Description: LCC imp black 583

# **Invitation to Tender**

## for the supply of

**Learning Disability Involvement Contract**

**Contract Number CO1066**

**Document 1 of 7**

# 

Issue Date: 8th December 2020

Return Date: 5th February 2021 – 12 noon

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**This document is one of seven parts as listed below, which together form the Invitation to Tender documentation. Please ensure that no part is missing or duplicated.**

|  |  |
| --- | --- |
| **Document No** | **Title** |
| Document 1 | Section 1: Information for Providers  Section 2: Instructions to Providers and Conditions of Tender  Section 3a: Specification  Section 3b: Contract & Performance Management Arrangements  Section 3c: Key Performance measures |
| Document 2 | Section 4: Provider Responses – Business Information  Section 5: Provider Responses – Working methods  Section 6a: Provider Responses – Pricing Schedule Guidance  Section 6b: Pricing Schedule Spreadsheet – attached separately |
| Document 3 | Section 7: Payment Details  Section 8: Form of Tender  Section 9: Collusive Tendering Certificate  Section 10: Freedom of Information Disclosure Form  Section 11: Not used |
| Document 4 | Section 12: Provider Checklist |
| Document 5 | Section 13: Terms and Conditions of Contract |
| Document 6 | Appendix 1: Explanation of Price Evaluation  Appendix 2: Evaluation Matrix showing Quality Criteria  Appendix 3: Details for partners, consortium members or sub-contractors  Appendix 4: Meanings of Offences  Appendix 5: Minimum Information Security Standards And Acceptable Use  Appendix 6: Not used |
| Document 7 | Appendix 7: TUPE information |

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**PL.15.XXX**

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1. **Background and Context for Learning Disability Involvement Contract in Lincolnshire**

# **SECTION 1 – INFORMATION FOR PROVIDERS**

**Home Based Reablement Service**

**PL.15.XXX**

1.1       Lincolnshire County Council (LCC) recognises the importance of people having their say on local issues throughout our Specialist Adult Services Commissioning Strategy 2018-2021. Everyone should be given the opportunity to be involved in issues that affect their life, for some people, particularly those with learning disabilities, this can be difficult. This is why LCC is committed to ensuring that people with learning disabilities are given the right support and encouragement to take part in decisions and development of services and have their views heard and acted upon.

1.2 With on-going budget constraints engaging with the people that use services is even more important and there is an agreed view that health and social care need to transform the relationship with communities in order to meet the challenges faced. Evidence suggests that by co-producing solutions with the community can deliver the outcomes that matter most for people, as well as providing value for money.

1.3 The ideas and values of participation, involvement and co-production underpin a growing number of policies.

* + Section 192 of the Health and Social Care Act 2012
  + Part 4 of the Care Act Statutory Guidance (best practice guidance in involvement and co-production) and related sections
  + Part 3 of the Children's and Families Act 2014 includes the importance of young people, children and their parents participating as fully as possible in decision-making and being provided with the information and support to enable them to do so.
  + The duty under the Equality Act 2010 for local authorities to advance equality of opportunity and encourage people from protected groups to participate in public life.
  + The Francis and the Winterbourne View Inquiries recommended that commissioners and service providers develop more equal partnerships with people who use services; enabling them to build self-confidence and self-esteem and be more able to challenge exploitation and abuse.

1.8 LCC's five year Community Engagement Strategy 2018-2023, explains how engagement with the people of Lincolnshire will be conducted and sets LCC's commitments, including:

* To involve people when making significant changes to services
* Share knowledge and expertise
* Share or transfer resources
* Keep people informed
* Be clear, concise and approachable

1.9 The Council has also developed a five year Community Engagement Policy 2018-2023, that sets out what LCC means by engagement and what it encompasses. In LCC's Community Engagement Policy, engagement is defined as:

1.10 As an activity, 'engagement' is defined as on-going, regular dialogue, it includes simple conversations, but also collaborative approaches to working with our communities and partners. It is generally seen to offer great value in ensuring we make informed decisions, with stakeholders involved throughout the whole process.

**2 The Requirement and Budget**

2.1 Tenders are invited for the supply of a Learning Disability Involvement Contract. The successful supplier will be responsible for providing the service and liaising closely with the relevant Contract Manager.

2.2 The Council’s detailed requirements are defined in the Specification at Section 3.

2.3 The current contract will come to an end on 30 June 2021.

2.4 The Council wishes to commission a single provider of a countywide service.

2.5 The contract will be for an initial period of 12 months with options to extend by further two periods of 12 months up to a maximum of 24 months. The contract will commence on the 1July 2021.

2.6 The Council has a fixed budget within which the delivery of the Service must be achieved. The maximum available annual budget is £74,737.

2.7 As the Council has a maximum budget of £74,737 per annum for the Services, the Council does not guarantee to make any payment above the £74,737 per annum budget.

2.8 Payment will be by way of a fixed sum for the delivery of the Services.

2.9 Utilising the Service Provider’s financial submission, the contract will utilise an Open Book Accounting approach.

* 1. Service Charges shall be payable on a block payment basis monthly in arrears, subject to receipt of a valid invoice from the Service Provider in accordance with the Contract.
  2. Other than where explicitly stated in the Contract, the Payment Mechanism will form the sole basis of payment to the Service Provider and, as a consequence, the Service Provider should ensure that all costs necessary to deliver the Specification are included in the price.

**3 Indicative Procurement Timetable**

3.1 It is intended that the tender exercise follows the time-line detailed below:

|  |  |  |
| --- | --- | --- |
| 1 | Invitation to Tender Issued | 8th December 2020 |
| 2 | Deadline for Questions about the requirement | 29th January 2021 |
| 3 | Deadline for Bids | 5th February 2021 – 12 noon |
| 4 | Evaluation Period | 8th February – 18th March 2021 |
| 5 | Standstill Period | 19th March – 29th March 2021 |
| 6 | Contract Awarded | 1st April 2021 |
| 7 | Contract Implementation Period | 1st April – 30th June 2021 |
| 8 | Contract Start | 1st July 2021 |

3.2 Please note the Council reserves the right to amend this time-table.

3.3 Following submission of your written tenders, Suppliers may be asked to provide written clarification to the evaluation panel to ensure a comprehensive understanding of the tender proposal is achieved. This will help to clarify any points arising from the written bids and ensure robust scores to be allocated.

**4 Overview of the Procurement Process**

4.1 Before formal evaluation the Council will examine bids to determine whether any bidder has submitted an incomplete tender submission. Any tender submission which is incomplete will be deemed to be a non-compliant tender.

4.2 A bid that is non- compliant, or a tender which is submitted without the appropriate signatures, will fail and the Council will be entitled to reject it forthwith and not proceed to evaluate it further.

4.3 A compliant bid is one which is submitted with

4.3.1 full responses and full information at Section 4 for Stage One; and

4.3.2 full responses and full information at Sections 5 and 6 for Stage Two; and

4.3.3 fully completed Payment Details at Section 7; and

4.3.4 fully completed Form of Tender at Section 8; and

4.3.5 fully completed Collusive Tendering Certificate at Section 9; and

4.3.6 fully completed Freedom of Information Disclosure Form at Section 10; and

4.3.7 fully completed Appendix Three where applicable

Bidders are referred to the Supplier Checklist at Document 4, Section 12.

4.4 Throughout the evaluation process, at either Stage One or Stage Two, the Council reserves the right to seek clarifications from Bidders, where it considers this necessary, to achieve a complete understanding of the bids received. In any event and for the avoidance of any doubt, should the Council, acting reasonably, identify a fundamental failing or weakness in any tender then that tender may, regardless of its other merits, be excluded from further consideration.

4.5 The evaluation of bids in this procurement will be undertaken by way of a two stage process.

4.6 **Stage One** of the evaluation of bids comprises the evaluation of Bidders' Business Information Assessment submissions on the basis of Pass or Fail of Parts A to J inclusive. Only those Bidders evaluated with a Pass for all Parts A to J are qualified to proceed to be evaluated at Stage Two. For the avoidance of doubt should any bidder be evaluated with a Fail for any Part A to J inclusive its bid will not be evaluated further and the Council is permitted and shall reject that bid forthwith.

4.7 Only those passing the Stage One evaluation of the Business Information Assessment will go through to Stage Two.

4.8 **Stage Two** of the evaluation of bids comprises the evaluation of the Award Criteria based on (a) proposed working method submissions and (b) pricing bid submission (please see paragraph 6 below).

5 **Stage One Evaluation**

5.1 Pass/Fail assessment criteria will be applied to the responses given by Suppliers to the Business Information Questions set out at Document 2, Section 4 Parts A to J inclusive.

5.2 The Business Information Assessment criteria are the minimum standards which the Council require its Suppliers to meet or exceed.

