

**REFERENCE NO DN112996**

#### BLACKPOOL COUNCIL

And

###### The Provider

DATED

**1st July 2016 to 30th June 2017**

(With an option to extend for a further two years on a 1 plus 1 basis)

**AGREEMENT FOR THE PROVISION OF**

**ADOPTION SERVICES**

**LOT 1 - ADVICE AND COUNSELLING SERVICE TO**

**PARTIES TO ADOPTION**

**LOT 2 – ADOPTIVE PARENTING ASSESSMENT (SPOT PURCHASE)**

**LOT 3 - STEP- PARENT ASSESSMENT (SPOT PURCHASE**

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PART ONE – CONDITIONS OF CONTRACT

### PARTIES TO THE AGREEMENT

This is an Agreement between:

1. **Blackpool Council** of The Town Hall, Corporation Street, Blackpool FY1 1AD (“The Authority”) and
2. **The Provider**(“The Provider”) of
3. **DEFINITIONS**

In this Agreement the following words will have the meaning given to them below:

**The Authority** shall mean Blackpool Council and includes any person or Organisation allowed (by Statute and authorised by the Council) to carry out any of the Council’s functions under this Agreement.

**The Service Provider** shall mean the Provider of the Service referred to in this Agreement and shall include where the context so admits his or their personal representatives or successors, as the case may be, and permitted assigns

**The Agreement** shall mean the terms and conditions, specification, schedules, letters and other documents specified in the Agreement, to which reference may be properly made to ascertain the rights of the Authority and the Provider in relation to this Agreement

**The Finance Schedule** shall mean the details of the charges levied by the Provider to the Authority in respect of the Service provided.

**The Service** shall mean all provision of care, work, actions and responsibilities required of the Provider described in this agreement.

**The Service User** shall mean a person provided with the Services by the Service Provider

**Staff** shall mean all personnel used by the Provider in the performance of the Service.

Words imparting the masculine gender include the feminine gender, words in the singular include the plural and vice versa unless the context otherwise demands.

Condition headings and notes are for ease of reference only, and do not form part of the Agreement.

1. **AIM OF THE AGREEMENT**

3.1 The Aim of the Agreement is to confirm matters relating to the funding and provision of a service as detailed in this Agreement.

3.2 The terms and conditions of this Agreement will prevail over any document of terms or conditions of engagement or any other form of Agreement subsequently issued to a Service User or issued to the Authority by any Provider in respect of Services commissioned by the Authority. Any conflicting terms in any such subsequent document shall be of no effect.

1. **PERIOD OF THE AGREEMENT**

The Agreement period for the service is for **1** year commencing on 1st April 2016 with an option for the Authority to extend the Agreement subject to availability of funding and satisfactory performance for a maximum of 2 years.

1. **FINANCIAL ARRANGEMENTS**

In respect of the Service to be provided, the Authority will pay to the Service Provider according to the Finance Schedule (Appendix Two). The Service Provider shall not incur any financial or other liabilities that it cannot meet. The Authority will not meet any additional costs incurred by the Service Provider without written and prior agreement.

1. **CONFIDENTIALITY**

6.1 The Service Provider and the Authority shall at all times during the duration of and after the termination of the Agreement keep confidential any information obtained under the Agreement and shall not divulge the same to any third party without the consent in writing of the party. Third parties will be consulted regarding the sharing of information relating to them.

6.2 The Service Provider and the Authority shall divulge confidential information only to those employees who are directly involved in the Agreement and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.

6.3 The Service Provider and the Authority shall comply with all legislation relating to confidentiality i.e. Data Protection Act 1998, and the requirements of HSS 2002/03 LAC (2002) – Caldicott Principles.

6.4 The Service Provider acknowledges that the Authority is a ‘public authority’ in the context of the Freedom of Information Act 2000 and understands that the Authority will comply fully with the requirements of the Act. Correspondence received by the Authority from third parties requesting the disclosure of information forming part of this Agreement will be dealt with in accordance with the Act.

## EQUAL OPPORTUNITIES

The Service Provider shall comply with and maintain policies to ensure that it complies with its statutory obligations under the Equal Pay Act 2004, Sex Discrimination Act 1975, Race Relations (Amendment) Act 2000, Disability Discrimination (Amendment) Act 2005 and the Human Rights Act 1998 and that it shall take all reasonable steps to ensure that all employees of the Provider do not discriminate against any person because of their sex, sexuality, marital status, colour, race, nationality (including citizenship), national or ethnic origin, religion, or on the grounds of their disability in decisions to recruit, train, promote, discipline or dismiss staff.

