



**INVITATION TO TENDER
FOR THE PROVISION OF
TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE FOR
CHILDREN AND YOUNG PEOPLE**

TAMWORTH BOROUGH COUNCIL

TENDER REFERENCE NUMBER: 15/05

DATE OF ISSUE: 18 MAY 2015

**SERVICE AGREEMENT: TIER 2 TAMWORTH EMOTIONAL WELLBEING SERVICE
FOR CHILDREN AND YOUNG PEOPLE**

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INSTRUCTIONS TO TENDERERS

1. Introduction

- 1.1 This Invitation to Tender (ITT) for the provision of tier 2 Tamworth Emotional Wellbeing Service for Children and Young People has been issued by Tamworth Borough Council (the "Council"), on behalf of Tamworth Strategic Partnership, as a competitive procurement process conducted in accordance with the Open Procedure under the Public Contract Regulations 2015. The completed Questionnaire together with the response to the Invitation to Tender will form the formal application for the Contract referred to above. For the Questionnaire and response to the Invitation to Tender to be considered the completed Questionnaire and Tender response must be returned by the due date and time set out at the end of the Instructions for Tenderers. Failure to return the completed Suitability Questionnaire (Schedule 5) and Tender responses will result in disqualification from the evaluation process. Late Questionnaires and Tender responses will not be considered and will be automatically disqualified.
- 1.2 Tamworth Strategic Partnership will provide funding for the provision of this Service to the value of £46,667 in year one (1) and £80,000 in year two (2) subject to Council requirements, the continuing availability of funding, satisfactory delivery of the Services and the agreement of both Parties.

2. Purpose and Scope of the Contract

- 2.1 The Council wishes to enter into a contract ("the Contract") for the provision of tier 2 Tamworth Emotional Wellbeing Service for Children and Young People. The Council is seeking competitive Tenders ("Tenders") from suitably qualified tenderers (Tenderer) in response to this Invitation to Tender ("ITT") with a view to establishing a Contract with a single contractor (the 'Contractor') for the provision of the aforementioned Service ("Service").
- 2.2 The term of the Contract shall be fixed for a period of 7 months commencing 1st September 2015 ending 31st March 2016 with an option to extend for a further one (1) year subject to Council requirements, the continuing availability of funding, satisfactory delivery of the Services and the agreement of both Parties.
- 2.3 The Services to be undertaken are those outlined in Schedule 1 – Specification.
- 2.4 The Price for the provision of the Services shall be as set out in Schedule 2 – Price & Rates and this will form part of the Contract between the Parties.
- 2.5 The Form of Tender is attached for completion by the Tenderer at Schedule 3.
- 2.6 Any Contract resulting from this ITT shall conform to the Draft Form of Contract as set out in Schedule 4.
- 2.7 Mandatory requirements and suitability related information to be completed by the Tenderer is attached as a Questionnaire at Schedule 5.
- 2.8 The Proposal Form is attached for completion by the Tenderer at Schedule 6
- 2.9 Evaluation Guidance may be found at Appendix 1.

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3. Conditions of Tender

- 3.1 Tenderers accept that by responding to this ITT and in the event their Tender is accepted, the Tenderer will enter into and execute a Contract in the form set out in this ITT document, and subject to the Terms and Conditions of Contract without amendment, deletion or addition. Terms and Conditions of Contract shall be as set out at Schedule 4 – the Draft Form of Contract.
- 3.2 Tenderers also accept that by responding to this ITT, they are accepting that the terms and conditions of the Tender and any subsequent Contract are in all circumstances fair and reasonable in all respects and the Contractor shall be bound by the Terms and Conditions of the Contract forthwith and with effect from the Commencement Date of the Contract.
- 3.3 The Council undertakes to consider all Tenders received in response to this ITT and in consideration the Tenderer agrees and accepts that any Tender submitted by the Tenderer shall remain open for acceptance for a period of ninety (90) days from the closing date for the receipt of Tenders, and shall not alter, amend, vary or withdraw without the prior written agreement of the Council.
- 3.4 The Council is not obliged or bound to accept the lowest or any Tender.
- 3.5 Tenders must include prices for all Services to be provided and any work to be undertaken in order to provide the Services as defined in the Specification. Alterations, variations or qualifications must not be made to the Specification by the Tenderer, unless signified as acceptable in the Tender documentation, without first obtaining the prior written consent of the Council. Where such alterations, variations or qualifications are permitted then, unless otherwise agreed in writing by the Council, the Tenderer must provide prices for both the original and the revised Specification.
- 3.6 The Tenderer warrants that in the event that its Tender is accepted by the Council and a Contract is established, it has, and shall continue for the valid term of the Contract to ensure that it will commit sufficient resources, materials, finances, adequately and appropriately trained and skilled employees as are necessary in order for the Contractor to provide the Services in accordance with the provisions and standards set out in the Specification and the Contract.
- 3.7 Tenderers should be aware that information supplied in any submission to the Council may be disclosed to third parties who make a request in writing under the Freedom of Information Act 2000. The FOIA requires the Council to confirm whether it holds the information requested by the third party and to provide copies of the information unless the information is wholly or partially exempt from disclosure. The statutory exemptions include information supplied in confidence or which is commercially sensitive. Whether the information is exempt is for the Council to decide but the Council shall not unreasonably disclose information. The Information Commissioner may be the ultimate decision-maker on whether information is exempt. Prospective Tenderers should make themselves aware of the implications of the FOIA. The Information Commissioner's website (<http://www.ico.gov.uk/>) provides further guidance on the FOIA.

4. Issue of Further Information

- 4.1 The Council expressly reserves the right to issue further instructions and clarifications and to alter and amend any of the documents comprised in this ITT up to the final date for receipt of tenders.
- 4.2 Should the Tenderer have any queries requiring clarification prior to the submission of their Tender in respect of any part of the Tender Documentation, they must submit a

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written request via the correspondence facility on in-tend. Any such requests must be made in writing at least forty-eight (48) hours prior to the submission return time and date deadline. Queries and/or requests for clarification will NOT be answered after the 2 day deadline. Replies will be sent to all Tenderers as a Clarification Notice via in-tend, although the anonymity of the person raising the query will be maintained.

- 4.3 A Tenderer will be deemed for all purposes connected with the Tender and the Contract to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Services associated with undertaking of the Services outlined in the specification. The extent of the resources, personnel and any equipment which may be required to fully provide the Services and any other matter which may affect its Tender shall be deemed to be understood by the Tenderer. The Tenderer shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) the Council shall not make any payments to the Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Council to the Contractor in respect of the Services by reason of the Specification being different to that envisaged by the Tenderer or otherwise.

5. Pricing

- 5.1 All Prices shall be exclusive of Value Added Tax but must include all charges, costs, disbursements and expenses (including, without limitation, all costs and charges for labour, parts, materials, travelling and other expenses, all relevant taxes, other than Value Added Tax, duties and other relevant and applicable sums).
- 5.2 Prices and Rates submitted shall be evaluated in conjunction with the Service Delivery Plan (Appendix A) as set out in the Evaluation Guidance (Appendix 1).

6. Information Required with Tender Submission

- 6.1 Where specified in the ITT document, Tenderers **MUST** provide their responses in the order and manner requested. It is not sufficient to merely state that the Tender is "compliant" with the requirement/service specification stated.
- 6.2 Tenderers **MUST** complete the Questionnaire at Schedule 5. Information provided shall be used to determine the suitability of the Tenderer to provide the Services. Further details are provided at Schedule 5.
- 6.3 Tenderers **MUST** supply details of how they will provide the Services and fulfil the requirements in the Specification at Schedule 1 by completing Schedule 6. Further information on the details to be provided and how this will be scored are provided in the Evaluation Guidance at Appendix 1.
- 6.4 The Tenderer **MUST** complete Schedule 2 – Price & Rates of this ITT document and the Form of Tender at Schedule 3 based upon the requirements in the Specification at Schedule 1. The Price & Rates shall form Schedule 2 to any subsequent Contract awarded. The prices submitted by the Tenderer shall be fixed for the term of the Contract.
- 6.5 Tenderers **MUST** indicate if any of the processes, Services or Work (or any parts thereof) are to be sub-contracted and state the sub-contractors that the Tenderer is proposing to use. The Council shall have the right to require that the Tenderer provides further commercial and technical details related to the sub-contractor(s) at the discretion of the Council, and the Tenderer shall be obliged to provide such details as may be requested.

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7. Award Process

- 7.1 All Tenders will be verified to ensure that all of the details and information requested has been provided.
- 7.2 The evaluation process aims to identify the most economically advantageous Tender. The successful Contractor will be selected on this basis and the Contract awarded. As stated in paragraph 3.4 above, the Council is not obliged or bound to accept the lowest or any Tender.
- 7.3 The criteria to be used by the Council in the evaluation process will be those set out below which include:

ITEM	CRITERIA	WEIGHTING
1	Service Delivery Model	50%
2	Knowledge and Experience	20%
3	Quality and Management	25%
4	Social Value	5%

A more detailed breakdown of how Tenders will be scored may be viewed at Appendix 1, Evaluation Guidance.

