

## Short Form Agreement for Services

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## Department of Health & Social Care

Department of Health and Social Care Commercial Division

Quarry House

Quarry Hill

Leeds

LS2 7UE

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

Social Care Institute for Excellence

Kinnaird House

1 Pall Mall East

London

SW1Y 5BP

Attn: **FOI 40**

Date: **25/10/2018**

Our ref: **Bravo Project 456**

Dear **FOI 40**

Award of contract for Developing and Promoting Carer Breaks and Respite Care Best Practice

Following your tender/ proposal for 'Developing and Promoting Carer Breaks and Respite Care Best Practice' to Department of Health and Social Care, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Secretary of State for Health, on behalf of the Crown as the Customer and Social Care Institute for Excellence as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The charges for the Services shall be as set out in **Annex 2/the Suppliers Quotation Dated 12/10/2018**
- 2) The specification of the Services to be supplied is as set out in Annex 3 - **the Suppliers Quotation Dated 12/10/2018**
- 3) The Term shall commence on 1<sup>st</sup> November 2018 and the Expiry Date shall be 1<sup>st</sup> April 2019
- 4) The address for notices of the Parties are:

**Customer**

Secretary of State for Health and Social  
Care on behalf of the Crown  
39 Victoria Street  
Westminster  
London  
SW1H 0EU

FOI 40

Email: FOI 40

**Supplier**

Social Care Institute for Excellence  
Kinnaird House  
1 Pall Mall East  
London  
SW1Y 5BP

Attention: FOI 40

Email: FOI 40

- 5) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer,

or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

### **Payment**

All invoices must be sent, quoting a valid purchase order number (PO Number), to: [MB-PaymentQueries@dh.gsi.gov.uk](mailto:MB-PaymentQueries@dh.gsi.gov.uk). Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [MB-PaymentQueries@dh.gsi.gov.uk](mailto:MB-PaymentQueries@dh.gsi.gov.uk).

### **Liaison**

For general liaison your contact will continue to be Anita Wadhawan  
**FOI 40**

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to **Alexander Baker** **FOI 40** **within 7** days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **Secretary of State for Health and Social Care on behalf of the Crown**

**FOI 40**



FOI 40



We accept the terms set out in this letter and its **Annexes**, including the Conditions.

Signed for and on behalf of **Social Care Institute for Excellence**

FOI 40



# Annex 1 - Terms and Conditions of Contract for Services

## 1. INTERPRETATION

1.1 In these terms and conditions:

“Agreement” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;

“Award Letter” means the letter from the Customer to the Supplier printed above these terms and conditions;

“Central Government Body” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

“Charges” means the charges for the Services as specified in the Award Letter;

“Confidential Information” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;

“Customer” means the person named as Customer in the Award Letter;

“Data Loss” means any event that results, or may result, in unauthorised access

“Event”	to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of processing;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“LED”	Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Annex 5 - Security;

“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Sub-processor”	any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

1.2.1 references to numbered clauses are references to the relevant clause in these

terms and conditions;

- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

## **2. BASIS OF AGREEMENT**

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

## **3. SUPPLY OF SERVICES**

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
  - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

#### **4. TERM**

4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

#### **5. CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**

5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
- 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
- 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## **6. PREMISES AND EQUIPMENT**

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.

- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## **7. STAFF AND KEY PERSONNEL**

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

7.2 The Supplier shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8. ASSIGNMENT AND SUB-CONTRACTING**

8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

- 9.3 The Supplier hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

9.3.2.1 any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

9.3.2.2 any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **10. GOVERNANCE AND RECORDS**

- 10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## **11. CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

- 11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
  - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
  - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
  - (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the customer under this clause 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12. FREEDOM OF INFORMATION**

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

### **13. PROTECTION OF PERSONAL DATA, SECURITY OF DATA AND GENERAL DATA PROTECTION REQUIREMENTS**

- 13.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Processor is authorised to do is listed in Schedule 1 by the Controller and may not be determined by the Processor.
- 13.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 13.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- 13.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
  - 13.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - 13.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 13.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;