5.3 If the situation arises where no Bidder passes Stage One, the Council reserve the right to cancel or restart the tender process.

| **Assessment Criteria** | | **Assessment** |
| --- | --- | --- |
| **Part A: Company Details** | Bidders must submit full company details.  **Any Bidder who does not meet this minimum standard will fail.** | Pass / Fail |
| **Part B: Professional Standing** | Bidders must answer all questions contained within the compliance with contract regulations section.  **Any Bidder who has been convicted of any of the offences listed in Section B will fail.** | Pass / Fail |
| **Section C: Financial Information** | Any Bidder providing less than satisfactory accounts or documentation and therefore giving rise to concerns that cannot be satisfied regarding their financial standing, will fail. | Pass / Fail |
| **Part D: Insurance** | For insurance cover, Bidders must have in place the levels specified in Part D of the Business Information Responses **or** be willing to have the stated levels if they are successful on being awarded the contract.  **Any Bidder who does not meet the minimum insurance levels and is not willing to obtain the insurance policies required if awarded the contract will fail.** | Pass / Fail |
| **Part E: Contract Performance** | Organisations must demonstrate sound contract performance, with No to all questions in this section, **or** full satisfactory explanation details.  **Any Bidder who does not demonstrate this will fail.** | Pass / Fail |
| **Part F: Health & Safety** | Organisations must demonstrate a sound Health and Safety track record with No to all questions in this section, **or** full satisfactory explanation details.  **Any Bidder who does not demonstrate this will fail.** | Pass / Fail |
| **Part G: Environmental Management** | Organisations must demonstrate a sound Environmental Management track record with No to all questions in this section, **or** full satisfactory explanation details.  **Any Bidder who does not demonstrate this will fail.** | Pass / Fail |
| **Part H: Equality & Diversity** | Organisations must demonstrate a sound Equality and Diversity track record with No to all questions in this section, **or** full satisfactory explanation details.  **Any Bidder who does not demonstrate this will fail.** | Pass / Fail |
| **Part I: Requirement Specific Questions**  **General Data Protection Regulation** | Organisations must demonstrate a sound knowledge and understanding of their Information Governance responsibilities.  **Any Bidder who does not demonstrate this will fail.** | Pass / Fail |
| **Part J: Requirement Specific Questions Safeguarding** | Organisations must demonstrate a sound knowledge and understanding of their Safeguarding responsibilities with No to all questions in this section, **or** full satisfactory explanation details.  **Any Bidder who does not demonstrate this will fail.** | Pass / Fail |

5.4 If the situation arises where no suppliers meet the minimum requirements, the Council reserve the right to cancel or restart the tender process.

6. **Stage Two Evaluation - Award Criteria**

6.1 The Council will award the contract to the tender which is the most economically advantageous.

6.2 At this Stage Two bids will then be evaluated by way of:

6.2.1 Quality at 80% evaluated in accordance with the Criteria and sub-criteria detailed in the Suppliers Response - Working Methods at Document 2, Section 5; and

6.2.2 Price at 20% evaluated in accordance with the criteria detailed in the Pricing Schedule set out at Document 2, Section 6.

6.3 **Evaluation of Quality – 80%**

6.3.1 Bidders will be allocated a weighting score of up to a maximum 80 on their responses to the Proposed Working-Method Questions at Document 2, Section 5 (Part K Proposed Working Methods).

6.3.2 A bidder's final quality weighted score shall be factored to a percentage up to a maximum of 80%.

6.3.3 There are eight question area categories at Document 2, Section 5. The weighting scores applied to each of the Quality criteria for each question are as follows:

|  |  |  |
| --- | --- | --- |
| **Number** | **Method Statement** | **Maximum Weighting %** |
| 1 | Applying Experience and Strengths | 12% |
| 2 | Service Delivery | 15% |
| 3 | Service Structure and Staffing | 10% |
| 4 | Service Promotion and Engagement | 8% |
| 5 | Quality Assurance and Monitoring Performance | 8% |
| 6 | Added Value | 5% |
| 7 | Mobilisation Plan | 10% |
| 8 | Case Study | 12% |
| **TOTAL** | | **80%** |

6.4 **Scoring Scale Table**

6.4.1 Each question within each of the 4 question area categories of Section 5 will be allocated a weighted score using the following **"Scoring Scale"** between 0 and 5:

|  |  |  |
| --- | --- | --- |
| **Score** | **Classification** | **Definition** |
| 0 | No response (complete non-compliance) | No response at all or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible |
| 1 | Unsatisfactory response (potential for some compliance but very major areas of weakness) | Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the tenderer will be able to provide the services and/or considerable reservations as to the tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements  Would represent a very high risk solution for the contracting authority |
| 2 | Partially acceptable response (one or more areas of major weakness) | Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the tenderer will be able to provide the services and/or some reservations as to the tenderer's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements  May represent a high risk solution for the contracting authority |
| 3 | Satisfactory and acceptable response (substantial compliance with no major concerns) | Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements  Medium, acceptable risk solution to the contracting authority |
| 4 | Fully satisfactory /very good response (fully compliant with requirements). | Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements  Low/no risk solution for the contracting authority |
| 5 | Outstanding response (fully compliant, with some areas exceeding requirements) | Submission sets out a robust solution (as for a 4 score) and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to the contracting authority; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described  Low/no risk solution for the contracting authority |

6.4.2 The weighted score for a particular question will be calculated by the following formula:

(Average Score Allocated / Maximum Score of 5) x Maximum Weighted Score

6.4.3 The weighted scores will be added to give a total weighted score for Quality.

This Total Quality Weighted Score shall be factored to a maximum 80% by the following formula:

(Total Quality Weighted Score / 100) 80 (%)

6.4.4 A copy of the Quality Evaluation Matrix can be found at Document 6, Appendix 2.

6.4.5 Bidders should note that regardless of a bid’s overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness (i.e. that a score of 0-2 is achieved on more than one occasion for any Proposed Working Method question in Document 2, Section 5) which is likely to impact adversely upon the supply of the services, then grounds will exist to exclude the bid from further consideration and the Council will be entitled to and may reject the bid and not evaluate it further.

6.5 **Evaluation of Price – 20%**

6.5.1 Price shall constitute 20% of the overall 100% of Award Criteria for the award of the Contract.

6.5.2 Further detailed explanation to the pricing schedule can be found in Sections 6a and 6b.

6.5.3 This pricing percentage of 20% is comprised of a single element of price on which bidders are asked to bid. Bidders must bid for provision of all elements of the service for each of the three years available. The total price for each contract year should be included as indicated in the attached spreadsheet, Document 2b Section 6b Pricing Schedule. Bidders are also required to provide a detailed breakdown of all costs associated with the delivery of the service costs in each contract year as indicated in Tabs 3 to 5 of the attached spreadsheet Section 6b Pricing Schedule.

6.5.4 Bidders are referred to the Pricing Schedule at Documents 2a and 2b, Sections 6a and 6b, where the requirements described in 6.5.3.1 to 6.5.3.3 are detailed.

6.5.5 The maximum price percentage points are 20%.

6.5.7 Price percentage points will be allocated using the following methodology:

6.5.7.1 For example in the table below Supplier 3 has submitted the lowest cost therefore receives maximum points. Supplier 1 has submitted a price 25% higher and therefore receives a score 25% lower.

|  |  |  |
| --- | --- | --- |
| **Supplier** | **Price** | **%** |
| **1** | **£125,000** | **15** |
| **2** | **£185,000** | **3** |
| **3** | **£100,000** | **20** |
| **4** | **£150,000** | **10** |
| **5** | **£225,000** | **0 \*** |

\*If a bid is more than twice the amount of the lowest price the equation will produce a negative number, in this case the bids score 0 points. ***Please note the figures used in the above table are purely for example purposes only and are not a reflection of anticipated tender submissions.***

6.5.8 Further detailed explanation can be found at Document 2 Section 6a

# **SECTION 2 – INSTRUCTIONS TO SUPPLIERS AND CONDITIONS OF TENDER**

**Home Based Reablement Service**

**PL.15.XXX**

**1 General Instructions**

**Definitions**

1.1 Words defined in the Terms and Conditions of Contract shall have the same meaning throughout the Tender document.

1.2 “Council”, “Customer” and “Contracting Authority” means the organisation that is seeking to award a contract.

1.3 “Supplier” means the organisation submitting the Invitation to Tender document.

**General Instructions**

1.4 Tenders must be submitted in accordance with the following instructions and conditions. Any Suppliers that do not comply with these instructions or conditions may have their tender rejected.

1.5 The Council reserves the right to disqualify any tender submission which is incomplete or not in accordance with paragraph 1.4 above.

1.6 Prospective suppliers should be aware that canvassing (i.e. seeking the support of influential persons within the purchasing organisation) will lead to disqualification.

1.7 The information that Suppliers give in response to the Invitation to tender forms part of the legal representations of the Suppliers organisation during the tender process. Any findings of misrepresentation may result in any subsequent contract being terminated.

1.8 The supplier’s written response to any information required by the Council will be taken into account in the evaluation of competing tenders and if approved, will be binding but will not detract from the Specification nor Conditions of Contract.

