a change to their existing provider, 35 (22%) people made contact as a result to ask questions, raise concerns and request information about direct payments.
- Providers who are not successful in winning the tender will be impacted, with the workforce potentially being transferred under TUPE regulations.

4.2 A robust procurement process has been carried out overseen by Ardal Procurement to ensure that all contract and procurement legislation has been adhered to. This ensures a fair, transparent and thorough process has been followed. People receiving services have been kept up to date at all key stages, as have incumbent providers. A 3-month implementation plan is in train, and employees will have the opportunity to TUPE to new organisations providing consistency in care and ongoing employment rights. People receiving the service have had the opportunity to request direct payments as an alternative to new block contract arrangements. New contractual terms mandate delivery in a way which promotes employment rights, ensures capacity and provides good quality care at a level which is needed now and into the future.

5. OPTIONS APPRAISAL

Not Applicable

6. EVALUATION CRITERIA

6.1 Performance against each of the three key strategic aims of the strategy will be regularly assessed throughout the term of the contract (4 years) against the progress measures set out in section 4.2 of the Strategy for Commissioned Domiciliary Care in Monmouthshire 2024-2034(Appendix 2) and listed below:

- % of care provided via the block contract
- arrangements
- % of care provided via spot purchase
- % of unmet need

- Number of people waiting for discharge from hospital due to awaiting domiciliary care packages.
- Monthly analysis of costs of care.
- Number of hours of care delivered against planned.
- % of invoices paid at actual level of delivered hours.
- % staff turnover in providers
- % of staff leaving the sector
- % of staff moving between providers

6.2 With respect to the impact for people we will obtain direct feedback from people in receipt of domiciliary care (via the Community Care Questionnaire) particularly for those residents who have experienced a change of agency. We will use quality assurance framework to measure progress on individual outcomes alongside qualitative reports from providers. The provider organisations will be subject to formal contract monitoring, alongside considerable joint working to foster a flexible and person-centred partnership approach.

7. REASONS

At Council on 25th April a motion was carried calling for two separate actions:

- To review the Council's procurement processes generally;
- To review the process and decision making specifically in relation to the recent procurement exercise for the domiciliary care contracts.

This report addresses the second of these actions.

8. RESOURCE IMPLICATIONS

None

9. CONSULTEES:

Ardal Procurement
Chief Officer Social Care and Safeguarding
Cabinet Member for Social Care, Safeguarding and Accessible Health Services

10. BACKGROUND PAPERS:

Appendix 1: Cabinet Report - A Strategy for Commissioned Domiciliary Care in Monmouthshire 22.5.24

Appendix 2: A Strategy for Commissioned Domiciliary Care in Monmouthshire 2024-2034

Appendix 3: DMT Report 25.09.24 Implementation of the Strategy for Commissioned Domiciliary Care in Monmouthshire and Procurement Process for block contracts in the South.

Appendix 4: Overview of Market Engagement report
Appendix 5: Invitation to Tender for bidders
Appendix 6: Pre-Qualification Questionnaire Scoring Guidance
Appendix 7: MCC Contract Terms and Conditions
Appendix 8: Method Statement Questions
Appendix 9: Pricing Schedule
Appendix 10: Urban Rate - Pricing Matrix
Appendix 11: Rural Rate - Pricing Matrix
Appendix 12: MCC Service Specification
Appendix 13: Form of Tender
Appendix 14 : Integrated Impact Assessment

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SUBJECT: A Strategy for Commissioned Domiciliary Care in Monmouthshire

MEETING: Cabinet

DATE: 22.5.24

DIVISION/WARDS AFFECTED: ALL

1. PURPOSE:

To advise Cabinet of the proposed strategy for commissioned domiciliary care 2024 – 2034 and implementation as set out within the plan.

2. RECOMMENDATIONS:

- Cabinet endorses the strategy for commissioned domiciliary care 2024-2034 and implementation plan including the procurement of block contracts and a Spot Purchasing System

3. KEY ISSUES:

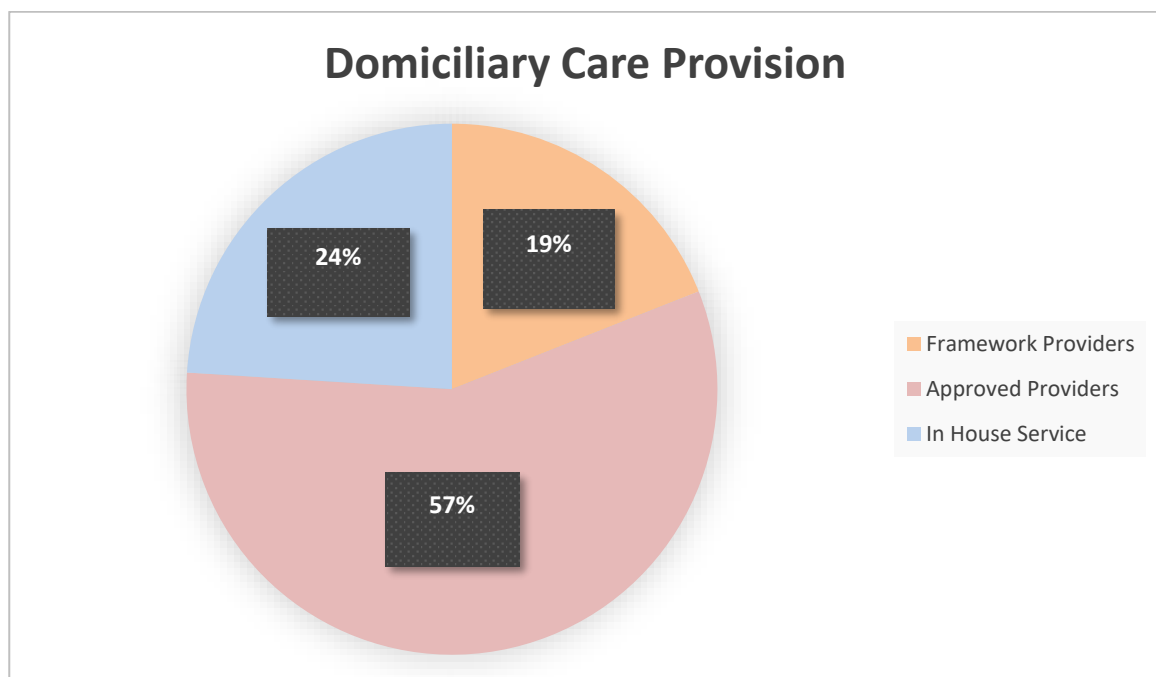
3.1 Background

3.1.1 Since 2011 the Council has commissioned its domiciliary care via a combination of framework and approved provider contracts. Framework providers are initially offered packages of support and if they are unable to deliver they are then offered out to approved providers who charge variable rates that are less cost effective. Neither framework nor approved contracts guarantee hours except for the Usk block.

3.1.2 Monmouthshire County Council's last commissioning strategy for Adult Social Care was for 2014 – 2017. Since then, we have explored potential options for improving the delivery of commissioned domiciliary care, including reorganising the commissioning of care on a small geographical patch basis, predictable payment arrangements, improved conditions for the independent workforce and outcome focused commissioning. However, with the onset of the Covid-19 pandemic this exploratory work was paused. Given the challenges we face in terms of demand and the recent worsening financial situation, it is necessary to reconsider our current arrangements and develop a strategy for the future.

3.1.3 There is a need to develop our future commissioning approach to domiciliary care within the context of key Monmouthshire County Council strategic documents, especially the Community and Corporate Plan 2022-2028 and the Socially Responsible Procurement Strategy 2023-28. Our future commissioning approach will need to support and contribute to the delivery of the C&CP's objectives especially, A Connected place where people feel part of a community and are valued. The future procurement approach will need to be consistent with and supportive of the values and objectives within the Socially Responsible Procurement Strategy to enable us to buy services that are sustainable, ethically produced, local wherever possible, and in line with our priorities and commitment to be an equitable organisation.

3.1.4 The data within the strategy is at a point in time in July 2023, which shows approximately 8000 hours per week of domiciliary care being delivered. The chart below shows the breakdown of hours between Framework and Approved Providers and In House Provision.



3.1.5 In October 2023 we began an analysis of our existing commissioned domiciliary care arrangements, an assessment of future need and an exploration of options for the future. The work has culminated in the development of a 10-year strategy, which is attached as Appendix 1 and an executive summary as Appendix 2.

3.1.6 The data within the strategy was obtained from FLO and relates to planned hours and not actual hours. Where spend data is shown this has been derived from calculations of planned and has not been validated against the Council's spend. All data is based on an hour of care and does not take in to account the varying costs of part hour care calls. All figures are based on a point in time in July 2023.

3.2 Findings

- 3.1.1 The strategy sets out in detail the findings on both a county wide and locality basis. The key issues of note are summarised below:
- 3.1.2 The county has seen a 26% increase in over 65's (2011 - 2021 Census Data), which is the largest increase in Wales. The Gwent Region Needs Assessment predicts a rise in the older population of 97.1% between 2013 and 2035 in Monmouthshire.
- 3.1.3 The current commissioning arrangements are do not provide sufficient capacity to meet current need. This presents a further risk to our ability to meet growing demand up to 2035.
- 3.1.4 The framework arrangements are no longer fit for purpose, only delivering 24% of commissioned care. There is an overreliance on approved providers, a key risk, as costs are higher.
- 3.1.5 The impact of these arrangements is common to all three locality areas. However, the extent varies in each locality and in addition there are issues which are relevant in some of the localities but not all.
- 3.1.6 In the North 71% is purchased in the lowest cost band. In comparison in the South 61% is purchased in the highest cost band. Average hourly costs vary significantly.
- 3.1.7 In-house domiciliary care provision is consistent in the North and South (24% & 22%), in the Central area 67% is delivered by our in-house services.
- 3.1.8 The number of providers operating in each of the locality areas varies:
- The North has 9 providers with no dominant provider.
 - Central area has 10 providers, most have low hours. No dominant provider, the provider with the highest number of hours has 19% of the market. 36% of care has average care rates in the highest cost bracket.
 - South area has 6 providers with average rates in the highest cost bracket.
- 3.1.9 The average weekly care hours per person (commissioned and in house) are consistent in the North (13.9) & South (13.2) but are 35% less in Central (9.6).
- 3.1.10 The brokerage arrangements provide a fragmented structure, care is offered and accepted on an individual and siloed basis. Providers aren't always able to respond to the bigger picture. It has limited financial controls built in; teams broker individual packages at any of the available rates. There is no requirement to procure lowest cost, outside of the framework being offered work first.

3.1.11 Feedback from the people using the service obtained via community care questionnaires, complaints and quality assurance activity has been taken into consideration in the development of the strategy. This feedback indicates in the main people are happy with the current care they receive. We receive very few complaints in regard to domiciliary care where people have expressed concerns this usually relates to inconsistency of carers and late call times. As we move forward with the implementation of the strategy and the procurement process, we will seek to ensure the voices of people receiving the service are heard and incorporated into service design.

3.1.12 The views of existing providers have been sought in regards to the existing arrangements, what works well and doesn't work well, and what would improve things for the future. As part of the procurement process, we will be seeking further views from both potential new and existing providers, as well as people who receive the service.

3.2 Conclusions

3.2.1 The independent sector has shown remarkable resilience over recent years, managing the pandemic, recruitment and retention issues and growing costs.

3.2.2 Current contractual arrangements are not conducive to maximising capacity to meet demand, offering insufficient security to either the Council or providers. They are fragmented with a large number for providers competing for business.

3.2.3 To meet the current challenges and future demand, contractual arrangements need restructuring to support greater resilience, flexibility, and capacity.

3.2.4 The challenges are common to all areas, but the extent and degree vary.

3.2.5 Brokerage arrangements are fragmented and time consuming often resulting in lengthy delays in securing care. More robust arrangements are needed.

3.2.6 Care costs differ considerably across the county. Approved provider dominance in certain areas, at higher rates, is impacting on overstretched budgets.

3.2.7 The current financial situation is unprecedentedly challenging, the existing arrangements do not maximise cost effectiveness and control.

3.3 Future Strategic Objectives

3.3.1 The strategy has three strategic objectives to effectively respond to the current challenges within the domiciliary care sector in Monmouthshire. There is a need to change the procurement and management of domiciliary care to meet current and future predicted demand.

- 1. Provide sustainable high quality domiciliary care to those with an assessed need within Monmouthshire.**
 - Increase capacity and resilience with the domiciliary care sector.
 - Improve outcomes for individuals who need or may need care in the future, through target reablement and best use of capacity.
- 2. Maximise the cost effectiveness of the care purchased, with less diversity of cost between providers.**
- 3. Improve and standardise terms and conditions for the domiciliary care workforce, supporting with stability of workforce within providers.**

3.3.2 Section 4.2 within the strategy sets out some of the key changes that we want to put in place to deliver these strategic objectives. The key elements of the strategy are:

- Implement Block Contract arrangements as the primary delivery mechanism for all commissioned care.
- Implement spot purchasing contractual arrangements as a secondary arrangement for commissioning specialist and/or complex packages, which cannot be delivered through the block contract arrangement.
- An open procurement process, to enable existing and new providers to tender for both the block contracts and the spot purchasing contract.
- Contracts will include the requirement to deliver outcomes for people.
- Implement a new brokerage system and invoice validation process.
- Develop specific implementation plans for each of the three localities to account for local variation/need, including volume of hours.
- Include within the block contract terms and conditions a fair and reasonable hourly rate (flat rate with no premiums for part hours)
- Introduce the requirement for electronic call monitoring systems in both the block and Spot Purchasing contracts.
- Include within the block and spot purchasing contract terms and conditions for staff to include payment of RLW, mileage rate, payment for travel time, holidays, and contract terms.
- Ensure providers are employing staff in line with agreed contract terms and conditions.

3.4 Options Appraisal

3.4.1

Option 1: Continue with existing framework and approved provider arrangements.	
Opportunities	Risks
<ul style="list-style-type: none"> • Overall existing arrangements meet demand moderately well. • Stable sector – longstanding arrangements and good working relationships • Continuity of Care retained. • No impact on existing independent workforce i.e. TUPE. 	<ul style="list-style-type: none"> • Unmet need continues to be problematic especially in the South and Central areas. • Insufficient capacity to meet current demand and predicted growth. • Recruitment and retention is not improved. • Too many providers competing for business with a negative impact. • Framework and approved contracts offer no guarantee of hours, piece meal brokering of individual support packages offers little opportunity for growth. • Little centralised oversight of brokering of packages. • The framework contract is no longer fit for purpose, only 24% of care provided through it and an overreliance on commissioning care via approved providers. • Some localities have considerable challenges in securing care and are either over reliant on high-cost providers and or in house. • The current brokerage arrangements aren't effective for either the Council or providers and offer little financial control or oversight. • Significant variation in hourly costs.
Option 2: Bring all commissioned domiciliary care in house.	
Opportunities	Risks
<ul style="list-style-type: none"> • Direct control through operational management of all domiciliary care. • Enhanced terms and conditions for the workforce. • Ability to reorganise operations without contractual variation/negotiation. 	<ul style="list-style-type: none"> • No alternative method of provision if in house service is unable to meet demand. • Local and national businesses would lose a significant proportion of, if not all their work. • Mass TUPE transfer of existing provider workforce into MCC. • Loss of expertise and specialism in the independent sector e.g. learning disability and brain injury. • Costs will be considerably higher due to employment terms and conditions.

Option 3: Implement new contractual arrangements including block and spot purchasing.	
Opportunities	Risk
<ul style="list-style-type: none"> • Effective management processes to maximise capacity and flexibility. • Greater sustainability and resilience for providers. • Better cost effectiveness – less variation in rate range. • TUPE will apply which will ensure continuity of care. • Improve recruitment and retention of social care workforce. • Quality Assurance mechanisms confirm care is at the required standard. • Improved capacity to meet current and future demand. • Improved recruitment and retention of social care workforce through consistent terms and conditions. • Efficient oversight of use of hours. • Improved financial controls. • More efficient invoice payment system. 	<ul style="list-style-type: none"> • Destabilisation of providers and market, existing providers may lose business. • Mass transfer of staff (TUPE) • Potential loss of continuity of Care • Lack of interest in the tender from providers • Opposition from people receiving services. • Phased approach may impact on other areas. • Destabilisation of the market due to change in one area.

3.4.2 Option 3 is the preferred option for the future of commissioned domiciliary care as it provides an opportunity to ensure the future arrangements are fit for purpose and cost effective.

3.5 Next Steps

Implementation Approach

3.5.1 The challenges we face over the next 10 or more years are complex and multi-faceted. To meet these challenges and realise the three strategic objectives, a systematic and targeted plan of action is needed. The scale of the challenge will necessitate a prioritised implementation approach. The South needs to be addressed first due to their reliance on high-cost provision.

3.5.2 The issues are common to all three areas but vary in degree and impact. The manner in which these issues will be bespoke to the individual locality; the objectives will be common to all, but the specific actions may differ.

3.5.3 Phase one of the two phased action plan will focus on implementing a range of targeted key actions for the South. Work will be ongoing during phase one to identify the key actions needed to address the Central. Phase two will be implementation for Central and identifying and implementing key actions for the North.

3.5.4 The implementation approach is ambitious, with demanding timescales which assume the smooth running of the process. The benefits of a phased implementation approach include the opportunity for iterative learning, learning from successes and difficulties.

Provisional Implementation timetable

3.5.5 The strategy (see appendix 1) has a phased implementation plan. The key action areas for Phase 1 (February 2024 – February 2025) are set out below:

- Implementing a new contract in the South offering fixed blocks of hours.
- Implementing a new system for spot purchasing of specialist or ad hoc domiciliary care in the South.
- Implementing a new brokerage system for the new block and spot purchasing contracts
- Enhancing monitoring of delivery hours and improving payment processes
- Developing a locality specific plan for the Central area for phase 2.

3.5.6 The key considerations and risk associated with phase 1 are:

- Procuring appropriate providers to fulfil the block arrangements.
- Ensuring the block rate is reasonable, financially viable & cost-effective.
- Significant change for providers, workforce & people receiving services.
- The resources which will be required for many areas of SCH to deliver the plan i.e Commissioning, Care Management and Finance Team.

3.5.7 The timeline for phase one is as follows:

- Feb - May 2024: Gain Approval (DMT, SLT and Informal Cabinet)
- By August 2024: Develop Procurement Paperwork for Block and Spot Purchasing Contractual arrangements (South)
- September - October 2024: Procurement Process for Block and Spot Purchasing Contractual arrangements (South)
- September-October 2024: Identify commissioning need for Central.
- November 2024: Develop future commissioning approach to meet need for Central.
- November 2024: Award for Block and Spot purchasing
- November 2024 – January 2025: Implementation
- December 2024/ January 2025: Produce Contractual and procurement documentation (Central)
- 1st February 2025: Contract fully implemented.
- 1st February 2025: Implement Revised Brokerage Arrangements and greater oversight of call times and delivery.
- February 2025: Gain approval for Central implementation plan

3.5.8 Phase two, February 2025 – February 2026 will be the implementation of new arrangements in the Central area and identifying the required future contractual arrangements to address the specific geographical challenges.

4 EQUALITY AND FUTURE GENERATIONS EVALUATION (INCLUDES SOCIAL JUSTICE, SAFEGUARDING AND CORPORATE PARENTING):

4.1 An Integrated Impact Assessment has been undertaken and is attached as Appendix 3 and a summary from Section 8 of the Integrated Impact Assessment identifying the significant positive and negative impacts is detailed below.

Positive Impacts:

- The proposed changes to the way in which we commission domiciliary care should improve capacity and resilience in the sector, whilst ensuring best use of public funds. This will ensure there is as far as possible sufficient quality care at the right cost to meet the individual's needs. The Spot Purchasing arrangements (which will run alongside block contracts) will also provide a way in which very specialist care and support can be purchased.
- The new commissioning model will enable a cost effective, secure and resilient model of care commissioning and delivery which will seek to provide best possible outcomes for individuals who require care in Monmouthshire.
- Longer term the mandating of common employment terms will improve equity in the sector, improve consistency and also provide greater security to the workforce.

Negative Impacts:

- Individuals who currently receive care and support may be impacted by changes in care provider. This may cause some anxiety and uncertainty.
- Providers and who are not successful in winning the tender will be impacted, with the workforce potentially being transferred under TUPE regulations.

5 REASONS:

- 5.1 Analysis of the existing commissioning domiciliary care arrangements clearly evidences that there is a need for change to meet the current challenges of growing demand and growing costs, and to be fit for purpose for the future.
- 5.2 Specific implementation plans are required for each locality to positively influence the arrangements without losing the benefits of the current arrangements.

6 RESOURCE IMPLICATIONS:

- 6.1 Expenditure on commissioned domiciliary care is one of adult services biggest spend areas, circa £6m in 2022/23.
- 6.2 At this stage it is not possible to calculate the costs of implementing the new block contract and spot purchasing arrangements as the rates will not be confirmed until the procurement process begins.
- 6.3 The implementation of new arrangements in the South has the potential to deliver cost savings.
- 6.4 As work proceeds in regard to the procurement process and the hourly rates/costs are clearer, a further report will be brought to DMT to advise of implementation costs.

7 CONSULTEES:

- SLT
- SCH DMT
- Integrated Service Managers
- Head of Adult Services

8 BACKGROUND PAPERS:

Appendix 1: A Strategy for Commissioned Domiciliary Care in Monmouthshire
Appendix 2: A Strategy for Commissioned Domiciliary Care in Monmouthshire – Executive Summary
Appendix 3: Integrated Impact Assessment

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A Strategy for Commissioned Domiciliary Care in Monmouthshire.

2024 - 2034

May 2024

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INTRODUCTION

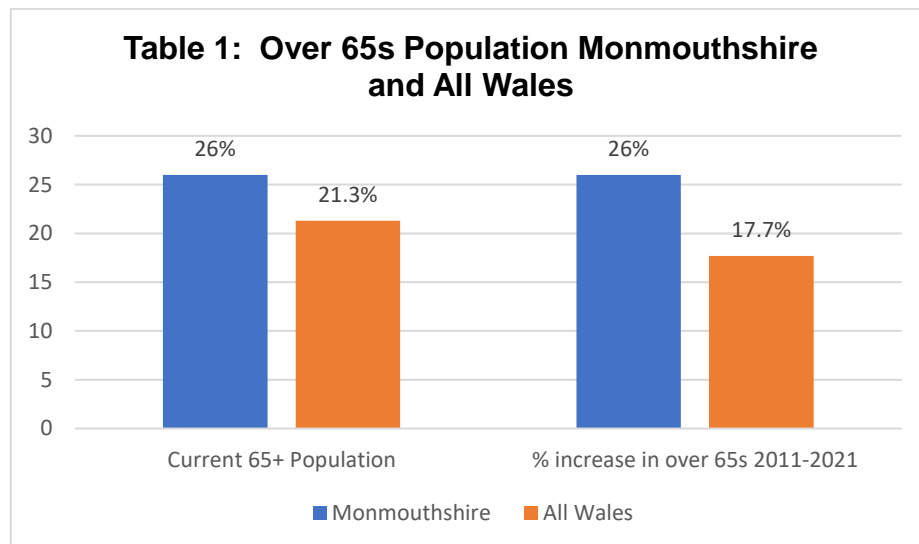
This document provides an assessment of the current arrangements within Monmouthshire for commissioned long term domiciliary care and sets out Monmouthshire County Council's strategy for the next 10 years.

1. BACKGROUND

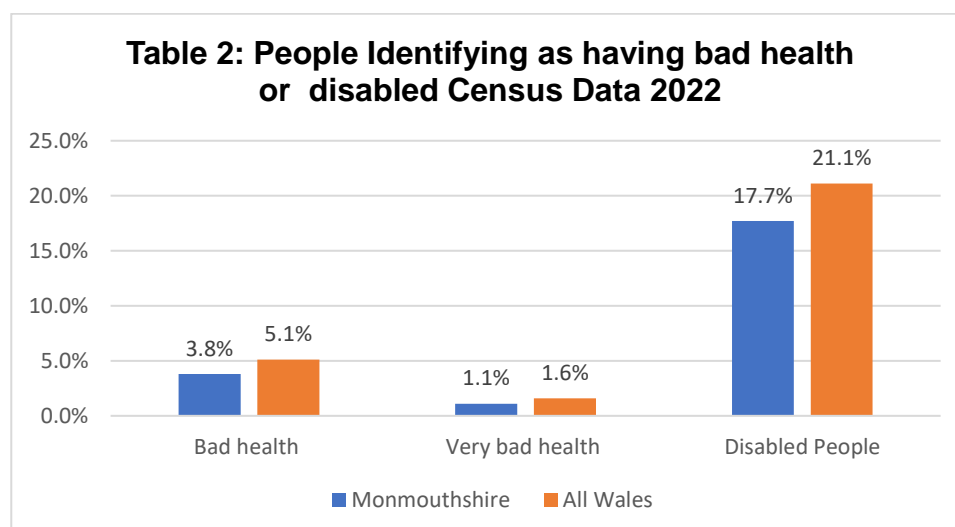
1.1 Demographics

Monmouthshire is a primarily rural community with an approximate population of 93,000 people, ONS Census Data shows a 1.8% population increase between 2011 and 2021, this is slightly higher than the overall increase for Wales.

The ONS 2021 Census survey illustrate rises in the older population in Monmouthshire, with further increases predicted up to 2035. Please see table 1 below.



ONS Census Data 2021 provides information about the number of people living in Monmouthshire who identify as having bad or very bad health, and/or a disability. Table 2 shows the Monmouthshire and all Wales position.



Monmouthshire has the lowest percentage of disabled people in Wales (ONS Data 2021) and the Gwent Population Needs Assessment (2022-23) shows it has the lowest rate of life limiting long-term illness per 100,000 in the Gwent region.

The increasing ageing population in Wales, and society presents a set of unique challenges, including how this population should be supported to live fulfilled lives and in the context of this strategy particularly how individuals should be supported once they reach the point of needing care.

Monmouthshire is an affluent area, it has no 'small areas' in the most deprived 10% in the Welsh Index of Multiple Deprivation (WIMD) 2019. This contrasts with Newport which has the highest proportion of 'small areas' in the most deprived 10% in Wales.

It is possible to assume that because Monmouthshire is not considered a deprived area, that there are no areas of deprivation. This however is not the case, Cantref 2 (a smaller area in Abergavenny) is in the 10-20% most deprived overall (WIMD, 2019), and both Llanover 2 and Thornwell 1 are in the 20-30% most deprived areas of Wales. The Monmouthshire Tackling Poverty Action Plan (2021) states that the relative affluence of the county can often mask the day-to-day experience of its residents who may be experiencing poverty that may not be immediately visible. Data within the plan also shows that access to services and hardship grants peaked following Covid.

1.2 Current Service Provision

Monmouthshire County Council commissions long term domiciliary care from independent sector providers supplemented through in-house reablement and domiciliary care services. Analysis of current service provision, including spend data, has been undertaken by using data contained within existing management information systems. The data within the system relates to planned hours of care and not actual hours delivered. Where spend data is shown this has been derived from planned hours of care within Flo and has not been validated against the Council's spend. All data is based on an hour of care and does not take in to account the varying costs of part hour care calls.

Monmouthshire County Council currently provides approximately 8000 hours per week of long-term domiciliary care this includes independently commissioned and directly delivered care.

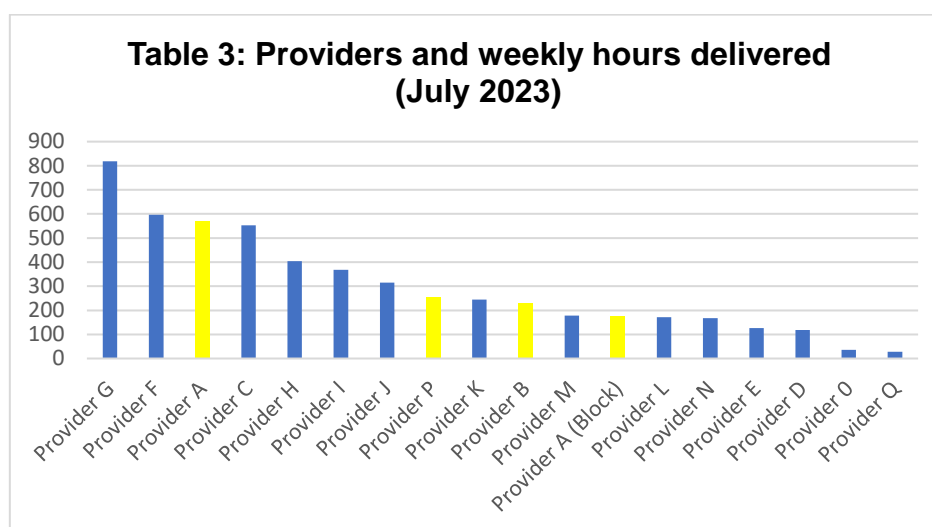
Directly Delivered Care

The in-house domiciliary care service's focus is on the provision of reablement and specialist support such as dementia. In recent years the service's ability to deliver reablement has been adversely impacted by the need for it to deliver long term care in parts of the county where it has proved difficult to secure independently commissioned domiciliary care. Approximately 24% are provided by in house reablement and domiciliary care services. In house domiciliary care services are organised on a locality bases, with a team in each of the three localities which is sub divided into patch based teams. Although overall 24% is provided by the in house service the position varies between each of the localities in the North and South area

it provides between 22% and 24%. In contrast, in the Central area it provides 67% of all domiciliary care.

Independently Commissioned Care

There are 17 core independent sector domiciliary care providers with whom Monmouthshire County Council commissions. Generally, the sector has remained relatively stable over the last 2-3 years with only 1 provider withdrawing from the county. There have been a few new entrants to the market. The Council has matured, good working relationships with all of its providers. Table 3 shows all providers and weekly hours.



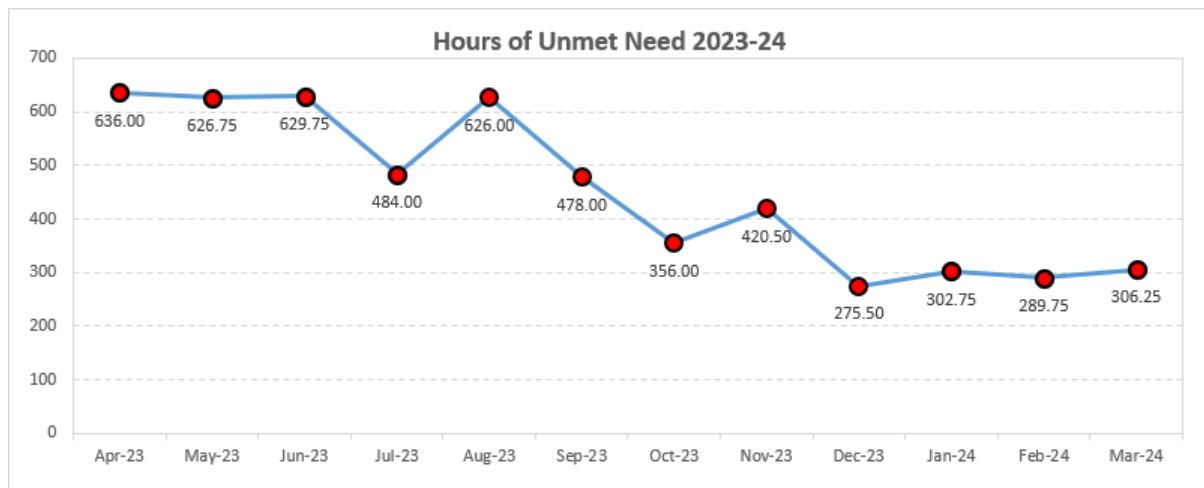
*The chart above has framework providers plotted in yellow

The Gwent Market Stability Report 2022 showed that there was insufficient capacity in the sector across the region to meet demand. The report also stated staff are leaving the sector at an unprecedented rate due to issues around terms and conditions, cost of Social Care Wales registration, driving and other factors. This has led to the hand back of packages across the region, particularly complex packages where providers have been unable to find the staff to cover. Local data shows package hand backs in Monmouthshire have been limited to date.

The Gwent Market Stability report 2022, showed Monmouthshire as having the highest level of unmet need across the Gwent authorities. Our data shows that it is more difficult to find care in the South and Central areas, particularly in Chepstow, Monmouth, and some of the more rural areas. Providers have reported the longstanding challenges they face in recruiting in these areas. Other contributing factors could include the relative affluence of these areas, and the rural nature of their surrounds. This is in contrast to the North of the county where population is more mixed, and people travel from Torfaen and Caerphilly for work.

Following a peak in unmet need during 2022 capacity within the market has improved. Table 4 shows the number of hours of domiciliary waiting to be brokered county wide between April 2023 and March 2024

Table 4



76% of all domiciliary care in Monmouthshire is purchased from the independent sector. 24% is purchased from a small framework of three providers and the remaining 76% from approved providers.

Providers who form part of the framework are our providers of first choice. Approved providers have different contractual terms and rates are generally higher. We do not guarantee any of our providers work, except for the Usk block. See table 5.

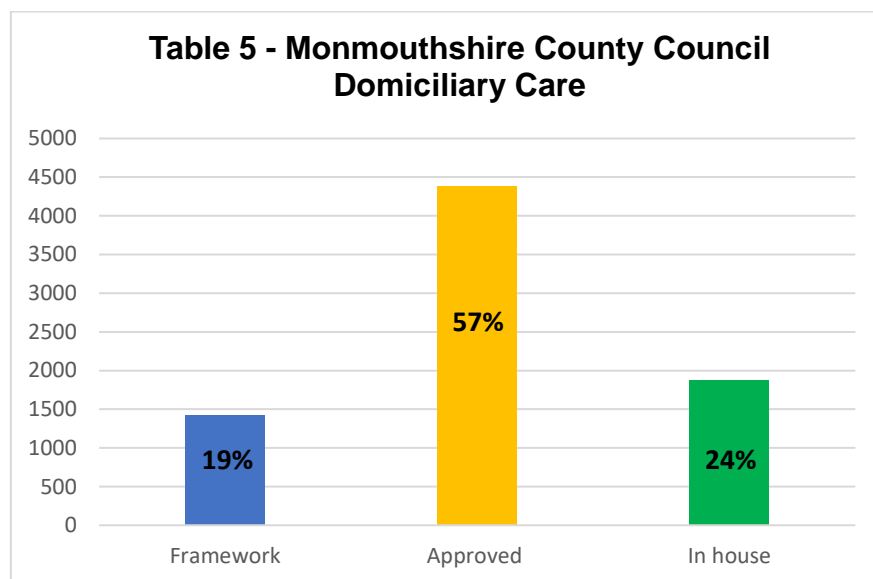


Table 5 demonstrates an overreliance on approved providers which varies in degree across the county. Table 6 shows hours provided in each area of the county.

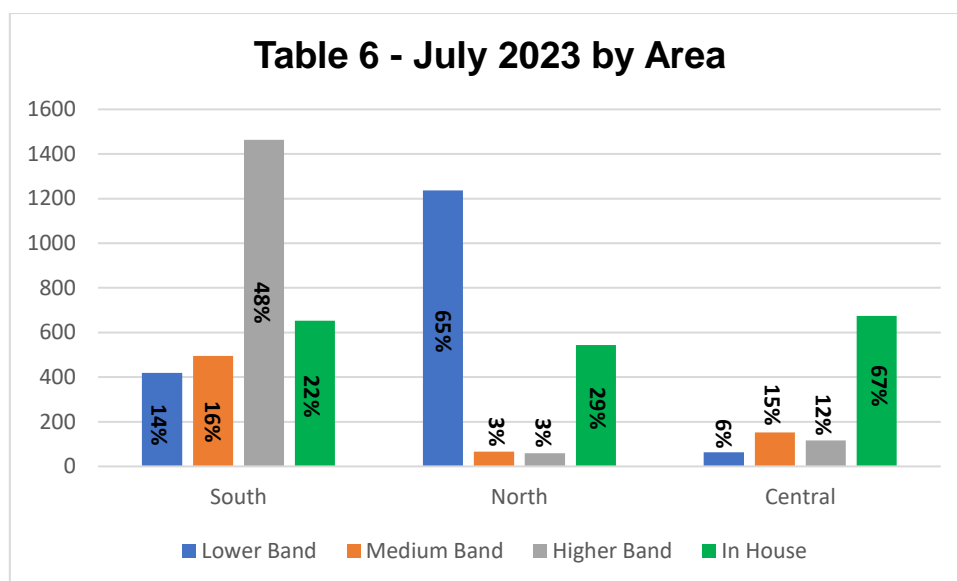
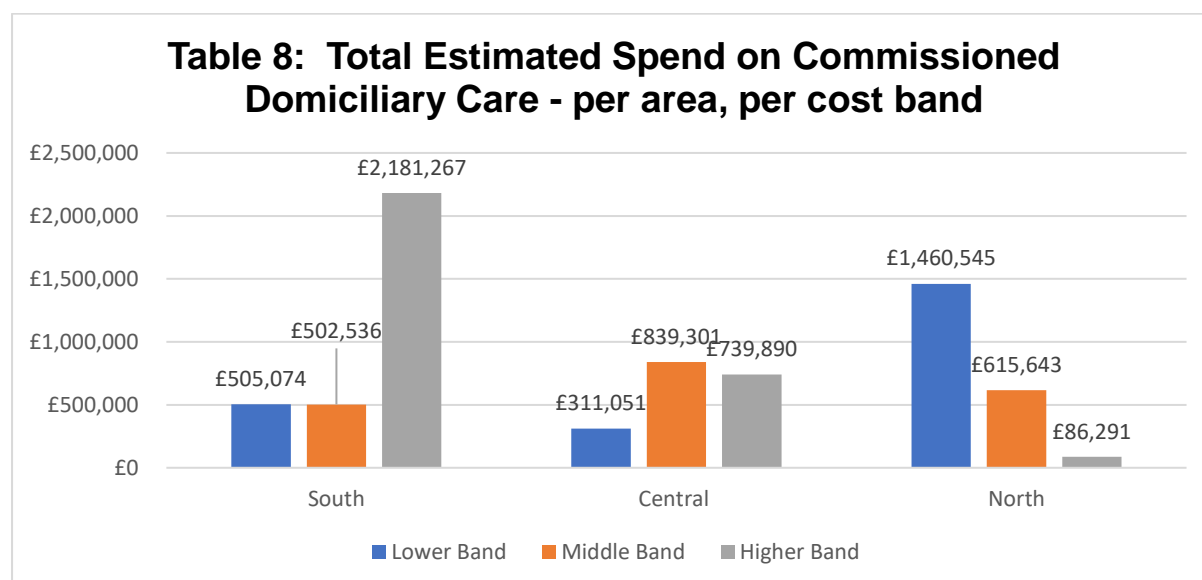


Table 7 – Average Weekly Number of Hours per person

	Purchased Externally	Provided by In House	Purchased and in house
South	15.1	9	13.2
North	14.8	11.8	13.9
Central	10.5	8.3	9.6

The average weekly hours per person is similar in the South and North whilst the Central area provides lower average hours per person and can be attributed in part to lower levels of market sufficiency and high service demand.



The estimated spend is based on planned hours of support at the hourly rate at a point in time in July 2023, and is for illustrative purposes. Actual spend would include the actual units of hours and part hours provided.

The current brokerage system entails individual packages of care brokered out by an administrative brokerage officer, first to framework and subsequently to approved where capacity doesn't exist within the framework. Offers of capacity are then sent to social workers who make the final decision and confirm with the successful provider.

Over the last few years, as the council explored and implemented Place Based and localised systems to make best use of capacity, care management teams have often made direct contact with providers themselves to secure care. Whilst this approach has many benefits, it has also led to less oversight as to how care packages are brokered, cost of packages and a two-tier system of brokerage which can lead to some providers not receiving equitable access to care packages.

Direct Payments and Micro Carers

As well as receiving domiciliary care from commissioned and in house providers, people in Monmouthshire are able to have their care at home needs met through other options which include micro carers and direct payments.

Micro Care

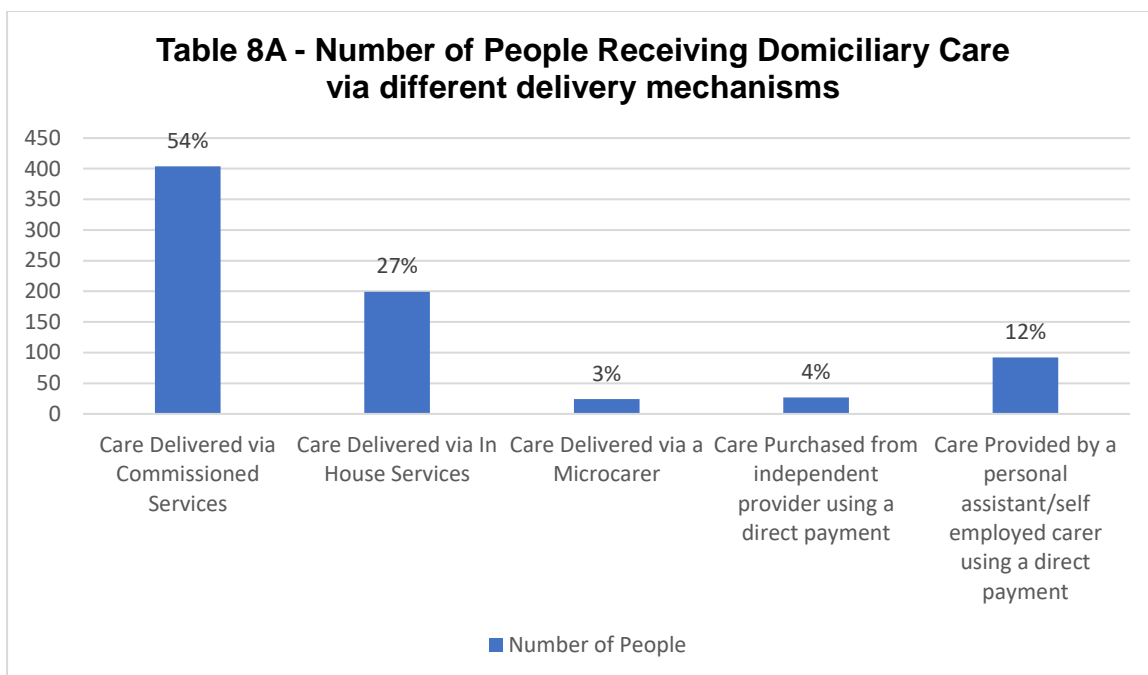
In 2022/23 the Council developed and implemented a micro care platform. The number of micro carers operating in Monmouthshire has steadily gained momentum providing alternative employment options in care and supporting choice and capacity within the provision of care.

Micro carers are self-employed individuals who offer personalised support and care to citizens who live in their local area. This means that the support services they offer can be delivered at times and in ways that suits the needs of the individual, offering greater continuity of care and flexibility. Micro carers aim to offer a tailored service that is responsive and imaginative in its delivery.

Recruiting home care workers in rural areas has historically proven a challenge. The development of the micro care directory looks to address this issue by offering an additional, viable solution to the availability of care services across Monmouthshire, providing greater choice to its residents.

Direct Payments

The Direct Payment Scheme is designed to give people more independence, choice, and control and to help them manage their lives in their own homes. The scheme can provide assistance with personal care, everyday living tasks, support in people's caring roles, with purchasing equipment or any other type of support that enables people to live independently. People are provided with a budget through a Direct Payment which they can use to purchase the types of support they need privately this may include employing a personal assistant or contracting with an independent domiciliary care agency directly.



1.3 Commissioning of Domiciliary Care in Wales

During July/August 2022 a short piece of research was carried out by Monmouthshire County Council across the other 21 local authorities in Wales to understand what and how they commissioned their domiciliary care services, and to help shape our strategy going forward. Some high-level findings are shared in tables 9 and 10:

Table 9: Current Model of Care

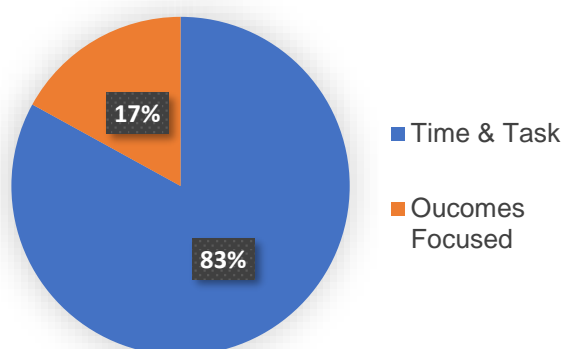
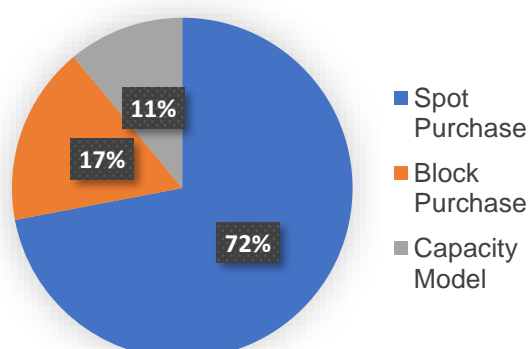


Table 10: Purchasing Method & Payment



Whilst 83% of respondents (15/18) still commission a time and task model of care, there was some innovation within this group. There were a smaller number of areas including two in Gwent who felt that the current time and task, traditional method of commissioning was working for them and so didn't feel the need for any innovation.

Half of the authorities spoken to referred to some sort of innovation, the scale of innovation varied quite significantly from area to area with most at the stage of small-scale pilots to test out innovative ways of working. The key themes in terms of innovation were:

- Patch-based working; from very micro patches to larger scale areas.
- Use of block contracts to improve working conditions and guarantee hours in areas where capacity is an issue.
- Mandating minimum employment terms within contracts, including paying RLW or higher, 45p per mile, fixed hours, and flat rates of pay for all hours worked including travel time.
- Restructuring of packages to make best use of the in-house workforce in areas with limited capacity, rural areas and for complex packages.
- Increased rates, which varied across areas.
- Outcomes based commissioning is a small but growing area.

Monmouthshire has been similarly innovative, we have made use of a block contract in specific areas where capacity has been a particular issue and was one of the first Councils to trial place based, patch-based care which has led to the identification of some of the key operating principles conducive to more sustainable domiciliary care.

Whilst there is a variety of innovation occurring across Wales, most areas are still operating a time and task model of care. Most require hours delivered to be monitored by an Electronic Care Monitoring System so that commissioner can maintain some oversight of hours delivered and reconcile to payments. Almost all areas, regardless of levels of innovation reported issues with recruitment, retention, and capacity; although newer and more innovative models of provision were in their early stages and as such impact was hard to measure at this stage. The challenges Monmouthshire faces are not unique and are being experienced across Wales.