- (c) ensure that :
  - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor’s duties under this clause;
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

13.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
- 13.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 13.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event;
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 13.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;

- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 13.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 13.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
  - (a) notify the Controller in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause [X] such that they apply to the Sub-processor; and
  - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 13.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 13.15 Where the Parties include two or more Joint Controllers as identified in Schedule 1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule 2 in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

## **14. LIABILITY**

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (e) loss of profits;
- (f) loss of business;
- (g) loss of revenue;
- (h) loss of or damage to goodwill;
- (i) loss of savings (whether anticipated or otherwise); and/or
- (j) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## **15. FORCE MAJEURE**

15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and

when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **16. TERMINATION**

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
  - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## **17. COMPLIANCE**

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
  - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
  - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

## **18. PREVENTION OF FRAUD AND CORRUPTION**

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## **19. DISPUTE RESOLUTION**

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties.

All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **20. GENERAL**

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law)

are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21. NOTICES**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## **22. GOVERNING LAW AND JURISDICTION**

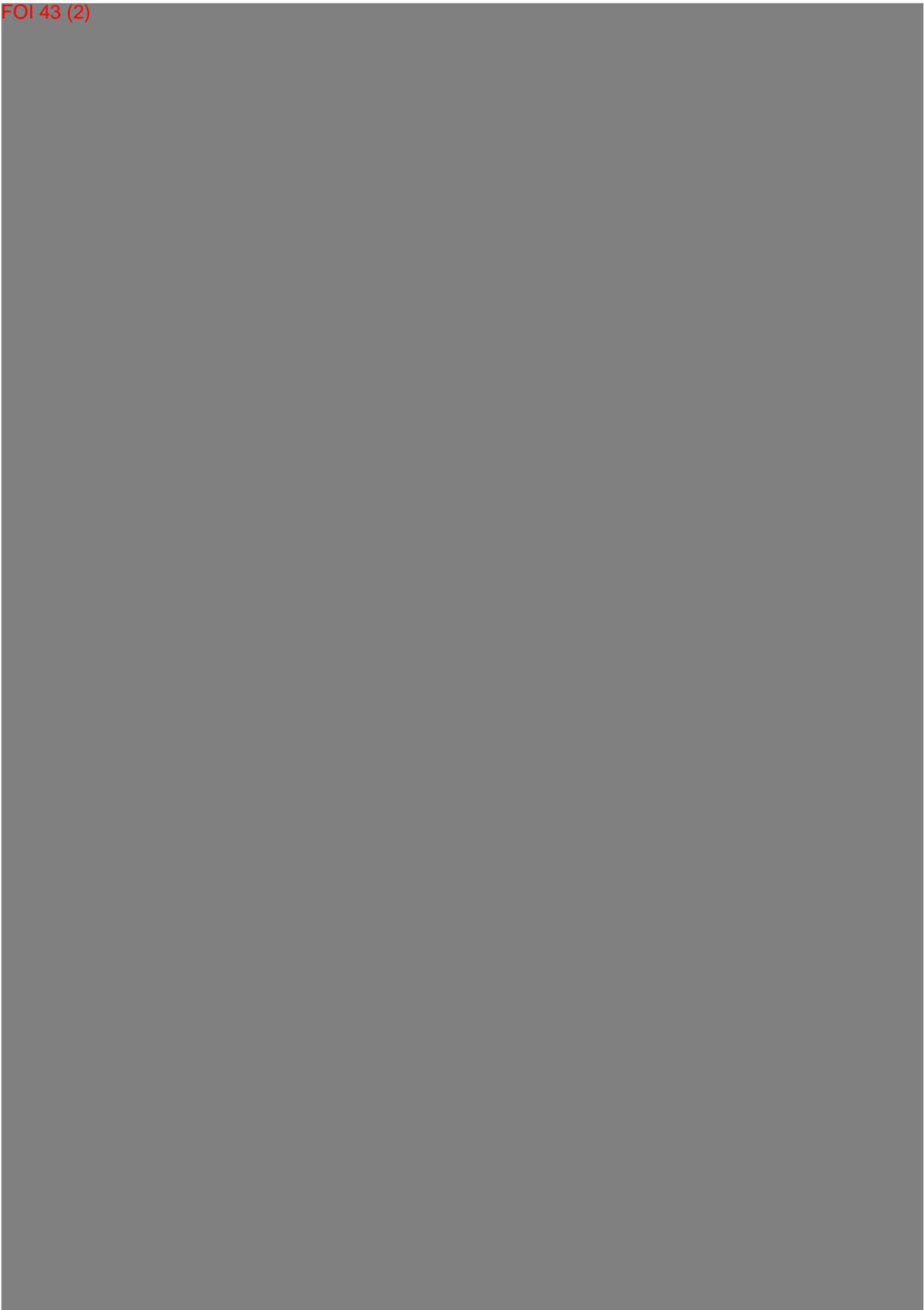
- 22.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