1.9 Suppliers should note that wherever reference is made to any external assessment body or external accreditation standard, such reference shall be deemed to include reference to any equivalent body or standard established in other member states of the European Union.

1.10 Suppliers are advised that any contract(s) resulting from this procurement exercise will be subject to conditions which require the Supplier, as an employer, to comply with all statutory obligations to staff (and to applicants for employment) under all equality and non-discrimination laws (and amendments thereto) and with any statutory instruments, orders, guidance and codes of practice made thereunder.

1.11 The Council does not bind itself to accept any offer resulting from the Invitation to Tender and reserves the right not to award any contract under this procurement process.

**Confidentiality**

1.12 All documentation and information issued by the Council relating to the procurement process shall be treated by the Supplier as private and confidential for use only in connection with the procurement process and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Council.

1.13 All information provided to the Supplier by the Authority shall be regarded as confidential and used only to prepare a response to any clarification questions. The questionnaire remains the property of the Authority and must be returned upon demand.

**Freedom of Information**

1.14 The Supplier acknowledges that the Council is obliged under the Freedom of Information Act (FOIA) to disclose information to third parties subject to certain exemptions. This includes the information given in relation to this invitation to tender process. The Supplier therefore accepts and acknowledges that the decision to disclose information and the application of any exemptions will be at the Councils sole discretion. The Authority will act reasonably and proportionately in exercising its obligations under the FOIA as to whether any exemptions under section 43 of the FOIA may be applied to protect the supplier’s legitimate commercial and trade secrets.

1.15 Suppliers should state at Document 3, Section 10 if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Suppliers should state why they consider the information to be confidential or commercially sensitive and for how long.

1.16 This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.

**Information, Costs and Expenses**

1.17 The Supplier is responsible for obtaining all information necessary for the preparation of its submission and all costs expenses and liabilities incurred by the supplier in connection with the preparation and submission of the tender will be borne by the supplier.

1.18 Suppliers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since Suppliers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.

1.19 If a supplier fails to provide fully for the requirements of the Specification in the Tender it must either:

(i) absorb the costs of meeting the full requirements of the Specification within its tendered price; or

1. withdraw its Tender.

**Research and Investigation**

1.20 The Supplier will be deemed for all purposes connected with the tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.

1.21 The Supplier shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) neither the Council shall make any payments to the Supplier save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by any Council to the Supplier in respect of the scope of the Contract being different from that envisaged by the Supplier or otherwise. Information given in respect of current orders is given as a guide and the Council makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the Supplier.

**TUPE Regulations**

1.22 Tenderers attention is drawn to the provisions of the European Acquired Rights Directive EC77/187 and the TUPE Regulations. TUPE Regulations may apply to the transfer of the contract from the present contractor to the new one, giving the present contractor’s staff (and possibly also staff employed by any present subcontractors) the right to transfer to the employment of the successful contractor on the same terms and conditions. The above does not apply to the self-employed.

1.23 Tenderers are advised to form their own view on whether TUPE Regulations applies, obtaining their own legal advice as necessary.

1.24 To assist in this process the Council has gathered workforce details from the present contractors. This information shall be supplied to you on the basis that you treat it as strictly confidential. This information can be found in Document 7, Appendix 7.

1.25 The successful contractor shall be required to indemnify the Council against all possible claims under TUPE Regulations.

1.26 It is a further requirement that the successful contractor shall pass on all details of their own workforce towards the end of the service period so that this information can be passed to other bona fide contractors to enable them to assess their obligations under TUPE Regulations in the event of a subsequent transfer.

**Conflicting Statements**

1.27 The Council gives no warranty or undertaking of whatever nature in respect of the information contained within the Invitation to Tender documentation, its Annexes, or any subsequent information provided as part of this procurement process. The Council shall not be liable to any tenderer in respect of any failure to disclose or make available any information, document or data.

1.28 Tenderers are expected to conduct their own analysis and review of the Invitation to Tender documentation and satisfy themselves as to its accuracy completeness and fitness for purpose.

1.29 Tenderers should notify the Council of any perceived conflicting statements within the Invitation to Tender documentation, whether this is between any of the documents, drawings or electronic data.

**Disclaimers**

1.30 The Council does not accept any responsibility or liability for the information contained in the Instructions to Tenderers or for its fairness, accuracy, adequacy or completeness, and no warranty, express or implied, is given. Nor shall the Council be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication. Only the express terms of any written contract relating to the subject matter of the Instructions to Tenderers, as and when it is executed, shall have any contractual effect in connection with the matters to which it relates.

1.31 These provisions extend to liability in relation to any statement, opinion or conclusion contained in, or any omission from, this document and in respect of any other written or oral communication transmitted or otherwise made available to any person, and no representations or warranties are made in relation to such opinions, statements or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

1.32 Any persons considering making a decision to enter into contractual relationships with the Council should make their own investigations and their own independent assessment of the role of Contractor and should seek their own professional financial, legal and other advice. This document should not be regarded as an investment recommendation made by the Council. Neither the issue of the Invitation to Tender nor any of the information presented in it should be regarded as a commitment or representation on the part of the Council to enter into a contractual arrangement.

1.33 None of the information contained in the Instructions to Tenderers, or any part of the Invitation to Tender documentation, shall constitute a contract or part of a contract in any way, and none of the information is or should be relied on as a promise or representation as to the Council’s ultimate decisions in relation to this contract.

1.34 No contractual rights, express or implied, arise out of the procedures set out in the Instructions to Tenderers.

1.35 The award process may be terminated or suspended at any time without cost or liability to the Council.

1.36 In this document, words such as "anticipate", "expects", "intends", "plans", "believes", “envisages”, "shall", and words and terms of similar substance, indicate the present expectation of future events, which are subject to a number of factors and uncertainties that could cause actual requirements to differ materially from those described

1.37 The Council reserves the right to disqualify any tenderer who:

* Provides information or confirmations which later prove to be untrue, or incorrect;
* Submits their Tender Package late;
* Submits a Tender Package that is completed incorrectly;
* Submits a Tender Package that is incomplete;
* Submits a Tender Package that fails to meet the Council’s Tender Package submission requirements;
* Submits a Tender Package, the price of which for the delivery of the specified volumes exceeds the Council's fixed budget of £300,000 per annum;
* There is a change in identity, control, financial standing or other factor impacting on the tenderer; and / or
* Fulfils any one or more of the criteria detailed in Regulation 57 of the Public Contracts Regulations 2015 (as amended) at any stage in the procurement process.

1.38 The Council reserves the right to require the submission of any additional, supplementary or clarification information as it may, at its absolute discretion, consider appropriate.

* 1. The Council reserves the right:
* To waive any requirements of this procurement process (to the extent permitted by law);
* To disqualify any tenderer who does not submit a compliant response in accordance with the instructions in the Invitation to Tender documents;
* To withdraw this Invitation to Tender or procurement process at any time or to re-invite responses on the same or any alternative basis;
* Not to award any contract as a result of this procurement process; and
* To make whatever changes it sees fit to the timetable, structure or content of this procurement process, dependent on the Council’s approvals processes or for any other reason.

1.40 The tenderer shall be responsible for obtaining all information necessary for the preparation of their Tender Package. The Council shall not be liable for any bid costs, expenditure, work or effort incurred by tenderers in proceeding with or participating in this procurement process, including if the process is terminated or amended by the Council.

1.41 The submission of a completed Tender Package shall be deemed to imply the tenderer’s acceptance of the foregoing provisions without qualification.

**2 Completing the Form**

2.1 **Failure to complete the form as instructed may result in your submission being rejected.**

2.2 Tenders must be submitted on this Invitation to Tender Document, in **Word** format (unless otherwise specified), which must be duly completed and signed where appropriate. These include the:

(a) Supplier Responses,

(b) Pricing Schedule,

(c) Payment Details,

(d) Form of Tender,

(e) Collusive Tendering Certificate,

(f) Freedom of Information Disclosure Form,

(h) Partner / Consortium / Sub-Contractor Details (Where appropriate),

2.3 When completing this document you may enlarge the answer boxes to ensure you have sufficient space to respond. **Please do not alter or amend the form in any other way**.

2.4 The form must be completed even if your organisation has previously worked with the Council or submitted a Tender or Pre-Qualification Questionnaire to Lincolnshire County Council – cross-referencing to previous submissions will not be sufficient.

2.5 **Please answer every question as instructed to do so**. Do not assume that the officers evaluating the form will know about your organisation or the work that you do, and answer the questions as fully as possible within any given constraints.

2.6 If the question does not apply to you please write N/A; if you don’t know the answer please write N/K. When posed with Yes / No questions please edit your answer as appropriate. All figures should be in full, i.e. £3,500,000 not £3.5 million and in GBP.

2.7 Unless instructed otherwise, **please give details that specifically relate to your organisation and not to the whole of the group** where your organisation forms part of a group. Any information submitted in response to this document must relate to the applicant only, the applicant being the organisation who it is proposed will enter into formal contract with the Council if awarded the contract.

