

REQUEST FOR QUOTATION

For the appointment of a CQC Registered provider to deliver a domiciliary care package to an individual service user in the Stanhope area of County Durham

ProContract Reference: 598707

PART 1 - INSTRUCTIONS TO BIDDERS

Bidders are invited to submit a Quotation, by the deadline stated, for delivering the requirements in the Specification on the basis of the terms set out within this Request for Quotation (RFQ).

1.1 HOW TO SUBMIT A QUOTATION

You are advised to ensure you fully understand the requirements and scope of this proposed contract. If you have any queries in relation to this proposed contract, these must be directed via the Messaging facility within *ProContract* e-tendering system on the NEPO Portal (henceforth referred to as the “NEPO Portal”).

To bid, you must complete and submit the following sections, contained within this document:

* Suitability Assessment Questionnaire (Schedule 2);
* Contract Specific Questions (Schedule 3);
* Pricing Schedule (Schedule 4);
* Declaration (Schedule 5)

The requirements of the Suitability Assessment Questionnaire are essential, and are therefore assessed on a PASS / FAIL basis. Only those bidders who successfully pass the requirements of the Suitability Assessment Questionnaire will proceed to an evaluation of their technical responses and price offer.

The Council will evaluate your Quotation on the price submitted compared with other bidders.

It is your responsibility to obtain for yourself and, at your own expense, all information necessary for the preparation of your Quotation. The Council will not pay any fees or expenses whatsoever in relation to any costs you may incur in preparing your response.

In the event that you are successful and your Quotation is selected as the winning bid, we will enter into a contract with you in accordance with the Council’s terms and conditions as set out in Schedule 6. Please note that the Council will not accept any amendments to its terms and conditions and any bid which includes such amendments will be considered non-compliant and will be rejected.

Quotations must be submitted for the entire scope of the contract as detailed in the Specification (Schedule 1). Quotations for only part of the Specification will be considered to be non-compliant and will be rejected.

After issuing this RFQ, the Council may at its absolute discretion extend the closing date and time specified for receipt of Quotations, or invite variations to the Specification. Bidders will be informed of this via the NEPO Portal.

By submitting a Quotation you agree to keep your price at the amount stated in your response for at least ninety (90) days, from the deadline date for this RFQ.

1.2 RFQ SUBMISSION INFORMATION

This RFQ is for the appointment of a CQC Registered provider to deliver a domiciliary care package to a service user in the Stanhope area

The primary objective of the contract is to provide care in the Service User’s own home as per the Care Plan and the Specification.

The proposed Contract start date is ASAP

The Lead Officer for this procurement is Care Facilitators.

All communications relating to this RFQ should be made through the NEPO Portal. No officer of the Council, including the Lead Officer, will enter into correspondence through any other means, including by email or telephone.

**QUOTATIONS MUST BE RECEIVED NO LATER THAN THE DATE AND TIME STATED ON THE NEPO PORTAL**

The indicative timetable for this procurement is as follows.

| **Stage** | **Date/time** |
| --- | --- |
| Deadline for submission of requests for clarification | SEE NEPO PORTAL |
| Deadline for submission of completed Quotations | SEE NEPO PORTAL |
| Evaluation of submissions |  |
| Notification of evaluation results and intention to award contract |  |
| Expected contract start date |  |

This timetable is indicative only. Whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

Your completed Quotation must be returned via the NEPO Portal – responses sent by mail, email, fax or any other means will not be accepted.

**Submissions (including any part thereof) received after the stated deadline will not be accepted.** It is entirely your responsibility to ensure that you submit your response in line with the stated deadline.

The Council reserves the right to cancel this procurement process at any point. The Council is not liable for any costs or other losses resulting from the cancellation of this process.

1.3 CONTRACT SPECIFIC QUESTIONS

Schedule 3 sets out further questions which are specific to the subject matter of the proposed contract.

Questions marked as Essential Criteria are evaluated on a pass / fail basis only. Further information is provided in Schedule 3

The evaluation criteria for each of the Technical Questions in Schedule 3 are included with the question.

1.4 PRICE QUOTATION

The total weighting for Price in this RFQ is **100%**

The price figure(s) submitted by the bidder will be checked for arithmetical accuracy. If any mathematical errors or anomalies are identified the bidder will be given the option of allowing their figures to stand or to amend the figures to correct a genuine mathematical error. Bidders may also be asked to explain any anomalies in the figures provided.

The Council reserves the right at its sole discretion to reject prices which are, in its opinion, abnormally low or high.

1.5 RFQ EVALUATION PROCESS

Quotations will be evaluated using the following process:

**Stage 1 – Receipt of bids**

If a Quotation is received through the NEPO Portal on or before the **deadline** for submissions, it will be considered to have met the requirements of **Stage 1** and will progress to **Stage 2**.

Any Quotation that arrives after the submission deadline will not be considered to have met the requirements of **Stage 1** and will not progressfurther.

It should be noted that by submitting a Quotation, you confirm that you understand, and can meet, the requirements of the Specification.

Stage 2 – Suitability Assessment Questionnaire (Schedule 2)

All sections of the Suitability Assessment Questionnaire must be completed. Responses will be evaluated on a pass/fail basis in accordance with the criteria as set out within the Suitability Assessment Questionnaire. Bidders who fail any section will be disqualified from the process. Only those bidders who pass all of the sections in Schedule 2 will progress to Stage 3 for evaluation of their technical question responses and price submission(s).

Stage 3 – Quality and Price evaluation

The Council will evaluate the submissions which have passed Stage 2 on both the basis of quality and price, as set out in sections 1.3 and 1.4 above. To determine the winning bidder the final weighted score obtained by each bidder will be calculated by adding together the bidder’s weighted score for the technical question and their weighted score from the price evaluation to give a bidder's overall Final Evaluation Score.

1.6 BIDDING CHECKLIST

You should ensure that you have carried out the following tasks before submitting your Quotation:

* You have read and understood the Specification and the Terms and Conditions,
* You have completed the Suitability Assessment Questionnaire and supplied any required documents,
* You have answered the Technical Questions in Schedule 3,
* You have fully completed the Pricing Schedule in the form set out in Schedule 4,
* You have completed the Declaration (Schedule 5).

1.7 POST RFQ CLARIFICATION

The Council may at its discretion seek clarification of any of the details of your RFQ response. Any such request for clarification will be sent to you via the NEPO Portal.

1.8 ESPD

The Council does not currently accept the European Single Procurement Document (ESPD) in respect of RFQ’s. This exercise is below the relevant EU tender threshold and therefore there is no obligation for ESPDs to be accepted.

All bidding organisations must complete this RFQ document in order to respond.

SCHEDULE 1 – SPECIFICATION

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1.0 INTRODUCTION

1.1 Durham County Council (the Council) is committed to the delivery of high quality domiciliary Care Services and wishes to work in partnership with Independent Sector Providers, who can demonstrate and deliver Services which achieve and maintain ‘Value for Money’ and positive outcomes for service users enabling them to live independent, safe and active lives.

1.2 The Service Specification represents the foundations on which the Provider and the Council, supported by our strategic partners, will work together to review and develop Domiciliary Care Services to meet our service users assessed needs.

1.3 The purpose of this service specification is to identify the aims, objectives, principles, policies and procedures which will enable the Council and the Provider to deliver high quality domiciliary care services to the people of County Durham.

1.4 The Provider is required to follow the requirements set out in this Specification and comply with all statutory requirements in respect of the provision of domiciliary care services.

1.5 Providers must adhere to the standards set out in the Skills for Care Code of Conduct for Healthcare Support Workers and Adult Social Care Workers and the Care Quality Commission National Minimum Standards.

1.6 The Council will seek to continually improve the quality of services it purchases and therefore reserves the right to review and amend the service specification.

2.0 AIM

2.1 The aim of the Council and the Provider will be to deliver high quality Domiciliary Care Services to enable people to live within their own home and community while preserving maximum independence and quality of life.

3.0 OBJECTIVES OF THE SERVICE

3.1 To enable, where possible an individual to live in their own home and their chosen community

3.2 To deliver high quality service user focused services based on continuous improvement and on known service user expectations.

3.3 To prevent unnecessary admission to hospital, residential or nursing home care.

3.4 To encourage and support service users to live independently in the Community.

3.5 To maintain and promote social inclusion and involvement in community activities

3.6 To provide a flexible service that responds to the changing needs and requirements of the service user.

3.7 To deliver a Service that provides security and protection to service users by carrying out a range of personal support and care tasks

3.8 To provide a person-centred approach in the provision of the Service and encourage service users to be as able as possible.

3.9 To provide value for money services

4.0 DEFINITION OF DOMICILIARY CARE

4.1 For the purpose of this Service Specification, the definition of domiciliary care is the provision of some or all of the following services following a full assessment of the service user’s individual needs by the Council:-

 Personal Care / Social Care

 Practical Support / Domestic tasks

 Rehabilitation / Teaching of Independent Living Skills

 Carer support, including night sitting and respite care

4.2 Personal Care / Social Care includes:

For the purposes of the regulatory requirements, ‘personal care’ is defined as undertaking any activity which requires a degree of close personal and physical contact with a person, regardless of age who, for reasons associated with disability, frailty, illness or personal physical capacity are unable to provide it themselves without assistance. Such personal care tasks must be undertaken by a competent Care Worker, suitably trained and experienced to promote the hygiene, comfort, well-being and independence of service users. Personal Care will include but is not limited to any or all of the following tasks / activities:-

• assisting the person to get up and dressed or undressed and going to bed. This may involve the requirement for staff to be trained in the operation of specialist moving and handling equipment;

• helping the person to have a wash, shower or bath including washing of hair, shaving and oral hygiene;

• assisting the person with their toilet requirements, and maintenance of continence, moving about, lifting and transferring, with appropriate equipment where necessary;

• helping the person eat their food or take a drink. This may include monitoring and reporting on the service user’s nutritional intake where appropriate;

• assisting the person with their medication in accordance with approved medication policies and any guidance issued by The Council.

• assisting a person get in or out of a chair

• personal support of a confidential, sensitive or specialist nature

4.3 The provision of personal support to enable people to undertake these activities as far as they are able themselves is included in this definition. This includes support for people with learning disabilities, physical disabilities including dual sensory impairment, dementia or mental health needs.