1.4 Local Strategic and Policy Context

This assessment of the existing arrangements for domiciliary care and future delivery strategy have been developed and informed by key local strategic priorities and policy objectives. These include:

Monmouthshire County Council's Community and Corporate Plan 2022-2028

The plan sets out the ambition for the council and county of Monmouthshire. The purpose is clear. Monmouthshire will be: "a zero carbon county, supporting well-being, health and dignity for everyone at every stage of life".

The plan articulates the challenges and opportunities facing the Council and county and sets out how these will be addressed. It has clear high-level objectives that are measurable, Monmouthshire will be:

- A Fair place to live where the effects of inequality and poverty have been reduced;
- A Green place to live and work, with reduced carbon emissions, and making a positive contribution to addressing the climate and nature emergency;
- A Thriving and ambitious place, where there are vibrant town centres, where businesses can grow and develop;
- A Safe place to live where people have a home and community where they feel secure;
- A Connected place where people feel part of a community and are valued;
- A Learning place where everybody has the opportunity to reach their potential.

The objective of A Connected place where people feel part of a community and valued relates to health and wellbeing including access to social care, and seeks three specific achievements:

- High quality social care which enables people to live their lives on their terms,
- A healthy and active Monmouthshire where loneliness and isolation are reduced, well-being is promoted, and people are safeguarded,
- A professional and passionate social care workforce.

Monmouthshire County Council's Socially Responsible Procurement Strategy 2023-28

Our financial position is challenging and must use every penny we have wisely. However, procurement also plays a vital role in achieving societal benefits through enabling the delivery of progressive policies like decarbonisation, achieving social value, securing fair work and delivering community benefits that can play a significant role in bringing about a more fairer society.

Our Socially Responsible Procurement Strategy 2023-28 will enable us to buy goods, services and works that are sustainable, ethically produced, local wherever possible, and in line with our priorities and commitment to be an equitable organisation.

This approach to procurement will achieve financial value but equally, if not more importantly. It will also achieve equitable community benefits and social value for current and future generations. This approach will underpin our future procurement activity for domiciliary care.

Social Care and Health Directorate strategies

The Social Care and Health Director's report 2022/23 provides an overview of progress against the social care priorities. The value-base of the Social Care and Health Directorate aligns to Social Services and Well-being (Wales) Act 2014 where putting individual people at the centre of what we do and practising with care and compassion is what really counts. Supporting citizens to live their own best lives has been the mantra for Monmouthshire Social Care and Health over many years and is still at the heart of what we do.



Adult Social Care and Health services in Monmouthshire support people to live their own lives as independently as possible. Key to this is the ability to understand what matters to people and to identify the right support required to find solutions to the issues they face. The services are wide ranging and varied but share a common

purpose to 'support people to live their own best lives' as defined by what matters to them as individuals. This is a holistic, value based approach aligned with the principles of the SSWBA.

A priority action for 2023 is to further develop strategic and locality-based commissioning and seek to expand choice for how individuals receive the care they need, the production of this Strategy for Commissioned Domiciliary Care is a key foundation stone of this.

Welsh Government Health and Social Care Climate Emergency National Programme

The Welsh Government established the health and social care climate emergency national programme in Autumn 2021. The aim of the programme is to provide strategic oversight for the health and social care response to the climate emergency. Within the programme there are 5 national project boards one of which is social care. The programme has funding for over 3 years to support projects across the sector that contribute to reducing emissions and help the sector adapt to the impacts of climate change.

The Social Care in Wales – Decarbonisation Route Map towards Net Zero by 2023 sets out how this will be achieved, there are a number of key steps which will need to be considered in the commissioning and delivery of domiciliary care into the future, which will include promoting active travel, education and carbon literacy programmes and the way in which we procure care to appraise providers' sustainability credentials.

2. ASSESSMENT OF EXISTING ARRANGEMENTS

2.1 General Features

The framework contract was introduced in April 2011 with the intention of securing sufficient capacity and maximising cost effectiveness. The 23/24 framework rate is more cost effective. Only 24% of our overall commissioned care is purchased via the framework, this low take up has remained relatively static for the last 5-6 years.

76% of all commissioned support is purchased from approved providers whose rates vary considerably from low to high. The reliance on approved providers varies across each of the 3 localities and therefore the impact of these rates is different in each area.

Both the framework and the approved provider contracts offer us no guarantee of hours, and equally we provide no guarantee of hours in return. Whilst the absence of a guarantee of hours minimises the risk to the Council in terms of paying for care which is not needed, demand is outstripping capacity and has done for many years. The Council also has no contractual assurance that the hours that are needed will be delivered and are dependent upon providers choosing to pick up new packages of support. The only exception is the Usk Project where a capacity model is in place with a framework provider guaranteeing us 250 care hours.

Brokerage

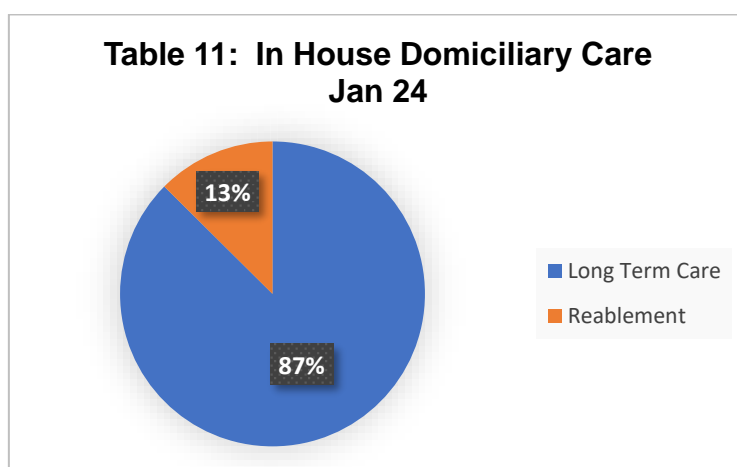
The current system works on the brokering of individual packages, for example one 30min morning call 7 days a week. This means that providers are usually looking for space within their current provision to accommodate hours. It can prove challenging for existing providers as the low volume of hours being offered make it very difficult for them to grow capacity. Equally for new providers entering the area, it can prove challenging to pick up sufficient volume needed to be viable. The overall outcome is the Council is ultimately totally reliant on the hourly rate of whichever provider offers to provide support.

Whilst some work has been done in some areas to look at coordinating the brokering of individual packages to create volume rather than the traditional piecemeal offering; this isn't consistent across the county.

Current brokerage arrangements provide a fragmented structure, where care is offered and accepted on a largely individual and siloed basis. This means that providers aren't always able to respond to the bigger picture, for example if they knew there were 70 hours in a specific area, they may be able to recruit to meet this need. The current brokerage system has limited financial controls built in; teams are able to individually broker packages at any of the available rates. There is no requirement to procure lowest cost, outside of the framework being offered work first. Anecdotally the care management teams are often balancing the need to have care provided quickly and may therefore approach providers with whom they have a good working relationship with first. This doesn't always secure the most cost-effective option.

In House

The in-house Care at Home service was transformed some years ago to focus on the provision of short term reablement support and specialist support such as dementia. However, over recent years the ability of the reablement team has been reduced due to the need to subsidise a lack of capacity within the long-term domiciliary care market. The current split between long term care and reablement can be seen in table 11.



The intention is to refocus the in-house provision, so it returns to its original purpose of being a small specialist in house service that is dedicated to reablement and specialism.

The split is approximately 75% purchased domiciliary care and 25% directly provided. While this split is seen in the North and South, in the Central area there has been a long-term dependency on the in-house service to meet the demands of long-term care which has been difficult to commission; approximately 67% of all care is provided by the in-house service in this area. The need to provide this longer-term care and support negatively impacts upon the reablement capacity of the in-house service.

Summary of Key General Features and Observations

- 26% increase in Monmouthshire's over 65 population between 2011 and 2021, the largest in Wales, with a further predicted increase up to 2035.
- Current supply is insufficient to meet need - unmet need and significant risk of being unable to meet growing demand up to 2035.
- Current spot purchase arrangements are commercially risky for new entrants to the market.
- Under supply of external provision within the County means that in house provision is diverted from the reablement and specialist support model.
- A future tender process may encourage new entrants to the market.
- The framework contract is no longer fit for purpose with only 24% of care provided through it and generally an overreliance via approved providers.
- Longer term contracts (10 years) would offer greater stability and encourage real partnership in the delivery of outcomes-based delivery.
- Opportunity to flex capacity within the contractual term.
- Opportunity for providers to bid for block and spot contracts.
- The position varies considerably across all 3 localities with significant differences in average hourly rates, average weekly hours of care per person and significant differences in the bands in which care is purchased.
- Approved provider rates vary considerably from low to high.
- The position varies across the three localities, in the North most of the care is purchased from the lowest cost band 71%, contrasted to the South where 61% of care is commissioned from the highest cost band. The Central area is reliant on in-house provision.

2.2 Local Features

The impact of the current domiciliary care arrangements explored in section 2.1 above, are common to the three locality areas of the North, Central and South. However, the extent varies in each locality and in addition there are issues which are relevant in some of the localities but not all. In the section below the impact and issues are set out on a locality-by-locality basis. All data relates to July 2023.

South

The South encompasses Caldicot, Chepstow, the Gwent levels and surrounding rural areas, it borders Newport and Gloucestershire. Table 12 shows the spread of commissioned domiciliary care provision by cost bracket as well as in house provision. (Table 12) and commissioned care only (Table 13).

Table 12: South Domiciliary Care - July 23 - including In House

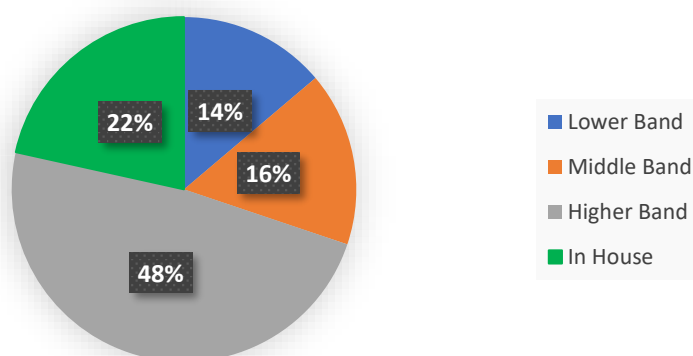
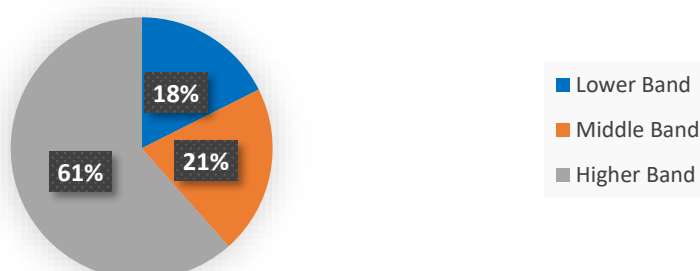


Table 13: South Domiciliary Care - July 23 - excluding In House



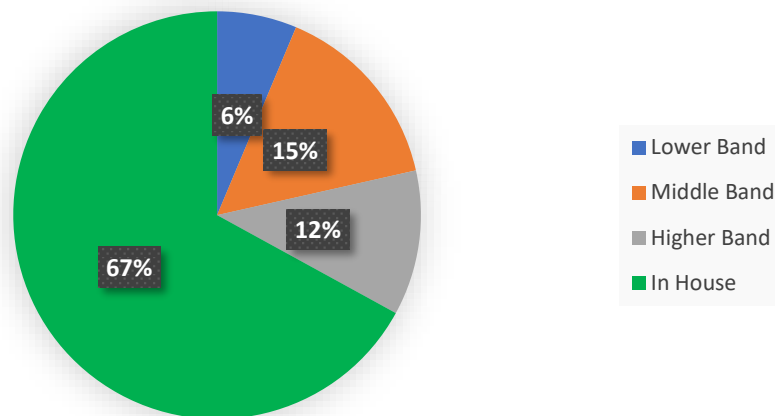
Key Factors:

- Lowest percentage (22%) of in-house compared to commissioned care.
- Highest number of commissioned care hours in the county.
- Highest level (61%) of commissioned care in the highest cost bracket.
- Very low percentage (18%) of commissioned care bought within the lowest price bracket.
- Second highest level of unmet need in October 2023
- Based on July 2023, 36% of care in the South is delivered by one provider at a high rate.

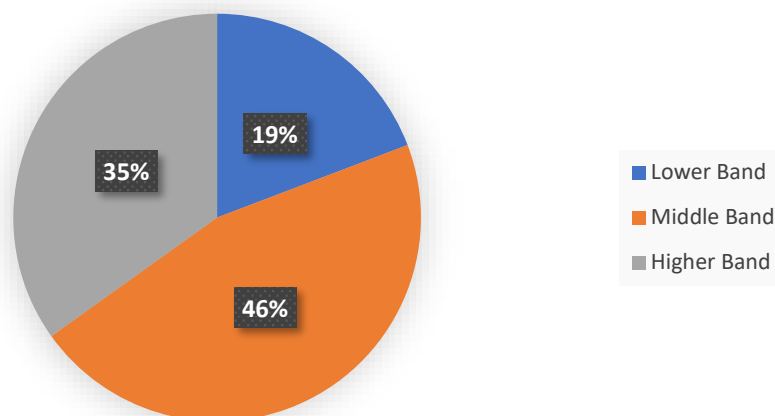
Central

The Central encompasses Monmouth, Raglan and Usk. Outside of the main township of Monmouth and Usk, the area is very rural. Table 14 and 15 show the spread of domiciliary care provision in this area by cost bracket.

**Table 14: Central Domiciliary Care - July 23
- including In House**



**Table 15: Central Domiciliary Care - July 23
- excluding in House**



Key Factors:

- Highest percentage (67%) of in-house provision compared to commissioned care. Overreliance on in house, to plug gaps in commissioned provision and reduces the ability of MCC to provide specialist reablement short term interventions to increase and maintain independence.
- Lowest number of commissioned care hours in the county.
- Highest level (45%) of commissioned care in the middle cost bracket. 36% of care purchased in the highest price bracket.
- 10 providers operate with weekly hours ranging between 17.5 and 354. There is no real dominant provider, the provider with the highest number of hours only supports 19% of the market.
- Highest level of unmet need in October 2023 (second highest in July 2023).

North

The North encompasses Abergavenny, Govilon, Gilwern, Llanfoist, Llanelly Hill. Tables 16 and 17 show the spread of care provision in this area by cost bracket only.

Table 16: North Domiciliary Care - July 23 - including In House

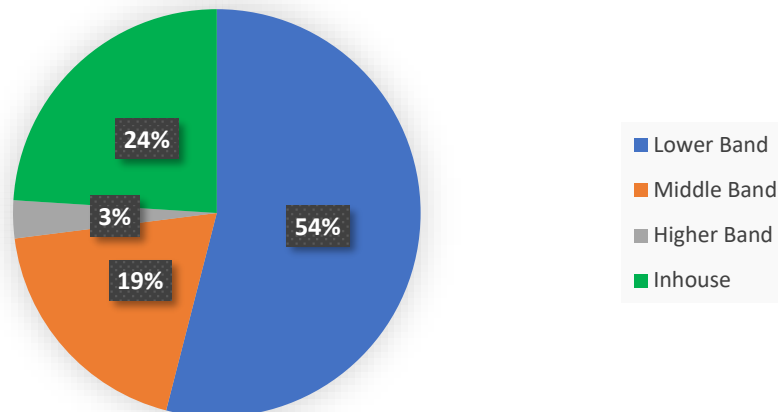
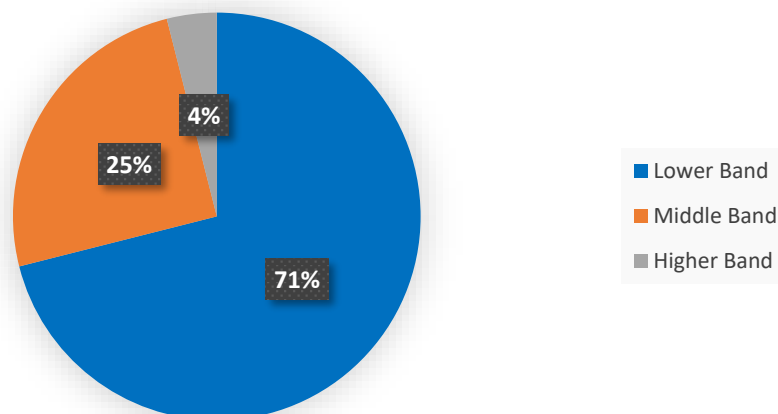


Table 17: North Domiciliary Care - July 23 - excluding In House



Key Factors:

- Second lowest percentage (24%) of in-house provision compared to commissioned care (lowest percentage 22%)
- Highest level (71%) of commissioned care in the lowest cost bracket.
- Lowest average hourly rate for commissioned care.
- No dominant provider and has a good level of choice.

2.3 Feedback from Stakeholders

Existing Providers

An important aspect of the assessment of the existing arrangements is capturing the experience and views of our existing providers.

In March and April 2024, an initial engagement exercise was undertaken, with all existing providers in Monmouthshire invited to participate in a survey. 25 providers of domiciliary care were invited to take part, this included the 17 core providers of long-term domiciliary care and a further 8 who provide more specialist services such as supported living. The survey sought views on what works well and doesn't work well in the way it is commissioned and the way they deliver it currently.

Responses were received from 8 providers (32% response rate).

What Works Well?

- Good working relationships with the commissioning and social work teams.
- Fair brokerage system.
- Timely invoice payments.
- Spot purchasing with no requirement to deliver specified number of hours.
- Locality working/Geographical split.

What doesn't work so well?

- Recruitment and retention including staff leaving the sector, movement between agencies and ability to recruit.
- Geographical spread and rural nature of areas of the Council.
- Hourly rates.
- Currently only able to offer staff zero hours contracts.
- No guarantee of hours, making it difficult to build volume and develop runs.
- Too much competition.
- Difficulty in recruiting drivers, and walking runs not always possible.
- Delays between bidding on packages and final decisions.
- Delays in finance being informed of packages, with delays in invoice payments.
- No enhancements for bank holidays or retainers for absences e.g. hospital.

What would improve things in the future?

- Guaranteed hours.
- More parity in rates and fees.
- Predictable payments.
- Improved Terms and Conditions for the workforce.
- Improved spot purchasing systems.
- Continued joint working.
- Rural runs that pay travel time
- Block Contracts and guaranteed hours.

People Receiving the Service

An analysis of feedback from the people using the service obtained via community care questionnaires, complaints and quality assurance activity indicates in the main people are happy with the current care they receive. We receive very few complaints in regard to domiciliary care where people have expressed concerns this usually relates to inconsistency of carers and late call times.

As we move forward with the implementation of the strategy and the procurement process we will seek to ensure the voices of people receiving the service are heard and incorporated in to service design.

We understand the potential change in a domiciliary care provider may be worrying for people receiving services, and we will seek to mitigate their anxiety and possible disruption as far as possible. It is likely that TUPE (Transfer of Undertakings Protection of Employment rights) will apply to any future procurement exercise which would offer existing carers the right to transfer their employment to the newly awarded provider. This will ensure continuity of carer for people receiving the service.

3. KEY OBSERVATIONS AND CONCLUSIONS

3.1 Observations

Strategic resilience:

- Overall existing arrangements meet demand moderately well – although it fluctuates
- Unmet need is more problematic in the South and Central areas.
- Insufficient capacity to meet current demand and predicted growth.
- Recruitment and retention is a key issue with a resultant impact upon capacity – the situation has deteriorated even more since the pandemic.
- Stable sector – longstanding arrangements and good working relationships
- Too many providers competing for business with a negative impact.
- Framework and approved contracts offer no guarantee of hours, piece meal brokering of individual support packages offers little opportunity for growth.
- Little centralised oversight of brokering of packages.
- The framework contract is no longer fit for purpose, only 24% of care provided through it and an overreliance on commissioning care via approved providers.

Operational effectiveness:

- The challenges are common to all localities but the extent and degree to which they are impacted varies.
- Some localities have considerable challenges in securing care and are either over reliant on high-cost providers and or in house.
- The South locality has the greatest dependency on higher cost providers 61%.
- The Central area has 67% of in-house provision compared to commissioned care with an overreliance on in house, to plug gaps in commissioned provision.

- Arrangements in the North work well, with the highest level (71%) of commissioned domiciliary care in the most competitively priced lowest cost bracket.
- The current brokerage arrangements aren't effective for either the Council or providers and offer little financial control or oversight.

Cost effectiveness:

- Significant variation in hourly costs
- The existing arrangements for commissioned domiciliary care do not maximise the opportunities for greater cost effectiveness and control.

3.2 Conclusions

The independent sector in Monmouthshire has shown remarkable resilience over recent years, managing the impact of the pandemic, coping with deteriorating recruitment and retention levels and growing costs.

The current contractual arrangements are not conducive to maximising capacity to meet demand. They do not offer sufficient security to either the Council or providers. They are fragmented with a large number of providers competing for business.

To meet the current challenges of demand and the future predicted increases, contractual arrangements need restructuring to secure and support greater resilience, flexibility, and capacity. We will need to work with current providers through effective market engagement to ensure models for the future support local provision and provide opportunities for effective care delivery. This will include giving consideration to lot areas which allow for best use of existing provision and staff and minimises market disruption. This will include ensuring block contracting opportunities are open to provider consortiums, social enterprises, not for profits and other business models.

Though operationally the challenges are common to all localities, the extent and degree to which they are impacted varies. These challenges are seen in terms of difficulty in securing care, over reliance on high-cost providers and or in house.

The Usk Capacity model is one of the ways in which we have been able to meet the challenges within the sector. Commissioning hours as a block from a framework provider, guaranteeing payment at an affordable level and allowing the provider to plan delivery has provided guaranteed care (up to 250 hours) in an area where care was previously difficult to secure. This model enables us to manage capacity, closely monitor quality and develop an outcomes focused service model, through effective partnership working with a provider. To ensure the effective and efficient operation of the block delivery against paid hours has been consistently monitored and flexed up and down when needed.

The Usk model has greatly influenced this strategic commissioning plan as it provides experience of overseeing an arrangement that differs from traditional spot contract methods of commissioning. The decision to further expand this model is therefore based on sound learning achieved through operational success.

The current brokerage arrangements are fragmented, some packages of support are commissioned directly by the care teams and other via the brokerage system operated via the commissioning team. It is cumbersome, time consuming and often results in lengthy delays in securing care. A more robust approach is needed.

There are considerable differences in the cost of care across the county. The predominance of the approved provider supply in certain areas, at high hourly rates, is having a considerable impact on already overstretched budgets.

The current financial situation is one of unprecedented challenge, the Council is facing budget deficits and high levels of overspends particularly in adult social care. The existing arrangements for commissioned domiciliary care do not maximise the opportunities for greater cost effectiveness and control.

There are a number of Quality Assurance mechanisms in place to provide assurances around the delivery of good quality care across Monmouthshire. This includes Care Inspectorate Wales who provide Welsh Government with assurances around quality and safety of service, through inspection and registration of new services. Internally, the Social Care and Health Directorate Commissioning Team operate a robust accreditation process for approving new providers, considering their financial standing, insurance, and track record (through references, visits, and inspection reports). All domiciliary care providers receive annual quality assurance visits, to check contract compliance including: Safe recruitment practices, care management and records, training, and care quality. Whilst these visits provide assurances around quality of care, further scrutiny around call monitoring will be needed in the future. In addition, we also have Safeguarding, Community Care questionnaires and complaints processes in place to ensure any quality or safety issues are identified and responded to quickly and effectively.

4. THE FUTURE

4.1 Strategic Objectives

To respond to the current challenges within the domiciliary care sector in Monmouthshire there is a need to change the way in which we procure and manage domiciliary care to ensure we meet current and future predicted demand. The steps we take going forward will be guided by the following strategic objectives.

- 1. Provide sustainable high quality domiciliary care to those with an assessed need within Monmouthshire.**
 - Increase capacity and resilience within the domiciliary care sector both now and into the future.
 - Improve outcomes for individuals who need or may need care in the future, through targeted reablement and best use of capacity.
- 2. Maximise the cost effectiveness of the care purchased, with less diversity of cost between providers.**
- 3. Improve and standardise terms and conditions for the independent sector domiciliary care workforce supporting with stability of workforce within providers.**

4.2 How we will achieve the strategic objectives.

The approach we will take to address the current and future challenges and deliver the strategic objectives will require some key changes to be put in place, these are set out in the table below.

What we want to achieve	The actions we will take	How we will measure progress
<p>Provide sustainable high quality domiciliary care to those with an assessed need within Monmouthshire.</p> <p>Desired Outcome:</p> <p>People in Monmouthshire receive high quality domiciliary care, which enables them to live their lives on their terms.</p>	<p>County Wide:</p> <ul style="list-style-type: none"> • Implement Block Contract arrangements as the primary delivery mechanism for all commissioned care. • Implement spot purchasing contractual arrangements and systems for commissioning specialist and/or complex packages, which cannot be delivered through the block contract arrangement. • Use an open procurement process, which enables existing and new providers to tender for both the block contracts and the spot purchasing contract. • Contracts will include the requirement to deliver outcomes for people. • Implement a new brokerage system. <p>Localities:</p> <ul style="list-style-type: none"> • Develop specific implementation plans for each of the three localities to account for local variation/need, including volume of hours. 	<ul style="list-style-type: none"> • % of care provided via the block contract arrangements • % of care provided via spot purchase • % of unmet need • Number of people waiting for discharge from hospital due to awaiting domiciliary care packages. • Feedback from people in receipt of domiciliary care (Community Care Questionnaire). • Use quality assurance framework to measure progress on individual outcomes.
<p>Maximise the cost effectiveness of the care purchased, with less</p>	<ul style="list-style-type: none"> • Include within the block contract terms and conditions a fair and reasonable hourly rate (flat rate with no premiums for part hours) 	<ul style="list-style-type: none"> • Monthly analysis of costs of care. • Number of hours of care delivered against planned.

<p>diversity of cost between providers. Desired Outcome:</p> <p>Care is purchased in the most cost-effective way.</p>	<ul style="list-style-type: none"> • Include within the Spot Purchase contract terms and conditions a fair and reasonable minimum and maximum rate. • Introduce the requirement for electronic call monitoring systems in both the block and Spot Purchasing contracts. • Implement a robust verification process for the validation of invoice payments. 	<ul style="list-style-type: none"> • % of invoices paid at actual level of delivered hours.
<p>Improve and standardise terms and conditions for the independent sector domiciliary care workforce supporting with stability of workforce within providers. Desired Outcome:</p> <p>A stable independent sector domiciliary care workforce with harmonised terms and conditions.</p>	<ul style="list-style-type: none"> • Include within the block and spot purchasing contract terms and conditions for staff to include payment of RLW, mileage rate, payment for travel time, holidays, and contract terms. • Ensure providers are employing staff in line with agreed contract terms and conditions. 	<ul style="list-style-type: none"> • % staff turnover in providers • % of staff leaving the sector • % of staff moving between providers

5. NEXT STEPS

Analysis of our existing commissioning domiciliary care arrangements clearly evidences that there is a need for change if we are to meet the current challenges of growing demand and growing costs, and to be fit for purpose in meeting the future challenges of increased demographics.

In considering how best to meet these challenges it has been paramount to understand how we can positively influence our arrangements for the future without losing the benefits of the current arrangements. For example, the current arrangements clearly result in a much higher cost of care in the South whilst in the North of the county the opposite is true. Affecting positive change will require diligent, meticulous and iterative management.

This is a complex area, the proposals for the future are equally complex. However, the aspirations and actions for the future offer a way forward which is both ambitious and deliverable and will ultimately deliver the strategic objectives for commissioned domiciliary care.

The challenges facing domiciliary care in Monmouthshire over the next 10 years are both complex and multi-faceted. To meet these challenges and realise our three strategic objectives, a systematic and targeted plan of action is needed. The scale of the challenge will necessitate a prioritised implementation approach. The South is the area which needs addressing first due to the significant reliance on high-cost provision.

The issues currently faced whilst common to all three geographical areas, vary in degree and impact. It is therefore logical that the manner in which these issues are addressed is bespoke to the individual localities; the objectives will be common to all, but the specific actions may differ.

Phase one of the two phased action plan will focus on implementing a range of targeted key actions for the South. Work will be ongoing during phase one to identify the key actions needed to address the Central. Phase two will be implementation for Central and identifying and implementing key actions for the North.

This phased implementation approach is ambitious, the breadth and depth of work required to deliver it cannot be overestimated. The suggested timescales are demanding and assume the smooth running of the process, which may be subject to change as the project progresses. The benefits of a phased approach include iterative learning; learning from successes and difficulties as it progresses.

5.1 Summary of Phase 1 Implementation

At the end of document there is an overview of the actions, timescales, and risks for each phase. A detailed project plan will be developed for the implementation phases. It is anticipated that Phase 1 will begin in February 2024 and conclude by February 2025. The key areas of focus for this phase are:

- Implementing a new contract in the South offering fixed blocks of hours.
- Implementing a new contracts and systems for purchasing of specialist or ad hoc domiciliary care in the South.

- Implementing a new brokerage system for the new block and spot purchasing contracts
- Enhancing monitoring of delivery hours and improving payment processes
- Developing a locality specific plan for the Central area for phase 2.

Key considerations/risks:

- The need to attract sufficient and appropriate providers via tendering process to fulfil the block arrangements.
- Ensuring the agreed rate for the block contracts is fair, reasonable, and financially viable whilst at the same time securing care at the most cost-effective rate.
- Significant change for providers, the workforce and people receiving services.
- The resources which will be required for many areas of SCH to deliver the plan i.e. Commissioning, Care Management and Finance Team.

6. PHASED IMPLEMENTATION PLAN

Phase 1 February 2024 – February 2025					
Area	Actions	Detail	Timeframe	Desired Outcomes	Risks
South	Implement three geographical lots with guaranteed block hours.	<ul style="list-style-type: none"> Guaranteed hours at a set rate. Annual uplifts set by MCC. Mandated common contractual terms for staff to improve terms and conditions 	<ul style="list-style-type: none"> Approval Feb - May 2024 Develop necessary paperwork and procurement documentation by August 2024 Procurement September-October 2024 Award November 2024 Implementation November 2024 – January 2025 Contract fully implemented 1st February 2025 	<ul style="list-style-type: none"> Effective management processes to maximise capacity and flexibility. Greater sustainability and resilience for providers Better cost effectiveness Improve recruitment and retention of social care workforce. Quality Assurance mechanisms confirm care is at the required standard. 	<ul style="list-style-type: none"> Destabilisation of providers and market. Existing providers may lose business. Mass transfer of staff (TUPE) Loss of continuity of Care Lack of interest in the tender from providers Opposition from people receiving services. Insufficient resource within commissioning and care management teams to deliver this piece of work. If the rate is too low it may be unviable and unattractive to providers, too high and it could result in an overall increase in costs.
	Implement new spot purchasing contractual arrangements.	<ul style="list-style-type: none"> Smaller number of approved providers to pick up specialist/ad hoc cases. 	<ul style="list-style-type: none"> Approval Feb - May 2024 Develop necessary paperwork and procurement documentation by August 2024 	<ul style="list-style-type: none"> Improved capacity Better cost effectiveness – control of rates. Improve recruitment and 	<ul style="list-style-type: none"> Some loss of continuity of Care Lack of interest in the tender from providers Opposition from people receiving services.

		<ul style="list-style-type: none"> • Set a minimum and maximum cost level. • Annual uplifts set by MCC. • Mandated common contractual terms for staff to improve terms and conditions 	<ul style="list-style-type: none"> • Procurement September-October 2024 • Award November 2024 • Implementation November 2024 – January 2025 • Contract fully implemented 1st February 2025 	retention of social care workforce	<ul style="list-style-type: none"> • Insufficient resource within commissioning and care management teams to deliver this piece of work. • If the rate is too low it may be unviable and unattractive to providers, too high and it could result in an overall increase in costs.
	Implement revised and refined brokerage arrangements.	<ul style="list-style-type: none"> • Process for management of the block contract. • Process for use of the spot purchasing systems. • Centralised oversight and reporting arrangements. 	<ul style="list-style-type: none"> • Design July/August 2024 • Obtain additional staffing resources if needed August-October 2024 • Fully implemented 1st February 2025 	<ul style="list-style-type: none"> • Maximise cost effectiveness. • Ensure best use of capacity. • Efficient oversight of use of hours. 	<ul style="list-style-type: none"> • Perceived loss of control/decision making by care management teams. • Potential need for additional resources. • Insufficient resource within commissioning and care management teams to deliver this piece of work.
	Greater contractual oversight – compliance monitoring of call times and payments	<ul style="list-style-type: none"> • Process for monitoring of call times and call delivery; implementation of call monitoring system. • Robust process for invoice payments. 	<ul style="list-style-type: none"> • Design July/August 2024 • Obtain additional staffing resources if needed August-October 2024 • Fully implemented 1st February 2025 	<ul style="list-style-type: none"> • Improved financial controls. • More efficient invoice payment system. 	<ul style="list-style-type: none"> • Possible resistance from providers due to increased scrutiny. • Insufficient resource within commissioning and care management teams to deliver this piece of work.
Central	Identify the required future contractual arrangements to address the specific	<ul style="list-style-type: none"> • Understand further the specific challenges faced in the Central area. 	<ul style="list-style-type: none"> • Identify commissioning need September/October 2024 	<ul style="list-style-type: none"> • Clarity of approach specific to this locality. 	<ul style="list-style-type: none"> • Two tiered contractual arrangements in place. • Potential for some providers to move to the

	geographical challenges.	<ul style="list-style-type: none"> Consider overreliance on in house services. Develop appropriate future approach. 	<ul style="list-style-type: none"> Develop future commissioning approach to meet need November 2024. Produce Contractual and procurement documentation December 2024/ January 2025 Approval Feb 2025 		<p>South, because of attractiveness of new contractual arrangements there.</p> <ul style="list-style-type: none"> Destabilisation of the market due to change in one area. Insufficient resource within commissioning and care management teams to deliver this piece of work.
Phase 2 February 2025 – February 2026					
Area	Actions	Detail	Timeframe	Desired Outcomes	Risks
Central	Implement agreed commissioning approach	<ul style="list-style-type: none"> Commence procurement 	<ul style="list-style-type: none"> Procurement March 2025 Fully Implemented 1st August 2025 	To be confirmed	<ul style="list-style-type: none"> Two tiered contractual arrangements in place. Potential for some providers to move to the South, because of attractiveness of new contractual arrangements there. Destabilisation of the market due to change in one area. Insufficient resource within commissioning and care management teams to deliver this piece of work.
North	Identify the required future contractual arrangements to address the specific geographical challenges.	<ul style="list-style-type: none"> Understand further the specific challenges faced in the North area. 	<ul style="list-style-type: none"> Identify commissioning need April/May 2025 Develop future commissioning 	<ul style="list-style-type: none"> Clarity of approach specific to this locality. 	<ul style="list-style-type: none"> Two tiered contractual arrangements in place. Potential for some providers to move to the South, because of attractiveness of

		<ul style="list-style-type: none"> • Develop appropriate future approach. • Commence procurement 	<p>approach to meet need June 2025.</p> <ul style="list-style-type: none"> • Produce Contractual and procurement documentation July/August 2025 • Approval September 2025 • Procurement October 2025 • Fully Implemented 1st February 2026 		<p>new contractual arrangements there.</p> <ul style="list-style-type: none"> • Destabilisation of the market due to change in one area. • Insufficient resource within commissioning and care management teams to deliver this piece of work.
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SUBJECT: Implementation of the Strategy for Commissioned Domiciliary Care in Monmouthshire and Procurement Process for block contracts in the South.

MEETING: DMT

DATE: 25.09.24

1. PURPOSE:

To seek approval for the proposed block contract arrangements in the south and approval to commence the procurement process.

2. RECOMMENDATIONS:

- i. DMT approves the proposal for the block contracts in the south.
- ii. DMT approves the commencement of the procurement process for block contracts in the south from October 2024.
- iii. DMT notes the open tendering nature of the procurement process and the potential financial implications depending on the successful bid prices.

3. BACKGROUND:

3.1 In May 2024 Cabinet approved the Strategy for Commissioned Domiciliary Care in Monmouthshire (Appendix 1). It has three strategic objectives to effectively respond to the challenges within the domiciliary care sector in Monmouthshire:

- (1) Provide sustainable high quality domiciliary care to those with an assessed need within Monmouthshire.
- (2) Maximise the cost effectiveness of the care purchased, with less diversity of cost between providers.
- (3) Improve and standardise terms and conditions for the domiciliary care workforce, supporting with stability of workforce within providers.

3.2 The strategy has a phased implementation plan. The key action areas for Phase 1 are set out below:

- Implementing a new contract in the South offering fixed blocks of hours.
- Implementing new spot purchasing arrangements in the South.
- Implementing a new brokerage system for block and spot contracts
- Enhancing monitoring of delivery hours and improving payment processes
- Developing a locality specific plan for the Central area for phase 2.

3.3 Progress Update

3.3.1 Considerable progress has been made over the last months in delivering phase one with the focus on the block contracts. The indicative timetable has been revised to reflect a change from February to April 2025 as the implementation date for the new block contract. Given the complexity and unknown variables of the procurement process it may be that the indicative timetable will change.

3.3.2 BLOCK CONTRACT DESIGN PRINCIPLES: These have been developed for the block contract arrangements in the south. They reflect the areas for development within the strategy, supporting the strategic objectives. The principles are:

Model of care:

- Quality of the intervention and the benefit it achieves, rather than just time and task
- Promoting independence reducing unnecessary dependence on services through an enabling and strengths -based approach
- People accessing the resources available in our communities

Type of care and support:

- Long term care and support including personal care for older people, people with disabilities and mental health needs and people with dementia
- Weekly allocation of support hours for people

Contract type:

- 4 years with potential for 2-year extension plus a further 2 years
- Block contract guarantying a fixed number of care hours

Geographical lots and zones:

- The south of Monmouthshire will be divided into geographical lots with sub zones.
- There will be a fixed hours per lot, initially reviewed quarterly in year one and then reviewed biannually thereafter

Predictable payment model:

- Hourly rates will include all costs such as travel, bank holidays, weekends etc
- A flat hourly rate with no premiums for calls less than 1 hour
- 4 weekly payments in advance

Commissioned workforce terms and conditions:

- Requirement to pay at real Living Wages for eligible staff
- Common minimum travel expenses rate of 45p mile

Monitoring and evaluation:

- Electronic call monitoring and other data to be provided quarterly by providers regarding all metrics including outputs and outcomes.

3.3.3 ENGAGEMENT WITH PROVIDERS: Engagement with existing providers commenced in May with the sharing of the Strategy. Since then, a Prior Information Notice has been published on Sell2Wales advising all potential providers of our

intentions. A full report on market engagement activity and outcomes is attached as Appendix 2.

3.3.4 An initial in person market engagement event was held on 20th August to share the proposal and seek feedback to shape the final version especially on the lots and zones. It was an invaluable in testing out our plans. Comments and feedback have been considered and used to inform the final proposal, specifically:

- Revision to the proposed lots and zones:
- Consideration of 2 blended rates one for urban and one for rural zones
- Revisions and amendments to draft service specification and contract

3.3.5 A follow up online engagement event was held on 11th September to share the final proposal, and a set of frequently asked questions has been published on Sell2Wales.

3.3.6 **ENGAGEMENT WITH PEOPLE RECEIVING THE SERVICE:** Appendix 3 is a report of the engagement activity and outcomes. In June 2024 all people receiving commissioned domiciliary care in the south were written to advising of the strategy. In July people were invited to share their views on the way care is currently delivered and what might help it improve. Packs were sent to 191 people with easy read, Welsh and English letters and questionnaires, and link to an online questionnaire.

3.3.7. Overall people reported they are happy with their care now, and feel it is delivered by well trained staff, who are kind to them and by agencies they can contact. However, a smaller number of people do feel they have too many different carers supporting them, and that care is delivered at a time that doesn't suit them.

3.3.7 Twenty-two out of forty-five respondents fed back on how things could be improved. An area most consistently highlighted was receiving care at the right time for them from people they know. It is clear people want care that meets their specific needs rather than is one size fits all. Several people also raised the importance of fair pay including travel expenses and time for carers. Seven people didn't want anything to change.

3.3.8 A service user focus group on 5th September was attended by 5 people. People were broadly in support of the proposals; they were most interested in being supported by a team of consistent carers, with good communication and other soft skills, alongside comprehensive training so they are able to fit into their households and provide positive support. Ensuring a well-supported, paid and trained workforce was also important.

4. KEY ISSUES: THE PROPOSED BLOCK ARRANGEMENTS IN THE SOUTH

4.1 This section sets out the key aspects of the proposal for the block contract arrangements in the south of the county.

4.2 **LOTS AND SUPPORT HOURS:** A thorough analysis of the "Placed Based" geographical areas was undertaken to understand whether these areas should form a basis for the lots and zones within the future block contract. It was clear that due to the disparate and differential nature of the areas that they are not conducive operationally.

4.2.1 Four geographical options for the lots and zones were worked up and an options appraisal undertaken. The preferred option was to divide the area into 3 lots, with each lot being made up of zones. The proposed lots and zones were shared at the first market engagement event and feedback gained from providers on their feasibility etc. This was

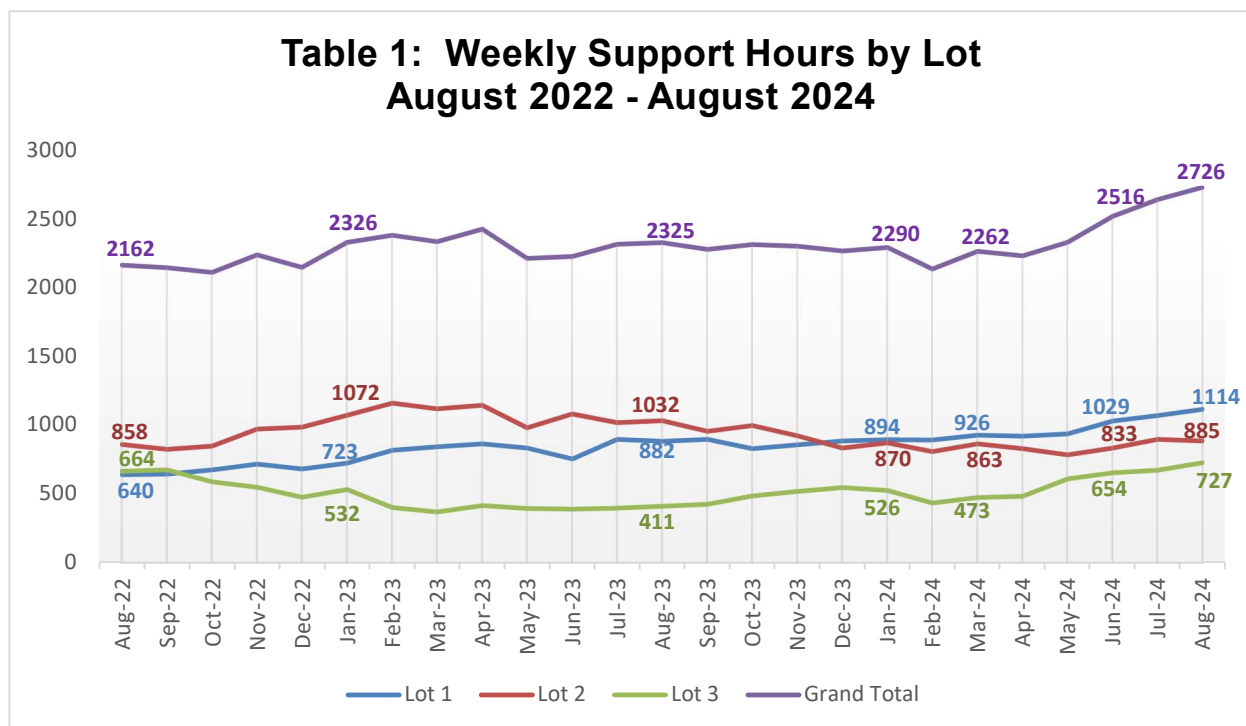
extremely helpful and as a result revisions were made to the lot boundaries and the number of zones, resulting in the final proposal being presented below:

- **Lot 1:** Chepstow Town and Rural,
- **Lot 2:** Caldicot Town
- **Lot 3:** The Levels and Rural.

4.2.2 Each Lot has allocated weekly care hours forming the basis of the block contract. The hours to be included within the tender have been calculated based on several factors, i.e.:

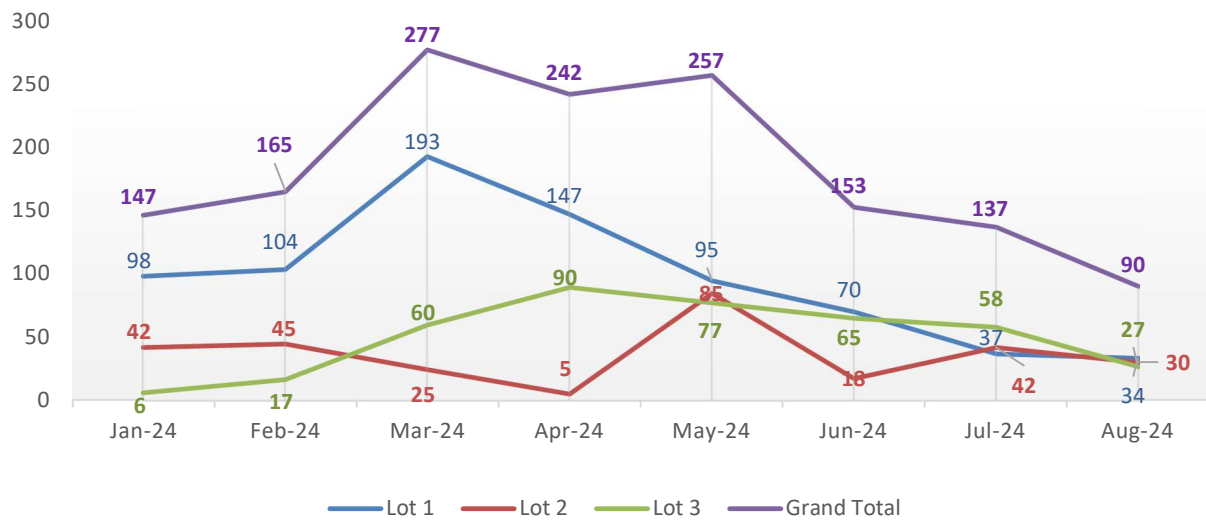
- Hours of care delivered in August 24,
- Hours of unmet need in August 24,
- An analysis of support and unmet need hours between August 2022-2024
- Estimation of impact of current reviews of support packages (5% reduction)

4.2.3 Table 1 below shows the hours of support delivered in each of the three lots over a 2-year period. Each lot has seen an increase in hours during this time however the extent of that varies. Since January 2024, Lot 1 has increased by 15% and Lot 3 has increased by 41%, whereas Lot 2 has remained the same (0.3%).

