

Dorset Council

and

[Provider]

FRAMEWORK AGREEMENT

relating to

the Provision of Learning and Development Training

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PARTIES TO THE FRAMEWORK AGREEMENT

This Framework Agreement is made between:

Dorset Council ('the Purchaser') whose principal place of business is at County Hall, Colliton Park, Dorchester, Dorset, DT1 1XJ; and

[The Provider] ('the Provider') whose registered office is at [], and whose company registration number is [].

DEFINITIONS AND INTERPRETATION

For the purposes of this Framework Agreement the following definitions shall apply: -

'Background IPR'	any Intellectual Property Rights vested in or licensed to the Purchaser or the Provider prior to or independently of the performance by the Provider of its obligations under the Framework Agreement.
'Commercially Sensitive Information'	any information so specified and provided by the Provider to the Purchaser in confidence.
'Framework Agreement'	this Framework Agreement consisting of these terms and conditions, the appendices, the invitation to tender, the Provider's tender submission and any documents accompanying it.
'Confidential Information'	any information which has been designated as confidential by either party or by any Service User that ought to be considered as confidential (however it is conveyed) which either party may receive or obtain in connection with the operation of this Framework Agreement, and including any sensitive personal data.
'Contract Manager'	the competent person nominated by the Provider who shall: - (i) be the nominated officer of the Provider; (ii) manage the Framework Agreement and make decisions about the provision of the Services.
'Framework Agreement Period'	the period specified in Clause 2.1 (as extended if applicable) or ending on earlier termination in accordance with this Framework Agreement.
'Contract Review'	the arrangements made by the Purchaser with the Provider to consider any aspect of the Framework Agreement or the performance of the Services.

'Contracts Officer'		the person nominated by the Purchaser who shall: <ul style="list-style-type: none"> (i) manage and administer the Framework Agreement; (ii) arrange payment for the Services; (iii) monitor the Provider on a regular basis to ensure that the Framework Agreement is adhered to; (iv) be responsible for ensuring that the information requested from the Provider, as detailed in Clause 9, is provided by the Provider at the time specified.
'Deliverables'		those deliverables set out in the Specification which shall include but not be limited to the provision of training manuals and electronic training resources.
'Financial Year'		a period of 12 months from 1 April in one year to 31 March in the next.
'Foreground IPR'		IPR arising as a result of the provision of the Services and/or the Deliverables by the Provider under the Framework Agreement.
'Intellectual Property Rights' or 'IPR'		all patents, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
'Provider' or 'Trainer'		the Provider including its Personnel, agents, successors and permitted assigns, which is responsible for providing the Services.
'Purchaser'		Dorset Council
'Service Specification'		the document at Appendix 1 which sets out the level, scope and standards of the Services to be provided under this Framework Agreement.
'Service User(s)' or 'Trainees'		an individual who is, or will be, receiving the Services in accordance with the Service Specification and any related documents appended. Where appropriate, references to Service User shall include the Service User's carer.
'Services'		the Services that the Provider is obliged to provide to Service Users and the Purchaser as specified in this Framework Agreement including for the avoidance of doubt the Services set out in the Service Specification and the Service User's care plan (if relevant).
'TUPE'		the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).
'Working Day'		Monday to Friday inclusive but not including any declared public holiday.

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In this Framework Agreement:

- Headings do not affect its interpretation or construction;
- Words importing the singular include the plural and vice versa;
- References to numbered clauses and appendices are references to the relevant clause in or appendix to this Framework Agreement;
- Words importing any gender include every gender;
- Any reference to an enactment includes a reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.
- In the event of any conflict between the clauses and appendices, the appendices shall prevail.
- References to the Purchaser and the Provider include references to any successor body or person to which shall fall the right to enforce the benefit of this Framework Agreement or to which shall be transferred any statutory function of the Purchaser or the Provider whether by way of act of Parliament, statutory instrument, express Framework Agreement or deed or otherwise.

1. SCOPE OF FRAMEWORK AGREEMENT AND AWARD OF CALL-OFF CONTRACTS

- 1.1 This Framework Agreement contains the whole Framework Agreement between the parties in respect of the Services and supersedes and replaces any prior written or oral Framework Agreements, representations or understandings between them. The parties confirm that they have not entered into this Framework Agreement on the basis of any representation that is not expressly incorporated into this Framework Agreement.
- 1.2 This Agreement provides a Framework for the Purchaser to use the Services of the Provider and is not intended to impose any restriction on the ability of the Purchaser to use the services of other providers. There will be no obligation on the Purchaser to award any Order under this Agreement during the Agreement Period.
- 1.3 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Purchaser in respect of the total quantity or value of the Services to be ordered by it pursuant to this Agreement and the Provider acknowledges and agrees that it has not entered into this Agreement on the basis of any such undertaking, statement, promise or representation.
- 1.4 The Purchaser appoints the Provider as a potential supplier of the Services and the Provider shall be eligible to be considered for the placing of an Order for the Services by the Purchaser during the Agreement Period on the terms of this Agreement.
- 1.5 This Agreement does not constitute an Order to the Provider to carry out any work on behalf of the Purchaser. The Purchaser shall only authorise the Services to be provided by way of placing an Order.
- 1.6 If the Purchaser decides to source Services through the Framework Agreement it may award a Call-Off Contract in accordance with the procedure set out in the Service Specification and on the terms laid down in this Framework Agreement.
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2. FRAMEWORK AGREEMENT PERIOD

- 2.1 This Framework Agreement shall commence on 1st April 2023 and shall continue until 31st March 2027 unless terminated earlier in accordance with the provisions of this Framework Agreement.

3. PROVIDER STATUS

- 3.1 In carrying out the Services, the Provider shall be acting as Principal and not as the agent of the Purchaser.
- 3.2 This Framework Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the Framework Agreement relationship expressly provided for in this Framework Agreement.
- 3.3 Neither party shall have, nor represent that it has, any authority to make commitments on the other party's behalf. The Provider shall ensure that its Personnel do not say or do anything that might lead another person to believe that the Provider is acting as an agent of the Purchaser.

4. PROVIDER'S OBLIGATIONS

- 4.1 The Provider shall provide the Services during the Framework Agreement Period fully in accordance with the Service Specification at Appendix 1 and the terms of this Framework Agreement.
- 4.2 The Provider shall perform the Services with all reasonable care and skill, to avoid injury to persons or damage to property and so as to conform with all relevant legislative requirements and all relevant standards and specifications, whether specified in this Framework Agreement or not.
- 4.3 The Provider shall ensure that suitable up to date contact details and arrangements are maintained for the Purchaser at all times and, as may be the case, Service Users.
- 4.4 The Provider shall assist the Purchaser in reviewing the planning, provision and operation of the Services, comply with the reasonable directions of the Purchaser and use all reasonable endeavours to carry out the Services in accordance with any variations to the Service Specification.
- 4.5 The Provider shall attend Contract review meetings as required by the Purchaser.
- 4.6 The Provider shall perform the Services in such a way as to promote the safe, efficient and professional delivery of the Services, and so as not to cause damage to the public perception of the Services or the reputation of the Purchaser.
- 4.7 The Provider shall properly manage and monitor the performance of the Services at all times, and immediately notify the Purchaser of any actual or potential problems that affect or might affect the delivery of the Services.
- 4.8 The Provider shall provide all Personnel, equipment, Premises, resources and other things required for the provision of the Services and shall maintain such equipment and Premises and other resources in a safe, serviceable and clean condition.
- 4.9 The Provider should maintain registration with 'OFSTED' and 'CQC' for the duration of the entire Framework Agreement, only when relevant to the provision of the Services provided.
- 4.10 The Provider should maintain a DBS registration, only when relevant to the provision of the Service provided.
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5. PROVIDER'S PERSONNEL

- 5.1 The Provider warrants and represents that all its Personnel assigned to the performance of the Services shall be suitably qualified, trained and experienced to provide the Services required and shall be made fully aware of the Provider's obligations under this Framework Agreement as it affects them in the performance of the Services.
- 5.2 The Provider shall at all times employ and assign to the Services Personnel who are fit and competent to provide the Services and of sufficient number to ensure that the Services are provided at all times in accordance with this Framework Agreement.
- 5.3 The Provider shall promptly replace any Personnel assigned to the Framework Agreement and who cease to be in its employment or under its control for whatever reason and such replacements shall have the equivalent skill levels and shall in every way be suitable for the performance of the Services.
- 5.4 The Provider shall ensure all Personnel deployed on the Services are properly managed and sufficiently instructed and supervised with regard to the provision of the Services.
- 5.5 The Provider shall give and shall ensure that its Personnel give all reasonable assistance to the Purchaser in the investigation of complaints, disciplinary matters, claims for damages and similar matters.
- 5.6 The Purchaser shall have power upon written notice to require the Provider, but not unreasonably or vexatiously, to remove any Personnel from involvement in the Services whose admission or continued presence would be, in the reasonable opinion of the Purchaser, undesirable. The decision of the Purchaser shall be final and conclusive.
- 5.7 The Purchaser shall in no circumstances be liable either to the Provider or to any Personnel in respect of any award, cost, expenses, liability, loss or damage occasioned by such a removal and the Provider shall fully indemnify the Purchaser in respect of any claims made.

6. SERVICE CONTINUITY

- 6.1 The Provider shall have contingency arrangements in place, as approved by the Purchaser, to ensure continuity of the Services at all times at no extra cost to the Purchaser. These shall include, but not be limited to, arrangements to deal with staff absences.
- 6.2 The Provider shall demonstrate that it has adequate business continuity plans and associated contingency arrangements in place to ensure minimum disruption in the provision of any part of the Services in the event of a major incident affecting its ability to provide the Services, appropriate to the scale of the Provider's commitments under this Framework Agreement.
- 6.3 The Purchaser reserves the right to request detailed evidence of contingency plans such as sight of the Provider's business continuity plan, and to require review and/or amendment of the plans and any other contingency arrangements to meet the Purchaser's requirements.

7. VARIATIONS AND WAIVERS

- 7.1 The Purchaser reserves the right to require changes to the Services ('a Service Variation') for any reason including to meet the Purchaser's policy prevailing at the time.
 - 7.2 The Purchaser shall give reasonable written notice of any such Service Variation to the Provider.
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- 7.3 In the event of dispute, the matter shall be determined in accordance with the dispute resolution procedure at Clause 30.
- 7.4 The Purchaser and Provider may vary the Framework Agreement by mutual written consent.
- 7.5 Failure by either party to insist on strict performance of the Framework Agreement or to exercise any right or remedy on breach of any provision of the Framework Agreement shall not constitute a waiver of the Framework Agreement conditions or a waiver of any subsequent breach or default in the performance of the Framework Agreement. The rights and remedies provided in this Framework Agreement are cumulative and not exclusive of any rights and remedies provided by law.