## HEALTH AND SAFETY

The Service Provider undertakes to comply with all statutory requirements of the Health and Safety at Work Act 1974 in relation to the health and safety of service users, its employees and visitors to the premises, and ensure that all employees are aware of the various Health and Safety procedures which are applicable and that the employees comply with them at all times. The Service Provider will be required to produce a health and safety policy and satisfactory records of instruction and training of their staff.

## COMPLAINTS

9.1 The Service Provider shall operate a formal written procedure for recording, processing and dealing with Comments, Compliments and Complaints (See Appendix 3). These will be verified by Blackpool Council’s Customer Relations Team.

9.2 The Service Provider shall arrange for notices to be permanently displayed within the service giving information as to how complaints about the provision of the Service may be made.

9.3 Those who use the service and/or their relatives or advocates shall be made aware by the Service Provider that they have access to Blackpool Children, Adults and Family Services (CAFS) complaints procedure in situations where the complainant does not perceive it as appropriate or desirable to use the Service Provider’s own procedure, or where use of the Service Provider’s procedure has not proved satisfactory to the complainant. This would include the service user being directed to [customerrelations@blackpool.gov.uk](mailto:customerrelations@blackpool.gov.uk) or [www.rubothered.com](http://www.rubothered.com/) which contains the latest complaints system for children and young people.

1. **PROVISION OF INFORMATION**

10.1The Service Provider shall provide any information requested by the Authority for any purpose connected with this contract at no additional cost to the Authority and shall be delivered in a spirit of co-operation.

10.2 The Service Provider shall provide on request such information of a financial nature as the Authority may reasonably require to confirm the financial viability of the Provider, which may include for example a declaration of solvency from bankers or accountants or other information considered appropriate by the Authority.

10.3 The Provider will maintain formal procedures/systems for the keeping of accurate records that fully comply with the relevant Records Regulations and/ or relevant National Minimum Care Standards or longer if the Authority specifically requests so in writing.

[www.nationalarchives.gov.uk](http://www.nationalarchives.gov.uk)

1. **TRANSPORT**

The Service Provider shall ensure that any motor vehicle used to transport a Child or Young Person has proper and adequate insurance cover. The driver of such a vehicle shall have been appropriately checked via the Disclosure and Barring Service (DBS) in line with Safer Recruitment.

1. **AGREED REVIEW PROCEDURE**

Review meetings between the Authority and the Service Provider shall be held on a quarterly basis. The quarterly report shall be submitted to the Authority 1 week prior to the review meeting. This report shall include monitoring requirements as outlined in the Service Specification.

1. **MONITORING AND MAINTENANCE OF RECORDS**

The Service Provider shall ensure that the information, records and documentation necessary to effectively monitor the performance of the Agreement are accurately maintained at all times and that their validity is checked at regular intervals. The Service Provider shall grant the Authority access to the relevant information and facilities utilised, or provide the requested information to enable the service to be effectively monitored. The Service Provider shall also ensure the provision of information to the Authority to enable the Authority to meet its statutory obligations.

It is an expressed condition of this agreement that any Service Provider (not being an employee of the Council) who is herewith engaged to carry out any assignment shall:

(a) at any time during the period of the engagement on reasonable notice, produce to the Authority's Authorised Representative all the records maintained in relation to the engagement;

(b) on completion, transmit all such records to the Authority’s Authorised Representative; and where appropriate ;

1. **INDEMNITY AND INSURANCE**

14.1 The Service Provider shall have in place the following insurances to the minimum cover stated throughout the term of the Agreement to cover the liability of the Service Provider in respect of disease, illness, personal injury, death, damage to property real or personal arising out of or in the course of or caused by the provision of the Service by the Provider:

* 1. Employer’s Liability £10,000,000
  2. Public Liability at least £5,000,000 in respect of any one claim
  3. Professional Indemnity £2,000,000 (if applicable to contract)
  4. The Provider will ensure that a Business Continuity Plan is in place, which states the Provider’s arrangements to ensure continuity of service in the event of emergencies or business failure.

14.2 Any litigation resulting from an accident or negligence of the Service Provider is the responsibility of the Service Provider who will meet any claims for compensation.