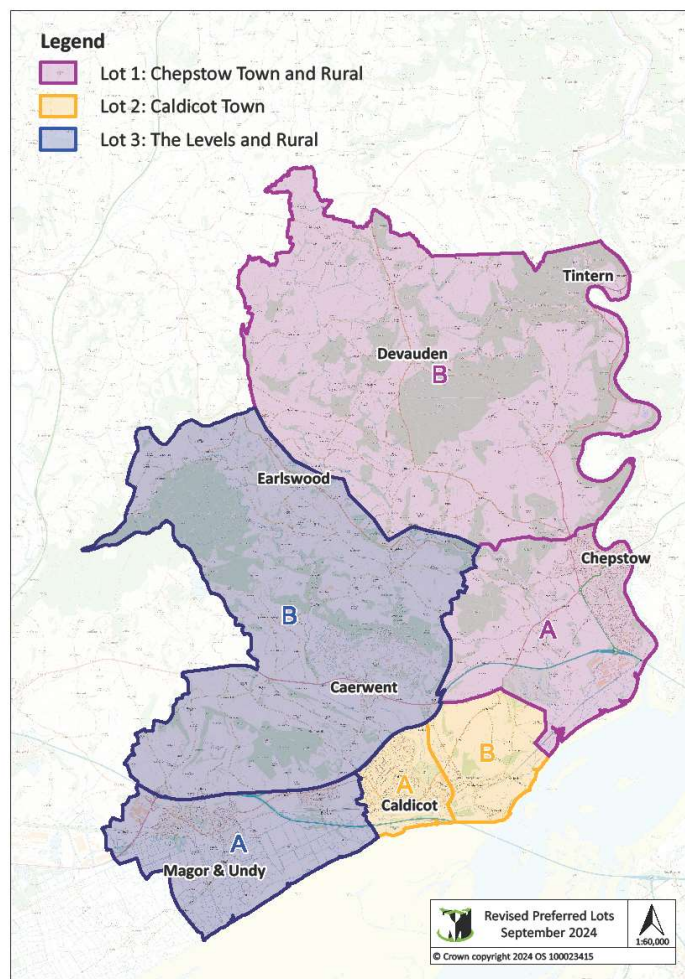


4.2.4 The way in which unmet need data has been collected has changed considerably this year. Therefore, in calculating the level of unmet need to be included within the proposed tender for the block contracts, only data from January 2024 to August 2024 has been considered as it is more accurate than data preceding this date.

**Table 2: Unmet need by Lot
January 2024 - August 2024**



4.2.5 The map below shows the proposed Block Contract Lots and Zones which will form part of the procurement process:



4.2.6 Table 3 sets out the weekly contract hours which will be put out to tender. They will be subject to finalisation at contract award. Appendix 4 is a map showing the people currently receiving support and unmet need within each of the lots.

	Table 3 Weekly Contract Hours for Procurement									
	Lot 1: Chepstow Town and Rural			Lot 2: Caldicot Town & surrounds			Lot 3: The Levels and Rural			
	Zone A (Urban)	Zone B (rural)	Total	Zone A (urban)	Zone B (Urban)	Total	Zone A (Urban)	Zone B (rural)	Total	
Hours	991	92	1083	820	59	879	522	183	705	2667
People	61	8	69	66	7	73	44	13	57	199

4.2.7 Service delivery hours are constantly variable and establishing a baseline/core set of block hours is challenging. The hours as shown in table 3 will form part of the published tender information which will stipulate that the hours are illustrative and may vary slightly and will be finalised at contract award, to accurately reflect demand at that stage. The contract hours will be reviewed every 3 months in year one and twice yearly thereafter.

4.3 THE CONTRACT: The intention is to go out to tender for all three lots for a 4-year contract with an option to extend for 2 years and a further 2 years; a maximum 8 years in total. 1 provider will be awarded the total hours for each lot, including the provision of all support in every zone within the lot: both urban and rural areas. A provider may bid for all 3 lots but only 1 lot will be awarded per provider. The result will be 3 block contract providers operating in the south of the county. Spot contracting arrangements will be available for exceptional circumstances where the block contract arrangements are not suited but these arrangements must be kept at an absolute minimum.

4.3.1 Three options were considered for the tender price/rate: Council set rate, Council set min and max rate or open tender rate. Advice from Ardal is that to set either a fixed rate or a min and max rate, the Council would need to demonstrate that it had undertaken a thorough assessment of the current costs of domiciliary care in Monmouthshire to establish the rate level/s. Given the work and time required to undertake this and the benefits of open/competitive tendering it was agreed to proceed with an open process. The Council has no control on tender price submissions. Cost will form 40% of the scoring process. Due to the unknown nature of the tender submission/awards rates it is not possible to calculate the costs of the future contracts.

4.3.2 As part of the tender process, providers will be required to submit a tender rate. It must be a blended rate which includes all costs such as weekend, bank holiday enhancements, travel costs, travel time, etc. There will be no premiums for sub hour calls. In recognition of the specific implications of providing support in more rural areas, providers will be able to submit separate urban zone and rural zone rates for Lots 1 and 3. Lot 2 will attract 1 single blended rate applicable to both zones which are classed as urban. A pricing schedule and pricing matrix have been developed which providers will need to complete as part of their tender. These will provide detailed breakdowns of provider costs and support evaluation and contract award.

4.3.3 Tender bids will need to include all costs etc applicable for the 1st year of the contract i.e. 2025-2026. No uplift will be applied in year 1. Uplifts from year 2 will be set by the Council and will be informed by changes to legal requirements such as rLW or NI

and inflationary factors. The cost data provided within the tender pricing matrix and schedule will establish the baseline for any forthcoming uplifts.

4.4 PAYMENTS: Block contract providers will receive 4 weekly payments in advance of 85% of the contract value. A monthly validation process will be the mechanism for further payment where the hours delivered have exceeded the 85% advance payment up to a maximum of 100% of the contract hours. It is expected that service delivery will ebb and flow on a weekly basis but remain within the stipulated tolerance level within the contract. The contract hours will be reviewed quarterly in year 1 and then twice yearly thereafter to allow for any consistent changes in demand. Where a provider's hours consistently vary outside of the agreed tolerance, they will be required to advise the Council for further discussion etc. The tolerance levels and clauses regarding flexibility are being finalised ready for the procurement process. This will include whether flexible weekly hours or daily allocated call times for people will be used.

4.5 CONTRACT DOCUMENTATION: A detailed service specification and set of terms and conditions are nearly complete and have been developed with care management, finance and legal colleagues. These documents will form part of the published procurement information. Appendix 5 is a draft version of the Service Specification.

4.6 RISK LOG: The MCC Corporate Procurement Rules require the production of a risk log for each procurement process, signed off by the relevant Head of Service. The risk log is attached as Appendix 6. Key risks and mitigating actions include:

- Destabilisation of providers and market.
- Existing providers may lose business.
- Loss of continuity of care
- Unsuccessful incumbent providers hand back their hours of support before the end of the 3 month notice period.
- Insufficient time and capacity of commissioning colleagues to complete all the necessary paperwork by the 10th October, in preparation for the tender date of 21st October 2024.

The most significant risk now relates to commencing the tender process on 21st October due to the considerable works that needs to be completed. If the work is not completed and/or considered by Cardiff Procurement to be of a sufficient standard for the tender process the date will need to be extended. Ensuring the documentation of sufficient standard for going out to tender reduces the risk that the level of clarification questions within the tender process leads us to have to provide a further extension for potential tenders or worse puts potential providers off applying.

4.7 NEXT STEPS AND PROCUREMENT TIMETABLE. The indicative timetable is set out below which may change dependent on outcomes of the procurement process:

TUPE information obtained	27 th September 2024
Tender Published	21 st October 2024
Contract Sign Off	27 th January 2025
Contract Award	10 th February 2025
Contracts fully in place	26 th April 2025

5. EQUALITY AND FUTURE GENERATIONS EVALUATION (INCLUDES SOCIAL JUSTICE, SAFEGUARDING AND CORPORATE PARENTING):

5.1 An Integrated Impact Assessment has been undertaken which is regularly reviewed and updated. It is attached as Appendix 7 and a summary from Section 8 identifying the significant positive and negative impacts is below:

Positive Impacts:

- The proposed changes to the way in which we commission domiciliary care should improve capacity and resilience in the sector, whilst ensuring best use of public funds. This will ensure there is as far as possible sufficient quality care at the right cost to meet the individual's needs. The Spot Purchasing arrangements (which will run alongside block contracts) will also provide a way in which very specialist care and support can be purchased.
- The new commissioning model will enable a cost effective, secure and resilient model of care commissioning and delivery which will seek to provide best possible outcomes for individuals who require care.
- The mandating of common employment terms will improve equity in the sector, improve consistency and provide greater security to the workforce.

Negative Impacts:

- Individuals who currently receive care and support may be impacted by changes in care provider. This may cause some anxiety and uncertainty.
- Providers and who are not successful in winning the tender will be impacted, with the workforce potentially being transferred under TUPE regulations.

6. REASONS:

6.1 The Strategy for Commissioned Domiciliary Care in Monmouthshire was agreed by Cabinet in May 2024 and sets out the way forward in delivering care in the county. A key action for phase 1 is the implementation of block contract arrangements in the South of the county. Approval of this proposal will enable this action to be undertaken.

6.2 The proposals set out within this paper have been developed to secure sustainable and quality care in a cost-effective way.

7. RESOURCE IMPLICATIONS:

7.1 The tender process for the new block contracts will be an open one and therefore the potential costs of the new contracts cannot be identified at this stage.

7.2 An assessment of the potential financial implications of differing tender rates has been made, to do this we needed to quantify the current costs and spend on commissioned domiciliary care in the south. To ensure as accurate an estimation as possible, a consolidated costing methodology was used. Calls of 15, 30 and 45 minutes attract premiums to the hourly rate, with a 15-minute call paid at 20% of the hourly rate, 30-minute call paid at 60% and 45-minute call paid at 80%. Understanding the level and impact of these sub one-hour calls is necessary to understand the true cost of care.

7.4 The consolidated methodology factors in the hourly rate of each provider, their costs for sub hour calls and their total hours of delivered care in any given month (based on planned hours). This is then used to calculate an estimated consolidated rate for every hour of purchased care across all providers and the total cost/spend for that month.

7.5 Based on August planned data the estimated consolidated cost of an hour of care is £30.74 per hour. Approximately 2726 hours per week were delivered in August, applying the consolidated hourly cost of £30.74 per hour this equates to a notional annual spend of £4,374,522. Using this consolidated rate as a benchmark, successful tender rates of below £30.74 per hour would result in a cost reduction per hour of price paid.

7.6 Since January 2024 there has been an increase in the level of domiciliary care purchased in the south of 19%. If the hourly rate of the successful tenders is lower than the August consolidated rate of £30.74, there is still the potential for an increase in spend for the Council if there is an increase in number of hours of care purchased.

7.7 As stated before, the actual costs of the block contracts will not be known until the procurement process has been completed and the contracts awarded. As per the timetable this should be confirmed by end of January 2025.

7 CONSULTTEES:

- Integrated Service Managers – SCH
- SCH Finance Manager
- Ardal – Cardiff CC Procurement
- Head of Adult Services

8 BACKGROUND PAPERS:

Appendix 1: A Strategy for Commissioned Domiciliary Care in Monmouthshire
Appendix 2: Overview of market engagement report.
Appendix 3: Engagement with People Receiving Support report
Appendix 4: Map of Lots with current provision and unmet need.
Appendix 5: Draft Service Specification.
Appendix 6: Risk Log
Appendix 7: Integrated Impact Assessment

9 AUTHOR: Ceri York – Service Manager Commissioning and Disability Services Nicola Venus- Balgobin – Lead Commissioner Adult Social Care

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OVERVIEW REPORT FOR FIRST AND SECOND MARKET ENGAGEMENT EVENTS

The initial event was held between 10.00am – 12.00 pm on Tuesday 20th August at the Palmer Centre in Chepstow. An invitation was extended to all potential providers of domiciliary care in Wales registered as having an interest on the Sell2wales site.

Existing providers of domiciliary care in Monmouthshire have been kept informed as the process has progressed and be made aware that all information and engagement regarding the proposed tender will be managed via Sell2Wales, in line with procurement rules and process.

15 people attended the event, representing 9 different domiciliary care organisations. 8 of the organisations currently provide domiciliary care to MCC but not all in the South area.

The purpose of the event was to:

- To share the Council's Strategy for Commissioning Domiciliary Care
- To outline our plans for the next implementation phase
- To seek your views on our proposals
- To share next steps and timetable
- To highlight sources of support for providers

Two breakout sessions formed part of the event with the aim of:

Session 1: Gathering providers thoughts on the design principles and our intentions/plans.

Sessions 2: Gathering providers views on the proposed lots and zones

In each session attendees were asked to capture their thoughts using post it notes on the proposals as follows:

- What they think will work well
- How can it be improved
- Any questions/areas of clarification

The actual feedback provided is captured overleaf and where applicable has been grouped into themes.

Break Out Session 1: Design Principles and Implementation Proposal

1. What they think will work well

Improvements for the workforce:

- Could be better for care workers- less travel
- Better for carers as runs/shifts can be put together
- Staff won't jump from provider to provider

Improved Sustainability for Providers:

- Stability for the companies who win the contracts – forward planning
- Good for the companies who win the contracts.
- Blocks- sustainability

Improved Sustainability for the Council

- Cost savings for the Council
- Stability for the Council
- Helps with capacity as long as provider feedback is listened to

Positives of the block contract arrangements:

- Gives more autonomy as providers
- Electronic call monitoring
- Block hours/contract
- Length of contract
- Weekly allocation of hours
- Advanced payment

Benefits for people receiving the service:

- The package of care might be dictated by service user
- Roll over to assist with other support needs
- Re-ablement element
- Good for Continuity
- Outcomes focused

2. How can it be improved

Negative Impact on Provider Sustainability:

- Biased towards the larger companies
- Could put locally based companies out of business
- Agencies not being able to fulfil the hours contracted for

Implications from a regulatory perspective:

- CIW expectations look at time and are not interested in outcomes
- Social care plans will have to be worded differently i.e. 14 hrs a week to undertake X tasks /provide X support

Negative Impact on People receiving the service:

- Lack of choice for service users
- Transfer of care packages some are long standing care packages

Negative Impact on Workforce:

- Carers will get taxed on 45p or more, 44p or less is not taxable

Operational Challenges:

- Variable hours for clients mean difficult rostering for staff who want stable hours
- Rural teams of care workers focussed on local geography rather than lumping into block contract differential price
- Maybe have a rural and town rate.
- Risk: block contracts where rural fluctuates, this can make costs increase and not sustainable

3. Any questions/areas of clarification:

The Tender:

- Is there less of a chance of being successful if we only bid for 1 area?
- How many providers per lot?
- How big are the lots?
- Quality / price breakdown?
- How many lots can we bid on and be awarded?
- How many providers per lot?
- How many care providers for block contract?
- What tender sites will the documents be on?
- Tupe?
- Will the cheapest bidder win?
- Support for tender writing?

The Contract:

- How long paid for if in hospital stays/respite? e.g. allow time for carers to go home and collect PJs etc for person in hospital?
- Paid run by minute or commissioned time
- Can we roll hours over from week to week to benefit the person – how will that work ECM?
- Is there a limit on how many hours can be rolled over from one week to another?
- What happens with hospital admissions with block hours? (guaranteed)?
- Is there a tolerance % of fulfilled time?
- How can we activate overstay payments e.g Mrs Smith has a bad fall and needs extra care?

Outcomes Focus:

- What's the parameter of outcomes?
- Would we be able to have active discussion based on outcomes with the LA? tripartite reviews, quarterly with care manager, care provider and individual?
- Would the care agency have discretion to decrease – reablement approach?

People receiving the service:

- Has there been consultation with service users?

Break Out Session 2: The Lots and Zones

1. *How can it be improved*

- Rurality of lot 1 is going to be expensive to cover especially with proposed travelling expenses
- The Usk Road above Mynnydd Bach is a better boundary for lot 3
- Have a rural rate for zone C (in lot 1)
- 2 lots and not 3
- Number of hours are not viable for new providers
- The rurality of lot 1 would be difficult to cover

2. *Any questions/areas of clarification:*

- Mico carers- how many are there in these areas?
- Can providers who have won a lot be a spot provider in another area?
- Risk is the % of rural verses urban changes after tender award
- Risk - Tupe not all staff will choose to transfer (previous experience varied between providers 1 saying only 30% and others saying 80%).

Conclusions and next steps from Market Engagement Event 1

The market engagement event provided an invaluable opportunity to test out the proposals for the block contracts in the South with prospective and existing providers of domiciliary care. Their comments and feedback have been considered and used to inform the ongoing development of the proposals. As a result of the feedback the following consideration and actions have been taken:

1) The Lots and Zones:

The geography of the lots and zones has been reviewed and revised to take on board the observations from providers. Specifically, the boundary of Lots 1 and 3 has been redrawn to reflect the suggestion of making it coterminous with the Usk Road.

The number of Zones in each Lot area has been reduced following the boundary revision.

Consideration and exploration was given to reducing to 2 lots however this option does not appear viable. Splitting the south of county into 2 lots will increase massively the size of the rural area in lot one and lot 2 would be much smaller area in comparison.

Further consideration has been given to the rates for the lots with two options being explored: (a) single blended rate for each lot, including both the urban and rural zones or (b) a separate urban zone rate and rural zone rate for each lot. Following discussion with Head of Service (10.9.24) the proposal has been revised to include a separate blended urban and a separate blended rural rate for lots 1 and 3. This option is the most advantageous to both the Council and providers because:

- Clearer costing matrices that reflect specifics of urban rural landscape (e.g. will be able to understand premiums applied for rural).
- Enables scaling up and scaling down of each type of rate which will ensure ongoing viability to providers and cost effectiveness for MCC.
- More responsive to variation in rural/urban delivery hours and therefore reduces risks to both council and the provider.

2) The Service specification and contract:

The draft service specification and T&Cs will be revised to ensure there is clarity regarding the matters raised by providers including: service delivery tolerances, people in hospital, flexible use of weekly hours to support people.

3) Frequently asked questions:

A FAQ sheet has been developed based on the questions raised at the event. The FAQ sheet has been uploaded on the Sell2wales site so all registered providers have access to it.

2nd Market Engagement Event

A 2nd online market engagement event was held on 11th September to share how the comments from the 1st event have been taken onboard, the revision to the lot boundaries and the procurement timetable. The primary aim was to share the updated proposal it was not a opportunity to provide further comments.

The online event was well attended with 22 people from 10 organisations taking part. All of these providers currently operate in Monmouthshire, though not all in South. Attendees were given the opportunity to ask questions at the end of the presentation of the revised proposal. A modest number of questions were raised mainly seeking clarification regarding:

- Will be there any transfer of council staff as part of the new contract?
- Do the zones in each lot differentiate between rural and urban areas?
- Are consortium bids welcome?
- When is the deadline for the provision of TUPE information from existing providers?
- Will the existing TUPE information form part of the tender pack?
- Will there be spot purchasing arrangements as well as a block contract?

Providers have been given a further 7 days to email any questions. The FAQ document on the Sell2Wales site will then be updated accordingly.

Monmouthshire County Council

Invitation to Tender

South Monmouthshire Domiciliary Care and Support – Block Contracts

Tender Reference: ERFX1000024

Tender Return Date: Monday 9th December 2024



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1. INTRODUCTION AND BACKGROUND

To respond to the current challenges within the domiciliary care sector in South Monmouthshire we need to manage and deliver domiciliary care in a way that ensures both current and predicted demand for the service can be met.

We aim to ensure:

- The provision of sustainable high quality domiciliary care to those with an assessed need within Monmouthshire.
 - Increased capacity and resilience within the domiciliary care sector both now and into the future.
 - Improved outcomes for individuals who need or may need care in the future, through targeted reablement and best use of capacity.
- Maximization of the cost effectiveness of the care.
- Improved and standardised terms and conditions for the independent sector domiciliary care workforce supporting with stability of workforce within providers.

Long term care and support in the South of Monmouthshire to include the provision of personal care for older people, people with disabilities and mental health needs and people with dementia. The tender will comprise of three block contracts, which will be the primary mechanism for the delivery of long-term domiciliary care and support in the South of the county. Following the procurement process, a single designated Care Provider will deliver all Block Contract domiciliary care and support services in their respective Lot area. Care and support will be delivered in a way which seeks to focus the service on the quality of the intervention and the benefit it achieves, and not just on time and task. Promoting independence and reducing unnecessary dependence on services through an enabling and strengths -based approach, signpost people to access the resources available in our communities.

The contract will also have a focus on enhancing the workforce experience to improve the quality of care and the reliability of the service to meet demand. This will include a requirement to pay at real Living Wages for eligible staff and a common minimum travel expenses rate of 45p mile.

The South of Monmouthshire County has two primary towns (Caldicot and Chepstow) and number of smaller villages and rural areas. Block Contracts will be split across three geographical zones.

- **Lot 1:** Chepstow Town and Rural,
- **Lot 2:** Caldicot Town
- **Lot 3:** The Levels and Rural.

Indicative Hours at this stage are set out in the table below, please note these will change at award:

	Support Hours Per Lot								
	Lot 1: Chepstow Town and Rural			Lot 2: Caldicot Town & surrounds			Lot 3: The Levels and Rural		
	Zone A (Urban)	Zone B (rural)	Total	Zone A (urban)	Zone B (Urban)	Total	Zone A (Urban)	Zone B (rural)	Total
Hours	887	82	969	734	53	787	467	164	631
People	52	7	59	56	6	62	37	11	48

Successful providers will have guaranteed hours and will be expected to work with Monmouthshire County Council closely to maximise the use of hours, ensuring the people who need care and support in the south of Monmouthshire receive good quality care, in a timely and effective way.

Please see Appendix 08 – Service Specification for full details of the requirement.

2. SUMMARY OF KEY ITT DETAILS

	CONTRACT DETAILS
CONTRACT DESCRIPTION:	Long term care and support in the South of Monmouthshire to include the provision of personal care for older people, people with disabilities and mental health needs and people with dementia. The tender will comprise of three (3) block contracts, which will be the primary mechanism for the delivery of long-term domiciliary care and support in the South of the county.
PERIOD OF CONTRACT:	The contract(s) will be awarded for a fixed term of 4 years with the option to extend for a further 2 years, with a further option to extend for a further 2 years.
DATE/TIME FOR TENDER RETURN:	Tenders to be returned no later 12:00:00 Noon, Monday 9 th December 2024, via the PROACTIS portal. www.PROACTISplaza.com/SupplierPortal
PROCURING OFFICER:	Catherine Hocking, Commissioning & Procurement, Cardiff Council, County Hall, Cardiff, CF10 4UW All dialogue / correspondence during the tender process must be submitted via the PROACTIS portal. www.PROACTISplaza.com/SupplierPortal
SUBMISSION INSTRUCTIONS:	Tenders must be submitted via the e-tendering tool at www.PROACTISplaza.com/SupplierPortal no later than 12:00:00 Noon, Monday 9 th December 2024. Tenders may be submitted at any time before the closing date. Tenders received before this deadline will be retained unopened until the closing date. Paper copies will not be accepted; all tenders must be

	submitted online via the completion of the Opportunity in the PROACTIS portal. Failure to do so will render the response non-compliant and it may be rejected.
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3. PROCUREMENT TIMETABLE

3.1 The proposed Open Route procurement timetable is set out below. This is intended as a guide and whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any stage.

Stage	Date
Issue Contract Notice	Monday 21 st October 2024
Deadline for clarification questions from Tenderers via PROACTIS	Monday 11 th November 2024
Council's Responses to Clarification questions deadline	Monday 18 th November 2024
Closing date for submissions	Monday 9 th December 2024 at 12:00 Noon
Evaluation Period	Monday 9 th December 2024 – Thursday 30 th January 2025
Intention to Award Date	Friday, 31 st January 2025
Contract Award Date (following 10 calendar day standstill)	Monday 10 th February 2025
Implementation Period	Monday 10 th February 2025 – Friday 25 th April 2025
Contract Commencement	Monday 28 th April 2025

4. GUIDANCE ON COMPLETING THIS ITT

- 4.1 This tender process will be a two-stage process and will ask for both generic and specific information relating to your organisation and the business you wish to tender for.
- 4.2 The first stage – Selection Stage, will be assessed via completion of the mandatory requirement stage one sections within the Questionnaire tab of the Opportunity within the PROACTIS Portal.
- 4.3 Stage One – Selection Stage Pre – Qualification Questions (PQQ) are contained within the questionnaire tab of the Opportunity within the PROACTIS Portal. They are also attached in Word Format containing scoring guidance and are for information purposes only. The question set is attached within the Tender pack as ‘Appendix 02 - Pre-Qualification Questionnaire Scoring Guidance’.
- 4.4 Detailed instructions are provided within the questionnaire tab of the Opportunity within PROACTIS.
- 4.5 A project team will evaluate all tenders submitted for completeness and adherence to the mandatory requirements at Stage One. Failure to comply with the instructions or provide the information requested will invalidate the tender submission entirely.
- 4.6 Tenderers are required to confirm their capability to meet the Council’s mandatory requirements at Stage One. In order to do this the mandatory stage will be broken up into mandatory pass/ fail questions, and mandatory Scored questions as follows.

Section A - Background/Bidder information/Information Concerning the Economic Operator - Pass/ Fail section

Section B - Mandatory Grounds for Exclusion – Pass/Fail section

Section C - Discretionary Grounds for Exclusion – Pass/Fail section

Section D - Economic & Financial Standing - Scored section: 30%

Section E - Capacity & Capability - Pass/ Fail section

Section F - Management – Scored section: 10%

Section G - Equal Opportunities - Pass/ Fail section

Section H – Sustainability – Pass/Fail section

Section I – Health & Safety – Pass/Fail section

Section J - Service Delivery – Scored section: 60%

Suppliers that fail any of the Stage One mandatory ‘pass/ fail’ requirements will not be considered further.

Suppliers that fail to achieve a pass mark of 50% or higher within each of the Stage One Mandatory Scored Sections will not be considered further.

It is therefore imperative that you complete the information requested as fully and as accurately as possible.

- 4.7 Tenderers should note that failure to complete the mandatory section or failure to provide any of the required information may result in your tender being removed from the process.
- 4.8 Please note that (unless otherwise stated within PROACTIS) the following Evaluation Criteria will be applied to scored questions within Stage One.

Evaluation Scoring Criteria	Score
Excellent evidence has been submitted and information and/or supplementary documentation leave no doubt that all of the desired outcomes are likely to be exceeded substantially. It is evident that there will be significant added value incorporating aspects that are unique to this service provider.	10
Very clear evidence has been submitted and information and/or supplementary documentation are of a very high calibre indicating that the desired outcomes are likely to be exceeded. It is evident that there will be some added value.	7

Evaluation Scoring Criteria	Score
Adequate evidence has been submitted and information and/or supplementary documentation are of an adequate calibre indicating that the desired outcomes are likely to be achieved.	5
Some evidence has been submitted and information and/or supplementary documentation are of a barely adequate calibre indicating that the desired outcomes are unlikely to be met.	2
<p>No evidence has been submitted and any information and/or supplementary documentation are of an inadequate calibre indicating that the desired outcomes are very unlikely to be met.</p> <p>Or</p> <p>Either the question has not been answered or the answer given clearly does not provide a solution that would lead to the desired outcomes being achieved.</p>	0

- 4.9 All responses should be submitted specifically for and on behalf of your organisation and not for the group of companies, if you are part of such a group of companies.
- 4.10 If you are bidding as, or on behalf of a consortium, or as a lead contractor organisation working alongside sub-contractors, you should ensure that your answers make clear how you will ensure that services delivered by all of the organisations who are included in your bid meet the requirements and how consistency will be achieved.
- 4.11 The second stage – Award Stage will evaluate responses on the delivery of the requirements and will be evaluated via the completion of the following sections:
- Quality:** Outlined in a set of Method Statement Questions provided within PROACTIS and as an attachment at ‘Appendix 04 - Method Statement Questions’.
- Price:** To be provided through completion of the Pricing Schedule supplied at ‘Appendix 05 - Pricing Schedule’.
- 4.12 It is the applicant's responsibility to ensure that all information required is supplied and is accurate. Any changes that could affect any of the answers provided must be

notified to Monmouthshire County Council as soon as reasonably practicable.

- 4.13 In the event that Monmouthshire County Council enters into an Agreement, the answers provided will be binding upon the applicant and any misrepresentation within the answers provided may lead to termination of the Agreement.
- 4.14 The applicant has no claim against Monmouthshire County Council or any other organisation within the Welsh public sector for any cost or expenses incurred in completing this tender.

5. INSTRUCTIONS TO TENDERER

This Invitation to Tender (“ITT”) is issued to suppliers to tender (“Tenderers”) to Monmouthshire Council (the “Council”) for the provision of South Monmouthshire Domiciliary Care and Support – Block Contract (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

- 5.1. It is envisaged that a maximum of three (3) nominated suppliers will be appointed to deliver the Contracts, one nominated supplier per Lot. Monmouthshire Council reserves the right to appoint more than one supplier if it is considered beneficial.
- 5.2. The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.
- 5.3. These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all information asked for in the format and order specified. Any questions about the procurement should be submitted via the messages tab through the Opportunity on the PROACTIS Website.
- 5.4. Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the works and contractual obligations. These instructions constitute the “Conditions of Tender”. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Tender.
- 5.5. This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.
- 5.6. The Council reserves the right to amend, add to or withdraw all or any part of this ITT

at any time during the procurement exercise.

- 5.7. The Council reserves the right to award all, part or none of the business forming the subject matter of this procurement and to abandon, halt, postpone this procurement at any time. Under no circumstances will the Council incur any liability (including, but not limited to, liability as to costs) in respect of this procurement exercise, the abandonment of the same, or any documentation issued as part of this procurement exercise.
- 5.8. The Council shall not be committed to any course of action as a result of:
- issuing this ITT or any invitation to participate in this procurement exercise.
 - an invitation to submit any Response in respect of this procurement exercise.
 - communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
 - any other communication between the Council and any other party.
- 5.9. Tenderers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any Tender. Tenderers shall also accept and acknowledge that they tender at their own cost.
- 5.10. You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.
- 5.11. Further details of the Council's need under the Contract and other relevant information is provided in 'Appendix 07 – Specification' and 'Appendix 03 –Terms and Conditions'.
- 5.12. Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.
- 5.13. The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the

ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

- 5.14. Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
- 5.15. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
- 5.16. The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the contractual agreement.
- 5.17. This tender is being managed through the Council's e-tendering portal PROACTIS and all communication in respect of this tender will be managed through this system. You will be required to submit your tender through PROACTIS with your responses to the Method Statement being uploaded directly into PROACTIS.
- 5.18. If you have any questions or require any clarifications, please refer these through the PROACTIS portal.
- 5.19. Tenderers must ensure that any responses which you upload into PROACTIS must be in PDF format. Guidance to using PROACTIS is attached as "Instructions for Suppliers."

6. CONFIDENTIALITY

6.1 Subject to the exceptions referred to in paragraph 6.2, the contents of this ITT are being made available by the Council on condition that:

6.1.1 Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain.

6.1.2 Tenderers shall not disclose, copy, reproduce, distribute, or pass any of the Information to any other person at any time or allow any of these things to happen.

6.1.3 Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

6.1.4 Tenderers shall not undertake any publicity activity within any section of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

6.2 Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:

6.2.1 This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or

6.2.2 The Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of Information; or

6.2.3 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Agreement arising from it; or

6.2.4 The Tenderer is legally required to make such a disclosure.

6.3 In paragraphs 6.1 and 6.2 above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

6.4 The Council may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Council may make any of the Contract documents available for private inspection by its officers, employees, agents, or advisers. The Council also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act, as explained in paragraphs 7.1 to 7.3 below).

7. FREEDOM OF INFORMATION

- 7.1 The Council is subject to the Freedom of Information Act 2000 (“FOIA”) and The Environmental Information Regulations 2004 (“EIR”).
- 7.2 In accordance with the obligations and duties placed upon public authorities by the FOIA, the Council may, acting in accordance with the Secretary of State’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Tenderer to the Council.
- 7.3 In respect of any information submitted by a Tenderer that it considers to be commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) the Tenderer should:
- 7.3.1 Clearly identify such information as commercially sensitive.
 - 7.3.2 Explain the potential implications of disclosure of such information; and
 - 7.3.3 Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
- 7.4 Where a Tenderer identifies information as commercially sensitive, the Council will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Council may be required to disclose such information in accordance with the FOIA or the EIR. In particular, the Council is required to form an independent judgement concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Council cannot guarantee that any information marked ‘confidential’ or “commercially sensitive” will not be disclosed.
- 7.5 The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the FOIA or the EIR, however, the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the FOIA and/or the EIR or is to be disclosed in response to a request of information. The Council must make its decision

on disclosure in accordance with the provisions of the FOIA or the EIR and can only withhold information if it is covered by an exemption from disclosure under the FOIA or the EIR.

7.6 The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

(a) has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the FOIA or EIR where possible);

or

(b) does not fall into a category of information that is exempt from disclosure under the FOIA or EIR (for example, information is exempt if it constitutes a trade secret or if its disclosure, would be likely to, prejudice the commercial interests of any person);

and

(c) in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

7.7 Where a Tenderer receives a request for information under the FOIA or the EIR during the procurement process, this should be immediately passed on to the Council and the Tenderer should not attempt to answer the request without first consulting with the Council.

8. TENDER VALIDITY & CALL OFF PROCESS

- 8.1 Your Tender (including price) should remain for acceptance for the period of six months from the date of contract award. A tender valid for shorter period may be rejected.
- 8.2 The Council will approach the supplier that represents the most economically advantageous tender first to deliver the contract.
- 8.3 Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 8.4 The Council shall evaluate any Suppliers' proposals in accordance with the Award Criteria and the Customer's requirements as specifically stated in the specification. The contract must be awarded to the Supplier who has submitted the Most Economically Advantageous Tender.
- 8.5 It is the Tenderer's responsibility to ensure that all information required as detailed in PROACTIS is supplied and is accurate for submissions. Any changes that could affect any of the answers provided must be notified to City of Monmouthshire Council as soon as reasonably practicable and before the closing date.
- 8.6 Please note that if you are successful in your tender submission and prior to contract award the Council reserves the right to request sight of one, some or all of your relevant policies or procedures which you, the Tenderer, has made reference to in support of your tender submission.

9. CONDITIONS OF TENDER

- 9.1 Tenders may be submitted in the English or Welsh language. A tender for a contract submitted in Welsh will not be treated less favourably than a tender submitted in English (including, amongst other matters, in relation to the closing date for receiving tenders, and in relation to the time-scale for informing tenderers of decisions).
- 9.2 The Tender should not be qualified in any way.
- 9.3 Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 9.4 In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance or further information to be able to use the e-tendering process they must contact the Procuring Officer no later than 4 calendar days before the closing date for the Tender to enable any technical queries to be investigated and resolved.

10. CONTRACT DOCUMENTS

- 10.1 Any resulting Contract will consist of the Contract Particulars (to be completed), the Standard Terms and Conditions and any Special Terms and Conditions and will be subject to the laws of England and Wales.
- 10.2 Any contract award may be conditional on the Contract being approved in accordance with the Council's internal procedures and the Council being generally able to proceed and will allow the statutory standstill period of a minimum of 10 calendar days to elapse before sending confirmation of contract award to the successful Tenderer.

11. TENDER EVALUATION AND AWARD CRITERIA

- 11.1 The Council does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- 11.2 Each Tender will be checked initially for compliance with all requirements of the ITT.
- 11.3 Tenderers submissions will be evaluated on the basis of the most economically advantageous tender ("MEAT") using a set quality and price criteria based on the following weighting:

EVALUATION CRITERIA	WEIGHTING
QUALITY	60%
COST	40%

- 11.4 During the evaluation period, the Council reserves the right to seek clarification in writing from the Tenderers, to assist it in its consideration of their Tenders.
- 11.5 The Council may decide to interview Tenderers, to assist its tendering process, and Tenderers will be notified in due course.
- 11.6 Tenders will be evaluated to determine the most economically advantageous Tender in the following manner;
- Quality:** Tenderers must respond to the method statement questions within the Questions tab in PROACTIS and detailed in the Table 11.7 below.
- 11.7 The quality section will be broken down into the following method statement questions:

Method Statement Questions	Weighting %
<p>1. Please describe your proposed implementation plan/process to ensure that the contract commences successfully and on time. Consideration should be given to all processes required to ensure the contract is fully operational and in full accordance with the Specification from contract start date. Please ensure you include reference to the following areas as a minimum:</p> <ul style="list-style-type: none"> • TUPE • Establishing a registered base • Engagement with the people receiving the service and their family • Staff engagement • Engagement with incumbent providers • Professional services engagement e.g. care managers / OT's / GP's • Your Organisational Implementation plan • Building trust • Communication Strategy • Continuity of service during the transfer period <p>Maximum 4 sides of A4, Arial Font, Size 12 (weighting 15%)</p>	<p>15%</p>
<p>2. Please explain how you will operate the block contract in a way that meets the outcomes as set out in the service specification (Clause 2.10). In your response, please include the following:</p> <ul style="list-style-type: none"> - An enabling approach to care - Training and skills for your carers in this way of working - Outcome focused care - People receiving the services wishes and involvement - Partnership working with others including people receiving the service and their families. - Developing links with the community <p>Maximum 4 sides of A4, Arial Font, Size 12 (weighting 20%)</p>	<p>20%</p>
<p>3. Please describe the staffing team you will put in place to fulfil the requirements of the contract, you should detail how you will ensure your staff have the appropriate training, support and oversight to meet the needs and wants of individuals being</p>	<p>10%</p>

<p>cared for including those with dementia, disabilities or mental health needs.</p> <p>Maximum 2 sides of A4, Arial Font, Size 12 (<i>weighting 10%</i>)</p>	
<p>4. Recruitment and Retention of the workforce is a particularly challenging area currently facing the care sector. Recruiting staff in certain areas of South Monmouthshire can also be a particular challenge due to demographics and rurality.</p> <p>Please explain the steps that you will take as an organisation to successfully address this issue, you will need to refer to the following areas in your response:</p> <ul style="list-style-type: none"> • Staff recruitment & retention processes • Travel and subsistence policies and processes • Absence management (to include your health and wellbeing support arrangements). • Social Care Wales staff registration • Lone working support • Whistle blowing / complaints procedure <p>Maximum 2 sides of A4, Arial Font, Size 12 (<i>weighting 10%</i>)</p>	<p>10%</p>
<p>5. How will you ensure that people and their families, have the opportunity to build trusting relationships with a team of consistent carers and other staff? How will you ensure that carers work alongside the family in a way which promotes a feeling of teamwork.</p> <p><i>This question was developed in conjunction with people who use the service and their relatives and unpaid carers.</i></p> <p>Maximum 2 sides of A4, Arial Font, Size 12 (<i>weighting 10%</i>)</p>	<p>10%</p>
<p>6. Please provide a brief summary of your Business Continuity Plan which will provide a planned approach to continuity of</p>	

<p>care and support during the times of operational challenge. Your business continuity plan, should include but is not limited to reduced staffing capacity, poor weather, high levels of absence etc</p> <p>Maximum 1 side of A4, Arial Font, Size 12 (<i>weighting 5%</i>)</p>	<p>5%</p>
<p>7. The Social Partnership and Public Procurement (Wales) Act 2023 places a socially responsible procurement duty on all Welsh councils to seek to improve the economic, social, environmental, and cultural well-being of their area by carrying out public procurement in a socially responsible way. The aim is to maximise the positive outcomes and wellbeing of local people; influence local service provision; and add value and focus to what matters to people in a way that exceeds exclusively monetary value. This is about:</p> <ul style="list-style-type: none"> – enhancing health and wellbeing; – building safer communities; – maximising opportunities for fulfilling potential; – improving the physical environment; and – supporting local economies. <p>Describe what your organisation will bring to the contract that is outside of the scope of the service specification which will deliver added Community Wellbeing Benefits to the service. This should only relate to value added to the delivery of this contract and should not refer to other services delivered or funded from elsewhere.</p> <p>Maximum 2 sides of A4, Arial Font, Size 12 (<i>weighting 5%</i>)</p>	<p>5%</p>
<p>Lot Specific Questions</p> <p>The following questions (8 & 9) are Lot specific questions and must be answered for each separate Lot for which you are bidding. For example if you are bidding for all 3 Lots, you will need to answer question 8 and 9 for all three Lots i.e. a total of 6 responses. These</p>	

questions will be evaluated and scored independently for each Lot.	
<p>8. Please explain how you will ensure you have sufficient capacity to meet all the referral requirements of the service specification, within set response timeframes, including standard referrals, hospital discharge, emergency community response and referrals from Monmouthshire's reablement service.</p> <p>Please refer in your response to:</p> <ul style="list-style-type: none"> • The availability and processes of your planners, coordinators and any other back-office support functions. • Compliance with Hospital Discharges timescales for each of the Pathways (0,1 &3) • How would you respond to an urgent community response? • Transfer from Reablement services • Routine packages <p>Providers may want to consider the TUPE information provided to them when developing their response.</p> <p>Maximum 4 sides of A4, Arial Font, Size 12 (<i>weighting 15%</i>)</p>	15%
<p>9. Please explain how you will organise your staffing resources to meet the specific needs of the lot area e.g. geography, demographics and population (not an exhaustive list). In this question, we are looking for you to demonstrate your understanding of the local area and its specific challenges and how you will address these.</p> <p>Maximum 2 sides of A4, Arial Font, Size 12 (<i>weighting 10%</i>)</p>	10%
Total	100%

11.1 The following Evaluation Scoring Criteria will be applied to your responses to the

Method Statement questions as part of the evaluation process

Evaluation Scoring Criteria	Score
Excellent evidence has been submitted and information and/or supplementary documentation leave no doubt that all of the desired outcomes are likely to be exceeded substantially. It is evident that there will be significant added value incorporating aspects that are unique to this provider.	10
Very clear evidence has been submitted and information and/or supplementary documentation are of a very high calibre indicating that the desired outcomes are likely to be exceeded. It is evident that there will be some added value.	7
Adequate evidence has been submitted and information and/or supplementary documentation are of an adequate calibre indicating that the desired outcomes are likely to be achieved.	5
Some evidence has been submitted and information and/or supplementary documentation are of a barely adequate calibre indicating that the desired outcomes are unlikely to be met.	2
No evidence has been submitted and any information and/or supplementary documentation are of an inadequate calibre indicating that the desired outcomes are very unlikely to be met. Or Either the question has not been answered or the answer given clearly does not provide a solution that would lead to the desired outcomes being achieved.	0

11.2 Cost - Tenderers must complete '**Appendix 05 - Pricing Schedule**' in order to submit a bid for the services detailed within the tender. You must also complete **Appendix 06 – Urban Rate – Pricing Matrix** for all Lots you are bidding for, and **Appendix 07 – Rural Rate – Pricing Matrix**, if you are bidding for Lots 1 and 3.

11.3 Price submissions will be evaluated using the following Method;

The lowest price submission will be awarded the maximum available score and all other tenderers will be awarded a score relative to the lowest price bid submitted.

For the avoidance of doubt, the price submission will be evaluated using the following formula:

(Lowest hourly price submitted / price being evaluated) x 40% = price score for the supplier being evaluated.

- 11.11 The Rural rate and Urban rate provided for Lots 1 and 3 will be combined and the average lowest price will be awarded the maximum weighting allocated to Price i.e. 40%.
- 11.12 Each Lot will be evaluated separately. The evaluation team will combine the price and quality scores in order to determine which submission is the most economically advantageous tender (MEAT). Tenderers will be ranked based on the tenderers combined price and quality score.
- 11.13 Each Lot will be awarded to a different provider.

11.14 Please see below outlined Lotting Structure and example:

Each Lot shall be awarded their first ranked provider unless the provider has been ranked first in multiple Lots. In this instance, the providers preference within Appendix 05 – Pricing Schedule will be taken into account.

Once the first ranked provider has been awarded a Lot, their scores shall be removed from all other Lots.

The process above will be applied to all Lots, until all Lots have been allocated a Provider.

Example:

Supplier A has submitted a bid for Lots 1 & 2 and is the first ranked provider in both Lots. If their first choice is Lot 2, Supplier A will be awarded Lot 2.

Supplier B, who was the second ranked provider for Lot 1, has now become the highest ranked provider and will be awarded Lot 1.

In the circumstance that Supplier B is also the first ranked provider for Lot 3 and has chosen this Lot as their first choice, Supplier B will be awarded Lot 3 instead of Lot 1.

Lot 1 will then be awarded to Supplier C, who is the third ranked provider for Lot 1.

	Lot 1	Lot 2	Lot 3
Supplier A (Lot 2 – First Choice)	100%	100%	N/A
Supplier B (Lot 3 – First Choice)	90%	N/A	100%
Supplier C	80%	90%	80%

12. CONTACT DETAILS

- 12.1 Unless stated otherwise in these Instructions or in writing from the Council, all communications from Tenderers (including their sub-contractors, consortium members, consultants, and advisers) during the period of this procurement exercise must be dealt with in accordance with paragraph 5.3 above.
- 12.2 All communications should include the name, contact details and position of the person making the communication.
- 12.3 Other than the Procuring Officer(s) making responses through the electronic tendering portal, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
- 12.4 The procuring officer for this Tender is Catherine Hocking, Commissioning & Procurement, Cardiff Council, County Hall, Cardiff, CF10 4UW

All dialogue / correspondence during the tender process must be submitted via the PROACTIS portal. www.PROACTISplaza.com/SupplierPortal

13. PREPARATION OF TENDER

- 13.1 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Council, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers, or advisers in this process.
- 13.2 Tenderers are required to complete and provide all information required by the Council in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead the Council to reject a Tender Response.
- 13.3 The Council relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 13.4 Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Tenders and the works, services and/or goods which are the subject matter of this ITT, without reliance upon any opinion or other information provided by the Council or their advisers and representatives. Tenderers should notify the Council promptly of any perceived ambiguity, inconsistency, or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

14. SUBMISSION OF TENDERS

- 14.1 The Tender must be submitted in the form specified in the Form of Tender instructions. Failure to do so may render the response non-compliant and it may be rejected.
- 14.2 The Council may at its own absolute discretion extend the closing date and the time for receipt of Tenders specified in this ITT.
- 14.3 Any extension granted under paragraph 14.2 will apply to all Tenderers.
- 14.4 Tenderers must submit all documentation for this procurement electronically via the PROACTIS procurement portal.
- 14.5 The Tender may be submitted in the Welsh or English Language. A tender for a contract submitted in Welsh will not be treated less favourably than a tender submitted in English (including, amongst other matters, in relation to the closing date for receiving tenders, and in relation to the timescale for informing tenderers of decisions).
- 14.6 Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
- 14.7 Tenders are to be submitted via the PROACTIS website by no later than 12:00:00 GMT on Monday, 9th December 2024 (**“the Deadline”**).
- 14.8 Tenders will be received any time up to the deadline stated above. Tenders received before this deadline will be unopened until the opening date.
- 14.9 The Council does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

15. CANVASSING

- 15.1 Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Council or its members concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee, or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

16. DISCLAIMERS

- 16.1 Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.
- 16.2 Neither the Council or its advisors, nor their respective directors, officers, members, partners, employees, other staff, or agents:
- (a) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or any information contained or referred to in it; or
 - (b) accepts any responsibility for the information contained or referred to in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 16.3 Any persons considering making a decision to enter into contractual relationships with the Council following receipt of the ITT should make their own investigations and their own independent assessment of the Council and its requirements for the works and should seek their own professional financial and legal advice. For the avoidance of doubt, the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with paragraphs 12.1-12.3 of this Invitation to Tender.
- 16.4 Any resulting Contract will consist of the Contract Particulars (to be completed) and the Terms and Conditions and will be subject to the laws of England and Wales (as applied in Wales).