8. FINANCIAL ARRANGEMENTS

- 8.1 The Purchaser shall pay the Provider the agreed price from the mini-competition (described within Appendix 1 Service Specification).
- 8.2 The Mini-competition Price shall be inclusive of all costs, expenses and overheads (unless the Purchaser agrees otherwise in writing) but exclusive of VAT which shall be charged at the prevailing rate.
- 8.3 All payments shall be made in sterling, unless otherwise agreed between the parties.
- 8.4 Payment shall be made within 30 days of receipt of a valid invoice for the Services performed to the satisfaction of the Purchaser.
- 8.5 Where the Provider enters into a sub-contract for the provision of the Services, the Provider shall include in that sub-contract a provision which requires payment to be made of all sums due under the sub-contract within a specified period not exceeding 30 days from receipt of a valid invoice.
- 8.6 If the Provider withdraws, makes unavailable or fails to provide the Services, either temporarily or permanently, the Provider shall reimburse the Purchaser the relevant proportion of the Mini-competition price in respect of the period of unavailability, unless otherwise agreed in advance with the Purchaser.
- 8.7 If the Purchaser intends to withhold all or any part of a payment it shall give reasonable notice to the Provider to that effect, which notice shall specify the amount proposed to be withheld and the ground for doing so.

9. INFORMATION

- 9.1 The Provider shall maintain and provide to the Purchaser accurate documented information as may be required under the terms of this Framework Agreement and the Service Specification.
- 9.2 The Provider shall submit to the Contracts Officer the following information:-
- 9.2.1 a written report, if requested, detailing evidence that the Services are meeting the objectives of this Framework Agreement;
 - 9.2.2 a copy of the audited (or inspected) accounts as soon as they are available and an up-to-date copy of the governing document of the Provider, if not provided to the Purchaser previously;
 - 9.2.3 a copy of the Provider's current insurance policy in accordance with the requirements of Clause 16 if not provided previously.
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- 9.3 The Purchaser may inspect books of accounts, financial documents and other records held by the Provider and may visit establishments at any time and without notice to view the performance of the Services and obtain such explanations as may be considered necessary in so far as they concern matters pertaining to the Framework Agreement and any Service User using the Services.
- 9.4 The Provider shall ensure that all information held pertaining to Service Users is kept secure and reasonable steps are taken to prevent theft or loss.
- 9.5 The Purchaser reserves the right to seek from and share relevant information with other care and medical service providers, the Care Quality Commission, OFSTED, other local authorities, the police and Clinical Commissioning Groups (as appropriate to the Services), in response to concerns raised in relation to standards of service provision or in relation to any child or adult protection investigation.
- 9.6 The Provider shall comply with the requirements of the Bournemouth Dorset and Poole Inter-Agency Safeguarding Procedures in relation to information sharing.

10. AUDIT

- 10.1 The Provider shall keep and maintain until six years after the Framework Agreement has ended, or as long a period as may be agreed between the parties, full and accurate records of the Framework Agreement including the Services provided, all expenditure reimbursed by the Purchaser and all payments made by the Purchaser.
- 10.2 The Provider shall on request afford the Purchaser or the Purchaser's representatives such access to those records as may be required by the Purchaser in connection with the Framework Agreement.

11. CONFIDENTIALITY

- 11.1 Each party, its Personnel and any other person associated with either party shall keep confidential:-
- 11.1.1 the terms of this Framework Agreement; and
 - 11.1.2 any and all Confidential Information that it may acquire in relation to any other party or Service User.
- 11.2 No party shall use or disclose the other party's Confidential Information, without prior written consent, except to persons and for the purpose of performing this Framework Agreement, or where disclosure is expressly permitted under this Framework Agreement.
- 11.3 The Provider shall only use the Purchaser's Confidential Information for the purposes of this Framework Agreement.
- 11.4 The Provider shall take reasonable steps to ensure the Purchaser's Confidential Information is only given to its Personnel, professional advisors or consultants as strictly necessary for the performance of this Framework Agreement. The Provider shall ensure its Personnel, professional advisors or consultants are aware of the Provider's confidentiality obligations under this Framework Agreement.
- 11.5 The obligations on a party set out in Clauses 11.1 to 11.4 shall not apply to any Confidential Information which:-
- 11.5.1 a party can demonstrate is or becomes public knowledge otherwise than by breach of this Framework Agreement;
 - 11.5.2 is in the possession of the receiving party without restriction in relation to disclosure before the
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date of receipt from the disclosing party;

11.5.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

11.5.4 is independently developed without access to the Confidential Information;

11.5.5 is required to be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000.

11.6 Nothing in this Clause shall prevent the Purchaser from:-

11.6.1 disclosing any Confidential Information for the purpose of:-

11.6.1.1. the examination and certification of the Purchaser's accounts; or

11.6.1.2 any examination pursuant to Section 6(1) of the National Audit Act_1983 of the economy, efficiency and effectiveness with which the Purchaser has used its resources; or

11.6.2 disclosing any Confidential Information obtained from the Provider:

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

11.6.2.2 to any person engaged in providing any services to the Purchaser for any purpose relating to or ancillary to this Framework Agreement provided that in disclosing information under sub-paragraph 11.6.2 the Purchaser discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

11.7 The Provider shall ensure that its Personnel are aware of the Provider's confidentiality obligations under this Framework Agreement.

11.8 In the event that the Provider fails to comply with this Clause, the Purchaser reserves the right to terminate the Framework Agreement by notice in writing with immediate effect.

11.9 Information which the Service User wishes to be regarded as Confidential Information shall not be disclosed unless particular circumstances dictate otherwise, for example where there is prima facie evidence of a crime having been committed, or the information is directly relevant to the Services being provided or withholding the information would place Service Users or potential Service Users at risk, in which case the information must, in the first instance, be shared with the Purchaser.

11.10 As the security, safety and well-being of Service Users takes precedence over issues of confidentiality, where the Provider has received information that a Service User has been abused whilst in receipt of the Services or is at risk of abuse, the Provider shall report this immediately to the Purchaser and/or the police as appropriate and shall co-operate fully with any subsequent procedures. In the same way, where the Purchaser has received information that a Service User has been abused or is a risk of abuse, the Purchaser shall report this immediately to the police and/or other agencies with a

responsibility for the protection of vulnerable groups.

11.11 This Clause shall survive termination of this Framework Agreement indefinitely.

12. DATA PROTECTION

12.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Purchaser is the Controller and the Provider is the Processor. The only processing that the Provider is authorised to do is listed in Appendix 2 by the Purchaser and may not be determined by the Provider.

12.2 The Provider shall notify the Purchaser immediately if it considers that any of the Purchaser's instructions infringe the Data Protection Legislation.

12.3 The Provider shall provide all reasonable assistance to the Purchaser in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Purchaser, include

12.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

12.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

12.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and;

12.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

12.4 The Provider shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:

12.4.1 process that Personal Data only in accordance with Appendix 2 unless the Provider is required to do otherwise by law. If it is so required the Provider shall promptly notify the Purchaser before processing the Personal Data unless prohibited by law;

12.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Purchaser as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

12.4.3 ensure that:

- (i) the Provider Personnel do not process Personal Data except in accordance with this Framework Agreement (and in particular Appendix 2);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Provider Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Provider's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Provider or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Purchaser or as otherwise permitted by this Framework Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

12.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Purchaser has been obtained and the following conditions are fulfilled:

- (I) the Purchaser or the Provider has provided appropriate safeguards in relation to the transfer (in accordance with GDPR Article 46) as determined by the Purchaser;
- (II) the Data Subject has enforceable rights and effective legal remedies;
- (III) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Purchaser in meeting its obligations); and
- (IV) the Provider complies with any reasonable instructions notified to it in advance by the Purchaser with respect to the processing of the Personal Data;

12.4.5 at the written direction of the Purchaser, delete or return Personal Data (and any copies of it) to the Purchaser on termination of the Framework Agreement unless the Provider is required by Law to retain the Personal Data.

12.5 Subject to Clause 12.6, the Provider shall notify the Purchaser immediately if it:

- (a) receives a impact Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Framework Agreement;
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- (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
 - (f) becomes aware of a Data Loss Event.
- 12.6 The Provider's obligation to notify under Clause 12.5 shall include the provision of further information to the Purchaser in phases, as details become available.
- 12.7 Taking into account the nature of the processing, the Provider shall provide the Purchaser with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 30.5 (and insofar as possible within the timescales reasonably required by the Purchaser) including by promptly providing:
- a) the Purchaser with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Purchaser to enable the Purchaser to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Purchaser, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Purchaser following any Data Loss Event;
 - (e) assistance as requested by the Purchaser with respect to any request from the Information Commissioner's Office, or any consultation by the Purchaser with the Information Commissioner's Office.
- 12.8 The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Provider employs fewer than 250 staff, unless:
- (a) the Purchaser determines that the processing is not occasional;
 - b) the Purchaser determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Purchaser determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 12.9 The Provider shall allow for audits of its Data Processing activity by the Purchaser or the Purchaser's designated auditor.
- 12.10 The Provider shall designate a data protection officer if required by the Data Protection Legislation.
- 12.11 Before allowing any Sub-processor to process any Personal Data related to this Framework Agreement, the Provider must:
- (a) notify the Purchaser in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Purchaser;
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- (c) enter into a written agreement with the Sub-processor which gives effect;
- (d) to the terms set out in this Clause such that they apply to the Sub-processor; and
- (e) provide the Purchaser with such information regarding the Sub-processor as the Purchaser may reasonably require.

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

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

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

13. FREEDOM OF INFORMATION

13.1 The Provider acknowledges that the Purchaser is subject to the requirements of the Freedom of Information Act 2000 ('the FOIA') and shall assist and co-operate with the Purchaser (at the Provider's expense) to enable the Purchaser to comply with its information disclosure requirements.

13.2 The Provider shall:-

13.2.1 transfer all requests for information to the Purchaser (where it is reasonably apparent that such are intended to be requests for information for the Purchaser) as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;

13.2.2 provide the Purchaser with a copy of any information in its possession or power in the form that the Purchaser requires within five Working Days (or such other period as the Purchaser may specify) of the Purchaser requesting that information; and

13.2.3 provide all necessary assistance as reasonably requested by the Purchaser to enable the Purchaser to respond to a request for information within the time for compliance set out in Section 10 of the FOIA.