* 1. The Service Provider shall supply to the Authority a valid certificate from its insurers confirming cover in accordance with this requirement.

1. **STAFFING**

15.1 The Service Provider must employ sufficient numbers of people of sufficient ability, skill, knowledge, and experience to provide this service and to have sufficient reserves to cater for staff holidays, sickness or absence.

* 1. The Service Provider must ensure that they have up-to-date Disclosure and Barring Checks at enhanced level obtained by the Service Provider. In situations where cautions or convictions are shown but the Service Provider is of the opinion that they are still suitable for the post in question, details of the nature of the caution or convictions must be made available to a representative of the Authority and consultation will take place (which must be documented) in order for a decision to be made.
  2. The Service Provider shall ensure that themselves and all individuals engaged in the provision of the services are subject to a valid enhanced disclosure check (CRB) through the Disclosure and Barring Service (DBS) including a check against the children’s barred list or adults as appropriate.
  3. The Service Provider shall monitor the level of validity of the checks for each member of staff.
  4. The Service Provider warrants that at all times for the purposes of this agreement it has no reason to believe that they or any person who is or will be employed or engaged by the Service Provider In the provision of the Service is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006.
  5. The Service Provider shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause.
  6. The Service Provider *(as appropriate if employs staff)* shall refer information about any person carrying out the service to the appropriate regulatory body where it removes permission for such person to carry out services (or would have, if such person had not otherwise ceased to carry out the services) because, in its opinion, such person has harmed or poses a risk of harm to any services users/children/vulnerable adults.
  7. The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would be unsuitable or who otherwise present a risk to service users.

1. **TRANSFER OF UNDERTAKING (PROTECTION OF EMPLOYMENT) REGULATIONS (TUPE)**

16.1 It is the understanding of both parties that the Service Provider will provide the Service described herein as a normal part of its business activity and that no separate or unique staffing arrangements are to be established by the Provider in order to fulfil all, or part of this Agreement.

16.2 The Provider, having considered independent professional advice, herewith agrees that, as far as can be reasonably ascertained at the date of this Agreement, TUPE regulations shall not in any way apply to the subject matter of this Agreement. The Provider herewith agrees:

* 1. To indemnify and hold harmless the Authority and any other provider/s who may succeed to all or any part of the service or work carried out by the Provider under the terms of this Agreement, against all costs, claims, liabilities and expenses howsoever arising in connection with the employment of employees by the Provider including, but not limited to breach of statutory duty, any claim for damages for breach of Contract and/or for compensation for unfair or wrongful dismissal or redundancy arising from any of their employees or employees of the Providers sub-contractors having ceased for any reason to be employed by the Provider or ceasing to be employed by the Provider pursuant to a Notice of Termination given by the Authority.
  2. On or before the termination of the Contract and at the request of the Authority:
     1. to supply to the Authority a list, together with all necessary details relating to their terms and conditions of employment and Trade Unions involved, of all operatives and staff likely to transfer to a subsequent provider in the event that the Transfer of Undertakings Regulations are deemed to apply at that time, and;
     2. to provide the Authority with all relevant details requested by the Authority of all employees or Sub-Providers who were engaged by the Provider at, or within the preceding 3 month period, of the date of termination.
     3. to fully assume and discharge all the duties and liabilities imposed upon the Provider by or in consequence of the transfer.

It is hereby agreed that these provisions will survive the termination of this Contract howsoever caused.

## VARIATION TO THE AGREEMENT

The Service Provider may propose, or the Authority may request, during the period of the agreement, a variation in the manner in which the service is provided and therefore funded by the Authority. There will be no variation to the Agreement except where mutually agreed in writing between the parties.

## THIRD PARTY RIGHTS

A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act.

## ASSIGNMENT AND SUB-CONTRACTING

The Service Provider shall not assign or sub-contract any part of the provision of the Service without the prior written consent of the Authority, which shall be at the Authority’s absolute discretion.

1. **ARBITRATION**

20.1 In the event of any disagreement or dispute between the Authority and the Service Provider, the parties shall use their best endeavours to resolve the dispute without resorting to arbitration. In particular the parties agree that in the first instance the Authority and the Service Provider shall meet to try to resolve any such disagreement or dispute.

20.2 In the event of any dispute or failure to agree on any matter in relation to the Agreement, the matter will be referred for conciliation or, if necessary, arbitration. Disputes over whether the performance and terms of the Agreement are being met will be subject to binding arbitration on both parties by the appropriate authority.