17. COLLUSIVE BEHAVIOUR

17.1 Any Tenderer who:

- (a) fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- (b) communicates to any party other than the Council the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
- (c) enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- (d) enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- (e) offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, shall (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

18. TUPE

All Tenderers are required to note that the award of a contract to the successful Tenderer is likely to result in a transfer pursuant to The Transfer of Undertakings (Protection of Employment) Regulations 2006 (the “Regulations”) with the effect that all employees engaged in the performance of the Services will transfer to the successful Tenderer on the Commencement Date. The Council further recognises that when the Contract terminates, the employees employed by the successful Tenderer in the performance of the Services will be likely to transfer onwards pursuant to the Regulations.

The Council further recognises that The Transfer of Employment (Pension Protection) Regulations 2005 (“the Pension Protection Regulations”) may apply.

Details of the existing employees have been provided by the existing service provider(s) and is attached on PROACTIS in a separate folder titled ‘TUPE Information’. The TUPE information for each Lot is clearly named with the Lot number to which it applies to. The Council has not verified the information within this folder and Tenderers are advised to ensure that their pricing has taken account of the impact, if any, of the Regulations and the Pension Protection Regulations.

It is Monmouthshire County Council’s understanding that among the workforce which may transfer under TUPE, there are migrant workers working under a sponsorship licence, for which new service providers need to obtain their own independent legal advice and conduct their own due diligence with outgoing providers in the event that they are awarded a contract.

Monmouthshire County Council hold no liability for the TUPE data provided.

19. LIST OF APPENDICES

Please see below list of appendices. These documents can be located within the General tab of the PROACTIS project.

Appendix 02 - Pre-Qualification Questionnaire Scoring Guidance

Appendix 03 - Terms and Conditions

Appendix 04 - Method Statement Questions (please note that these questions are embedded within the PROACTIS project and responses must be uploaded within the PROACTIS project)

Appendix 05 – Pricing Schedule

Appendix 06 – Urban Rate – Pricing Matrix

Appendix 07 – Rural Rate – Pricing Matrix

Appendix 08 - Service Specification

Appendix 09 - Form of Tender

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CONFIDENTIAL

MONMOUTHSHIRE COUNTY COUNCIL

South Monmouthshire Domiciliary Care and Support – Block Contracts

PRE-QUALIFICATION QUESTIONNAIRE GUIDANCE

Tender Return Date: Monday 9th December 2024

Scope of this Procurement

The contract term awarded will be for a period of four (4) years with an option to extend for a period of a further two (2) years, with a further option to extend for a further two (2) years.

It is intended that the Contract will commence on the 28th of April 2025.

Proposed Indicative Timetable

Stage	Date
Issue Contract Notice	Monday 21 st October 2024
Deadline for clarification questions from bidders via Proactis	Monday 11 th November 2024
Council's Responses to Clarification questions deadline	Monday 18 th November 2024
Closing date for submissions	Monday 9 th December 2024
Evaluation Period	Monday 9 th December 2024 – Thursday 30 th January 2025
Intention to Award Date	Friday 31 st January 2025
Contract Award Date (following 10 calendar day standstill)	Monday 10 th February 2025
Implementation Period	Monday 10 th February 2025 – Friday 25 th April 2025
Contract Commencement	Monday 28 th April 2025

Procurement Process

The PQQ represents the first part of a two-stage selection and award tender process.

For each section of the PQQ, evaluation weightings will be as follows:

Section A - Background/Bidder information/Information Concerning the Economic Operator - Pass/ Fail section

Section B - Mandatory Grounds for Exclusion – Pass/Fail section

Section C - Discretionary Grounds for Exclusion – Pass/Fail section

Section D - Economic & Financial Standing - Scored section: 30%

Section E - Capacity & Capability - Pass/ Fail section

Section F - Management – Scored section: 10%

Section G - Equal Opportunities - Pass/ Fail section

Section H – Sustainability – Pass/Fail section

Section I – Health & Safety – Pass/Fail section

Section J - Service Delivery – Scored section: 60%

Please Note that the threshold score for the PQQ stage is 50% in each of the scored sections

Suppliers who fail to meet the threshold score of 50% in each section, will not have their Method Statement questions evaluated

Suppliers who fail a 'Pass/ Fail' question, will not have their Method Statement questions evaluated

It is the applicant's responsibility to ensure that all information required is supplied and accurate. Any changes that could affect any of the answers contained within this questionnaire must be notified to Monmouthshire Council as soon as reasonably practicable.

In the event that Monmouthshire Council enters into an Agreement, the answers contained in this questionnaire will be binding upon the applicant and any misrepresentation within this questionnaire may lead to termination of the Agreement.

The applicant has no claim against Monmouthshire Council or any other organisation within the Welsh public sector for any cost or expenses incurred in completing this questionnaire.

Confidentiality

By receiving this PQQ, bidders agree to keep confidential the information contained in it or made available in connection with any further enquiries or provided during the course of the procurement process.

Freedom of Information Act 2000

Bidders are requested to specify with reasons if anything contained in its PQQ is confidential. Monmouthshire Council will use reasonable endeavours to keep such information confidential but does not guarantee to do so if it is obliged to disclose such information pursuant to its duties under the Freedom of Information Act 2000.

Sub-Contracting, Partnership and Consortia Arrangements

Monmouthshire Council is willing to consider proposals from providers wishing to enter consortia, partnership, or sub-contracting arrangements to meet the requirements of their bid. The Council does, in consideration of such arrangements, reserve the right to approve any partner or sub-contracting organisation prior to the award of contracts.

The Council in approving any consortia, sub-contracting or partnership arrangement confirms that:

- a) Payments from the Council for all services delivered will be made to the lead provider only.
- b) It will remain the responsibility of the lead provider to reimburse any consortia, partner or subcontracted organisation for services provided within this contract.
- c) It will remain the responsibility of the lead provider to monitor the performance of any consortia, sub-contracting or partner organisation and be responsible for ensuring compliance with the requirements of the Council.
- d) The Council reserves the right to monitor and make recommendations to both the lead provider, consortia member, sub-contracted or partner organisations concerning any required improvements in service delivery, or areas of identified good practice.
- e) It remains the responsibility of the lead contracted provider to ensure that any consortia member, sub-contracted or partner organisation complies with all aspect of the requirements of the Council.

Question Set & Scoring Guidance:

Question Number	Section A – Background/Bidder information/Information Concerning the Economic Operator	Answer Type	Guidance
2.01	Name:	Text	
2.02	Are you Vat Registered?	Yes/No	
2.03	Vat -number if applicable: If no VAT- number is applicable, please indicate another national identification number, if required and applicable "	Text	This information is for verification only but Monmouthshire Council may exclude you if you provide incorrect information. If you are not registered for VAT this will not necessarily, preclude you from bidding. If you are bidding as, or on behalf of, a consortium, you should either provide the lead member's details here, or state that, if selected, the body will register and comply with relevant VAT legislation.
2.04	Postal Address:	Text	
2.05	Contact person or persons: Job Title/s: Telephone: E-mail Internet address (web address) (If applicable):	Text	Please repeat the information concerning contact persons as many times as needed.
2.06	Are you registered with the Care Inspectorate Wales (CIW) or any subsequent body or regulatory body that regulates and inspects this service type?	Yes/No	

2.07	If yes, please provide Care Inspectorate Wales (CIW) registration number.	Text	The Provider must be registered with the CIW or work towards registration before the commencement of the contract and for the duration of the contract and be fully compliant with the Regulations and Inspection of Social Care (Wales) Act 2016 (RISCA) and all other relevant legislation, regulations and amendments. If for any reason the Provider is not able to register with the CIW or loses their registration, then the Provider will not be able to hold a contract with Monmouthshire Council.
2.08	Are you a Small, Medium or Micro Enterprise (SME)?	Yes/No	For Information only
2.09	Please state whether you fall within one of these relevant classifications, and if so which one: a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual		See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ Sheltered workshops can also be known as Supported Businesses.

2.10	Is your organisation (please indicate the option that applies): i) a public limited company ii) a limited company iii) a limited liability partnership (LLP) iv) other partnership v) a sole trader vi) a consortium/consortium vii) other (please specify).	Text	This information will be used for identification purposes only Monmouthshire Council may exclude you if you provide incorrect information. If you are bidding as, or on behalf of, a consortium/consortium, please select this option and describe your organisation as requested.
2.11	Please provide your company or LLP registration number (if applicable).	Text	This information will be used for identification purposes only but Monmouthshire Council may exclude you if you provide incorrect information. If you are bidding as, or on behalf of, a consortium/consortium, please select this option and describe your organisation as requested.
2.12	Are you bidding as the lead contact for a group of economic operators?	Yes/No	<p>This information will be used for identification purposes only but Monmouthshire Council may exclude you if you provide incorrect information. If you are bidding as, or on behalf of, a consortium, please select this option and describe your organisation as requested. Notably as part of a group, consortium, joint venture, similar.</p> <p>If yes, please ensure that the others economic operators provide a completed ESPD form (Excel format) which is available upon request. "</p>

2.13	<p>If you have answered "Yes" to the previous question and your organisation is a consortium/consortium please provide the following information (if not, please state Not Applicable):</p> <p>i) Company names and registration numbers (if applicable), of all consortium/consortium members</p> <p>ii) The lead member of the consortium/consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created)</p> <p>iii) If the consortium/consortium is not proposing to form a legal entity please give details of the proposed arrangements.</p>	Text	<p>This information will be used for identification purposes only but Monmouthshire Council may exclude you if you provide incorrect information if you are bidding as, or on behalf of, a consortium.</p>
2.14	<p>What are the main business activities of your organisation or consortium? Please limit your answer to a brief summary.</p>	Text	<p>This answer will not be evaluated but will be used by Monmouthshire Council to understand what goods and services your organisation provides. The answer to this question will not be used by buyers as part of a procurement exercise. Any evidence demonstrating your suitability to tender should be covered in your answers to other questions.</p>
2.15	<p>Are you or, if applicable, the group of economic operators proposing to use sub-contractors?</p>	Yes/No/N/A	<p>If yes, please provide information about the consortiums procedures and policies about vetting sub-contracts along with term and conditions you will enforce with the subcontractor i.e. payment terms etc.</p> <p>Monmouthshire Council may only select a bidding organisation to tender if all relevant personnel are registered or able to prove their competence in some form of appropriate way.</p>

	Section B – Mandatory Grounds for Exclusion		
3.01	<p>Has the economic operator been found guilty of:</p> <p>(a) serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.</p> <p>(b) It has withheld such information</p> <p>(c) It has been able, without delay, to submit the supporting documents required by a contracting authority or contracting entity, and</p> <p>(d) It has unduly influenced the decision making process of the contracting authority or contracting entity, to obtain confidential information that may consider upon it undue advantages in the procurement procedure or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection, or award?</p>	Yes/ No	<p>Monmouthshire Council will not select you to tender if any of the mandatory grounds for exclusion apply. Monmouthshire Council may make its own checks and will require you to provide a record of convictions by responding to question.</p>
3.02	<p>Has the bidder been found to be guilty of a participation offence as defined by section 45 of the Serious Crime Act 2015</p> <p>Conspiracy within the meaning of</p> <ul style="list-style-type: none"> - section 1 or 1A of the Criminal Law Act 1977 or - article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 <p>where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime?</p>	Yes/ No	<p>Monmouthshire Council will not select you to tender if any of the mandatory grounds for exclusion are applicable. You should check the full text of the Serious Crime Act 2015 and take legal advice where appropriate. Monmouthshire Council may make its own checks and will require you to provide a record of convictions by responding to question. http://www.legislation.gov.uk/ukpga/2015/9/contents/enacted . If "Yes", please provide further details. These details will be used to decide whether the conviction disclosed is one of the types listed in which requires you to be excluded. If such a conviction exists, your organisation will be automatically excluded. The measures you have taken will also be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.</p>

3.03	<p>Has the bidder been found guilty of Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;</p> <p>The common law offence of bribery;</p> <p>Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983.</p>	Yes/ No	<p>Monmouthshire Council will not select you to tender if any of the mandatory grounds for exclusion apply. You should check the full text of the Public Bodies Corrupt Practices Act 1889 and section 1 of the Prevention of Corruption Act 1906 and take legal advice where appropriate. Monmouthshire Council may make its own checks and will require you to provide a record of convictions by responding to question.</p> <p>Public Bodies Corrupt Practices Act 1889 http://www.legislation.gov.uk/ukpga/Vict/52-53/69/contents/enacted</p> <p>Prevention of Corruption Act 1906 http://www.legislation.gov.uk/ukpga/Edw7/6/34/introduction</p> <p>Bribery Act 2010 http://www.legislation.gov.uk/ukpga/2010/23/contents</p> <p>Representation of the People Act 1983 http://www.legislation.gov.uk/ukpga/1983/2</p>
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3.04	<p>Has the bidder been found guilty of any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:</p> <ul style="list-style-type: none"> ● the common law offence of cheating the Revenue; ● the common law offence of conspiracy to defraud; ● fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; ● fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; ● fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; ● an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; ● destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; ● fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; ● the possession of articles for use in frauds 	Yes/ No	<p>Monmouthshire Council will not select you to tender if any of the mandatory grounds for exclusion apply. You should check the full text of the acts/laws and take legal advice where appropriate. Monmouthshire Council may make its own checks and will require you to provide a record of convictions by responding to question.</p> <p>If "Yes" Please provide further details. These details will be used to decide whether the conviction disclosed is one of the types listed which requires you to be excluded. If such a conviction exists, your organisation will be automatically excluded. The measures you have taken will also be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.</p>
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	within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
3.05	<p>Has the bidder been found guilty of any offence:</p> <ul style="list-style-type: none"> - listed in section 41 of the Counter Terrorism Act 2008; - listed in schedule 2 to that Act where the court has determined that there is a terrorist connection; - under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points; 	Yes/ No	<p>Monmouthshire Council will not select you to tender if any of the mandatory grounds for exclusion apply. You should check the full text of the acts/laws and take legal advice where appropriate. Monmouthshire Council may make its own checks and will require you to provide a record of convictions by responding to question.</p>

3.06	<p>Has the bidder been found guilty of money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;</p> <p>An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996</p>	Yes/ No	<p>Monmouthshire Council will not select you to tender if any of the mandatory grounds for exclusion apply. You should check the full text of the acts/laws and take legal advice where appropriate. Monmouthshire Council may make its own checks and will require you to provide a record of convictions by responding to question.</p> <p>If "Yes Please provide further details. These details will be used to decide whether the conviction disclosed is one of the types listed which requires you to be excluded. If such a conviction exists, your organisation will be automatically excluded unless you can demonstrate evidence of your acceptability despite the existence of these grounds for exclusion. The measures you have taken will also be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.</p>
3.07	<p>Has the bidder been found guilty of:</p> <ul style="list-style-type: none"> - An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; - An offence under section 59A of the Sexual Offences Act 2003 - An offence under section 71 of the Coroners and Justice Act 2009; - An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994 - An offence under section 2 or section 4 of the Modern Slavery Act 2015" 	Yes/ No	<p>Monmouthshire Council will not select you to tender if any of the mandatory grounds for exclusion apply. You should check the full text of the acts/laws and take legal advice where appropriate. Monmouthshire Council may make its own checks and will require you to provide a record of convictions by responding to question.</p> <p>If "Yes"" Please provide further details. These details will be used to decide whether the conviction disclosed is one of the types listed which requires you to be excluded. If such a conviction exists, your organisation will be automatically excluded. The measures you have taken will also be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.</p>

3.08	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes/ No	Please provide further detail in relation to the response you have selected. For further details see: https://www.gov.uk/government/publications/transparency-in-supply-chains-a-practical-guide http://www.legislation.gov.uk/ukpga/2015/30/section/54/enacted
3.09	The Modern Slavery Act 2015 only applies to suppliers who have over £36m. For companies below this threshold please confirm that you are aware of your obligation under the Code of Practice: Ethical Employment in Supply Chains, and if successful would you be willing to sign up to the Ethical Code of Practice.	Yes/ No	Monmouthshire Council will only select you if you are aware of your obligations under the Code of Practice: Ethical Employment in Supply Chains. If you are bidding on behalf of a consortium, please include data from all consortium members. Only select "Yes" if this applies to all consortium members Code of Practice: Ethical Employment in Supply Chains: https://gov.wales/topics/improvementservices/bettervm/code-of-practice/?lang=en
3.10	Are you subject to the following: Any ongoing investigations or charges in relation to modern slavery and/or human rights abuses. Aware of any ongoing investigations or charges within your supply chain in relation to modern slavery and/or human rights abuses.	Yes/ No	Monmouthshire Council will only select you if you confirm that you are not subject to any ongoing investigations or charges in relation to modern slavery and/or human rights abuses. If you are bidding on behalf of a consortium, please include data from all consortium members. Pass = No Fail = Yes
3.11	If you have answered "Yes" to any of the previous questions, please provide further details. These details will be used to decide whether the conviction disclosed is one of the	Text	

	<p>types listed in which requires you to be excluded. If such a conviction exists, your organisation will be automatically excluded. The measures you have taken will also be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.</p> <p>If you have answered "No" to the above questions please mark N/A</p>		
3.12	<p>Regulation 57(3) - Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of the following:</p> <p>Its obligations related to the payment of social security contributions.</p> <p>Its obligations related to the payment of tax.</p>	Yes/ No	<p>Monmouthshire Council will use this information to determine whether the mandatory grounds for exclusion apply to your organisation. If such grounds apply, your organisation will be automatically excluded. This would include adequate evidence of 'self-cleaning' (see Regulation 57 (13)- (17)). The measures you have taken will also be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. These details will be used to decide whether the conviction disclosed is one of the types listed in Regulation 57 which requires you to be excluded. If such a conviction exists, your organisation will be automatically excluded.</p>
3.13	If 'Yes' please provide further details.	Text	

3.14	Regulation 57(3) - Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of social security contributions?	Yes/ No	Monmouthshire Council will use this information to determine whether the mandatory grounds for exclusion apply to your organisation. If such grounds apply, your organisation will be automatically excluded . This would include adequate evidence of 'self-cleaning' (see Regulation 57 (13)- (17)). The measures you have taken will also be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. These details will be used to decide whether the conviction disclosed is one of the types listed in Regulation 57 which requires you to be excluded. If such a conviction exists, your organisation will be automatically excluded.
3.15	If 'Yes' please provide further details.	Text	
3.16	Have any of your organisation's tax returns submitted on or after 1 October 2015 a) Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion; or b) Been found to be incorrect as a result of: • HMRC successfully challenging your organisation under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or • a tax authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the "Halifax" abuse principle; or • the failure of an avoidance scheme in which your organisation was involved and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which your organisation is established.	Yes/ No	Monmouthshire Council may deem you ineligible to tender if any of these grounds for exclusion apply. If you are bidding as, or on behalf of, a consortium, you should check with all members of the consortium whether or not these grounds for exclusion apply. Select "Yes" if these grounds apply to any consortium member.

3.17	<p>If you have answered "yes" to the above question, please provide details of any mitigating factors that you consider relevant and that you wish the Authority to take into consideration. This could include, for example:</p> <ul style="list-style-type: none"> • Corrective action undertaken to date; • Planned corrective action to be taken; • Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or • Changes in financial, accounting, audit or management procedures since the OONC. 	Text	<p>In order that Monmouthshire Council can consider any factors raised, the following information should be provided:</p> <ul style="list-style-type: none"> • A brief description of the occasion, the tax to which it applied, and the type of "non-compliance" e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the "Halifax" abuse principle etc. • Where the OONC relates to a DOTAS, the number of the relevant scheme. • The date of the original "non-compliance" and the date of any judgement, or date when the return was amended. • The level of any penalty or criminal conviction applied.
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	Section C – Discretionary Grounds for Exclusion		
4.01	Has your organisation had a contract cancelled, or not renewed, for breach of contract or failure to meet requirements within the last three years?	Yes/ No	Monmouthshire Council may use this information to determine whether you have a record of successful delivery of contracts. If you answer "yes" to this question and fail to provide convincing evidence that you have taken appropriate action to ensure the problems will not be repeated you may not be selected to tender. If you are bidding as, or on behalf of, a consortium, you should provide details for all consortium members. Select "Yes" if this applies to any consortium member.
4.02	Has the bidder, to its knowledge, breached its obligations in the following fields: Environmental law Social law Labour law	Yes/ No	Monmouthshire Council may exclude you from participation in a procurement procedure if, having investigated the circumstances, any of these grounds for exclusion is found to apply. For further details see: http://www.legislation.gov.uk/ukxi/2015/102/pdfs/ukxi_20150102_en.pdf If your response to the question is yes, within the Text provided please provide additional information.
4.03	Is the bidder in any of the following situations: <ul style="list-style-type: none"> • Bankrupt • Subject of insolvency or winding-up proceedings • In a situation that its assets are being administered by a liquidator or by the court • In an arrangement with creditors • In a situation that its business activities are suspended • In any analogous situation arising from a similar procedure under national laws and regulations • Guilty of grave professional misconduct 	Yes/ No	Monmouthshire Council may exclude you from participation in a procurement procedure if, having investigated the circumstances, any of these grounds for exclusion is found to apply. For further details see: http://www.legislation.gov.uk/ukxi/2015/102/pdfs/ukxi_20150102_en.pdf

4.04	Has the bidder entered into agreements with other economic operators aimed at distorting competition?	Yes/ No	Monmouthshire Council may exclude you from participation in a procurement procedure if, having investigated the circumstances, any of these grounds for exclusion is found to apply. For further details see: http://www.legislation.gov.uk/uksi/2015/102/pdfs/uksi_20150102_en.pdf
4.05	Is the bidder aware of any conflict of interest within the meaning of Regulation 24 due to the participation in the procurement procedure?	Yes/ No	Monmouthshire Council may not select a bidding organisation to tender without first having taken steps to avoid or mitigate any conflicts of interest. NOTE: In the event that you fail to declare a potential conflict of interest Monmouthshire Council may cancel any contract awarded. For further details see: http://www.legislation.gov.uk/uksi/2015/102/pdfs/uksi_20150102_en.pdf
4.06	Has the bidder or an undertaking related to it advised the organisation or contracting entity or otherwise been involved in the preparation of the procurement procedure?	Yes/ No	Monmouthshire Council may not select a bidding organisation to tender without first having taken steps to avoid or mitigate any conflicts of interest. NOTE: In the event that you fail to declare a potential conflict of interest Monmouthshire Council may cancel any contract awarded. For further details see: http://www.legislation.gov.uk/uksi/2015/102/pdfs/uksi_20150102_en.pdf
4.07	Has the bidder shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes/ No	Monmouthshire Council may exclude you from participation in a procurement procedure if, having investigated the circumstances, any of these grounds for exclusion is found to apply. For further details see: http://www.legislation.gov.uk/uksi/2015/102/pdfs/uksi_20150102_en.pdf

4.08	Have you, or has your organisation, been found to have employed the practice of 'blacklisting' in the last three years?	Yes/ No	If you or your organisation has used or run prohibited lists within the last 3 years, as defined in The Employment Relations Act 1999 (Blacklists) Regulations 2010, you must disclose this. Monmouthshire Council may deem you ineligible to tender unless you can demonstrate adequate evidence of 'self-cleaning' (see Regulation 57 (13)- (17)). The measures you have taken will also be evaluated taking into account the gravity and particular circumstances of the misconduct.
4.09	Is the bidder or has the bidder done the following: 1) Guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria. 2) Withheld such information. 3) Cannot submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015. 4) Influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes/ No	Monmouthshire Council may exclude you from participation in a procurement procedure if, having investigated the circumstances, any of these grounds for exclusion is found to apply. For further details see: http://www.legislation.gov.uk/uksi/2015/102/pdfs/uksi_20150102_en.pdf
4.10	If you have responded "Yes" to any of the questions above, within the textbox provided please provide additional information. (For more information please see the guidance provided). If you have responded "No" to all the questions above please input "N/A"	Text	

	Section D - Economic & Financial Standing	Criteria Weighting 30%	
5.01	If you have indicated in the questionnaire that you are part of a wider group or your organisation is a consortium/economic group, please provide further details. If you are not part of a wider group please response "N/A"	Text	If “Yes” please provide details of all known parties involved along with highlighting any financial or economic issues that may affect this tender procurement.

5.02	Please provide your Dun & Bradstreet (DUNS) registration number. If you are not currently registered you must obtain a free DUNS number for your business by visiting http://www.dnb.co.uk/Forms/DUNS_Request.asp .	Text	<p>Your DUNS number to be used by Monmouthshire Council to obtain a Dun & Bradstreet Financial Risk Indicator, the level of which will be scored as follows.</p> <p>Risk Rating of: Approved rating 1-2 – 10% Approved rating 3-4 – 7% Approved rating 5-6 - 5% Approved rating 7-9 – 2%</p> <p>This question is weighted 10%</p>
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5.03	If you do not have a DUNS number already, please confirm that you have requested one.	Text	You must either have a DUNS number or have requested a DUNS number in order to bid. If the Contracting Authority intends to use the DUNS number to obtain a "failure score", or use a different credit reference agency to obtain a third-party analysis of your financial strength this will be made clear, along with any thresholds set.
5.04	<p>Has your organisation been *profitable in each of the last two financial years?</p> <p>* Your profitability is defined as Earnings Before Interest and Tax (EBIT).</p> <p>Please note if you are successful you must be in a position to provide evidence if required, without delay, to confirm this prior to contract award. If you are bidding as, or on behalf of a consortium your profitability should take account of all consortium/consortium members and if successful you will be required to explain how you have arrived at your answer.</p>	<p>Select Options</p> <p>Profit both years</p> <p>Profit one year</p> <p>No profit</p>	<p>Monmouthshire Council may not select you to tender if you have not been profitable in any of the last two financial years. Monmouthshire Council may make an exception if you can explain why these losses should not be seen as representing a significant risk to your financial stability.</p> <p>This question is weighted 10%</p> <p>Profit both years – 10%</p> <p>Profit one year - 5%</p> <p>No profit - 0</p>
5.05	<p>If your organisation was not profitable in either of the last two financial years (i.e. reported a negative EBIT) please explain why, and provide evidence of how your organisation will be able to continue trading.</p> <p>Details you may like to provide include:</p> <ul style="list-style-type: none"> • Explanation of why the reported EBIT is affected by exceptional items e.g. changes to accounting practice • Projected profit / loss 	File Upload	

	<ul style="list-style-type: none"> • Availability of assets to meet continued loss • Projected cash flow 		
5.06	<p>Please provide your acid test ratio for each of the last two financial years. This ratio must be calculated from your last two sets of audited accounts. If you do not have audited accounts provide the ratio from your last two sets of year end accounts. The ratio is defined as:</p> $\text{Acid Ratio} = \frac{\text{Cash} + \text{Accounts Receivable} + \text{Short Term Investments}}{\text{Current Liabilities}}$ <p>If you are bidding on behalf of a consortium your answer should comprise an aggregate figure (sum of current assets divided by sum of liabilities) from all consortium members.</p>	Text	<p>Monmouthshire Council may only select a bidding organisation to tender if it has an acceptable Acid-test ratio. NB: If your organisation is a charity or third sector organisation where funds are divided into Restricted and Unrestricted categories you may need to omit Restricted assets from your calculation.</p> <p>Acid Ratio of 1 or above = 10% Acid Ratio of 0.90 - 0.99 = 8% Acid Ratio of 0.80 - 0.89 = 6% Acid Ratio of 0.70 - 0.79 = 4% Acid Ratio of 0.60 - 0.69 = 2% Acid Ratio below 0.59 = 0</p> <p>This question is weighted 10%</p>
5.07	Please also identify the data source for the Acid-test ratio calculation so that your calculation can be validated from publicly-available data where possible.	Text	

5.08	If your organisation is a wholly-owned subsidiary or a larger trading or holding company provide the registration number of the parent company. Provide this information for all members of a consortium where you are bidding as a consortium.	Text	This information may be used by Monmouthshire Council or a third party in order to analyse your financial strength. Monmouthshire Councils should give as much information as possible about the sources of information used and methodology applied. Accounts should be provided in English unless Monmouthshire Council has stipulated that they can be submitted in Welsh. Please ZIP documents together where necessary. NOTE: you will be notified of any thresholds or tests to be applied to the accounts. Monmouthshire Council reserve the right to decide which member to examine.
5.09	If your organisation is a wholly-owned subsidiary or a larger trading or holding company provide accounts for the parent company for the two most recently-completed financial years. If possible, submit audited accounts. Provide this information for all members of a consortium where you are bidding as a consortium.	File Upload	This information may be used by Monmouthshire Council or a third party in order to analyse your financial strength. Monmouthshire Council should give as much information as possible about the sources of information used and methodology applied. Accounts should be provided in English unless Monmouthshire Council has stipulated that they can be submitted in Welsh. Please ZIP documents together where necessary. NOTE: you will be notified of any thresholds or tests to be applied to the accounts.
5.10	Please provide accounts for the most recently completed two financial years. If possible, submit audited accounts. Provide this information for all members of a consortium where you are bidding as a consortium.	File Upload	This information may be used by Monmouthshire Council or a third party in order to analyse your financial strength. Monmouthshire Council should give as much information as possible about the sources of information used and methodology applied. Accounts should be provided in English unless Monmouthshire Council has stipulated that they can be submitted in Welsh. Please ZIP documents together where necessary. NOTE: you will be notified of any thresholds or tests to be applied to the accounts. If you are unable to submit audited accounts, please explain why audited accounts are not available.

5.11	If you are unable to submit audited accounts, please explain why audited accounts are not available.	Text	This information may be used by Monmouthshire Council or a third party in order to analyse your financial strength. The buyers should give as much information as possible about the sources of information used and methodology applied. Accounts should be provided in English unless Monmouthshire Council has stipulated that they can be submitted in Welsh. Please ZIP documents together where necessary. NOTE: you will be notified of any thresholds or tests to be applied to the accounts.
5.12	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of Employer's (Compulsory) Liability Insurance cover indicated below: £10,000,000.00	Yes/No	It is a condition of contract / framework participation that if successful you must have insurance at the following levels. Public liability £10m, Employers liability £10m, Professional Indemnity £5m. NB. It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £10 million as a minimum. Please note this requirement is not applicable to Sole Traders. Failure to evidence that these insurances are in place at the point of award will result in the immediate termination of the contract / framework. Failure to maintain the required insurance through the life of the framework / contract will also result in immediate termination of the contract / framework.

5.13	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of Public Liability Insurance cover indicated below: £10,000,000.00	Yes/No	It is a condition of contract / framework participation that if successful you must have insurance at the following levels. Public liability £10m, Employers liability £10m, Professional Indemnity £5m. NB. It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £10 million as a minimum. Please note this requirement is not applicable to Sole Traders. Failure to evidence that these insurances are in place at the point of award will result in the immediate termination of the contract / framework. Failure to maintain the required insurance through the life of the framework / contract will also result in immediate termination of the contract / framework.
5.14	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of Professional Indemnity Insurance cover indicated below: £5,000,000.00	Yes/No	It is a condition of contract / framework participation that if successful you must have insurance at the following levels. Public liability £10m, Employers liability £10m, Professional Indemnity £5m. NB. It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £10 million as a minimum. Please note this requirement is not applicable to Sole Traders. Failure to evidence that these insurances are in place at the point of award will result in the immediate termination of the contract / framework. Failure to maintain the required insurance through the life of the framework / contract will also result in immediate termination of the contract / framework.

5.15	<p>If analysis of your financial position shows that further measures are necessary to provide adequate assurance of your financial strength, could you provide at least one of the following?</p> <ul style="list-style-type: none"> • A parent company guarantee • A performance guarantee bond • Bank guarantee • Advance payment bond 	Yes/No	<p>If you answer "no" to this question and it is determined that your financial strength is not adequate you may not qualify to tender. If you answer "yes" Monmouthshire Council may need to explore these options with you before determining whether you will qualify to tender.</p>
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	Section E - Capacity & Capability		
6.01	<p>Have you had to pay any damages (whether liquidated (LADs) or unliquidated) for a failure to complete a contract on time or to requirements in the last three years?</p> <p>If you have not had to pay damages please response "N/A"</p> <p>If you have had to pay damages then please provide details including name of customer, type of damages, reasons for damages and any action taken to avoid this happening again. NB. If liquidated damages were agreed as part of a commercial settlement and the details are confidential please state as much, and explain your subsequent actions taken (as above).</p>	Text	<p>Monmouthshire Council may use this information to determine whether you have a record of successful delivery of contracts. If you answer "yes" to this question and fail to provide convincing evidence that you have taken appropriate action to ensure the problems will not be repeated you may not be selected to tender. If you are bidding as, or on behalf of, a consortium, you should provide details for all consortium members.</p>
6.02	Please confirm that you currently meet, or will meet if you are successful, the requirements of the Welsh language measure.	Yes/No	<p>Monmouthshire Council may only select you to tender if you confirm that you will comply with requirements to deliver services in the Welsh language. If you are successful Monmouthshire Council may require you to provide evidence to support your answer.</p>
6.03	Please confirm that you currently meet, or will meet if you are successful, the requirements of the Cyber Essentials Certification Scheme or equivalent. If you are successful you must be in a position to provide evidence if required, prior to contract award, and without delay.	Yes/No	<p>Monmouthshire Council may require you to meet the requirements of the Cyber Essentials Certification Scheme, or equivalent. http://www.cyberstreetwise.com/cyberessentials.</p>

	Section F – Management	Criteria Weighting 10%	
7.01	Please confirm that you, the provider, will in accordance with the Social Care Wales (SCW) registration requirements ensure that you will have a manager who is registered with the SCW by contract commencement date. NB. With effect of 2020, all domiciliary care workers will be registered with SCW as per requirements.	Yes/No	Monmouthshire Council will only select you to tender if you confirm that you are or will be compliant with the Social Care Wales (SCW) registration requirements.
7.02	<p>Please confirm that your organisation has a Quality Management System that focuses on areas of your business to ensure quality processes and procedures are in place for the delivery of services based on the following 7 (seven) quality management principles for organisational improvement:</p> <ul style="list-style-type: none"> • Customer focus. • Leadership. • Engagement of people. • Process approach. • Improvement. • Evidence-based decision-making. • Relationship management 	<p>Yes</p> <p>Willing to work towards a system</p> <p>No</p>	<p>Monmouthshire Council will only select you to tender if you have an appropriate system for making sure that the quality of the product or service you deliver is consistent. If you do not have an appropriate system in place you must be willing to do ensure that you have one in place prior to contract start date.</p> <p>10% = Yes - proof can be provided if requested 5% = Willing to work towards a system - if agree to work towards a system, willing to meet requirements set out and provide proof by contract start date 0% - No = Fail if do not agree to work towards a quality system</p> <p>If you are bidding as a consortium or as a lead contractor organisation it may be adequate for one consortium member/ organisation to hold certification on behalf of the consortium/ group of organisations, provided that this covers all the goods, services or works to be delivered by the consortium/ group of organisations.</p> <p>This question is weighted 10%</p>

7.03	If you are bidding on behalf of a consortium, please confirm that you have documented processes in place to adequately manage relationships with your members (e.g. any systems used to ensure prompt communication, accountability and swift resolution of disputes). If you are successful you must be in a position to provide evidence if required, prior to contract award, and without delay.	Yes/No/NA	Monmouthshire Council may not select you to tender unless you can confirm that (if relevant) you have consortium management arrangements in place to ensure that your products or services continue to meet the buyer's needs. Please see www.wales.gov.uk/jointbidding for more details.
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	Section G - Equal Opportunities		
8.01	Please confirm that if in the last three years <ul style="list-style-type: none"> • there has been any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK) and/or • has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination? 	Yes/No	Monmouthshire Council may not select you to tender if you have been found to have unlawfully discriminated in the last three years, unless you have provided adequate evidence that you have taken appropriate action to stop it happening again. If you are bidding on behalf of a consortium please include data from all consortium members. Select "Yes" if this applies to any consortium member.
8.02	If you answered "yes" to 8.01, please provide a summary of the nature of the investigation and an explanation of the outcome to date. If the investigation upheld the complaint against your organisation, please explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.	Text	

8.03	<p>If you use subcontractor(s) or are bidding on behalf of a consortium, do you have processes in place to check whether any of the below circumstances apply to these other organisations?</p> <p>In the last three years:</p> <ul style="list-style-type: none"> • has any finding of unlawful discrimination been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK) and/or • has the organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination? 	Yes/No/NA	<p>Monmouthshire Council may not select you to tender if you do not have in place adequate vetting processes to check your subcontractors' and consortium members' record on compliance with equalities legislation.</p>
8.04	<p>Do all employees (including those from your consortium members where relevant) that come into contact with the public, or with a client's staff members, receive equalities training?</p>	Yes/No	<p>If equalities and diversity awareness/training are a core part of the tender requirement, Monmouthshire Council may only select you to tender if you train relevant staff appropriately. If you are bidding on behalf of a consortium please include data from all consortium members. Only select "Yes" if this applies to all consortium members. If you are successful you may be required to provide evidence to support this answer.</p>

8.05	Do all of your workers have employment contracts in place?	Yes/No	<p>Monmouthshire Council may only select you if all of your workers have employment contracts in place.</p> <p>If you are bidding on behalf of a consortium, please include data from all consortium members.</p> <p>Only select “Yes” if this applies to all consortium members</p> <p>If you are successful, you may be required to provide evidence to support this answer.</p> <p>Pass = Yes</p> <p>Fail = No</p>
8.06	Can you confirm that all workers are paid in line with relevant national pay rates (National Minimum Wage rates in the UK, and that all relevant workers are paid at least real Living Wage)?	Yes/No	<p>Monmouthshire Council will only select you can confirm that all works are paid in line with relevant national pay rates.</p> <p>If you are bidding as, or on behalf of, a consortium or as a lead contractor organisation working alongside sub-contractors please include data from all.</p> <p>If you are successful, you may be required to provide evidence to support this answer.</p> <p>Pass = Yes</p> <p>Fail = No</p>

8.07	Please confirm that your Organisation's Safeguarding Policy is in line with or will be line with the All-Wales Adult and Child Protection Procedures or UK equivalent by contract commencement.	Yes/No	<p>Please note that this is a mandatory requirement. Monmouthshire Council will not pass you at this stage of the process if you select No. If you are bidding as, or on behalf of, a consortium or as a lead contractor organisation working alongside sub-contractors please include data from all</p> <p>Pass = Yes Fail = No</p>
8.08	Please confirm your organisations Safeguarding Policy ensures your workforce is made aware of possible risks to people in receipt of services, to themselves and others when providing the Domiciliary Care service.	Yes/No	<p>Please note that this is a mandatory requirement. Monmouthshire Council will not pass you at this stage of the process if you select No. If you are bidding as, or on behalf of, a consortium or as a lead contractor organisation working alongside sub-contractors please include data from all</p> <p>Pass = Yes Fail = No</p>
8.09	Please confirm that all staff are aware of the Lead Person within the organisation responsible for Safeguarding?	Yes/No	<p>Please note that this is a mandatory requirement. Monmouthshire Council will not pass you at this stage of the process if you select No. If you are bidding as, or on behalf of, a consortium or as a lead contractor organisation working alongside sub-contractors please include data from all</p> <p>Pass = Yes Fail = No</p>

	Section H - Sustainability		
9.01	Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?	Yes/No	Monmouthshire Council may not select you to tender if you have been convicted or served notice under environmental legislation in the last three years unless you provide adequate evidence of action taken to stop similar incidences from happening again. If you are bidding on behalf of a consortium please include data from all consortium members. Select "Yes" if this applies to any consortium member.
9.02	If your answer to 9.01 is "yes" please provide details of any of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.	Text	Monmouthshire Council may not select you to tender if you have been convicted or served notice under environmental legislation in the last three years unless you provide adequate evidence of action taken to stop similar incidences from happening again. If you are bidding on behalf of a consortium please include data from all consortium members. Select "Yes" if this applies to any consortium member.
9.03	If you use subcontractor(s), or are bidding on behalf of a consortium, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	Yes/No/NA	Monmouthshire Council may not select you to tender if you do not have in place adequate vetting processes to check your subcontractors' and/or consortium members' record on compliance with environmental legislation. Select "Yes" if this applies to any consortium member. In some cases this may include the need for your suppliers to have an externally-accredited environmental management system in place.
9.04	Do you have an environmental policy statement committing your organisation to a programme of improvement?	Yes/No	Monmouthshire Council may only select you to tender if you can demonstrate your commitment to managing your environmental impact by identifying, reviewing and improving your performance. If you are bidding as a consortium please ensure that, in answering this question, your system covers all consortium members.

9.05	<p>Do you do the following:</p> <p>Identify and review your organisation's environmental impacts?</p> <p>Set environmental objectives and targets against which your performance is measured or audited?</p>	Yes/No	<p>Monmouthshire Council may only select you to tender if you can demonstrate your commitment to managing your environmental impact by identifying, reviewing and improving your performance. If you are bidding as a consortium please ensure that, in answering this question, your system covers all consortium members.</p>
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	Section I - Health & Safety		
10.01	<p>Are you, or is your company, registered with an industrial or occupational safety group, for example a member of the Safety Schemes in Procurement (www.SSIP.org.uk) or equivalent? If you are bidding as, or on behalf of a consortium, or as a lead contractor organisation working alongside sub-contractors, please answer in respect of all consortium members / organisations who are included in your bid, please indicate which of your consortium members are registered.</p>	Yes/No	<p>Whilst this procurement, does not require you (and possibly also your sub-contractors and/or consortium members as relevant) to be certified by a member of the SSIP group or equivalent, if you are, please select 'Yes' as this will determine the mandatory required questions to be answered within this section.</p> <p>Certification by a member of the SSIP group or equivalent may mean that you do not need to complete some of the other Health and Safety questions below. Monmouthshire Council will make clear which further questions must be completed.</p>
10.02	<p>If your answer was "yes" please state the organisation concerned, provide your membership number, your membership level, and other details of what your registration covers.</p>	Text	<p>Whilst this procurement, does not require you (and possibly also your sub-contractors and/or consortium members as relevant) to be certified by a member of the SSIP group or equivalent, if you are, please select 'Yes' as this will determine the mandatory required questions to be answered within this section.</p> <p>Certification by a member of the SSIP group or equivalent may mean that you do not need to complete some of the other Health and Safety questions below. Monmouthshire Council will make clear which further questions must be completed.</p>

10.03	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?	Yes/No	The Contracting Authority will not select you to tender if your company has been prosecuted or served notice under health and safety legislation unless there is clear evidence that decisive and comprehensive action has been taken to remedy the situation. The Contracting Authority may check the HSE database to confirm the accuracy of the information provided. Failure to provide accurate information may result in you not being selected to tender. If you are bidding on behalf of a economic group please include data from all economic group members. Select "Yes" if this applies to any economic group member.
10.04	If your answer to the above question is "yes", provide details of the enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.	Text	The Contracting Authority will not select you to tender if your company has been prosecuted or served notice under health and safety legislation unless there is clear evidence that decisive and comprehensive action has been taken to remedy the situation. The Contracting Authority may check the HSE database to confirm the accuracy of the information provided. Failure to provide accurate information may result in you not being selected to tender. If you are bidding on behalf of a economic group please include data from all economic group members. Select "Yes" if this applies to any economic group member.
10.05	Do you use subcontractors to carry out work on your behalf?	Yes/No	If relevant, Monmouthshire Council may only select a bidding organisation to tender if it ensures that all staff (and those of subcontractors) receive induction and / or safety training before undertaking work. Monmouthshire Council may also ask to see training records as evidence of compliance. If you are successful, you must be in a position to provide evidence, if required, prior to contract award, and without delay. If you are bidding on behalf of a consortium please include data from all consortium members.

10.06	If your answer to 10.06 is yes, do you ensure that all staff of any subcontractors receive induction and / or safety training before undertaking work?	Yes/No	<p>If relevant, Monmouthshire Council may only select a bidding organisation to tender if it ensures that all staff (and those of subcontractors) receive induction and / or safety training before undertaking work. Monmouthshire Council may also ask to see training records as evidence of compliance. If you are successful, you must be in a position to provide evidence, if required, prior to contract award, and without delay.</p> <p>If you are bidding on behalf of a consortium please include data from all consortium members.</p>
10.07	Has your organisation or any of its directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?	Yes/No	<p>Monmouthshire Council will not select you to tender if your company has been prosecuted or served notice under health and safety legislation unless there is clear evidence that decisive and comprehensive action has been taken to remedy the situation. Monmouthshire Council may check the HSE database to confirm the accuracy of the information provided. Failure to provide accurate information may result in you not being selected to tender. If you are bidding on behalf of a consortium please include data from all consortium members. Select "Yes" if this applies to any consortium member.</p>
10.08	If your answer to the above question is "yes" provide details of the enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.	Text	<p>Monmouthshire Council will not select you to tender if your company has been prosecuted or served notice under health and safety legislation unless there is clear evidence that decisive and comprehensive action has been taken to remedy the situation. Monmouthshire Council may check the HSE database to confirm the accuracy of the information provided. Failure to provide accurate information may result in you not being selected to tender. If you are bidding on behalf of a consortium please include data from all consortium members. Select "Yes" if this applies to any consortium member.</p>

10.09	Please confirm that your company has a Health and Safety Policy? If you are successful you must be in a position to provide evidence if required, prior to contract award, and without delay.	Yes/No	All companies with more than five employees must have a Health and Safety Policy. Monmouthshire Council may also require you to include a copy of your Health and Safety policy to ensure that you adequately cover your statutory obligations. If your company has fewer than five employees, Monmouthshire Council may also require you to have a Health and Safety Policy. A completed example, and template, can be obtained from the Health and Safety Executive website at: www.hse.gov.uk/risk/health-and-safety-policy-example.doc www.hse.gov.uk/risk/risk-assessment-and-policy-template.doc or by calling 01787 881165. Monmouthshire Council may require you to confirm that you have reviewed your Health and Safety Policy within the past two years. Failure to provide the adequate information may result in you not being selected to tender. If you are bidding on behalf of a consortium please include data from all consortium members. Only select "Yes" if this applies to all consortium members.
10.10	Is your Health and Safety policy reviewed/ amended periodically (at least bi-annually)?	Yes/No	
10.11	Do your staff receive induction and / or safety training before undertaking work?	Yes/No	If relevant, Monmouthshire Council may only select a bidding organisation to tender if it ensures that all staff (and those of subcontractors) receive induction and / or safety training before undertaking work. Monmouthshire Council may also ask to see training records as evidence of compliance. If you are successful, you must be in a position to provide evidence, if required, prior to contract award, and without delay. If you are bidding on behalf of a consortium please include data from all consortium members.