13.3 The Purchaser shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other information :-

13.3.1 is exempt from disclosure in accordance with the provisions of the Code of Practice on the Discharge of Public Authorities' Functions under Part 1 FOIA; or

13.3.2 is to be disclosed in response to a request for information.

13.4 In no event shall the Provider respond directly to a request for information unless expressly authorised to do so by the Purchaser.

- 13.5 The Provider acknowledges that the Purchaser may, acting in accordance with the Code of Practice on the Discharge of Public Authorities' Functions under Part 1 of the FOIA, be obliged to disclose Information:
- 13.5.1 without consulting with the Provider; or
- 13.5.2 following consultation with the Provider and having taken its views into account.
- 13.6 The Provider shall ensure that all information produced in the course of this Framework Agreement or relating to this Framework Agreement is retained for disclosure and shall permit the Purchaser to inspect such records as requested from time to time.
- 13.7 The Provider acknowledges that any lists or schedules provided by it outlining Commercially Sensitive Information are of indicative value only and that the Purchaser may nevertheless be obliged to disclose Confidential Information in accordance with Clause 13.3.

14. WARRANTIES

- 14.1 The Provider warrants and represents to the Provider that:-
- 14.1.1 it has the full capacity and authority to enter into and perform this Framework Agreement and that the Framework Agreement is executed by a duly authorised representative of the Provider;
- 14.1.2 it will perform the Services using reasonable care and skill and suitably qualified Personnel, volunteers, agents and sub-contractors and to a standard which conforms to generally accepted industry standards and practice;
- 14.1.3 it will use all reasonable endeavours to achieve the outcomes in the Service Specification and that the outcomes will be in accordance in all material respects with the Service Specification and accompanying documents;
- 14.1.4 the Provider's Personnel shall have the necessary skills, professional qualifications and experience to perform the Services in accordance with the Service Specification and industry standards and practice, being responsible for all costs, fees, expenses, and charges for training necessary or required for the Provider to perform the Services;
- 14.1.5 it has obtained all necessary and required licences, consents and permits to perform the Services;
- 14.1.6 it is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under the Framework Agreement.
- 14.2 Each of the parties acknowledges that in entering into this Framework Agreement it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Framework Agreement and any Clauses, warranties or other terms implied by statute or common law are excluded from this Framework Agreement to the fullest extent permitted by law.

15. LIABILITY AND INDEMNITIES

- 15.1 Neither party excludes nor limits its liability to the other party for death or personal injury caused by its negligence or that of its Personnel, agents or sub-contractors, fraud by it or its Personnel or for any breach of obligation implied by Part 2 of the Supply of Goods and Services Act 1982.
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- 15.2 The Provider shall indemnify the Purchaser fully against all claims, proceedings, actions, damages, legal costs, expenses and other liabilities arising out of or in connection with this Framework Agreement, caused directly or indirectly by any act or omission of the Provider in providing the Services unless such injury, loss, damage, cost or expense is caused by the negligence or wilful misconduct of the Purchaser.
- 15.3 Subject to Clauses 15.1 and 15.2, neither party shall be liable to the other in any event for any loss of profits, turnover, business opportunities, damage to goodwill or anticipated savings and/or indirect or consequential loss or damage.
- 15.4 The Purchaser shall not, under any circumstances, be liable for any damage to the Provider's property or Premises.
- 15.5 The parties expressly agree that if any limitation or provision contained or expressly referred to in this Clause 15 is held to be invalid under any law, it shall be deemed omitted to that extent, and if any party becomes liable for loss or damage to which that limitation or provision applied, that liability shall be subject to the remaining limitations and provisions set out in this Clause 15.
- 15.6 Nothing in this Clause 15 shall act to reduce or affect a party's general duty to mitigate its loss.

16. INSURANCE

- 16.1 The Provider shall at all times effect and maintain appropriate insurance policies with a reputable insurer in relation to the provision of the Services and shall ensure the same applies in respect of any sub-contracts.
- 16.2 Public liability insurance shall be maintained in such sum as is deemed prudent in all the circumstances by the Provider and in any event with a minimum level of indemnity of £5 million for any one claim.
- 16.4 Employers' liability cover shall be maintained with a minimum of £10 million for any one claim.
- 16.5 The Provider shall, if relevant, maintain motor vehicle insurance to cover all liabilities to third parties arising from the performance of the Services.
- 16.6 The Provider shall produce evidence of the insurances in force before commencement of the Services, and as subsequently required by the Purchaser. A copy of the insurance documents shall be submitted to the Contracts Officer.
- 16.7 If, for whatever reason, the Provider fails to give effect to and maintain the insurances required by this Clause, the Purchaser may make alternative arrangements to protect its interests and may recover the reasonable costs of such arrangements from the Provider. Such failure shall be regarded as a serious breach of this Framework Agreement.
- 16.8 The terms of any insurance or the amount of cover shall not relieve the Provider of any liabilities under this Framework Agreement.
- 16.9 For the avoidance of doubt, minimum insurance levels shall not be a limit of liability under the Framework Agreement.

17. ASSIGNMENT AND SUB-FRAMEWORK CONTRACTING

- 17.1 The Provider shall not transfer, assign or sub-contract directly or indirectly to any person or organisation any part of this Framework Agreement without the previous written permission of the
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Purchaser.

- 17.2 Sub-contracting any part of this Framework Agreement shall not relieve the Provider of any obligation or duty attributable to the Provider under this Framework Agreement.
- 17.3 The Provider shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- 17.4 Any such permitted transfer, assignment or sub-contracting shall be on the same terms as this Framework Agreement, unless otherwise agreed between the parties.
- 17.5 The Purchaser shall be entitled to assign the benefit of the Framework Agreement or any part and shall give written notice of any assignment to the Provider.
- 17.6 The Purchaser shall be entitled to novate this Framework Agreement to any statutory successor which substantially performs any of the functions that the Purchaser previously performed.

18. RIGHTS OF THIRD PARTIES

- 18.1 In accordance with the Framework Agreements (Rights of Third Parties) Act 1999, a person who is not a party to this Framework Agreement shall not have any rights under or in connection with it.

19. DISCRIMINATION

- 19.1 The Provider shall at all times operate a policy of equal opportunity in both staffing recruitment and service delivery. The Provider shall be required to forward a copy of this policy to the Purchaser when required and demonstrate its operation in the performance of the Services.
- 19.2 The Provider shall not unlawfully discriminate in the provision of the Services either directly or indirectly on such grounds as race, colour, ethnic or national origin, culture and linguistic background, disability, gender or sexual orientation, pregnancy and maternity, gender reassignment, marriage and civil partnership, religion or belief or age and, without prejudice to the generality of the foregoing, shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant legislation.
- 19.3 The Provider shall take all reasonable steps to secure the observance of this Clause by all Personnel engaged in the Services.
- 19.4 In the event of a finding of discrimination being made by any court or employment tribunal against the Provider or any sub-contractor appointed by the Provider during the performance of the Services, or of an adverse finding in any formal investigations by the Equality and Human Rights Commission during the performance of the Services, the Provider shall inform the Purchaser of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 19.5 The Provider shall indemnify the Purchaser in respect of any claims against the Purchaser which arise by reason of the Provider's breach of the legislation referred to in Clause 19.2 where such breach arises in the performance of its obligations under this Framework Agreement.
- 19.6 The Provider may be required to answer questions raised by the Purchaser on matters referred to in this Clause.

20. MENTAL CAPACITY

20.1 The Provider shall comply at all times, where relevant, with the requirements of the Mental Capacity Act 2005 ('the Act') and the Deprivation of Liberty Safeguards in the provision of the Services.

21. HUMAN RIGHTS ACT 1998

21.1 The Provider shall, at all times when providing the Services act in a way that is compatible with the Convention Rights within the meaning of Section 1 of the Human Rights Act 1998.

21.2 The Purchaser shall be empowered to suspend the provision of the Services or part thereof in the event of non-compliance with this Clause by the Provider. The Provider shall not resume provision of the Services or such part until the Purchaser is satisfied that the non-compliance has been rectified.

22. HEALTH AND SAFETY

22.1 The Provider shall comply with the Health and Safety at Work etc Act 1974, and any other acts, orders and regulations and codes of practice relating to health and safety in the performance of the Services, including the Manual Handling Operations Regulations 1992 as amended, and are required to operate written policies which demonstrate such compliance.

22.3 The Purchaser's Premises shall conform to all requirements of the Chief Fire Officer and the requirements of the Regulation Reform (Fire Safety) Order 2005 and the Provider shall carry out a fire risk assessment to ensure Service Users are adequately protected against fire at all times.

22.4 The Purchaser shall be empowered to suspend the provision of the Services or part thereof in the event of non-compliance by the Provider with its legal duties in health and safety matters. The Provider shall not resume provision of the Services or such part until the Purchaser is satisfied that the non-compliance has been rectified.

22.5 The Purchaser places great emphasis on compliance with both the letter and spirit of health and safety legislation and expects full co-operation by the Provider with all statutory bodies including Environmental Health.

22.6 The Provider shall promptly notify the Purchaser of any health and safety hazards or any incident which causes personal injury or damage which may arise in connection with the performance of the Services.

22.7 Access to the Purchaser's property may be limited, due to the nature of the geographical location of the property and this may mean that there are additional management and regulatory issues that need to be imposed on the Provider.

22.8 If relevant, prior to gaining access on the Purchaser's premises, the Provider shall notify the Purchaser of any disability that may stop the Provider's use of premises and that may not conform with the Health and Safety Act 1974.

22.9 The Purchaser warrants ingress and egress to his Property's used by the Provider to deliver the Service as set out in the Service Specification. The Purchaser reserves the right to cancel the delivery of the service if there is no ingress and egress from his premises listed to be used by the Provider.

23. SERVICE PROVISION

23.1 The Provider shall perform the Services in accordance with the principles of the Purchaser's 'Corporate Privacy, Dignity and Respect' Framework. Full details of the Framework can be accessed through the Purchaser's website.

23.2 If applicable to the Services the Provider shall adhere to the requirements of the Autism Act 2009 which provides a statutory framework to improve the provision of Services to meet the needs of children with autistic spectrum conditions.

24. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

24.1 Where it relates to the service provided the Provider shall fully adopt and implement the Bournemouth Dorset and Poole Inter-Agency Safeguarding Procedures and the Dorset Safeguarding Children Board (DSCB) policies and procedures <http://pandorsetscb.proceduresonline.com/index.htm>. The Provider shall follow and fully implement the prescribed procedures in relation to safer recruitment http://pandorsetscb.proceduresonline.com/chapters/p_safe_rec.html and all other child safeguarding procedures. The provider shall evidence compliance with these procedures.