**21. DEFAULT**

21.1 The Service shall be delivered to the Standards required by this Agreement.

21.2Should the Provider fail to provide the Service to the Standards required by this Agreement then without prejudice to any other remedy available to The Authority, The Authority may:

1. Issue a written Default Notice requiring the Provider to remedy any such default in the Service (if the same is capable of remedy) within such reasonable time as may be specified by The Authority, without charge to The Authority. The Provider shall immediately act on any Default Notice by taking the steps necessary to rectify the default within the specified time period.

II. Request any return of monies paid for failure to perform to a satisfactory standard and in line with the Service Specification of the contract.

1. Cease to make any new referrals to the Provider for the duration of the period specified in I. above
2. Make such arrangements for the Authority to provide and perform by it’s own or the staff of another Service Provider such Services in whole or in part in which the Provider may default
3. If the default has not been remedied within the stated time, the Authority shall at it’s discretion be entitled to terminate the Agreement in line with the provisions of Clause 20 herein.

**22. TERMINATION**

22.1 Termination of the Contract can be achieved at any time by either party giving each other 3 months written notice to that effect. During the period of notice both parties shall co-operate to ensure that the interests of the Service User are met.

22.2 The Agreement may be terminated by either party on written notice if the other party is in breach of the terms of the Agreement and, in the event of a breach capable of being remedied, fails to remedy the breach within 28 days of receipt of written notice.

22.3 The Authority will be entitled to terminate this Agreement with immediate effect upon the happening of any of the following events:

1. Failure by the Service Provider to remedy a default within the period specified by an Authorised Officer ( as in Clause 21 above)

ii) The Service Provider having failed to perform any part of the Service or having committed any other breach of the Agreement which in the opinion of the Authority justifies termination of the Agreement

iii) The Service Provider having had a receiver/liquidator or an administrator appointed or being the subject of a resolution or order for winding up.

22.4 Upon such a termination of the Service specified in the above, in addition to such consequences as are set out in the other provisions of this Agreement:

1. The Service Provider shall cease to perform the Service as and when directed to do so by the Authority

ii) The Service Provider shall be liable to compensate the Authority for any damages it has sustained in consequence of any breaches of this Agreement by the Service Provider.

22.5 The Service Provider shall have the right to terminate the Agreement by serving written notice on the Authority should the Authority be in breach of any of its obligations under the Agreement and shall have failed to remedy such breach within an agreed specified period after receiving notice from the Service Provider detailing such breach.

* 1. **EXIT ARRANGEMENTS**

On expiry or termination of this Agreement, the Service Provider undertakes to co-operate fully with the Authority and any other service provider as nominated by the Authority to agree and implement exit or service changeover arrangements which will ensure that the provision of service to the Service User is not disrupted. This shall include, but shall not be limited to, an agreement to extend the provision of service beyond the expiry date by a reasonable period.

## FORCE MAJEURE

Neither the Service Provider nor the Authority will be liable for delay or failure to perform the obligations of the Agreement if the delay or failure result from circumstances beyond their reasonable control including but not limited to Act of God, Government Act or direction, War, Explosion or Civil Commotion or Industrial Dispute (excluding disputes local to the named Service Provider). In the event of delay or failure arising from any such cause, the Authority will have the right to make alternative arrangements for the provision of the service(s) specified in the Agreement and the Service Provider will have the right to seek to re-negotiate the terms of this Agreement.

* 1. **GIFTS**

25.1 The Authority shall be entitled to terminate the agreement and to recover from the Provider the amount of any loss resulting from such cancellation if the Provider shall have offered or given or agreed to give any person any gift or consideration of any kind, inducement or reward for doing or forbearing to do or for having done or forborne to any action in relation to the Agreement or any other Agreement with the Authority which is an offence under section 117(2) of the Local Government Act 1972.

**26. LAW**

The Agreement shall be construed as a Contract made in England and subject to English Law.

**27**. **INFORMATION SHARING**

The Purchaser agrees to the release of information relating to the performance of the Provider to any duly authorised third parties. Such third parties will include any agency, which purchases from, monitors or inspects the Provider. For example:

* Relevant Regulatory Authority
* Environmental Health Officers
* Fire Authorities
* Health and Safety Executive Officers
* Other Local Authority Purchasers

(The above list provides examples only and is therefore not inclusive).