## Annex 2 - Charges

FOI 43 (2)



FOI 43 (2)



FOI 43 (2)



## Annex 3 - Specification

### AWARD QUESTIONS

Question	AQ1	Weight	None	Word Limit	400
<b>Subject</b>	<b>Overview</b>				
<b>Question</b>	<p>Tenderers must provide their understanding of the required service in the context of this ITT.</p> <p>Tenderers must provide a concise summary highlighting the key aspects of the proposal. This should include a brief overview of how the tenderer will support the Authority in meeting the objectives in the field of improving best practice for carers and those who commission to provide carer breaks and respite care.</p>				
<b>Response Guidance</b>	(This response is not evaluated and should be used to contextualise the Tenderer's response).				

#### Potential Provider Response / Additional commentary

The Social Care Institute for Excellence (SCIE) and Carers UK, are pleased to have the opportunity to submit a proposal to DHSC for the development of an online resource to promote best practice for carers, local authorities, clinical commissioning groups, and other service providers and commissioners on carer breaks and respite care. SCIE is the lead partner and Carers UK, a carer-led organisation of carers, is the co-delivery subcontractor.

Carers UK defines a carer's break as any form of assistance which enables the carer(s) to have time away from their caring routines or responsibilities. Carers' breaks support the caring relationship and promote the health and well-being of the carer (s) and the supported person.

We will review the ways that local authorities, CCGs and Mental Health Trusts commission breaks, adopt different approaches to providing breaks such as through personal budgets as well as creating the conditions for local community based solutions. This approach would follow the principles of the Care Act 2014 and would look at creative provision of breaks, including the use of technology which is increasingly important to carers in taking a break This would include voluntary and private sector provision and involvement.

Carers UK has over 50 years' experience providing detailed information and advice to carers. This would be a core part of the toolkit which could be used by voluntary organisations, commissioners and providers to give to carers. We will develop these information resources for carers in a wide range of formats, using their insight and experience.

SCIE has a strong track record in developing evidence based digital resources for the Social Care sector and supporting the development and dissemination through co-production with people who use services, their carers and families, and staff from across the workforce.

SCIE has access to a range of relevant databases and hosts Social Care Online (SCO), the UK's largest online database of information on social care. SCIE will conduct a rapid evidence review to inform the engagement activity and draw on the evidence of what works including emerging practice and innovation.

The Care Act 2014 is the main guiding legislation under which breaks services through a local authority are delivered either as a Section 2 prevention service or as a core service following assessment. This work would follow these legislative principles drawing on SCIE's existing work on Care Act implementation and carer's projects and Carers UK's direct engagement with carers.