10.12	Do you have a nominated competent person responsible for Health & Safety advice?	Yes/No	Monmouthshire Council may not select a bidding organisation to tender unless it has a nominated competent person who is responsible for Health & Safety. You may also be asked to ensure that you can provide evidence in support of your answer, for example CVs and copies of qualification certificates relevant to the role of H&S advisor. If you are successful, you must be in a position to provide evidence, if required, prior to contract award, and without delay. If you are bidding on behalf of a consortium please include data from all consortium members.
10.13	If your answer to 10.13 is "yes" please provide the name and contact details of this person.	Text	Monmouthshire Council may not select a bidding organisation to tender unless it has a nominated competent person who is responsible for Health & Safety. You may also be asked to ensure that you can provide evidence in support of your answer, for example CVs and copies of qualification certificates relevant to the role of H&S advisor. If you are successful, you must be in a position to provide evidence, if required, prior to contract award, and without delay. If you are bidding on behalf of a consortium please include data from all consortium members.
10.14	Please confirm that you have arrangements in place to manage chemicals used under the Control of Substances Hazardous to Health (COSHH) Regulations? If you are successful you must be in a position to provide evidence if required, prior to contract award, and without delay.	Yes/No	Monmouthshire Council may not select a bidding organisation to tender unless it provides evidence of suitable arrangements for the management of chemicals under the COSHH regulations. Failure to do so may mean that you are not selected to tender. If you are bidding on behalf of a consortium please include data from all consortium members.
10.15	Please provide all the relevant details of previous breaches of health and safety legislation in the last 5 years, applicable to the country in which you operate	Text	Please detail what steps and measures you have implemented to mitigate these incidences occurring again.
10.16	Do you have means of recording and reporting accidents and dangerous occurrences (e.g. accident book)?	Yes/No	Monmouthshire Council may not select a bidding organisation to tender unless it has means of recording and reporting accidents and dangerous occurrences.

10.17	Please describe or attach your accident reporting/investigation policies or procedures and your Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) procedure.	File Upload	Monmouthshire Council may not select a bidding organisation to tender unless it provides supplementary information describing its RIDDOR procedure.
10.18	What are the number of RIDDOR reportable accidents that have occurred in the last 3 years?	Text	
10.19	Does your Personal Protective Equipment meet required British/EN Standards?	Yes/No	Monmouthshire Council may not select a bidding organisation to tender unless its Personal Protective Equipment meet required British/EN Standards.
10.20	Do you provide Personal Protective Equipment to employees free of charge & hold updated records of Personal Protective Equipment supplied?	Yes/No	
10.21	Have you carried out risk assessments for the activities you undertake?	Yes/No	Monmouthshire Council may not select a bidding organisation to tender unless it carries out risk assessments.
10.22	Have the risk assessments been formally documented?	Yes/No	This is a legal requirement if you have more than 5 employees
10.23	Please select the following policies/ procedures that you have in place. You may be required to provide copies at a later date.	Understood	Please select Understood to access the below questions.
10.24	Violence and Aggression	Yes/No	

10.25	Control of Infection	Yes/No	
10.26	Medication	Yes/No	
10.27	Clinical Waste	Yes/No	
10.28	Water Analysis / Legionella	Yes/No	
10.29	First Aid	Yes/No	
10.30	Individual care plans/ service plans which cover safe working practices	Yes/No	
10.31	<p>If required, would you be able to provide the latest certificates of inspection for each of the following: (where applicable)</p> <ul style="list-style-type: none"> • Lifting Equipment • Portable appliance testing • Fixed Electrical Installations • Gas Safety 	Yes/No	Monmouthshire Council may not select a bidding organisation to tender unless it's able to provide the latest certificates of inspection.

	Section J - Service Delivery	Weighting 60%	
11.01	<p>Demonstrate how your organisation has delivered domiciliary care services in a way which has actively supported people in a strength based and person-centred way, maximising their independence and enabling them to achieve their outcomes.</p> <p>You must illustrate your response with an example case study that identifies areas of good practice, ensured dignity and choice, and meet individuals' desired outcomes. (20%)</p>	<p>File Upload 4 sides of A4, Size 12, Arial Font</p>	<p>10 = Excellent evidence submitted. Information and/or supplementary documents leave no doubt that all of the outcomes are likely to be exceeded substantially. It is evident that there will be significant added value incorporating aspects that are unique to this service provider</p> <p>7 = Very clear evidence submitted. Information and/or supplementary documents are of a very high calibre indicating that the outcomes are likely to be exceeded. It is evident that there will be some added value</p> <p>5 = Adequate evidence submitted. Information and/or supplementary documents are of an adequate calibre indicating that the outcomes are likely to be achieved</p> <p>2 = Some evidence submitted. Information and/or supplementary documents are of a barely adequate calibre indicating that the outcomes are unlikely to be met</p> <p>0 = No evidence submitted. Information and/or supplementary documents are of an inadequate calibre and do not provide a solution that would lead to the outcomes being achieved</p>

11.02	<p>Demonstrate how your organisation has delivered personalised domiciliary care and support to older people, and people with mental health needs or disabilities.</p> <ul style="list-style-type: none"> • Outline your specialist knowledge of supporting people such as people on the dementia pathway and people with complex needs while living independently in the community. • Demonstrate, how you have supported people to manage their care needs, coproduced support plans and risk assessment, and worked in partnership with Carers, Friends and Families, GP, Community Support Teams, and Community Resources within the locality. <p>You must illustrate your response with an example case study that identifies how your organisation by working in partnership and using co-production has helped to meet individuals' identified support needs. (20%)</p>	<p>File Upload 4 sides of A4, Size 12, Arial Font</p>	<p>10 = Excellent evidence submitted. Information and/or supplementary documents leave no doubt that all of the outcomes are likely to be exceeded substantially. It is evident that there will be significant added value incorporating aspects that are unique to this service provider</p> <p>7 = Very clear evidence submitted. Information and/or supplementary documents are of a very high calibre indicating that the outcomes are likely to be exceeded. It is evident that there will be some added value</p> <p>5 = Adequate evidence submitted. Information and/or supplementary documents are of an adequate calibre indicating that the outcomes are likely to be achieved</p> <p>2 = Some evidence submitted. Information and/or supplementary documents are of a barely adequate calibre indicating that the outcomes are unlikely to be met</p> <p>0 = No evidence submitted. Information and/or supplementary documents are of an inadequate calibre and do not provide a solution that would lead to the outcomes being achieved</p>
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11.03	<p>Demonstrate that your organisation has extensive and relevant experience of successfully operating Domiciliary Care Services for older people, people with disabilities and people with mental health needs.</p> <ul style="list-style-type: none"> Describe how you have worked with agencies, families and support networks when planning and delivering outcomes for an individual. Describe how you have supported and maintained a well-trained and effective workforce. <p>You must illustrate your response with an example case study that identifies how applying positive risk taking and working with support networks has helped to meet individuals' identified support needs. (20%)</p>	<p>File Upload 4 sides of A4, Size 12, Arial Font</p>	<p>10 = Excellent evidence submitted. Information and/or supplementary documents leave no doubt that all of the outcomes are likely to be exceeded substantially. It is evident that there will be significant added value incorporating aspects that are unique to this service provider</p> <p>7 = Very clear evidence submitted. Information and/or supplementary documents are of a very high calibre indicating that the outcomes are likely to be exceeded. It is evident that there will be some added value</p> <p>5 = Adequate evidence submitted. Information and/or supplementary documents are of an adequate calibre indicating that the outcomes are likely to be achieved</p> <p>2 = Some evidence submitted. Information and/or supplementary documents are of a barely adequate calibre indicating that the outcomes are unlikely to be met</p> <p>0 = No evidence submitted. Information and/or supplementary documents are of an inadequate calibre and do not provide a solution that would lead to the outcomes being achieved</p>
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TERMS AND CONDITIONS OF CONTRACT

BETWEEN

MONMOUTHSHIRE COUNTY COUNCIL

&

XXXXXXXXXX

**BLOCK CONTRACT ARRANGEMENTS FOR
THE PROVISION OF DOMICILIARY CARE AND
SUPPORT (SOUTH MONMOUTHSHIRE)**

Contract Start Date:

Contract End Date:

XXXXXX

XXXXXX

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CONTRACT PARTICULARS

Contract Title	Block contract arrangements for the provision of domiciliary care and support (South Monmouthshire)
Contract Reference	MCC/XXX
Council	Monmouthshire County Council
Provider	XXXX a company incorporated and registered in England and Wales with company number XXXXX with a registered office at XXXXX
Commencement Date	
Expiry Date	
Any option to extend	Up to 4 years
Services	As set out in the Specification
Contract Price	TBC
Delivery Location	South Monmouthshire: Lot 1 – Chepstow and Rural (Delete as applicable) Lot 2 – Caldicot and Surrounds (Delete as applicable) Lot 3 – The Levels and rural (Delete as applicable)
Payment Profile	An advance payment of 80% of the weekly contractual hours will be made for each 4 weekly payment period. Following data submission and validation a further payment will be made up to the remaining 20% based on actual hours delivered in the 4-week period. In accordance with the Terms and Conditions of Contract and Service Specification.
Intellectual Property Rights	Unless otherwise specified in the Specification, all Intellectual Property Rights will be the property of the Council.
Quality Standards	As set out in the Specification.

Authorised Officer Council:		
Name	Position	Contact Details
Contract Manager (Provider):		
Name	Position	Contact Details
Key Personnel (Provider)		
Name	Position	Contact Details
Address for Service		
Address for Official Notices		

PRELIMINARIES

1.1 In this document:

1.1.1 the “Provider” shall mean the body, person or persons tendering for or supplying the Services;

1.1.2 the “Council” shall mean Monmouthshire County Council and any successor authority or any person or body to which the Council has assigned the benefit of this Agreement, or any part thereof as referred to in clause 50 and

1.1.3 the Council and the Provider are each referred to as a “Party” and together, the “Parties”.

1.2 The Provider shall, if required to do so by the Council, enter into a form of supplementary agreement determined by the Council to reflect the relevant requirements of any Invitation to Tender and (as appropriate) the offers or proposals set out in any Tender submitted in response to it.

DEFINITIONS AND INTERPRETATION

2.1 For the purposes of this Agreement except where expressly stated to the contrary, the following words shall have the following meaning:

Acceptance Criteria	means any acceptance criteria set out in the Agreement;
Affected Party	means the party seeking to claim relief in respect of a Force Majeure Event;
Agreement	has the meaning given at Clause 4.1
Award Letter	means the letter sent by the Council to the Provider notifying them that their tender has been successful, and they have been awarded a contract for the supply of services;
BACS System	means the Bankers' Automated Clearing Services System which is a UK scheme for the processing of financial transactions;
Best Value	shall have the meaning given in Part I of the Local Government Act 1999 (as amended);
Change Control Request	means a written notice served on the Provider by the Council which requests a variation to the Services
Commercially Sensitive Information	means any information listed in the FOI Schedule which is considered by the Provider to be commercially sensitive

	under Section 43 of the FOIA (without prejudice to the Council's obligations under the FOIA);
Confidential Information	means information listed in the FOI Schedule, or designated as such by the Council, which is considered by the Provider or the Council to be confidential under Section 41 of the FOIA and the disclosure of which would be considered by the Provider or the Council to constitute an actionable breach of confidence (without prejudice to the Council's obligations under the FOIA);
Confidentiality Undertaking	means an undertaking not to use or disclose any Confidential Information received save as strictly required to fulfil the purposes of this Agreement (including, without limitation, its re-tender);
Contract Period	means the period calculated in accordance with Clause 3;
Contracting Authority	means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006;
Council Representative	means a person appointed by the Council to act on its behalf for the purposes of this Agreement;
Environmental Information Regulations	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such Regulations;
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such Act;
FOI Schedule	means the schedule of information submitted by the Provider with the Provider's tender setting out the information which the Provider considers

	to be Commercially sensitive Information or Confidential Information;
Force Majeure Event	means an event occurring after the date of this Agreement of war, armed conflict, acts of terrorism, riots, fire, flood, storm, earthquake, disaster, decree of Government, pandemic or such other similar events which directly causes the Affected Party to be unable to comply with all or a material part of its obligations under this Agreement but excluding any industrial dispute relating to the Provider, the Provider Personnel or any other failure in the Provider or any Sub-contractor's supply chain
Good Industry Practice	means the exercise of the degree of skill, diligence, prudence, efficiency, foresight and timeliness which would be expected from a leading provider within the relevant industry or business sector of services of a similar type to the Services to be supplied under the Agreement;
Health and Safety Regime	means the Factories Act 1961, the Offices, Shops and Railway Premises Act 1963, the Health & Safety at Work etc Act 1974, the Fire Precautions Act 1971, the Environmental Protection Act 1990, the Food Safety Act 1990 the Environment Act 1995, the Water Industry Act 1991, and the Water Resources Act 1991 (including in each case any associated regulations, guidance or approved codes of practice), and any similar or analogous health, safety or environmental Legislation which has as its aim the protection of persons or the environment or the prevention or reduction of risk of harm or injury to persons or the environment, or relating to the health and safety of the Services or their provision, as is in force from time to time;
Holding Company	shall have the meaning given in section 1159 of the Companies Act 2006;

Implementation Date	means the date by which the Services must be implemented;
Information	shall have the meaning given under section 84 of the Freedom of Information Act 2000 and/or Regulation 2 of the Environment Information Regulations;
Intellectual Property Rights	<p>means:</p> <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in Internet domain names and website addresses and other rights in trade names, designs, trade secrets and rights in confidential information</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
Legislation	<p>means:</p> <p>(a) any applicable statute or proclamation or any delegated or subordinate legislation; (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; any applicable guidance, direction or determination with which the Council and/or the Provider is bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Provider by the Council; and</p> <p>(c) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales,</p> <p>In each case in force or applicable in England and Wales, or in Wales;</p>

Parent Company	shall have the meaning given to it in section 1162 and Schedule 7 of the Companies Act 2006;
Price	means the price or prices specified in the Tender;
Programme of Work	means any programme, timetable or key milestones which regulates or specifies the period or periods for the completion of the Services or any part thereon;
Relevant Authority	means any court with relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the Welsh Ministers, the government of the United Kingdom or of the European Union;
Requests for Information	shall have the meaning set out in section 8 of the FOIA and/or Regulation 5 of the Environmental Regulations 2004 and includes any apparent request for such Information;
Schedule	means any schedule attached hereto;
Services	means any and all of the services supplied or to be supplied by the Provider in accordance with this Agreement, including any goods supplied or works carried out as part of such services;
Special Conditions	means any special conditions either referred to in the Invitation to Tender or set out in the Schedule hereto;
Specification	means the specification attached to the Invitation to Tender;
Sub-contractor	means any third party with whom the Provider enters into a sub-contract or its servants or agents and any third party with whom that third party enters into a subcontract or its servants or agents for the performance of any part of the Provider's obligations under this Agreement;
Provider Personnel	means all officers, partners, employees, servants, agents, consultants and contractors of whatever nature of the Provider and/or of any Sub-contractor;

Tender	means the documentation submitted by the Provider and any other Tenderers in response to the Invitation to Tender; and Tenderers means all individuals or organisations who submitted a Tender in response to the Invitation to Tender
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2.2 In this Agreement the masculine includes the feminine and the neuter and the singular includes the plural and vice versa.

2.3 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended and as in force at the relevant time.

2.4 A reference to any document shall be construed as a reference to the document as at the date of execution of this Agreement.

2.5 Each Party shall comply with any express obligation in this Agreement to comply with any document, statute, enactment, order, regulation or other similar instrument that is referred to in this Agreement.

2.6 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2.7 Neither Party shall be liable for any default of its obligations under this Agreement to the extent that such default is caused by a failure or delay by the other Party in performing its obligations under this Agreement provided and to the extent, that the affected party notifies the other Party of such failure or delay within thirty (30) days of the affected Party becoming aware of its occurrence and of its likely impact.

COMMENCEMENT AND DURATION

3.1 This Agreement shall take effect on the Contract Start Date.

3.2 This Agreement shall expire on the Contract Expiry Date subject to;

3.2.1 the rights of termination contained herein.

3.3 The Council may extend the Contract Period beyond that stated in Clause 3.2 above, for a further period as specified in the Invitation to Tender on the same terms and conditions, by giving such written notice to the Provider as is allowed for in the Invitation to Tender or if none is specified, a reasonable period of notice.

SCOPE

4.1 This Agreement shall comprise the following;

- 4.1.1 the Terms and Conditions;
- 4.1.2 the Specification;
- 4.1.3 the Tender;

4.2 The documents listed in Clause 4.1 above shall be read together and construed to be consistent with one another so far as possible. In the event of any unavoidable conflict or inconsistency between any of the various documents forming part of this Agreement the following order of precedence shall apply (with the first listed below taking precedence over those items listed subsequently):

- 4.2.1 the Terms and Conditions;
- 4.2.2 the Specification;
- 4.2.3 the Tender;

4.3 This Agreement constitutes the entire understanding between the Parties relating to the subject matter of the Agreement and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either Party.

THE SERVICES

5.1 Without prejudice to any higher standard required by this Agreement, the Provider shall at its own cost ensure that all Services supplied to the Council pursuant to this Agreement shall be compliant with:

- 6.1.1 the Specification;
- 6.1.2 any relevant Legislation;
- 6.1.3 any relevant British Standard; and
- 6.1.4 any policies, rules, codes of practice, procedures and standards with which the Provider is required to comply.

5.2 The Services shall be carried out to the reasonable satisfaction of the Council and in accordance with Good Industry Practice.

5.3 Where Services include the provision of goods, materials or plant these shall be of satisfactory quality and fit for any purpose for which such goods, material or plant are commonly used or which is made known to the Provider in writing by the Council.

5.4 The Services shall be delivered at the expense of the Provider at the place or places specified by the Council.

5.5 The Provider shall;

5.5.1 provide to the satisfaction of the Council such appropriately qualified and experienced Provider Personnel as shall be necessary for the proper execution of the Services and shall not remove or replace such persons without the prior written approval of the Council;

5.5.2 ensure that all Provider Personnel involved in delivering the Services are sufficiently instructed with regard to the Services and on all relevant provisions of the Agreement;

5.5.3 obtain and at all times maintain all necessary licences and consents, and comply with all applicable Legislation;

5.5.4 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.5.5 co-operate with such others as the Council may reasonably require;

5.5.6 satisfy itself that the information, including documentation, provided by the Council is adequate and will not prejudice the performance of any of the Provider's obligations under the Agreement. The Provider shall inform the Council immediately of any inadequacy of which it becomes aware and the Parties shall discuss in good faith how to resolve the matter;

5.5.7 work diligently to protect and promote the Council's interests;

5.5.8 comply with all the Council's policies or other matters which the Council has disclosed to the Provider pursuant to Clause 8; and

5.5.9 in all matters act in good faith towards the Council.

REJECTION OF SERVICES

6.1 The Council shall have the power by notice to reject any Services which it does not consider to have been carried out in accordance with this Agreement and the Provider shall, without prejudice to the Council's other rights, promptly and at its own expense, re-perform the Services or remedy the deficiency in the Services to the satisfaction of the Council.

6.2 If the Provider fails to remedy the deficiency promptly in accordance with the Council's instructions, the Council may remedy or cause to be remedied any deficiency, the costs of which will be payable by the Provider.

6.3 Notwithstanding that the Services or any part thereof have been the subject of any instruction, review, approval, acknowledgement or inspection, the Provider shall not be relieved from any liability or obligation under the Agreement.

6.4 Any additional costs (including costs of any audit) incurred by the Council as a result of the Provider failing to carry out the Services in accordance with the Agreement shall be reimbursed to the Council by the Provider.

TIME OF DELIVERY

7.1 The Provider shall perform the Services.

7.1.1 in accordance with the dates and times specified.

7.2 Time shall be of the essence and if the Provider fails to perform the Services within the time specified, the Council may release itself from any obligation to accept and pay for the Services and/or may terminate the Agreement, in either case without prejudice to any other rights and remedies of the Council.

POLICIES ETC.

8.1 The Provider shall comply with all the Council's published policies and with any further rules, codes of practice, procedures and standards which the Council notifies to the Provider or that the Provider and/or Council deems relevant. The Council shall throughout the Contract Period ensure that any changes to any policies, rules, codes of practice, procedures and standards are brought promptly to the attention of the Provider.

LEGISLATIVE CHANGE

9.1 The Provider shall bear the cost of complying with all Legislation and any amendments thereto. In the event that a change in Legislation necessitates a material change to the performance of this Agreement and provided that such change could not have reasonably been foreseen by the Provider at the date of the Agreement the Parties shall enter into negotiations in good faith to make such adjustments to the Price as may be necessary to compensate the Provider for any additional costs as are both reasonably and necessarily incurred by the Provider in accommodating such changes. If the Parties cannot reach agreement on such costs within a reasonable time, then the Council may at its discretion terminate this Agreement in whole or in part.

DISRUPTION

10.1 The Provider shall (and shall ensure that its Provider Personnel shall) always take all reasonable care to ensure that in its execution of the Services it does not disrupt the operations of the Council, its employees or any other contractor employed by the Council.

10.2 The Provider shall co-ordinate its activities in the provision of the Services with the Provider Personnel and other contractors engaged by the Council.

PROGRESS REPORTS AND INSPECTION

11.1 Where a progress report, or other information pertaining to the progress of the performance of either Party of its obligations under this Agreement, is submitted in connection with this Agreement, the submission, receipt and acceptance of such a report, or other information, shall not prejudice the rights of either Party under this Agreement.

11.2 The Council may inspect and examine the work or Services being carried out on the Council's premises without notice at any time.

11.3 The Provider shall give all such assistance as the Council may require for such inspection and examination.

REVIEW MEETINGS AND MANAGEMENT INFORMATION

12.1 The Provider shall submit management information reports to the Council on a monthly basis unless otherwise agreed, covering the period since the date of the previous management information report.

12.2 The content of such reports shall be agreed between the Council and the Provider following the date of this Agreement.

12.3 The Provider and the Council shall meet on a quarterly basis, unless otherwise agreed, to review and discuss any issues relating to the performance of the Agreement.

INTELLECTUAL PROPERTY

13.1 It shall be a condition of the Agreement that, except to the extent that the Services incorporate designs furnished by the Council, the Services will not infringe any Intellectual Property Right of any third party and the Provider shall indemnify the Council against all actions, suits, claims, demands, losses, charges, costs and expenses which the Council may suffer or incur as a result of or in connection with any breach of this Clause.

13.2 All Intellectual Property Rights in all documents (in whatever format) including but not limited to specifications, instructions, plans, drawings, patents, patterns, models, designs or other material:

13.2.1 furnished to or made available to the Provider by the Council shall remain the property of the Council;

13.2.2 prepared by or for the Provider for use, or intended use, in relation to the performance of this Agreement shall be the subject of a perpetual, irrevocable, royalty free licence for the Council to copy, adapt, distribute, communicate and make available those documents (and shall carry the right for the Council to grant sub-licences in respect of the same) for all purposes reasonably contemplated by, connected with or ancillary to this Agreement.

13.3 The Provider shall not have the right to use any data, reports, drawings, specifications, designs, inventions, plans, programs or other material referred to in Clause 13.2.1 for its own commercial purposes except upon obtaining the prior written consent of the Council and then only upon such terms as may be imposed in connection therewith.

13.4 At the termination of the Agreement the Provider shall immediately return to the Council all materials, work or records held in connection with this Agreement, including any back up media.

13.5 The provisions of this Clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

PURCHASING ON BEHALF OF THE COUNCIL

14.1 In the event that the Provider procures goods or services including equipment from third parties on behalf of the Council, then it shall at all times do so in accordance with the provisions of the Public Contracts Regulations 2006 (if and to the extent applicable) as though the Provider were a Contracting Authority.

FRAUD

15.1 The Provider must take all reasonable steps including all preliminary enquiries and investigations to prevent the risk of fraud to the Council.

15.2 Where such preliminary actions suggest the possibility of fraud or other irregularity affecting the resources of the Council the Provider shall immediately inform the Council.

PROVIDER'S PERSONNEL

16.1 The Council reserves the right under this Agreement to refuse any Provider Personnel admission to any premises occupied by or on behalf of the Council if in the opinion of the Council, such admission is undesirable.

16.2 If and when directed by the Council, the Provider shall provide a list of the names and addresses of all persons who may require admission in connection with the performance of this Agreement to any premises occupied by or on behalf of the Council, specifying the capacities in which they are concerned with this Agreement and such other particulars as the Council may reasonably require.

16.3 The Provider and the Provider's Personnel shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at any Council establishment and when in the vicinity thereof.

16.4 The decision of the Council as to whether any person is to be refused admission to any premises occupied by or on behalf of the Council and as to whether the Provider has failed to comply with Clause 16.3 shall be final and conclusive.

16.5 If the Provider shall fail to comply with Clause 16.3 or fails to do so within a reasonable time of written notice so to do, then the Council may terminate this Agreement in accordance with Clause 45 provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Council.

16.6 The Provider acknowledges that each member of its Provider Personnel engaged in the performance of the Services shall have full authority to act on behalf of the Provider for all purposes in connection with this Agreement provided always that if the Council shall at any time be dissatisfied for any reason with the performance of any person engaged in carrying out the Services, the Provider shall, if the Council so requires, cease to engage such person in the execution of the Services and provide a competent substitute at no additional cost to the Council.

INDUSTRIAL ACTION

17.1 The Provider shall immediately inform the Council of any actual or potential industrial action, whether such action be by its own Provider Personnel or others, which affects or might affect their ability at any time to deliver the Services in accordance with the requirements of this Agreement.

17.2 In the event of industrial action by the Provider's Personnel, the Provider shall seek the Council's prior written approval to any revised proposals to deliver the Services.

17.3 If the Provider's proposals referred to in Clause 17.2 are considered insufficient or unacceptable by the Council, then the Council may terminate this Agreement in whole or in part.

NATIONAL MINIMUM WAGE

18.1 The Provider shall ensure that, where appropriate, its Provider Personnel are paid at least the national minimum wage in accordance with the National Minimum Wage Act 1998 or any other Legislation making similar provision.

18.2 The Provider shall ensure that, eligible staff, receive real Living Wage as per the terms laid out in the service specification.

HEALTH AND SAFETY

19.1 The Provider and its Provider Personnel shall:

19.1.1 comply with all relevant parts of the Health and Safety Regime;

- 19.1.2 in relation to all persons likely to be affected by the Services take all such steps as may be reasonably practicable to ensure their health and safety;
- 19.1.3 notify the Council of any health and safety hazards, which may arise in connection with the performance of this Agreement;
- 19.1.4 not treat, keep or dispose of any waste produced and/or carried by the Provider as a result of executing this Agreement in a manner likely to cause harm to the health and safety of any person or to the environment and shall comply with every statutory duty which is relevant;
- 19.1.5 notify the Council of any health and safety hazards of which it is aware (having made all reasonable enquiries) and which may arise in connection with the performance of this Agreement;
- 19.1.6 during the execution of the Agreement, take such steps as are reasonably practicable to avoid (or, where avoidance is not possible, to minimise) harm to the environment;
- 19.1.7 ensure that its staff, whilst on the Council's premises comply with all relevant provisions of the Health and Safety Regime and with the Council's own policies and procedures;
- 19.1.8 ensure that in performing the Services it adopts safe methods of work in order to protect the health and safety of:
- 19.1.8.1 the employees of the Provider;
 - 19.1.8.2 the employees of the Council;
 - 19.1.8.3 the employees of the Provider Personnel; and
 - 19.1.8.4 any other persons including but without limitation, members of the public.
- 19.1.9 produce to the Council if requested its detailed safe working system for carrying out duties under this Agreement.

19.2 The Council shall notify the Provider of any health and safety hazards which may exist or arise at any Council premises and which may affect the Provider. The Provider shall draw these hazards to the attention of its Provider Personnel.

19.3 The Provider shall inform all persons engaged in the performance of this Agreement at the premises of all such hazards and shall instruct such persons in connection with any necessary associated safety measures.

19.4 Nothing in this Clause 19 shall relieve the obligations of the Provider to comply with its statutory duties.

GOODS AND MATERIALS OF THE COUNCIL

20.1 All goods and materials issued by the Council in connection with the Agreement shall remain the property of the Council and shall be used in the execution of the Agreement and for no other purpose whatsoever without the prior approval in writing of the Council.

20.2 Such goods and materials shall be deemed to be in good condition when received by or on behalf of the Provider unless it notifies the Council to the contrary within fourteen (14) days or such other time as specified in the Agreement.

20.3 The Provider shall keep all such goods and materials used in the performance of the Services in good, clean and serviceable repair for the proper performance of the Services and the Council shall be under no liability in respect thereof.

20.4 The Provider shall return such goods and materials on demand and shall be responsible for all loss thereof or damage and the costs of repair or replacement thereto howsoever caused prior to their re-delivery to the Council.

20.5 The Provider shall, following completion of the Services or in response to an earlier request by the Council, return the goods, materials work or records held, including any back up media, in good condition, fair wear and tear excepted.

ENVIRONMENTAL REQUIREMENTS AND SOCIAL VALUES

21.1 The Provider shall be required to deliver any agreed social value elements in accordance with the Well-being of Future Generations (Wales) Act 2015 and the Specification.

21.2 The Provider shall where relevant to the Specification co-operate with the Council in relation to the economic, social and environmental wellbeing of the Council's area and shall accordingly notify the Council of any best practice ideas which may improve the same.

21.3 The Council is committed to becoming a net zero Council by 2030 as such may request that the Provider provides a Carbon Reduction Plan for this Contract in accordance with WPPN 06/21 - <https://www.gov.wales/wppn-06-21-decarbonisation-through-procurement-taking-account-of-carbon-reduction-plans-html>. The Council will give suitable notice should it request a Carbon Reduction.

WELL-BEING OF FUTURE GENERATIONS (WALES) ACT 2015

22.1 The Provider acknowledges that, under the Well-being of Future Generations (Wales) Act 2015 the Council is required to consider how Services which the Council procures, improves the economic, social and environmental well-being of the area of the Council.

22.2 The Provider shall ensure that, in providing the Services, it improves the economic, social and environmental wellbeing of the area of the Council in accordance with the requirements of the Specification and the Tender.

OFFERS OF EMPLOYMENT

23.1 For the duration of the Agreement and for a period of twelve (12) months thereafter the Provider shall not employ or offer employment to any of the Council's staff who have been associated with the Services without the Council's prior agreement in writing save that this condition shall not relate to a bona fide advertisement for employment with either the Council or the Provider.

TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 (TUPE)

24.1 If required to do so by the Council, the Provider shall provide the Council with any and all relevant information regarding its employees to comply with the requirements of the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"), within fourteen (14) days of request by the Council.

24.2 The Council may disclose such TUPE information to any third party who may potentially become an employer of any employees of the Provider who are potentially affected by TUPE.

24.3 Where TUPE information has been provided, the Provider shall:

24.3.1 inform the Council of any change to the information provided or provide any new TUPE information not previously provided;

24.3.2 use its best endeavours to clarify any matter upon which clarification is requested by the Council; and

24.3.3 use its best endeavours to co-operate with any other reasonable request made by the Council regarding TUPE information or the Provider's employees within fourteen (14) days of any such change, discovery of new information, or receipt of such request.

24.4 For the purposes of this clause "TUPE information" shall mean written details of:

24.4.1 the total number of employees employed by the Provider whose work or any part thereof is undertaken for the purposes of this Agreement;

24.4.2 the employees' age and gender;

24.4.3 the employees' salary, length of service, contractual period of notice, any pay settlement covering future dates which has already been agreed by the Provider and any redundancy entitlement;

24.4.4 those particulars of employment that an employer is obliged to give to an employee pursuant to Section 1 of the Employment Rights Act 1996;

24.4.5 entitlement to pensions, paid holidays and any other benefits;

24.4.6 terms incorporated from any collective agreement; and

24.4.7 any outstanding or potential liability for past breaches of such contracts;

24.4.8 information regarding any:

24.4.8.1 disciplinary procedure taken against an employee within the previous two (2) years;

24.4.8.2 grievance procedure taken by an employee, within the previous two (2) years;,

24.4.8.3 any Court or Tribunal case, claim or action brought by an employee against the Provider, within the previous two (2) years; and

24.4.8.4 any potential claim the Provider has reasonable grounds to believe that an employee may bring against the Provider, arising out of the employee's employment with the Provider.

24.5 The Provider shall indemnify the Council fully and hold it harmless at all times from and against all actions proceedings claims expenses awards costs and all other liabilities howsoever in any way connected with or arising from claims by its employees (or former employees) affected by, or claiming to be affected by, TUPE.

24.6 The provisions of this condition shall apply during the continuance of this Agreement and indefinitely after its termination.

CONFLICTS OF INTEREST

25.1 The Provider shall take appropriate steps to ensure that neither itself nor the Provider Personnel is placed in a position where there is or may be an actual conflict, or a potential conflict between the pecuniary or personal interests of such persons and the duties owed to the Council under the provisions of this Agreement. The Provider will disclose to the Council full particulars of any such conflict of interest which may arise.

25.2 The provisions of this Clause shall apply during the continuance of this Agreement and indefinitely after termination. Failure to disclose this information will be considered a material breach incapable of remedy and this Agreement may be terminated in accordance with Clause 45.

DISCRIMINATION AND EQUALITY

26.1 The Provider shall ensure that it complies (and shall take all reasonable steps to ensure that all Provider Personnel comply) with all relevant requirements of all current Equalities legislation, including but not limited to the Equality Act 2010 and all other similar Legislation ("equality legislation") in force from time to time together with any guidance or Codes of Practice issued by the Equality and Human Rights Commission (EHRC) and shall in addition discharge its obligation under this agreement and provide the services in a manner consistent with the Councils equalities policies.

26.2 The Provider shall provide any information reasonably requested by the Council in respect of such equality legislation in so far as it relates to the performance of this Agreement.

26.3 The Council is required by the Welsh Language Act 1993 to maintain a Welsh Language Scheme. The Provider shall (and shall take all reasonable steps to ensure that all Provider Personnel shall) comply with the Council's Welsh Language Scheme as updated from time to time and notified to the Council in writing.

SECURITY OF CONFIDENTIAL INFORMATION

27.1 In order to ensure that no unauthorised person gains access to any Confidential Information, or any data obtained in the performance of the Agreement, the Provider undertakes to maintain appropriate security systems, which may be subject to review and approval by the Council.

27.2 The Provider will immediately notify the Council of any breach of security in relation to Confidential Information and all data obtained in the performance of the Agreement and will keep a record of such breaches. The Provider will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Provider's obligations under Clauses 26 and 48.

27.3 The Provider shall at its own expense co-operate with the Council in any investigation that the Council considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

27.4 The Council may require the Provider to alter or update any security systems at any time during the Contract Period.

DATA PROTECTION

28.1 The Provider and the Council have a Data Controller to Data Controller relationship. The Data Controllers have agreed on the following contractual clauses in order to ensure adequate safeguards are in place in respect of and to protect the processing of Personal Data by each Data Controller in terms of this Agreement.

28.2 The Data Controllers have agreed to transfer to each other the following class of Personal Data:-

- Identifying information – names and former names, and dates of birth, reference numbers (e.g. NI), etc.
- Contact information – postal and email addresses (current and former), telephone number
- Education/training records and examination results
- Employment details
- Family lifestyle and social circumstances
- Financial details
- Goods and/or services provided

Special Categories of Personal Data as defined by the Act:-

- Criminal allegations, proceedings, outcomes and sentences
- Physical or mental health or condition
- Politics
- Racial or ethnic origin
- Religion or other beliefs of a similar nature
- Sex life
- Sexual orientation

The Personal Data transferred or to be transferred in terms of Clause 29.2 concerns the following categories of Data Subjects:

- Advisers, consultants and other experts
- Agents and contractors
- Complainants, correspondents and enquirers
- Landlords or tenants
- Offenders and suspected offenders
- Service Users/Councils/clients/patients
- Previous and prospective employers of the staff and referees
- Relatives, guardians, and associates of the data subject
- Staff including volunteers, agents, temporary and casual workers
- Providers

28.3 The Data Controllers warrant and undertake that they are responsible for ensuring that the Personal Data is processed by them in accordance with the Act from the date that it is accessed.

28.4 The Data Controllers undertake to use the Personal Data only for the Specified Purposes. If the Data Controllers propose to use or process the Personal Data for a purpose which is not a Specified Purpose, the Data Controllers shall ensure that, prior to using or processing the Personal Data in such manner, it will ensure that such use or process is in compliance with the Act.

28.5 The Data Controllers shall notify each other forthwith upon becoming aware that they are or are likely to become unable to comply with either their obligations under this Agreement and/or the Act whereupon the other Data Controllers shall be entitled, at their discretion, to either:-

28.6 Suspend the right of the Data Controller to receive and process further Personal Data under or pursuant to the terms of this Agreement (to such extent and for howsoever long as the other Data Controllers may determine) until the Data Controller is able to demonstrate to the reasonable satisfaction of the other Data Controllers that the Data Controller is able and will continue to be able to so comply PROVIDING ALWAYS THAT if the Data Controller is unable to demonstrate to the reasonable satisfaction of the other Data Controllers that the Data Controller is able and will

continue to be able to comply with the terms of this Agreement, the other Data Controllers shall be entitled to terminate this Agreement on five (5) working days' written notice.

28.7 Each party shall be liable to the other for damages it causes by any breach of these clauses or the Act. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded.

28.8 The Data Controllers acknowledge and agree that:-

- (a) Data Subjects who suffer damage (the "Damages") as a result or a consequence of the acts and/or omissions of or a breach of the provisions of this Agreement by or on behalf of a particular Data Controller shall be entitled to receive compensation from that particular Data Controller for such Damages; and
- (b) they shall be individually liable for any such Damages that they individually have caused that may be due to or awarded to any such Data Subject by any court, authority or person of competent jurisdiction.

28.9 The Data Controllers warrant, represent and undertake that they possess financial resources sufficient to fulfil its responsibilities under clause 45.2.8

28.10 The Data Controllers warrant, represent and undertake that:-

- (a) they have full power and authority to receive, store and process the Personal Data, to use it for the purposes set out in this Agreement and to give the warranties, indemnities and enter into and perform its obligations under and in terms of this Agreement; and
- (b) they have no reason to believe that any legislation applicable to them in any way prevents, restricts or limits their ability or right to comply with and fulfil their obligations under this Agreement.

28.11 The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Provider employs fewer than 250 staff, unless:

- (a) the Purchaser determines that the processing is not occasional;
- (b) the Purchaser determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Purchaser determines that the processing is likely to result in a

risk to the rights and freedoms of Data Subjects.

28.11.1 The Provider shall allow for audits of its Data Processing activity by the Purchaser or the Purchaser's designated auditor.

28.11.2 The Provider shall designate a data protection officer if required by the Data Protection Legislation.

28.11.3 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Provider must:

- (a) notify the Purchaser in writing of the intended Sub-processor and processing; obtain the written consent of the Purchaser;
- (b) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
- (c) provide the Purchaser with such information regarding the Sub-processor as the Purchaser may reasonably require.

28.11.14 The Provider shall remain fully liable for all acts or omissions of any Sub-processor.

28.12 The Provider may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

28.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Purchaser may on not less than 30 Working Days' notice to the Provider amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

NO PARTNERSHIP

29. Nothing in this agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties or to authorise any party to act as the agent for another, and no party shall have authority to act in the name or on behalf of or otherwise to bind another in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

SEVERABILITY

30. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all

provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

FORCE MAJEURE

31.1 No party hereto shall be liable for any breach of its obligations under this Agreement resulting from causes beyond its reasonable control including, but not limited to, fire, insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority (an "Event of Force Majeure").

31.2 All of the parties agree to give notice forthwith to the other upon becoming aware of any Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

31.3 If a default due to any Event of Force Majeure shall continue for more than one week, then parties not in default shall be entitled to terminate this Agreement. No party shall have any liability to the other in respect of the termination of this agreement as a result of an Event of Force Majeure.

NOTICES

32.1 Any communication or notice required to be given pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by first class registered or recorded delivery if posting

CARE PROVISION

33.1 The Provider shall comply with the Council's Assessment and Care Management systems and procedures which place responsibilities on both the Council and Provider.

33.2 The Council shall assess the needs of the Service User and prepare a Care Plan identifying the personal details and individual outcomes for the Service User and how these assessed needs will be addressed. The Council shall send the Care Plan to the Provider at least 24 hours prior to the commencement of the Service.

33.3 The Provider shall ensure that its staff read the Council's Care Plan in order to develop a consistent Service Delivery Plan in accordance with the requirements of the Service Specification. The Provider must provide upon request evidence that staff have read and understood the Care Plan.

33.4 The Provider shall cooperate and work positively with the Council and other care professionals and organisations to ensure that planned responses to any changing needs are in the best interests of the Service User.

33.5 At least once in every 12 month period the Care Plan will be reviewed by the Care Manager/Social Worker and shall involve the Provider, Service User and where appropriate their family/primary carer and/or an Advocate. The Provider shall support this formal review process by ensuring that the needs of Service Users are regularly monitored and any changed fed back during the formal review process.

33.6 The Council shall ensure that the Provider receives the assessment information pertinent to the service provision prior to the commencement of the Service, except in an emergency situation as defined within Service Specification.

33.7 The Provider, Service User or their representative may request a Care Plan review if, in their opinion, the care needs of the Service User have significantly changed or cannot be met.

HUMAN RIGHTS

34.1 The Provider shall not (and shall ensure that the Provider Personnel shall not) do or permit or allow anything to be done which may result in the Council acting incompatibly with the rights contained within the European Convention on Human Rights and the Human Rights Act 1998.

ENVIRONMENTAL REQUIREMENTS

35.1 The Provider shall;

35.1.1 have a sustainable approach to waste management and not treat, keep or dispose of any waste produced and/or carried by the Provider as a result of executing this Agreement in a manner likely to cause harm to the health and safety of any person or to the environment and shall comply with all relevant Legislation including The Producer Responsibility (Packaging Waste) Regulations 1997 – 2007 together with any amendments, additions or re-enactments that may take place from time to time;

35.1.2 Perform the Agreement in such a way as to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;

35.1.3 During the execution of this Agreement, take such steps as are reasonably practicable to avoid (or, where avoidance is not possible, to minimise) harm to the environment.

35.2 In the event the Provider believes that a change to this Agreement or a change to the Specification would reduce the overall environmental impact of this Agreement or the Services (for example by the increased use of re-cycled or re-furbished or otherwise environmentally friendly materials, or by the production of goods with a

longer life span, or that a change would result in increased energy efficiency or reduce in other ways the impact on the environment) the Provider must notify the Council (whether or not this change would effect the Price payable for the Services). The Council will consider the proposed change and may implement such change in accordance with Clauses 37 or 38.

35.3 Nothing in this Clause 35 shall relieve the obligations of the Provider to comply with its statutory duties and Good Industry Practice.

CHARGES AND PAYMENT

36.1 The charges payable by the Council in respect of Services shall be determined by reference to the Price for Services comprised in the Contract Award and shall be the full and exclusive remuneration of the Provider in respect of the performance of the Services.

36.2 The charges are exclusive of Value Added Tax. The Council shall pay the Value Added Tax on the charges at the rate and in the manner prescribed by law, from time to time.

36.3 All invoices submitted by the Provider to the Council shall be valid VAT invoices and shall contain the Contract number to which the invoice relates and shall be denominated in sterling.

36.4 The Price of the Services shall include all royalties, licence fees or similar expenses in respect of making, use or exercise by the Provider of any invention or design for the purposes of performing the Agreement.

36.5 In the event of the submitted invoice being incorrect, the invoice shall be returned to the Provider as a query. The thirty (30) days payment timescale shall commence from the date of an accurate invoice being received by the appropriate section within the Council.

36.6 The Provider shall ensure that all invoices clearly show the following information:

- 36.6.1 name and address of the Provider;
- 36.6.2 the period to which the payment relates;
- 36.6.3 hourly rate

36.7 Payment of invoices payable by the Council for Services supplied shall be made by way of the BACS system. The Council shall only consider an alternative method of payment where it can be determined that payment by way of BACS is not possible.

36.8 Payment shall be made within thirty (30) days of receipt by the Council (at its nominated address for invoices) of a valid and agreed invoice from the Provider.

CHANGE CONTROL

37.1 The Council has the right to propose any variation(s) to the Services (including a request for the Provider to cease any one or more or any part of the Services) in accordance with this Clause 37. If the Council wishes to propose a variation to the Services, the Council shall serve a Change Control Request on the Provider. No change shall be deemed to occur, and the Provider shall not be entitled to any additional payment, unless the procedures in this Clause 37 are complied with.

37.2 The Provider shall accommodate any variation(s) required by the Council provided that it shall only be entitled to payment for any agreed additional costs it incurs as a result on the basis set out in this Clause 37.

37.3 The Change Control Request shall set out the variation to the Services required by the Council in detail and request a cost estimate ("the Estimate") of the costs arising as a direct result of the variation.

37.4 The Provider shall provide the Council with the Estimate within ten (10) working days of the receipt of the Change Control Request or such longer period as is reasonable in all the circumstances. The Estimate shall include a statement of:

37.4.1 the impact of the proposed variation on the provision of the Services;

37.4.2 any amendment required to this Agreement to accommodate the proposed variation.

37.4.3 the overall (having regard to the Provider's general duty of cost efficiency under this Agreement) part year and/or full year cost of, or savings from, implementing the proposed variation; and

37.4.4 any other information reasonably requested by the Council or appearing to the Provider to be relevant.