**28. CONTACTS**

All enquiries should be directed to the relevant contact person in each section as shown in Appendix 1.

**29. POLICY**

29.1 The Service Provider will be expected to operate in accordance with appropriate and relevant policies and procedures. Policies should be comprehensive to meet the needs of the service and safe practice will include, but not limited to:

* 1. DCSF guidance on Safer Working Practice for Adults who work with Children and Young People:

[DCSF guidance on Safer Working Practice for Adults who work with Children and Young People](http://www.childrenengland.org.uk/upload/Guidance%20.pdf)

ii) DCSF Guidance on Working Together to Safeguard Children:

[DCSF Guidance on Working Together to Safeguard Children:](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/281368/Working_together_to_safeguard_children.pdf)

* 1. Local Safeguarding Children Procedures:

<http://proceduresonline.com/panlancs/scb/>

<http://panlancashirescb.proceduresonline.com/chapters/p_allegations.html>

1. Safeguarding guidelines for Recruitment and Training:

These guidelines **must** be read in conjunction with DCSF publication Safeguarding Children and Safer Recruitment in Education.

[Keeping children safe in education](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/372753/Keeping_children_safe_in_education.pdf)

[Safeguarding Children and Safer Recruitment in Education](https://www.education.gov.uk/consultations/downloadableDocs/Safeguarding%20Children%20Guidance.pdf)

1. Blackpool LSCB Procedure for Managing Allegations against adults who work with Children & Young People.

<http://panlancashirescb.proceduresonline.com/chapters/p_allegations.html>

1. Workforce Development

[Workforce Development](http://www.skillsforcare.org.uk/NMDS-SC-intelligence-research-and-innovation/Workforce-development-strategy/Workforce-development-strategy.aspx)

1. Hear By Rights Standards Framework

[Hear by Rights Standards Framework](http://www.participationworks.org.uk/topics/standards)

1. You’re Welcome Standards

[You’re Welcome Standards](https://www.gov.uk/government/publications/quality-criteria-for-young-people-friendly-health-services)

1. ‘Care Quality Commission’ (CQC) New Registration Requirements (where applicable). Please refer to website for full guidance, advice and further Information.

<http://www.cqc.org.uk/guidanceforprofessionals/introductiontoregistration/whoneedstoregister.cfm>

29.2 The Provider agrees to comply with Blackpool’s Serious Case Review procedures with regard to the format of internal management reviews and all related processes.

Should the Provider be asked to contribute to a Serious Case Review, the Authority will offer further guidance at the time.

***(Please note the above links, documents and over arching legislation can be subject to change and it is the Provider’s responsibility to ensure they are adhere to the most update and appropriate policy, procedure and legislation; and to keep themselves updated of these changes)***

29.3 Please note the above list *(29.1)* is not fully inclusive and the Provider must work in line and adhere to all appropriate and relevant Policies and Legislation that underpin this agreement.

**30. CRIMINAL MATTERS**

It is expected that it is your policy, as a Service Provider that this contract is entered into in good faith on the understanding that you and/or your company has no convictions under the circumstances set out in regulation 23 (1) of the Public Contracts Regulations 2006, as detailed below: -

Regulation 23— a contracting authority shall treat as ineligible and shall not select an economic operator in accordance with these Regulations if the contracting authority has actual knowledge that the economic operator or its directors or any other person who has powers of representation, decision or control of the economic operator has been convicted of any of the following offences—

(a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977(**a**) where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA(**b**);

(b) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889(**c**) or section 1 of the Prevention of Corruption Act 1906(**d**);

(c) the offence of bribery;

(d) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of

(i) the offence of cheating the Revenue;

(ii) the offence of conspiracy to defraud;

(iii) fraud or theft within the meaning of the Theft Act 1968(**a**) and the Theft Act 1978(**b**);

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985(**c**);

(v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979(**d**) and the Value Added Tax Act 1994(**e**);

(vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993(**f**); or

(vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;

(e) money laundering within the meaning of the Money Laundering Regulations 2003(**g**); or

(f) any other offence within the meaning of Article 45(1) of the Public Sector Directive as

defined by the national law of any relevant State.

**31. INTELLECTUAL PROPERTY**

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

31.2 The copyright in all material created or commissioned by the Service Provider will remain vested in the Authority

31.3 All Intellectual Property created by the Service Provider or any employee, agent or subcontractor of the Service Provider:

1. in the course of performing the Services; or
2. exclusively for the purpose of performing the Services,

shall vest in the Authority on creation.