24.2 Where it relates to the service provided the Provider shall comply with the requirements of the Dorset Multi-Agency Safeguarding Adults Policy and Procedures (2015), these can be found at: <https://www.dorsetforyou.gov.uk/dorsetsafeguardingadultsboard>

24.3 The Provider shall comply with the principles and obligations of the Prevent Duty in having due regard to the need to prevent people from being drawn into terrorism, in accordance with section 26 of the Counter-Terrorism and Security Act 2015 and government guidance. The Provider shall ensure that its Employees have a good understanding of the Prevent Duty and are trained to recognise vulnerability to being drawn into terrorism and are aware of available programmes to deal with the issue.

25. SERVICE USER AND CARER INVOLVEMENT

25.1 Service Users and carers shall be involved in all decisions which affect the provision of the Services and, where possible, in the planning of the delivery of the Services.

26. QUALITY ASSURANCE AND CONTROL

26.1 The Provider shall adhere to the standards of service detailed in the Service Specification.

26.2 The Provider shall demonstrate compliance with its obligations under this Framework Agreement and maintain their own quality control programme. This must include individual service user feedback processes using formats which are accessible to all Service Users. Information must be made available to the Purchaser in respect of all aspects of Framework Agreement compliance and quality control on request. Particular emphasis will be placed on the following areas:-

- a) Recruitment, selection, management of Personnel, supervision and training.
- b) Service provision and outcomes. The Provider shall achieve the measurable outcomes specified in the Service Specification (Appendix 1) and demonstrate forward planning and consistency of delivery.
- c) Representation and the handling of Service User complaints, if relevant.
- d) Policies and procedures operated by the Provider and resultant practices within the Provider's organisation.

26.3 For the avoidance of doubt, nothing in this Framework Agreement is intended to prevent the Provider from achieving higher quality standards than those required by this Framework Agreement and/or any regulator and the Provider shall make all reasonable efforts to comply with all best practice guidance in relation to the provision of the Services.

27. COMPLAINTS/REPRESENTATIONS AND COMPLIMENTS

- 27.1 The Provider shall establish and implement a procedure for examining Service Users' complaints regarding the Services. Service Users must be informed of the means of registering a complaint. The procedure shall confirm how complaints are dealt with, a time scale for responses and how Service Users' are informed of the outcome of a complaint.
- 27.2 The complaints procedure adopted by the Provider shall recognise the difficulty some Service Users may feel in raising a complaint because of their potential vulnerability. The procedure shall ensure that Service Users are encouraged and facilitated to make complaints through a range of methods with representation if necessary.
- 27.3 The Provider shall maintain a log of complaints showing :-
- The name and address of the Service User;
 - The name and address of the complainant (if different);
 - The nature of the complaint;
 - The response to the complaint and the time taken to respond; and
 - The level of satisfaction of the complainant.

The log of complaints shall be accessible to the Purchaser on request. In addition, the Provider must supply to the Purchaser an analysis of complaints and their outcomes, if requested.

- 27.4 Where a complaint remains unresolved, it shall be recorded in the Provider's log book and a copy of the record shall be forwarded to the Purchaser's Contracts Officer within two days of the Service User notifying the Provider that they remain unsatisfied.
- 27.5 Where a Service User remains dissatisfied following a complaint, the Provider shall inform the Service User of the Adult and Community Services Directorate's and/or Children's Services Directorate's complaints procedure operated by the Purchaser, which may then be instigated if the Service User so wishes.
- 27.6 The Provider shall also notify Service Users that they may, if they wish, complain directly to the Purchaser's Adult and Community Services Directorate and/or Children's Services Directorate's without going through the Provider's own complaints procedure. The address to contact is:-

Learning and Development Advisor
Children's Services Directorate
County Hall,
Colliton Park
Dorchester
Dorset, DT1 1XJ

Learning and Development Advisor
Adults and Community Services Directorate
County Hall,
Colliton Park
Dorchester
Dorset, DT1 1XJ

Alternatively, the Adult and Community Services Directorate's and the Children's Services Directorate's complaints procedure can be accessed on the Purchaser's 'Dorset for You' website.

- 27.7 The Provider and its Personnel shall co-operate fully with the Purchaser in investigating and resolving complaints and every endeavour shall be made to improve the Services in the light of valid complaints in order to minimise complaints and reduce the likelihood of future complaints.
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27.8 Complaints shall be an item for discussion at Contract review meetings.

28. CONTRACT MANAGEMENT AND MONITORING ARRANGEMENTS

- 28.1 The Provider shall take appropriate steps (which may include one or more Framework Agreement implementation meetings) with the Purchaser to confirm the preferred communication and other procedures at the outset of the Framework Agreement.
- 28.2 The Provider shall promptly give notice to the Purchaser of the identity of the Provider's Contract Manager appointed to manage the Services and any replacement for him. Any Contracts Manager shall be appropriately qualified and/or experienced for his responsibilities in relation to the Services.
- 28.3 The Purchaser shall monitor Framework Agreement compliance, all financial and operational aspects of the Services and the standards of the Services provided with particular emphasis on quality.
- 28.4 The Contracts Officer shall be responsible for arranging and/or carrying out the monitoring of the Services using various approaches depending on the purpose of the monitoring, e.g. routine monitoring visit, Contract review meeting, or a visit instigated as a result of a specific concern regarding the quality of the service being provided by the Provider.
- 28.5 In relation to the Purchaser's visits:
- 28.5.1 For planned visits such as routine monitoring and routine follow-up visits, the Provider shall be contacted in advance of the monitoring visit. If the suggested time and date is not convenient, the Provider shall contact the Contracts Officer without delay to arrange a mutually convenient time.
- 28.5.2 All other visits shall be carried out by the Purchaser without giving prior notice to the Provider. Unannounced visits shall include visits in response to Safeguarding referrals or complaints registered with the Purchaser.
- 28.6 In relation to Contract Review meetings, these shall be held on a regular basis, as specified within the Service Specification, between the Provider's Contract Manager and/or other representatives and the Purchaser's Contracts Officer. The purpose of these meetings shall be to:-
- (i) monitor, review and evaluate the performance of the Provider against the Service Specification;
 - (ii) evaluate and review the information reported by the Provider in accordance with the Service Specification.
 - (iii) ensure that the data to be produced in accordance with the Service Specification has been reported accurately and that targets have been achieved. If not achieved, a plan of action shall be agreed between the parties.
 - (iv) measure the outcomes against the Service Specification and discuss and identify areas for improvement or more focus;
 - (v) provide an opportunity for the Provider and the Purchaser to openly discuss any areas for future development, gaps in provision, current barriers to success, etc.
- 28.7 Where there are areas of non-compliance with the terms of this Framework Agreement, the Provider shall be notified in writing in accordance with Clause 29.
- 28.8 The Provider shall comply with all records and monitoring requirements, as specified in this Framework Agreement and the Service Specification.
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- 28.9 Any costs incurred by the Provider in attending any meetings shall be at the Provider's expense.
- 28.10 The Provider shall ensure that the Purchaser and/or their representatives or agents have reasonable access to the Services in order to benchmark, inspect, review and assess service delivery.
- 29. FRAMEWORK AGREEMENT NON-COMPLIANCE**
- 29.1 For the purposes of this Clause, 'Framework Agreement Non-Compliance' means that in the opinion of the Purchaser, the Provider has failed either in whole or in part to comply with the terms of this Framework Agreement.
- 29.2 Framework Agreement Non-Compliance may be:
- 29.2.1 'Cautionary Non-Compliance' meaning that in the opinion of the Purchaser, a particular aspect of the Services provided is not satisfactory (but does not amount to Serious Non-Compliance or Unacceptable Non-Compliance);
- 29.2.2 'Serious Non-Compliance' meaning that in the opinion of the Purchaser there is Framework Agreement Non-Compliance which places a service user at serious risk to their physical, mental or emotional well-being;
- 29.2.3 'Unacceptable Non-Compliance' meaning that in the opinion of the Purchaser there is Framework Agreement Non-Compliance which places a service user at unacceptable risk to their physical, mental or emotional well-being which for the avoidance of doubt shall amount to a fundamental breach of the Framework Agreement.
- 29.3 Where the Purchaser is satisfied through the Contract monitoring process or by any other means (which shall be at the discretion of the Purchaser) that Framework Agreement Non-Compliance has occurred, the Provider shall be informed at the earliest opportunity.
- 29.4 Where the Purchaser is satisfied that there has been Framework Agreement Non-Compliance the Purchaser shall:-
- 29.4.1 make an assessment of the severity of the Framework Agreement Non-Compliance and the risks or potential risks to service users; and
- 29.4.2 if the Purchaser identifies risks or potential risks to service users, carry out an investigation. For the avoidance of doubt and at the Purchaser's discretion, the investigation may include a risk assessment of service users in receipt of the Services funded by the Purchaser; and
- 29.4.3 categorise the Framework Agreement Non-Compliance as:
- 29.4.3.1 'Unacceptable Non-Compliance'; or
- 29.4.3.2 'Serious Non-Compliance'; or
- 29.4.3.3 'Cautionary Non-Compliance'.
- 29.5 If Framework Agreement Non-Compliance is categorised as Unacceptable Non-Compliance, notice shall be served forthwith by the Purchaser on the Provider terminating the Framework Agreement.
- 29.6 If Framework Agreement Non-Compliance amounts to Serious Non-Compliance then the Purchaser shall suspend the Framework Agreement forthwith by notice to the Provider until such time as in the opinion of the Purchaser the Serious Non-Compliance has been remedied. This shall not prevent the Purchaser taking alternative action at its discretion to remedy the non-compliance in accordance with the terms of this Framework Agreement.
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- 29.7 Otherwise than when Framework Agreement Non-Compliance amounts to Unacceptable Non-Compliance, the Provider shall be given a reasonable period of time as determined by the Purchaser and notified to the Provider to remedy the Framework Agreement Non-Compliance.
- 29.8 If the Framework Agreement Non-Compliance amounts to Cautionary Non-Compliance or Serious Non-Compliance and the Provider fails to remedy the non-compliance to the satisfaction of the Purchaser within such reasonable time period as is notified to the Provider under Clause 29.7 then the Purchaser shall be entitled to terminate the Framework Agreement forthwith by notice.
- 29.9 If Serious Non-Compliance and/or Cautionary Non-Compliance occur on more than three occasions the Purchaser may at its discretion terminate the Framework Agreement immediately by notice to the Provider.
- 29.10 The Purchaser reserves the right to implement a Cautionary Non-Compliance or Serious Non-Compliance in relation to any pending child or adult protection referrals made under the multi-agency child or adult protection processes as a reasonable means to safeguard the welfare of any service users.
- 29.11 Notwithstanding the foregoing, in the event that the Purchaser reasonably considers that there has been Framework Agreement Non-Compliance, then the Purchaser may, without prejudice to, and in addition to, its rights under this Clause and Clause 36, do any of the following:
- 29.11.1 Make such deduction from the Framework Agreement Price to be paid to the Provider as the Purchaser shall reasonably determine to reflect the sums paid or sums which would otherwise be payable in respect of such of the Services as the Provider shall have failed to provide or performed inadequately which shall include in the event of the suspension under Clause 29.6;
 - 29.11.2 Without terminating this Framework Agreement itself provide or procure the provision of part of the Services until such time as the Provider shall have demonstrated to the reasonable satisfaction of the Purchaser that the Provider will be able to perform such part of the Services in accordance with the Framework Agreement.
 - 29.11.3 Without terminating the whole of the Framework Agreement, terminate the Framework Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Framework Agreement Price shall be made) and thereafter itself provide or procure a third party to provide such a part of the relevant Services.
- 29.12 The Purchaser may charge to the Provider any cost in respect of the provision of such part of the relevant Services by the Purchaser or by a third party to the extent that such costs exceed the Framework Agreement Price which would otherwise have been payable to the Provider for such part of the relevant Services.