- 7.4 Tenderers **MUST** provide sufficient written evidence to the Council in their Tender submission to fully demonstrate their skills and experience in relation to the above items in line with key deliverables identified in Schedule 1.
- 7.5 The Council reserves the right not to provide information acquired during or as a result of undertaking the evaluation process where, in the reasonable opinion of the Council (which shall be final) the provision of such information may compromise commercial confidentiality.
- 7.6 Indicative Timetable

18 th May 2015	ITT posted on in-tend e procurement system & Contracts Finder
19 th June 2015 at 14:00 hours	Tender submission deadline
w/c 22 June 2015 / w/c 29 June 2015	Evaluation of bids/Clarifications
w/c 6 th July 2015	Contract Award notices posted on in-tend
w/c 6 th July 2015	Meetings with successful Tenderer
w/c 13 th July 2015	Contract Signature(s)
1st September 2015	Service commencement

8. Disqualification of Tenders

- 8.1 The Council reserves the right to disqualify Tenders received where the Tender:
- a) does not comply with the Specification or any other conditions as stated in the ITT document; and/or

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- b) does not include all documentation requested/required by the Council as stated in the ITT document; and/or
- c) requires or implies any variation to the terms and conditions of the Contract as set out in the ITT document; and/or
- d) includes prices which are stated in the Tenderer's Tender as being subject to variation or are uncertain, imprecise or not presented in the form prescribed in the ITT document; and/or
- e) is delivered late due to any reason whatsoever. It is the sole and absolute responsibility of the Tenderer to ensure that its Tender response is made electronically by the due date and time specified in the ITT document.

9. Commercial & Technical Contacts

- 9.1 Any correspondence of a commercial nature related to this Invitation to Tender (including Tender procedures, terms and conditions of contract, etc) must be directed through the correspondence facility on the in-tend website and be addressed to:

Mr David Onion
Corporate Procurement Officer
Tel: 01827 709371

Any e-mail correspondence relating to this invitation to tender must be directed through the in-tend website. The telephone number should only be used in relation to problems described at 10.5 below.

- 9.2 Any correspondence of a technical nature related to this Invitation to Tender (including Specification etc) must be directed through the correspondence facility on the in-tend website and be addressed to:

Mrs Karen Adderley
Head of Partnerships and Commissioning

10. Tender Returns

- 10.1 The Council must receive the Tenderer's fully priced Tender by the return time and date specified at 10.4 below.

LATE RETURNS WILL NOT BE ACCEPTED AND WILL BE AUTOMATICALLY DISQUALIFIED

- 10.2 Tenders **MUST** be submitted electronically using the 'Submit my Return' function on the in-tend website at <https://in-tendhost.co.uk/tamworthbc> in either PDF format or in a format which is compatible with Office 2003. Tenders submitted by any other means will not be considered, unless otherwise directed, and will be disqualified.
- 10.3 Electronic links to other websites, or similar, where completed Tender or associated documentation may be viewed or downloaded by the Council will not be accepted.
- 10.4 Tenders, together with any supporting documentation, **MUST** be received electronically at the in-tend portal by no later than:

14:00 HOURS ON FRIDAY 19 JUNE 2015

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- 10.5 Late receipt of electronic documentation will result in the disqualification of the submission. Tenderers are advised, wherever possible, to submit their documents electronically well before the submission deadline as submissions attempted close to the deadline may experience delays and may result in some Tender documentation not being received and accepted. Any problems uploading submissions **MUST** be reported to and received by the Commercial Contact, listed at 9.1 above, before the submission deadline. Where Tenderers are unable to upload their submission and the report of the problem is received after the submission deadline, this will result in the disqualification of the submission. The Council accepts no liability of any kind for any submissions that are incorrectly or not delivered. It is the Tenderer's responsibility to ensure that their Tender documentation is submitted electronically before the closing date and time indicated at paragraph 10.4 above.

SCHEDULE 1. SPECIFICATION

1.0 Service Summary

1.1 Introduction and Context

Tamworth Strategic Partnership have identified that the Emotional Wellbeing and Mental Health of Children and Young People (CYP) is a key priority. Over the next 2 years, they would like to focus on improving outcomes for children and young people who are likely to be affected by emotional wellbeing and mental health issues, and would like to explore opportunities that offer early intervention and prevent the escalation of difficulties that may later require specialist intervention.

a) Presenting Need

Both national and Tamworth locality data would indicate that the numbers of children and young people experiencing emotional wellbeing/mental health difficulties is increasing.

Table 1: Indicates likely prevalence of CYP affected by Tier 1 to Tier 4 issues in the Tamworth Borough and prevalence data within specific High Schools.

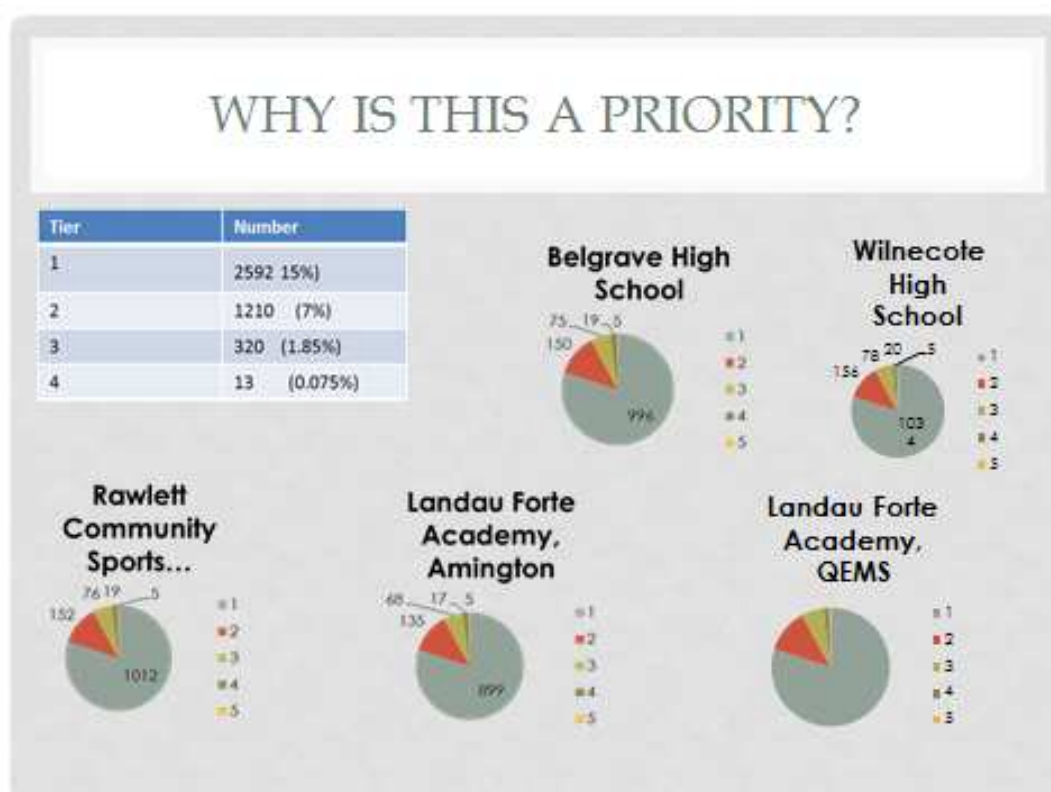


Table 2: Indicates number of referrals to Tier 3 Community CAMHS

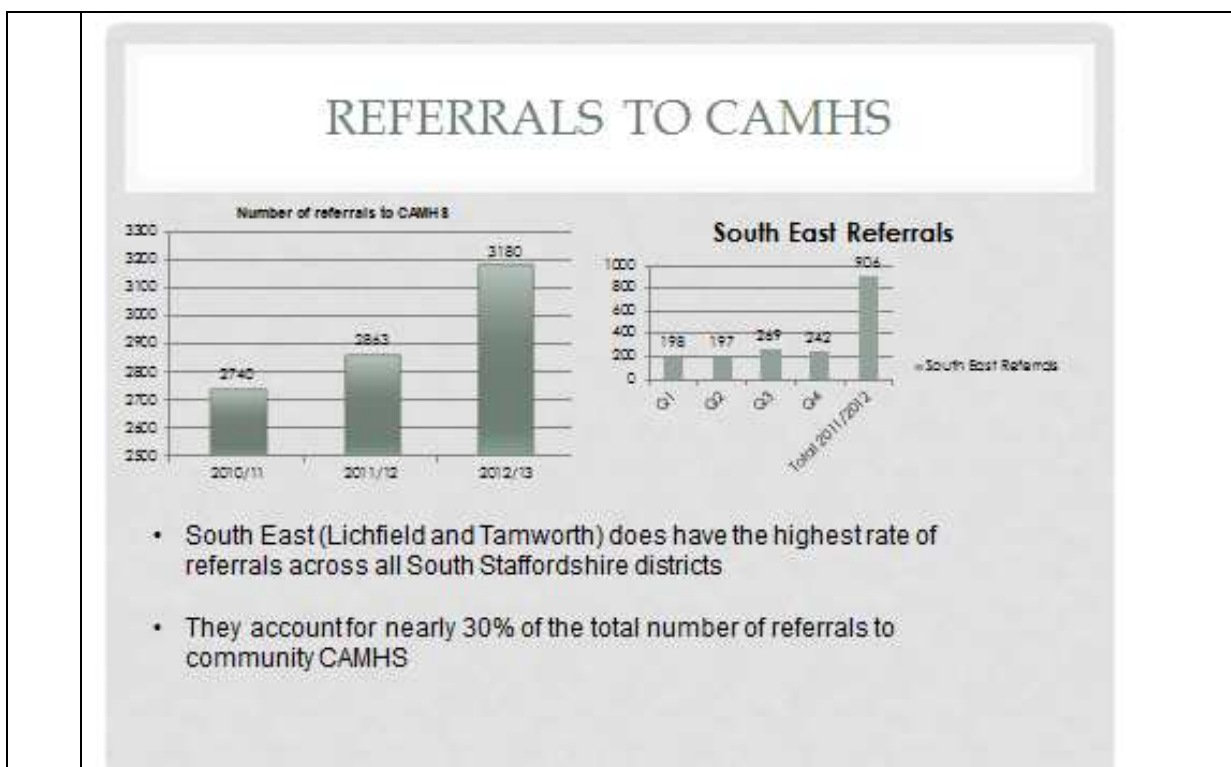
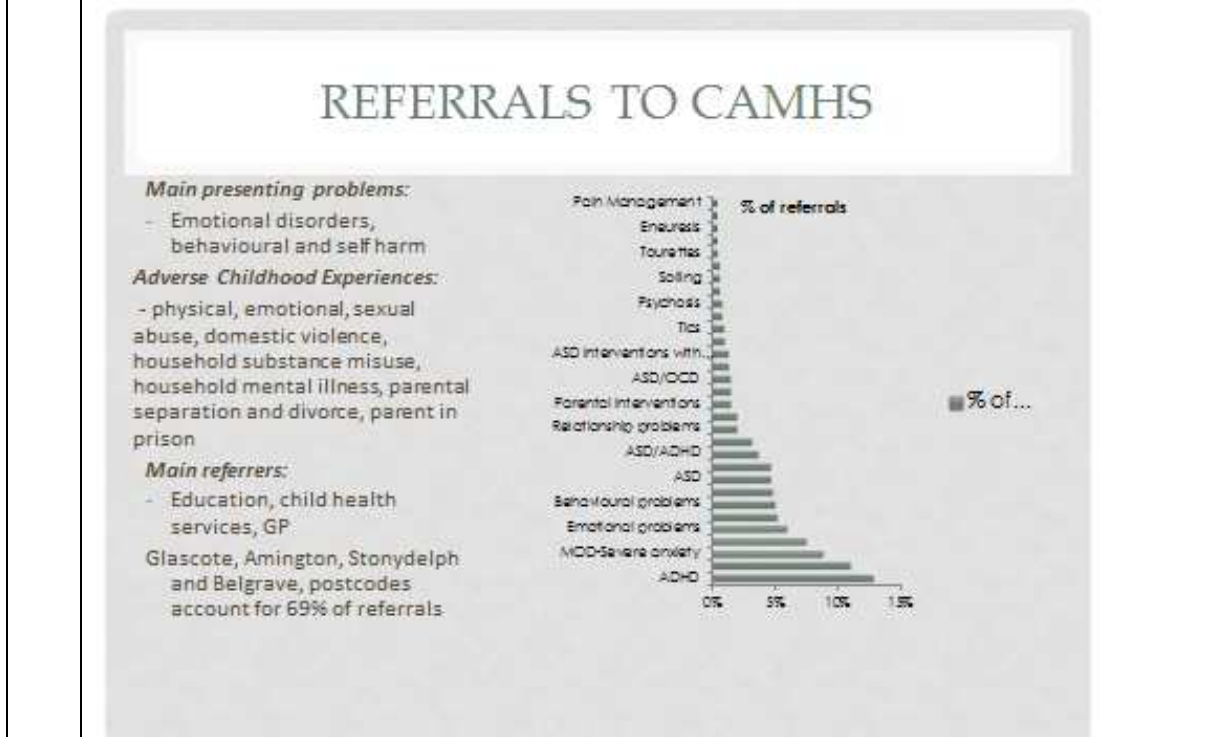