**32. PATENT, DESIGNS AND COPYRIGHT**

32.3 The Contractor shall indemnify the customer against all claims, damage, cost and expenses, claimed or incurred by reason of any infringement of letters, patent, designs or copyright by the Customer’s use or possession of material supplied by the Contractor under this contract.

32.4 The copyright in all material created or commissioned by the Contractor will remain vested in the Customer.

**33. CORPORATE SOCIAL RESPONSIBILITY (CSR)**

The Council is committed to promoting Corporate Social Responsibility and are proactively encouraging contractors to adopt the principles of Ethical Procurement throughout the supply chain, as specified by the Ethical Trading Initiatives Base Code, which incorporates International Labour Organisation (ILO) Conventions. The key principles are: -

* Employment is freely given (ILO Conventions 29 & 105)
* Freedom of association and the right to collective bargaining are respected. (ILO Core Conventions 87, 98, 135, 143
* Working conditions are safe and hygienic
* Child Labour shall not be used (ILO Conventions 138, 182)
* Living wages are paid (ILO Conventions 26 &131). Please also see below
* Working Hours
* Regular employment is provided. (Obligations under labour or social security laws arising from regular employment shall not be avoided by labour only contracts or exploitative apprenticeships)
* No inhumane treatment.

**34. LIVING WAGE**

From the 1st April 2013 Blackpool Borough Council has ensured that every Council employee earns at least the Living Wage.

The Living Wage is a concept introduced in 2001 that sets an hourly rate based on the basic cost of living in the UK.

In practical terms this means that nobody working for the Council will earn less than the current living wage per hour.

Initially this scheme will be implemented across the Councils employees however the Councils vision is much wider and we are therefore pro-actively encouraging contractors and sub-contractors of the Council to adopt the Living Wage so that together we can really make a difference to people’s lives.

**THE PARTIES ACCEPT THIS AGREEMENT:**

**Signed on behalf of BLACKPOOL COUNCIL**

**Signed …………………………………….. Name ……………………………**

**Designation** DIRECTOR OF CHILDREN’S SERVICES **Date ……………………………**

**Signed ……………………………………… Name ……………………………**

**Designation** HEAD OF PROCUREMENT **Date ……………………………**

**Signed on behalf of SERVICE PROVIDER**

**Signed ………………………………………. Name ……………………………**

**Designation ………………………………………. Date ……………………………**

**APPENDIX ONE**

**CONTACTS**

|  |  |  |
| --- | --- | --- |
| CONTACT DETAILS | | |
|  | | |
| **DEPARTMENT** | **NAME** | **CONTACT NO** |
|  |  |  |
|  |  |  |
|  |  |  |

APPENDIX THREE

Complaints Procedure

**APPENDIX FOUR**

**INDIVIDUAL CASE CLOSURE OUTCOMES MONITORING REVIEW FORM**

# APPENDIX FIVE

**COMMISSIONING POLICY & STANDARDS**

# Blackpool Children’s Trust Commissioning Policy

**Aim**

This provides the policy framework within which all commissioning of services for children, young people and families will be carried out. It is a broad ranging policy that affects all budgets, commissioning and services for children, young people and their families that are carried out by all partners in the Children’s Trust.

This Commissioning Policy forms part of, and should be read in conjunction with the Commissioning Framework, the Commissioning Standards, CYP Strategy, Commissioning Policy, CYP Plan and the Change Management programme.

**Purpose**

To provide clear policy for the commissioning process that ensures the best outcomes for children, young people and their families. This will be through accessing the best combination of skills and experience to deliver services of the highest quality to meet individual needs at the most efficient cost, be this from internal or external service provision.

**Objectives:**

All those involved in Commissioning services are required to follow this policy when they are choosing providers of children’s services, be this through investment, decommissioning and/or service reconfiguration.