Question	AQ2a	Weight	15%	Word Limit	350
<b>Subject</b>	<p><b>Method Statement</b></p> <p><b>Phase 1: Rapid review of evidence</b> - Seek to establish how the bidder will deliver successful outcomes in terms of the review of evidence.</p>				
<b>Question</b>	<p>Phase 1 – Please provide a concise overview of your approach to the project (with specific reference to the elements of the requirements and the outcomes expected detailed in the Service Description</p>				
<b>Response Guidance</b>	<p>The Tenderer’s response is relevant to this procurement in terms of:</p> <ul style="list-style-type: none"> <li>- understanding of the requirement of the existing evidence bases on carer breaks and respite care;</li> <li>- having credible networks and/or credibility with both local and national stakeholders in supporting carers;</li> <li>- having a credible proposal for scoping, collating disseminating and assessing evidence on the benefits of improving the offer to carers on carer breaks and respite care.</li> </ul> <p>The Tenderer’s response needs to show that it:</p> <ul style="list-style-type: none"> <li>- Has a credible solution to ensure successful delivery.</li> <li>- Has identified and proposes suitable management of the delivery risks.</li> <li>- Has a quality assurance regime that monitors, measures and assures quality outcomes with standards for analysis, publication of work and data dissemination.</li> </ul>				

Potential Provider Response / Additional commentary
<p>The agreed scope would be used to undertake a rapid review of published evidence. Informed by our scoping we will develop a review protocol to guide the work including:</p> <ul style="list-style-type: none"> <li>• our inclusion and exclusion criteria</li> <li>• how we will determine quality and our best evidence approach</li> <li>• our proposed approach to weighting of study</li> <li>• risk assessment and contingency planning</li> <li>• a content outline and style for the final project outputs.</li> </ul>

The scoping would inform a full search across a number of bibliographic databases. Once a final set of included studies has been agreed, we will proceed to analysis and synthesis.

We will approach information extraction and analysis thematically and will share an outline thematic structure, focused on answering the key review questions with the Advisory Group.

This content will then be written and structured for the digital resource.

Carers UK has a number of different areas of practice from CCGs, local authorities and local carers' and other organisations sourced through their daily work and updating of the ADASS Carers Policy Network publication, Effective and Efficient Interventions. This includes 51 new practice elements.

Carers UK provides the Secretariat for the ADASS Carers Policy Network and will send out a targeted request for practice through the ADASS lead carers' commissioner network across 152 authorities. This would look at commissioning goals, practice, key elements of where and how breaks are commissioned, outcomes, use of personal budgets, etc.

SCIE and Carers UK both have strong links with CCGs and Mental Health Trusts whom we would contact with a call for practice examples. SCIE would develop a questionnaire on practice, which Carers UK would send to its local network of 300 local carers' organisations in their Affiliate network. This network represents the largest breadth and diversity of organisations commissioned to provide breaks or advice and information on breaks to carers.

Carers UK has unique evidence and data from two years of State of Caring 2017-2018, from around 6,000 current carers in each year as well as research evidence on technology that allows carers to take a break. Carers UK would review work from Wales in particular on carer's breaks for transferable learning.

Question	AQ2b	Weight	15%	Word Limit	350
<b>Subject</b>		<b>Method Statement</b> <b>Phase 2: Digital resource</b> – development of the digital resource which will set out best practice and supporting resources.			
<b>Question</b>		Phase 2 - Please provide a concise overview of your approach to the project (with specific reference to the elements of the requirements and the outcomes expected detailed in the Service Description			
<b>Response Guidance</b>		The Tenderer's response is relevant to this procurement in terms of: The Tenderer's response shows that it: <ul style="list-style-type: none"> <li>- Has a credible solution to ensure successful delivery.</li> <li>- Has identified and proposes suitable management of the delivery risks.</li> <li>- Has a quality assurance regime that monitors, measures and assures quality outcomes with standards for analysis, publication of work and data dissemination.</li> </ul>			

Potential Provider Response / Additional commentary
<p>SCIE has considerable experience in providing digital platforms for DHSC that set out best practice and supporting resources. Carers UK has developed similar resources to the DHSC, and others. As an example, SCIEs' recently launched resource for multidisciplinary teams can be found <a href="#">here</a>.</p> <p>We strive to make our digital resources accessible to all, mobile ready, and incorporating a variety of mixed media and approaches best suited to the content and target audiences. The most appropriate format of the resource would be identified through the steering group and user testing by carers. We regularly use mechanisms to assure quality throughout our work, from choice of suitable platform, to ease of use and digital assurance. Our testing and advisory mechanisms will ensure high quality delivery of content.</p> <p>Our digital resource would be aimed at encouraging good commissioning practice, but also creative delivery and provision of breaks across all sectors. It would include common themes and approaches, practice examples and offer carer's outcomes/experiences to inspire change including new and different practice pathways.</p>