2.8 **Where a consortium or sub-contracting approach is proposed, all information requested should be given** in respect of the prospective main Supplier or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a significant role in the delivery of the Services under any ensuing Contract. Responses must enable the Council to assess the ability of the consortium or sub-contractor to deliver the contract.

2.9 Where the prospective supplier(s) is a special purpose vehicle or holding company, information should be provided of the extent to which it will call upon the resources and expertise of its members.

2.10 The Council recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Suppliers should therefore respond in light of arrangements currently envisaged. Please provide details of the proportion of any contract awarded under this Contract that the prospective partner proposes to subcontract.

2.11 The Council wishes to be assured at the tender evaluation stage that bidding organisations (either bidding individually to deliver the whole contract or in partnership) have the capability to deliver an integrated model if awarded the contract.

2.12 Providers who wish to deliver an individual element of the service will need to come within the jurisdiction of a lead organisation which is submitting a bid for the whole integrated model of service set out in Section 3A.

2.13 Where the bid involves partnering or consortia arrangements, the lead organisation has responsibility for submitting and co-ordinating all aspects of the tender and the input of the other participating organisations and entering into the Contract.

2.14 The Council will require written confirmation that all parties to the bid are committed to putting in place the necessary joint working arrangements, and to be assured of the efficacy and robustness of the bid.

2.15 The Tender must make it clear which parts of the service each organisation will provide and how these arrangements will be managed. **The Council will contract with one organisation only, but will assess and approve the use of any sub-contractors as part of its evaluation of tenders.**

2.16 The lead provider will be the signatory to the contract, will be responsible for the performance of the whole and manage its contracts with other providers. The lead provider must collate the information above and submit it using the template in Schedule (insert)

**Variant Bids**

2.17 No variant bids will be accepted.

**Signatures**

2.18 Where required, the Invitation to Tender Document must be signed in accordance with the options below:

(a) where the Supplier is an individual, by that individual; OR

(b) where the Supplier is a partnership, by two duly authorised partners; OR

(c) where the Supplier is a limited company, by a director duly authorised for such purposes.

2.19 You may submit electronic or typed signatures. However, should you be successful, you will be required to resign all declarations that form part of the contract with an original signature.

**Supporting Documents**

2.20 In order to simplify this process, **you should not provide supporting documents**, for example, accounts, certificates, statements or policies **unless specifically requested to do** **so**. Instead, we may ask you to provide a statement regarding your approach to various aspects or a summary of your policies. This is because we do not have the resources or time available to read every document submitted by every supplier. However, **the purchasing organisation may ask to see these documents at a later stage** so it is advisable that you ensure they can be made available upon request. You may also be asked to further clarify your answers or provide more details.

**3** **Submitting The Form**

3.1 Responses should be submitted electronically no later than 12noon on 5th February 2021 through the Pro-Contract Tenderbox which is a secure exchange module of the Due North e-sourcing suite. Submissions via the electronic Tenderbox cannot be accessed or opened by the contracting authority until after the deadline has expired. No documents can be uploaded to the Tenderbox after the deadline has expired; therefore there is no penalty for returning a submission early! It is strongly recommended that your submission is uploaded well before the deadline to ensure that failure of ICT/Servers/PC/laptop or similar does not result in your submission failing to be placed in the Tenderbox.

Any queries regarding this opportunity should be submitted electronically no later than 12 noon 29th January 2021 through the Pro-Contract Tenderbox.

3.3 The Supplier’s attention is specifically drawn to the date and time for receipt of tenders and **the Council reserves the right to reject any submission received after the closing date and time.**

**4 Rejection Of The Tender**

4.1 Any Tender submitted by a Supplier in respect of which the Supplier:

(a) fixes and adjusts prices and rates shown in its tender by or in accordance with any agreement or arrangements with any other person or by reference to any other tender or communicates to any person other than the Officer mentioned in this tender the amount or approximate amount of the prices and rates shown in its tender except where such disclosure is made in confidence, in order to obtain information for the preparation of the tender documents or for the purposes of financing or insurance; or

(b) enters into any agreement with any other person that such other person shall refrain from submitting a tender or shall limit or restrict the prices to be shown by any other Supplier in its tender; or

(c) offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other Supplier or any other person’s proposed Tender any act or omission; or

(d) in connection with the award of the Contract commits an offence under the Bribery Act 2010

(e) has directly or indirectly canvassed any member or official of the Council concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member of official concerning any other Supplier or tender submitted by any other Supplier;

(f) submits a tender which is not in accordance with the Form of Tender and Conditions of Tender.

(g) does not provide all the information required by the Council.

(h) fails to pass any of the mandatory Business Information requirements.

1. which includes proposed amendments or additions to the terms of the tender, conditions of contract and/or specification changes shall be deemed a variant bid.

shall be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Supplier may attract.

**5 Acceptance Of Tender**

5.1 Any acceptance of a Tender by the Council will be in writing and communicated to the supplier, following a standstill period (from the date that the notification of intention to award is sent to all suppliers) of not less than 10 calendar days.

5.2 The Council will inform the Supplier of the acceptance of the offer by means of a formal letter accompanied by two copies of the contract document. The Supplier will be expected to sign and return the contract document to the Council who will duly sign and complete the contract and return one copy to the Supplier.

**6 Supplier’s Warranties**

6.1 In submitting a Tender the Supplier warrants and represents that:

(a) it has complied in all respects with the Conditions of Tender;

(b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Supplier or its employees in connection with, or arising out of the Tender are true, complete and accurate in all respects;

(c) it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Conditions of Contract and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;

(d) it has full power and authority to enter into the Contract and will if requested produce evidence of such to the Council;

(e) it is of sound financial standing and the Supplier and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Supplier which may adversely affect such financial standing in the future;

6.2 All Suppliers shall keep their respective bids valid and open for acceptance by the Council until the expiry of 90 days from the last date for the receipt of tenders.

6.3 **Legal Framework**

The Service Provider will comply with all relevant legislation that currently relates to the operation of their business or is amended or implemented at a future date. The service will be delivered in accordance with recognised and accredited practice; in particular in accordance with the requirements of:

* The National Health Service and Community Care Act 1991
* Data Protection Act 1998
* Human Rights Act 1998
* Mental Capacity Act 2005
* The Deprivation of Liberty Amendments to the Mental Capacity Act 2005
* The Equality Act 2010 (ensuring compliance with ISB1605,  Accessible Information)
* Welfare Reform Act 2012
* The Health and Social Care Act 2012 (ensuring compliance with the Accessible Information Standard 2015)
* Children and Families Act 2014
* Care Act 2014

The service will have regard to the Public Service (Social Value) Act 2012 considering economic, social and environmental factors and subsequent impact in the Lincolnshire area.

# **SECTION 3A –SPECIFICATION**

**Home Based Reablement Service**

**PL.15.XXX**

1. **Introduction and context:**

Lincolnshire County Council (LCC) recognises the importance of people having their say on local issues throughout our Specialist Adult Services Commissioning Strategy 2018-2021(Appendix 3).

Everyone should be given the opportunity to be involved in issues that affect their life, for some people, particularly those with learning disabilities, this can be difficult. This is why LCC is committed to ensuring that people with learning disabilities are given the right support and encouragement to take part in decisions and development of services and have their views heard and acted upon.

The voice of the consumer and co-production define our approach to strategy and service development. LCC managers meet regularly with people with Learning Disabilities, to listen to what is important to them and to share details of commissioning activity being planned and in progress. LCC also have links with carers groups to hear their views on commissioning arrangements and how they can be improved further.[[1]](#footnote-1)

With on-going budget constraints engaging with the people that use services is even more important and there is an agreed view that health and social care need to transform the relationship with communities in order to meet the challenges faced. Evidence suggests that by co-producing solutions with the community can deliver the outcomes that matter most for people, as well as providing value for money.[[2]](#footnote-2)

* 1. **National and Local policy:**

The ideas and values of participation, involvement and co-production underpin a growing number of policies. The Provider will be well informed and up to date about all relevant legislation and local as well as national policy relating to the service area in order to support LCC to meet engagement and involvement requirements. These include but are not limited to:

* Section 192 of the Health and Social Care Act 2012
* Part 4 of the Care Act Statutory Guidance (best practice guidance in involvement and co-production) and related sections

Part 3 of the Children's and Families Act 2014 includes the importance of young people, children and their parents participating as fully as possible in decision-making and being provided with the information and support to enable them to do so.

* The duty under the Equality Act 2010 for local authorities to advance equality of opportunity and encourage people from protected groups to participate in public life.
* The Francis and the Winterbourne View Inquiries recommended that commissioners and service providers develop more equal partnerships with people who use services; enabling them to build self-confidence and self-esteem and be more able to challenge exploitation and abuse.