* All commissioning will be carried out in a manner that ensures that all options for service delivery are considered.
* In order to provide choice for parents and young people and reflect the diversity of needs in the town, we will develop and manage the market to encourage a diversity of providers to thrive in Blackpool.
* We understand that value for money is not about commissioning the lowest cost service, but about taking account of quality and wider factors such as whole life costs and re-investment into social capital made by service providers. This can be achieved through incorporation of social clauses in contract conditions.
* The partners will work towards developing and adopting common protocols and integrated commissioning procedures and processes at strategic level, including delegated budgets, operational level and individual level.
* All commissioning will be subject to testing against the equalities guidelines before approval by the Children’s Trust, Local Authority and PCT commissioners.
* Agreed structures and processes will be developed and put into place which include consultation with children, young people and their families to identify their needs which feed into the decision making process. There will also be a feedback loop from individual commissioners to inform supply and demand.
* We will improve market intelligence through mapping of the market via the integrated information services and other established methods to ascertain what is available, thereby identifying gaps and informing the market what is required.
* Commissioners will adopt the procurement process, which is compliant with legislative and Council requirements and is most likely to result in the optimum solution in terms of cost and quality. Commissioners will undertake an option appraisal to identify the processes that will be used to purchase services
* The commissioning process will, where appropriate use competitive forces to ensure value for money. Commissioners will endeavour to understand different business models and follow audit commission guidance to ensure contestability. It is expected that this will encourage innovation, service improvement and efficient use of resources all of which contribute to improving outcomes for children, families and young people.
* Commissioners will work directly with private and third sector organisations offering business support, advice and involvement in strategic decision-making which will enable them to develop sustainability in existing market conditions. This will ensure a level playing field with objective and fair commissioning processes for all services.
* We will adhere to the voluntary sector compact. We will aim for sustainability in the market so where possible will agree longer contract periods whilst retaining the right to negotiate service improvements in contracts. All provider agencies will work towards transparency in costs, with commitment to full cost recovery for all agencies.
* All commissioning arrangements will be underpinned by a contract or service level agreement at individual, operational and strategic level. Framework agreements will be established with potential providers who meet minimum standards in order to regulate quality. These standards will not be unrealistic or impractical to the extent that they create barriers to entry thereby inhibiting competition and reducing contestability.
* We will monitor the ongoing improvement of outcomes for children, families and young people through the use of a clearly defined results based accountability framework which will be incorporated into Blackpool’s contracts.
* We will apply necessary UK and EU legal and regulatory requirements. In all situations we will be measured, timely, fair and open and objective in all commissioning arrangements.

  

**BLACKPOOL CHILDREN’S TRUST COMMISSIONING STANDARDS**

Blackpool Children’s Trust consider children, young people and families to be central to all service provision and require all those providing services to them to work together to:

1. Protect and safeguard children and young people by taking joint responsibility for their welfare.
2. Raise the aspirations and life chances of children and young people in Blackpool.
3. Provide services in a way that is equitable and fair.
4. Provide access to appropriate training to enable delivery of excellent integrated services.
5. Conduct rigorous monitoring, evaluation and review against agreed outcomes.
6. Provide seamless services tailored for individual need at times and places convenient to the client ensuring swift and easy access and continuity of service.
7. Target vulnerable and hard to reach groups to ensure no child will be disadvantaged because of family situation/circumstances.
8. Configure services around the child, young person and family, by working collaboratively and using integrated tools and processes.
9. Ensure that children, young people and families are involved in any plans for them and also in future service design.
10. Provide services that are ethical, transparent, evidence informed and accountable.

Comply with statutory regulations and guidance.

APPENDIX SIX

BLACKPOOL COUNCIL – SUPPLIER CHARTER



Blackpool Council – Supplier Charter

Blackpool Council’s mission states:

*“We cannot hope to change our destiny merely by wishing for it, only by working for it. We will work with the public, private and third sectors, locally, regionally, nationally and internationally, to achieve this”*

With this in mind, the purpose of this Charter is to set out some guiding principles which Blackpool Council will adhere to and to which it will invite its contracted suppliers, the wider business community, other public sector bodies (including Schools) and third sector organisations to adopt.

The Council is a major purchaser within the local economy and seeks to act as a role model of good purchasing practice and recognises that suppliers play a critical role in the delivery of public services. We want to work with suppliers in a way that promotes a clear understanding of the Council’s needs.

Charter signatories will consider how they can make a positive contribution to improve the economic, social and environmental well-being of Blackpool in order to help achieve the following priorities.

Council Priorities

* Attract sustainable investment and create quality jobs.
* Encourage responsible entrepreneurship for the benefit of our communities.
* Deliver quality services through a professional, well-rewarded and motivated workforce.
* Safeguard and protect the most vulnerable.
* Improve health and well-being especially for the most disadvantaged.