4.4 Providers providing personal care at any time must be registered with the Care Quality Commission (CQC) for the provision of Domiciliary Care Services.

4.5 Personal Care does not include Nursing, which is the responsibility of the relevant NHS body.

4.6 Domestic Tasks / Practical Support which may be required as part of this Specification include:

• washing, drying and ironing of clothing and bedding.

• The provision of a light cleaning service i.e. cleaning of surfaces in kitchen / bathroom, dusting and vacuuming. Such tasks will be undertaken in the areas of the house actually in use by the service User and where failing to do so would be detrimental to Health and Hygiene.

• Accompanying or taking a Service User to the shops, or going shopping on the Service User's behalf. In addition to shopping for essential household items, the Provider may also be required to collect prescriptions, pensions, pay bills etc. The extent to which those services are required will be determined in accordance with the assessed needs of the Service User.

• Assistance with the preparation and cooking of simple meals, snacks and drinks. Meals should be prepared hygienically and in accordance with any instructions that are available and taking account of any dietary needs of the service user.

• Providing information training and support to help with independent living and re-enablement of life skills e.g. communication skills, personal care, nutrition and shopping / paying of bills.

• Ensuring the Service User’s well-being is maintained and not subject to self-neglect or mistreatment.

• Providing support to carers, including respite care and night sitting services.

 The above list is not exhaustive and is merely intended as guidance. Individual care plans will set out specific requirements for each service user.

5.0 KEY OUTCOMES

5.1 The Council has adopted key outcomes and expects all Providers to work with the Council in achieving them:

• Altogether Better for Children & Young People

• Altogether Safer

• Altogether Healthier

• Altogether Wealthier

• Altogether Greener

6.0 ETHICAL AND CULTURAL NEEDS

6.1 The Provider is expected to ensure they deliver the service in a manner that promotes the ethnical and cultural needs of the service user and the staff they employ.

6.2 The Provider’s employees will be fully aware of and responsive to any requirements associated with the service user’s diet, food preparation, toileting, washing, hair care,

dressing, spiritual needs such as fasting days and other days of special significance, and any customs, values and beliefs associated with celebration, illness and death and philosophical

beliefs.

7.0 EMOTIONAL AND SPIRITUAL WELL-BEING

7.1 The Council expects all service users to be supported in leading fulfilling lives, in which personal aspirations and abilities can be realised.

7.2 The Provider should ensure that the service user’s individual spiritual and emotional needs are identified, accepted and receive a sensitive and professional response from all Care Workers and Management.

7.3 Particular attention may be required to assist the service user both with the feelings of grief and with regard to their loss of abilities and/or bereavement, and also any fears and anxieties for the future.

7.4 Where a service user wishes to maintain religious worship, assistance to contact the appropriate church/religious adviser should be offered and pro-actively supported where identified in the individual care plan.

7.5 Care Workers must not impose their own values, religious beliefs or practices on the service user including political or parental views.

7.6 Care Workers must receive the appropriate training on promoting equality and embracing diversity, and in understanding how to promote and support the service user’s emotional well – being.

7.7 Diversity and Equality should be part of the mandatory training staff induction.

8.0 HEALTH CARE

8.1 The Provider is required to ensure that domiciliary care workers, whether or not registered with the Nursing and Midwifery Council to practice in Great Britain, should not initiate or undertake tasks of a nursing / health care nature, which could not reasonably be expected to be performed by a caring relative or friend. This will include such clinical nursing procedures such as catheterisation, sterile dressings, the administration of injections and in particular, the introduction by the domiciliary care worker to the service user of non-prescribed drugs and either systemic or topical remedies.

8.2 The Provider is required to ensure that care workers have access to the name of the service user’s registered General Practitioner (GP) and where appropriate the Consultant, and are aware that whenever a service user requests assistance to obtain medical attention, or appears unwell and unable to make such a request, that the GP should be contacted without delay.

8.3 Where the service user appears to need the service of a GP but will not give permission for the GP to be contacted, the care worker should contact their Manager immediately, who must in turn inform the appropriate social worker / care co-ordinator. The Provider must have a Policy in place which addresses this issue.

8.4 The Provider must ensure that whenever a service user is found by a care worker to be in need of emergency medical care, the accident and emergency services are contacted immediately,

and the social worker / care co-ordinator, next of kin or other family / friend are informed of the circumstances as soon as possible. The care worker must not leave the service user alone during such circumstances until appropriate help and support is provided (See Section 14 – Response to emergency situations).

8.5 Where the Provider becomes aware that the service user has been admitted to hospital, the appropriate social worker / care co-ordinator must be informed as soon as possible.

8.6 The Provider must have in place clear and concise Policies and Procedures for assisting service user’s with any prescribed medication in line with Royal Pharmaceutical Society and Care Quality Commission guidelines. Assistance with prescribed medication must only be undertaken where it is clearly identified within the service user’s care plan. The Provider will ensure that its own procedures adhere to the guidance of the Royal Pharmaceutical Society and Care Quality Commission.

8.7 The Provider must ensure that records relating to the assistance with medication are completed and maintained appropriately in order to ensure clarity and accuracy for all staff involved in the process.

9.0 REGISTRATION REQUIREMENTS

9.1 The Provider must be registered for delivery of personal care services with the Care Quality Commission, or its successor in title as established by the Care Standards Act, 2000, and must comply with any standards set by this Commission. It is the Provider’s sole responsibility to ensure that it obtains such registration and is able to comply with other necessary statutory or legal requirements to provide domiciliary care in Durham prior to and throughout the period of this Agreement as extended or recommended from time to time.

9.2 The Provider must ensure that its office base(s) are located in an appropriate place to allow staff to easily access the office, when required. This will usually be through the provision of an office base within Durham itself, either inside or within comfortable transport distance of the zone(s) in which the provider is operating. This may include an office base within a neighbouring

local authority’s boundary; in such circumstances the provider will need to obtain the Council’s permission in writing for this arrangement.

9.2 The Provider is required, immediately, to notify Commissioning Services in writing of any significant changes to their registration status, (if applicable) in particular, change of ownership or Registered Manager.

9.3 Failure to maintain CQC registration will result in the immediate termination of this contract.

9.4 The Provider must comply with all current CQC standards of good practice and recommendations.

9.5 Where CQC has identified performance gaps and these are highlighted within any report or correspondence, the Provider will have appropriate action plans in place to respond to these and

will report progress to the Council.

10. ASSESSMENT OF SERVICE USER’S NEEDS AND COMMISSIONING OF SERVICE

10.1 Children & Adults Services has a statutory duty to undertake an assessment of an individual’s need, and then to identify the needs which require a service response through the development of a Care Plan / Provisions Plan where appropriate. The level of service provision to meet individual needs will be determined by Durham County Council’s Eligibility Criteria.

10.2 Assessments of need may include information gathering from other stakeholders, including professionals and Carers. Carer’s assessments may also be carried out where required.

10.3 It is the responsibility of the Commissioning social worker / care co-ordinator, with the Service User’s consent, to supply the Provider with a copy of or extract from the Service User’s Care Plan. The Care Plan must be provided prior to service delivery and include sufficient detail to enable the Provider to carry out care / support services that are required to maintain and promote maximum independence and quality of life for service users. Any known risks including any physical or mental health condition or the assistance with the administration of medication, will be identified by the Social Worker and communicated to the Provider prior to the commencement of service provision.

10.4 The Provider must ensure that all care workers are given a detailed briefing of the service user’s needs and the way in which they are to be met prior to visiting the service user.

10.5 The provider must be familiar with the roles being undertaken by other Agencies and Providers contributing to the provision of care.

10.6 If there are any concerns, queries or disputes with the Care Plan the Provider must discuss these issues in the first instance with the appropriate social worker / care co-ordinator.

10.7 Wherever possible, the Council will endeavour to give people the opportunity to have a reablement service prior to a new domiciliary care service being commissioned. Providers are expected to contribute to any ongoing inputs identified to assist in the reablement of a service user, once the care package has been passed to them.

10.8 The Council reserves the right to offer a reablement service to a service user during the provision of domiciliary care services, or prior to the restart of a care package where a break in service has occurred.

11.0 REFERRAL PROCESS

11.1 The Council will offer the provider work in its allocated demand zone and expects that the provider will accept all such referrals. All new referrals within each demand zone will, wherever possible be allocated on the basis set out in the Framework Agreement.

12.0 AVAILABILITY OF SERVICE PROVISION

12.1 Services will need to be flexible, timely and speedily accessed. They may be required in an emergency situation with 24 hours’ notice, at short notice or for a brief period of time; in addition to requirements for long-term care to service users within their own homes.

12.2 Services will be available twenty four (24) hours per day, seven (7) days per week, and three hundred and sixty five (365) days per year.

12.3 The minimum length of a visit to a service user is fifteen (15) minutes. All visits commissioned for less than one (1) hour will be paid pro rata to the agreed hourly rate declared in Contract documentation.

12.4 Domiciliary Care services should be available between 7.00am and 10.00pm to all service users who have been assessed as eligible for the service; however Providers are expected to be flexible to meet individual service users’ needs. Any overnight services required will be available between 10.00 p.m. and 7.00 a.m.

12.5 The Provider shall ensure that the service operates from permanent premises and that the premises are located appropriately for the management and provision of domiciliary care to service users. Staff must be provided with an accessible base to ensure effective management of the service.

12.6 The office should be staffed from 9.00am to 5.00pm Monday to Thursday and 9.00am to 4.30pm on a Friday. Out of office duty staff should cover from 5.00pm to 9.00am Monday to Thursday and from 4.30pm on Friday and all day Saturday and Sunday, and should be available to provide information and support as required in respect of their service users.

The Council expects the Provider to undertake service provision within the appropriate time slots identified below. Actual times of attendance will be negotiated and agreed by the Provider and the service user, unless there are specific requirements e.g. medication, health needs etc. in which case the Council will specify the time of the Service. Once agreed, actual times of the Service must be communicated to the Council by the Provider.