LCC's five year Community Engagement Strategy 2018-2023 (Appendix 4), explains how engagement with the people of Lincolnshire will be conducted and sets LCC's commitments, including:

* To involve people when making significant changes to services
* Share knowledge and expertise
* Share or transfer resources
* Keep people informed
* Be clear, concise and approachable

The Council has also developed a five year Community Engagement Policy 2018-2023, that sets out what LCC means by engagement and what it encompasses. In LCC's Community Engagement Policy, engagement is defined as:

*As an activity, 'engagement' is defined as on-going, regular dialogue, it includes simple conversations, but also collaborative approaches to working with our communities and partners. It is generally seen to offer great value in ensuring we make informed decisions, with stakeholders involved throughout the whole process.*

* 1. **Aims of service:**

The key principle underpinning the commissioning of this service is that:

*People of all ages with lived experience of learning disability have a unique and valid viewpoint, alongside that of professionals, which should be fully and fairly taken into account in the planning, review and delivery of commissioning strategies and services*.

This service will help LCC meet its aims and objectives set out in the Community Engagement Strategy 2018-2023. The service will ensure that people with learning disabilities:

* Are informed and engaged
* Can do things for themselves
* Can access resources and take action
* Assets are recognised, protected and celebrated

1. **Scope of the service:**

2.1 The Learning Disability Involvement Provider will be responsible for supporting LCC to hear the voice of, and be influenced by, the views of people with learning disabilities. This will be achieved both through the structured network of meetings as part of the Learning Disability Partnership, and engagement activity outside the partnership. The Provider will identify suitable individuals and support them to participate and inform:

* Service specifications
* Contract award through evaluation of tender responses
* Draft LCC policies and strategies

2.2 Examples of requests from LCC for engagement activity outside of the partnership are set out in section 5.2.2.

2.3 The Provider will add value by reducing the risk of duplication of engagement activity and identify any joint opportunities.

1. **Contract length:**

3.1 The contract will be for an initial period of 12 months with options to extend by further two periods of 12 months up to a maximum of 24 months. The contract will commence on the 1st July 2021.

1. **Contract Budget:**

4.1 The maximum budget available for the delivery of the Involvement service is £74,737 for each available year of the contract. For the avoidance of doubt the Council will not fund costs over the annual budget.

1. **Service Delivery:**

5.1 The Provider will deliver a range of support which includes, but is not limited to: Engagement, Co-Production and Strengths Based Working.

* + 1. **Engagement**:

The Provider will identify and maintain regular contact with individuals and groups around the county, who use social care services. This should be aimed at helping individuals consider issues, articulate and communicate their views on the strategic changes across health and social care. This will involve:

* Ensuring people with learning disabilities are well informed about opportunities to contribute their views and are supported to do so
* Being pro-active in promoting opportunities to influence service design, review and development and stressing the positive impact of involvement and participation
* Connecting with organisations and networks, which have a bearing on the lives of people with learning disabilities to raise awareness of the importance of reasonable adjustments
  + 1. **Co-Production**:

The Provider will support people with learning disabilities and groups to use their knowledge and experience as active partners in the design and review of services, and contribute towards strategic changes across health and social care, alongside professionals. This will involve:

* Helping people to understand the issues being considered, what is being asked and to formulate questions, arguments and suggestions
* Ensuring people have good quality information about services and identify gaps in the information available
* Helping people gather evidence to validate their arguments in the form of data/case examples
* Supporting people to speak up in meetings, question decisions and challenge poor standards of service
* Adopting a low level advocacy role where necessary during meetings, and representing the views of people with learning disabilities in their absence
* Ensuring people know if their contribution has made a difference, how decisions have been arrived at and the constraints facing commissioners as result of budgets, statute, time and confidentiality
* Working with LCC to ensure the methodology to obtain the views of people with learning disability is appropriate and decisions are fed back to the people involved
  + 1. **Strengths Based Working:**

The Provider will help people with learning disabilities to recognise and harness their own qualities, strengths and resources and assist them to meet the outcomes and needs of their communities (family and social networks, people with similar needs, in the local neighbourhood etc.). This will involve:

* Understanding the needs of local communities and groups
* Supporting individuals and groups to make connections and plan events/activities in their communities
* Helping people to focus on what they can do for themselves, their own abilities and strengths
* Focusing on the human relationships at the heart of services, avoiding the use of consumerist language ('service users', etc)
* Training and supporting people to identify community assets, gain leadership skills, and provide peer support for others –offering practical support and emotional support and encouragement to other people with similar needs. This will be to further benefit of involvement
  1. **Service objectives and outcomes:**

To ensure that people with lived experience of learning disability:

* Influence and contribute to the planning, review and delivery of services and strategic changes
* Are well informed about opportunities to contribute their views and are supported to do so
* Are given time and assistance to learn about the issues involved in the planning, review and delivery of services and strategic changes
* Have their viewpoint, insights and contributions fully and fairly taken into account

The service will work with LCC to ensure that:

* The views of people with learning disabilities across Lincolnshire, including those who are seldom heard, are taken into account and made known to decision makers
* People know when their contribution has made a difference and when it has not. They understand the reasons behind those decisions
* People with lived experience of learning disability have the opportunity to access good quality information about service changes, development and review
  1. **Service Description:**
     1. **Learning Disability Partnership (LDP):**

The Lincolnshire Learning Disability Partnership was set up to ensure that different people, organisations and agencies work together to improve the lives of people with learning disabilities. Its purpose is to ensure the voices of people with learning disabilities are heard in the design and delivery of services. The Provider will contribute to the LDP for people of all ages with learning disabilities. Through that work, the Provider will offer evidence that people with learning disabilities have a high level of ownership of the partnership and that they are involved in all aspects of the running and delivery of the partnership.

The Provider will influence the LDP so that it is:

* Easily accessible, and has a clear purpose and legitimacy amongst the public, partner agencies and in the wider community
* Value for money
* Tailored to the diversity and specific needs of the communities of Lincolnshire, in terms of, but not limited to, age, gender, disability, health and wellbeing, ethnicity and religion
* Familiar with the changing landscape of health and social care in Lincolnshire
* Championing the rights and needs of people with learning disabilities
* Well publicised, accessible and easy to use
* Independent in its actions to support the individual, but works collaboratively with other stakeholders to maximise opportunities for people with learning disabilities
* Enabling people with learning disabilities to feel empowered
* Promoting the safety, health and wellbeing of people with learning disabilities

5.3.2 The Learning Disability Involvement Service will contribute towards the LDP by:

* Supporting people with learning disabilities to attend and participate effectively in quarterly Board Meetings
* Organise and manage 3 working groups held quarterly
* Organise an annual meeting to celebrate the successes of the partnership
* On-going promotion of the value of involving people with learning disabilities in service redesign, development and review to people with learning disabilities

5.3.3 The LDP empowers and supports people with learning disabilities to be involved and communicate their views and experience to LCC and to Health through the LDP Board. The inputs and outcomes of the LDP Board are illustrated in Appendix 1 and the Partnership's activities are illustrated in Appendix 2.

5.3.4 The LDP Board has an overview of the work and will:

* + Oversee and monitor progress towards the key principles
  + Receive and exchange information from across the partnership
  + Critically examine issues and concerns
  + Agree about how the aims are to be achieved within the partnership as   
    a whole
  + Appropriately frame issues and pieces of work in ways which enable people with learning disabilities to contribute fully to and relate to their own experience
  + Encourage people to raise concerns from their own communities and focus on their strengths and community assets

5.3.5 The role of the LDPB is to lead and coordinate the LDP. Membership of the LDPB is sufficient for it to carry out its responsibilities, but not of a size that inhibits individual engagement and involvement (normally no more than 12 people).

5.3.6 The Involvement Provider will be responsible for ensuring LDP there may be further requests for engagement that the Provider will be required to facilitate. Some examples of previous requests are set out in section 5.2.2.

1. **LDP Board Meetings:**

6.1 The Learning Disability Partnership Board meets four times a year. The duration of the each meeting, including breaks, is two hours. At these meetings, the Provider will be responsible for providing support for two representatives of people with learning disabilities to ensure their effective participation.

6.2 The Provider will also arrange and facilitate a pre-meeting ahead of each Board meeting.   
It will invite people with lived experience of learning disability to attend, work through the minutes of the previous Board meeting and the agenda for the next, and will support the process of nominating two people to attend the Board. The duration of these meetings, including breaks, will be around one hour.

6.3 The Provider will ensure that it is familiar with issues underlining the agenda items, the approach being taken by LCC towards these issues and where people can access further information.

1. **Voices for All:**

7.1 Voices for All meetings involve people with learning disabilities, their carers, service providers and other partner organisations. The Provider will be responsible for arranging, promoting and facilitating four Voices for All Meetings per annum. These will last approximately 3 hours and will be held at venues around the county to ensure geographical representation.