Table 3: Indicates reasons for access to Tier 3 Community CAMHS



The above information clearly highlights that the demand for Tier 3 community CAMHS is high and that a different approach is required to reduce the numbers of children and young people who need to access these types of services. It is also recognised that the current offer of Tier 2 provision across Tamworth could be significantly enhanced. Therefore it is proposed that this new service will achieve this.

1.2	Aims and Objectives of the Service
	<p>a) To provide a consultation, advice, training service to designated professionals* working with children and young people in Tamworth Borough</p> <p>b) To provide brief, therapeutic interventions to support children and young people experiencing Tier 2 (mild/moderate difficulties) with their emotional health and wellbeing.</p> <p>c) To reduce the need and numbers of children and young people requiring a specialist response from Tier 3 Community CAMHS</p> <p>d) To enhance the confidence, skills and capability of professionals to offer effective and practical support to children, young people and young adults</p> <p>e) To aid the transition of young people/young adults who are identified as vulnerable to emotional difficulties, from primary to high schools, and from high schools to colleges</p> <p>f) The Service is being commissioned to enhance and complement the existing offer of Tier 2 interventions locally</p> <p>g) To prioritise the following vulnerable groups for consultation, advice and training, and the offer of brief intervention:</p> <ul style="list-style-type: none">• Children, Young People and Young Adults who are likely to or who are experiencing difficulties with transition between school environments and also transition points in the Higher Education College setting.• Children and Young People who are not in education, training or employment• Children and Young People who are at risk of, or who are experiencing sexual exploitation• Children and Young People who are at risk of or who are actively self harming• Children and Young People who may sit between both Tier 2 and Tier 3 community emotional wellbeing/mental health services• Children and Young People who are identified in the BRFC Phase 2 Programme <p>*For this Contract, such professionals will be limited to school, college staff, Tamworth Policing Team and BRFC lead professionals</p>

1.3	Strategic and Operational Outcomes
	<p>The Service WILL contribute to a number of strategic outcomes that have been pre-defined both nationally and locally.</p> <p>These are:</p> <p>Health and Wellbeing Board Five Year Plan 2013-18: Living Well in Staffordshire.</p> <p><u>Vision:</u> Staffordshire will be a place where improved health and wellbeing is experienced by all. It will be a good place to live. People will be healthy, safe and prosperous and will have the opportunity to grow up, raise a family and grow old, as part of strong, safe and supportive communities.</p> <p><u>Specific aim (children):</u> Improving children's health and wellbeing from neonatal to 19 years.</p> <p>Staffordshire County Council's Strategic Plan 2013-2018. With a particular focus on the following:</p> <ul style="list-style-type: none">• Staffordshire's economy prospers and grows, together with the jobs, skills, qualifications and aspirations to support it;• Staffordshire is a place where people can easily and safely access everyday facilities and activities through the highways and transport networks;• In Staffordshire's communities vulnerable people are able to live independent and safe lives, supported where this is required;• Staffordshire's children and young people can get the best start in life and receive a good education so that they can make a positive contribution to their communities;• Staffordshire is a place where people live longer, healthier and fulfilling lives;• Staffordshire is a place where people can live safely - increasingly free from crime, the causes of crime and the fear of crime;• Staffordshire's communities can access, enjoy and benefit from a range of learning, recreational and cultural activities;• Staffordshire's people are involved in shaping their quality of life. <p>http://www.intra.staffordshire.gov.uk/ppp/planning/stratplan/Strategic-Plan-2013-18.aspx</p>

**Staffordshire Children & Young People's Commissioning
Strategy 2012-17:**

- **Safe: We will keep children and young people safe and support families to do so.**
 - Children and young people are protected and cared for.
 - Children and young people are safe and feel safe in their home environment, at school and in their community.
 - Families, parents and carers are supported when support is required.
 - Children and young people are safe from accidental injury and death

- **Achieve: We will raise aspirations, achievements and opportunities.**
 - Children and young people achieve their learning and development potential.
 - Children and young people have a positive view of themselves.
 - Young people develop into skilled, responsible and independent adults.
 - Children and young people have great aspirations for themselves.
 - Young people are able to move into employment.

- **Healthy: We will improve physical and mental health and promote healthy lifestyles.**
 - Children and young people are able to access the education and support they need to maintain and improve their health.
 - The impact of poverty on children and young people is reduced.
 - Health inequalities are reduced, particularly in respect of infant deaths and teenage pregnancies.
 - Children and young people who need more help are well-supported.

- **Enjoy: We will support children and young people to enjoy their lives, have a sense of wellbeing, have friendships, places to go and things to do.**
 - Children and young people enjoy their lives and have access to positive and affordable activities to thrive.
 - Children and young people are able to live in an economically secure environment and access the experiences that matter to them.
 - Children and young people have loving and caring relationships with family and friends.
 - Children and young people are listened to and able to influence the way that services and support are provided in their communities.

Staffordshire County Council Adult Mental Health Strategy

Key Priorities:

- We will ensure that people get the right response to their mental health needs 24 hours a day, 7 days a week

- We will reduce the stigma and discrimination associated with mental illness
- We will build on the strengths that exist in our communities so they can make a difference to the wellbeing of the people around them
- We will make sure that those people at the risk of developing a mental illness understand when and how to find the right support
- We will intervene early when there is a problem
- We will increase the number of people with lived experience of mental illness across our workforce and build networks of peer support
- We will drive innovation and maximise the use of technology and social media
- We will increase the number of people with a mental illness in paid work or volunteering
- We will ensure that people are supported to access accommodation
- We will ensure the emotional wellbeing of people is managed alongside their physical health problems
- We will ensure that the physical health needs of people with severe mental illness are met
- We will support and encourage people with a mental illness to move forward, set new goals and develop relationships that give their lives meaning
- We want to reduce the incidence of suicide.