30. RESOLUTION OF DISPUTES

- 30.1 It is the intention of the parties to settle amicably by negotiation all disagreement and differences on matters relating to this Framework Agreement or the provision of the Services.
- 30.2 In the event that any disagreement or difference of opinion arises out of this Framework Agreement which cannot be resolved by the Purchaser's Contracts Officer and the Provider's representative, the matter shall be dealt with as follows:
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- 30.2.1 the Contracts managers for the Purchaser and the Provider shall meet to seek resolution. In the event that they do not meet within ten Working Days of the date on which either party convenes a meeting to resolve the matter or should they not be able to resolve the matter within ten Working Days of the first meeting, the matter shall be promptly referred to the Purchaser's Director of Children's and Adults Community Services and the Provider's Chief Executive (or equivalent) or their nominee for resolution.
- 30.2.2 if within fourteen Working Days of the matter having been referred for resolution in accordance with Clause 30.2.1 no Framework Agreement has been reached as to the matter in dispute, the parties shall thereafter seek to determine the matter in dispute by adopting the procedure set out below.
- 30.3 An independent expert shall be appointed by Framework Agreement between the parties. The parties shall promptly furnish to such expert all information relating to the dispute to enable him to give a decision as to what course of action in his reasonable opinion ought to be followed to give an outcome equitable to the parties taking into account the respective rights and obligations of the parties.
- 30.4 The decision of the expert shall be final and binding on the parties.
- 30.5 The parties shall share equally the fees and expenses of the expert unless the expert directs otherwise.
- 30.6 Alternatively, the parties may agree to refer the matter for decision to arbitration whereupon the parties shall comply with the following provisions:
- 30.6.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- 30.6.2 the arbitration fees shall be met by the Purchaser and the Provider in equal shares;
- 30.6.3 the decision of the arbitrator shall be binding on the parties.

31. LEGAL/OMBUDSMAN PROCEEDINGS

- 31.1 On written request from the Purchaser, the Provider or any of its Personnel, agents, officers or sub-contractors shall provide to that Purchaser all relevant information (including but not limited to documentation and statements from any Personnel, agent, officers or sub-contractors) and shall co-operate fully with and provide assistance and give evidence in connection with:
- 31.1.1 any legal or quasi-legal inquiry, arbitration or court proceedings in which the Purchaser may become involved; or
- 31.1.2 any internal Purchaser disciplinary hearing arising out of or in connection with the Services or these Clauses;
- 31.1.3 any investigation by the Local Government and Social Care Ombudsman.

32. STATUTORY FUNCTIONS

- 32.1 Nothing in the Framework Agreement or these Clauses shall be read as preventing or inhibiting the Purchaser from carrying out any such statutory or regulatory duty as each may respectively be under, or as derogating therefrom, or as inhibiting or fettering the exercise of any statutory or regulatory power which either may respectively possess.
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33. INTELLECTUAL PROPERTY

- 33.1 Neither the Purchaser nor the Provider shall acquire any right, title or interest in the other's Background IPR used in connection with the Services.
- 33.2 The Provider shall not (except when necessary for the performance of the Framework Agreement), without the Purchaser's prior written approval, use or disclose any Purchaser Background IPR or the Foreground IPR to any third party.
- 33.3 All title to and all rights and interest in the Foreground IPR shall vest in the Purchaser. The Provider hereby assigns and/or grants to the Purchaser with full title guarantee, title to and all rights and interest in the Foreground IPR.
- 33.4 The assignment and/or grant under Clause 33.3 shall either take effect on the commencement date of the Framework Agreement or as a present assignment and/or grant of future rights that will take effect immediately on the coming into existence of the relevant Foreground IPR, as appropriate.
- 33.5 The Provider shall waive any moral rights in any copyright works assigned and/or granted to the Purchaser under Clause 33.3.
- 33.6 If requested by the Purchaser, the Provider shall without charge execute all documents and do all such further acts as the Purchaser may require to give effect to the assignment and/or grant under Clause 33.3.
- 33.7 The parties hereby grant to each other a non-exclusive, revocable, non-assignable licence to use the Purchaser and Provider Background IPR and the Foreground IPR during the Framework Agreement Period for the sole purpose of enabling the provision of the Services and/or the supply of the Deliverables.
- 33.8 The Provider shall, during and after the Framework Agreement Period, indemnify the Purchaser against any claim that the performance by the Provider of the Services and/or the supply of the Deliverables and/or the possession or use by the Purchaser of the Deliverables infringes or allegedly infringes a third party's IPR except where the claim arises from:
- 33.8.1 items or materials supplied by the Purchaser;
 - 33.8.2 the use of data supplied by the Purchaser which is not required to be verified by the Provider under any provision of the Framework Agreement;
 - 33.8.3 unauthorised modifications that have been made to the Deliverables by the Purchaser.
- 33.9 If in such event as is referred to in Clause 33.8 a final injunction is obtained against the use of the Deliverables by reason of infringement of such third party IPR, the Provider shall in consultation with the Purchaser and at the Provider's expense, either procure for the Purchaser the right to continue to use the Deliverables, or modify the Deliverables so that they become non-infringing.
- 33.10 The Purchaser shall retain ownership and all Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material made available to the Provider in connection with this Framework Agreement.
- 33.11 The Provider shall obtain approval before using any material which is or may be subject to any third party Intellectual Property Rights.
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33.12 The Purchaser is at liberty to reproduce in whole or in part, or provide to any third party any Product of the Service without prior written consent of the Provider, subject to the insertion of the following disclaimer to the front of any such disclosure;

33.12.1 "This information was prepared by the Provider or their successors and assignees, specifically for the purpose of services provided to the Purchaser for their benefit alone

33.12.2 The Provider or their successors and assignees, neither owes nor accepts any duty of care to any third party and shall not be liable for any loss, damage and /or expense which are caused by any reliance that any other party may place on this information".

34. PUBLICITY

34.1 The Provider shall seek written approval from the Purchaser prior to the publication of any publicity where the Purchaser is acknowledged.

35. SEVERANCE

35.1 If any Clause of this Framework Agreement is declared by any judicial or other competent authority or considered by the parties to be void, voidable, illegal or otherwise unenforceable:

35.1.1 The parties shall amend that provision in such reasonable manner as mutually agreed.

35.1.2 At the discretion of the parties it may be severed from this Framework Agreement and the remaining Clauses of this Framework Agreement shall except whether otherwise provided remain in full force and effect unless otherwise terminable.

36. TERMINATION

36.1 The Purchaser may by notice in writing to the Provider terminate this Framework Agreement as from the date of service of such notice if:-

36.1.1 the Provider passes a resolution or a court makes an order that the Provider be wound up otherwise than for the purpose of a bona fide solvent reconstruction or amalgamation; or

36.1.2 circumstances exist which entitle a court or a creditor to appoint a receiver, manager or administrator or which entitle a court otherwise than for the purpose of a bona fide solvent reconstruction or amalgamation to make a winding-up order regarding the Provider; or

36.1.3 the Provider undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Framework Agreement; or

36.1.4 the Provider becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986.

36.1.5 the Provider has a receiver, manager, administrator, or administrative receiver appointed over all or any part of its undertakings, assets or income, or has passed a resolution for its winding up;

36.1.6 the Provider has a petition presented to any court for its winding up or for an administration order;

36.1.7 the Provider is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

- 36.1.8 the Provider suffers any distraint, execution or other process to be levied or enforced on any of its property by any third party and is not paid out, withdrawn or discharged within 7 days;
 - 36.1.9 the circumstances specified in Clause 37 arise;
 - 36.1.10 the Provider has become bankrupt or makes a composition or arrangement with its creditors, or has a proposal in respect of the business for voluntary arrangements for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986; or
 - 36.1.11 the Provider has been convicted of a criminal offence or act of grave misconduct in the conduct of its business within the meaning of Regulation 57(8)(c) of the Public Contracts Regulations 2015; or
 - 36.1.12 the Provider has failed to comply with any obligations relating to the payment of any taxes or social security contributions.
- 36.2 The Purchaser may only exercise its right under Clause 36.1.3 within six months after a change of control occurs and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs. The Provider shall notify the Contracts Officer immediately any change of control occurs.
- 36.3 Either the Purchaser or the Provider may at any time by notice in writing to the other party terminate this Framework Agreement as from the date of service of such notice whenever any of the following events occurs:-
- 36.3.1 the other party commits a material breach of any of its obligations under or in relation to this Framework Agreement which is not capable of remedy or, if capable of remedy, is not remedied within 30 days after receipt of written notice from the non-breaching party of its intention to terminate; or
 - 36.3.2 the other party is continually in breach or commits a series of repeated breaches of this Framework Agreement, which cannot be remedied with 30 days of written notice from the non-breaching party of its intention to terminate.
- 36.4 The Purchaser may terminate the Framework Agreement with immediate effect:-
- 36.4.1 in accordance with Clause 29; or
 - 36.4.2 if in the Purchaser's reasonable opinion continuation of the Framework Agreement would cause risk to the life, health or well-being of any Service User or potential Service User.
- 36.5 The parties may terminate the Framework Agreement at any time on giving to the other not less than 30 days notice in writing.
- 36.6 In any case where immediate termination is permitted, the Purchaser may, at its discretion, initially suspend the Framework Agreement.
- 36.7 The termination of this Framework Agreement howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued at or prior to termination and subject thereto neither party shall have any further obligations to the other under this Framework Agreement. The Clauses of this Framework Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
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37. PREVENTION OF CORRUPTION

37.1 The Purchaser shall be entitled to terminate the Framework Agreement immediately and recover from the Provider the amount of any loss or damage resulting from such cancellation if, in relation to this Framework Agreement or any Framework Agreement with the Purchaser, the Provider or any person employed by him or acting on his behalf shall have committed:-

37.1.1 any fraud

37.1.2 an offence under the Bribery Act 2010 or shall have given any fee or reward, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

38. CONSEQUENCES OF SUSPENSION OR TERMINATION

38.1 Following termination by the Purchaser of this Framework Agreement, the Provider shall be entitled to such proportion of the Framework Agreement Price as represents a fair and reasonable value of that part of the Services carried out up to the date of termination provided always that the Purchaser reserves the right to deduct from any such sum the amount of any claim the Purchaser may have in respect of any breach and / or failure by the Provider to perform its obligations under this Framework Agreement.