7.2 The Voices for All Meetings will be based on the council's aims and strategic plans. They are an opportunity to gather a wide range of people's views on the aims and plans, as well as an opportunity for individuals to present evidence of common issues and concerns. The Voices for All Meetings will include an update from the LDPB, the working groups and other work the LDP has on-going. The Provider will advertise the Voices for All Meetings across the partnership and wider. The Provider will support individuals that wish to attend in making arrangements to attend; this may be working with service providers to arrange shared transport to the meetings.

1. **Working Groups:**

8.1 The working groups are set up to focus on key themes and issues. There are currently two working groups within the LDP. They each meet four times per year and each have a group of members. The Provider will be responsible, either solely or jointly, for arranging, promoting and facilitating those meetings.

As well as attending the working group meetings, the members visit local people and local groups to discuss the different themes and issues that they focus on.

* 1. Staying Safe Working Group:

The group is facilitated jointly by Just Lincolnshire and VoiceAbility and is focused on helping people with learning disabilities stay safe, tackle hate crime, advising the police about their needs, advice about staying safe on-line, etc. In the absence of Just Lincolnshire, the Provider will arrange and facilitate the same number of meetings of the Staying Safe Group.

* 1. Healthy Lifestyles Working Group:

The group focuses on increasing the uptake of annual health checks for people with learning disabilities, has been involved at looking at the STOMP programme and the health charter for service providers. This group oversee the 'Talking Book' sessions that are provided to GP surgeries to raise awareness about communicating with someone with a learning disability.

It has been agreed by the LDPB that a third Working Group should be established to focus on communication. The Provider will need to establish this working group. The group will oversee:

* + - Updating the LDP website
    - Branding/videos with the LCC communications team
    - Development of LDP newsletter
    - Management of an LDP private Facebook group

**9. Work outside of the regular LDP groups/meetings:**

9.1 The Provider will facilitate involvement on specific pieces of work on an ad-hoc basis. These are unlikely to exceed eight instances per year.

9.2 The Provider will assist people with learning disabilities through the development and support of self-advocacy groups and self-advocacy leadership across the county.

9.3 The Provider will make arrangements for people with learning disabilities who are unable to attend the LDP to contact the Provider by telephone or email to have their issues and questions raised on their behalf at meetings and be told the outcome.

9.4 Outside of any meetings held, the Provider will need to support people to be involved and support them to get their voices heard by awareness raising, training sessions and one to one engagement.

9.5 The Provider will need to champion the influence of involvement and engagement, spreading the word and encouraging more people to be involved.

9.6 Through the partnership, the Provider will support service providers in educating the people they support on how to raise concerns, issues and complaints.

**10. Other involvement and engagement work:**

10.1 The Involvement Service will support LCC to engage with people with learning disabilities on service developments, changes and reviews. Previous activities have included the following:

* Involvement in procuring and re-procuring of services
* Planning, facilitating and attending engagement events and workshops
* Development of service specifications
* Evaluation of tender responses
* Feedback on policies and strategies
* To raise awareness of people with learning disabilities experiencing services. i.e: 'Talking Books' sessions at GP surgeries and other health services, social work training and other venues around the county

**11. Publicity and Sharing Information:**

11.1 The Provider will ensure people have the information in the format they require to be able to participate effectively. This will include easy read and accessible information regarding all the projects the service is involved in. Information must be available in a style and language appropriate to each individual and with which they feel confident and comfortable.

11.2 Publicity should be in a range of formats and produced in a way that is easily understood by the community. The materials used will convey positive images of disability and seek to reduce discrimination and stigma within the community.

11.3 The Provider will manage a forward plan of involvement opportunities. The Provider will find or receive and then circulate information on all relevant services, provision or support to the partnership members.

11.4 The Provider will host a website for the LDP where information can be shared. The Provider will regularly update the website with relevant information such as events, activities, minutes from meetings, other opportunities etc.

**12 Roles and Expectations:**

12.1 The Provider and officers in the Adult Care and Community Wellbeing Service Development team will meet regularly to identify and promote shared opportunities for co-production and involvement, and maximise the use of service capacity.

The Service Development Team's role will include, but will not be limited to:

* Facilitating and recording meetings at Board level
* Overseeing involvement and engagement work linked to the respective partnership action plans
* Making the Provider aware of involvement opportunities that sit outside of these action plans

12.2 The Provider's role will include, but will not be limited to:

* Arranging, facilitating and recording meetings – Voices for All, Working Groups, LDPB Pre-meetings
* Supporting the LDP reps to attend and participate in the LDPB Meetings
* Developing mutually beneficial links with a range of groups and networks, such as Healthwatch local networks, Autism Partnership Board, Children and Families networks, carers groups, the People's Partnership, day support, etc.
* Collating and sharing the dates of all regular meetings of the LDP each year
* Managing the membership list for the LDP

12.3 LCC recognises that matters of health and wellbeing raised by members of the LDP may include concerns that lie outside of statutory services, such as welfare benefits, accessible buildings and communities, etc.

12.4 LCC recognises the importance of the Provider being able to express a viewpoint of its own at Board meetings, Working Groups and other meetings about matters concerning the delivery of services and strategic changes as well as their view on how the involvement and co-production is going. The Provider will clearly distinguish these views from those of people who use services and carers and will first and foremost support people impartially to work through, establish and express their own views.

12.5 The Provider will be expected to work with and support the Self Advocate so they are able to ask for what they need and articulate their thoughts and feelings.  This will include:

* Helping individuals consider issues, articulate and communicate their views and contribute, alongside professionals, towards strategic changes across health and social care,
* Support people with learning disabilities and groups to use their knowledge and experience as active partners in the design and review of services and also to recognise and harness their own qualities, strengths and resources and assist them to meet the outcomes and needs of their communities.

**13. Service Inclusion:**

13.1 The Provider will ensure that staffing, expertise and other resources are focussed on those people and groups who require the most support, particularly people whose views about social care and mental health services are seldom heard.

13.2 This will include but not be limited to:

* People from black and minority ethnic communities
* People from lesbian, gay, bisexual and transgendered communities
* People who communicate differently
* People with dementia
* Older people who need a high level of support
* People who are not affiliated to any organised group or ‘community’

13.3 The service will address barriers to communication, location and accessibility – as a result of cost, isolation or comprehension of the issues involved.

13.4 The Provider will assist people who have limited use of English or who experience verbal communication difficulties. It will:

* Provide people with assistance with language or communication
* Provide or arrange and fund access to interpreting services for people who do not have English as a first language or who require specialist signing
* Provide information in a style and language appropriate to each individual and with which they feel confident and comfortable

13.5 The Service will advise people attending meetings about travel and transport arrangements. Where necessary it will assist people to travel to and from meetings by public transport, private hire vehicle and where appropriate, and where approved by the Provider, using staff members' own vehicles.

**14. Service hours:**

14.1 The Provider will provide a direct contact telephone line and email address that is accessible between Mon-Fri 9.00am - 5.00pm except bank holidays. Contact and engagement activities will be available outside of normal working times by arrangement to meet the needs of the individuals.

**15. Critical partnerships for success/partnership working:**

15.1 In addition to the primary focus of the service set out in previous sections, the Provider will work within the wider context of participation and engagement activities across statutory health and care services in Lincolnshire.

15.2 The Provider will be well informed about these activities and networks and be alert to opportunities for joint working. Of specific note are:

* LCC's Community Engagement Strategy (Appendix 4)
* LCC Children's Services Participation Strategy (Appendix 5)
* South West Lincolnshire CCG Communications and Engagement Strategy (SWLCCG is lead commissioner for mental health and learning disability services on behalf of all four CCGs):

<http://southwestlincolnshireccg.nhs.uk/about-us/key-documents/public-engagement/2041-swlccg-engagement-and-communication-strategy-2018-2020>

* LPFT – engagement around a number of core mental health and specialist services across Lincolnshire, LPFT's engagement team:

<https://www.lpft.nhs.uk/get-involved/service-user-and-carer-engagement>

15.3 Adult Care and Community Wellbeing has sole interest in respect of this contract, although the service will work with the Lincolnshire Young Voices Group to enable it to participate in the Learning Disability Partnership.

15.4 LCC Children's Services have established Lincolnshire Young Voices (LYV) to include the voices of young people with special educational needs and disabilities (SEND) in shaping services. Meeting on a bi-monthly basis, this group will review and provide commentary on services and activities designed to support children and young people with learning disabilities.

15.5 The Provider will keep in contact with LYV, with LYV members taking the lead in terms of the level and nature of this contact; it will attend meetings of the group as appropriate and support members of LYV in their involvement and participation in LDP.

**16. Staffing:**

16.1 The Provider must provide, employ or have access to appropriate resources to deliver the services defined in the specification. Staffing levels will be appropriate to meet the needs of Service Users at all times. The Provider is required to ensure continuity of service during periods of holiday absence, sickness absence or vacancies.

16.2 The Provider must ensure that there is management available to provide supervision and guidance to support workers at all times. Suitable accessible premises, facilities and equipment must be available to staff, including provision for staff meetings, training and one-to-one staff appraisal and record keeping and back office administration.