37.5 As soon as practicable after the Provider provides the Council with the Estimate, the Council and the Provider shall meet to discuss and agree any issues arising from the Change Control Request or the Estimate.

37.6 The Parties shall endeavour to agree the terms of the Estimate. In the event the Parties cannot agree any part of the content of the Estimate within a reasonable time of the meeting under Clause 34.5 then the Change Control Request shall be withdrawn by the Council.

37.7 As soon as practicable after any part of the contents of the Estimate have been agreed in accordance with Clause 34.6 the Council shall:

37.7.1 confirm in writing that it wishes to proceed with the Change Control Request

(or that part of it which has been agreed or determined as above); or

37.7.2 withdraw the Change Control Request (or the relevant part).

37.8 If the Council confirms that it wishes to proceed with the Change Control Request, the Services shall be deemed to have been amended accordingly. The annual cost of, or savings from, implementing the variation (as agreed or determined) shall be added to or deducted from the payments, as appropriate.

37.9 If the Council has not confirmed or withdrawn the Change Control Request within twenty (20) calendar days of the date of agreement in accordance with Clause 37.6 then the Change Control Request shall be deemed to be withdrawn by the Council.

37.10 The Council shall not be liable for any costs incurred by the Provider in implementing the procedures pursuant to this Clause 37.

MINOR VARIATIONS

38.1 Variations of a minor or temporary nature may be required to the Services from time to time and such variations shall be agreed in writing between the Council and the Provider. The Provider shall comply with such minor or temporary variations, which shall normally be accommodated at no extra cost to the Council, provided they do not involve additional cost to the Provider. If such extra cost is incurred, the Provider shall provide written evidence to the Council and the Parties shall then agree such additional costs. If the Parties cannot reach agreement on such costs within a reasonable time, then the Council may at its discretion terminate the Agreement in whole or in part. The Council shall not as a result of such termination be in breach of this Agreement or be under any liability to the Provider (whether in contract, tort, legitimate expectation, restitution, statutory duty or in any other way whatsoever).

INTEREST

39.1 If the Council fails to pay any amount properly due and payable by it under this Agreement, the Provider shall have the right to charge interest on the overdue amount at the rate of two (2)% per cent per annum above the base rate for the time being of The Bank of England base rate accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. The Parties agree that the rate is a substantial remedy in accordance with section 9 of the Late Payments of Commercial Debts (Interest) Act 1998. This Clause shall not apply to payments that the Council disputes in good faith

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SET OFF

40.1 The Council may retain or set off any amount owed to it by the Provider whether under this Agreement or otherwise which has fallen due and payable against any amount due to the Provider under this Agreement.

COMPLIANCE WITH VALUE ADDED TAX AND OTHER TAX REQUIREMENTS

41.1 The Provider shall at all times comply with the Value Added Tax Act 1994 and all other statutes relating to direct or indirect taxes.

41.2 Failure to comply will constitute a material breach of this Agreement and the Council may exercise the rights and provisions conferred by Clause 45.

41.3 The Provider shall furnish to the Council the name, and if applicable, the VAT registration number of any Provider Personnel prior to the commencement of any work under this Agreement by such Provider Personnel.

41.4 Upon a request by the Council, the Provider shall not employ or will cease to employ any Provider Personnel which the Council believes is not complying with the Value Added Tax Act 1994 and all other statutes relating to direct or indirect taxes.

WARRANTIES AND REPRESENTATIONS

42.1 The Provider warrants and represents that:

42.1.1 it has full capacity and authority to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representative of the Provider;

42.1.2 the Services shall be supplied and rendered by appropriately experienced, qualified and trained personnel in accordance with Good Industry Practice; and

42.1.3 the Provider shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to Good Industry Practice and (without limiting the generality of this Clause) in accordance with its own established internal procedures.

LIMITATION OF LIABILITY

43.1 Neither Party excludes or limits liability to the other Party for death of or personal injury to any individual or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

43.2 Subject always to Clause 45.1, and notwithstanding any other provision contained herein, the total liability of the Provider (whether under contract, tort or statutory provision) arising out of or in connection with this Agreement shall in no circumstances exceed five million (£5,000,000) pounds in respect of any one incident or series of related incidents and ten million (£10,000,000) pounds in the aggregate for any or all incidents (whether related or not) arising during the period of the Agreement.

43.3 Without prejudice to the Council's obligation to pay the charges as they fall due, the Council's liability under this Agreement shall be limited to 50% of total Price payable for the Services pursuant to this Agreement.

43.4 Subject always to Clause 45.2, in no event shall either Party be liable to the other for:

43.4.1 indirect or consequential loss or damage; and/or

43.4.2 loss of profits; and/or

43.4.3 loss of business; and/or

43.4.4 loss of revenue; and/ or

43.4.5 loss of goodwill, save as expressly provided for under the terms of this Agreement.

43.5 The provisions of Clause 45.4 shall not be taken as limiting the right of the Council to claim from the Provider for any:

43.5.1 additional operational and administrative costs and expenses; and/or

43.5.2 any costs or expenses rendered worthless; and/or

43.5.3 loss or damage resulting directly from the default of the Provider.

43.6 The Parties expressly agree that neither Party shall be entitled to an order for specific performance to enforce any provision hereunder.

43.7 The Parties expressly agree that should any limitation or provision contained in this Clause be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if any Party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

INSURANCE

44.1 The Provider shall indemnify and keep the Council indemnified against the injury to or death of any person or persons, and loss of or damage to any property including property of the Council, and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of the provision of the Service or in relation thereto (which for the avoidance of doubt includes any claims based on the Human Rights Act 1998), except and to the extent that it may arise out of the act, default or negligence of the Council, their employees or agents not being the Provider or employed by the Provider.

44.2 The Provider will maintain or cause to be maintained, a Public Liability Insurance of a sum of not less than £5 million in respect of any one claim or series of claims arising out of one event.

44.3 Without thereby limiting its responsibilities under this Condition, the Provider shall insure, with a reputable insurance company which is satisfactory to the Council, against all loss of and damage to property and injury to, or death of, persons arising out of or in consequence of the Provider's obligations under the Agreement and against all

actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

44.4 Save only in respect of liabilities for death or personal injury resulting from the negligence of the Council or their servants the Council shall not be liable for any loss or damage whether caused by the negligence of the Council or its servants or agents or in any other way whatsoever and the Council shall in no circumstances be liable to the Provider for any loss of profit business or production or any similar loss or damage whether direct indirect or consequential howsoever caused.

44.5 The insurance in respect of personal injury or death of any person arising under a contract of service with the Provider and arising out of an incident occurring during the course of such person's employment shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1972 and any statutory orders made thereunder and any subsequent amendments or additional relevant legislation applicable to employer's liability insurance in Great Britain and shall provide a minimum indemnity of £10,000,000.

44.6 For all claims other than under Condition 10.5 above, the insurance cover shall be £5,000,000, or such greater sum as the Provider may choose in respect of any one incident, and the Provider's insurance policy effecting such cover shall have the interest of the Council endorsed thereon or shall otherwise expressly by its terms confer its benefits upon the Council.

44.7 The Provider will maintain or cause to be maintained, a Professional Liability Insurance of a sum of not less than £5 million in respect of any one claim or series of claims arising out of one event.

44.8 The Provider's liability and indemnity to the Council arising under these conditions shall be without prejudice to any other right or remedy available to the Council including the ability/right of the Council to enforce any bond or guarantee given to the Council.

44.9 The Provider shall supply to the Council a certificate from its insurers or brokers confirming that the Provider's insurance policies comply with this Condition and shall supply to the Council on request copies of all insurance policies, cover notes, premium receipts and other documents necessary to establish compliance with this Condition.

TERMINATION

Provider Default

45.1 The Council may at any time by notice in writing terminate this Agreement as from the date of service of such notice if:

45.1.1 any of the circumstances detailed in Clause 165 (Provider Personnel), Clause 17.3 (Industrial Action), Clause 41.2 (Compliance with Value

Added Tax and Other Tax Requirements), Clause 47.2 (Corrupt Gifts and Payments of Commission).

(Confidentiality); or

- 45.1.2 there is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the Provider or its Parent Company provided that the Council shall only be permitted to exercise its rights pursuant to this Clause 44.1.2 for six (6) months after each such change of control and shall not be permitted to exercise such rights where the Council has agreed in advance in writing to the particular change of control and such change of control takes place as proposed; or
- 45.1.3 the Provider, being a company, passes a resolution, or the Court makes an order that the Provider or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Provider or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Provider or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (except where the claim is made under Section 123, 1(a) and is for an amount of not less than ten thousand pounds (£10,000)) or any similar event occurs under the law of any other jurisdiction; or
- 45.1.4 the Provider, being an individual, or where the Provider is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors, or any similar event occurs under the law of any other jurisdiction; or
- 45.1.5 the Provider commits a breach of its obligations under this Agreement (other than as a consequence of a breach by the Council of its obligations under this Agreement) which breach results in the criminal investigation, prosecution and conviction of the Provider or any Sub-

- contractor under the Health and Safety Regime (a “Health and Safety Conviction”); or
- 45.1.6 the Provider;
- 45.1.6.1 commits a material breach of this Agreement which the Authority acting reasonably believes to be incapable of remedy and/or;
- 45.1.6.2 the material breach is capable of remedy and the Provider shall have failed to remedy the material breach within thirty (30) days of written notice to the Provider specifying the material breach and requiring its remedy; or
- 45.1.6.3 the Provider commits a series of breaches of this Agreement which when taken together amount to a material breach of this Agreement.

“No Default” termination

45.2 The Council may terminate this Contract by giving the Provider six months prior notice in writing.

45.3 The Provider may terminate this Contract by giving the Council six month’s prior notice in writing.

45.4 Without prejudice to Clause 45.1:

45.5 the Council may by notice in writing terminate this Agreement as from the date of service of such notice if any of the circumstances detailed in Clause 9.1 (Legislative Change), Clauses 31.5 and 31.8 (Force Majeure) and/or Clause 30.1 (Severability) arise; and

45.6 the Provider may by notice in writing served in accordance with Clause 56.3 terminate this Agreement as from the date of service of such notice if any of the circumstances in Clause 30.1 (Severability) arise.

Council Default

45. The Provider may at any time by notice in writing terminate this Agreement from the date of service of such notice if:

- 45.6.1 the Council has failed to pay any sum which is properly due and owing to the Provider (such sum not being in dispute) by the due date under Clause 36.8 (Charges and Payments); and
- 45.6.2 which sum amounts to at least fifteen percent (15%) of the total Contract Price; and
- 45.6.3 the Provider has given to the Council at least thirty (30) days’ written notice that such sum is overdue for payment and clearly stated in that

notice the Provider's intention to terminate the Agreement if such sum is not paid; and

45.6.4 the Council has not paid within the time specified in the Provider's notice under Clause 45.6.3 above.

CONSEQUENCES OF TERMINATION

46.1 The termination or expiry of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party.

46.2 In the event of any termination of this Agreement, any Services which at the date of termination have yet to be discharged shall be terminated and the Council shall, in respect of any non-discharged Services, be entitled without prejudice to the Council's other rights and remedies, to obtain a refund of any payments made by the Council in respect of any Services which have not been performed by the Provider in accordance with the terms of the non-discharged Services.

46.3 In the event of the termination of this Agreement by either Party, the provisions of this Clause and Clauses 28 (Data Protection), 39 (Interest), 43 (Limitation of Liability), 44 (Insurance), 47 (Corrupt Gifts and Payment of Commission), 48 (Confidentiality), 51 (Indemnity), 53 (Information and Assistance), 63 (Law and Jurisdiction) and 65 (Freedom of Information) shall survive the termination of this Agreement

46.4 Where, following a termination by the Council pursuant to Clauses 45.1 the Council relets the Agreement or any part thereof to an alternative Provider pursuant to Clause 52 the Provider shall make good to the Council all losses damages and expenses it may incur or be liable to in consequence of such re-letting.

CORRUPT GIFTS AND PAYMENTS OF COMMISSION

47.1 The Provider shall neither:

47.1.1 offer or give or agree to give any person employed by the Council or acting on its behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this Agreement or any other agreement with the Council or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement; nor

47.1.2 enter into this Agreement if in connection with it commission has been paid or agreed to be paid to any person employed by the Council or acting on its behalf by the Provider or the Provider's Personnel, unless before this Agreement is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Council.

47.2 In the event of any breach of this Clause 47 by the Provider or by any Provider Personnel (whether with or without the knowledge of the Provider) or the commission of any offence by the Provider or by anyone employed by the Provider or acting on behalf of the Provider under the Prevention of Corruption Acts, 1889 to 1916 or under Section 117(2) and (3) of the Local Government Act 1972 in relation to this or any other agreement with the Council, the Council may summarily terminate this Agreement or the relevant Order by notice in writing to the Provider in accordance with Clause 44.1 provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Council and provided always that the Council may recover from the Provider the amount or value of any such gift, consideration or commission together with all costs to the Council of terminating and re-letting.

47.3 The decision of the Council shall be final and conclusive in any dispute, difference or question arising in respect of:

47.3.1 the interpretation of this Clause (except so far as the same may relate to the amount recoverable from the Provider under Clause 47.2 in respect of any loss resulting from such termination of this Agreement); or

47.3.2 the right of the Council under this Clause 47 to terminate this Agreement;
or

47.3.3 the amount or value of any such gift, consideration or commission.

CONFIDENTIALITY

48.1 The Provider acknowledges that any Confidential Information obtained from or relating to the Council, its servants or agents is the property of the Council.

48.2 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall;

48.2.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

48.2.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

48.3 Clause 48.1 shall not apply to the extent that:

48.3.1 such disclosure is a requirement of law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 65;

47.3.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

47.3.3 such information was obtained from a third party without obligation of confidentiality;

47.3.4 such information was already in the public domain at the time of the disclosure otherwise than by a breach of this Agreement; or

47.3.5 it is independently developed without access to other Party's Confidential Information.

48.4 The Provider may only disclose the Council's Confidential Information to the Provider Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Provider Personnel are aware of and shall comply with these obligations as to confidentiality.

48.5 The Provider shall not, and shall procure that the Provider Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement.

48.6 The Provider undertakes (except as may be required by law or in order to instruct professional advisers in connection with this Agreement) not to:

48.6.1 disclose or permit disclosure of any details of this Agreement to the news media or any third party other than Provider Personnel;

48.6.2 disclose that the Council is a customer or client of the Provider; or

48.6.3 use the Council's name and or brand in any promotion of marketing or announcement of orders, without the prior written consent of the Council.

48.7 At the written request of the Council, the Provider shall procure that those members of the Provider Personnel identified in the Council's notice signs a Confidentiality Undertaking prior to commencement of any work in accordance with this Agreement.

48.8 Nothing in this Agreement shall prevent the Council from disclosing the Provider's Confidential Information:

48.8.1 to any government department or any other Contracting Authority. All government departments or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority;

48.8.2 to any consultant, contractor or other person engaged by the Council or any person conducting a Gateway Review;

48.8.3 for the purpose of the examination and certification of the Council's accounts; or

48.8.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

48.9 The Council shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-contractor to whom

the Provider's Confidential Information is disclosed pursuant to this Clause 48 is made aware of the Council's obligations of confidentiality.

48.10 Nothing in this Clause 48 shall prevent either Party from using techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.

48.11 In the event that the Provider fails to comply with this Clause 48 the Council reserves the right to terminate the Agreement by notice in writing with immediate effect.

PUBLICITY

49.1 Except with the written consent of the other Party, such consent not to be unreasonably withheld or delayed, neither Party shall make any press announcements or publicise this Agreement in any way.

49.2 Both Parties shall take all reasonable steps to ensure the observance of the provisions of Clause 49.1 by all their servants, employees, agents and consultants and the Provider shall take all reasonable steps to ensure the observance of the provisions of Clause 49.1 by its Provider Personnel.

49.3 Neither Party shall use business logos or publicise the logos of the other Party either in print or electronically without the express written consent of the other Party such consent shall not be unreasonable withheld or delayed.

49.4 Notwithstanding the provisions of Clause 49.1, the Council shall be entitled to publicise this Agreement in accordance with any legal obligation upon the Council, including any examination of this Agreement by the Audit Commission and the Council's external Auditors and the provisions of the FOIA.

49.5 The Parties acknowledge that the Audit Commission has the right to publish details of this Agreement (including Confidential Information) in its relevant reports to Parliament to the extent permitted by law.

ASSIGNMENT AND SUB-CONTRACTING

50.1 This Agreement is personal to the Provider.

50.2 The Provider shall not assign, novate, or otherwise dispose of this Agreement or any part thereof without the previous consent in writing of the Council acting in its absolute discretion.

50.3 The Provider shall not sub-contract the performance of its obligations under this Agreement without the prior written consent of the Council, such consent not to be unreasonably withheld or delayed.

50.4 The Provider shall adhere to detail in the Service Specification around sub-contracting, and only utilise this as a temporary option.

50.5 Notwithstanding any sub-contracting permitted hereunder, the Provider shall remain primarily responsible for the acts and omissions of its Sub-contractors as though they were its own.

50.6 Subject to Clause 51, the Council shall be entitled to:

50.5.1 assign, novate or otherwise dispose of its rights and obligations under this Agreement or any part thereof to any Contracting Authority; or

50.5.2 novate this Agreement to any other body (including but not limited to any private sector body) which substantially performs any of the functions that previously had been performed by the Council.

50.7 This Agreement is binding on the Council and its successors and assignees and the Provider and the Provider's successors and permitted assignees.

50.8 Any change in the legal status of the Council such that it ceases to be a Contracting Authority shall not, affect the validity of this Agreement. In such circumstances, this Agreement shall be binding on any successor body to the Council.

50.9 In the event that the Provider, in accordance with the terms of this Agreement, enters into a sub-contract in connection with this Agreement, the Provider shall ensure that a term is included in the sub-contract which requires the Provider to pay all sums due thereunder to the Sub-contractor within a specified period, not to exceed thirty (30) days, from the date of receipt of a valid and agreed invoice as defined by the terms of the sub-contract (as appropriate).

INDEMNITY

51.1 The Provider shall keep the Council indemnified in full against all costs, liabilities, expenses, damages and losses including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Council as a result of or in connection with:

51.1.1 any claim made against the Council by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Provider, its Provider Personnel or its Sub-contractors.

POWER OF THE COUNCIL IN DEFAULT

52.1 Where the Council re-lets the Agreement or any part thereof following termination in accordance with Clause 46 (Consequences of Termination), the Provider shall make good to the Council all loss damages and expenses that the Council may incur or be liable for in consequence of such re-letting.

INFORMATION AND ASSISTANCE

53.1 Throughout the Period of the Agreement and for a period of six (6) years after its expiry, the Provider shall:

53.1.1 maintain full and accurate records of the Agreement, all expenditure reimbursed by the Council and all payments made by the Council; and shall on request afford the Council or the Council's Representatives including the Audit Commission and the Council's external auditors such access to and copies of those records as may be required in connection with the Agreement; and

53.1.2 give all reasonable assistance to the Council including attending all meetings of any body of the Council and/or of the Council's Executive in order to answer questions pertaining to this Agreement should the need arise.

BEST VALUE

54.1 The Provider shall co-operate with the Council with the introduction and implementation of any requirements imposed on the Council in connection with Best Value and shall comply with the reasonable instructions and requests for information of the Council's responsible officer in respect thereof.

54.2 The Provider shall assist the Council to ensure continuous improvements in the efficiency of the Services in order to achieve value for money for the Council. The Provider shall report to the Council on the ways in which they intend to improve the Services on a quarterly basis.

DESIGNATED REPRESENTATIVES

55.1 The Council's Representative have the authority to act on behalf of the Council for all purposes connected with the Agreement.

55.2 The Council shall also appoint an authorised representative ("the Authorised Representative") to act should the Council Representative not be available.

55.3 The Provider shall nominate a Provider's representative ("the Provider's Representative") at the commencement of this Agreement who shall be empowered to act on behalf of the Provider for all purposes connected with the Agreement which will include but not be limited to:

55.3.1 managing the provision of the Services;

55.3.2 attending meetings with the Council Representative to review the provision of the Services;

55.3.3 providing all information and documentation reasonably required by the Council in respect of the Services for the performance of its duties.

55.4 The Council reserves the right to reject the appointment of any person as the Provider's Representative who does not in the opinion of the Council have appropriate

experience in the management of services similar to the Services or who is otherwise unsuitable for such appointment.

COMMUNICATIONS

56.1 Except as otherwise expressly provided no communication from one Party to the other shall have any validity under this Agreement unless made in writing.

56.2 The Parties agree that e-mail will be considered a satisfactory form of communication for the purposes of Clause 56.1.

56.3 Any notice whatsoever which either Party hereto is required or authorised by this Agreement to give or make to the other shall be given or made either by letter, delivered by hand or by post, or by facsimile transmission confirmed by post, or e-mail addressed to the other Party in the manner referred to in this Agreement and if that letter is not returned as being undelivered that notice shall be deemed for the purposes of this Agreement to have been given or made upon delivery to the addressee, for a letter delivered by hand, after two days for a letter delivered by post or four hours for a facsimile transmission or e-mail.

56.4 For the purposes of Clause 56.3 above the address and contact details of the Provider shall be set out in the contact form in the Invitation to Tender and the Councils details shall be referred to in the Award Letter.

56.5 Either Party may change its address for service by notice as provided in this Clause

SEVERABILITY

57.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Council and the Provider shall immediately commence good faith negotiations to remedy such invalidity and if no agreement has been reached within twenty (20) working days of commencement, either Party may by notice to the other terminate the Agreement and neither Party shall bear any liability to the other in respect of such termination (but without prejudice to any other provisions of this Agreement).

WAIVER

58.1 The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.

58.2 Waiver of any default shall not constitute a waiver of any subsequent default.

58.3 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 56.

REMEDIES CUMULATIVE

59.1 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

AMENDMENTS TO THIS AGREEMENT

60.1 This Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by the Council's Representative on behalf of the Council and the Provider's Representative on behalf of the Provider.

THIRD PARTY RIGHTS

61.1 A person who is not a Party to this Agreement shall not have any rights under or in connection with it and shall not be entitled to enforce any part of it.

DISPUTE RESOLUTION PROCESS

62.1 The Parties shall refer all matters in dispute arising out of or in connection with this Agreement for consideration and decision by directors or designated senior managers of each Party, who shall use their reasonable endeavours to reach a solution to any such dispute within a period of twenty one (21) days, and failing which, unless the Parties agree another period of time, any such dispute may, upon agreement of the Parties be dealt with as set out in sub-clause 62.2.

62.2 If the dispute cannot be resolved by the Parties' representatives nominated under Clause 62.1, the dispute may be referred to mediation under the supervision of the Centre for Effective Dispute Resolution, International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU ("CEDR"). Mediation shall commence by either Party serving on the other written notice ("Mediation Notice") setting out in summary the issues in dispute and calling upon that other Party to join in an approach to CEDR for the appointment of a mediator.

62.3 The mediation shall be conducted using a sole mediator in or substantially in accordance with CEDR's recommended agreement for the time being in use. The mediator must be a CEDR accredited mediator agreed between the Parties, or in default of agreement within fourteen (14) days of notice of either Party calling upon the other to engage in mediation, appointed by CEDR (provided both Parties have agreed to mediation).

62.4 The Parties agree to co-operate fully and promptly and in good faith with CEDR and/or the mediator in the performance of their obligations under this Clause. Both Parties will afford the mediator all necessary assistance which the mediator requires to consider the dispute including but not limited to full access to any documentation or correspondence relating to the matters in dispute.

62.5 Unless agreed otherwise in the course of the procedure each Party shall bear its own costs of the mediation.

62.6 If and to the extent that after engaging in good faith in mediation the Parties do not resolve the matters in dispute, all matters remaining in dispute shall be referred to the Courts in accordance with Clause 63 below.

62.7 In the event that the process of mediation does not succeed in finding a resolution to the dispute within a period of fifty-six (56) days, or such other time as the Parties may agree, either Party may take such action as is available to it under this Agreement or at Law.

62.8 Nothing in this Agreement shall be taken to prevent or constrain either Party from seeking an injunction or other urgent remedy where justified in the circumstances.

62.9 Work and activity to be carried out under this Agreement shall not cease or be delayed by this dispute resolution procedure.

LAW AND JURISDICTION

63.1 This Agreement is a contract made in Wales and the applicable law shall be the law of England and Wales, as it applies in Wales. Subject to Clause 62 the Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales sitting in the locality of the Council, or at Cardiff.

NO AGENCY

64.1 The Provider is not and shall not in any circumstances hold itself out as being the servant or agent of the Council. The Provider shall not hold itself out as being authorised to enter in any contract on behalf of the Council or in any way bind the Council to the performance, variation, release or discharge of any obligation to a third party. The Provider Personnel shall not hold themselves out to be and shall not be held out by the Provider as being servants or agents of the Council.

FREEDOM OF INFORMATION

65.1 The Provider acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Council (at the Provider's expense) to enable the Council to comply with these requirements.

65.2 The Provider shall and shall procure that its Sub-contractors shall:

65.2.1 transfer all Requests for Information to the Council as soon as practicable after receipt and in any event within two (2) working days of receiving a Request for Information;

65.2.2 provide the Council with a copy of all Information in its possession or power in the form that the Council requires within five (5) working days (or such other period as the Council may specify) of the Council requesting that Information; and

65.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5(2) of the Environmental Information Regulations.

65.3 The Council shall be responsible for determining in its absolute discretion whether the Commercially Sensitive Information and/or Confidential Information and/or any other Information:

65.3.1 is exempt from disclosure under the FOIA and the Environmental Information Regulations; and

65.3.2 is to be disclosed in response to a Request for information.

65.4 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.

65.5 The Provider acknowledges that the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of FOIA ("the Code") be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Provider or the Services:

65.5.1 in certain circumstances without consulting with or obtaining consent from the Provider; or

65.5.2 following consultation with the Provider and having taken its views into account.

65.6 Provided always that where 65.5.1 applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.

65.7 The Provider shall ensure all information submitted in connection with the tendering process or in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

65.8 The Provider acknowledges that any lists or schedules provided by it as part of the tendering process outlining the Provider's Confidential Information and Provider's Commercially Sensitive Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with this Clause.

65.9 Any failure to agree between the Council and the Provider arising out of or in connection with the disclosure of information under the FOIA shall be referred to the Information Commissioner for determination and resolution prior to any disclosure.

EMERGENCY AND DISASTERS

66.1 If the Council notifies the Provider of a situation, which in the opinion of the Council amounts to a possible, potential or actual emergency or disaster, the Provider shall immediately undertake such tasks and for such purposes provide such assistance including labour, vehicles, equipment and materials as are reasonably available to it and used in connection with the Agreement as the Council may reasonably require. The Council shall reimburse the actual reasonable costs incurred by the Provider in connection with the services provided to the Council in an emergency or disaster situation.

66.2 During the continuation of such emergency or disaster the Provider shall keep such records in the form of a log of all key decisions, activities and services provided by the Provider during the emergency or disaster. The Provider shall on request afford the Council such access to those records as may be required by the Council. The records shall be submitted to the Council with the Provider's invoices for payment for the services provided during the emergency or disaster.

66.3 The Provider shall if requested by the Council prior to the commencement of the Agreement provide the Council with the names, address and telephone numbers of up to three (3) of its employees who may be contacted at anytime (approved by the Council) and who will be able to initiate an immediate response to the tasks identified by the Council in the event of an emergency or disaster. The Provider shall further notify the Council of any changes in the information provided as soon as reasonably practicable.

66.4 The Provider shall have no liability for any failure to perform the Services and/or Works or provide Supplies as a result of the Council exercising its powers under this clause, subject to the Provider using all reasonable endeavours to continue to perform its obligations under this Agreement during such emergency or disaster situations.

66.5 In the event that the Provider's performance is affected by an emergency or disaster the Council shall not be liable to pay for any element of the Services which it does not receive or to the extent that any aspect of the Provider's performance is adversely affected by the situation.

WHISTLEBLOWING

67.1 The Provider shall comply with the Council's whistle blowing procedure which ensures that employees of the Provider are able to bring to the attention of a Relevant Authority malpractice, fraud and breach of Legislation on the part of the Provider or any Provider Personnel without fear of disciplinary and other retribution or discriminatory action.

MONITORING OF CONTRACT PERFORMANCE

68.1 The Provider shall comply with the monitoring arrangements set out in the Contract and Service Specification including, but not limited to, providing such data and information as the Provider may be required to produce under the Contract.

68.2 The Council may monitor, inspect and examine the work or Services being carried out by the Provider without notice at any time.

68.3 The Provider shall give all such assistance as the Council may reasonably require for such inspection and monitoring.

68.4 The Contract Officer shall be entitled to ascertain, by whatever lawful means considered appropriate, whether the Provider has performed the services to be provided under this Contract in accordance with the Contract and the Provider shall provide access to all information required by the Authority relating to the provisions of Service under this Contract.

68.5 Without prejudice to Clause 44, the Provider may be required to rectify any deficiencies in service and bring it up to the required standard in a time specified by the Officer in writing.

68.6 The Contract Officer and such persons as may be nominated by the Council will require access to all information required relating to the provision of the Services under this Contract at all times, with or without prior notice, to enable monitoring and evaluation of the service to be carried out and to review the performance of this Contract. The Provider shall make available all information required by the Council relating to the provision of the Services under this Contract.

68.7 The services provided under this Contract will be subject to continuous review and monitoring and the Council may carry out any reviews required of the services being provided.

68.8 The Provider shall conduct annual individual satisfaction questionnaires (administered in accessible formats) to ensure that an individual who is receiving the service is afforded opportunities to exercise their formal right to comment on the manner in which the Service is provided. These should be completed and made available to the Council upon request.

68.9 The Council reserves the right to arrange additional meetings at its discretion to discuss the performance of the Service. These meetings may include but may not be limited to some or all of the key criteria in this Contract and the supporting information.

68.10 The Council may undertake unannounced visits to the Provider in order to evidence any aspect of compliance of the Providers performance against this Contract, and when so doing, the Provider shall afford every co-operation and assistance to the Council, where practicable, so that they may be able to discharge their duties of establishing compliance of the Provider under this Contract. For the avoidance of doubt, the Council may also monitor the Service through:

- (a) Feedback from people who use the service;
- (b) Inspection of People's Care and Support Plans and other care planning documentation;
- (c) CIW inspection reports;
- (d) Contract reviews;
- (e) Annual Monitoring Questionnaires;
- (f) If appropriate, other Local Authorities Officer reports, for example, Wellbeing Monitoring Officer's reports;
- (g) Care Manager's reviews;
- (h) The Provider's Quality Assurance Procedures;
- (i) Escalating Concerns Procedures.

Contract Specific Terms and Conditions

FUNDAMENTAL PRINCIPLE

69.1 It is a fundamental principle of this Contract that the parties shall at all times act in a timely and transparent manner with each other and with the individual, placing a high priority on working in partnership where the individual's needs are paramount. The individual's perspective shall be a key consideration in relation to the parties' exercise of their respective duties, rights and powers under this Contract.

LEGISLATION AND GUIDANCE

70.1 The Provider shall comply at all times with the relevant legislation and guidance that pertain to the safe operation of the Service and (without affecting the generality of the foregoing) in particular:

- 70.1.1 Comply with the regulations made and national standards set under the Regulation and Inspection of Social Care (Wales) Act 2016 and any subsequent amendments.
- 70.1.2 Provide the Service in accordance with the relevant industry standards within which the Service operates.
- 70.1.3 Provide the Service in accordance with any relevant registration standards as specified and approved and updated by CIW.
- 70.1.4 The Provider will inform the Authorised Officer of any enforcement notice from CIW or any other regulatory body immediately and provide a copy to him/her within 24 hours.
- 70.1.5 The Provider shall ensure that their staff have a good working knowledge of the appropriate good practice guidelines and any amendments, updates or new guidance as they come. They must make copies of these documents available for their staff's use and for inspection by the Council. The Provider shall ensure that the Service is delivered in accordance with the above guidance.
- 70.1.6 All Domiciliary Care Workers must register with Social Care Wales, the Provider and its staff must comply with registration rules and the codes of conduct/practice issued by the Social Care Wales.
- 70.1.7 The Provider shall comply with all relevant primary and secondary legislation including the Health & Safety at Work Act 1974 and all subsequent relevant amendments and/or Regulations, Codes of Practice and the like.
- 70.1.8 The Provider shall comply with all relevant primary and secondary legislation including the Human Rights Act 1998 and the Convention to which this legislation relates and the UN Convention on the Rights of the Child 1989.
- 70.1.9 The Provider shall provide the Service in accordance with the Mental Capacity Act 2005 and Mental Health Act 2007.
- 70.1.10 The Provider shall adopt and implement procedures in respect of violence at work which will include responses to any incident in which an

employee is abused, threatened or assaulted by a member of the public in circumstances arising out of the course of his/her employment. The Provider shall also have in place a Lone Working Policy which ensures that procedures are in place to protect the health and safety of staff that are required to work alone at any time of the day or night.

70.2 In relation to health and safety matters the Provider shall produce as required by the Council from time-to-time satisfactory records of instruction and training of its staff and its written procedures showing compliance with the relevant legislation.

70.3 The Provider recognises that the underpinning legislation and guidance referred to in this Agreement may be subject to change throughout the duration of this Agreement and the Provider should ensure that it and its staff are aware of such changes.

COMPLIMENTS AND COMPLAINTS

71.1. The Provider will operate a procedure for recording compliments received to evidence good practice.

71.2. The Provider will operate a procedure for investigating any complaint made by or on behalf of the person. The Provider will make people, their families and carers aware of how to access this procedure at the commencement of the provision of service. People and their families shall be informed in writing by the Provider of the means of registering a complaint, how the complaint will be dealt with and of the outcome, as soon as is reasonably possible, or in any event within 7 days of the start of the placement. Public information on the Provider's complaints process should be easily accessible and visible to people and their families.

71.3. Where a complaint is registered and in line with good practice a discussion and/or meeting should take place with the individual and/or their family to try and resolve the issues and agree a way forward. Consideration should be given as to whether the individual would benefit from the assistance of an advocate and if this is the case then advice on the Council's commissioned advocacy service should be provided.

71.4. All complaints made to the Provider by or on behalf of the person to the Provider will be recorded and a copy of any such complaints shall be forwarded to the Council upon request. The Provider shall set out his response to the complainant in writing with a copy to the Authority within 15 Business working days (if required). Any extension to this timescale must be negotiated and agreed with the person and/or their family and the Authority should be notified of the agreed timescale.

71.5. Where the Provider's complaints procedure is a two-stage process, and the person remains dissatisfied following the first stage then a further investigation of the issues by a senior manager should be undertaken and a response provided within 25

days. A copy of the investigation and response should be forwarded to the Council no later than 2 days following completion.

71.6. Should the complainant remain dissatisfied after the Providers internal procedures have been exhausted then they should be provided with information and contact details for the Contracting Authorities complaint's officer. For complainants who are self-funding details of the Public Services Ombudsman for Wales should be provided.

71.7. All complaints received and dealt with by the Provider will be monitored by the Council's Commissioning Team and any identified service improvements or lessons learned will be reviewed to ensure the Provider's performance meets the expectations of this Contract.

71.8. The Provider will advise people, their families and carers of their rights to access the Council's complaints procedures in the event that they are not satisfied with the way in which the Provider has dealt with their complaint.

ADVOCACY

72.1. There will be occasions where a person requires the assistance of a professional advocate to represent their wishes and feelings and to ensure their voice is heard when exercising choice or making decisions about how their care and support is provided.

72.2. The Provider will promote the use of Advocacy services and will signpost people and their families on to services. The Provider will actively offer advocacy where it is considered appropriate to do so and where it is requested will make the necessary arrangements for an advocate to be provided.

MENTAL CAPACITY & DEPRIVATION OF LIBERTY

73.1 The Provider will ensure that its staff all understand and apply the requirements of the Mental Capacity Act 2005. All services provided for people who have been assessed as unable to consent to the care and support that they need can only be given that care and support in their best interests according to Sections 4 and 5 of the Mental Capacity Act 2005. Any restrictions placed on people's liberty can only be legally justified if they are demonstrated to be necessary, proportionate and in the individuals' best interests.

SAFEGUARDING ADULTS AND CHILDREN

74.1 The Provider shall prepare and implement written policies in relation to Adult and Children's Safeguarding, which all Staff are made fully aware of through induction, supervision, access to the policy, team meetings, and ongoing training/development. The Provider shall inform people using the service of the policy on commencement of the Service and during the Service within ongoing discussions.

74.2 The Provider shall ensure that training for Staff in connection with adult safeguarding and where applicable children's safeguarding includes the recognition of where there are concerns of significant harm, risk or abuse, dealing with disclosures of abuse, confidentiality, bullying and including the protection of the person from other people using the service.

74.3 The Provider must clearly set out the procedures for reporting concerns or allegations. Where the Provider or its Staff have received information that a person using the service has been abused, or is at risk from abuse/significant harm, the Provider must, without exception, immediately report this to the Designated Officer at Monmouthshire Council, their line manager or if outside of office hours, the Emergency Duty Team and/or Police.

PROVIDER'S STAFF

75.1. The Provider shall provide sufficiently trained and competent staff who have adequate skills to provide good standards of care and are able to provide the Services in accordance with the Specification.

75.2. In providing the Service the Provider shall comply with legislation, regulations and guidance in force or applicable at the time including any local policies required by the Council relating to the recruitment, appointment and employment of staff. The Provider shall keep records in relation to these processes for each member of staff and, where the member of staff consents or where the law requires, shall provide information to the Council. The Provider shall ensure that policies are in place to guide and support staff.

75.3. The Provider shall ensure that every DBS check is satisfactory in relation to an individual's employment and shall carry out risk assessments in relation to any disclosure (whether as a result of a DBS check or from an employee or a potential employee) and shall confirm to the Council, when asked to do so, that the DBS checks are satisfactory.

75.4. The Provider shall ensure that the staff have the appropriate competencies and must be able to demonstrate that these competencies have been specifically set out in job descriptions, person specifications and personal development plans.

75.5. The Provider will ensure that there are appropriate management arrangements in place to deliver the service.

75.6. Outside normal office hours, the Provider must ensure that Staff have appropriate access to advice and support from a sufficiently qualified and experienced Manager or staff member should they need to have such support at any time of day, 7 days a week.

75.7. The Provider shall maintain an organisational chart, or similar, outlining staffing structures, staffing levels, staff duties and areas of responsibility pursuant to the

Services. If the Council requests a copy of this the Provider must provide a copy in good time.

75.8. The Provider shall ensure that there are sufficient staff to cover staff holidays or absences for any reason.

75.9. The Provider shall inform the Council without delay if the Provider is experiencing difficulty maintaining adequate staffing levels and shall use their best endeavours to maintain continuity of staff for individuals.

75.10. The Provider will consider the requirements of the Welsh Language Standards (as listed within Clause 26.3) when planning its workforce and where possible ensure that a Welsh Language speaker is available to provide good standards of care, in the language choice of the individual.

STAFF INDUCTION

76.1 The Provider shall, during the first day of employment, ensure that all new staff including agency staff are made aware of and instructed and trained to ensure that they understand the fire precautions applicable to the service and the action to be taken in the event of a fire.

76.2 The Provider shall provide an induction programme from the first day of employment which will comply with legislation, standards and guidance in force at the time. See RISCA regulation 36

76.3 In relation to training in moving and handling, the Provider shall ensure that staff are trained to the All-Wales Passport level.

76.4 Providers shall aim to enable care staff to be registered within six (6) months of commencing employment with the Provider currently people have to register at 6 months, either with a qualification such as Health and Social Care Core L2/Practice or a predecessor qualification such as QCF Diploma. If the worker does not hold a qualification they would either need to complete the L2 Health and Social Care Core or an employer's assessment. They would then need to access a training programme leading to the New Health and Social Care Qualifications Core L2, Practice L2 or Practice L3. The Provider will ensure they adhere to all registration requirement as stipulated by Social Care Wales.

ONGOING TRAINING & SUPERVISION

77.1 The Provider shall ensure that appropriate education, training, development and supervision is provided for all staff involved in policy development or care / service delivery to Individuals. This must include awareness of equalities, including age discrimination and specialist training appropriate to the Service's Statement of Purpose, in accordance with the Service Specification and in line with legislative requirements.

Ongoing training must be provided, or made available, by Providers for all Staff commensurate with the tasks and duties they are required to perform.

77.2 The Provider shall record details of their training and supervision provided to individual members of staff in their personal file. At least each year the Council may request information relating to the training and supervision provided to staff. The Council acknowledges that the information provided may be limited by the provisions of the data protection legislation.

77.3 All Providers shall complete the Council's Workforce Development Survey on an annual basis and return by the due date to the Contracting Authority. This survey is collated to ensure that accurate workforce data is available for the Welsh Government in relation to staff in post and qualifications held. It is also used to plan any forthcoming training events.

CARE WORKFORCE DEVELOPMENT

78.1 In the delivery of this contract, Providers will be required to provide information to the Council's nominated officer that will be used to contribute to an annual Learning and Development programme for the Care Sector as a whole. This information will include a comprehensive training needs analysis for all staff employed by the Provider.

78.2 The information required shall be provided to the nominated officer in the determined format by the end of December each year in order to be included within the Council's Learning and Development Strategy for the following financial year as required by the Welsh Government.

78.3 In addition, Providers will be required to provide information to the Council's nominated officer which will be used to contribute to the profile of the care workforce in Wales. This information will include workforce information on pre-determined data sets for all staff employed or volunteering for the Provider.

CONTRACT PRICE

79.1 The Contract Price for the Services shall be the full and exclusive remuneration due to the Provider in respect of the provision of the Services.

79.2 The Contract Price in relation to the number of hours allocated to the Lot will be reviewed quarterly in the first year of the contract and thereafter biannually for the remaining term of the contract. The Council reserves the right to review the hours allocated to the Lot quarterly or at any time during the contract if there is significant fluctuation in the hours allocated.

79.3 If any changes to the Specification are deemed necessary and are authorised in writing by the Authorised Officer, any revisions to the Contract Price shall be amended in the Contract Particulars.

79.4 Any variations other than that of the annual price increase must be submitting in writing in accordance with Clause 37 and will be determined by the provisions of that Clause.

79.5 In line with the Welsh Government's Programme for Government, the Provider will ensure that all Social Care Workers assigned to the contract shall be paid the minimum of the Real Living Wage. Travel Expenses will be paid in line with the current HMRC at a rate (currently set at 45 pence per mile for 24/25). Any future amendment to current Welsh Government Policy may necessitate a contract variation.

ANNUAL PRICE INCREASE

80.1 The annual price review will be undertaken through an assessment and calculation based on a weighted average using a range of financial indices that will be applied to each cost element of the pricing schedule. These indices include but not limited to the following:

- Any increases relating to the Real Living Wage from the 1st of April in the year following publication of annual increase by the Living Wage Foundation.
- The annual price review will also have due regard to any legislative costs that may arise during the period of the contract. E.g., Changes to Employer's National Insurance Contribution rates.

PAYMENT

81.1 Payment of invoices will be carried out in line with clause 36 of this Contract.

81.2 The nature of this service is such that there is likely to be an ebbing and flowing of hours in any given week. To enable the contract to pragmatically operate within this fluctuation in weekly hours, without the need to review and revise the LOT hours, both a minimum and maximum tolerance level will be applied, resulting in no claw back or additional payment when services are delivered within these tolerance parameters. On validation, where it is confirmed that a service has delivered less than the 80% of contract hours paid for in the 4 weekly advance payment, where the level is no greater than 5% (i.e. 75% of the LOT hours) no clawback will be applied. Equally, on validation where it is confirmed that the service has provided in excess of 100% of the LOT hours, no additional payment will be made. Where the service has provided more than 100% of hours and considers there is need for a consistent increase, the provider will need to seek a review of the contract hours as per clause 36. Where the service has delivered less than 80% of the contract hours for a period of four consecutive weeks the Provider must immediately notify the Council of that fact in writing.

81.3 80% of the LOT Hours, will be paid 4 weekly in advance, these would be guaranteed hours for the quarter and would not be subject to any clawback subject to the Providers compliance with clause 81.2.

81.4 Any hours delivered between 80 and 100% of the contract value (subject to the maximum 20%) will be payable once all the actual data has been submitted by the Provider, and the council has undertaken a reconciliation process. Following this the provider would then submit an invoice for payment up to the remaining 20%. The payment of this invoice will then be made within the standard 30 days.

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Appendix 04 – Method Statement Questions

South Monmouthshire Domiciliary Care and Support – Block Contracts

You are required to complete the following method statements to demonstrate the service delivery, quality of provision and outcomes for people who use the service. These questions are embedded within the PROACTIS project within the Questions tab, titled Method Statement Questions.

Please make reference to any relevant policies and procedures within your response to each method statement question but you must ensure that you also provide a brief summary of the impact these will have on the delivery of the contract within your answer. The Council reserves the right to request sight of one, some or all policies and procedures prior to award of contracts.

Generic Questions

All tenderers must complete the generic questions once, irrespective of the number of lots they are tendering for.