<http://preview.staffordshire.gov.uk/health/care/CommissioningStrategies/Mental-Health-Strategy-Booklet-2014.pdf>

No Health without Mental Health (2011)

The Service shall be expected to contribute to the following outcomes as defined by the above all age strategy:

- More people will have good mental health
- More people with mental health problems will recover
- More people with mental health problems will have good physical health
- More people will have a positive experience of care and support
- Fewer people will suffer avoidable harm
- Fewer people will experience stigma and discrimination

Closing the Gap: Priorities for essential change in mental health (2014)

The Service shall give consideration to and will be guided by some of the 25 priorities as detailed within this document

	<p>Service Specific Outcomes</p> <p>Outcomes specific to the Service include:</p> <ul style="list-style-type: none">• An improved emotional health and wellbeing• An increased family and educational stability as a consequence of joint working• A reduction in lifelong distress as a result of emotional/mental ill health <p>Tamworth Strategic Partnership Outcomes</p> <p>1. To Aspire and Prosper in Tamworth</p> <p>To create and sustain a thriving local economy and make Tamworth a more aspirational and competitive place to do business.</p> <p>2. To be Healthier and Safer in Tamworth</p> <p>To create a safe environment in which local people reach their full potential and live longer, healthier lives.</p> <p>http://www.tamworth.gov.uk/sites/default/files/misc_docs/Annual-Review-Corporate-Plan-15to16.pdf</p>
1.4	Interdependence/Pathways with other Services/Providers
	<p>The Service will be expected to work in a holistic manner taking into account the whole needs of the child/young person/young adult. Therefore, positive and ongoing partnerships will need to be established with the following services/providers:</p> <ul style="list-style-type: none">• Families First – Safeguarding Services• Families First – Local Support Teams• South Staffordshire and Shropshire NHS Healthcare Foundation Trust• North Staffordshire Combined Healthcare NHS Trust• Community Paediatrics• Educational Psychology• Education Settings• Autism Services• School Nursing Teams• Community Nursing Team• Intensive Prevention Services• Sustain• Adult Mental Health• Crisis team.• Voluntary, Community and Universal Services• GP's

2.0	Service Principles
2.1	Overarching principles:
	<p>Promote children's wellbeing, enabling children to have a good childhood and ensure a solid foundation for their future wellbeing as adults.</p> <p>Ensure that the most vulnerable children and young people across Staffordshire are safe, healthy, achieve and enjoy.</p> <p>Maintaining choice and control even for the most vulnerable by working with them in their own locality to develop resilient children and young people who cope with adversity.</p>
2.2	Principles Underpinning the Service
	<p>Children and young people live in families and a family-centric approach is required in order to maximise the benefit of any intervention.</p> <p>The Service shall work in a way which recognises that:</p> <p>The Welfare and needs of children and young people are paramount.</p> <p>The Service will work with families and partner agencies to improve outcomes for children and young people.</p> <p>Service users will be treated fairly regardless of ethnicity, religion, gender, sexuality or disability and according to the Equalities Act (2010)</p> <p>Young people and their families are fully involved and engage in their own health care plans.</p> <p>Children, young people and their families and carers feel welcome in the Service</p> <p>Enhances social integration into community and universal provision</p> <p>Work closely with networks around the child, young person their families and other agencies</p> <p>Support staff to ensure they can deliver high quality care utilising a range of evidenced based practices.</p> <p>Deliver services in line with best clinical and professional practices</p> <p>Deliver a safe and high quality service for children, young people and their families and carers.</p>

	<p>Children and young people have a right to confidentiality</p> <p>The Service shall be non stigmatising, and pro-actively challenge stigma and discrimination associated with emotional/mental health.</p>
2.3	Service Standards
	<p>It is expected that where particular therapies are offered that the Contractor is aware of the guidance and service standards that must apply when carrying out this type of therapy. This may include (but is not limited to):</p> <ul style="list-style-type: none">• Adherence to NICE (National Institute of Clinical Excellence)• Registration with HCPC (Healthcare Professionals Council)• The Contractor shall ensure all staff who provide the Services under the Contract shall have undertaken appropriate training and are qualified to deliver the interventions and therapies
2.4	Service Model
	<p>The partnership is seeking to commission a blended model of training, advice, consultation and brief interventions.</p> <p>1) <u>Training, Advice and Consultation</u></p> <p>This element of the service model must provide a “first port of call” for the following professionals only:</p> <ul style="list-style-type: none">• High School Staff• College Staff• BRFC Lead Professionals• Tamworth Police <p>It is expected that this part of the Service will offer advice and guidance to these professionals, on a range of issues relating to the emotional wellbeing of the children, young people and young adults they are working with. The Service should be able to offer practical advice and solutions that professionals can undertake directly with children, young people and young adults, so as to avoid the need for any potential further intervention from higher tier and specialist services.</p> <p>It is expected that where a need for brief intervention may be required that this part of the Service will offer a triage, and/or recommendation for a referral to a particular brief intervention within the community.</p> <p>It is expected that this part of the Service can support referrals directly to CAMHS Tier 3 settings, when this is deemed appropriate.</p>

	<p>2) Brief Interventions</p> <p>This part of the Service is expected to deliver brief, therapeutic interventions to children and young people, who have been referred by the advice, consultation and training function above. Professionals (defined earlier) may also refer directly following advice from the advice and consultation function.</p> <p>It is expected that the Service can offer a range of therapies but must offer at least 1 therapy within the following categories:</p> <ul style="list-style-type: none">a) <u>Talking Therapies</u> - including (but not limited to), Cognitive Behavioural Therapy, Counselling, Psychotherapy, Group Therapyb) <u>Creative Therapies/Activities</u> – including (but not limited to), Art Therapy, Drama Therapy, Music Therapy, Animal Assisted Therapy, Outdoor Activities <p>Sessions must be time limited, and its expected that the average number of sessions offered to each child, young person, young adult will be six (6)</p> <p>The service model must include a process for tracking, and reporting on outputs and outcomes for each child and young person/young adult.</p> <p>The Contractor must ensure that:</p> <ul style="list-style-type: none">a) Staff involved in the model are appropriately qualified and skilled to deliver advice, consultation, training and brief therapeutic interventionb) Staff receive regular (minimum monthly) clinical and line management supervisionc) Staff have a current and satisfactory DBS certificated) The brief therapeutic intervention to be offered is evidence-based, and has previous success of achieving positive outcomes for children, young people and young adults <p>The Contractor will be expected to detail the full service delivery model within their submitted tender.</p>
2.5	Delivery Times
	<p>The Service will be operated flexibly in accordance with the needs and support plans of the child/young person or young adult. It is anticipated that principal delivery hours of the Service will be 9:00 to 5:00pm. Flexibility must be offered for those who wish to be seen after these hours; therefore some evening work may be required.</p> <p>The Contractor shall operate the service for 52 weeks per year, and will continue to work/offer support outside of the school term.</p>

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2.6	Contract Area / Geographical Coverage
	<p>The Service will be expected to be offered to children, young people and young adults from Tamworth Borough.</p> <p>Where a child, young person or young adults home address is outside of Tamworth Borough, they will be accepted to the Service if:</p> <ul style="list-style-type: none">a) They attend a Tamworth Borough Schoolb) Are registered at a GP address in Tamworth Boroughc) Are living with a close family member in Tamworth Borough <p>The Contractor is expected to operate an Outreach Model of support working proactively within the community of Tamworth Borough. The Contractor(s) must have a lone working/home working/outreach policy that is submitted with their application.</p> <p>Where face to face sessions for consultation, advice, training or brief therapeutic intervention is required, these must take place in the Tamworth Borough (some therapeutic interventions may be provided locally outside the borough). Facilities are available within school settings supporting minimal disruption to children at school, Multi Agency Centres in schools and the two Children’s Centres, namely Glascote Centre and Leyfields Centre.</p> <p>When a child/young person/young adult moves out of Tamworth Borough and still requires support, the Service must facilitate this transition.</p>
2.7	Service Numbers
	<p>As a minimum the Contract would expect the following service outputs performance indicators/ per annum:</p> <ul style="list-style-type: none">a) 150 referrals for brief therapeutic intervention (individual)b) 10 group work sessions for specific identified issuesc) 75 consultation/advice sessions for professionalsd) 20 training sessions for professionals (minimum 1\2 day length) <p>Final performance indicators/service outputs will be provided to the successful Tenderer.</p>
2.8	Premises
	<p>As an outreach model is required for this Service – funding will not be allocated to building/premises costs</p>

2.9	Meetings
	Staff within the Service may be asked, from time to time, to attend and share relevant information at a range of meetings, or send appropriate representation if they are unable to attend. These can include (but are not limited to): <ul style="list-style-type: none">• Core Group meetings;• Child/Adult Protection Conferences;• Team Around the Child (TAC/ Team Around the Family (TAF) meetings;• Local Support Team (LST) allocation meetings;• Multi Agency Risk Assessment Conference (MARAC)• CAMHS Team Meetings
3.0 Access & Referrals	
3.1	Eligibility criteria
	<p>Children, young people, young adults aged between 11-18 may be offered brief intervention if they are affected by the following (but not limited to):</p> <ul style="list-style-type: none">• self-esteem/assertiveness;• anxiety and depression;• attachment and bonding;• bereavement/loss;• friendships/relationships;• parental separation;• bullying/trauma;• problem solving;• anger management;• fears and worries;• behaviour management;• eating difficulties,• self harming <p>Professionals (as defined earlier) may seek advice, guidance and training on any of the above issues. Service users (children, young people and young adults) eligible to access this Service will only be referred from those Professionals identified in 2.4.</p> <p>Children, young people and young adults residing or attending a school/college in Tamworth Borough.</p> <p>In addition, children aged 10 and 11 and young adults aged 15-18 will be limited to those that are only considered to be at risk of emotional difficulties as a result of transition to either high school/college. These pupils/students will be identified by school staff.</p>

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3.2	In-eligibility criteria
	<p>Children aged 10 and 11 and young adults aged 15-18 who experience emotional difficulties but this is not as a result of transition to either high school/college.</p> <p>Children, young people and young adults who have emotional difficulties as a result of school exclusion.</p> <p>Children, young people and young adults who require a Tier 3 Intervention.</p>
3.3	Service Exclusions:
	<p>Universal Services Tier 4 Specialist Services Medical prescribing Services</p>
3.4	Initial Assessment & Appointment
	<p>All children, young people and young adults requiring brief intervention from this Service will be required to undertake an initial assessment that will inform planning, and goals to be achieved during therapy/intervention.</p> <p>Initial assessment must take place within 10 working days of the referrals being made.</p> <p>Confirmation and acknowledgement of the all referrals must be made to the referrer and service users no later than 3 working days of receipt of the referral.</p> <p>The Contractor will be required to communicate and feedback to the referrer at appropriate intervals and at the end of any therapy/intervention ensuring if appropriate an agreed plan and continuity of support for the service user.</p>
3.5	Care Plan
	<p>All children, young people and young adults receiving brief intervention must have a care plan, detailing goals and outcomes to be achieved during therapy/intervention</p>
3.6	Inappropriate Referrals
	<p>Inappropriate referrals to the brief intervention element of the Service must be recorded and reported in performance data.</p>