16.3 All Provider staff must have clearly defined job descriptions outlining roles and responsibilities. The Provider must ensure that staff are suitably qualified, trained and DBS checked for the delivery of the service.

16.4 The Provider shall ensure that the requirements for vetting and barring under the Safeguarding of Vulnerable Groups Act 2006 as amended (in particular by; The Protection of Freedoms Act 2012) are followed, and the safeguarding regulations are applied. The Provider shall ensure that the principles of Safer Recruitment are adhered to in the recruitment and selection of all staff.

16.5 The Provider shall have regard to the statutory guidance on the supervision of children and adults and the new definitions of Regulated Activity under The Protection of Freedoms Act 2012. For more information on the statutory requirements and changes please follow the link: [www.homeoffice.gov.uk/disclosure-and-barring](http://www.homeoffice.gov.uk/disclosure-and-barring).

16.6 The management structure must be sufficient to ensure the effective running of the service and provide all the necessary support to staff. Managers are expected to be qualified to an acceptable standard and to hold a relevant management qualification.

16.7 The Purchaser wishes to see the active involvement of individuals and carers in the running of the service, potentially as:

* Employed members of staff
* Volunteers, advisors
* Members of a management committee or advisory panel
* As trainers, ‘experts by experience’
* Members of recruitment panels

16.8 The Provider is required to have policies and procedures in place relating to the management and support of staff and volunteers in the following areas:

* Recruitment and selection
* Compliance with Criminal Records Checks
* Equal Opportunities
* Training and induction
* Supervision and support
* Safety of staff
* Grievance and disciplinary
* Workforce competences
* Qualifications

16.9 The Provider shall ensure that appropriate staff completes as a minimum the following training and refresher areas:

* Equality and Diversity
* Health and Safety
* First Aid
* Safeguarding children and adults
* Drug and alcohol awareness
* Exploitation awareness
* All staff must be given a structure induction period, including training, and must receive regular supervision and on-going management support. Provider must ensure that all staff employ working practices which comply with relevant legislation

16.10 At all times, staff must act ethically, honestly and courteously, treating individuals with respect and work within the law.

* Staff must not hold money or valuables belonging to Service Users
* The staff will be punctual and reliable
* The service must be delivered in a way that respects and safeguards the individual’s dignity at all times by recognising the intrinsic value of people regardless of circumstances, gender and race, by respecting their uniqueness and their personal needs
* The Provider’s staff must not smoke or consume alcohol in the presence of Service Users or within the Service User’s home environment
* The Provider’s staff must not take any other person, including children, to the Service User’s home
* The Provider’s staff must not take any animals in their charge into the Service User’s home
* The Provider's staff must not remove any item from the Service User’s home
* The Provider’s staff and volunteers are not allowed to accept gifts, loans, gratuities or bequests, or to act as an executor in respect of Service Users’ wills

**17. Business, Employment and Staffing Practices:**

17.1 The Provider shall have in place and available for scrutiny, sufficient, robust and up to date written policies, procedures and codes of practices. This includes adequate instruction, guidance and support for staff in the function and delivery of the service outlined within the specification. These should be accessible and available to all stakeholders including customers; such policies and procedure documents should include:

* Equalities and Diversity Standards
* Recruitment and Selection Policy
* Staff Induction, supervision, appraisal, training and development
* Staff Code of Conduct, including professional boundaries
* Business Continuity Plan, to include; risk assessment and contingency in relation to interruption / closure of service i.e. power cut, inclement weather, unforeseen staff absence etc.
* Management & Risk Assessment
* Complaints; for all stakeholders i.e. Service Users, families, carers and staff
* Safeguarding Vulnerable Adults and Children
* Whistle Blowing
* Confidentiality and Data Protection
* Health and Safety
* Anti-Bullying
* Grievance
* Recruitment and use of Volunteers

**18. Service standards and Continuous Improvement:**

18.1 Provider actively manages delivery utilising an up to date risk register, to include a business continuity plan.

* Risk Report: Any risks identified are managed and actions to mitigate risk are identified and implemented
* Provider to manage, maintain and report by exception on contracts risk register
* Business continuity arrangements are in place and are regularly reviewed to ensure they remain fit for purpose. These could include:
  + Staff Shortage - illness, industrial action, severe weather
  + Loss of premises - flood, fire, gas leaks
  + Key Resources - loss of ICT, communications, data
  + Supply Chain - loss of key Provider, service Provider or partner
  + Staff being aware of their roles and responsibilities during an incident or disruption

18.2 The Provider will demonstrate continuous improvement in the development of their workforce including:

* Inductions and regular supervisions/ appraisals are in place
* Demonstrating that they meet their professional body relevant requirements
* Ensuring training, development and support standards are met and plans are in place and monitored through a skills audit or similar approach; and
* Gaining appropriate accreditation

18.3 The Provider is to consider feasibility of incorporating volunteering opportunities and have policies and processes in place to support diverse volunteering opportunities should these be appropriate.

18.4 The Provider completes an annual stakeholder survey (to be included within the annual Provider Performance Report) including:

* Regular, planned programme of service evaluation
* Evidence of systematic and continuing process of consultation with stakeholders
* Areas for improvement are identified and acted upon

18.5 The Provider may be asked to carry out additional questionnaires and/or surveys should the service require it.

18.6 Annual Self-Review of Safeguarding:

* Compliance is demonstrated and areas for improvement are identified and acted upon
* Provider can demonstrate recruitment of staff is in line with Safer Recruitment guidelines and can provide sufficient evidence to demonstrate this

18.7 The Provider will also complete a 6 monthly Contract Performance Report**.** This will include:

* A review of the previous 6 months performance
* Details of each request for work from the Council including the date requested, description of work, proposed approach to gain feedback/consult, proposed end date, quarterly update of progress, outcome of work, date completed.
* A description of the total number of engagement activities that have been undertaken in addition to specific requests to include the date undertaken, description of work, proposed approach to gain feedback/consult, proposed end date, outcome of work, date completed.
* Annual stakeholder survey completed and feedback reported upon
* Evidence that the voice of the person has been clearly listened to and acted upon - 'You said, We did' approach
* Evidence that objectives, actions, tasks within the plan have led to actual service improvements
* The impact of the service outcomes is demonstrated and benchmarked against other services locally, regionally and nationally
* Evidence of effective engagement of other services
* Evidence of value for money
* Any areas for improvement are identified and acted upon
* Findings from Quality Assurance audits have resulted in positive changes to services where needed

**19. Financial information:**

19.1 The Provider shall operate Open Book Accounting in relation to the Agreement and will provide as a minimum a breakdown of:

* Direct staffing costs e.g. number of positions, vacancies, FTE status, NI/ Pension contributions, consultant costs etc.
* Indirect staffing costs e.g. travel, training, mobile phones etc.
* Non-staffing costs e.g. premises costs, rates, utilities, corporate overheads, contribution to surplus etc.

19.2 Open Book Accounting provides transparent processes that support the basis for the Purchaser to develop collaborative working arrangements with the Provider in order to:

* Understand expenditure (cost base)
* Understand the cost implications of decisions taken or being considered
* Operate and manage a target contract to incentivise and drive improvements in cost efficiency
* Provide a mechanism to identify and drive cost efficiencies
* Confer a mutuality of purpose and encourage a mature attitude from both partners to work together willingly to resolve sometimes difficult commercial issues
* Enable the development of better knowledge and understanding between the purchaser and Provider to allow greater sharing of risks and more accountability for public money in a manner that will deliver outcomes and drive up service standards.

**Appendix 1- Learning Disability Partnership Board**





# **SECTION 3B – CONTRACT & PERFORMANCE MANAGEMENT ARRANGEMENTS**

**Home Based Reablement Service**

**PL.15.XXX**

This section relates to the service levels, key performance indicators and contract management arrangements required to ensure that the contract is being delivered to the required standard.

**1. Contract Management Arrangements**

* 1. The Purchaser's Financial and Contract Regulations state the requirement to ensure that value for money is achieved in all services commissioned. It is a requirement that value for money is demonstrated through delivery of positive outcomes for Service users in receipt of commissioned services. Service Commissioners and Suppliers must ensure that robust contract management is taking place in order to achieve, and evidence achievement of, value for money and positive outcomes.
  2. Contract Management Meetings will take place on a quarterly basis. Meeting dates will be agreed between the Council's representative and Supplier.

**2. Responsibilities of the Council**

2.1 The Council will ensure that:

* A Contract Officer is assigned to monitor this contract and work with the Supplier to ensure positive outcomes for Service Users
* Contract Management meetings shall be arranged for the forthcoming year on a rolling basis. Frequency of contract management meetings will be dependent upon a risk analysis assessment of the Service.
* Contract Management meetings shall be properly recorded and areas for improvement and action points with reasonable timescales shall be entered onto an action plan which will be shared with the Supplier.
* The Contract Management function shall challenge the performance of the service and compliance with the Service Specification.
* Information made available by the Supplier shall be scrutinised, analysed and challenged by the Contract Officer
* The Contract Officer shall be informed of issues with regard to the performance and/or conduct of a Supplier to ensure compliance with the Contract and Service Specification
* The Contract Officer shall be asked for support and advice as and when required
* The Contract Officer will monitor Contract Management Information submitted by the Supplier on a weekly, monthly, quarterly and annual basis, in line with specified reporting requirements and discuss any required actions with the Supplier.