12.7 Service times are as follows:-

Out of bed, wash, dress and breakfast from 7.00am – 9.30 am

Lunch between 11.30 am – 1.30 pm

Tea between 4.00 pm – 6.00 pm

Supper and ready for bed 7.30pm – 10.00pm

Sleep Over From 10.00 pm – 7.00 am or dependent on Service User’s needs

Waking Night From 10.00 pm – 7.00 am or dependent on Service User’s needs

12.8 The Provider must ensure that the period between return calls for meals must not be within 3 hours unless requested to be by the commissioning Social worker/Care Co-ordinator or the service user.

12.9 It is the Provider’s responsibility to ensure adequate staffing levels are available within times agreed with the Service User, including service provision at weekends and Bank Holidays.

13.0 PROVISION OF SERVICES

13.1 Upon acceptance of a referral and prior to the time of the first visit, the Provider shall visit the service user/ representative to introduce the care worker to the service user and discuss how the care should be provided.

13.2 At the time of the initial visit the following written information must be provided to the service user by the Provider;

• A brief description of the Aims and Objectives of the Provider's organisation.

• The address and telephone number of the organisation (with an out-of-hours telephone number for the Provider) should be provided either on the daily sheet or in the provider file held by the service user.

• Details of a contact point for the service user to inform the Provider if they will not be available when a visit is due, or when an employee does not arrive at the time / on the day stipulated.

• Details of the Provider's complaints procedure and how the service user can make a complaint.

• Details of how to contact the local office of the Care Quality Commission or Children & Adults Services.

• Details of services to be provided (Provider Care Plan).

• Details of duties that Domiciliary Care Workers are NOT allowed to carry out, e.g. - nursing tasks.

• The responsibilities of the service user, including the minimum period of notice which is required to cancel a visit, which should be no more than 24 hours

13.3 The relationship between the service user and the care worker is key to the success of the service provision, subsequently the Provider will;

• Choose a care worker(s) it believes will work most effectively with, and achieve the best outcomes for, the service user, taking into account their knowledge, communication, skills and style of working;

• Provide the service taking into account the gender, age, ethnicity, cultural and religious requirements of the service user and their carers as outlined in the Care Plan;

• Ensure that the care workers are aware of any health conditions of the service user that may affect the way in which services are delivered;

• Change the care worker at the request of the service user

13.4 The Provider will ensure continuity of care by providing a team of care workers to a service user; this should be the minimum number of care workers as possible, accounting for sickness and annual leave, and should be reflective of the intensity of the care package and not cause distress or anxiety to the Service User.

13.5 If the care worker is unable to arrive at the service users’ home within 15 minutes of the agreed time, the Provider must make arrangements to contact the service user to advise them of the care workers expected time of arrival. The service user will then advise the provider whether he/she wishes to continue with the visit. Where the visit does not take place, the Provider should inform the commissioning social worker / care co-ordinator, and no payment will be made in respect of the missed visit.

13.6 If a service user or their carer begins to refuse the service or asks for the length of time of the visit to be reduced the care worker will inform their Line Manager who will inform the social worker/care co-ordinator in order that a review of the service can take place.

13.7 Care workers shall, in the circumstances of an abortive visit (i.e. when a service user is absent from his / her home without prior notification to the provider), attempt to locate the service user. The Provider shall have a system in place whereby the following procedure should be undertaken;

• The care worker’s line manager shall be advised that the service user is absent from their home;

• The Provider shall immediately check with the service user’s next of kin, neighbours, and other known contacts as identified in the care plan;

• The Provider shall check the service user’s G.P. or other known health professional and the Hospital Accident and Emergency Department;

• The appropriate social worker / care co-ordinator or out of hours service must be notified with relevant information;

• If the individual subsequently contacts the Provider’s office, the Provider shall immediately notify the Council

13.8 The Provider must notify as soon as possible, verbally and also in writing the Social worker / care co-ordinator responsible for the service user immediately they become aware of a change of circumstances that affects the provision of service, i.e. move to hospital, death of service user, or other significant change.

13.9 The Service Provider must inform the Council immediately of situations where the employee arrives and is refused entry to a service user’s home, or the service user is not at home for the days stipulated in the Individual Placement. In such situations the Council will be responsible for payment.

14.0 RESPONSE TO EMERGENCY SITUATIONS

14.1 The Provider is required to demonstrate that they have written procedures for dealing with emergency situations.

14.2 Where an emergency situation is identified by the care worker during the course of his/her duties it is expected that sufficient and appropriate action will be taken, to ensure the immediate health, safety and comfort of the service user prior to their being left alone. This may necessitate an extension of the agreed call time, the cost of which will be met by the Council.

14.3 The Provider must inform the social worker / care co-ordinator as soon as possible, and no later than the next working day, of any increase in hours provided. Failure to inform the social worker / care co-ordinator and receive authority, including (where applicable) to continue the increased hours, pending a review, will remove the obligation for the Council to meet the additional costs.

14.4 For the avoidance of doubt, the Council considers an emergency situation to be one of a level serious enough to endanger the immediate health and / or safety of the service user, and will only pay for an extension of the agreed call time where this is the case. The Council will make the final decision on whether an emergency situation generating a request for extra call time is of a sufficient seriousness to agree the additional time / funding.

14.5 Where a provider has claimed, and been paid for, additional time in respect of an emergency situation through the usual invoicing arrangements and the Council later determines that the situation was not an emergency, the Council reserves the right to reclaim the amount paid in respect of the additional time.

14.6 Where a service user requires urgent assistance or is at risk, the provider shall ensure that the relevant emergency service is immediately summoned, and the Council is notified of the details of such an emergency as soon as is reasonably practicable.

14.7 The Provider should be available 24 hours a day to provide information and support to emergency services / other agencies in relation to their individual service users.

15.0 REVIEW OF SERVICES

15.1 The Domiciliary Care service provided to a service user shall be subject to:

15.1.1 A regular review as specified or agreed in a service user’s Care Plan;

15.1.2 An immediate review in the event of an emergency situation arising;

15.1.3 A review upon request by a service user, family member / advocate, service provider or social worker / care co-ordinator (including review team staff).

15.2 Whilst the Council shall review the needs of service users at intervals determined by the social worker / care co-ordinator / Review Team, the Provider shall establish their own process to monitor the service provided to the service user and this information will be made available for the purpose of the service user’s review.

15.3 Reviews usually take the form of a visit to the service user’s home by the social worker / care co-ordinator / Review Team in order to:

• Re-assess a service user’s needs, including the potential for reablement either by the service provider or a separate service input;

• Determine how far the aims, objectives and outcomes within the Care Plan are being met;

• Identify / manage any new risks to the service user

• Note other changes in their circumstances; and

• Establish the service user’s level of satisfaction with the service.

15.4 The service user, family member / advocate, the Council and the Provider may, at any other time, request a Review giving reasonable notice to the other Parties.

15.5 The Provider shall, at the request of the Council and where appropriate, ensure that appropriate staff participate in these Reviews.

15.6 Any changes identified at the review will be shared with the Provider within a new up to date Care Plan.

16.0 HEALTH AND SAFETY

16.1 The Provider must ensure the Health & Safety of service users and care workers.

16.2 The Provider is required to demonstrate that they have a written policy and procedures that comply with all relevant Health & Safety legislation. The Provider must upon request submit a opy of the Health and Safety Policy and Procedures to the Council’s Health and Safety Unit for approval. Where a service provider is registered with CHAS, evidence of this may be requested by the Council.

16.3 The following guidelines are offered without prejudice or precedence: -

A General Statement of Intent: This statement should be a declaration of knowledge and acceptance of your intent to seek to provide and maintain, so far as is reasonably practicable, a safe and healthy working environment and to enlist the support of employees towards achieving these ends.

Organisation: Commencing with the person who has ultimate responsibility for health & safety, this section should detail the allocated duties and responsibilities of all levels of staff as deemed necessary to attain and maintain quality health & safety performance.

Arrangements: This part of your policy will need to cover the full range of your work activities and document the Codes of Practice/Safe Systems of Work developed to ensure adequate control of identified hazard/risk to health & safety.

Policies: will need to be in accordance with National Minimum Standards and any subsequent relevant legislation and guidelines. Policies and procedures should include:

• Fire precautions and procedures, including reporting and action in an emergency situation.

• Accident reporting and investigation procedures as required by reporting of injuries, diseases and dangerous occurrences (RIDDOR) for both service users and staff.

• Basic hygiene, including dealing with bodily fluids, incontinence management, pets and infestation.

• Control of infectious diseases, including notification procedures.

• Moving and handling, including reporting of faulty equipment.

• Provision and use of protective clothing and equipment.

• Basic food safety.

• The use of vehicles and arrangements for appropriate insurance.

• Handling client’s money and completing transactions on behalf of clients when part of the client’s Care Plan.

• Medication prompting, supervision or administration.

• First aid and welfare and emergency procedures.

• Personal safety, harassment (including sexual and racial harassment) and violence at work.

• Pest Reporting Procedure.

• Lone Working Policy

• Safer care policy and procedures (Children and Young People)

(This is a non-exhaustive list)

16.4 The Provider must demonstrate the arrangements for communicating to employees information about health & safety matters, including articles and substances for use at work especially on their first introduction, or when a person will be working with them for the first time, with reference to Control of Substance Hazardous to Health Regulations (COSHH).

16.5 The provider must ensure that employees, supervisors, and managers receive suitable training and supervision to enable them to work safely and to carry out their health & safety responsibilities efficiently.

16.6 Procedures will need to be revised on a regular basis to take account of any changes that affect the health and safety policy, and Providers must have arrangements in place for notification of revisions to policies and procedures to be effectively communicated to all staff.

17.0 RISK MANAGEMENT

17.1 Situations may arise where a Service User’s environmental, physical, mental or social conditions may result in a risk to themselves or other members of the community's health or safety, e.g. leaving the gas taps turned on or having a home with inadequate heating. Service users may also display physical or verbal aggression and / or challenge services.

17.2 Subsequently the Provider must ensure that an appropriately trained and qualified member of staff completes a risk assessment prior to the commencement of services, including liaison with appropriate Council staff, where required.

17.3 This assessment must include;

• Identification of potential hazards associated with any given task

• Identification of who might be harmed and how

• An evaluation of the risk to identify what action is required and steps to be taken to minimise the risk

• A statement of the equipment required to provide the services

• Evidence that agreed and appropriate action has been taken

17.4 Where it is not possible to carry out a risk assessment prior to the commencement of the service, the Provider shall ensure that a suitably trained and qualified care worker completes the risk assessment on the first visit to the service user.