3.7	Did Not Attend (DNA) Policy
	<p>The Service must operate a DNA policy that will offer further appointments, and make efforts to re-engage the child/young person through telephone contact, letters, contact with referrers (if appropriate)</p> <p>Consistent failures to attend appointments or engage with the Service must be discussed with the school/referrer, and appropriate action sought to re-engage or plan an exit from the Service.</p> <p>Where there is child protection concerns related to non-attendance, the Service shall follow the Staffordshire County Council child protection route/guidelines.</p>
4.0 Exit/Transition Arrangements	
4.1	Exit/Transition Arrangements into Adult Services
	<p>The Contractor in consultation with the child/young person will ensure that there is a planned arrangement and programme in place for exit from brief interventions. This may include transition to Tier 3 intervention, or universal services and also communicated to referrer.</p>
5.0 Legislative Framework	
5.1	Health and Safety/Risk Assessment
	<p>The Contractor will be responsible for their own and others health and safety. They will be required to:</p> <ul style="list-style-type: none"> • Complete appropriate individual risk assessments and risk management plans for children and young people who may present with behaviours that compromise their own or others safety. • Comply with premises and community venues Health and Safety procedures. • Complete relevant accident and injury records where necessary. • Ensure a lone working policy where applicable is implemented to ensure the welfare of staff.
5.2	Safeguarding
	<p>The Contractor shall ensure that they abide by the policies and procedures developed and agreed by the Staffordshire Safeguarding Children Board (SSCB). They shall also work to the guidance provided in Working Together to Safeguard Children (2013), and abide by sections 10 and 11 of the Children Act 2004 and responsibilities under the Children Act 1989.</p>

	Any issues relating to child protection for open or referred cases within the Service will be reported and dealt with in line with the policies and procedures above.
5.3	Restrictions
	The Contractor, and all staff, agents and sub-contractors will be exempt from the Rehabilitation of Offenders Act 1974
6.0 Outcomes, Performance & Quality	
6.1	Outcomes
	<p>Outcomes for the Service are:</p> <ul style="list-style-type: none"> • Improved emotional/mental health and wellbeing • Increased family and educational stability as a consequence of joint working • A reduction in lifelong distress as a result of emotional/mental ill health <p>Individual outcome measures relating to the provision of brief intervention will be required to be measured and reported. As a minimum, children, young people and young adults must complete an individual outcome measure before, during and after brief intervention. There are various outcome measurement tools available, and this specification will not determine which tools should be used.</p> <p>The Contractor will detail which outcome measuring tools they will use for this Service, in their Tender.</p> <p>Outcomes/Outputs relating to the offer of advice, consultation and training will also be recorded and reported at regular intervals. In particular, the Service must be able to evidence:</p> <ul style="list-style-type: none"> • Children, young people and young adults who have not had to access therapy as a result of giving advice, consultation and training to professionals • Outcome of the consultation/advice <p><u>Social Value</u></p> <p>Social Value as defined in the Social Value Act 2012.</p> <p>The Contractor will be expected to contribute to social value where possible through the provision of this Service. Examples of social value may include the following:</p> <ul style="list-style-type: none"> • Providing additional opportunities for individuals or groups facing greater social or economic barriers.

	<ul style="list-style-type: none"> • Creating skills training and volunteering opportunities • Creating employment opportunities for the long term unemployed or NEET's • Offering work placements to young adults <p>Offering support, sharing knowledge and expertise about their discipline with local people, supporting/promoting community awareness of key issues, conducting consultations/capacity building</p>												
<p>6.2</p>	<p>Performance Reporting/Payment Schedule Year 1</p>												
	<p>The Contractor will be expected to provide performance reports indicating progress against the performance indicators, which will be reported to the Tamworth Strategic Partnership Board.</p> <p>The Contractor will also be expected to meet with the Council representative to discuss the performance report following its submission to evaluate performance, areas for improvement and that quality is being maintained.</p> <p>Performance reports will be required to be submitted to the Council representative as per the schedule below (performance reporting template to be provided to The Contractor upon award).</p> <p>Performance Reporting Schedule / Payment Schedule Year 1</p> <p>Invoices for each performance period MUST be submitted in a timely manner following the Performance Report due date as set out below.</p> <table border="1" data-bbox="384 1352 1155 1765"> <thead> <tr> <th>Payment Date</th> <th>Performance Report Due Date</th> <th>Performance Period</th> </tr> </thead> <tbody> <tr> <td>3rd December 2015</td> <td>16th November 2015</td> <td>1st September – 31st October 2015</td> </tr> <tr> <td>4th February 2016</td> <td>18th January 2016</td> <td>1st November – 31st December 2015</td> </tr> <tr> <td>28th April 2016</td> <td>11th April 2016</td> <td>1st January – 31st March 2016</td> </tr> </tbody> </table> <p>Year 2 to be agreed subject to Council requirements, the continuing availability of funding, satisfactory delivery of the Services and the agreement of both Parties.</p>	Payment Date	Performance Report Due Date	Performance Period	3 rd December 2015	16 th November 2015	1 st September – 31 st October 2015	4 th February 2016	18 th January 2016	1 st November – 31 st December 2015	28 th April 2016	11 th April 2016	1 st January – 31 st March 2016
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7.0	Information & Information Governance, Complaints, & Service User Involvement
7.1	Information and Consent to Share
	<p>Information Recording</p> <p>The Contractor will be required to record and maintain case records in accordance their policies. Appropriate recording/ICT systems to gather relevant data such as referral dates, attended appointments, case recordings and decisions must be in place.</p> <p>The Contractor will be expected to collate information relating to the referral/request for support including (but not limited to):</p> <ul style="list-style-type: none"> • Date of Referral/Request for Support • Reason for Referral/Request for Support • Postcode of Home Address/Name of agency requesting support • Age of child, young person, young adult <p>Such records will be kept for a period of 6 (six) years.</p> <p>Consent to Share Information</p> <p>The Contractor must understand that children and young people who receive support from them have the right to confidentiality, and the limits that apply when a child/young person’s discloses risk of harm to themselves or others.</p> <p>Permission must be sought from the child/young person and their parent/carer (where applicable) to share information where it is considered to be in their best interests. The Contractor will adhere to the Fraser Guidelines when assessing competency to consent.</p> <p>The Contractor will discuss confidentiality and consent to share with the child/ young person and/or parent/carer during the assessment process.</p>
7.2	Service User Involvement
	<p>The Contractor must engage with service users at regular intervals In the design, delivery and evaluation of the Service.</p> <p>Service user feedback must be reported at the performance meetings.</p>

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7.3	Complaints
	<p>The Contractor shall commit to providing the best possible Service. All complaints will be investigated by the Contractor and action where necessary will include putting things right if something has gone wrong.</p> <p>All complaints must be reported on the performance reports.</p>

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SCHEDULE 4. DRAFT FORM OF CONTRACT

THIS AGREEMENT is made the day of 2015

BETWEEN

(1) TAMWORTH BOROUGH COUNCIL whose address for service is Marmion House, Lichfield Street, Tamworth, Staffordshire, B79 7BZ ('the Council')

and

(2) **Insert Name and Address** (' the Contractor')

INTRODUCTION

- (A) The Council placed an Invitation To Tender (ITT) **Insert date** on the Council's In-tend website seeking applications for funding from potential Contractors for the provision of Services.
- (B) The Contractor submitted its application on **Insert date** in response to the Service Outline.
- (C) On the basis of the Contractor's application, the Locality Commissioning Hub selected the Contractor to enter an agreement to provide the proposed Service.
- (D) This Agreement sets out the award procedure for the commissioned Service and the obligations of the Contractor during and after the term of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

Agreement Means the legally binding arrangement made between the Council and the Contractor;

Audit Means an examination of records and/or financial accounts relevant only to the provision of the Services under this Agreement to check their accuracy pursuant to Clause 8

Auditor Means the person or persons appointed by the Council to conduct the Audit;

Breach of Contract A material breach of the terms of this Agreement by either

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	Party.
Commercially Sensitive Information	Means any Confidential Information comprised of information:- (a) which is provided in writing by the Contractor to the Council in confidence and designated as Commercially Sensitive Information; and/or (b) that constitutes a trade secret
Locality Commissioning Hub	The decision-making body that appraises and agrees services provided to the public
Confidential Information	Means:- (a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including (but not limited to) information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and sensitive data within the meaning of the Data Protection Act; and (b) the Commercially Sensitive Information
Council	The Borough Council of Tamworth
Default	Any material breach of the obligations of either Party or any default, act, omission, negligence, or misstatement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such a Party is liable to the other.
Data Protection Act	Means the Data Protection Act 1998 (as amended) and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
Environmental Information Regulations	Means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
FOIA	Means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
Information	Has the meaning given under Section 84 of the Freedom of Information Act 2000

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Intellectual Property Rights	Means patents, inventions, trade marks, service marks, logos, design rights (whether registerable 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 registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off
Law	Any statute, by law, regulation, order, regulatory policy, guidance or industry code, rule of code, or directives, or request of any regulatory body, delegated or subordinate legislation or notice of any regulatory body and case law provided, the manner in which they are provided or the costs of providing the Service to the service user
Parties	Shall mean the Council and the Contractor and 'Party' shall mean the Council or the Contractor as the context demands.
Payment	The payment of the Price made in accordance with Schedule 2.
Performance Review	Means a review of performance carried out pursuant to Clause 16
Price	Means Price for the First Year and/or Price for the Second Year depending on context.
Price for the First Year	The agreed funding for the first year as detailed in Schedule 2.
Price for the Second Year	The agreed funding for the first year as detailed in Schedule 2.
Contractor	Any body or agency providing the Service under the terms and conditions of the Agreement described. Contractor also means any staff employed or agencies acting on behalf of that body.
Requests for Information	Means a request for information or an apparent request under the FOIA or the Environmental Information Regulations
Service(s)	The Service(s) to be provided by the Contractor as described in Schedule 1.
Service Outline	An outline of the Service(s) which the Council will commission to include aims and objectives of the Service and outcomes
Service Specification	The description of the Service(s) to be provided under the Agreement and attached as the Specification Schedule 1.
Term	The period starting on 1 April 2015 and expiring on the 31 of March 2016 with an option to extend for a further one (1) year period
Termination	The ending of this Agreement by reason of expiry of the Term,

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operation of Law or Breach of Contract whichever is the earlier.