2.2 An indication of the expected workflow in relation to effective management of Strategic Contracts at the Council:

Step 1: Supplier to send through required reports 7 days before CMM

Step 2: Council's Contract Manager sends through the completed Strategic Contract Management form to the Supplier within 7 days of the meeting.

Step 3: Supplier will sign and return form within 10 days of receipt.

Step 4: Action dates will then be fulfilled by identified parties.

Step 5: The next CMM date will be arranged on the expected quarterly basis however if there are concerns they will be arranged on a monthly basis.

2.3 The Performance Data, Management Information and Key Performance Indicator data will be collected from the Supplier on a quarterly basis.

2.4 The Purchaser may request a contract management meeting with the Supplier at any time or may increase the frequency of contract management meetings if any concerns in the following areas are identified:

* Service level
* Contract compliance
* Contract Value and payments
* Quality
* Issue of a default Notice
* Complaints
* Risk to the Purchaser

2.5 The frequency of the contract management meetings is also subject to change throughout the duration of the contract.

2.6 The Supplier shall be issued with an agenda prior to the contract management meeting. The standard agenda items are subject to change throughout the duration of the contract, but will include:

* Service utilisation and demand
* Service performance against Key Performance Indicators, outcome measures and Service levels
* Financial viability and payments
* Service operations including feedback, complaints and staffing resources
* Service development and market analysis
* Contract and service risks
  1. The Supplier is equally given the opportunity to contribute to the agenda prior to the contract management meeting.
  2. Annual contract reviews will take place on or immediately following the first contract anniversary and then on an annual basis thereafter. These reviews will focus on:
* Contract compliance
* Quality Assurance
* Staffing
* Service User involvement
* Service development and engagement

2.7 The Purchaser retains the right to canvass confidentially the views of the Service users and/ or their representative in relation to the Service.

**3. Responsibilities of the Supplier**

3.1 The Supplier will:

* Meet or exceed KPI Service Levels as detailed in Section 3b and 3c at all times.
* Submit the specified information at the required intervals.
* Where performance targets are unlikely to be met or where the Supplier is experiencing any difficulties it is important that the Supplier alerts the Contracts Officer at the earliest opportunity.
* The Supplier shall at all times co-operate with the processes of the Purchaser for monitoring, evaluation and quality audit in whatever way reasonably requested, and shall provide copies of any documents that are reasonably requested by the Purchaser.
* The Supplier shall maintain regular communication with the Contracts Officer in whatever way reasonably required by the Purchaser.
* The Supplier shall allow the Contracts Officer or his representative's reasonable access to the premises where the Service is provided, including access to all documents relating to the performance of the Service under this Agreement.
* The Supplier shall make available relevant information concerning Service users on request from the Purchaser.

**4. Performance Management and Monitoring Information**

1. Key Performance Indicators shall be used as a tool to assist management and monitoring of contract performance. The Supplier shall provide all Key Performance Information required. The data to be provided is detailed in Section 3c.
2. The Provider shall also ensure they provide the Council with a 6 monthly Contract Performance Report as set out in the Section 3a paragraph 18.7

4.2 Management Information shall be used as a tool to assist management and monitoring of contract performance. The Supplier shall provide all Monitoring Information required. The data to be provided is detailed in Section 3c.

1. **Quality Assurance**

5.1 The Supplier shall be expected to provide Quality Assurance through providing evidence of:

* Carrying out activities related to supporting people through the service and signpost appropriately to other services for any other interventions
* Ensuring the safety of individuals while under their care.
* Performing risk assessments when the Service requires it, and make them available to the Council if requested, to ensure business continuity
* Ensuring all policies, protocols and procedures of organisation, including and relating especially to health and safety, financial, clinical, employment, confidentiality and human resources policies will be available and assessed through the annual Contract Management process.
* Ensuring any exceptions or complaints by ethnicity, disability, gender and age that details and actions are taken to resolve issues, within one month of the quarter end.

1. **Monitoring Progress** 
   1. The Supplier shall work with the Council to agree how best to meet the performance monitoring requirements listed above. These are service minimum requirements and shall have to be communicated regularly to the Council, through the contract management process:

**Annually**

* 1. The Supplier shall produce an annual report on the services delivered to include performance and outcomes.

**Quarterly**

* 1. The Supplier shall report on the quarterly contract management performance measures and management information as required as detailed in Section 3c.

**Audit**

* 1. The Supplier shall be required to undertake audits – being mutually agreed by both parties (Council/Supplier).

**7. Payment, Performance and Invoicing.**

7.1 The Supplier should produce valid quarterly invoices to the Council. The annual contract payment will be in accordance with the Suppliers tendered prices in the Pricing Schedule.

7.2 The Supplier will be paid as follows:

The Supplier shall invoice the Authority for payment of the Charges **quarterly in arrears** which the Authority shall pay within 28 calendar days of receipt.

7.3 An open book accounting process will be adopted as part of the contract management framework. This will include an annual reconciliation of tendered versus actual costs. The outcome of this reconciliation will be considered in accord with the levels of service demand, and volumes of service delivered against target. Suppliers must be able to evidence that the available budget is maximised.

7.4 As the Fee is based on an assumption of volume set out in the Specification, in the event the Service Supplier fails to deliver that volume of service, the Council reserves the right to withhold a proportionate part of the Fee and/or to recover any overpayment due to the lack of volume or under-provision of Services.

* 1. Similarly it is the Council's intention as part of the open book approach to understand the Service Provider's actual costs of service delivery and where the actual costs of service delivery are below the tendered service delivery cost, the Council intends to share in that efficiency saving by way of a gain share mechanism.
  2. A failure to meet Service Levels is likely to result in Service Credits being applied in the form of a deduction from the relevant invoice.

1. **Remediation Plans and Service Credits**
   1. If the service delivery is below the target set for any Key Performance Indicator, as defined in specification section 3c, the Council will work with the Supplier to develop a Remediation Plan.

# **SECTION 3C – KEY PERFORMANCE MEASURES**

**Home Based Reablement Service**

**PL.15.XXX**

**Learning Disability Involvement – Key Performance Indicators**

|  |  |  |  |
| --- | --- | --- | --- |
| **Measure Number** | KPI 1 | | |
| **Measure Name** | **% of people who feel they have a voice and are able to express their opinions** | | |
| **Target** | 80% | | |
| **Numerator** | Of the denominator, the number indicating that their voice had been heard and they were able to express their opinions | | |
| **Denominator** | The number of self-advocates or volunteers engaged in a specific piece of work/engagement in the reporting period | | |
| **Calculation** | (Numerator / Denominator) \* 100 | | |
| **Frequency of reporting** | 6 monthly | **Good performance is…** | Bigger is better |
| **Reporting Basis** | This measure is reported cumulatively | | |
| **Data Source** | Provider | | |
| **Comment** | The provider is expected to seek feedback from the self-advocates or volunteers following each specific piece of work/engagement activity to assess whether or not their voice was heard and whether or not they were able to express their opinions. | | |

**Learning Disability Involvement – Management Information**

|  |  |  |  |
| --- | --- | --- | --- |
| **Measure Number** | MI 1 | | |
| **Measure Name** | **Total number of unique people engaged with** | | |
| **Description** | The total number of people engaged with in the reporting period. | | |
| **Frequency of reporting** | Quarterly | **Good performance is…** | Bigger is better |
| **Reporting Basis** | This measure is reported cumulatively | | |
| **Data Source** | Provider | | |
| **Comments** | The purpose of this management information is to understand the reach of the engagement carried out. Therefore it would be helpful for the provider to categorise the engagement as follows:-   * General community engagement * Specific engagement * Professional engagement, eg…. * Other | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Measure Number** | MI 2 | | |
| **Measure Name** | **Total number of hours delivered supporting the LDP** | | |
| **Description** | The total number of hours of support delivered against the contract supporting engagement, co-production and strength based working | | |
| **Frequency of reporting** | Quarterly | **Good performance is…** | Bigger is better |
| **Reporting Basis** | This measure is reported cumulatively | | |
| **Data Source** | Provider | | |
| **Comments** | Provider to break down the number of hours spent delivering the different activity types, for example, supporting engagement, co-production, strength based work, administrative elements, ie setting up meetings etc | | |

1. Lincolnshire Specialist Adult Services Commissioning Strategy 2018-2021 [↑](#footnote-ref-1)
2. Engaging and empowering communities: Our shared commitment and call to action. (2016) TLAP. [↑](#footnote-ref-2)