17.5 The Provider shall carry out further risk assessments whenever significant changes to the care package are agreed between the Provider, the service user and the Council.

17.6 Notwithstanding the arrangements in Clause 15.0 (Review of Services), the Provider shall undertake a review of risk assessments on an annual basis.

18.0 SAFE HANDLING OF KEYS

18.1 The Provider must demonstrate that they have an effective procedure, which identifies and keeps to a minimum the number of Care Workers who have keys to service user’s homes.

18.2 Safe Handling of Keys Procedures should only apply where service users have been assessed as being unable to maintain their own door safety and where family support is limited.

18.3 Any key holding arrangement must involve the consent of the service user or representative, who must be provided with a written copy of the agreement detailing the arrangement. This beleaguered must specify the security arrangements for the key, who should have access to the key, and it what circumstances the key can be accessed.

18.4 The Provider must ensure that they have adequate procedures to monitor the use of service users’ keys within their control including the written agreement of service users / carers

/ family.

18.5 The care worker or service user will notify each other if a key is lost. The Provider will be responsible for offering to pay for change of locks and keys if the key was lost by one of their employees.

18.6 The Provider must ensure that all keys are accounted for and that care workers leaving the company have handed all keys back. The Provider will take responsibility for any loss of keys in their care and is ultimately responsible for the safe return of keys where care workers leave their employment.

18.7 No Keys should be left under garden objects or other external objects as a way of keeping the key safe. If a service user requires this service then they must be responsible for the

funding of external key safes. Where key safes are used, it is recommended that the relevant security code(s) should be changed following any care worker that has had access to such key safes leaving the employ of the Provider.

18.8 If a service user dies or ceases to receive a Domiciliary Care service, it is the responsibility of the Provider to return the key (s) to the Social worker / care co-ordinator. If there is no

Social worker / care co-ordinator the key should be returned to the service user’s known representative or family. In both instances the return of the key(s) must be recorded.

18.9 Appropriate safety equipment will be discussed such as the use of a key safe as a possible solution to maintaining the service user’s independence.

18.10 The Provider shall not access a service user’s home at any time other than the times agreed in accordance with Section 12 of the specification.

18.11 The Provider shall not access a service user’s home if the service user is not present, unless otherwise agreed with the service user and the Council. If, in exceptional circumstances, the Provider is required to access the service user’s home without the service user being present, the Provider will only enter the home with a person nominated by the service user or the Council.

19.0 MOBILITY

19.1 The Council and the Provider will expect that all service users should be given support in remaining as mobile as possible, whilst recognising individual preferences. The Provider is required to provide levels of flexible support and assistance with mobility to service users, in response to each person’s abilities and motivation, which may vary from day to day.

19.2 The Provider is required to contact the Social worker / care co-ordinator, with the service user’s consent, to arrange a review if it is thought that aids and adaptations would assist the person in maintaining their independence. All equipment that is provided by the Council should be supported by an Occupational Therapist assessment. The social worker / care co-ordinator will make a referral to an Occupational Therapist (OT) for an assessment to be carried out.

19.3 Where there is equipment to aid mobility the Provider will contact the appropriate organisation to facilitate repair. The Provider should ascertain from the service user if the equipment has been purchased privately, by the Council or provided by the NHS. If unsure the Provider should advise the social worker / care co-ordinator of the situation.

20.0 TRANSPORT

20.1 The Provider must ensure that all vehicles used to transport service users shall be operated within any statutory or legal requirement and that such vehicles are fit for purpose;

20.1.1 The Provider must ensure that vehicles and drivers are suitably insured for business purposes and that appropriate checks are conducted on an annual basis; i.e. checks of care worker’s driving license details, MOT, Car Tax, and Insurance;

20.2 When a service user is being transported, if the cost of travel is related to or included in the service user’s social care assessment of need, the cost will be included in the payment made by the Council;

21.0 RECORD KEEPING

21.1 Authorised Officer’s from the Council shall be given access to all appropriate records, including staff rotas and timesheets including electronic monitoring data, and will require evidence to confirm hours of service provided, to be made available with reasonable notice.

21.2 Record sheets should be maintained in the service user’s home which includes;

• Date, actual start and end time of visit and name of care worker

• Tasks carried out during visit

• The signature of the service user, carer or representative as confirmation of service delivery. Any deviations to the Care Plan should be recorded.

• Details of significant events relating to the delivery of services

• Any changes in service user’s needs

21.3 Notwithstanding 21.1 and 21.2 above, all records must be kept as a minimum for the period specified by the CQC. In respect of Services provided to Children and Young People, the Provider must ensure that all records are kept for the current financial year plus the previous 75 years.

22.0 NOTIFICATION OF SIGNIFICANT EVENTS

22.1 The Council expects that the Provider will inform the Council of any significant events relating to the Service User. In such instances where notification of significant incidents is provided to the Care Quality Commission a copy of this form should also be forwarded to the Council.

23.0 SAFEGUARDING ADULTS

23.1 The Provider and the Council will operate within the framework of the ‘County Durham Safeguarding Adults Interagency Partnership and agree to adhere to the principles contained in Department of Health’s publication ‘No secrets: guidance on developing and implementing multi-agency policies and procedures to protect vulnerable adults from abuse’

23.2 In adhering to this requirement, the provider will:

23.2.1 Have its own policy and procedure detailing how it will respond to requirements contained in the inter-agency policy and the Department of Health’s document, and

23.2.2 Ensure that information on its approach to ‘No secrets’ and safeguarding adults is made available to employees, staff, volunteers, users, carers and the general public.

23.3 The provider will ensure that there is a set of internal guidelines which relate clearly to the multi-agency policy and which set out the responsibilities of all staff and volunteers, which will include appropriate guidance and training commensurate with individuals’ roles on:

23.3.1 Identifying vulnerable adults who are particularly at risk.

23.3.2 Recognising risk from different sources and in different situations and recognising abusive behaviour from other service users, colleagues and family members.

23.3.3 Routes for making a referral and channels of communication within and beyond the agency.

23.3.4 A whistleblowing policy and procedure that informs care workers of the circumstances in which and to whom they should report untoward behaviour or instances that may be deemed as abuse.

23.3.5 Working within best practice.

23.4 All information should emphasise that all those who express concern will be treated seriously and will receive a positive response from management at all levels.

24.0 SAFEGUARDING CHILDREN

24.1 The Provider and the Council will operate within the framework of the ‘Durham Local Safeguarding Children’s Board’ Government guidance on Child Protection is set out in “Working Together to Safeguard Children Guidance” (Department for Education, revised 2013). It states that all organisations that work with children and young people share a commitment to safeguard and promote their welfare.

24.2 All organisations working with children and young people need to ensure that safeguarding practices permeate across all activities (e.g. recruitment and supervision of staff)

24.3 The Local Safeguarding Children Board acknowledges that agencies and professionals working with children are governed by firm rules regarding confidentiality. However, where it is necessary in the public interest or to protect children, information should be shared as directed by the Local Safeguarding Children Board, please refer to the Local Safeguarding Children’s Board Procedures.

24.4 Providers are required to share their statement of Child Protection with the Commissioner, upon request. The statement must demonstrate how it complies with Local Safeguarding Children Board procedures.

24.5 In addition to the policies detailed in Clause 23 above, Providers working with Children and Young People must have the following Policies in place:

24.5.1 Child Protection Policy

24.5.2 Policy on Dealing with Allegations

25.0 MANAGEMENT OF STAFF

25.1 In carrying out this specification the Provider shall employ only such persons as are careful, trustworthy, skilled, suitably experienced and competent, to undertake the tasks they have been allocated.

25.2 Providers must have a comprehensive Recruitment and Selection Procedure which meets the requirements of legislation, diversity, anti-discriminatory practices and ensures the protection of service users, their families and carers.

25.3 The Recruitment and Selection Procedure must include:-

• Advertising – in line with equal opportunities legislation.

• Use of Application Forms – must include specific questions relating to criminal convictions and a full employment history with appropriate dates including any periods of unemployment.

• Equal Opportunities – to include completion of equal opportunities monitoring form.

• Job Descriptions – details of issue should be recorded and a copy retained on file.

• Person Specification – to detail the qualifications, experience, skills and qualities required for prospective staff.

• Short-listing – should be based on the job description, person specification and application form.

• Securing of References – the employer must obtain a minimum of two written references (one from immediate past employer where applicable) prior to commencement of duties. In exceptional circumstances verbal references may be secured prior to commencement but these must be recorded and followed by written confirmation within two weeks of commencement of duties. If written confirmation is not received, the care workers continued employment must be reviewed. References must not be accepted from family members.

In respect of working with Children and Young People verbal references are not acceptable and any written references received should be verified by telephone and recorded.

• Securing of Disclosure and Barring Service Checks – the employer must secure an enhanced disclosure from the Disclosure and Barring Service for all care staff, in line with Clause B.1 of the Contract and existing and subsequent legislative requirements.

• Interview / Selection Process – face to face interviews must be undertaken and appropriately recorded.

• Contract of Employment – a written contract specifying the terms and conditions of employment must be issued within specified legislative timescales. The document must be signed and dated by employee and employer and a copy retained on file.

• Staff Handbook – all staff must be issued with a handbook detailing copies of all current policies, procedures and codes of practice.

• ID Cards – the Provider must ensure that all staff carries with them a personal identification card which includes an up to date photograph, name and signature of the care worker, Company name and expiry date. The Provider shall be responsible for ensuring that all staff providing a service to the Council comply with this requirement at all times.

• Skills for Care Code of Conduct for Healthcare Support Workers and Social Care Workers– the employer must ensure that all staff must be issued with a copy of the code following commencement of employment.

• Declaration of Cautions / Convictions Protocol – the Provider will inform the Council in writing of any staffing issues, cautions and convictions that may place the service user at risk. The Provider will liaise with the Council in order to establish whether the risk can be managed by the Provider. This will depend upon the nature and length of the caution / conviction as described in the Rehabilitation of Offender Act, and any HR advice which has been sought depending on the complexity of the situation.