SCIE and Carers UK will also develop an engaging carer-focussed digital tool supporting good practice in respite. Through direct engagement with carers we will build upon our existing knowledge and understanding of what constitutes a good break, and the barriers to carer's respite. Carers UK expects to engage over 2,000 carers in this process, by asking them how they get a break, what it means to them, how they got it (incl. statutory or self-funded, family/friends or community route), and their advice to other carers. This direct resource for carers would include video content from carers or an animation to bring the subject alive. This kind of content is critical since taking a break often involves difficult to overcome emotional issues, including feelings of guilt and worry.

The Carers Breaks and Respite Care best practice resource will be hosted on the SCIE Carers Hub, as well as information and advice on Carer UK's core resources, including Carers UK's Digital Resource for Carers.

SCIE and Carers UK would ensure clear branding and quality assurance in terms of any legal accuracy, and practice content, gaining appropriate permissions.

Question	AQ2c	Weight	15%	Word Limit	350
<b>Subject</b>		<b>Method Statement</b> <b>Phase 3: Engagement of stakeholders and carers</b> in the development of the digital resource and supporting resources.			
<b>Question</b>		Phase 3 - Please provide a concise overview of your approach to the project (with specific reference to the elements of the requirements and the outcomes expected detailed in the Service Description			
<b>Response Guidance</b>		The Tenderer's response is relevant to this procurement in terms of: The Tenderer's response shows that it: <ul style="list-style-type: none"> <li>- Has a credible solution to ensure successful delivery.</li> <li>- Has identified and proposes suitable management of the delivery risks.</li> <li>- Has a quality assurance regime that monitors, measures and assures quality outcomes with standards for analysis, publication of work and data dissemination.</li> </ul>			

#### Potential Provider Response / Additional commentary

SCIE and Carers UK will engage carers and other key stakeholders including commissioners, service providers and people who use services in the development of the resource and to promote awareness of the related digital resources, and their key messages.

SCIE and Carers UK have extensive experience of engaging with these stakeholders and will utilise existing networks, channels and effective engagement activities, as well as creating new processes specifically to support this engagement activity.

Carers UK will send out an engagement survey to carers, expecting at least 2,000 responses segmented by age, gender and caring condition. This would reflect a representative balance of BAME and LGBT inclusion providing a more in-depth evidence resource on which commissioners could draw. We would ensure that there is a robust feedback mechanism that updates those taking part but also engages those who wish to, in taking good practice forward.

Carers UK has the widest pool of contacts who provide breaks and breaks advice in England, which is in excess of 300 local voluntary organisations, Carers UK regularly works with NHS England on good practice and we have strong engagement

links nationally and locally and we work with the private sector to deliver support to carers.

SCIE's existing channels include: regular contact with care providers and their networks including the Care Providers Alliance and its membership including Care England, National Care Forum, UK Home Care Association and Shared Lives and SCIE's Coproduction Network of service users and carers.

We will set up a steering group including: members of Carers UK's network, SCIE's Co-production Network, The Care Providers Alliance, the Care Association Alliance, HealthWatch, ADASS, CCG Commissioners, NHSE representatives, Skills for Care, BASW, The People Hub (network of personal health budget holders), as well as breaks providers including short breaks as well as residential services, local carers' advice providers including carers centres, locally commissioned Age UK services, private care providers, including internet based services, technology providers, and local schemes involving private sector providers.

The group would contribute to the development of the resources, and critically the development and delivery of the dissemination and promotion plan – acting as advisors and ambassadors for the project.