Q1	<p>Please describe your proposed implementation plan/process to ensure that the contract commences successfully and on time. Consideration should be given to all processes required to ensure the contract is fully operational and in full accordance with the Specification from contract start date. Please ensure you include reference to the following areas as a minimum:</p> <ul style="list-style-type: none">• TUPE• Establishing a registered base• Engagement with the people receiving the service and their family• Staff engagement• Engagement with incumbent providers• Professional services engagement e.g. care managers / OT's / GP's• Your Organisational Implementation plan• Building trust• Communication Strategy• Continuity of service during the transfer period <p>Maximum of 4 sides of A4, Arial Font, Size 12 (<i>weighting 15%</i>)</p>
Q2	<p>Please explain how you will operate the block contract in a way that meets the outcomes as set out in the service specification (Clause 2.10). In your response, please include the following:</p> <ul style="list-style-type: none">- An enabling approach to care- Training and skills for your carers in this way of working- Outcome focussed care- People receiving the services wishes and involvement- Partnership working with others including people receiving the service and their families.- Developing links with the community

	Maximum of 4 sides of A4, Arial Font, Size 12 (weighting 20%)
Q3	<p>Please describe the staffing team you will put in place to fulfil the requirements of the contract, you should detail how you will ensure your staff have the appropriate training, support and oversight to meet the needs and wants of individuals being cared for including those with dementia, disabilities or mental health needs?</p> <p>Maximum 2 Sides of A4, Arial Font, Size 12 (weighting 10%)</p>
Q4	<p>Recruitment and Retention of the workforce is a particularly challenging area currently facing the care sector. Recruiting staff in certain areas of South Monmouthshire can also be a particular challenge due to demographics and rurality.</p> <p>Please explain the steps that you will take as an organisation to successfully address this issue, you will need to refer to the following areas in your response:</p> <ul style="list-style-type: none"> • Staff recruitment & retention processes • Travel and subsistence policies and processes • Absence management (to include your health and wellbeing support arrangements). • Social Care Wales staff registration • Lone working support • Whistle blowing / complaints procedure <p>Maximum 2 sides of A4, Arial Font, Size 12 (weighting 10%)</p>
Q5	<p><i>This question was developed in conjunction with people who use the service and their relatives and unpaid carers.</i></p> <p>How will you ensure that people and their families, have the opportunity to build trusting relationships with a team of consistent carers and other staff? How will you ensure that carers work alongside the family in a way which promotes a feeling of teamwork.</p> <p>Maximum 2 sides of A4, Arial Font, Size 12 (weighting 10%)</p>
Q6	<p>Please provide a brief summary of your Business Continuity Plan which will provide a planned approach to continuity of care and support during the times of operational challenge. Your business continuity plan, should include but is not limited to, reduced staffing capacity, poor weather, high levels of absence etc</p> <p>Maximum 1 side of A4, Arial Font, Size 12 (weighting 5%)</p>
Q7	<p>The Social Partnership and Public Procurement (Wales) Act 2023 places a socially responsible procurement duty on all Welsh councils to seek to</p>

	<p>improve the economic, social, environmental, and cultural well-being of their area by carrying out public procurement in a socially responsible way. The aim is to maximise the positive outcomes and wellbeing of local people; influence local service provision; and add value and focus to what matters to people in a way that exceeds exclusively monetary value. This is about:</p> <ul style="list-style-type: none"> – enhancing health and wellbeing; – building safer communities; – maximising opportunities for fulfilling potential; – improving the physical environment; and – supporting local economies. <p>Describe what your organisation will bring to the contract that is outside of the scope of the service specification which will deliver added Community Wellbeing Benefits to the service. This should only relate to value added to the delivery of this contract and should not refer to other services delivered or funded from elsewhere.</p> <p>Maximum 2 sides of A4, Arial Font, Size 12 (<i>weighting 5%</i>)</p>
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Lot Specific Questions

The following questions (8 & 9) are Lot specific questions and must be answered for each separate Lot for which you are bidding. For example if you are bidding for all 3 Lots, you will need to answer question 8 and 9 for all three Lots i.e. a total of 6 responses. These questions will be evaluated and scored independently for each Lot.

Q8	<p>Please explain how you will ensure you have sufficient capacity to meet all the referral requirements of the service specification, within set response timeframes, including standard referrals, hospital discharge, emergency community response and referrals from Monmouthshire's reablement service.</p> <p>Please refer in your response to:</p> <ul style="list-style-type: none"> • The availability and processes of your planners, coordinators and any other back-office support functions. • Compliance with Hospital Discharges timescales for each of the Pathways (0,1 &3) • How would you respond to an urgent community response? • Transfer from Reablement services • Routine packages <p>Providers may want to consider the TUPE information provided to them when developing their response.</p> <p>Maximum 4 sides of A4, Arial Font, Size 12 (<i>weighting 15%</i>)</p>
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Q9	<p>Please explain how you will organise your staffing resources to meet the specific needs of the lot area e.g. geography, demographics and population (not an exhaustive list). In this question, we are looking for you to demonstrate your understanding of the local area and its specific challenges and how you will address these.</p> <p>Maximum 2 sides of A4, Arial Font, Size 12 (<i>weighting 10%</i>)</p>
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Appendix 05 – Pricing Schedule – Lots 1, 2 and 3

South Monmouthshire Domiciliary Care and Support – Block Contracts

Failure to complete this form will deem your tender to be non-compliant.

1. You, the Tenderer, must confirm that you are able to provide the services on offer, as detailed in the Tender Pack for Proactis reference ERFX1000024.
2. The contract term is 4 years (with the option to extend for 2 years, plus an additional 2 years if necessary).
3. Please note that you, the tenderer, can bid for one, two or all three Lots. The Council will award a maximum of one Lot to any provider regardless of how many Lots they bid for. If you are successful, and ranked Number 1 in all Lots applied for, you will only be awarded your first ranked preferred Lot. Please see Appendix 01 - Invitation to Tender for full details on how each Lot area will be awarded.
4. The Council reserves the right to NOT award one, two or any of the Lots.
5. You are required to submit one urban hourly rate only, and one rural hourly rate only where applicable, that will apply to relevant Lots subject to the Block Contracts for Domiciliary Care and Support in South Monmouthshire. There will be no premium for sub one-hour calls, as the calls will be procured within a block arrangement.
6. The hourly rate must encompass all your costs for delivering this service including (but not exclusively) the requirement to pay the Real Living Wage (RLW), 45p per mile travel expenses, the payment of any other travel expenses, any premiums you wish to pay for bank holidays, evenings etc, management, training, registration and office costs. This list is not intended to be exhaustive, and it is for you to determine and include all relevant costs.
7. Hours for the lot/s for which you are applying can be found within the Lot information in Appendix 08 - Service Specification. Please take into account the geography and potential spread of packages when coming to your hourly costing.

8. Please note that for Lots 1 and 3, tenderers must provide an urban rate for Zone A and a separate rural rate for Zone B. Tenderers bidding for Lot 2 must only submit an urban rate. The rural rate allows for tenderers to take account of the specific geographies and rurality of different Lot areas. The lots are summarised below

	Support Hours Per Lot								
	Lot 1: Chepstow Town and Rural			Lot 2: Caldicot Town & surrounds			Lot 3: The Levels and Rural		
	Zone A (Urban)	Zone B (rural)	Total	Zone A (urban)	Zone B (Urban)	Total	Zone A (Urban)	Zone B (rural)	Total
Hours	887	82	969	734	53	787	467	164	631
People	52	7	59	56	6	62	37	11	48

9. If you are bidding for Lots 1 and 3, you must submit the same urban and rural rate for each Lot.
10. In calculating the price, the assumption should be made that the minimum you will be paid for is 80% of the contract price in advance, the remaining will be made up based on the provision of evidence of actual hours delivered up to 100% of the total Lot amount.
11. A pricing matrix will need to be submitted with this pricing schedule on the template provided within the tender pack, this will enable the Council to substantiate the tenderer's cost as set out in this Pricing Schedule and support with future uplift offers. A separate pricing matrix will need to be completed for both urban and rural rates (where applicable).
12. Please note that there is no additional funding for Start-up Costs in relation to the provision of the Block Contracts for Domiciliary Care services in South Monmouthshire.
13. Please also note that any contract price that you, the Tenderer, submit should take into account all the information provided in the Tender Pack, including but not limited to, the service specification, contract terms and conditions and TUPE information.
14. The contract will be awarded following an assessment of the combination of the price and quality scores as outlined within the evaluation methodology section outlined in 'Appendix 01 – Invitation to Tender'.

15. The Rural rate and Urban rate provided for Lots 1 & 3 will be combined and the average lowest price will be awarded the maximum weighting allocated to Price i.e. 40%.
16. The Tenderer should note that in accordance with the contract terms and conditions, the Council reserves the right to vary the number of hours within the block contract, up and down, in accordance with work available within agreed reviewed periods (3 monthly in first year and 6 monthly thereafter).
17. The Council may increase the Price from the 1st April each financial year (considering any increase applied previously to the Price) by the proportion by which the Office of National Statistics' Consumer Prices Index has increased (if any). The Council will also consider the impact of the real Living Wage when agreeing uplifts and will apply any uplift needed to ensure all relevant staff receive payment at rLW. For the avoidance of doubt, if there is no such increase then the Price shall remain unchanged.

Please insert your urban hourly rate in the column opposite (as set out in your pricing matrix).	<p>Year 1</p> <p>£</p> <p>(Insert hourly rate)</p>
Please insert your rural hourly rate in the column opposite (if applying for Lots 1 and 3) (as set out in your pricing matrix).	<p>Year 1</p> <p>£</p> <p>(Insert hourly rate)</p>

Lotting Preference Table

If you are bidding for more than one Lot, please rank the Lots below in order of preference. Please input N/A for any Lots you are not applying for.

	Preference of Lot (Please state First Choice, Second Choice, Third Choice as applicable in the boxes below)
Lot 1: Chepstow Town and Rural	
Lot 2: Caldicot Town & surrounds	
Lot 3: The Levels and Rural	

Please sign below to confirm that you have taken into account all the information supplied to you within the Tender Pack, when submitting your Contract price. This must be signed by an Authorised Signatory and is a mandatory requirement of this tender.

Failure to sign this form will affect your tender submission.

Please note - Abnormally Low Tenders

Where the pricing of a Tender is abnormally low the Council reserves the right to reject the Tender in accordance with the requirements for further investigation under The Public Contracts Regulations 2015.

Signature:

Date:

Print Name:

Position:

Organisation:

Contract Title:		South Monmouthshire Domiciliary Care and Support – Block Contracts Pricing Matrix		
This document must be completed and submitted alongside the pricing schedule, to substantiate and explain your hourly rate. It may also be used to support with uplifts in future years.				
Contract Ref:				
Organisation				
PRICING MATRIX - URBAN RATE				
Care Worker Costs	Care Worker Costs	Direct Pay	£	
		Hourly Pay Rate / Care Delivery		
		Paid Travel Time		
		Annual Leave & BH		
		Training		
		Sick pay/ other non productive time		
		Direct Hourly Pay	£0.00	
		On Costs	£	
		Employers' National Insurance		
		Pension		
Contributions and Profit	Other Staff Costs	Total Care Worker Costs	£0.00	
		Travel Allowance/Expenses		
		Subtotal of Direct Care Costs	£0.00	
		Other Staff	£	
		Management / Supervisory		
	Overheads (all non staffing costs)	Other Staff Costs	Admin / Planning	
			Other Staff	
			Total Other Staff Costs	£0.00
			Overheads	£
			Office/ Accommodation Costs	
Overheads (all non staffing costs)		Telecommunications / ICT Costs		
		Registration Fees inc CIW		
		Staff Training		
		Recruitment and advertising (inc DBS checks)		
		Profit		
	Other			
	Total Non-staffing Costs	£0.00		
Total Hourly Rate:		£0.00		

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Contract Title:		South Monmouthshire Domiciliary Care and Support – Block Contracts Pricing Matrix	
This document must be completed and submitted alongside the pricing schedule, to substantiate and explain your hourly rate. It may also be used to support with uplifts in future years.			
Contract Ref:			
Organisation			
PRICING MATRIX - RURAL RATE - LOTS 1 & 3			
Care Worker Costs	Care Worker Costs	Direct Pay	£
		Hourly Pay Rate / Care Delivery	
		Paid Travel Time	
		Annual Leave & BH	
		Training	
		Sick pay/ other non productive time	
		Direct Hourly Pay	£0.00
		On Costs	£
		Employers' National Insurance	
		Pension	
		Total Care Worker Costs	£0.00
		Travel Allowance/Expenses	
Subtotal of Direct Care Costs	£0.00		
Contributions and Profit	Other Staff Costs	Other Staff	£
		Management / Supervisory	
		Admin / Planning	
		Other Staff	
	Total Other Staff Costs	£0.00	
	Overheads (all non staffing costs)	Overheads	£
		Office/ Accommodation Costs	
		Telecommunications / ICT Costs	
		Registration Fees inc CIW	
		Staff Training	
		Recruitment and advertising (inc DBS checks)	
		Profit	
Other			
Total Non-staffing Costs	£0.00		
Total Hourly Rate:		£0.00	

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South Monmouthshire Domiciliary Care and Support – Block Contracts

2025 – 2029

Service Specification

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PART A

1. Introduction

- 1.1 To respond to the current challenges within the domiciliary care sector in South Monmouthshire we need to manage and deliver domiciliary care in a way that ensures both current and predicted demand for the service can be met.
- 1.2 We aim to ensure:
- The provision of sustainable high quality domiciliary care to those with an assessed need within Monmouthshire.
 - Increased capacity and resilience within the domiciliary care sector both now and into the future.
 - Improved outcomes for individuals who need or may need care in the future, through targeted reablement and best use of capacity.
 - Maximisation of the cost effectiveness of the care.
 - Improved and standardised terms and conditions for the independent sector domiciliary care workforce supporting with stability of workforce within providers.
- 1.3 The aim is to make sure that people who receive care and support and their family carers are supported to live the best lives possible, building on their own strengths and capabilities. This requires organisations to focus their resources on the impact they have, as well as the activities they carry out.
- 1.4 *The Social Services and Wellbeing (Wales) Act 2014* requires us to focus on people's well-being and put them at the centre of their care and support planning.

2. The Service Model

- 2.1 For the purpose of the Block Contract for provision of domiciliary care and support in South Monmouthshire, the area has been divided into three geographical lots. Following the procurement process, a single designated Care Provider will deliver all Block Contract domiciliary care and support services in their respective lot area. See Appendix 1.
- 2.2 Long term care and support including the provision of personal care for older people, people with disabilities and mental health needs and people with dementia.
- 2.3 The service will operate 365 days a year, 6am – 11pm, dependent on the needs of the people being supported.
- 2.4 Focusing the service on the quality of the intervention and the benefit it achieves, and not just on time and task.

- 2.5 Promoting independence and reducing unnecessary dependency on service provision through taking an enabling and strength-based approach.
- 2.6 Providing support to people which is complementary to their lives and the people in it who support them, building trusting relationships with people and their families.
- 2.7 Encouraging care providers to use equipment and technology to enhance and promote independence, minimising the need for care and support.
- 2.8 Encouraging care providers to signpost people to the resources available in our communities.
- 2.9 Enhancing the workforce experience to improve the quality of care and the reliability of the service to meet demand, including the requirement to pay a real Living Wage for eligible staff and a common minimum travel expense to be paid in line with the current HMRC at a rate (currently set at 45 pence per mile for 24/25).
- 2.10 **The outcomes we want to achieve for people with this contract are:**
- We want people to have a safe place where they feel at home.
 - We want to make it simpler and easier for people to stay independent.
 - We want people to be connected to their communities.
 - We want people to have a connected system of support.
 - We want people to benefit from a well-trained, engaged workforce.

3. Individual outcomes

- 3.1 Well-being means different things to different people, and people are best placed to determine what matters to them. People who need care and support will want to achieve outcomes that are personal to them and their individual circumstances – these are referred to as personal outcomes. Personal outcomes will be agreed during the assessment process. We will expect the Care Provider to work with the person to support them to achieve the personal outcomes they have agreed in their relevant assessment and support plan.
- 3.2 We will expect the Care Provider to develop an effective approach to service delivery planning and review that supports people to achieve their personal outcomes.
- 3.3 We expect the Care Provider to recognise the importance of people's relatives, friends and the wider community that can positively affect and contribute to people's wellbeing outcomes. It is expected therefore that, where appropriate, the Care Provider actively engages relatives/friends to take an active role in the care and daily living of the person receiving the service and considers how community resources can contribute to the person's plan.

- 3.4 The assumption underlying care or support decisions shall be that people can make their own choices about their own lifestyle (unless restricted by any of the provisions of the Mental Capacity Act 2005 or Mental Health Act 2007 and with due regard to relevant health and safety legislation and All Wales Safeguarding Procedures).
- 3.5 It is expected that the wishes and preferences of people who lack formal mental capacity to make decisions are respected wherever possible and, again where possible, people with impaired decision-making ability should be supported to make decisions themselves.
- 3.6 Where a person lacks or may lack mental capacity, the care management team and any appropriate advocate or representative must be involved to ensure the correct process is followed and decisions taken are in the best interests of the person. All decisions taken regarding their daily living including (but not exclusively) financial transactions, living arrangements, support/care etc must be fully and appropriately documented.

PART B: SERVICE IMPLEMENTATION ARRANGEMENTS

4. Assessment of Needs

- 4.1 Any service to a person must be identified as being required through the established assessment process of the Council.
- 4.2 Funding will only be available if the assessment establishes that the person is eligible for care and support and that the outcomes agreed between the person and the Care Manager can only be achieved through a directly commissioned Domiciliary Care Provider.
- 4.3 The Council currently works with 3 types of assessment documentation:
- An Integrated Social Care Assessment undertaken under the Social Services and Wellbeing (Wales) Act 2014.
 - A specialist mental health assessment for people that require Care and Treatment in Secondary Mental Health services under the Mental Health (Wales) Measure 2010.
 - A Care and Treatment Plan under the Mental Health (Wales) Measure 2010.

5. Care Plans

- 5.1 People eligible for care services arranged and funded by the Council will have a Care and Support Plan or a Care and Treatment Plan that sets out their assessed needs and personal outcomes. This should be in place before service commences.
- 5.2 The Care and Support Plan or Care and Treatment Plan will be prepared and completed by the Care Co-ordinator or Care Manager in partnership with the

person/family or advocate and in some cases the Multi-Disciplinary Team (MDT).

- 5.3 The full Care and Support plan will be made available to the Care Provider prior to the commencement of the service. In the case of a Care and Treatment Plan all relevant aspects of the plan will be made available to the service in the same way.
- 5.4 Care and Support Plans and Care and Treatment Plans will focus primarily on the outcomes the person wants to achieve. People may have an agreed weekly allocation of hours or specified times and tasks where there is a specific and assessed need. The Council is hoping to move towards weekly rather than time and task allocated hours through the duration of the contract.
- 5.5 The Care Provider will, from the start of the service agree a Service Delivery Plan with the person and their family/advocate that sets out how the service will support the person to achieve the personal outcome(s) that matter to them.

6. Domiciliary Care Referral Process

- 6.1 The Council will forward care and support plan or assessment to the allocated Care and Support Provider for the lot area.
- 6.2 The designated Care Provider for the lot area will contact the person/family/carer to discuss how they will meet their assessed outcomes as documented in the care and support plan and agree a service start date.
- 6.3 The Care Provider will confirm to the Council when the individual service user's support will commence.
- 6.4 The Commissioning team and the Care Manager will record start date on relevant records.
- 6.5 The Care Provider is the contracted provider and is required to deliver the envelope of hours for their awarded lot area and will be required to maintain the capacity to fulfil all commitments for existing packages of care within the lot, in addition to taking all new referrals within the timescales as set out in sections 14 – 19 of this specification and routine referrals within 5 working days.
- 6.6 Care Providers will be expected to attend any relevant meetings with the Council, care management, reablement and hospital discharge teams as required and relevant in each lot area. Thereby enabling the Care Provider to plan for package start dates to comply with the routine and Hospital Discharge time scales below.
- 6.7 Care Providers will also be expected to attend meetings with the Council and Aneurin Bevan University Health Board, which could be daily, when hospitals enter a 'business continuity' position at times of extreme pressure to support

swift hospital discharge for those people who have been assessed as being medically fit for discharge and require home care support.

7. Lots

- 7.1 The Care Provider is required to accommodate all care packages offered to them within their contracted Lot area within their contractual allocation and within the timescales indicated in this Specification.
- 7.2 In exceptional circumstances where a new care package cannot be accommodated by the Care Provider, and the hours allocated are within the scope of the Lot hours, the Council reserves the right to claw back these hours from the allocation of monies. The Council also in this circumstance reserves the right to allocate the package of care to another provider. However, the Council would expect this to be a temporary arrangement, considered only in exceptional circumstances and only required where the Care Provider has exhausted all measures, including sub-contracting, to meet their contractual obligation. The Council will expect the Care Provider to rectify the position as a matter of urgency to accommodate the package of care. Whilst this situation may occur from time to time, the Council would not expect this to occur on a regular basis as this would undermine the continuity of care required by service users. Any contractual non-compliance relating to allocations will be evaluated during the contract monitoring process.
- 7.3 Where a Care Provider is required to sub-contract to deliver its contractual obligation in the delivery of the LOT hours, this must be notified to the authorised officer immediately, and will only be permitted for a short authorised period of time the Care Provider will be expected to remedy this situation as a matter of urgency and bring the sub-contracted hours back within the contracted Care Provider's contractual arrangements as a matter of priority.
- 7.4 Monthly hours delivered via a subcontractor on the Care Providers behalf will be required to be detailed on the monthly invoice stating who the subcontractor is and how many hours delivered.

8. Termination

- 8.1 Should this Contract be terminated (in accordance with the clauses 45 within the T&Cs) for any reason then the Council shall offer the care hours effected by the Termination to the appropriate remaining providers who are subject to this arrangement. The Council shall take into consideration the need to ensure quality, continuity, accessibility, affordability, availability, and comprehensiveness of the services when re-awarding these care packages.

9. Service Delivery Monitoring and Payment Validation Process

- 9.1 The Lot hours will be notified indicatively at tender stage (see Appendix 1) and confirmed at award. For the first year the level of the hours will be reviewed and revised as needed quarterly, and biannually thereafter based on the actuals reported via the Care Provider's electronic call monitoring (ECM) system.
- 9.2 As per Clause 81 in the Terms and Conditions of Contract, 80% of the LOT hours will be paid 4 weekly in advance see Appendix 2 for the Payment Schedule.
- 9.3 Any hours delivered between 80 and 100% of the contract value (subject to the maximum 20%) will be payable once all the actual data has been submitted by the Care Provider, and the Council has undertaken a reconciliation process. Following this the Care Provider would then submit an invoice for payment up to the remaining 20%. The payment of this invoice will then be made within the standard 30 days. See Appendix 2 for more information.
- 9.4 The Care Provider must have a fully operational ECM system on commencement of the contract. There is no requirement by the Council as to the type of system used. The ECM system must be able to provide downloadable and shareable information which will be sent to the Council, within 5 working days of the end of each of 4 weekly payment period. See Appendix 2 for the Payment Schedule. This information must include a breakdown of actual hours delivered per person, details of any planned or unplanned absences per person and totals of actual hours delivered. The Council will use its own management information systems to ratify and reconcile this data, within 10 working days of receipt of the provider information. Once the Council has completed its validation process it will request an invoice from the Care Provider for the validated difference in contract hours between the 80% advanced payment and the 100% maximum contract value. Following, receipt of invoice payment will be made in line with Clause 36 of Terms and Conditions of Contract.
- 9.5 In the long term, the Council may wish to explore the possibility of a shared system for ECM, when this occurs its introduction will be done in conjunction with Care Provider/s.
- 9.6 The lot hours will be reviewed and revised at the end of each quarter (Year 1) and biannually (Year 2) to ensure the commissioned lot hours are commensurate with demand. However, either party may request a review more frequently should the hours vary significantly from the agreed lot hours.
- 9.7 Where actual hours delivered are consistently (2 weeks or more) less than 75% of the contract award hours, the Care Provider must immediately notify the Council.

- 9.8 Where a person using the service is temporarily absent from their home and or/ not requiring care, the provider is required to maintain their care hours within the allocated contract hours for a period of 14 days. Where the absence from home or non-requirement of care exceeds 14 days the provider must inform the commissioner so a decision can be made as to whether that person's package of care is held open or closed and the hours reallocated to another person.
- 9.9 Any adjustment to the lot hours (and % guarantee), either up or down, will be undertaken through the review of hours being delivered, outcomes being met and in full discussion with the Care Provider.

10. Care Provider Service Delivery Plan

- 10.1 On receipt of the Care and Support Plan or Care and Treatment Plan (Care Plan), it is the responsibility of the Care Provider to work with the person to develop a Service Delivery Plan that will detail the care and support arrangements required to meet the agreed outcomes identified in the Care Plan, including the pattern of service delivery, taking into consideration the person's wishes, feelings, values, and beliefs.
- 10.2 If the person is assessed as not having mental capacity to determine aspects of their care and support needs, particular care must be taken to ensure their wishes, feelings, values, and beliefs are accounted for in a balanced approach to their best interests.
- 10.3 The Service Delivery Plan will confirm to the Care Manager, the person themselves/ family representative, care staff and others the type and intensity of the actions agreed with the person to achieve the outcomes that matter to them. The Service Delivery Plan will include a detailed Risk Assessment in relation to risks and outline the actions staff are to implement to mitigate the identified risks.
- 10.4 There may be incidences where the individual may temporarily require more or less hours than stipulated within the service delivery plan, to support them to achieve their outcomes (i.e. needing less care during a family visit or more care during a time of ill health). Where care is delivered flexibly over a period within their envelope of hours, this must be clearly recorded in the individual's care notes and evidenced in call monitoring information. Hours will not be able to be rolled over between 4 weekly periods and can only be flexed within the 4 weekly payment period.
- 10.5 The Service Delivery Plan must be agreed and signed by the person where appropriate. If the person is assessed as not having mental capacity in relation to their care and support needs, the plan should be agreed via a Best Interest Decision Meeting.
- 10.6 The Care Provider will ensure that the agreed Service Delivery Plan is available to inform care staff of their duties and responsibilities in relation to the care and support required. The Service Delivery Plan will need to be accessible, concise and in an easily readable format.

- 10.7 The Care Provider must ensure that the Service Delivery Plan is reviewed regularly (in line with regulations) and updated to reflect the person's change in need. Evidence of the review must be available upon request. Any significant change in need should be communicated to the Care Management Team for appropriate response.
- 10.8 The Service Delivery Plan must include as a minimum the following information:
- Person's profile including:
 - Emergency contact information, including formal and informal networks and legal representatives if appropriate.
 - Specific outcome/s to be achieved and what's important to the person from the service being delivered.
 - Details of how care will be delivered.
 - Actions needed and appropriateness of these actions.
 - Lifestyle choices, including cultural beliefs.
 - Health conditions.
 - Identified medication support.
 - Relevant risk assessments.
 - Contingency plans.
 - Progress of review, including personal outcomes, whether these have been met, next steps and consideration given to sharing information with Care Management Team.
 - Evidence of the service user being involved in the review process, or a family member or other representative
- 10.9 It is expected that a Service Delivery Plan will be in place on commencement of the service.
- 10.10 It is recognised that to achieve personal outcomes, people may wish to make choices, which might give rise to risks to their own or others' health and safety. It will be the expectation that risk assessments are in place in accordance with the Care Providers' own policy and procedures, in relation to minimising the risk to individuals and staff.
- 10.11 Any subsequent significant risks that are identified or arise due to a person's wishes or for any other reason, which are not already identified in the Care and Treatment or Care and Support Plan must be identified by the Care Provider and brought to the attention of the Care Management Team.
- 10.12 The Care Provider has the duty to act in the best interests of the people they care for as well as to their staff.

11. Care and Support Plan or Care and Treatment Plan (Care Plan) Review

- 11.1 All Care Plans will identify a planned review date; however, the Council reserves the right to undertake an unplanned review at any time.
- 11.2 It is a statutory requirement for people who have a Care and Support Plan or Care and Treatment Plan to be reviewed on an annual basis and those who are

subject to joint S117 funding will be reviewed within 3 months of commencement of the service and then on an annual basis.

- 11.3 The Care Management Team or Health Team will, in conjunction with partners arrange the Care and Support Plan or Care and Treatment Plan review and will involve all relevant contributors to the Care and Support Plan or Care and Treatment Plan.
- 11.4 The purpose of the Care and Support Plan or Care and Treatment Plan review is to:
- Consider progress and success against the agreed outcomes.
 - Identify any barriers to that progress and success.
 - Consider any changes required to the agreed outcomes and identify any risks.
- 11.5 It is an expectation that the Care Provider will participate in the review of the Care and Support Plan or Care and Treatment Plan to provide information on the individual's Service Delivery Plan and progress towards achieving the agreed outcomes. A copy of the Service Delivery Plan should be made available to the care manager/care co-ordinator to inform the review process.
- 11.6 Following the Care and Support Plan or Care and Treatment Plan review any changes required will be discussed and agreed and the Care and Support Plan/Care and Treatment Plan amended as necessary. The Care Provider will update and amend the Service Delivery Plan as appropriate following.

12. Service Delivery Plan Reviews by the Care Provider

- 12.1 Service Delivery Plan reviews will be planned by the Care Provider according to the Regulatory requirements, taking into consideration the complexity of the person's assessed needs and in proportion to the risk. However, it is anticipated that as a minimum there would be an initial service review following the first 4-6 weeks of the service starting and thereafter at, at least 3 monthly intervals depending on the complexity of the case
- 12.2 The Care Provider will develop a method for reviewing individual Service Delivery Plans in a format that is satisfactory to the Council.
- 12.3 The Care Provider will evidence how it has worked to achieve the outcomes agreed by the person and whether those outcomes have been achieved. This will also be essential part of the Care and Support review process.
- 12.4 Where the evidence shows that an outcome has not been met, the Care Provider should provide information within the review about why it has not been met. Changes to the Service Delivery Plan can be facilitated with the consent of the person but the Care Management Team would need to be informed of those changes and the rationale.

- 12.5 Where the evidence shows that the person's outcomes have changed or become unrealistic, this should be reported to the Care Management Team or Health Team, as stated in Care and Support Plan or Care and Treatment Plan for consideration for an unplanned review/reassessment.
- 12.6 Where a change in the person's circumstances has occurred the Care Provider should contact the Care Management Team or Health Team for an unplanned review/reassessment.

13. Unplanned Review

- 13.1 The Care Provider must advise the Care Management Team or Health Team when there is a change in the person's circumstances which is likely to affect the achievement of the agreed outcomes (e.g., deterioration in health etc.) as soon as possible.
- 13.2 This may necessitate an unplanned review or a reassessment if the care needs of the person or their personal outcomes have significantly changed or cannot be met/achieved.
- 13.3 The Care Management Team or Health team will determine, based on the information provided, the action required which may include:
- An early Care and Support Plan or Care and Treatment Plan review.
 - An adjustment to the Care and Support Plan or Care and Treatment Plan.
 - A re-assessment of needs.
 - A case conference/professional's meeting.
- 13.4 The Care Provider shall contact the Care Management Team as soon as possible or within 1 working day by contacting the appropriate team for any of the following:
- A Person refuses to accept the service.
 - If the care staff are unable to gain access to the property.
 - The personal outcomes cannot be met.
 - Formal or informal complaints are received from or about a Person.
 - There is an allegation of Abuse or neglect of the person and reported as part of the duties set out under Adult Safeguarding procedures.
 - There are significant changes to the person's physical or mental health.
 - There are significant changes to the person's support network.
 - The person suffers a notifiable injury or disease as defined in the "Reporting of Injuries, Diseases and Dangerous Occurrences" Regulations 1995 (RIDDOR).
 - The person is admitted to/discharged from hospital.
 - There is a disclosure or allegation of abuse about an employee of the Care Provider, or others associated with the person.
 - There is a disclosure or allegation of challenging behaviour towards employees or others by the person.
 - There is a serious accident involving the person.
 - In the event of the death of the person.
 - There are any unusual unplanned absences of the person.
 - There are changes in the behaviour of the person that increase the risk of harm to the person or to others.
 - There are changes in the person's financial circumstances (where they are known).
 - There are general concerns for the person's wellbeing.

14. Hospital discharge (Pathway 0)

- 14.1 Where there have been no changes to the individual's care and support needs during a hospital visit / admission, which has been of 14 days or less. The hospital or community social worker will contact the Care Provider to resume the package of care on the same day to expedite the hospital discharge.
- 14.2 The provider is required to confirm to the commissioner they can commence the service as specified within 2 business hours (8am – 6pm) of receiving the referral.

15. Hospital discharge (Pathway 1)

- 15.1 People who are clinically optimised for discharge home with a simple or increased package of care will be referred to the Care Provider by the Care Management Team.
- 15.2 The Care Provider should accommodate the service request within 48 hours of receipt compiling a suitable risk assessment and service plan to expedite the hospital discharge.
- 15.3 The provider is required to confirm to the commissioner they can commence the service as specified within 2 business hours (8am – 6pm) of receiving the referral.

16 Hospital discharge (Pathway 3)

- 16.1 People who are clinically optimised for discharge home but have more complex needs will have a Care and Support Plan or a Care and Treatment Plan that sets out their assessed needs and the co-produced personal outcomes they want to achieve. The Care Provider should accommodate the service request within 48 hours of receipt compiling a suitable risk assessment and interim service plan to expedite the hospital discharge.
- 16.2 The provider is required to confirm to the commissioner they can commence the service as specified within 2 business hours (8am – 6pm) of receiving the referral.

17 Urgent community response

- 17.1 People who present with urgent needs for new or increased care and support in the community will be referred to the Care Provider via the Care Management Teams. The Care Provider should accommodate the service request within 48 hours of receipt, compiling a suitable risk assessment and interim service plan.
- 17.2 A full assessment and care plan should be started by care management within 3 working days and shared with Care Provider along with the completed Care plan within 10 working days.

- 17.3 The provider is required to confirm to the commissioner they can commence the service as specified within 2 business hours (8am – 6pm) of receiving the referral.

18 Transfer from the Council's Reablement service or Routine Packages of Care

- 18.1 People who have completed their reablement programme and are considered to need ongoing care and support to maintain their personal outcomes will be referred to Care Providers via Care Management Teams. Care Providers should accommodate the service request within 5 days of receipt of receiving a Care and Support Plan or a Care and Treatment Plan.
- 18.2 Routine packages of care should be accommodated within 5 days of receipt of receiving a Care and Support Plan or a Care and Treatment Plan.
- 18.3 The provider is required to confirm to the commissioner they can commence the service as specified within 1 working day of receiving the referral.

19 Manual handling

- 19.1 Manual handling requirements, where appropriate, will be made available to Care Providers as part of the referral information. If this is unclear the Care Provider should contact the appropriate referral source for clarification prior to accepting the care package.
- 19.2 Where a manual handling plan is provided by an occupational therapist, Care Providers are required to adhere to it.
- 19.3 To facilitate this Care workers will be required to have training in the All-Wales Manual Handling Passport or suitable equivalent
- 19.4 If there are moving and handling challenges that cannot be resolved by the Care Provider, these should be referred directly to the duty workers within the integrated teams.

20 Medication

- 20.1 The Council will only commission the administration of medication where this forms part of a wider package of care. Calls for the sole purpose of the administration or prompting of medication will not be commissioned by the Council.
- 20.2 Where medication is required as part of a wider package, we expect this to be delivered under the providers own medication policy arrangements. The Council expects Care and Support Provider medication policies to meet the best

practice 'National Guiding Principles for Medicines Support in the Domiciliary Care Sector 2019' with particular emphasis on ensuring staff are trained

21 Behaviours that challenge

- 21.1 Occasionally the Care Provider and their staff may be challenged by a person or their family and friends whose behaviour may be intimidating, uncooperative or unreasonably persistent due to the frequency and/or nature of the contact.
- 21.2 It is recognised that this situation can have an adverse effect on the wellbeing of care workers and can create resource implications for the Care Provider in responding to the associated activity.
- 21.3 The Care Provider should have in place information for staff and service users with regards to reasonable expectations of mutual courtesy and respect and for managing complaints which should be used by the Care Provider to resolve any initial difficulties.
- 21.4 However, where the Care Provider has exhausted its own internal processes and is at risk of breakdown of communication with the person, an unplanned review with the care manager or care co-ordinator should be requested to develop a plan, in partnership, to resolve the situation.
- 21.5 The Care Provider will not be permitted to terminate or hand back the care package and will be expected to achieve a solution in collaboration with the care manager or care co-ordinator.

PART C

OUTCOMES, PERFORMANCE INDICATORS AND REQUIREMENTS

22. General Requirements and Performance Measures

22.1 We expect the Care Provider will put in place governance arrangements to support the smooth operation of the service and to ensure that there is a sound base for providing high quality care and support for people using the service and to enable them to achieve their personal outcomes. This includes the following:

- Setting clear organisational intent and direction by outlining in the statement of purpose the services provided and the actions the Care Provider will undertake to ensure these services are delivered to the required standards.
- Putting in place the underpinning policies and procedures to support managers and staff to achieve the aims of the service and support people to achieve their personal outcomes.
- Establishing sound management structures to oversee and monitor the service in order to ensure that it operates safely and effectively for the people receiving care and support.
- Establishing clear arrangements for an ongoing cycle of quality assurance and review to provide assurance that the service operates in line with legal requirements and its statement of purpose and is supporting people appropriately. Information obtained through monitoring is used for continued development and improvement of the service.
- Establishing any additional processes required to ensure the effective delivery of this contract in line with service specification and contractual terms, particularly ensuring processes are in place to immediately inform the Council of any significant reduction in the hours of care delivered.
- Maintaining oversight of financial arrangements and investment in the business to ensure financial sustainability protecting people from the risk of unplanned removal or change in the service provided due to financial pressures.
- Promoting a culture of openness, honesty, and candour at all levels.

The Outcomes

We want people to have a safe place where they feel at home:

- Where they feel safe and protected.
- Where they can stay as physically and mentally well for as long as possible.

- Where they have the right care and support at the right time to help them achieve their personal well-being outcomes.
- Where people are confident that when things go wrong the service will make sure they respond quickly, thoroughly and prevent it happening again.

22.2 We will know this is being achieved if:

- Waiting times for routine Packages of Care (POC) do not exceed 5 working days.
- Waiting times for hospital discharges start dates do not exceed 48hrs.
- Waiting times for urgent POC do not exceed 48hrs.
- Domiciliary care support has resulted in the avoidance of hospital admissions or minimised time spent in hospital.
- Safeguarding referrals are proportionate to the number of hours commissioned.
- The quality of the service is reported as high by the regulators, contract monitoring staff, care managers, and the service users and families themselves.

22.3 Performance Measures

Measure	Target	Collected by	Method of monitoring
Service user feedback	Year 1 – 75% Year 2 – 85% Year 3 – 95% of questionnaire responses indicate that their individual Outcomes are being met	Provider Quality Assurance	Routine Monitoring Visits as set out in the monitoring schedule in Appendix 3.
CIW Inspection report notes good practice with no Priority Action Notices.	100%	Monitoring officer	CIW website Routine Monitoring Visits (Appendix 3).
The Care Provider has systems and policies in place to learn from both complaints and compliments to improve the quality service delivery.	Quality Assurance system in place at commencement of the contract	Provider Quality Assurance systems	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).

No. of times the Care Provider is subject to provider performance processes per quarter and length of time.	0	MCC Commissioning Team and Safeguarding Team	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3) and Process Notifications.
Packages of care commence in line with the timescales within the specification.	100%	MCC Commissioning Team	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3) and regular meetings.

22.4 The Required Service Arrangements

- The Care Provider will ensure that it complies with all aspects of the Social Care (Wales) Act 2016 (RISCA Regulations) in relation to safeguarding at all times.
- The Care Provider is responsible for ensuring that people using the service are safe, secure, and free from discrimination and harassment, and that they are treated with dignity and respect.
- The Care Provider will actively work with the Council to protect vulnerable adults and will have in place its own adult safeguarding policies and procedures. All safeguarding concerns must be reported to the Council's Safeguarding Team.
- Staff must be aware of safeguarding policies, procedures and guidance and should receive training and ongoing management and supervision in this area. They should understand their duty to report all concerns to the Council's safeguarding team within 24 hours.
- The Care Provider and its employees must be fully aware of the need to protect and safeguard vulnerable children and young people who may be present at the person's property. The Care Provider must comply with all requirements of legislation, procedure and guidance concerning child protection.
- The Care Provider must have a whistle blowing policy, available to all staff, which encourages reporting of possible abuse and provides safeguards for those who raise concerns through this policy.
- The Care Provider will have policies in place that ensures all staff will be issued with identification and that promotes its use.
- The Care Provider must have in place robust Health and Safety policies and procedures as required by law and maintain effective risk assessments undertaken by a competent individual for all people in their care.
- The Care Provider must maintain accurate and comprehensive records of incidents and accidents.
- The Care Provider must ensure through training and information that care staff are supported to manage risk and are vigilant about risk whilst

supporting choice and control for the people they look after. Where the Care Provider is concerned that a person's behaviour is adversely affecting their health, safety, comfort, and quality of life the Care Provider following any medical intervention, must bring the matter to the attention of the Community Mental Health team/ Care Management Team immediately, and may:

- Discuss the matter with the individual taking into consideration their level of mental capacity.
- Discreetly, sensitively and confidentiality gauge the response of those affected by the behaviour.
- Discuss the matter with family or carers if appropriate
- Involve other specialist professionals and notify the Community Mental Health Team/ Care Management Team as soon as possible so that a comprehensive multi-disciplinary risk assessment and actions can be put in place.
- The Care Provider will have policies in place to ensure the safe administration of medication that are in line with the National Guiding Principles for Medicines Support in the Domiciliary Care Sector.
- The Care Provider must make sure care staff receive specific, competency-based training regarding the safe administration of medication which is regularly reviewed and updated.
- The Care Provider will ensure that prescription only medicines are administered in accordance with a valid prescription. Any administration errors are recorded, and Safeguarding and Care Inspectorate Wales notified where relevant, advice should be sought from GP or pharmacist if required.
- The Care Provider will ensure that the person's refusal or omission of any prescribed medicine is documented, and any concerns reported to the GP, pharmacy, Care Manager as appropriate.
- The Care Provider will make every attempt to encourage people to take their medication by usual means.
- The Care Provider will ensure that where there may be a risk of harm to a person, medication is withheld when instructed by the GP or pharmacy.
- The Care Provider will make arrangements for the safe storage and ordering of medication in line with the principles of the 'National Guiding Principles for Medicines Support in the Domiciliary Care Sector 2019', and in accordance with their own medication administration policies if applicable.
- Staff are required to maintain the confidentiality of personal information about the person and their families.

23. We want to make it simpler and easier for people to stay independent:

- Where people live as independently as possible with services that enhance their existing strengths and resources.
- Where people can exert control and choice over decisions that affect their care and support.
- Where people are confident that their care and support is reliable and consistent even if their condition fluctuates.

23.1 We will know this is being achieved if:

- The service delivery plan complements the support people receive from others, supporting people to do things for themselves where possible.
- People to be signposted to use technology to reduce reliance on others.
- Care Providers recognise the value of maintaining or reducing people's reliance on services where it's possible or safe to do so.
- People's care plans have reduced.
- People report that their well-being outcomes are being achieved.
- People know how to access advocacy to have their views heard if needed.

23.2 Performance Measures

Measure	Target	Collected by	Method of monitoring
No. of care plan reviews attended by the Care Provider	100%	Care management	Attendance records for care plan reviews.
No. of care plans where people's independence outcomes have been met	100%	Care management and MCC Quality Assurance Team	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3) and Care management to review through reviews.
No. of People signposted to access assistive technology in a way that is aligned to their desired outcomes and promotes independence.	100%	Care management and MCC Quality Assurance Team	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).

23.3 The Required Service Arrangements

- The Care Provider will develop the person's Service Delivery Plan with them, and their representative as required by Part 5 of the RISCA Regulations. The Care Provider assessment considers their personal wishes, aspirations and care and support needs.
- The Care Provider will ensure that people are provided with the quality of care and support they need to achieve the best possible wellbeing outcomes.
- The Care Provider must be able to demonstrate an effective system of matching the skills and competencies of care staff with the physical, communication and emotional needs of the people they care for.

- The Care Provider must have an effective system for sharing with care staff the information they need to know to meet the needs and preferences of people, for all activities and routines of daily living.
- The Care Provider will ensure that all care is delivered in line with people's outcomes, and in line with preferences. Reporting and escalating any concerns re: self-neglect.

24. We want to connect people to their communities

24.1 We will know this is being achieved:

- Where people have a sense of purpose and meaning in their lives
- Where opportunities to connect with the community are actively explored and signposted to achieve people's wellbeing outcomes.
- Where people are active members of their local community, should they wish to do so.
- Where people can access their care and support in Welsh, as well as English according to their preference.

24.2 Performance Measures

Measure	Target	Collected by	Method of monitoring
No. of People reporting that they have been able to independently access activities in their local community as per the identified outcomes in their care and support plan	100%	Care management and MCC Quality Assurance Team	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).
No. of staff accessing Welsh language training in compliance with Welsh Language (Wales) Measure 2011, or number of Welsh speaking staff.	20% of workforce	Monitoring Officer	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).
No. of people reporting they can access a service in Welsh (if wanted)	100%	Care management Review & Monitoring Officer	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).

24.3 The Required Service Arrangements

- The Care Provider shall establish within the first 6 months of the operation of the contract and keep established an operating base within the county of Monmouthshire, or within a 5-mile radius of its boundaries.
- The Care Provider will ensure it works in partnership with other Care Providers, third sector, voluntary groups and the wider community to ensure they are able to advise and signpost to a wide range of activities available for people to access should they wish.
- The Care Provider will support people to make their own arrangements to attend activities or other opportunities in their local community, where this might enhance their independence and will effectively meet the outcomes agreed in the care and support.
- The Care Provider should ensure that their services in Welsh are of the same standard and are as easily and promptly available as English medium services and are as wide-ranging and thorough.
- The Care Provider must take all practicable steps to ensure that where appropriate people are able to communicate in several ways and communications are conveyed through their chosen language i.e., Welsh, visual, sign and writing.

25. We want people to have a connected system of support

- Where people are supported by systems that works in partnership to deliver effective outcome focused services that promote independence.
- Where people are confident of the service they receive

25.1 We will know this is being achieved if:

- People always know who is visiting them to provide care and support.
- People always know when to expect their service.
- People have a written Service Delivery Plan and understand their care arrangements.
- The Service Delivery Plan does not replace the existing support and connections the person already has.
- People know how to contact the Care Provider's office for assistance.
- The Care Provider actively contributes to care and support plan reviews.

25.2 Performance Measures

Measure	Target	Collected by	Method of monitoring
No. of people, at the onset of the service, with a service delivery plan that is reflective of their outcomes and how these will be met.	100% of reviewed service delivery plans clearly identify outcomes and how they will be met	Monitoring Officer	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).
No. of people who report that they are notified of who will be supporting them including where this changes.	100%	Annual service provider surveys and Care Management review	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).
The Care Provider's systems demonstrate consistency of allocated staff	100%	Care Provider system and Monitoring officer	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).
No. of Care Plans Updated and reviewed in a timely manner	100%	Care Provider systems and Monitoring officer	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).
% of sample of daily notes observed that are completed in a full and accurate way in line with Service Delivery Plan	100%	Care Provider systems and Monitoring officer	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).
No. of People reporting that they feel they are treated with dignity and respect in all aspects of their care and daily living	100%	Care Management Review and provider QA processes,	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).

25.3 The Required Service Arrangements

- The Care Provider will provide an information pack at the commencement of services that is in line with RISCA regulations part 6, Regulation 19. This should include information about the support available to unpaid carers in their local area.