26.0 INDUCTION AND TRAINING

26.1 The Provider will be required to develop and implement an Induction and Training Programme which meets the requirements of the Care Certificate. The Provider will have suitable arrangements in place to identify ongoing training needs, and will regularly assess care worker’s competencies and their potential for development.

 26.2 Induction

26.2.1 All new employees must complete the Care Certificate within twelve weeks of commencing employment. This is a structured Induction Programme in line with Skills for Care requirements. Achievements of all elements of the Induction should be appropriately assessed and recorded.

The standards of the Care Certificate are:

• Understand Your Role

• Your Personal Development

• Duty of Care

• Equality and Diversity

• Work in a Person Centred Way

• Communication

• Privacy and Dignity

• Fluids and Nutrition

• Dementia and Cognitive Issues

• Safeguarding Adults

• Safeguarding Children

• Basic Life Support

• Health and Safety

• Handling Information

• Infection Prevention and Control

26.2.2 Within the induction period, the following training must be achieved:

• Appointed Person’s First Aid

• Moving and Handling People

• Moving and Handling Objects

• Lone Working

• Fire Safety

• Food Hygiene

• Medication

26.3 Ongoing Training

26.3.1 The Provider must have an on-going Training Programme which is reviewed and annually updated and regularly communicated to Care Workers in response to assessed competencies. This Programme will include courses in the following areas (those marked \* must be accredited):

• Infection Control\*

• Risk Assessment

• Confidentiality/Data Protection

• Dementia Awareness\*

• Bathing

• Mental Capacity Act

• Substance Misuse

• NCFE Level 2 Safe Handling of Medication\*

• Level 3 Unit from HSC Diploma – either

o ASM 34 - Administer medication to individuals and monitor the effects

o HSC 3047 – Support use of medication in social care settings

26.4 Specialist / Further Training

26.4.1 Further specialist training must be provided for any care staff working with specific user groups and/or medical conditions. These can include the following, although this list is not exhaustive:

• Catheter Care

• Pressure Area Care

• Foot care

• Understanding Diabetes

• Autism Awareness

• Epilepsy Awareness

• Arthritis Care

• Skin Care

• Mental Health / Dementia / Depression

• Nutrition

• Deaf Awareness

26.4.2 When working with Children and Young People the following additional training must be undertaken:

• Training pertinent to child’s needs

• Safeguarding Children training

• Children and Development

• Working with Disabilities

• Supporting Education and Health procedures

• Physical crisis management such as breakaway or avoidance training e.g. PRICE

26.4.2 The Provider must make sure that all certificates and appropriate records are maintained for all courses attended.

26.5 Qualifications

26.5.1 All domiciliary staff should hold or be working towards the Diploma in Health and Social Care at a minimum of Level 2. This should be achieved within 18 months of appointment.

26.5.2 It is essential that the optional units chosen within the Diploma best reflect the candidate’s job role so that evidence can easily be obtained.

26.6 Supervision and Appraisal

26.6.1 The Provider must ensure that all staff, including managers, receive regular supervision in line with any National Minimum Standards during which they will be expected to account for the manner in which they are meeting their duties and responsibilities. Appropriate records of supervision must be maintained for all staff.

26.6.2 Supervision sessions should include:

• Any urgent or immediate issues

• A review of previous session and outstanding issues

• Provision of updates and amendments on Company Policies and Procedures

• Issues relating to current workload

• Staff development and staff care issues

• Staff views and suggestions

• Quality assurance issues

26.6.3 Where employees are employed on complex individual cases where high levels of personal care and support are needed, a higher level of supervision and support will be made available to them.

26.6.4 The Provider must ensure that all staff have an annual performance appraisal to include the following areas:

• Current position and performance

• Verification of procedural knowledge

• Analysis of training needs

• Goals and plans for the future.

• The Provider must ensure that appropriate records of appraisal are maintained for each member of staff.

26.6.5 The Provider must ensure that Managers and Supervisors receive training in supervision skills and undertaking performance appraisal.

27.0 MANAGEMENT SYSTEMS AND GOOD PRACTICE

27.1 The Provider will produce a detailed set of policies that will provide the aims and objectives of the Organisation. All procedures and practices of the Provider must be based on these and in accordance with the requirements of this service specification and any relevant National Minimum Standards.

27.2 The Provider shall produce a detailed set of procedures based on their policies. These procedures will provide detailed instruction for employees and the agreed way tasks are completed.

27.3 The Provider must have the following detailed policies in place;

27.3.1 No Smoking Policy

The Provider is required to ensure that care workers do not smoke whilst working in the home of the service user. This will be reflected in the Provider’s policies and procedures.

The Care Worker also has the right to request that the service user and family do not smoke while the care worker carries out their duties. The Council appreciates that this is a service users own home but the service user has to appreciate that their home becomes the care worker’s working environment and that they have the right to be protected from passive smoking.

27.3.2 Alcohol and Drugs

The Provider is required to ensure that care workers do not consume or are under the influence of alcohol or illegal drugs whilst working in the home of a service user.

27.3.3 Gifts Policy

Providers must have a policy relating to the non-acceptance of gifts or gratuities, which must contain or demonstrate in writing the following:-

• A position statement outlining the Provider’s policy and procedure on the non-acceptance of any gifts or gratuities from users of service and their carers, in return for any services which are provided on behalf of the County Council.

• How they demonstrate adherence to their policy or procedure.

• The action Providers will take if gifts or hospitality are offered or have been accepted.

• Procedures for returning gifts.

• Details of instruction and training given to staff regarding this procedure.

27.3.4 Refreshments

The Council expects that all care workers make their own arrangements for refreshments and/or meals when providing services within the terms of this specification.

The Provider must ensure that care workers only take refreshments whilst in the home of the service user at the invitation of or with the permission of the service user.

27.3.5 Use of a Service User’s Telephone

The use of a service user’s telephone is only permissible if the call relates to the service user. Under no circumstances should it be used for the Provider’s or Care Workers’ personal business. Care Workers should not make arrangements to receive personal calls on the service user’s telephone.

27.3.6 Service User’s Finances

Where a service user’s care plan specifies that the Provider is to handle or become involved with the Service User’s finances or financial transactions, the Provider must have the following policies and procedures in place in order to protect staff from mistaken or false accusations and to protect service users from financial abuse;

• Policy for the handling of service user’s money and for the investigation of alleged theft

• A procedure to ensure that all transactions involving service user’s monies are fully documented and receipts provided. All care workers must be provided with receipt books for this purpose

• Clear procedures in respect of the following;

a) That care workers must not borrow money from, our lend money to a service user

b) That care workers must not sell or buy goods or articles to or from service users

c) That care workers must not engage in a gambling syndicate with service users or promote gambling in any way to service users.

d) That care workers/Provider staff must not have access to service user PIN numbers or passwords for debit or credit cards, post office or other bank accounts.

• Clearly stated policy regarding the position of care workers in relation to becoming beneficiaries to Wills. The policy should also be clear that no care Worker or any relative of a care worker shall act as executors for the Estate of service users

• When it becomes evident that the service user is not capable of discharging the day to day management of their financial affairs the provider must inform the appropriate Social worker / care co-ordinator

27.3.7 Racial / Sexual Harassment of Employees

If for any reason, including racial/sexual harassment, a care worker is unable to carry out their duties, confrontation with service users must be avoided, and the care worker should leave and report the incident to their manager. A procedure should be in place regarding reporting, recording and investigation of such incidents.

27.3.8 Complaints

The Provider must ensure that information regarding the Complaints Procedure is made available to service users, their relatives, carers or advocate on request. However, an abridged version of the Complaints Procedure detailing how a complaint can be made must be given, and explained to the service user at the commencement of their service. This must include information on how to contact the local office of CQC and the Council in order to make a complaint.

In addition to the Complaints Procedure, the Provider must have a complaints register, which will record:

 a) date of complaint;

b) name of service user and name and address of complainant if different;

 c) details of complaint;

 d) name and designation of the person receiving the complaint;

 e) name and designation of nominated investigating officer;

 f) outcome of investigation;

g) whether the complainant is satisfied with the outcome and if not, the date on which the complaint was referred to the Commissioning Services Manager.

Providers must provide a report to the Commissioning Services Manager upon request detailing the following information:-

a) How many complaints the Provider has had during the previous six months.

b) How many of the complaints received are from service users funded by the Council

c) How many complainants were satisfied/unsatisfied with the outcome.

d) How many complaints the Social worker / care co-ordinator was involved in.

The existence of a procedure within the Organisation does not remove the service user’s right of access to the Council's own complaints procedure, details of which will be made available to the service user by the Social Worker. However it is expected that in most cases, the providers Complaints Procedure would be used first as this could facilitate speedy resolution, given the provider’s familiarity with the situation/issues and ability to respond directly and promptly. Where complaints have been addressed to the Council, but relate to the provider, they should be forwarded to the provider, after consultation with the complainant to see if they can be resolved at source. Where this is inappropriate; e.g. if the complaint is very serious, or concerns a senior manager inobjects, the Council’s procedure can be used from the outset.

28.0 QUALITY ASSURANCE

28.1 The Council is committed to the provision of high quality domiciliary care services from providers. This is to be achieved by adherence to the quality standards detailed within this service specification, the Council’s Contract Monitoring Framework and any relevant National Minimum Care Standards. It is expected that providers contracted by the Council will share this commitment to quality.

28.2 The Provider must have in place a Quality Assurance Policy with supporting procedures that is communicated to all staff and service users.

28.3 The Quality Assurance Policy should have in place and operate;

• A Quality Assurance Programme which incorporates a method of monitoring and assessing service provision in respect of competence, reliability, responsiveness, consistency and courtesy;

• A system for regularly obtaining service user feedback and taking actions as appropriate. The provider must make a quality assurance visit to each service user on at least an annual basis.

• A system to ensure management checks on service user records, care worker records, timesheets, risk assessment documentation and any other appropriate documentation relevant to the service.