Question	AQ2d	Weight	20%	Word Limit	350
<b>Subject</b>		<b>Method Statement</b> <b>Phase 4: Dissemination and promotion of best practice and supporting resources.</b>			
<b>Question</b>		Phase 4 – Please provide a sample design for delivery of the project. Please provide a concise overview of your approach to the project (with specific reference to the elements of the requirements and the outcomes expected detailed in the Service Description			
<b>Response Guidance</b>		The Tenderer’s response is relevant to this procurement in terms of: The Tenderer’s response shows that it: <ul style="list-style-type: none"> <li>- Has a credible solution to ensure successful delivery.</li> <li>- Has identified and proposes suitable management of the delivery risks.</li> <li>- Has a credible sample structure – target audiences, solution for selection and engagement, coverage and design to ensure successful delivery.</li> <li>- Has a credible recruitment approach to ensure successful delivery.</li> <li>- Has a robust methodology for handling data, governance for information including security, ethics, consent and confidentiality.</li> </ul>			

Potential Provider Response / Additional commentary
SCIE and Carers UK will take a multi-channel approach to resources. This will include access to our existing channels including: <ul style="list-style-type: none"> <li>• SCIE’s websites (SCIE and Social Care Online): resources will be promoted from all relevant sections - over 2.5m visitor reach P/A.</li> <li>• Carers UK’s resources are accessed by 1.7 million people and widest carers dissemination network –around 1,000 local organisation.</li> <li>• Email marketing to SCIE’s database of over 220,000 contacts, and SCIE’s ebulletin: 127,000 subscribers</li> <li>• SCIE/Carers UK combined social media reach includes: Twitter followers: c100,000. Facebook followers: c46,000. YouTube (1.9m minutes viewed in 12 months)</li> </ul>

- SCIE hosts a series of webinars promoting key messages.
- SCIE and Carers UK will develop and deliver a trade press campaign to care providers and commissioners. Outlets include Community Care, Guardian Social Care Network, Care Management Matters, Professional Social Work and stakeholder channels such as Care England’s newsletter.
- We will use the steering group as ambassadors for the project, taking a peer-to-peer approach.
- SCIE delivers training support direct to local authorities, care and health providers. Key project messages can be built in to relevant courses.
- SCIE will include key messages from the work in speaking engagements.
- Carers UK’s Carers Week and Carers Rights Day, delivers information directly to 1,500,000 carers in England.
- Carers UK will disseminate through the ADASS Carers Policy Network, ADASS regional networks, CCGs and Mental Health Trusts.
- Carers UK would communicate through non-traditional routes including Employers for Carers network: over 130 employers, excess of 1 million employees.
- Carers UK’s annual media reach for 2017/18 was 385 million, regularly securing positive messaging for carers in publications including: My Weekly, Yours magazine, Men’s Health, Daily Express, Daily Mail, etc. and would use these routes to promote the carer-facing tool.
- Carers UK would run a paper and digital copy feature in Caring Magazine to 20,000 carers.
- Carers UK will brief their 400 strong volunteer team, community and social media based on the new resource.
- SCIE and Carers UK are fully compliant with data legislation including GDPR. SCIEs [Privacy Policy](#) explains how we collect, store and process any personal data and communicate externally.
- All delivery risks will be project managed as referenced in section AQ4.

Question	AQ2e	Weight	5%	Word Limit	300
<b>Subject</b>		<b>Method Statement</b> <b>Phase 5 – Evaluating and measuring the success of the project</b>			
<b>Question</b>		Describe how you will ensure that the outputs from the project have been successful in delivering their aims.			
<b>Response Guidance</b>		<p>The Tenderer’s response is relevant to this procurement in terms of:</p> <p>Producing an evaluation report measuring the impact of the outputs and how useful they have been. Provide evidence to show this will be measured and monitored on completion of the project and beyond the life of the project.</p>			