Third Sector The third sector includes a very diverse range of voluntary & Community sector organisations

TSP Tamworth Strategic Partnership

TUPE The Transfer of Undertakings (Protection of Employment) Regulations introduced in 1981 and amended by: -

- The Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1995 (SI 1995/2587)
- The Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1999 (SI 1999/1925)
- Pensions Act 2004, especially sections 257 and 258
- The Transfer of Employment (Pensions Protection) Regulations 2005 (SI 2005/649).
- Or any Act amending, replacing, renewing or supplementing the same.

Variation An alteration to the terms of the Agreement

Working Days Means any day other than a Saturday, Sunday or public holiday in England and Wales

2 STATEMENT OF INTENT

- 2.1 The Parties agree to work together in an open and transparent manner to ensure the shared and agreed objectives as defined in the Service Specification which forms part of this Agreement.

3 PURPOSE OF THE AGREEMENT

- 3.1 This Agreement governs the relationship between the Parties in respect of the provision of the Services by the Contractor to the Council and the Payment to the Contractor in consideration for those Services.

- 3.2 The purpose of this Agreement is to document the arrangements which have been agreed between the Parties for:

- (a) The provision of the Services by the Contractor in accordance with the terms of this Agreement including associated Schedules
- (b) The making of Payments to the Contractor by the Council in consideration of the provision of the Services

4 COMMENCEMENT DATE AND DURATION OF THE AGREEMENT

- 4.1 This Agreement shall take effect on the **Insert date** and shall expire automatically on the **Insert date** but with an option to extend for a further one (1) year period upon satisfactory service delivery and performance, availability of funding and the agreement of all Parties. Such intention to extend the Agreement shall be given in writing by the Council to the Contractor at least one (1) month prior to the Agreement expiry date. Following any exercise of such option to extend, this Agreement shall be deemed to be extended on the same terms and conditions herein.

5. PAYMENT AND SERVICES

- 5.1 In consideration for the Payment the Contractor shall provide the Services during the Term in accordance with the Service Specification and standards expected of a competent service Contractor providing similar services to those provided under this Agreement.
- 5.2 The Council shall make the Payment to the Contractor in accordance with Schedule 2 and on provision of the Services as per paragraph 5.1.
- 5.3 When providing the Services the Contractor shall comply with its obligations under statute as are applicable to the provision of the Services.
- 5.4 In consideration of the execution of any Services or provision of any Goods by a Sub-contractor or agent of the Contractor conducted in performance of this Contract, payment shall be due to the Sub-contractor or agent thirty (30) days from the date of receipt of correct invoice documentation by the Contractor.

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6. FINANCIAL PROVISIONS

- 6.1 The Council shall make payments to the Contractor, subject to the Contractor providing the Services in accordance with this Agreement and upon receipt of performance reports as set out in Schedule 1 and Schedule 2.
- 6.2 If the agreed performance report is not submitted in accordance with Schedule 1 without good reason, payment will be withheld until the Council receives the data, and is satisfied that the Services in Schedule 1 and 2 have been provided.

7. V.A.T.

- 7.1 All sums payable under this Agreement unless otherwise stated are exclusive of VAT, where applicable, and other duties or taxes where appropriate.

8. RECORDS AND EXAMINATION

- 8.1 The Contractor shall keep and maintain until six (6) years after Termination (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Agreement including the Services provided under it and the amounts paid hereunder.
- 8.2 If reasonably required the Council may carry out an examination of the Services on giving not less than 20 working days notice and the Contractor shall afford the Council and/or any examiner appointed by it such access to such records and accounts as may be reasonably required.
- 8.3 The Council shall use its reasonable endeavours to ensure that the conduct of each examination does not unreasonably disrupt the Contractor or delay the provision of the Services.
- 8.4 Subject to the Contractor's rights of confidentiality obligations under the Data Protection Act and any other relevant Law and any binding obligations of confidentiality or otherwise to third parties, the Contractor shall upon reasonable request provide the examiner in relation to each examination:
- 8.4.1 all information reasonably required by the examiner in relation to the provision of the Services and the Contractor's obligations under this Agreement; and
- 8.4.2 access to staff if reasonably required.

9. DATA PROTECTION, CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 9.1 The Parties shall comply with their obligations under the Data Protection Act 1998 or any Act amending, replacing, renewing, and supplementing the same.
- 9.2 The Parties shall use their reasonable endeavours to ensure that Confidential Information is only used for the purposes of this Agreement and shall not be disclosed to anyone else except as permitted by this Agreement.

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9.3 Nothing in Clause 9.2 shall prevent the Council disclosing any Confidential Information obtained from the Contractor:-

9.3.1 for the purpose of the examination and certification of the Council's accounts relating to the Agreement;

9.3.2 for the purpose of any examination of the economy, efficiency and effectiveness with which the Council has used its resources in any statutorily required audit relating only to the Services;

9.3.3 to any consultant, contractor or other person engaged by the Council for the purposes only of giving effect to the terms of this Agreement.

provided that, in disclosing information under sub-paragraph 9.3.3, the Council discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

9.4 The Parties recognise that they are subject to the requirements of the FOIA and the Environmental Information Regulations:-

9.4.1 Subject to Clause 9.8 the Contractor recognises that the Council's duties of confidentiality are subject to the FOIA and the Environmental Information Regulations. The Council shall not provide any Confidential Information to a third party under the FOIA or the Environmental Information Regulations unless, prior to any such disclosure, the Council is satisfied that no suitable exemption applies under the FOIA or the Environmental Information Regulations and that it has informed the Contractor of the request for such information and given the Contractor the opportunity to object to and make representations about what material should be disclosed and what is lawfully required to be disclosed. But this shall not prevent or delay the Council from lawfully complying with it unless the Contractor has made a valid objection which would prevent disclosure under the terms of the FOIA or the Environmental Information Regulations.

9.4.2 Subject to Clause 9.8 the Council recognises that the Contractor's duties of confidentiality are subject to the FOIA and the Environmental Information Regulations. The Contractor shall not provide any Confidential Information to a third party under the FOIA or the Environmental Information Regulations unless, prior to any such disclosure, the Contractor is satisfied that no suitable exemption applies under the FOIA or the Environmental Information Regulations and that it has informed the Council of the request for such information and given the Council the opportunity to object to and make representations about what material should be disclosed and what is lawfully required to be disclosed. But this shall not prevent or delay the Contractor from lawfully complying with it unless the Council has made a valid objection which would prevent disclosure under the terms of the FOIA or the Environmental Information Regulations.

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9.5 The Parties acknowledge that they are subject to the requirements of the FOIA and the Environmental Information Regulations and shall where possible and reasonable assist and co-operate with each other to enable them to comply with their obligations under the FOIA and the Environmental Information Regulations.

9.6 The Parties agree that:-

9.6.1 Subject to the Council's obligations under Clauses 9.4 and 9.7 the Contractor shall if reasonably required to do so:-

- a) transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
- b) provide the Council with a copy of all Information relevant to the Request for Information in its possession within five (5) Working Days (or such other period as the Council may reasonably specify) of the Council's request; and
- c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

The provisions of this clause shall survive termination of this Agreement.

9.6.2 Subject to the Contractor's obligations under Clauses 9.4 and 9.7 the Council shall if reasonably required to do so:-

- a) transfer to the Contractor all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
- b) provide the Contractor with a copy of all Information relevant to the Request for Information in its possession within five (5) Working Days (or such other period as the Contractor may reasonably specify) of the Contractor's request; and
- c) provide all necessary assistance as reasonably requested by the Contractor to enable the Contractor to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

The provisions of this clause shall survive termination of this Agreement.

9.7 Clause 9.6 shall only apply after the Party concerned has given consideration as to whether a suitable exemption applies under the FOIA or the Environmental Information Regulations which would result in either Party not being under any obligation to provide the Information.

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9.8 If a dispute or disagreement arises between the Parties in connection with Clauses 9.4, 9.5, 9.6 and 9.7 then the dispute or disagreement shall be referred for expert determination as governed by this Clause 9.8. Any matter to be referred for expert determination under this Clause 9.8 shall be dealt with as follows:

- a) the matter shall be referred to the Information Commissioner's Office (the "ICO");
- b) the Parties shall provide the ICO with all reasonable assistance for the purpose of determining the matter in question; and
- c) in making a determination the ICO shall act as experts and not as arbitrators and their decision shall, in the absence of manifest error, be conclusive final and binding on the Parties.

10. LIABILITY

10.1 Neither party excludes or limits liability to the other for

- a) death or personal injury as a result of its negligence.
- b) fraud or fraudulent misrepresentation by it or its Staff;
- c) or breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982

10.2 The Parties liability for breach of confidentiality or infringement of Intellectual Property Rights shall be limited to the level of their insurance cover.