• An annual survey of service users, their carers or advocates where appropriate to obtain their views and opinions of the service;

28.4 Quality Assurance Systems implemented must;

• Contain clear, written and achievable objectives that meet the specified standards;

• Allow staff and service users to contribute to the continuous cycle of improving the quality of the service;

• Emphasise self monitoring of standards by all staff engaged in providing the service;

• Allow independent scrutiny;

• Include regular liaison with the Council facilitating the Council’s own monitoring and evaluation processes

28.5 On a regular basis the provider will carry out systematic review of all aspects of the service. The results of the review will, where appropriate, be made available to service users, prospective service users and the Council.

29.0 PERFORMANCE MONITORING

29.1 The Service must operate in adherence to current and future National Minimum Standards issued by the Care Quality Commission, and must comply with the Council’s standards detailed in this service specification and any contract monitoring framework in place from time to time.

29.2 Social worker / care co-ordinators will continue to have primary responsibility for ensuring the provider is meeting the assessed needs and requirements which are detailed in the individual service user’s care plan. Accordingly the Social worker / care co-ordinator will ensure that any reviews or spot checks are undertaken to ensure that detailed, accurate and up to date Providers care/support plans are in place. Such care/support plans will be made available to the Social worker / care co-ordinator / Care Co-ordinator for review upon reasonable notice.

 29.3 The Council’s contract monitoring framework encourages a culture of continuous improvement and all providers are required to progress quality and delivery standards which will be evidenced through the contract monitoring processes.

29.4 The provider will ensure access by the Council’s Officers to all records held by the provider relevant to the individual service user, past or present, and the overall delivery of the service. his should include any provider care plans, records, complaints, compliments, management, personnel and financial records. At the discretion of the Council such visits may take place without notice.

30.0 ELECTRONIC MONITORING

30.1 The Council requires that Providers will operate electronic monitoring of care provision from the commencement of new framework contracts, and throughout the contract period, including any extension periods. The Council does not intend to specify the actual system used by the provider; however it must satisfy the following requirements:

• The system must log the time the care worker arrived at the service use’rs home

• The system must log the name of the care worker(s) providing service for the individual.

• The system must alert the provider of any missed calls, within 15 – 30 minutes of the planned time of care worker arrival.

31.0 PERSONALISATION AGENDA AND CARE ACT

31.1 Providers need to be aware of the government’s strategy relating to the personalisation agenda. This initiative relating to how services will be purchased and provided, may impact on the delivery of services during this contract period.

31.2 The Care Act 2014 will also have implications for the delivery of domiciliary care. Providers are encouraged to familiarise themselves with the act and the vision for care services in the future.

32.0 INVOLVEMENT OF SERVICE USERS AND CARERS

32.1 As the needs and wishes of the service users are of prime importance the Commissioner will, wherever possible, involve them (and/or their relatives with the service user's agreement) in the monitoring process.

32.2 The Commissioner expects that service users are involved as much as possible in making decisions concerning the way in which the service is managed on a day to day basis, subject to the Provider’s rights, to be responsible for the overall management of the service being provided.

32.3 The Commissioner recognises that involvement will depend on the ability and interest of service users and may be done informally, formally by way of formal service users' meetings or by a combination of both methods.

32.4 Whatever method is used to involve service users and carers in the running of the service, the Provider is required to demonstrate that there is a means by which they actively seek, record and respond to service users' and carers opinions, operational within the service.

33.0 MENTAL CAPACITY ACT 2005

33.1 The Mental Capacity Act 2005 provides a statutory framework to empower and protect vulnerable people who are not able to make their own decisions. It makes it clear who can take decisions, in which situations, and how they should go about this. It enables people to plan ahead for a time when they may lose capacity. The Provider has a legal duty to incorporate the Act into the development of its policies and procedures and in developing staff through training also in informing through communications the service user of their rights under this Act.

34.0 NATIONAL DEMENTIA STRATEGY

34.1 It is estimated that nearly two thirds of people with dementia live in the Community. It is essential therefore that domiciliary care provision caters for the needs of people living with dementia. Accordingly, the Provider must consider the implications of the implementation of the National Dementia Strategy (Department of Health) which identifies the following key issues / characteristics:

• The importance of person-centred care

• The critical importance of continuity of care for people with dementia

• The importance of ensuring that links between the provider and

 other relevant Teams in the area will lead to better and more

 integrated services

• The importance of specialist dementia domiciliary care services for those people with more complex care needs

• Providing adequate support to carers of people with dementia

35.0 GOOD PRACTICE, LEGISLATION AND POLICIES

35.1 The Provider is expected to adhere to and adopt the core standards and any subsequent legislative, regulatory or Government requirements appropriate to the provision of domiciliary care for Adults, Children and Young People.

37.0 BUSINESS CONTINUITY PLAN

37.1 The Civil Contingencies Act 2004 requires the Council to maintain plans to ensure it can continue to perform all of its ordinary functions in the event of an emergency. Organisations providing services or goods which underpin the Council’s service provision must be able to continue to provide in the event of an emergency. The Provider shall use its reasonable endeavours:-

37.1.1 to prepare a robust Business Continuity Plan that ensures the continuation of this Contract;

37.1.2 upon request, to disclose to the Council the contents of its Business Continuity Plan (including any revisions made to it from time to time);

37.1.3 to allow the Council at its discretion from time to time to monitor the Provider’s business continuity arrangements;

37.1.4 to notify the Council if an incident occurs which activates the Provider’s Business Continuity Plan (such notification to be given prior to the issue of any notification to the press or other media); and

37.1.5 to provide the Council with details of how the Provider managed any incident which resulted in the activation of the Provider’s Business Continuity Plan and any consequential amendments made to the Provider’s processes and/or procedures thereafter.SCHEDULE 2 – SUITABILITY ASSESSMENT QUESTIONNAIRE

SECTI**ON A**: ORGANISATION DETAILS

This Section must be completed in full.

**A1. Please indicate which of the following applies to your submission:**

(Select only one)

[ ]  Sole Bidding Organisation

[ ]  Bidding Organisation is a consortium, joint venture or partnership

[ ]  Bidding Organisation is a special purpose vehicle

If you are providing details for consortium members or partners, confirm you have attached the relevant pro-forma of organisation details of organisation details for each of the members of the consortium, partnership or joint venture. **Yes** [ ]

 **A2. Bidding organisation(s) details**

|  |  |
| --- | --- |
| Name of Bidding organisation: |       |
| Registered company address: |       |
| Company registration number: |       |
| Name of immediate parent company *(if part of a group structure)*: |       |
| Name of ultimate parent company *(if part of a group structure)*:  |       |
| Please mark X in the relevant box(es) if any of the following classifications apply to your organisation:*(Please select all that apply)* | Voluntary, Community and Social Enterprise [ ]  |
| Small or Medium Enterprise [ ]  |
| Sheltered Workshop [ ] *(As defined in Regulation 20 of the Public Contracts Regulations 2015)* |
| Public Service Mutual [ ] *(As defined in Regulation 77 of the Public Contracts Regulations 2015)* |

**A3. Contact details**

|  |  |
| --- | --- |
| Contact Name: |       |
| Contact address:*(If different to above)* |       |
| Contact telephone number:  |       |
| Email address: |       |

**A4. For completion by Non-UK Businesses Only**

|  |
| --- |
| ***Confirm as appropriate*** |
| Registration with professional body:Is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of Directive 2014/24/EU) under the conditions laid down by that member state). | Yes [ ]  No [ ]  |
| Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?  | Yes [ ]  No [ ]  |
| If yes, please provide details of what is required and confirm that you have complied with this.  |

***Instructions for completing Section A.***

**Sole Bidding Organisation**

You are a sole bidding organisation if you are the only organisation bidding for this contract as part of your submission. You may intend to use subcontractors, consultants or other partner organisations to deliver against the requirements of the contract, but you do not need to identify them in your response. Your organisation will be entirely liable to the Council for the delivery of the requirements of the contract.

**Consortia, Partnerships and Joint Ventures**

You are a consortium if you are submitting a bid in partnership with another organisation or organisations, with the intention that all named bidders will be jointly awarded the contract. You will be jointly and severally liable to the Council for the delivery of the requirements of the contract, regardless of the value of your contribution in respect of the contract sum, time, volume, quality or any other considerations.

**Special Purpose Vehicles**

You are a special purpose vehicle (“SPV”) if you have formed (or will form) a new legal entity for the purpose of bidding for this contract, with the intention that this organisation will be awarded the contract. The member organisations of the special purpose vehicle will be jointly and severally liable to Council for the delivery of the requirements of the contract, regardless of (i) the value of their contributions in respect of the contract sum, time, volume, quality or any other considerations, or (ii) the future organisational or legal standing of the special purpose vehicle.

**General Instructions for Completing Sections B to F**

**Sole Bidding Organisations**

You must provide all the information requested in each of the sections B to F.

**Consortia, Partnerships, Joint Ventures and Special Purpose Vehicles**

You must provide all the information requested in each of the sections B to F. Your response must apply to all consortium or SPV members, as named in your response to Section A; for example, if your response is ‘Yes’ to any part of sections B to F, this must be individually true for all consortium members or all organisations represented by the SPV.

**Evaluation Criteria**

Each of sections B to F is evaluated on a pass/fail basis. Bidders who fail will be disqualified from the procurement process. Note that you will be disqualified if you fail any of these sections.

Further details of the specific pass / fail evaluation criteria are provided in each section.

**SECTION B: GROUNDS FOR EXCLUSION**

You will be excluded from this procurement if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this would be disproportionate e.g. only minor amounts involved).

If you answer “yes” to any of the questions below, you should also take note of the Additional Note on Self-Cleaning which accompanies this section. You may contact the Council for advice before completing this part of the RFQ.