38.2 The Purchaser shall not in any circumstances be liable to the Provider for any losses or expenses arising out of termination or suspension, and no payment shall be due from the Purchaser under this Framework Agreement during any period of suspension.

38.3 Where the Purchaser terminates or suspends the Framework Agreement as a consequence of a breach by the Provider, the Purchaser shall be entitled to recover from the Provider:

38.3.1 any costs (including any administration costs) reasonably incurred by the Purchaser in respect of the supply of any part of the Services by the Purchaser or a third party; and

38.3.2 the amount of any other loss (including any administration costs) incurred by the Purchaser as a result of having to suspend or terminate the Framework Agreement.

The Purchaser shall take all reasonable steps to mitigate any additional expenditure.

38.4 The Provider shall upon the termination of the Framework Agreement immediately deliver up to the Purchaser all correspondence, documents and other property belonging to the Purchaser which may be in his possession or under his control.

38.5 The provisions of this Clause shall survive the termination or expiry of this Framework Agreement.

39. FORCE MAJEURE

39.1 Neither party shall be liable for any delay in, or non-performance of, any obligation under the Framework Agreement (other than the payment of money) caused by an event beyond the reasonable control of that party including but not limited to acts of God, war, explosion, fire, strike, flood, riot or civil commotion or any act or omission of the other party, or a force majeure event affecting a supplier, sub-contractor or a third party.

39.2 In the event such circumstances persist beyond a reasonable period given the nature of the event and its effect on the obligations under this Framework Agreement, then the other party shall have the right,

for so long as the circumstances which prevent performance continue, to terminate this Framework Agreement by giving not less than 30 (thirty) Working Days' written notice to the other party.

40. LAW AND JURISDICTION

- 40.1 This Framework Agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English Courts.
- 40.2 This Framework Agreement is binding on the Purchaser and the Provider, their successors and assignees.

41. CHANGE IN LAW

- 41.1 The Provider shall neither be relieved of its obligations to perform its obligations under this Framework Agreement nor be entitled to an increase in the Framework Agreement Price and/or any charges payable as a result of a change in law, if the change and its effect are known at the commencement of the Framework Agreement.
- 41.2 If a change in law occurs or is shortly to occur which will significantly affect the provision of the Services or the cost of doing so, the Provider shall notify the Purchaser to express an opinion of the likely effects of the change including:-
- 41.2.1 whether any change is required to the Services, the Framework Agreement Price or this Framework Agreement; and
 - 41.2.2 whether the Provider requires any relief from compliance with its obligations.
- 41.3 If the parties to this Framework Agreement agree upon the effects of the change in law and any financial consequences such Framework Agreement shall be implemented through the variation provisions of Clause 7.
- 41.4 In the case of any dispute arising under this Clause, it shall be resolved in accordance with Clause 30.

42. CONFLICT OF INTEREST

- 42.1 The Provider shall use reasonable endeavours to ensure that it and any of its Personnel, agents, suppliers or sub-contractors are not placed in a position where in the reasonable opinion of the Purchaser there is or may be an actual or potential conflict between the pecuniary or personal interests of the Provider and others and the duties owed to the Purchaser under the provisions of the Framework Agreement. The Provider shall immediately disclose to the Purchaser full particulars of any such conflict of interest which may arise.
- 42.2 Where such a conflict does arise the Provider shall take such reasonable steps as are required by the Purchaser for ending or avoiding the actual or potential conflict of interest or alleviating its effect. If the Provider fails to comply or is unable to comply with such measures, then the Purchaser shall have the right by notice in writing to terminate this Framework Agreement immediately. If the Purchaser terminates this Framework Agreement in accordance with this Clause, it shall reimburse the Provider against any commitments, liabilities or expenditure incurred or to be incurred which are reasonably and properly payable by the Provider in connection with the Services. However, it is expressly agreed that the Purchaser shall not be liable to pay any severance payment or compensation to the Provider for loss of profits.
- 42.3 The provisions of this Clause shall apply during the continuance of the Framework Agreement and for a period of two years after its termination.
-

43. RIGHT OF SET OFF

43.1 Without prejudice to any other rights and remedies available to it, the Purchaser shall be entitled to set off all or any of its liabilities to the Provider against all or any of the Provider's liabilities to it, and any liability, damage, loss, charge or expense which the Purchaser has incurred in consequence of any breach by the Provider of its obligations under the Framework Agreement.

44. LOCAL HEALTHWATCH

44.1 In accordance with the provisions of the Local Government and Public Involvement in Health Act 2007 as amended by the Health and Social Care Act 2012, the Provider shall allow members of the Local Healthwatch to inspect Services commissioned by the Purchaser under this Framework Agreement.

45. TUPE

45.1 At any time during the last six months of the Framework Agreement Period, the Provider shall provide to the Purchaser within 20 Working Days of a written request such information as the Purchaser may reasonably require in respect of TUPE.

45.2 The Provider shall comply with its obligations under Clause 11 in relation to any information supplied under Clause 45.1.

45.3 The Provider shall permit the Purchaser to use the information for the purposes of TUPE and re-tendering.

45.4 If TUPE applies on termination of this Framework Agreement then:

45.4.1 the Provider agrees to indemnify the Purchaser fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of the information under Clause 45.1;

45.4.2 the Provider agrees to indemnify the Purchaser from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities in connection with or as a result of any claim or demand by any Personnel or other personnel or person claiming to be an employee on any date upon which the Framework Agreement is terminated and/or transferred to any third party ('Relevant Transfer Date') arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.

45.5 In the event that the information provided by the Provider in accordance with Clause 45.1 becomes inaccurate, whether due to changes to the employment and personnel details of the affected Personnel made subsequent to the original provision of such information or by reason of the Provider becoming aware that the information originally given was inaccurate, the Provider shall notify the Purchaser of the inaccuracies and provide the amended information within 10 Working Days.

45.6 The provisions of this Clause shall apply during the continuance of this Framework Agreement and indefinitely after its termination.

46. NOTICES

46.1 Any notice to be given under this Framework Agreement shall be in writing and shall be hand delivered or sent by first class mail to the address of the Provider or the Purchaser at the address set out at the head of this Framework Agreement or such other address as that party may from time to time notify to the other party in accordance with this Clause.

- 46.2 Provided the notice sent as above is not returned as undelivered it shall be deemed to have been received:
- 46.2.1 if delivered by hand before 4pm on a Working Day, at the time of delivery, otherwise receipt shall be deemed to occur at 9am on the next following Working Day; or
 - 46.2.3 if delivered by first class inland mail, two Working Days after the day of posting.
- 46.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted.

47. RECOVERY OF SUMS DUE

- 47.1 Whenever any sum of money is recoverable from, or payable by, the Provider (including any sum which the Provider is liable to pay to the Purchaser under Clauses 29 or 38) the Purchaser may unilaterally deduct that sum from any sum then due or which at any later time may become due to the Provider under any other Framework Agreement with the Purchaser.
- 47.2 The Provider shall make any payments due to the Purchaser without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Provider has a valid court order requiring an amount equal to such deduction to be paid by the Purchaser to the Provider.

48. IR35 RULES AND EMPLOYMENT STATUS

- 48.1 The Provider agrees to notify the Purchaser as soon as reasonably practicable in the event of a change in the employment status of the Provider during the period of the Framework Agreement within the meaning of Part 2 Chapter 8 of the Income Tax (Earnings and Pensions) Act 2003 ('the IR35 Rules') and to provide all such information regarding the same as may be reasonably requested by the Purchaser.
- 48.2 The Provider shall indemnify the Purchaser fully against all claims, proceedings, actions, damages, legal costs, expenses and other liabilities arising from the Provider's failure to comply with Clause 48.1.

49. MODERN SLAVERY ACT 2015

- 49.1 The Framework Agreement warrants and undertakes that in performing its obligations under the terms of this Framework Agreement, it will:
- 49.1.1 comply with the Modern Slavery Act 2015; and
 - 49.1.2 not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015; and
 - 49.1.3 include in its subcontracting arrangements provisions that are at least as onerous as those set out in this clause 49.1.
- 49.2 The Framework Agreement warrants that neither it nor any of its officers, employees, agents or subcontractors has:
- 49.2.1 committed an offence under the Modern Slavery Act 2015 ('a MSA Offence'); or
 - 49.2.2 been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
-

49.2.3 is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA offence or prosecution under the Modern Slavery Act 2015.

If Value of the contract is under 500k

Signed for and on behalf of
Dorset Council

.....

Authorised Signatory

Name (Print)

.....

Position

.....

Date

.....

Signed for and on behalf of
The Provider

.....

Authorised Signatory

Name (Print)

.....

Position

.....

Date

.....

Note: this document must be executed as a deed. You should check your company's Articles to ensure you comply with the requirements for your company. Most commonly a document can be signed by a Director and a Secretary OR two Directors. If you wish just one Director to sign this document, an independent witness will need to witness the Director's signature and complete the 'Witness' details.