Further commissioning and contracting decisions will take account of the principles in this Charter.

Charter Principles

* Local employment.
* Local supply chains.
* Good employer.
* Green & sustainable.
* Best practice processes.

**Blackpool Council’s commitment to suppliers is to:**

* Operate lawful procurement processes that ensure all rules and policies are fairly applied, which also minimises the cost to suppliers and allows equal access to relevant information.
* Encourage a wider and diverse range of suppliers to compete for Council business.
* Any tender that the Corporate Procurement Team undertake will be advertised on the North West e-Tendering Portal – The Chest (<https://www.the-chest.org.uk/cms/CMS.nsf/vHomePage/fSection?OpenDocument>).
* Where appropriate and practicable, Blackpool Council will balance opportunities with value for money by considering the division of larger contracts into smaller lots, to give SMEs and the Voluntary and Community Sector an equal chance to tender for them.
* Where appropriate Blackpool Council will conduct supplier days to brief, train and support suppliers to submit compliant tenders.
* Respond to enquiries in a courteous, timely and professional manner.
* Publish guidance on how to do business with the Council in appropriate locations and provide clear specifications avoiding unnecessary and onerous contract terms and information requirements.
* Offer constructive feedback to suppliers after award of contracts.
* Where invoices are not in dispute, to meet contractual payment terms.
* Always act in line with our Council values of accountability, fairness, quality, trustworthiness and compassion.

**Signatories of the Charter will commit to or consider the following:**

Local employment

* Creating employment and training opportunities for local residents including people with disabilities and support people into work and work experience placements. Blackpool Council’s Positive Steps into Work scheme is a free, friendly service that will support your business to meet its recruitment needs. Click the icon for more information –



* Seek opportunities to work with schools to ensure that the young people of Blackpool are equipped with the right skills to match the requirements of the labour market.
* Adopt Blackpool Council’s Social Value Toolkit and Sustainable Procurement Code of Practice and use these to consider employment and skills opportunities at every stage of the procurement process.
* Seek to deliver other social, economic and community benefits through delivery of the contract.

Local supply chains

* Support the local economy by choosing suppliers close to the point of delivery.
* Encourage suppliers to endorse the principle of buying local through their supply chains.

Good employer

* Ensure that employees are given a fair reward and help foster a loyal and motivated workforce.
* Provide a safe and hygienic working environment.
* Ensure that they comply with relevant legislation and industry standards.
* Not discriminate based on race, caste, national origin, religion, age, disability, mental health issues, gender, marital status, sexual orientation, union membership or political affiliation.
* Not tolerate harassment or intimidation.
* Refrain from using ‘zero hours’ employment contracts, adopt the National Living Wage as a minimum and encourage sub-contractors to do the same.

Green & sustainable

* Awareness of carbon footprint, including the indirect carbon used in manufacturing and the direct impact of operations and logistics.
* Eliminate unnecessary waste by adopting the reduce, reuse and recycle philosophy.
* Be a good neighbour, minimise negative local impacts (e.g. noise, air quality) and improve green areas.
* Reduce adverse impacts on the environment through the suppliers supply chain.
* Utilise more environmentally sustainable products and materials (e.g. low energy, recycled paper, FSC stamped timber, carbon steel).

Best practice processes

* To work to the highest standards of business integrity and ethical conduct ensuring that actions and behaviours are carried out in line with our Council values of accountability, fairness, quality, trustworthiness and compassion.
* Pay suppliers and sub-contractors promptly and in line with the Council’s terms.
* Seek to deliver value for money and continuous improvement through the life of the contract.
* Ensure compliance with all relevant legislation.
* Work collaboratively, suggesting innovative ways to achieve the principles of the Charter.
* Provide constructive feedback on processes, including barriers to business.
* Communicate problems and concerns quickly to ensure early invention and resolution of issues.
* Support the use of basic technology (e.g. internet and email) to enable suppliers and the Council to benefit from e-sourcing processes.
* Conduct all communications in a courteous and timely manner, ensuring that
* any request to release information, e.g. Freedom of Information Act 2000 is made within permitted timescales.

*This Charter is a statement of intent of the Council’s commitment to our suppliers and the expectations we have of current and potential suppliers, it does not hold any legal status.*

For the Council:



For the Contractor:

……………………………………………………………………………..

Contractor’s Authorised Representative

APPENDIX 7

METHOD STATEMENTS - EVALUATION