***“Your organisation” also includes any director, partner, or any other person who has powers of representation, decision making or control within the organisation.***

**B1. Mandatory grounds**

Within the past five years, has your organisation *(or its directors or partners or any other person who has powers of representation, decision or control of such organisation)* been convicted of any of the following offences?

|  |  |
| --- | --- |
|  | **Select one box for each** |
| Conspiracy within the meaning of 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 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; | Yes [ ]  No [ ]  |
| 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; | Yes [ ]  No [ ]  |
| The offence of 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; | Yes [ ]  No [ ]  |
| The common law offence of bribery; | Yes [ ]  No [ ]  |
| 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:* the offence of cheating the Revenue;
* the 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 Act (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; or
* 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) Order 1969;
* fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
* the possession of articles for use in frauds 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;
 | Yes [ ]  No [ ]  |
| Any offence listed in section 41 of the Counter Terrorism Act 2008 or in Schedule 2 to that Act, where the court has determined that there is a terrorist connection; | Yes [ ]  No [ ]  |
| Any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by section 41 of the Counter Terrorism Act 2008 or in Schedule 2 to that Act, where the court has determined that there is a terrorist connection; | Yes [ ]  No [ ]  |
| Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; | Yes [ ]  No [ ]  |
| 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; | Yes [ ]  No [ ]  |
| An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; | Yes [ ]  No [ ]  |
| An offence under section 59A of the Sexual Offences Act 2003; | Yes [ ]  No [ ]  |
| An offence under section 71 of the Coroners and Justice Act 2009; | Yes [ ]  No [ ]  |
| An offence under section 2 or 4 of the Modern Slavery Act 2015 | Yes [ ]  No [ ]  |
| 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; or | Yes [ ]  No [ ]  |
| Any other offence within the meaning of Article 57(1) of the Public Contracts Directive: (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or (ii) created, after the day on which the Public Contracts Regulations 2015 were made, in the law of England and Wales or Northern Ireland.  | Yes [ ]  No [ ]  |

|  |
| --- |
| If any of the above listed offences do apply to your organisation, please give full details including any court actions and or industrial tribunal hearings. |
| **Non-Payment of Taxes**Has it been established 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 your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes [ ]  No [ ]  |
| **Non-Payment of Taxes** - If you have answered **yes** to this question, please use the space below to provide further details. Please also use this space to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |

**B2. Discretionary grounds**

Durham County Council may treat any bidding organisation as ineligible to be awarded the proposed contract, on the basis of one or more of the following grounds.

Within the past three years, please indicate if any of the following situations applied, or currently apply, to your organisation (or its directors or any other person who has powers of representation, decision or control of such organisation)

|  |  |
| --- | --- |
|  | **Select one box for each**  |
| Your organisation has violated applicable obligations referred to in regulation 56(2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; | Yes [ ]  No [ ]  |
| Your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets were being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are (or were) suspended, or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;  | Yes [ ]  No [ ]  |
| Your organisation is guilty of grave professional misconduct, which renders its integrity questionable;  | Yes [ ]  No [ ]  |
| Your organisation has entered into agreements with other economic operators aimed at distorting competition; | Yes [ ]  No [ ]  |
| Your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures (see Note 1 below); | Yes [ ]  No [ ]  |
| The prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41 of the Public Contracts Regulations 2015, that cannot be remedied by other, less intrusive, measures; | Yes [ ]  No [ ]  |
| Your organisation has 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 (see Note 2 below); | Yes [ ]  No [ ]  |
| Your organisation:(a) has been 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; or(b) has withheld such information or is not able to submit required supporting documents;or | Yes [ ]  No [ ]  |
| Your organisation has undertaken to(aa) unduly influence the decision making process of the contracting authority; or(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or | Yes [ ]  No [ ]  |
| Your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes [ ]  No [ ]  |
| **If the answer to any of the above is “yes”, please give details, including any action taken to resolve the situation.** |
|   |

**Evaluation Criteria**

Section B is evaluated on a pass/fail basis. Bidders who fail will be disqualified from the procurement process.

| **Grounds for** **Exclusion Evaluation Criteria** | **Fail** | **Pass** |
| --- | --- | --- |
| Identified grounds for exclusion. | No grounds for exclusion identified. |

**Important note:** The Council may, at its discretion and in consideration of any additional information provided or mitigating circumstances, disregard any grounds for exclusion if it is satisfied that there are overriding requirements in the general interest that justify doing so – see the note on “Self-Cleaning” below.

ADDITIONAL NOTE 1 – CONFLICTS OF INTEREST

In accordance with the relevant question above, the Council may exclude the bidding organisation if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the bidding organisation to inform the Council. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not represent a conflict of interest for a bidding organisation.

ADDITIONAL NOTE 2 – TAKING ACCOUNT OF BIDDERS’ PAST PERFORMANCE

In accordance with the relevant question above, the Council may assess the past performance of a bidding organisation. The Council may take into account any failure to discharge obligations under previous relevant contracts of the bidding organisation completing this RFQ. This may include deficiencies in contracts with other public contracting authorities – not just contracts involving the Council.

In addition, the Council may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Bidding organisations may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

ADDITONAL NOTE 3 - SELF-CLEANING

Any Bidding Organisation that answers “yes” to any of the questions in B1 or B2 should provide sufficient evidence that provides a summary of the circumstances and any remedial action that has taken place subsequently, which may effectively “self-clean” the situation referred to. The bidding organisation must demonstrate that it has taken such remedial action, to the satisfaction of the Council in each case.

If such evidence is considered by the Council (whose decision will be final) as sufficient, the bidding organisation concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the bidding organisation shall, as a minimum, prove that it has:

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the bidding organisation shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the bidding organisation shall be given a statement of reasons for that decision.

**SECTION C**: INSURANCE

The bidding organisation agrees that it has or, if successful, will have in place by time of contract commencement the following minimum levels of insurance for any one claim:

|  |  |
| --- | --- |
|  | **Please select ‘Yes’ or ‘No’ (as relevant) for each insurance type:** |
| Public liability £5 million | Yes [ ]  No [ ]  |
| Employers liability £10 million | Yes [ ]  No [ ]  |
| Professional indemnity £1 million | Yes [ ]  No [ ]  |
| Motor Vehicle Insurance - third party cover required as a minimum | Yes [ ]  No [ ]  |
| Personal belongings insurance £500 | Yes [ ]  No [ ]  |

You will be asked to provide the evidence in the form of copies of policies, letters of confirmation from insurers or letters of confirmation from insurance brokers should you be awarded the contract.

ADDITIONAL NOTE for CONSORTIA and SPV bidders:

**Consortia, partnerships and joint ventures**

Consortia must confirm that the consortium collectively has the required levels of insurance, except for employer’s liability – each consortium member that employs staff must have an individual policy at the required level for this.

**Special Purpose Vehicles**

Special purpose vehicles must confirm that either the vehicle itself, or one of the members of the vehicle, where the policy specifically extends cover to the vehicle, has the required levels of insurance.

**Evaluation Criteria**

This section is evaluated on a pass/fail basis. Bidders who fail will be disqualified from the procurement process.

| **Insurance Evaluation Criteria** | **Fail**  | **Pass**  |
| --- | --- | --- |
| Failure by the bidding organisation to confirm that it has or, if successful, will buy the specified minimum levels of insurance. | The bidding organisation confirms that it has or, if successful, will buy the specified minimum levels of insurance. |

**SECTION D:** HEALTH AND SAFETY

The following applies to organisations that are bidding for work to be undertaken in the UK.

The bidding organisation must:

* Ensure that its entire workforce and subcontractors will comply with all relevant health and safety legislation as well as any requirements or instructions from the Council.
* Have appointed a competent person with overall responsibility for health and safety that is duly authorised in the organisation.
* Have processes in place for the identification of training needs and delivery of training to its workforce appropriate to the work for which it is bidding.
* Have processes in place for the development of risk assessments and method statements relevant to the nature of the work for which it is bidding that will identify, manage and mitigate associated risks and hazards.
* *(If it is an organisation with five or more employees)* have in place a written health and safety policy as required by Section 2(3) of the Health and Safety at Work etc Act 1974 and issue any codes of safe working practices to your workforce. This policy must provide details of the competent person or persons that have been appointed on behalf of the organisation to undertake the measures needed to comply with the requirements and prohibitions of the Management of Health and Safety at Work Regulations 1999.

The Council may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, by means of policy checking, validation of accreditations, site audits or any other method it deems appropriate.

For further information on employers’ health and safety obligations, please visit the Health and Safety Executive website at

<http://www.hse.gov.uk/simple-health-safety/index.htm>.

Specific guidance on how to write a policy and risk assessment is available at <http://www.hse.gov.uk/simple-health-safety/write.htm>.

**Confirm that you understand and agree to your undertakings as described above.**

|  |
| --- |
| *Please confirm as appropriate*Yes [ ]  No [ ]  |

ADDITIONAL NOTE for CONSORTIA and SPV bidders:

**Consortia, partnerships and joint ventures**

The lead consortium member must ensure that the information in this section regarding Health & Safety is effectively communicated to all consortium members. The lead consortium member must provide assurance that all consortium members understand, and have the ability to fulfil all health and safety requirements relating to the work being undertaken.

**Special Purpose Vehicles**

The lead SPV member must ensure that the information in this section regarding Health & Safety is effectively communicated to all of the organisations represented by the SPV. The lead SPV member must provide assurance that all SPV members understand, and have the ability to fulfil, all health and safety requirements relating to the work being undertaken.

**Evaluation Criteria**

This section is evaluated on a pass/fail basis. Bidders who fail will be disqualified from the procurement process.