If Value is above 500k

IN WITNESS WHEREOF this Contract has been executed as a Deed by the following parties and delivered on the date stated above

EXECUTED as a **DEED** by affixing
The **COMMON SEAL of DORSET COUNCIL** in
the presence of:

Authorised Signatory

EXECUTED as a **DEED** by
[] acting by a Director or two Directors
or a Director and its Company Secretary:

Director

Company Secretary/Director

Witness:

Witness Signature
Print Name
Address
Occupation

This document must be executed as a Deed. You should check your company Articles to ensure you comply with the requirements for your company. Most commonly a document can be signed by a Director and a Company Secretary



Learning and development framework

Service specification 2022

1. Introduction

- 1.1 Dorset Council requires high quality training providers to deliver a diverse range of training courses for our staff and wider workforce who work with children, young people, and adults accessing social care and housing services. Example courses are given in appendix A.
- 1.2 The workforce attending these courses will be:
- staff in Dorset Council's Children's services
 - staff in Dorset Council's Adults and Housing Services
 - the wider Children's and Adults workforce in Dorset e.g. NHS, police, childcare, education, foster carers, shared lives carers and the voluntary and community sector
- 1.3 The [Pan Dorset Safeguarding Children Partnership](#) (PDSCP) will also use the framework. They are responsible for providing multi-agency safeguarding training which enables those working with children and their families to work effectively to safeguard and promote the welfare of children across both Dorset Council and Bournemouth, Christchurch and Poole Council areas.
- 1.4 The framework will ensure training courses are procured consistently and fairly. It should also ensure we get best value.
- 1.5 We are seeking a diverse range of training providers to join the framework e.g. businesses of all sizes, including sole traders and differing delivery methods.
- 1.6 Dorset Council's Adults and Housing Services and Children's Services are committed to:
- delivering high quality services
 - embedding a learning culture where the workforce is motivated and continuously strives to improve so they can deliver better outcomes for the residents of Dorset
- 1.7 Our council is committed to the provision of a comprehensive learning and development offer, which meets statutory requirements and through its [People Strategy 2019-2024](#) contributes to the Council's vision which is to make Dorset 'a great place to live, work and visit'. Dorset Council aspires to be forward thinking and innovative, to understand and celebrate differences and to develop and empower its workforce to strive to provide the very best services it can for residents.
- 1.8 We believe securing the most appropriate trainer, including those with lived experience has a direct impact upon how officers work with individuals and communities to meet their needs.
- 1.9 Our training offer should enable the workforce to utilise the opportunities emerging from new technologies and the latest academic theory to inform evidence-based practice.
-

- 1.10 Local authorities have related workforce development responsibilities and standards we must adhere too, including:
- [Professional standards for social work](#)
 - Work in Children's must be aligned to the [Children's Act 2004](#)
 - Work with adults must be aligned to [The Care Act 2014](#)
 - [Equality Act 2010](#)
 - [Mental Capacity Act](#)
 - [Assessed and Supported Year in Employment \(ASYE\) programme](#)
 - [Standards of proficiency for occupational therapists](#)
 - Disability specific training frameworks e.g. [learning disability](#) and [autism capabilities](#)
 - Work in Adults must align with [Dorset Safeguarding Adults Board](#)
 - Work in Children's must align with [Pan-Dorset Safeguarding Children Partnership - Pan-Dorset Safeguarding Children Partnership \(pdscp.co.uk\)](#)
- 1.11 We identify training requirements via various methods, including:
- workforce training needs analysis conducted periodically
 - learning from evidence, captured through collaborative audits, thematic audits and dip samples
 - government legislation, initiatives and strategies
 - local initiatives and strategies
 - themes or focus from regulatory bodies e.g. Ofsted and CQC
 - outcomes of child safeguarding practice reviews
- 1.12 This new framework will be for 4 years. Contract awards will be in November 2022 so that further competitions can run in time for the 2023-24 training programme to be developed.
- 1.13 The framework will open periodically during the 4 years to allow new providers to bid to join.
- 1.14 Dorset Council has a centralised learning and development offer for all employees, which is separate to this framework, which is specifically for the children's and adult's workforce.
- 1.15 Being accepted on our learning and development framework does not guarantee work.
-

2. Description of service to be provided

2.1 Our Adult's and Housing service has approximately 600 staff, about 450 are frontline workers. [Read more about the services Dorset Adult Social Care](#) provides.

2.2 The services provided by Adult's and Housing include:

- Learning disability
- Mental health
- Safeguarding
- Mental Capacity Act
- Locality services
- Hospital discharge
- Continuing health care
- Shared Lives
- Carers support
- Homelessness prevention
- Housing advice
- Housing standards
- Housing solutions

2.3 Children's Services has approximately 1000 staff, about 700 are frontline practitioners working directly with children, young people and their families. [Read more about the services Children's Services](#) provides.

2.4 Children's Services are delivered across six integrated locality teams in Dorset, supported by a central team of specialist services. The services include:

- Child protection
- Permanence
- Early help
- Special educational needs and disability (SEND)
- Children who are disabled
- Residential care
- Care Leavers
- Young carers
- Educational Psychology
- Alternative provision
- Youth Work
- Children's Advice and Duty Service

2.5 Dorset Council's area excludes Bournemouth, Christchurch and Poole (BCP) as they are run by a separate council. See 1.3 and 2.11 which explains exceptions when training is commissioned for both council areas.

2.6 Dependent on needs, training courses will be delivered via:

- live online
- e-learning
- face-to-face
- or a hybrid of these delivery methods

2.7 Table 1 summarises the systems the workforce uses to book training courses.

Table 1: Systems for booking training

Service	Where to book
Children's Services – Dorset Council staff and wider workforce	Dorset Nexus
Pan-Dorset Safeguarding Children's Partnership - Dorset Council staff and wider workforce	Dorset Nexus
Adults and Housing Services – Dorset Council staff	Internal booking system
Adults and Housing Services – wider workforce	Adult services training system

2.8 Providers listed on the framework will be invited to tender for further competitions¹ to deliver specific courses or a programme of courses to meet identified needs.

2.9 Most further competitions will run prior to the financial year start, so the full training offer is available April to March. However, there will be some further competitions that run at different times of the year and for varying durations. The schedule of services for each tender will detail the requirements.

2.10 Invites to tender will usually be targeted at either the children's or adult's workforce, although sometimes they will be jointly commissioned by both services.

2.11 We occasionally commission training with other partner organisations e.g. CCG, NHS or neighbouring councils.

2.12 Each schedule of services² for further competitions will stipulate how we want the course to be delivered.

2.13 Eligibility for each course will vary and be stipulated in the schedule of services for each tender. For example, they could be:

- mandatory for the entire workforce or specific sections
- role specific
- have pre-requisites

¹ Further competitions are sometimes referred to as mini-competitions. Invites to tender will be sent via [Pro- contract](#) so providers on the framework can bid for individual courses or programmes of courses.

² The schedule of services is a document included within the invites to tenders for further competitions. It explains specifically what the course requirements and delivery methods are.

- 2.14 For provision of virtual training - the provider decides and arranges the platform for course delivery. The link to join the training is sent to the council within a specified period, as outlined in the schedule of services.
- 2.15 For provision of e-learning training - the provider must send the shareable content object reference model (SCORM) file, which we will load onto our e-learning platform.
- 2.16 Appendix A details the volume of training courses we commissioned in 2021/22 to give an indication of the range of training offered. Although actual training needs will be determined as per 1.10 and 1.11.

3. Specific standards and targets for the service

- 3.1 The specific outcomes, outputs, experience, qualifications and accreditation will be detailed as applicable in the schedule of services for each course or programme of courses we invite to tender for.
- 3.2 Training provision must complement the culture and values the council promotes, such as restorative approach and strengths-based practice. Where appropriate, schedules of services will cite specific approaches, behaviours and/or values that we promote. Where cited, these aspects will be considered as part of the evaluation process
- 3.3 Table 2 lists the requirements to join the framework.

Table 2: Requirements to join the framework

No.	Requirements
1	<p>Providers on the framework must:</p> <p>Have a system to quality assure (QA) training provision, content and individual trainers. This includes how continuous professional development is managed for trainers.</p> <p>If your organisation sub-contracts courses, you must also demonstrate how you QA their delivery.</p>
2	<p>Demonstrate a fully inclusive approach which respects the equality and diversity of delegates attending courses, regardless of method of delivery</p>
3	<p>Communicate and collaborate with the council effectively. Including providing information requested to a high standard and within specified deadlines.</p> <p>This includes supporting our course evaluation methods and working with us to build upon feedback to improve course content and delivery.</p>
4	<p>Demonstrate a person-centred approach in working with children, young people and adults.</p>
5	<p>Have policies and procedures that are understood and applied to ensure you prioritise the following for delegates attending training and the people they support:</p> <ul style="list-style-type: none"> • Safeguarding

	<ul style="list-style-type: none"> • Health and Safety • Wellbeing
6	Demonstrate compliance with Data Protection and GDPR legislation when sharing delegate information and other related data.

3.4 The standard cancellation conditions for all courses are:

Either party may terminate the service for any reason by giving the following working days³ notice to the other party as stated in Table 3.

Table 3: Cancellations

Notice period	Payment
28 days' notice and over	No fees paid
14 days' notice and over	25% fees paid
7 days' notice and over	50% fees paid
Up to 7 days' notice	100% fees paid

If the provider terminates the service for any reason by giving less than two working days' notice from the service date, the provider shall compensate the council the full amount of any deposits and pre-payments made as part of the service bookings and cost that the council has accrued due to late termination e.g. venue costs.

Any postponement of the dates of delivery of any part of the service will not incur cancellation fees. Dates will be re-arranged by mutual agreement.