- The Care Provider must provide and promote care that puts people at the centre, involves them, their families and their carers in decisions and helps them make informed choices about their care and support.
- The Care Provider must make sure that care staff work closely with other professionals, making sure their care is of a high standard and delivered in a co-ordinated way.
- The Care Provider will ensure that as far as possible people's nutrition & wellbeing is maximised.
- The Care Provider will ensure effective arrangements are in place to contact service users and inform them of any changes to their service or expected care workers.
- The Care Provider will have an electronic call monitoring system in place, which will be maintained by the Care Provider.
- There is a robust communication policy to ensure that the person and carers are always informed of changes to the support required as agreed with the Care Provider at commencement of the service.
- If a care worker does not arrive at all for the call this is classed as a missed call and must be notified to the branch office immediately and immediate contact made with the service users to check on their welfare explain the reason why, arrange a follow up call, if required, and ensure systems are in place to ensure this does not happen again.
- There are effective processes in place to update the Care Manager of any exceptional circumstances that affect the ability of the person to achieve their agreed Care Plan outcomes within the agreed Service Delivery Plan.
- The people's views about the quality of their care should be gathered in line with RISCA Regulations. this feedback must be used to improve the service provided.
- There are systems in place for systematically monitoring, reviewing, and updating risk assessments when necessary.
- The Care Provider will have in place a process for monitoring the effectiveness of Service Delivery Plans. This should be done in conjunction with the person and according to the agreements made with the relevant care manager.
- Management / Supervisory staff must have systems in place to monitor the support provided to a person on a regular basis to ensure the Service Delivery Plan is working to achieve the outcomes that matter to them as set out in their Care and support Plan.
- The Care Provider must have processes in place to ensure the sufficiency, continuity and consistency of staff providing support to people, and consider maximising continuity of care when planning the work rotas for staff and people.
- Care staff must be provided with and familiarise themselves with the Service Delivery Plan and risk assessment for each person they care for.
- Arrangements will be in place to provide a contact point for both people receiving the service and staff to ensure a prompt response to people's calls 7 days a week to include out of standard office hours provider on call arrangements.

- The manager or a senior member of staff will check, either by telephone or personal visit, whether the person is satisfied with the service within six weeks of the commencement of the service.
- Care workers are required to read care notes and complete an entry at each visit.
- The Care Provider will ensure that all staff are trained to understand and promote the rights and entitlements of people, signposting to other services where applicable.
- The Care Provider must ensure an appropriate interpreter is available for people where required - this should be arranged in consultation with the relevant care manager/care co-ordinator.
- Care Provider must ensure staff consider the race, gender, disability, mobility, age, sexual preference, faith, diet, culture, language, and lifestyles of the people they care for and their chosen method of support.

26. We want people to benefit from a well-trained, engaged workforce

- Where staff work together creatively to offer innovative solutions.
- Where an open and transparent way of working meets professional standards, follows best value principles, and considers the impact on our local environment and climate change.
- Where staff terms and conditions are both attractive to new recruits but also support staff retention so that the continuity and availability of the service is enhanced. This should include consideration to how walking routes could be arranged to attract and retain staff that don't have access to a car.
- Where eligible staff are employed and receive real Living Wage and travel expenses in line with HMRC (currently 45p per mile 2024/25) to ensure equity across the sector and reduce sectoral movement.
- Where staff receive adequate induction, ongoing training in all mandatory areas and any additional required areas. Supported by supervision, appraisal and spot checks.
- Where the organisation works positively to learn from any safeguarding, complaints or compliments, inspections, and audits.
- People are treated with dignity and respect and their rights are protected in line with the Equality Act 2010.

26.1 We will know this is being achieved if:

- People receive care from care workers that are well trained and supported to carry out the required care and support tasks in their service delivery plan.
- People have a consistent staff team involved in their care who know and understand the care and support tasks in their service delivery plan.
- People are supported by staff who are engaged in the service they are delivering and have opportunities to support its continuous improvement.
- The recruitment and retention of staff is stable, and the organisation understands how to manage its staff to maintain this.

- The Regulatory requirements for Registration of the workforce are complied with.

26.2 Performance Measures

Measure	Target	Collected by	Method of Monitoring
Recruitment records- % audit of staff files that contain appropriate documentation	100% of sampled files have the relevant recruitment documentation	Provider	Contract Monitoring team review 5 staff files at each annual monitoring visit (more reviewed if required or concerns exist).
Organisation turnover is low.	No specific target: To be considered with reference to overall workforce capacity to meet demand in the lot area	Provider recruitment system & Monitoring Officer	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).
No. of staff in employment is adequate to meet contractual hourly obligations.	To be set with reference to overall workforce capacity to meet demand in the lot area	Care Provider recruitment system & Monitoring Officer	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).
Staff supervisions are held in line with RISCA regulations	100%	Care Provider system & Monitoring Officer	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).
No. of 'walkers' employed by the organisation	Expectation is that rota's will support an increase in walkers employed each year in excess of 30% of total staff recruited in the year	Care Provider recruitment system & Monitoring Officer	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).
% of Team Meetings being held at least quarterly	100%	Care Provider systems & monitoring officer	Routine Monitoring Visits as set out in the monitoring schedule.

Staff are trained to undertake their role	<p>100% of care staff are either registered with or working towards their registration with Social Care Wales.</p> <p>100% of staff have received relevant training to carry out their role to include All Wales Passport or equivalent, health and safety training, Medication training, Safeguarding and all other training relevant to their role.</p> <p>100% of staff have received timely refreshers.</p>	Care Provider training records	Monitoring Officer quarterly audit of training records
No. of eligible staff paid rLW and HMRC travel expenses	100%	Care Provider employment records	Routine Monitoring Visits as set out in the monitoring schedule (Appendix 3).

26.3 The Required Service Arrangements

- The Care Provider will fully comply with the Code of Practice for Social Care Employers which has been published by Social Care Wales and is in accordance with Section 112 of the Regulation and Inspection of Social Care (Wales) Act 2016 (the Act).
- The Care Provider will ensure that services are delivered in accordance with the Regulation and Inspection of Social Care (Wales) Act 2016 (the Act) and particularly Parts 3 – 20 of the Regulated Services (Care Providers and Responsible Individuals) (Wales) Regulations 2017.
- The Care Provider will adhere to the requirements of RISCA Regulations Part 11, requirements on Care Providers in respect of domiciliary support services and will take specific regard in respect of Regulation 41, Delineation of travel time and care time and Regulation 42 Offering domiciliary care workers on non-guaranteed hours contracts the choice of alternative contractual arrangements.
- The Care Provider will ensure that people are supported by appropriate numbers of staff who have the knowledge, competence, skills, and

qualifications to provide the levels of care and support required to enable the person to achieve their personal outcomes.

- Financial and administrative arrangements and systems are robust and guarantee the sustainability of stable and reliable service provision throughout the course of the contract and is in line with Part 3, Regulation 11 of RISCA Regulations.
- The Care Provider shall provide an induction programme from the first day of employment that will comply with legislation, standards, and guidance in force at the time.
- The Care Provider shall aim to enable trainee care workers to be registered with Social Care Wales within six (6) months of commencing employment with the Care Provider.
- The Care Provider will have a published equality and diversity policy and structures in place to manage and implement the equalities and diversity policy.
- The Care Provider will have management arrangements in place to ensure that there is a rigorous recruitment and selection procedure that meets the requirements of legislation, equal opportunities and anti- discriminatory practice.
- The Care Provider will have a training plan for staff and managers to support equality and diversity for the workforce and for developing inclusive practice.
- The ethnicity of the workforce is mapped and monitored, with evidence of promotion of diversity.
- The Care Provider will have effective wellbeing support arrangements in place to ensure staff working in the community are able to access support, advice, and information when they need it.
- The Care Provider is responsible for ensuring that working practices support people to maximise their independence and are able maintain voice, choice and control over their care and daily living arrangements. The organisation actively promotes a culture where reducing reliance on services safely is encouraged
- The Care Provider must employ sufficient skilled and experienced staff to prepare Service Delivery Plans to ensure the plans provide assistance, only where and when necessary to further support the strengths and skills already available to the person.
- The Care Provider must provide all care staff with training and information to ensure they understand the importance of avoiding unnecessary dependence on care staff and promoting a culture whereby empowering People and reducing dependence safely is actively encouraged.
- The Care Provider must develop effective links with the Council's reablement team ensuring where individuals are transferred from reablement the positive outcomes are maintained.
- The Care Provider will have in place a policy covering the appropriate safe use of vehicles including insurance requirements.
- The Care Provider must have in place clear processes for recording and reporting changes in service user needs and concerns.
- All staff are instructed that any new convictions incurred following recruitment must be reported.

- There is a process for checking the competencies of all new care workers through planned supervision and observation.
- The Care Provider will ensure that all staff are trained to the All-Wales Passport in relation to moving and handling training.
- The Care Provider has a responsibility to immediately notify the Council in the event of an improvement notice being issued by or the cancellation of registration of the Responsible Individual by CIW or any other regulatory breach.
- The Care Provider will ensure that the Designated Manager demonstrates the ability to take charge and effectively lead staff by example, continually developing themselves and other staff, influencing the way in which care is given.
- The Care Provider will have in place a suite of policies and procedures that will be implemented across the organisation and compliance will be monitored through an effective Quality Assurance mechanism.
- There are policies, procedures, and operational arrangements for all managerial and care staff to receive regular and documented supervision, appraisal, observation in the workplace and managerial support by an appropriately trained and competent individual.
- There is a system for continually assessing and recording the competencies of care workers linked to the annual appraisal. Clear action plans are in place where staff are not able to meet any required competency related to their job.
- The Care Provider has in place processes that ensure that all staff have a 3-month probationary period and systems in place to assess their suitability to undertake the role.
- Management arrangements will need to ensure that all staff are trained and competent by having a training strategy with defined aims and objectives, identified methods of training for each staff group and evidence of which staff in the workforce have participated, management will also be required to monitor the ongoing competence of staff.
- There is a clear policy in place that identifies the organisation's commitment to the Continual Professional Development of its staff.
- Specialist training is available for staff where required.
- Staff work with and actively participate in the work of the Council's Social Care Workforce Development Partnership
- Care Workers receive specific training on the administration of medication which is in line with the principles of 'National Guiding Principles for Medicines Support in the Domiciliary Care Sector 2019'.
- The Care Provider is required to deliver dementia training for staff that aligns with Dementia Care Matters and the Good Work framework.
- Managers will undertake regular spot checks on service delivery which must be recorded for monitoring purposes.
- The Care Provider will effectively manage individual workloads.
- The Care Provider will ensure contingency arrangements, and a team approach are utilised to cover the service if the regular care workers are unavailable or unable to visit by implementing a continuity plan of support to secure a stable staff team.
- Staff should realise that people are entitled to complain about the service or make suggestions for its improvement and should feel confident that

these matters will be dealt with positively within the procedures of the organisation.

- The Care Provider will ensure that staff are appropriately trained and supported to cope with death, dying and bereavement; and to manage the process and procedures sensitively.
- The Care Provider must ensure that all staff know that it is not acceptable for there to be a relationship between a staff member and the people they support, either physical or financial, and this should be seen as a disciplinary matter or a criminal offence in the case of those who lack capacity.
- The Care Provider will ensure that staff are provided with the appropriate Personal Protective Equipment 'PPE' to ensure the safety of their staff when undertaking their duties.

PART D

QUALITY ASSURANCE, MONITORING AND REVIEW

27. Monitoring Contract Compliance

- 27.1 The responsibility for ensuring compliance with the Terms and Conditions, the Service Specification and with the requirements stipulated in the Integrated assessments, Care and Treatment Plans and Service Delivery Plans rests with the Care Provider and the Council.
- 27.2 The Care Provider shall comply with the monitoring arrangements set out in the contract including, but not limited to, providing such data and information as the Care Provider may be required to produce under the contract.
- 27.3 The Council may monitor, inspect, and examine the work or Services being carried out by the Care Provider without notice, at any time.
- 27.4 The Care Provider shall give all such assistance as the Council may reasonably require for such inspection and monitoring.
- 27.5 The Monitoring Officer shall be entitled to ascertain, by whatever lawful means considered appropriate, whether the Care Provider has performed the services to be provided under this contract in accordance with the contract and the Care Provider shall provide access to all information required by the council relating to the provisions of Service under this contract.
- 27.6 Without prejudice the Care Provider may be required to rectify any deficiencies in service and bring it up to the required standard in a time specified by the Monitoring Officer in writing.
- 27.7 The Monitoring Officer and such individuals as may be nominated by the Council will require access to all information required relating to the provision of the Services under this Contract at all times, with or without prior notice, to enable monitoring and evaluation of the service to be carried out and to review the performance of this contract. The Care Provider shall make available all information required by the Council relating to the provision of the Services under this contract.
- 27.8 The services provided under this Contract will be subject to continuous review and monitoring and the Council may carry out any reviews required of the services being provided.
- 27.9 The Council reserves the right to arrange additional meetings at its discretion to discuss the performance of the service. These meetings may include but may not be limited to some or all the key criteria in this contract and the supporting information.

27.10 For the avoidance of doubt, the Council may also monitor the service through:

- Feedback from people who use the services
- Inspection of the Service Delivery Plans and other care planning documentation
- CIW inspection reports
- Contract reviews
- Annual Monitoring Questionnaires
- If appropriate, other Council Officer reports
- Care Manager reviews
- The Care Provider's Quality Assurance Procedures
- Provider Performance Procedures

28 Contract Monitoring Report

28.1 Following each monitoring visit a report will be compiled summarising the overall contract and service performance of the Care Provider. The Care Provider will be given an opportunity to respond to the comments and recommendations made within the report prior to the report being finalised.

29 Individual Service Monitoring

29.1 The Care Provider is responsible for the monitoring of the Service Delivery Plan. The Integrated Service Plan and Care Plan or Care and Treatment Plan will be monitored by the Care Manager.

30 Provision of Information and Meetings

30.1 The Care Provider shall submit management information to the Council throughout the term of this contract upon reasonable request to include the provision of information to inform workforce planning on a local, regional, or national basis.

30.2 The Care Provider shall attend monitoring review meetings at the Care Provider premises or other such location to be agreed between the parties.

30.3 The Care Provider shall attend Care Provider meetings at the Council's premises, other such location to be agreed between the parties or virtually via an electronic format such as MS Teams.

30.4 The Council may make changes to the nature of the management information that the Care Provider is required to supply and shall give the Care Provider at least one month's written notice of any changes.

30.5 Representation from the Council will be present at any meetings regarding the performance of this contract and any individual concerns.

APPENDIX 1: SOUTH MONMOUTHSHIRE BLOCK CONTRACT LOTS AND SUPPORT HOURS

Please note that these hours are indicative and the final support hours per lot will be confirmed on award. Furthermore, the support hours per lot may change during the term of the contract and will be monitored, reviewed and where needed, revised in line with Section 9 of the Service Specification.

Lot 1 - Chepstow Town and Rural

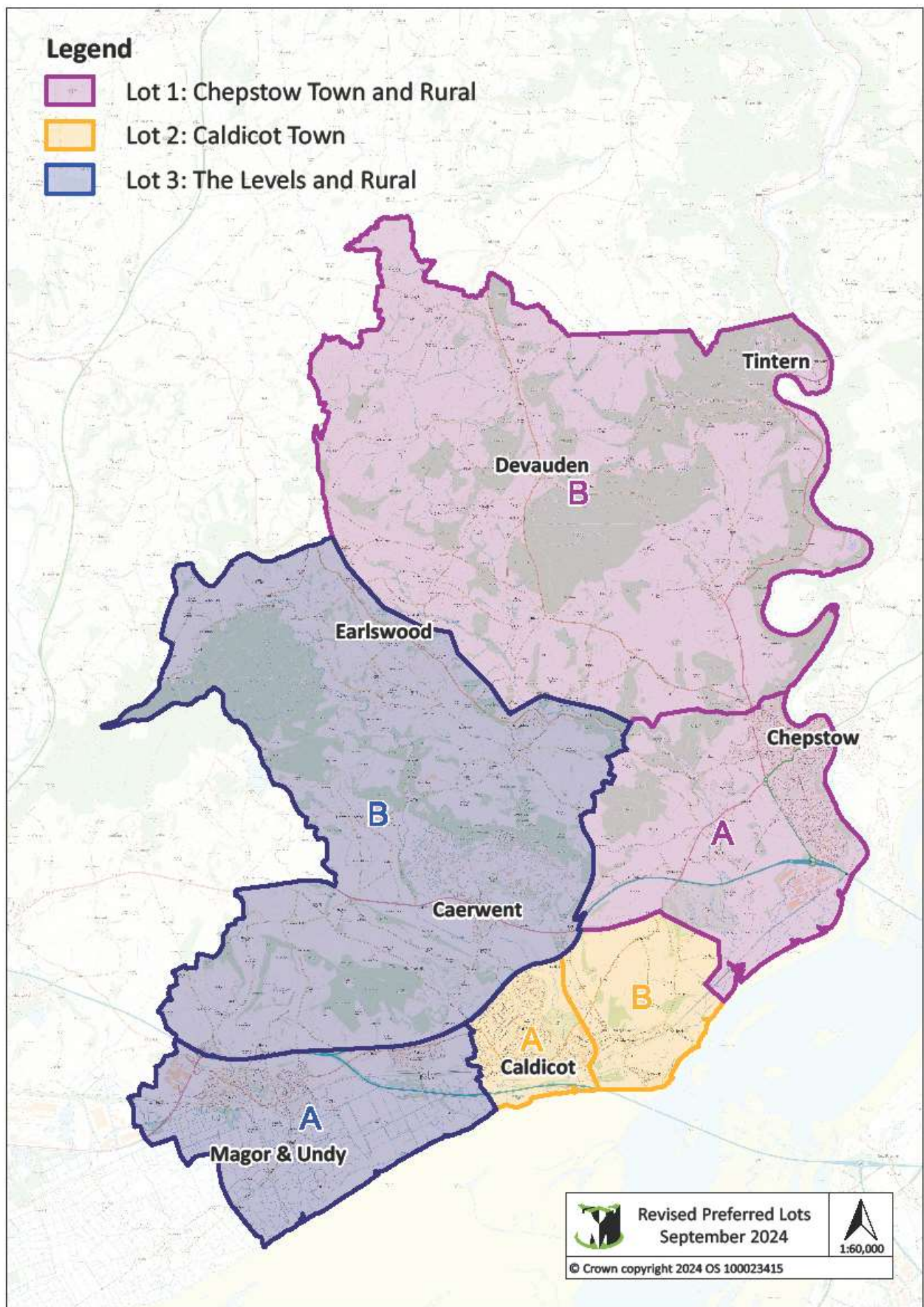
Zone	Total Hours	Total Service Users
A – Chepstow Town, Pwllmeyric & Mathern (& surrounds)	887	52
B – Devauden, New Inn, Tintern & St Arvans (& Surrounds)	82	7
Chepstow Town and Rural Totals:	969	59

Lot 2 - Caldicot Town

Zone	Total Hours	Total Service Users
A – Caldicot Town	734	56
B – Sudbrook & Portskewett (& surrounds)	53	6
Caldicot Town Totals:	787	62

Lot 3 - The Levels and Rural

Zone	Total Hours	Total Service Users
A – Magor/Undy/Rogiet (& surrounds)	467	37
B –Caerwent, Shirenewton, Llanvair Discoed, Five Lanes (& surrounds)	164	11
The Levels and Rural Totals:	631	48



APPENDIX 2: SOUTH MONMOUTHSHIRE BLOCK CONTRACT PAYMENT SCHEDULE 2025-2026

1. A 4-week advance payment of 80% of contract hours will be paid by the Council to the Care Provider.
2. The advance payment will be made the week prior to the 4 weekly payment period.
3. The Care Provider will submit data to the Council confirming the actual hours of care and support delivered within the 4 weekly payment period, 5 working days after the end of the payment period. (See Service Specification Section 9 for the detail of the data required.)
4. Within 10 working days of receipt of the delivery data submission date, the Council will validate the Care Provider's data and confirm where the hours delivered has exceeded the 80% of contractual hours paid via the advance payment. The Council will notify the Care Provider of the additional hours, above 80% of contract hours and to a maximum of 100% of contract hours.
5. Within 1 week of being advised of the validated hours of delivery above 80%, the Care Provider will submit an invoice to the Council for the additional hours above 80%.
6. The Council will make a top up payment for the additional hours within 30 days of receipt of invoice.
7. The indicative payment and data submission dates for year 1 of the contract are set out in the table below which may change subject to contract commencement date.
8. The Council reserves the right to revise the payment schedule for subsequent years of the contract.

	PERIOD DATES	4 WEEKLY ADVANCE PAYMENT DATE	VALIDATION DATA SUBMISSION DATE	MCC VALIDATION PROCESS WITHIN 10 WORKING DAYS	PROVIDER TO ISSUE TOP UP INVOICE	TOP UP PAYMENT DATE
1.	31.03.25 – 27.04.25	-	-	-	-	-
2.	28.04.25 - 25.05.25	21.04.25	30.05.25	By 13.06.25	Within 1 week	Within 30 days
3.	26.05.25 - 22.06.25	19.05.25	27.06.25	By 11.07.25	Within 1 week	Within 30 days
4.	23.06.25 - 20.07.25	16.06.25	25.07.25	By 08.08.25	Within 1 week	Within 30 days
5.	21.07.25 - 17.08.25	14.07.25	22.08.25	By 05.09.25	Within 1 week	Within 30 days
6.	18.08.25 - 14.09.25	11.08.25	19.09.25	By 03.10.25	Within 1 week	Within 30 days

7.	15.09.25 - 12.10.25	08.09.25	17.10.25	By 31.10.25	Within 1 week	Within 30 days
8.	13.10.25 - 09.11.25	06.10.25	14.11.25	By 28.11.25	Within 1 week	Within 30 days
9.	10.11.25 - 07.12.25	03.11.25	12.12.25	By 02.01.26 *	Within 1 week	Within 30 days
10.	08.12.25 - 04.01.26	01.12.25	09.01.26	23.01.26	Within 1 week	Within 30 days
11.	05.01.26 - 01.02.26	30.12.25	06.02.26	20.02.26	Within 1 week	Within 30 days
12.	02.02.26 - 01.03.26	26.01.26	06.03.26	20.03.26	Within 1 week	Within 30 days
13.	02.03.26 - 29.03.26	23.02.26	03.04.26	17.04.26	Within 1 week	Within 30 days

*Please note extension of validation period due to Christmas and New Year.

APPENDIX 3: CONTRACT MONITORING SCHEDULE

To be developed and agreed with successful Care Providers at Contract Award.

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MONMOUTHSHIRE COUNTY COUNCIL

South Monmouthshire Domiciliary Care and Support – Block Contracts

FORM OF TENDER

This document is to be completed by all Tenderers

TENDER FOR – South Monmouthshire Domiciliary Care and Support – Block Contracts

TO: Monmouthshire County Council

FORM OF AGREEMENT

I/We having read this ITT, the Tender Documents and Standard Conditions of Contract, do hereby tender and undertake to execute and complete the services in accordance with the Contract Documents for the sum as set out in the Pricing Schedule. I/We also:

- Agree that the insertion of any conditions qualifying this tender or any unauthorised alteration to any of the tender documents shall not affect the Standard Conditions of Contract and that such action may cause the tender to be rejected.
- Agree that this tender shall remain open to be accepted or not by the Council for a period of six months from the closing date for the receipt of tenders stated in the Instructions to Tenderers.
- Unless and until a formal agreement is prepared and executed to which I/We undertake to execute, this tender together with your acceptance thereof in writing, shall constitute a binding contract between us.
- Understand that you are not bound to accept the lowest or any tender you may receive.
- Certify that this is a bona fide tender.

CANVASSING STATEMENT

I/We certify that no canvassing or soliciting of any member, officer or employee of the council and/or any other companies in the group of which the council forms part, in connection with the award of the tender or any other tender or proposed award of the Tender for the services, goods and/or works and that to the best of our knowledge and belief no person employed by me/us or acting on my/our behalf has done such an act.

Further hereby undertake that no canvassing or soliciting of any member officer or employee of the council in connection with this Tender or any other Tender or proposed Tender for the services, goods and/or works and that no person employed or acting on my behalf will do any such act.

COLLUSIVE TENDERING STATEMENT

In recognition of the principle that the essence of selective tendering is that the council shall receive bona fide competitive tenders from all those tendering.

The tender submitted herewith is a bona fide tender intended to be competitive.

We have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

We have not done, and we undertake that we will not do at any time, any of the following acts: -

- Communicate to any person other than the council (as part of formal tender document) the amount or approximate amount of the proposed tender (except where the disclosure, in confidence, of the approximate amount of the tenders was essential to obtain insurance premium quotations required for the preparation of the tender)
- Enter into any agreement with any other person/organisation that may take part in the tendering process
- Offer, pay, give or agree to give any sum of money or valuable consideration to any member, officer or employee of the council or any person/organisation that may take part in the tendering process

DECLARATION

I/We

Of

Hereby confirm that I/We have read and understood the content of this Schedule, that is

1. Form of Agreement
2. Canvassing Statement
3. Collusive Tendering Statement

and agree to be bound by the terms herein. I/We hereby submit an offer in respect of this Tender, and offer to perform, fulfil and keep all the obligations of the Contractor in accordance with the Conditions and Specification, all for the sums properly due under the Contract as calculated in accordance with the prices submitted. I/We confirm that I/We are fully conversant with all Tender Documents, and that this tender is submitted strictly in accordance with such Documents and the Instructions to Tenderers and is without any conditions or qualifications whatsoever. I/We certify that the information supplied by myself/us is accurate to the best of my knowledge.

Signature.....

Date



monmouthshire
sir fynwy

Integrated Impact Assessment document

(incorporating Equalities, Future Generations, Welsh Language and Socio Economic Duty)

<p>Name of the Officer Ceri York and Nicola Venus-Balgobin</p> <p>Phone no: 01873 735416 E-mail: NicolaVenus-Balgobin@Monmouthshire.gov.uk ceriyork@monmouthshire.gov.uk</p>	<p>Please give a brief description of the aims of the proposal</p> <p>Implementation of the Commissioned Domiciliary Care in Monmouthshire Strategy, through the procurement of block contracts in the South of the County.</p>
<p>Name of Service area</p> <p>Social Care and Health</p>	<p>Date: 27.6.25</p>

Are your proposals going to affect any people or groups of people with protected characteristics? Please explain the impact, the evidence you have used and any action you are taking below.

Protected Characteristics	Describe any positive impacts your proposal has on the protected characteristic	Describe any negative impacts your proposal has on the protected characteristic	What has been/will be done to mitigate any negative impacts or better contribute to positive impacts?
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Age	<p>Most of the commissioned care provided is to older and vulnerable people. The proposed changes to the way in which we commissioned domiciliary care should improve capacity and resilience in the sector, whilst ensuring best use of public funds. This will ensure that as the population of older people continues to grow (26% growth between 2013-2023, the highest in Wales), there is as far as possible sufficient quality care at the right cost to meet individual's needs.</p>	<p>The proposal for the South of the county (and potential for other areas where plans are still in development), will likely see some disruption to care and support packages, many of which are delivered to older people. This is because of a full procurement process which will see several key providers delivering care in lots/areas (these may be different to those currently delivering), as a result packages of care will be likely to be moved between providers which may cause some anxiety and/or disruption.</p>	<p>Due to the size of likely business transfers, TUPE will apply and if managed appropriately will see in the majority of cases the ability to maintain some consistency in front line care staff.</p> <p>There will be a managed and structured 2–3-month transition period to ensure appropriate communication, support, reassurance and continuity of care where possible.</p> <p>People will receive support from their social worker if needed.</p> <p>Update Sept 24: engagement with people who receive the service has been ongoing to inform them of the proposed changes and gather their views. People have also been given the opportunity to join a focus group to further share their views.</p> <p>Update June 2025: Individuals receiving the service have been communicated with at all key milestones including contract award and implementation commencement. Those who wish to have been referred for a Direct Payment so they can arrange their own care going forward.</p> <p>Implementation commenced on 19th May and will complete on 18th</p>
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Protected Characteristics	Describe any positive impacts your proposal has on the protected characteristic	Describe any negative impacts your proposal has on the protected characteristic	What has been/will be done to mitigate any negative impacts or better contribute to positive impacts?
			August 2025, with new contracts in place from 19 th August.

Disability	<p>As with the older people's care, a significant proportion of support is provided to people with a disability, either physical, learning or both. The proposed changes to the way in which we commissioned domiciliary care should improve capacity and resilience in the sector, whilst ensuring best use of public funds. This will ensure there is as far as possible sufficient quality care at the right cost to meet individual's needs. The Spot Purchasing arrangements (which will run along side block contract) will also provide a way in which very specialist care and support can be purchased,</p>	<p>The proposal for the South of the county (and potential for other areas where plans are still in development), will likely see some disruption to care and support packages. This is because of a full procurement process which will see several key providers delivering care in lots/areas (these may be different to those currently delivering), as a result packages of care will be likely to be moved between providers which may cause some anxiety and/or disruption.</p> <p>With one provider operating predominately within an area there could be some loss of specialist resource for those with more complex needs.</p>	<p>Due to the size of likely business transfers, TUPE will apply and if managed appropriately will see in the majority of cases the ability to maintain some consistency in front line care staff.</p> <p>There will be a managed and structured 2–3-month transition period to ensure appropriate communication, support, reassurance and continuity of care where possible.</p> <p>The use of a spot purchasing arrangements alongside the blocks will ensure opportunity for the purchase of highly specialist provision is still possible, at a managed cost.</p> <p>People will receive support from their social worker if needed.</p> <p>Update Sept 24: engagement with people who receive the service has been ongoing to inform them of the proposed changes and gather their views. People have also been given the opportunity to join a focus group to further share their views.</p> <p>Update June 2025: Individuals receiving the service have been communicated with at all key milestones including contract award and implementation</p>
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Protected Characteristics	Describe any positive impacts your proposal has on the protected characteristic	Describe any negative impacts your proposal has on the protected characteristic	What has been/will be done to mitigate any negative impacts or better contribute to positive impacts?
			<p>commencement. Those who wish to have been referred to for a Direct Payment so they can arrange their own care going forward.</p> <p>A set of exceptionality principles have been developed which identifies circumstances where care can be commissioned outside of the block contracts. Whilst the block contracts will remain the primary mechanism for care delivery in the South this allows for the procurement of specialist services where applicable.</p> <p>Implementation commenced on 19th May and will complete on 18th August 2025, with new contracts in place from 19th August.</p>
Gender reassignment	No impact identified at this stage	No impact identified at this stage	No mitigating actions identified at this stage
Marriage or civil partnership	No impact identified at this stage	No impact identified at this stage	No mitigating actions identified at this stage

Protected Characteristics	Describe any positive impacts your proposal has on the protected characteristic	Describe any negative impacts your proposal has on the protected characteristic	What has been/will be done to mitigate any negative impacts or better contribute to positive impacts?
Pregnancy or maternity	No impact identified at this stage	No impact identified at this stage	No mitigating actions identified at this stage
Race	No impact identified at this stage	No impact identified at this stage	No mitigating actions identified at this stage
Religion or Belief	No impact identified at this stage	No impact identified at this stage	No mitigating actions identified at this stage
Sex	<p>Most of the care workforce is predominantly female and providing blocks of care to providers, may allow for improved terms and conditions and contracts for the workforce.</p> <p>The intention is to also mandate common contractual clauses across the commissioned sector which should in turn provide security and equity for the workforce.</p>	The re-procurement of all services in the south will impact on those providers not successful in winning a lot/block. As a result some areas of the workforce may be destabilised, and there may be some anxiety and uncertainty for the predominantly female workforce.	<p>TUPE protocols will be managed tightly, and a 2–3-month implementation plan will be developed with sensitivity to the workforce.</p> <p>Update September 24: Through the implementation of a market engagement process we have been ensuring that existing providers are aware of the implications of TUPE. We have approached Business Wales to provide support to those eligible providers this will include support with the TUPE aspects. Existing providers have been asked to provide TUPE information in preparation for the publishing of the tender.</p> <p>Update June 2025: Lot providers are now liaising with existing provider on the application and relevance of TUPE. TUPE processes will be completed in time for contract start date of 19th August 2025.</p>

Protected Characteristics	Describe any positive impacts your proposal has on the protected characteristic	Describe any negative impacts your proposal has on the protected characteristic	What has been/will be done to mitigate any negative impacts or better contribute to positive impacts?
Sexual Orientation	No impact identified at this stage	No impact identified at this stage	No mitigating actions identified at this stage

2. The Socio-economic Duty and Social Justice

The Socio-economic Duty requires public bodies to have due regard to the need to reduce inequalities of outcome which result from socio-economic disadvantage when taking key decisions This duty aligns with our commitment as an authority to Social Justice.

Page 278	Describe any positive impacts your proposal has in respect of people suffering socio economic disadvantage	Describe any negative impacts your proposal has in respect of people suffering socio economic disadvantage.	What has been/will be done to mitigate any negative impacts or better contribute to positive impacts?
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Socio-economic Duty and Social Justice	<p>The new commissioning model will enable a cost effective, secure and resilient model of care commissioning and delivery which will seek to provide the best possible outcome for individuals who require care in Monmouthshire. All care will be commissioned in way which celebrates and promotes equality and diversity, and providers will be asked as part of the tender documentation for documentation and care where possible to be provided in both Welsh and English.</p>	<p>There is a risk that individuals receiving care, who will have vulnerabilities and care needs may be negatively impacted by the changes to who and how their care is delivered.</p> <p>The workforce may also experience some disruption due to the changes</p>	<p>A thorough 2-3 month implementation plan will be implemented which will seek to provide robust and reassuring communication and as smooth a transfer of responsibility as possible.</p> <p>Update June 2025: Implementation period is running from 19th May – 18th August, with contract start date of 19th August. Robust communication strategies are in place keeping people receiving care, existing providers and new lot providers up to date and involved.</p>
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3. Policy making and the Welsh language.

How does your proposal impact on the following aspects of the Council's Welsh Language Standards:	Describe the positive impacts of this proposal	Describe the negative impacts of this proposal	What has been/will be done to mitigate any negative impacts or better contribute to positive impacts
Policy Making Effects on the use of the Welsh language, Promoting Welsh language Treating the Welsh language no less favorably	Providers will be asked as part of the tender process for documentation and care where possible to be provided in both Welsh and English	No impact identified at this stage	Update September 24: Welsh Language requirements included within the Service Specification. Update June 2025: Successful bidders included their intentions around meeting Welsh Language requirements in bids. Contract dictates expectations around Welsh Language requirements, with KPIs around Welsh Language training.
Operational Recruitment & Training of workforce	Tendering arrangements will allow for changing of terms and conditions for staff, which may include contracts which guarantee hours – this may positively impact on their ability to recruit and train Welsh speakers	No impact identified at this stage	No mitigating actions identified at this stage
Service delivery Use of Welsh language in service delivery Promoting use of the language	Providers will be asked as part of the tender process for documentation and care where possible to be provided in both Welsh and English	No impact identified at this stage	Update September 24: Welsh Language requirements included within the Service Specification. Update June 2025: Successful bidders included their intentions around meeting Welsh Language requirements in bids. Contract dictates expectations around Welsh Language requirements,

			with KPIs around Welsh Language training.
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4. Does your proposal deliver any of the well-being goals below? Please explain the impact (positive and negative) you expect, together with suggestions of how to mitigate negative impacts or better contribute to the goal. There's no need to put something in every box if it is not relevant!




Well Being Goal	Does the proposal contribute to this goal? Describe the positive and negative impacts.	What actions have been/will be taken to mitigate any negative impacts or better contribute to positive impacts?
A prosperous Wales Efficient use of resources, skilled, educated people, generates wealth, provides jobs	<p>The procurement of service in the south county via a series of block arrangements with the mandating of certain employment terms will provide the opportunity for providers in the domiciliary care sector to provide more secure employment terms to their workforce and ensure equity within the sector. This will in turn hopefully make employment in the sector more attractive and will make for a more resilient workforce.</p> <p>The procurement exercise will also ensure best value to the council and will provide in built financial controls to the council.</p>	Robust and phased implementation management to allow for iterative learning.
A resilient Wales Maintain and enhance biodiversity and ecosystems that support resilience and can adapt to change (e.g. climate change)	No impact identified at this stage	No mitigating actions identified at this stage
A healthier Wales People's physical and mental wellbeing is maximized and health impacts are understood	Care will be procured from providers who are able to meet reasonable quality standards and deliver care in a way which meets individuals assessed outcomes.	Robust procurement process and ongoing monitoring.

Well Being Goal	Does the proposal contribute to this goal? Describe the positive and negative impacts.	What actions have been/will be taken to mitigate any negative impacts or better contribute to positive impacts?
	There is potential for some anxiety and uncertainty to individuals who require care.	<p>Robust implementation planning, and joint working with providers.</p> <p>Update September 24: Ongoing engagement and communication with existing service users to give them the opportunity to share their views, and also keep them informed as to progress and impact.</p> <p>Update June 2025: Individuals receiving the service have been communicated with at all key milestones including contract award and implementation commencement. Those who wish to have been referred for a Direct Payment so they can arrange their own care going forward.</p>
A Wales of cohesive communities Communities are attractive, viable, safe and well connected	Improved employment terms, and block commissioning will allow for a resilient sector which is hopefully more attractive to the workforce.	<p>No mitigating actions identified at this stage</p> <p>Update September 24: Service Specification includes the requirement to pay rLW and will include a mileage payment for travel expenses.</p>
A globally responsible Wales Taking account of impact on global well-being when considering local social, economic and environmental wellbeing	Potential reduction of carbon footprint for provision of care due to providers working in smaller geographical areas.	No mitigating actions identified at this stage

Well Being Goal	Does the proposal contribute to this goal? Describe the positive and negative impacts.	What actions have been/will be taken to mitigate any negative impacts or better contribute to positive impacts?
A Wales of vibrant culture and thriving Welsh language Culture, heritage and Welsh language are promoted and protected. People are encouraged to do sport, art and recreation	No impact identified at this stage	Update September 24: Welsh Language requirements included within the Service Specification. Update June 2025: Successful bidders included their intentions around meeting Welsh Language requirements in bids. Contract dictates expectations around Welsh Language requirements, with KPIs around Welsh Language training.
A more equal Wales People can fulfil their potential no matter what their background or circumstances	Improving employment terms will hopefully allow people looking and/or working in the care sector to fulfil their potential	No mitigating actions identified at this stage

5. How has your proposal embedded and prioritised the sustainable governance principles in its development?

Sustainable Development Principle	Does your proposal demonstrate you have met this principle? If yes, describe how. If not explain why.	Are there any additional actions to be taken to mitigate any negative impacts or better contribute to positive impacts?
 <p>Balancing short term need with long term and planning for the future</p> <p>Long Term</p>	<p>The older population in Monmouthshire grew by 26% from 2013-2023 (Census Data) and is predicted to grow by over 90% between 2013 and 2033 (Gwent population needs assessment). With an ageing population will come increased numbers of people will need social care support to enable them to lead fulfilled and meaningful lives.</p> <p>A resilient, cost-effective and good quality care sector will be essential into the future to balance budget pressures with growing need.</p>	<p>Ensure a robust procurement process which ensure value for money, care quality, resilience and best possible employment terms.</p> <p>Update September 24: Procurement Process on track, working closely with Ardal to ensure meets all legal requirements. On going market engagement with providers, and engagement with service users.</p> <p>Update June 2025: Procurement process has been completed, overseen by Ardal procurement to ensure compliance and adherence to contract regulations. Necessary contract standstill applied, and no challenge received.</p>
 <p>Working together with other partners to deliver objectives</p> <p>Collaboration</p>	<p>Social care providers are key partners of the Council in delivering care and support to some of the most vulnerable people within the county.</p>	<p>No mitigating actions identified at this stage</p> <p>Update September 24: Thorough market engagement has occurred.</p> <p>Updated June 2025: Considerable engagement with the market throughout Phase 1, however earlier engagement with existing providers for Phase 2 may improve cooperation and reduce anxiety.</p>

Sustainable Development Principle	Does your proposal demonstrate you have met this principle? If yes, describe how. If not explain why.	Are there any additional actions to be taken to mitigate any negative impacts or better contribute to positive impacts?
 <p>Involving those with an interest and seeking their views</p> <p>Involvement</p>	<p>We will work with existing and potential future care providers to share plans for domiciliary care and build procurement paperwork and activity. A robust communication plan will also be developed to ensure adequate, timely and reassuring communication to individuals receiving care.</p>	<p>No mitigating actions identified at this stage</p> <p>Update September 24: Thorough market engagement has occurred, Lots/Zones and Service Specification has been updated as a result.</p> <p>Update June 25: Ongoing engagement, and subsequent communication with people receiving the service at all key points to update them of progress. Social Work colleagues working closely with people receiving the service to provide reassurance for some of their concerns. Existing providers kept informed at all key points of progress, development, procurement and contract award.</p>
 <p>Putting resources into preventing problems occurring or getting worse</p> <p>Prevention</p>	<p>A range of social care provision enables peoples independence to be sustained and prevent greater reliance on more intensive social care support.</p>	<p>No mitigating actions identified at this stage</p>
 <p>Considering impact on all wellbeing goals together and on other bodies</p> <p>Integration</p>	<p>The provision of appropriate and sufficient social care is necessary to ensure we meet partnership goals with agencies, such as the NHS.</p> <p>The NHS is currently under significant pressure due to the unavailability of sufficient social care services. Ensuring the procurement and delivery of resilient domiciliary care will be essential in supporting this.</p>	<p>No mitigating actions identified at this stage</p>

6. Council has agreed the need to consider the impact its decisions has on the following important responsibilities: Corporate Parenting and Safeguarding. Are your proposals going to affect any of these responsibilities?

	Describe any positive impacts your proposal has	Describe any negative impacts your proposal has	What will you do/ have you done to mitigate any negative impacts or better contribute to positive impacts?
Safeguarding	The implementation of block contracts and spot purchasing contractual arrangements will hopefully support those most in need of reliable and consistent quality care. Ensuring there is sufficient capacity to meet demand.	No impact identified at this stage	No mitigating actions identified at this stage
Corporate Parenting	Not Applicable.	Not Applicable.	Not Applicable.

7. What evidence and data has informed the development of your proposal?

1. National Census Data
2. Gwent Population Needs Assessment
3. In house Flo and financial data
4. Pan Wales research in to approaches to domiciliary care and procurement.
5. Stakeholder engagement internally with ISMs.
6. Analysis of current contractual frameworks and brokerage processes.
7. Feedback from existing providers
8. Market Engagement with Existing Providers (Aug/Sept 24)
9. Service User Feedback Questionnaire (Aug/Sept 24)
10. Service User Focus Group (Sept 24)
11. Analysis of current spend on domiciliary care in the South.
12. Invitation to Tender Documentation (June 25)
13. Responses to Tender (June 25)
14. Quality and Price tender evaluations (June 25)
15. Ongoing communication with service users (June 25)
16. Contract Documentation (June 25)

8. **SUMMARY: As a result of completing this form, what are the main positive and negative impacts of your proposal, how have they informed/changed the development of the proposal so far and what will you be doing in future?**

Positive Impacts (updated wording to reflect June 2025 position):

- The changes to the way in which we commission domiciliary care should improve capacity and resilience in the sector, whilst ensuring best use of public funds. This will ensure there is as far as possible sufficient quality care at the right cost to meet the individual's needs. The Spot Purchasing arrangements (which will run alongside block contracts) will also provide a way in which very specialist care and support can be purchased.
- The new model will enable a cost effective, secure and resilient model of care commissioning and delivery which will seek to provide best possible outcomes for individuals who require care.
- The mandating of common employment terms will improve equity in the sector, improve consistency and provide greater security to the workforce.
- Considerable engagement with the market throughout Phase 1, however earlier engagement with existing providers for Phase 2 may improve cooperation and reduce anxiety.
- Potential reduction of carbon footprint for provision of care due to providers working in smaller geographical areas

Negative Impacts (updated wording to reflect June 2025 position):

- Individuals who currently receive care and support may be impacted by changes in care provider. For some people this will / is likely to cause some anxiety and uncertainty. At contract award 161 people were written to advising of a change to their existing provider, 35 (22%) people made contact as a result to ask questions, raise concerns and request information about direct payments.
- Providers who are not successful in winning the tender will be impacted, with the workforce potentially being transferred under TUPE regulations.

The proposed strategy and phased implementation plan take into account both the negative and positive impacts of the proposal. It seeks to acknowledge risks and provide mitigations through robust planning, strong communication strategies and stakeholder management and via phased implementation to allow for iterative learning. TUPE legislation is likely to apply which will allow for the smooth transfer of care with a familiar workforce in most cases and will provide reassurances to the workforce in terms of employment.

Update: 10.09.24 Through the engagement with both providers and people using the service they have provided feedback which has been used to shape the development of the block contract proposals for the South. The lot boundaries have been revised and separate rates for rural and urban zones will be a facet of the tender- these were influenced by feedback from providers. Comments from people using the service gathered through the focus group and questionnaires is being used to strengthen the service specification.

Update 27.6.25 A robust procurement process has been carried out overseen by Ardal Procurement to ensure that all contract and procurement legislation has been adhered to. This ensures a fair, transparent and thorough process has been followed. People receiving services have been kept up to date at all key stages, as have incumbent providers. A 3-month implementation plan is in train, and employees will have the opportunity to TUPE to new organisations providing consistency in care and ongoing employment rights. People receiving the service have had the opportunity to request direct payments as an alternative to new block contract arrangements. New contractual terms mandate delivery in a way which promotes employment rights, ensures capacity and provides good quality care at a level which is needed now and into the future.

9. ACTIONS: As a result of completing this form are there any further actions you will be undertaking? Please detail them below, if applicable.

What are you going to do	When are you going to do it?	Who is responsible
Develop a communication strategy for communication with providers and people who receive care	April-August	Nicola Venus-Balgobin/Ceri York
Develop procurement paperwork	July – September	Nicola Venus-Balgobin/Ceri York
Market Engagement with Providers	August – September 24	Nicola Venus-Balgobin/Ceri York/Ardal/Clare Morgan/Annette Brady
Communication and Engagement with people who receive the Service	July 24 – April 25	Nicola Venus-Balgobin/Ceri York/ Clare Morgan/Annette Brady
Implement Procurement Exercise	October 24 – March 205	Procurement/ Nicola Venus-Balgobin/Ceri York
Block contract Implementation Phase	May –August 25	Integrated Services South/Commissioning/Successful and previous providers

10. VERSION CONTROL: The Equality and Future Generations Evaluation should be used at the earliest stage, such as informally within your service, and then further developed throughout the decision making process. It is important to keep a record of this

process to demonstrate how you have considered and built in equality and future generations considerations wherever possible.

Version No.	Decision making stage	Date considered	Brief description of any amendments made following consideration
1	DMT	28.2.24	No amendments
2	SLT	12.3.24	Feedback from existing providers to be sought.
3	Informal Cabinet	7.5.24	No Changes
4	Cabinet	22.5.24	
5	DMT	12.9.24	Additional Activities carried out added.
6	Officer Review	27.6.25	Additional activities and progress added on.