**D: Health & Safety Statement – Evaluation Criteria**

| **D: Health & Safety** | **Fail**  | **Pass**  |
| --- | --- | --- |
| Failure by the bidding organisation to confirm they agree to the Health & Safety undertakings as described. | The bidding organisation confirms they agree to the Health & Safety undertakings as described. |

SECTION **E: EQUALITY AND DIVERSITY**

**E1.** **Does the bidding organisation comply with its legal obligations under the Equality Act 2010, relating to the following?**

|  |
| --- |
| ***Confirm as appropriate*** |
| Age  | Yes [ ]  No [ ]  |
| Disability  | Yes [ ]  No [ ]  |
| Gender reassignment  | Yes [ ]  No [ ]  |
| Marriage and civil partnership  | Yes [ ]  No [ ]  |
| Pregnancy and maternity  | Yes [ ]  No [ ]  |
| Race  | Yes [ ]  No [ ]  |
| Religion or belief  | Yes [ ]  No [ ]  |
| Sex  | Yes [ ]  No [ ]  |
| Sexual orientation  | Yes [ ]  No [ ]  |
| 1. ***NOTE TO ORGANISATION:***
2. ***It is the responsibility of the bidding organisation to keep up to date with relevant legislation and ensure it has a current understanding.***
 |

**E2.** **In the last three years has any finding of unlawful discrimination been made against the bidding organisation by any court or industrial or employment tribunal?**

|  |
| --- |
| *Please confirm as appropriate*Yes [ ]  No [ ]  |

**E3.** **In the last three years has any finding of unlawful discrimination been made against the bidding organisation as a result of a formal investigation by the Equality and Human Rights Commission (EHRC) or any relevant statutory European Body?**

|  |
| --- |
| *Please confirm as appropriate*Yes [ ]  No [ ]  |

**E4.** **If the answer to either E2 or E3 was Yes, provide the following information:**

**E4.1** **If the bidding organisation was required to take action, did the action taken satisfy the relevant organisation?**

|  |
| --- |
| *Please confirm as appropriate*Yes [ ]  No [ ]  |

**E4.2** **Outline what action the bidding organisation was required to take**

|  |
| --- |
|       |

**E4.3** **Please outline what action the bidding organisation took. If the bidding organisation did not take the required action, explain why not.**

|  |
| --- |
|       |

**E5.** **If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?**

|  |
| --- |
| *Please confirm as appropriate*Yes [ ]  No [ ]  Do not use sub-contractors [ ]  |

**Evaluation Criteria: Equality and Diversity**

This section is evaluated on a pass/fail basis. Bidders who fail will be disqualified from the procurement process.

| **Equality and Diversity Evaluation Criteria** | **Fail**  | **Pass**  |
| --- | --- | --- |
| Failure to confirm that the bidding organisation complies with any of its legal obligations as outlined in question E1.OREvidence of findings of unlawful discrimination by any court or industrial or employment tribunal or formal investigation and no evidence of adequate steps (or evidence of inadequate steps) taken as a consequence of any findings. | The bidding organisation confirms that it complies with all of its legal obligations as outlined in question E1.ANDNo evidence of findings of unlawful discrimination by any court or industrial or employment tribunal or formal investigation; or evidence of findings of unlawful discrimination by any court or industrial or employment tribunal or formal investigation but evidence is provided of adequate steps taken as a consequence of such findings. |

SECTION **F: ENVIRONMENTAL MANAGEMENT**

**F1.** **In the last three years, has your organisation been convicted of breaching environmental legislation, or had any formal notice served upon it, by any environmental regulator or authority (including local authority), either in the UK or any other EU member state?**

|  |
| --- |
| *Please confirm as appropriate*Yes [ ]  No [ ]  |

**F2. If the answer to F1 above is “yes”, please give details of the conviction or notice, including any action taken to resolve the situation.**

|  |
| --- |
|       |

**F3.** **If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?**

|  |
| --- |
| *Please confirm as appropriate*Yes [ ]  No [ ]  Do not use sub-contractors [ ]  |

**Evaluation Criteria: Environmental Management**

This section is evaluated on a pass/fail basis. Bidders who fail will be disqualified from the procurement process.

| **Environmental Management - Evaluation Criteria** | **Fail**  | **Pass**  |
| --- | --- | --- |
| A relevant and material prosecution, notice or sanction has been made against the bidding organisation and there is insufficient evidence of adequate steps (or evidence of inadequate steps) taken as a consequence of any findings. | No evidence of relevant prosecution, notice or sanction having been made against the bidding organisation**Or:** Evidence of a relevant prosecution, notice or sanction having been made, but evidence is provided of adequate steps taken as a consequence of any findings. |

SCHEDULE 3 – CONTRACT SPECIFIC QUESTIONS

SECTION **1: ESSENTIAL CRITERIA**

**Instructions for Section 1: Essential Criteria**

Essential Criteria are used where the Council requires evidence that the bidding organisation meets a specific requirement – such as having a particular licence or form of certification in place. Unlike scored Technical Questions, Essential Criteria are considered so crucial to the requirement that if a bidder cannot meet them, it would not be possible for that bidder to be awarded the contract.

**Sole Bidding Organisations**

You must provide all the information requested in this section.

**Consortia, Partnerships, Joint Ventures and Special Purpose Vehicles**

You must provide all the information requested in this section in respect of all the consortium or SPV member(s) as named in your response to Section A of Schedule 2.

**Evaluation Criteria**

This section is evaluated on a pass/fail basis. Bidders who fail will be disqualified from the procurement process. Note that where there are multiple Essential Criteria questions, you will be disqualified if you fail any of those questions.

For ease of reference, the detailed evaluation criteria for each Essential Criteria question are printed below the relevant question.

**Essential Criteria Questions**

* + - 1. Are you registered with the Care Quality Commission (CQC) for the provision of personal care services? **Yes** [ ]  **No** [ ]

| **Essential Criteria** | **Fail**  | **Pass**  |
| --- | --- | --- |
| Failure by the bidding organisation to provide a copy of their registration certificate with the CQC to indicate appropriate registration to provide care to people in their own homes.  | The bidding organisation has provided a copy of their registration certificate with the CQC to indicate appropriate registration to provide care to people in their own homes. |

* + - 1. Having given regard to the pen picture, terms and conditions and service specification can your organisation meet the outlined care needs of the service user and package requirements (including required calls and times) subject to receiving more information such as care plans and assessments, including sufficient trained and experienced staff supported by effective management and administrative functions? Can this be demonstrated by written plans and evidence if required? **Yes** [ ]  **No** [ ]

| **Essential Criteria** | **Fail**  | **Pass**  |
| --- | --- | --- |
| Failure by the bidding organisation to indicate they can meet the care needs of the service user and the requirements of the package as per the statement above  | The bidding organisation has indicated they can meet the care needs of the service user and the requirements of the package as per the statement above |

* + - 1. *Please confirm that your organisation has written policies and procedures in relation to safeguarding adults which are no less than two years old and conform with, and link to Durham County Council policies and procedures.* **Yes** [ ]  **No** [ ]

*(see* [*http://www.safeguardingdurhamadults.info/Pages/HomePage.aspx*](http://www.safeguardingdurhamadults.info/Pages/HomePage.aspx) *for more information)*

| **Essential Criteria** | **Fail**  | **Pass**  |
| --- | --- | --- |
| Failure by the bidding organisation to indicate that they have safeguarding adults policies and procedures than confirm with, and link to, Durham County Council policies and procedures  | The bidding organisation has indicated they have safeguarding adults policies and procedures than confirm with, and link to, Durham County Council policies and procedures |

SCHEDULE 4 – PRICING SCHEDULE

You should refer to the Instructions to Bidders and Evaluation Methodology document to understand how you should complete this section and how it will be evaluated.

**PRICE: hourly rate**

|  |  |
| --- | --- |
|  | Total Price (£) per hour |
| Hourly rate with effect from DATE (inclusive of any travel time). The price quoted should fully reflect the requirements as detailed in the RFQ Instructions document. Any calls of less than one hour will be paid pro rata to the contracted hourly rate |  |

SCHEDULE 5 – DECLARATION

An individual with authority to enter into an agreement on behalf of the bidding organisation must sign the following declaration.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle, the individual signing this declaration must be authorised to sign on behalf of their own organisation, and must also have the express permission of each of the named consortium / SPV members, to include them in this submission, and to commit to undertakings on their behalf. By signing, you agree to the declaration in its entirety and that any obligations or undertakings associated with it will be met by your organisation.

|  |
| --- |
| I confirm that my organisation can meet, in full, the requirements of the Specification set out in this document.I have checked that all questions have been answered, where applicable, and that supporting documents are enclosed, if and as requested. I accept the Council’s terms and conditions of contract.I certify that I have not canvassed any member, Director, employee, representative or adviser of the Council in connection with this procurement process.I certify that the information supplied is accurate, to the best of my knowledge. I understand that untrue, inaccurate or out of date information could result in my organisation being disqualified at any point in the procurement process or in the termination of the contract, if already awarded.I understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action could result in my organisation not being invited to tender or being disqualified at any point in the procurement process or in the termination of the contract, if already awarded.  |
| Signed |       |
| Name |       |
| On behalf of (bidding organisation) |       |
| Position in organisation |       |
| Email address |       |
| Date |       |

**Evaluation Criteria**

| **Declaration Evaluation****Criteria** | **Fail**  | **Pass**  |
| --- | --- | --- |
| The declaration has not been signed by an authorised person as described above **or** some of the information required has not been provided **or** the declaration has been qualified. | The declaration has been signed by an authorised person as described above, **and** all of the information required has been provided, **and** the declaration has not been qualified in any way. |

This section is evaluated on a pass/fail basis. Bidders who fail may be disqualified from the procurement process. Please note that all of the “pass” criteria must be satisfied in order to pass. **NOTE:** It is up to the signatory to satisfy themselves that they have the necessary authority, within their organisation, to sign on the organisation’s behalf.

SCHEDULE 6 – CONTRACT TERMS AND CONDITIONS

The Council’s terms and conditions for this contract are:

* Durham County Council’s standard terms and conditions for services.

A copy of the terms and conditions document is available to download with this RFQ from the NEPO Portal. Copies of our standard terms and conditions are also available on the Durham County Council website.

**Appendix 1 - Pro-forma to Schedule 2, Section A. (additional bidding organisations)**

Refer to the instructions in this document to understand the Council’s definitions of ‘consortia’, ‘partnerships’, ‘joint ventures’ and ‘special purpose vehicles’.

If you are bidding as one of these types of organisation, you must complete a separate copy of this pro-forma for each member organisation that makes up your bid. The information provided will be used in accordance with the guidance and methodology explained in the Instructions to Bidders and Evaluation Methodology document.

|  |  |
| --- | --- |
| Name of lead bidding organisation (as named in Schedule 2, Section A ): |        |
| Name of additional consortium or special purpose vehicle member: |        |
| Registered address: |        |
| Company registration number: |        |
| Contact name: |        |
| Contact telephone number:  |         |
| Email address: |        |
| Please mark X in the relevant box(es) if any of the following classifications apply to the organisation:*(Please select all that apply)* | Voluntary, Community and Social Enterprise [ ]  |
| Small or Medium Enterprise [ ]  |
| Sheltered Workshop [ ] *(As defined in Regulation 20 of the Public Contracts Regulations 2015)* |
| Public Service Mutual [ ] *(As defined in Regulation 77 of the Public Contracts Regulations 2015)* |