³ Working days are Monday to Fridays, excluding bank holidays

4. Quality assurance and monitoring arrangements

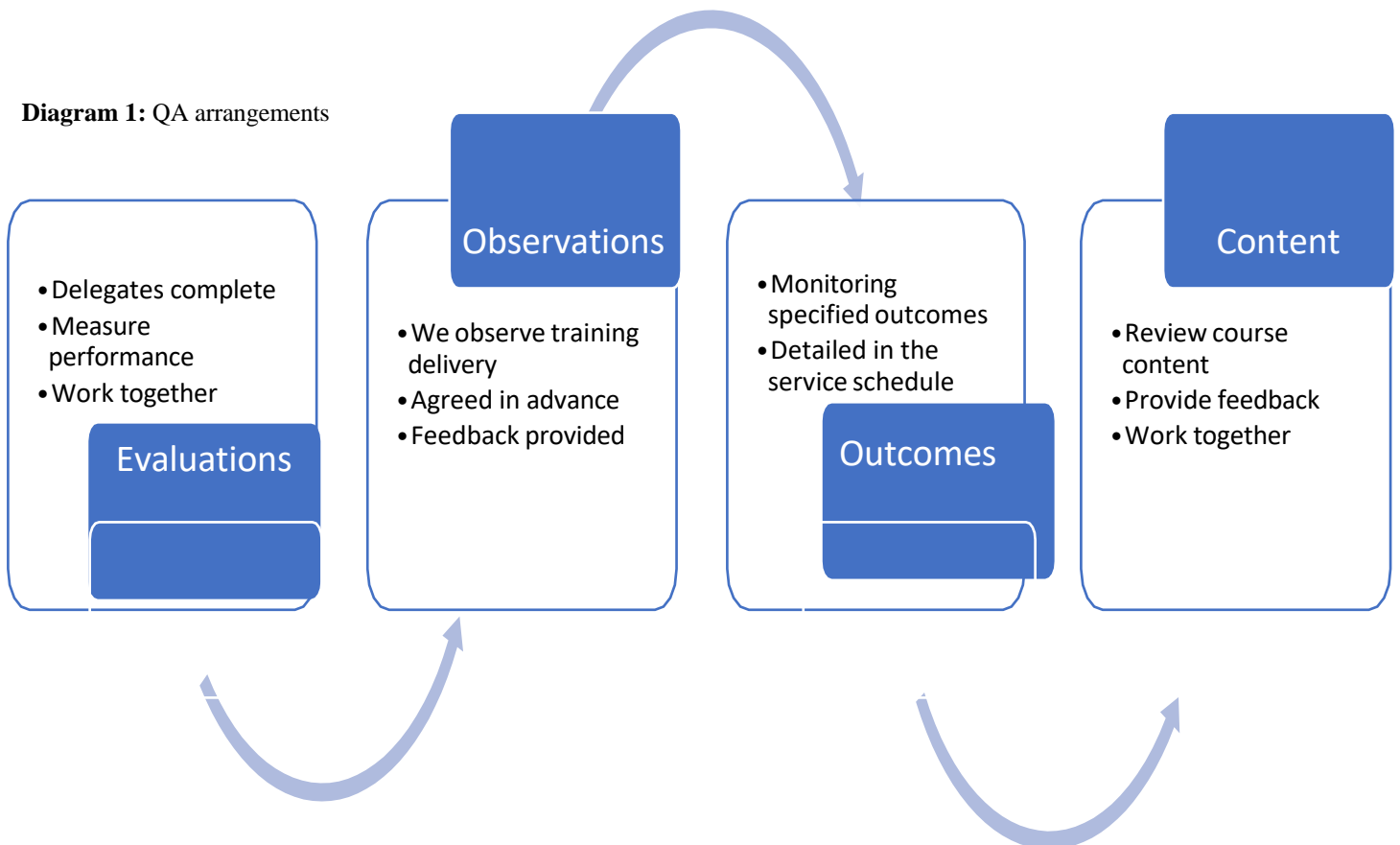
4.1 Due diligence checks will be conducted periodically for all providers on the framework, regardless of whether they have been awarded a contract to deliver courses. This is to ensure continued compliance with the framework agreement, including ensuring:

- relevant policies are reviewed and updated
- your internal and external quality assurance processes are being followed and requesting latest reports and judgements as relevant
- your continued commitment to continuous professional development
- your processes to quality assure sub-contractors are robust (if applicable)

4.2 Providers will be required to return registers for delegates attending the course and clearly indicating any 'no shows' within 3 days of the course end date. In doing so, providers must comply with GDPR legislation.

4.3 Diagram 1 illustrates our standard quality assurance (QA) process for providers who are contracted to deliver courses. The schedule of services for individual courses will detail if any of these stages are not applicable or if there will be additional monitoring arrangements.

Diagram 1: QA arrangements



Evaluations

4.4 Providers will be required to encourage delegates to complete our course evaluation forms. We will share anonymised feedback with the provider.

4.5 We have key indicators for concerns related to learning outcomes and facilitation.

We will discuss with providers if:

- outcomes identified in the schedule of services have not been met
- any feedback on content or delivery that causes concern
- dips in performance compared to previous courses the provider runs or similar courses other providers run

Observations

4.6 We will observe a sample of courses from the training programme. We will agree this with providers in advance of the course running and the staff member will clearly be identified to providers and other delegates as observers.

4.7 Following the observation session, we will provide feedback to the provider/facilitator. We will monitor that any recommendations to improve are implemented in a timely manner.

Outcomes

4.8 Each schedule of service for a course details the outcomes and outputs we require. These will be measured through evaluations and observations as detailed in 4.3 to 4.6.

4.9 Outcomes and outputs will be measured for courses using an outcome-based accountability approach. Details will be set out in the schedule of services. Appendix B is an example of the format.

Content

4.10 When a new course is developed, we will require draft copies of the presentation and resources.

4.11 We will provide feedback on the presentation and resources and may suggest some amendments. For example, ensuring it's relevant to Dorset. These amendments should be made, unless a reasonable explanation is provided to explain why changes are not appropriate.

4.12 There may be exceptions to 4.10 and 4.11. For example, if the course is accredited or if it must be delivered consistently across other local authority areas.

Contract monitoring

- 4.13 Providers contracted to deliver courses must attend contract monitoring meetings to review performance against the:
- framework (including requirements listed in 3.3 Table 2)
 - schedule of services
 - QA process detailed above.
- 4.14 The frequency of these meetings will be dependent on how many courses are delivered by the provider, but they will be at least annually.
- 4.15 As a result of the QA process and monitoring activity, we may require providers to complete an action plan detailing steps to improve performance. We will work with providers to monitor this.
- 4.16 If concerns are serious, ongoing or providers do not work with us effectively to find a resolution, we may issue a cautionary non-compliance notice or terminate the contract. See also 3.4 regards cancellations. Where there are significant concerns that cannot be resolved, we may terminate the provider's framework agreement.
- 4.17 Providers must have a complaints policy, procedures and a log. We may request information on complaints.

END

Appendix A: 2021/22 course programme

To give an indication of the types of courses we are likely to require for the new framework, this appendix lists courses on our programmes from the last year. However, these will change according to identified needs, as per 1.10 and 1.11 of the specification.

Children's Services	Number of courses
Allegations, Complaints and Standards of Care Concerns	3
Attachment, development trauma and resilience	2
Attention Deficit Hyperactivity Disorder (ADHD)	2
C Card Scheme	5
Emergency First Aid in Children & Young People	3
Engaging & Supporting Teenagers - Effective Interventions & Harm Minimisation Advice	1
Engaging & Supporting Teenagers with Addiction Issues	2
Form F Assessment (application to become a foster carer)	1
Fire Safety Awareness	5
First Aid for Foster Carers & Supported Lodgings providers	3
Gender Identity	1
How to help build resilience strategies and skills for children with a history of trauma	1
Introduction to ACT (Acceptance & Commitment Therapy)	1
Introduction to Child Observation	2
Introduction to Motivational Interviewing	2
Introduction to Trans Awareness & Inclusion	2
Leading Restoratively	1
Life Story Work with Children (0 -12years)	1
Life Story Work with Teenagers	1
Managing Teenage Behaviour	1
Medication	8
Mental Capacity Act and Deprivation of Liberty Safeguards	1
Neonatal Abstinence Syndrome (NAS) & Foetal Alcohol Spectrum Disorder (FASD)	1
Paediatric Moving & Handling Update	3
Parent Relationship Support	4

Person Centred Approaches	1
Play Therapy Awareness	2
Poverty-aware practice: Exploring culture and value	1
Restorative Practice - Frontline Team Managers and Practice Leaders	2
Safeguarding Refresher (Residential)	2
Safeguarding through early help: understanding your role	5
Safer Fostering at Home	2
Safer Recruitment	1
Safer Recruitment Refresher	1
Sexual Health Awareness	5
Supervision Skills	3
Supporting Bereaved Children (age 4 - 12)	1
Supporting Bereaved Teenagers	1
Supporting looked after children to better understand gaming and gambling related harms	1
Team Teach & Refresher	3
The Great Behaviour Breakdown for Foster Carers & Fostering Social Workers	2
Train the Trainer	1
Trauma-informed practice	3
Understanding of the application of the Dorset Graded Care Profile tool	8
Within My Reach - Facilitator Training	2
Youth Mental Health First Aid	3

Pan Dorset Safeguarding Children Partnership (PDSCP)	Number of courses
Multi-agency Working Together Initial (safeguarding children level 3)	45
Multi-agency Working Together Update (safeguarding children level 3)	55
Managing Allegations (BCP) ¹	5
Managing Allegations (Dorset)	5
Safer Recruitment	4
Safer Recruitment Update	4

¹ The PDSCP no longer runs managing allegations courses in BCP Council area

Supervision for Safeguarding Children	4
Annual Online Safety Champions Update	4
Child Exploitation Basic Awareness	4
Recognising and Responding to Child Sexual Abuse (intro level to CSA)	3
Foundation in Safeguarding Children – level 2	5
Missing, Exploited and Trafficked Children – level 3	3
Neglect	3
Safeguarding Children and Young People with SEND	3

Adult and Housing Services Courses	Number of courses
Court of Protection for Managers	2
Court of Protection for Social Workers	4
Dementia Tier 2	5
Developing Professional Curiosity	1
Domestic Abuse Level 3	4
Easy Read	1
Effective Communication	1
Essential Safeguarding Adult Skills	21
Good Recording	7
Infection Prevention and Control of Covid-19 when working with the public	2
Introduction to Motivational Interviewing	5
Level 5 Commissioning for Wellbeing	1
Loss and Bereavement Awareness	1
Moral Injury	1
Moving and Handling	3
Note Taking	2
Positive Risk Taking	2
Principles of Positive Behaviour Support	3
Resilience training for Social Care and housing services Practitioners	3
SA Annual Update	4
Section 117 Overview Training	2

Transitional Safeguarding	2
Whole Family Working	1
Working with People experiencing Controlling and Coercive Behaviour	6



Appendix B: Outcome-based accountability

Performance accountability helps us understand how well a service is working. Dorset Council is committed to an outcome-based accountability approach which seeks to answer three questions:

- How much did we do?
- How well did we do it?
- Is anyone better off?

QUANTITY

QUALITY

<p>How much did we do?</p> <ul style="list-style-type: none"> • Number of agreed training days/ events with provider • Number of participants who attended • Number of “no shows” <p>How well did we do it?</p> <ul style="list-style-type: none"> • % of participants who rated the training as “good” or better • % of participants who would recommend the course to a colleague • % who rated the quality of learning materials as “good” or better 	<p>Is anyone better off?</p> <p>Outcomes:</p> <ul style="list-style-type: none"> • From feedback – how the learning will be put into practice • Improved knowledge and understanding of subject areas • Improved confidence to be able to use learning in their work
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APPENDIX 2

Processing, Personal Data and Data Subjects

1. The Provider shall comply with any further written instructions with respect to processing by the Purchaser.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Set out the start and end dates of the Contract including any possible extension]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI]</i>

DORSET COUNCIL
 ADULT & COMMUNITY SERVICES and CHILDREN'S SERVICES DIRECTORATES

	<i>number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Service Users, Staff (including volunteers), students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it will be returned or destroyed]</i>