10.3 The liability of the Contractor for direct loss of, or damage to, the tangible property of the Council shall be limited to five million pounds per claim unless otherwise stated.

10.4 The Contractor shall indemnify and keep indemnified the Council in full from and against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor. This Clause shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or Default, or the negligence or Default of its Staff or by any circumstances within its or their control.

11. INSURANCE

11.1 The Contractor shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Contractor under this Agreement including death or personal injury, or loss of or damage to property.

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- 11.2 The Contractor shall effect and maintain the following insurances for the duration of the Agreement in relation to the performance of the Agreement:-
- 11.2.1 Public liability insurance minimum level of indemnity of £5 million (any one claim) to cover all risks in the performance of this Agreement;
 - 11.2.2 Employers' liability insurance with a minimum limit of £10 million indemnity as required by Law from time to time; and
 - 11.2.3 Professional indemnity insurance with a minimum limit of indemnity of £2,000,000 for each individual claim or such higher limit as the Council may reasonably require (and as required by Law) from time to time.
 - 11.2.4 Any excess or deductibles under such insurance shall be the sole and exclusive responsibility of the Contractor.
- 11.3 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under the Agreement.
- 11.4 The Contractor shall produce to the Council, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies and for any subcontractor/agent used by the Contractor. The Contractor shall also furnish the Council with updated certificates on the renewal anniversary of any policies examined by the Council
- 11.5 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the Agreement then the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor or may terminate this Agreement upon written notice with immediate effect.

12. TERMINATION

- 12.1 This Agreement shall automatically expire at midnight on 31 March 2016 subject to the Parties exercising an option to extend for a further one (1) year period as determined under paragraph 4.1.
- 12.2 The TSP shall assess availability of funding for a further one (1) year period and review the effectiveness of Service outcomes and the Contractor's performance for the period leading up to the expiry date and this will determine whether further funding shall be released for the subsequent period of the Agreement. Where funding is withheld the Council shall, without prejudice to any other rights it has to termination under clause 12, give notice to the Contractor that the Agreement is terminated which shall be with immediate effect.
- 12.2 Termination on Financial Standing

The Council may terminate the Agreement by serving notice on the Contractor in writing with effect from the date specified in such notice where

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(in the reasonable opinion of the Council), there is a material detrimental change in the Contractor's finances which prevents the Contractor from supplying Services under this Agreement and there is no prospect of the Contractor being able to change its financial position within 6 months.

12.3 Termination on insolvency

The Council may terminate the Agreement with immediate effect by giving notice in writing where the Contractor is a company and in respect of the Contractor:-

- a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
- d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- f) it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
- g) being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986

12.4 Termination on Breach

Either Party may terminate this Agreement where the other Party fails to observe any obligation under this Agreement and such failure is not remedied within 30 days of the other Party being given notice in writing of the breach.

- 12.5** Without prejudice to the Council's other rights under the Agreement, the Council shall have the right to terminate the Agreement for any reason, at any time on giving not less than thirty (30) days notice in writing to the Contractor. In the event of such notice the Contractor shall cease all work in connection with the Services and, subject to the other provisions of this clause, the Contractor shall be entitled to recover from the Council, by way of full and final satisfaction of all claims, all monies accrued due prior to such

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termination, plus all reasonable costs actually and necessarily incurred by the Contractor directly and exclusively as the result of such early termination.

13. DISPUTE RESOLUTION

13.1 If any dispute arises between the Parties in relation to this Agreement which can not be resolved by the Council's Authorised Officer and the Contractor's Authorised Officer shown in Schedule 2, except in relation to Clause 9.8:

13.1.1 Either Party may request the other to participate in a meeting between the Head of Partnerships & Commissioning and the Contractor Manager in order to discuss the dispute and to agree a strategy to resolve it, in which case the Parties shall liaise in good faith to meet within ten (10) Working Days and also exchange statements at least three (3) clear Working Days prior to the date of the meeting (setting out their respective views of the issues, which are in dispute);

13.1.2 If despite following the procedures set at/in sub-clause 13.1.1 the dispute remains unresolved, the dispute shall be referred to an Executive Director of the Council and the Chair of the Contractor (or a senior manager designated by them) without delay, in which case the Parties will seek to meet and resolve the dispute within a further period of fifteen (15) Working Days and shall each provide the other (if appropriate) with further statements setting out their views of the outstanding issues in order to assist resolution within that time period.

13.1.3 If, notwithstanding any steps taken by the Parties under clause 13.1.1 -13.2, the dispute between them fails to be resolved within fifteen (15) Working Days, then at the request of either Party, the dispute shall be referred to an independent and professional mediator to be nominated without delay by agreement between the Parties. If, despite the intervention of a mediator or if unable to decide on a mediator the Parties fail to resolve their dispute within fifteen (15) Working Days, then either Party may serve Notice on the other to require the dispute to be referred to a single arbitrator in accordance with the Arbitration Act 1996.

14. PUBLICITY

14.1 Unless otherwise directed by the Council, the Contractor shall not make any press announcements or publicise the detail of this Agreement in any way without first informing the Council.

14.2 The Council shall be entitled to publicise this Agreement (in accordance with any legal obligation upon the Council), including any examination of this Agreement by the Auditor or otherwise.

14.3 The Contractor shall not do anything illegal or immoral which may damage the reputation of the Council or bring the Council into disrepute.

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14.4 The Contractor must give acknowledgement of the Council's funding of the Services at every reasonable opportunity, e.g. press reports, promotional literature etc published by or on behalf of the Contractor and in accordance with 14.1 above. To that end the Council consents to the Contractor using its logos and name in order to comply with this Clause.

15. TUPE

15.1 At any time during the last nine months of the Agreement the Contractor shall (where appropriate and relevant) provide to the Council within 20 Working Days of a written request such information as the Council may reasonably require to enable it to comply with its obligations under TUPE.

15.2 The Contractor need not provide such information to the extent that doing so would breach:

- (a) any duty of confidentiality owed by it; or
- (b) any statutory obligation the Contractor has, including its obligations under the Data Protection Act 1998;

15.3 If TUPE applies on termination of this contract then:

the Contractor shall indemnify the Council against any liability the Council may have in respect of any claim or allegation made by any employee of the Contractor after the termination date in respect of any act or omission of the Contractor.

15.4 In clause 15.3 "employee of the Contractor" means an individual in the employment of the Contractor on or before the termination date.

16. PERFORMANCE REVIEW

16.1 The purpose of a Performance Review shall be to ascertain whether the Contractor is complying with the terms of this Agreement (and in particular the Service Specification, service delivery plan and key performance indicators) to identify any failings and agree how and when any such failings are to be rectified; and to identify any ways in which the Services can be improved for the benefit of Service Users.

16.2 Subject always to Clauses 12.2 12.4 and 16.1 the Council will carry out a Performance Review on a quarterly basis during the Term of the Agreement. The Contractor shall complete and submit a progress report to the Council. Guidance detailing the information required in the reports is attached at Schedule 1. The reports will be reviewed to ascertain whether the Services are being provided effectively and in conformance with the specification. Where the Services are not being provided effectively and in conformance with the specification the Council's Authorised Officer and the Contractor's Authorised Officer shall meet within ten (10) days to resolve the problem. Should the Council's Authorised Officer and the Contractor's Authorised Officer be unable to resolve the problem the Dispute Resolution process described at Clause 13 shall be followed.

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17. PROPER LAW & JURISDICTION

17.1 This Agreement shall be governed and construed according to English law in every particular including formation and interpretation and shall be deemed to have been made in England

18. WARRANTY

18.1 Each of the Parties signatories warrants the delegated power to enter into this Agreement and has obtained all necessary approvals to do so.

18.2 As at the commencement date, all information, statements and representations contained in the Application for the Services by the Contractor are true, accurate and not misleading save as may have been specifically disclosed in writing to the Council prior to the execution of this Agreement and it will promptly advise the Council of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;

18.3 No proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;

19. RECEIPT

19.1 The receipt of money by either of the Parties shall not prevent either of them from questioning the correctness of any statement in respect of such money.

20. FORCE MAJEURE

20.1 Except for payment of money due, any delay or failure in performance of the Agreement by either Party shall, subject to the provisions of sub-clause 26.2 herein, be excused and shall not give rise to any claim for compensation or damage, by the other party if, and to the extent caused by an occurrence beyond the reasonable estimation or control of the Party affected, including, but not limited to, acts of God, Decree of Government, fire, flood, labour disputes (other than labour disputes, strikes or lock outs involving the Contractor's own work force and/or Personnel employed by the Contractor which shall not be deemed to be a force majeure), explosion, riot, war or rebellion and sabotage.

20.2 If either Party is affected by an occurrence referred to in the above sub clause it shall give notice thereof without delay, in writing, to the other party of the nature and extent of the circumstances and the date and anticipated duration of the suspension.

20.3 The Party serving notice pursuant to Clause 20.2 shall notify the other in writing as soon as the performance of its obligations is no longer affected by force majeure and the Parties shall resume the performance of their respective obligations each to the other with effect from the date so notified.

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21. INTELLECTUAL PROPERTY RIGHTS

- 21.1 All intellectual property in all documents including patents, design rights, drawings, transparencies, prints, photographs, negatives, working notes and books, created or supplied by the Council shall remain the property of the Council, and the originals and all copies of them shall be delivered to the Council on Termination and the Contractor and its personnel shall, upon request, certify that none have been retained.
- 21.2 All intellectual property in all documents including patents, design rights, drawings, transparencies, prints, photographs, negatives, working notes and books, created or supplied by the Contractor shall remain the property of the Contractor, and if used by the Council (which shall only be with the prior permission of the Contractor) then the originals and all copies of them shall be delivered to the Contractor on Termination and the Council and its personnel shall, upon request, certify that none have been retained.
- 21.3 All Intellectual Property Rights vested in the Contractor in data and information, including (but not limited to) data and information which are not prepared or developed by the Contractor in connection with the Agreement, but which are used by the Contractor in connection with the Agreement, shall remain vested in the Contractor and the Council shall have no rights whatsoever in respect of such data.
- 21.4 The provisions of this clause shall survive termination of this Agreement.

22. ASSIGNMENT OR SUB-CONTRACTING

- 22.1 The Contractor shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the Council but such consent shall not be unreasonably withheld or delayed.

23. DIVERSITY & EQUALITY

- 23.1 The Parties shall not unlawfully discriminate within the meanings and provisions of the Equality Act 2010 and Human Rights Act 1998 or any Act of Parliament or Statutory modification or re-enactment thereof relating to discrimination in employment.
- 23.2 The Parties shall take all reasonable steps to secure the observance of the provision of clause 23.1 above, by all servants, employees or agents of the Parties and all Sub-Contractor's employed in the execution of the Agreement.

24. THIRD PARTY RIGHTS

- 24.1 A person who is not a party to this Agreement shall have no right pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

25. SEVERANCE

- 25.1 If any provision of this Agreement is declared by any judicial or competent authority to be void, voidable, illegal or otherwise unenforceable (or

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indications to that effect are received by either of the Parties from any competent authority) the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality.

26. WHOLE AGREEMENT

- 26.1 This Agreement and accompanying Schedules constitutes the entire Agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 26.2 Each of the Parties shall give notice to the other of the change of any address, email or telephone number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.
- 26.3 Any notification under this Agreement shall be well and sufficiently served on the Party concerned if transmitted by e-mail, facsimile or sent by registered post or by recorded delivery post to the address stated in the Agreement or Purchase Order. For the avoidance of doubt, a notice sent by e-mail or facsimile shall be deemed served at the time of transmission. A notice sent by post shall be deemed served one (1) day after posting.

27. STATUTORY REQUIREMENTS

- 27.1 The Contractor shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Agreement.

28. SAFEGUARDING & DISCLOSURE REQUIREMENTS

- 28.1 The Contractor warrants that during the term of this Agreement it shall ensure that:
- a. it has an up to date organisational safeguarding children and adult's policy and procedures which reflect and adhere to the Staffordshire Safeguarding Children Board and Staffordshire Safeguarding Adult Board policies;
 - b. organisational safeguarding policies and procedures give clear guidance on how to recognise and refer child/adult safeguarding concerns and ensure that all staff have access to the guidance and know how to use it;
 - c. staff and volunteers undertake safeguarding training appropriate to their role and level of responsibility; and,
 - d. it carries out and manages **appropriate** Disclosure and Barring Service checks on eligible individuals whom it engages to provide the Service.

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AGREEMENT SIGNATURES

Signed for and on behalf of the Contractor by its authorised signatory:

Signature:

Name: (print)

Position:

Date:

Witnessed by

Signature:

Name: (print)

Position:

Date:

The COMMON SEAL of TAMWORTH BOROUGH COUNCIL was hereunto affixed in the presence of

Authorised Signatory

Solicitor to the Council

APPENDIX 1 – EVALUATION GUIDANCE

TENDER EVALUATION PROCESS/SCORING MATRIX

We will score the application based on the following matrix

Reference section	Criteria	Range of marks	Weighting	Indicative scoring
	Service Delivery Model		50%	
Q1A	A detailed proposal that sets out how the proposal will meet the aims, objectives and outcomes of the Service.	5 4 3 2 1 0	15%	5- a robust proposal that will fully meet and significantly exceeds the requirements of the specification with a strong likelihood of fully achieving appropriate outcomes 4- a good proposal that will fully meet all of the requirements of the specification with a likelihood of achieving appropriate outcomes 3- a proposal that mostly meets the requirements of the specification & achieving appropriate outcomes with no significant weakness, issues or omissions 2-a proposal that meets the minimum acceptable standard of requirements of the specification however contains some key weakness, issues omissions or lack of detail and or clarity 1-the proposal partially meets the requirements but contains material weaknesses, issues or omissions and/or is inconsistent 0-the proposal does not meet the requirements and/or is unacceptable
Q1B	Proposed Service Delivery Model. (Including Staffing Model)	5 4 3 2 1 0	20%	5- A clearly defined service delivery model that will fully meet and significantly exceeds the requirements in the specification 4 – A good service delivery model that will fully meet the requirements in the specification 3- A service delivery model that will meet the requirements in the specification with some weaknesses/omissions that may impact on success 2 – A service delivery model with significant weaknesses/omissions

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				<p>which are likely to impact on success</p> <p>1- limited evidence to demonstrate a successful service delivery model</p> <p>0- No clearly defined service delivery model</p>
Q1C SCHEDULE 2	Service Delivery Plan (Appendix A) and Schedule 2 – Price and Rates	5 4 3 2 1 0	15%	<p>5- A clearly defined service delivery plan that in conjunction with the costs will fully meet and exceed the requirements in the specification</p> <p>4 – A good service delivery plan that in conjunction with the costs will fully meet the requirements in the specification</p> <p>3- A service delivery plan that in conjunction with the costs will meet the requirements in the specification with some weaknesses/omissions that may impact on success</p> <p>2 – A service delivery plan that in conjunction with the costs with significant weaknesses/omissions which are likely to impact on success</p> <p>1- limited evidence to demonstrate a successful service delivery plan</p> <p>0- No clearly defined service delivery plan</p>
	Knowledge and Experience		20%	
Page 55	How your organisations experience & knowledge contributes to the proposed services	5 4 3 2 1 0	20%	<p>5- Extensive experience and knowledge and demonstrates how it will successfully contribute to the proposed services</p> <p>4- Good experience and knowledge and demonstrates how it will successfully contribute to the proposed services</p> <p>3- Some relevant experience and knowledge and demonstrates how it will successfully contribute to the proposed services</p> <p>2- Limited experience and knowledge but demonstrates how it will successfully contribute to the proposed services</p> <p>1- Good experience and knowledge but limited demonstration of how this will contribute to the proposed services</p> <p>0- Limited or No experience and knowledge with little demonstration of how this will contribute to the proposed services</p>
	Quality and Management		25%	
Q3/Q4/Q5/Q6	The organisations management and approach to deliver the Services	5 4 3 2	15%	<p>5- Evidence of full management capability and an approach that addresses all requirements</p> <p>4- Evidence of strong management capability and an approach that addresses all requirements with some minor weaknesses/omissions.</p>

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		1 0		<p>3- Evidence of management capability and an approach that addresses all requirements with weaknesses/omissions that may impact on delivery.</p> <p>2- Evidence of management capability and an approach that addresses some requirements with weaknesses/omissions that may impact on delivery</p> <p>1- Evidence of management capability and an approach that addresses some requirements with weaknesses/omissions that may have a significant impact on delivery</p> <p>0- No or limited evidence of management capability.</p>
Q7	Your organisation’s understanding of the risks inherent in the service delivery (Appendix B)	5 4 3 2 1 0	5%	<p>5- Evidence of a full understanding of the risks with appropriate mitigation</p> <p>4- Evidence of strong understanding with appropriate mitigation but with some minor omissions/weaknesses</p> <p>3- Evidence of some understanding of the risks and appropriate mitigation to the minimum acceptable level</p> <p>2-Basic evidence of understanding risk and mitigation</p> <p>1- Little evidence of understanding the risks</p> <p>0- No evidence of understanding the risks</p>
Q8	What equality issues would you envisage in relation to the delivery of this Service and how would you propose to address them?	5 4 3 2 1 0	5%	<p>5- Evidence of full awareness of potential/relevant equality issues and appropriate actions to address these in the delivery of the Service</p> <p>4- Evidence of strong awareness of potential/relevant equality issues and appropriate actions to address these in the delivery of the Service with some minor limitations.</p> <p>3- Evidence of some awareness of potential/relevant equality issues and appropriate actions to address these in the delivery of the Service however some significant gaps remain</p> <p>2- Evidence of a basic awareness of potential/relevant equality issues</p> <p>1- Little evidence of any awareness of potential/relevant equality issues</p> <p>0- No evidence of any awareness of potential/relevant equality issues</p>

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	Social Value		5%	
Q9	<ul style="list-style-type: none"> • Contribution to social value (Social, Economic & Environmental) your organisation brings to the wider community and environment in Tamworth (not restricted to but examples could include): • Providing additional opportunities for individuals or groups facing greater social or economic barriers. • Creating skills training and volunteering opportunities • Creating employment opportunities for the long term unemployed or NEET's • Offering work placements to young adults • Offering support, sharing knowledge and expertise about their discipline with local people, supporting/promoting community awareness of key 	5 4 3 2 1 0	5%	5-Evidence of strong social value and Impact 4- Evidence of good social value and Impact 3- Evidence of some social value and Impact 2- Limited evidence of social value and Impact 1-Little evidence of social value and Impact 0- No evidence of social value and Impact

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Criteria Questions

The table above details the criteria that your application will be scored against along with how it will be assessed and the assigned weightings.

Criteria will be marked on a scale of 0 to 5. The table below sets out how these marks are allocated. Scoring shall be calculated as follows:

Score Awarded for Criteria x Weighting
Maximum Score Available for Criteria

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The successful Tenderer will be chosen based upon the highest overall scores identified through the Criteria Questions.

Please Note: Minimum Total Score MUST equate to at least 60% for funding to be considered.

Other Information

The Council reserves the right not to provide information acquired during or as a result of undertaking the evaluation process where, in the reasonable opinion of the Council (which shall be final) the provision of such information may compromise commercial confidentiality.