Potential Provider Response / Additional commentary
<p>SCIE and Carers UK will adopt a robust approach to evaluating and measuring throughout the project, applying our organisations combined project management skills and experience to effectively record and monitor the delivered outputs.</p> <p>At project start up SCIE will carry out a stakeholder mapping exercise with Carers UK in order to identify the potential audience for all outputs from the project. We will use this data to evaluate the reach and response to the project outputs.</p> <p>Reach and usage of the reports will be monitored and reported to inform promotional and dissemination work as it is ongoing, as well as to provide an overview of the take up of the information.</p> <p>The SCIE website is integrated with the CRM platform Salesforce, which will allow the project team to gather specific information on job roles, organisations, geography and more of individuals and services engaging with the resource, which will then inform further dissemination activity.</p> <p>This data will inform a short evaluation and impact report which will include information on;</p> <ul style="list-style-type: none"> <li>• Web site visits of the resource. Including bounce rates, length of interaction, referral source etc.</li> <li>• Social media engagement data</li> </ul>

- Open and click through rates to core resources for E-bulletin and direct mailings from both organisations
- Numbers of carers engaged in rapid evidence review and stakeholder engagement.
- Numbers of carers wishing to be engaged in promoting the carers’ resource further.
- Data on media reach, number of articles, segment and reach.
- Page views and downloads.
- Stakeholder feedback on use of tool, which would include carer feedback as well as the broader range of stakeholders.

Question	AQ3	Weight	10%	Word Limit	300
<b>Subject</b>	<b>Leadership and Resource Plan</b>				
<b>Question</b>	Provide details of the qualifications and experience of the individual(s) whose responsibility will be to ensure that the requirement is delivered. Please also provide details of how you will ensure that the project is sufficiently resourced.				
<b>Response Guidance</b>	The Tenderer’s response should show that it: <ul style="list-style-type: none"> <li>- Has leadership arrangements, project management and planning proposed is sufficient and suitable to ensure successful delivery.</li> <li>- Leadership have relevant qualifications and experience.</li> <li>- Has provided sufficient resource to deliver the Method Statement proposals.</li> <li>- Has identified appropriate management of these resources with defined roles and responsibilities.</li> <li>- Has assigned suitably qualified and experience resource for service delivery.</li> </ul>				

**Potential Provider Response / Additional commentary**

SCIE and Carers UK have the combined breadth of experience, skills and resources to deliver this programme of work, evidenced below and further detailed in Attachment 7 Pricing Sheet;

**David Cundy, Head of Delivery, SCIE, Project SRO**

Experienced project manager with Prince 2 Practitioner and MSP qualifications. Responsible for business development and delivering Care Act implementation, including a suite of national resources for the DHSC, LGA, and ADASS.

**Iris Steen – Head of Communications, SCIE**

27 years' experience in the public and voluntary sector. Leads SCIE's marketing and communications strategy, stakeholder management, digital marketing, media management and events.

**Deanne Mitchell – Research Analyst, SCIE**

Information specialist for SCIE, the Parliamentary and Health Service Ombudsman and Local Government Ombudsman and DHSC. Extensive experience in desk research and designing E-Library systems.

**Hugh Constant – Practice Development Manager, SCIE**

Qualified social worker with a national reputation for Care Act expertise. Produced best practice guidance across health and social care services. Supported the development of digital toolkits to promote good social care.

**Keith Spink – Senior Digital Developer, SCIE**

SCIE lead on technical digital development and strategically and technically developed, managed and maintained SCIE's suite of websites, and digital based applications.

**Emily Holzhausen OBE, Director of Policy and Public Affairs, Carers UK,**

27 years' experience and expertise on carers and wider social policy issues, including over 110 research projects, majority co-produced with service users and carers. Leads Carers UK's national strategic development and direction of policy, research and evidence, carer voice, media and Carers Week.

**Emma Aldridge, Director of Carers Support, Carers UK**

Strong information and advice experience including the development of new digital tools and tailored information and advice resources and expert in user engagement on information.

**Rachael Graham, Policy and Public Affairs Officer, Carers UK**

Project support for DHSC commissioned Carers Passports project including delivering the evaluation, dissemination and research. Secretariat for the ADASS Carers Policy Network.

Question	AQ4	Weight	10%	Word Limit	350
<b>Subject</b>	<b>Timetable and Deliverables</b>				
<b>Question</b>	Provide a complete timetable for the delivery of the Specification.				
<b>Response Guidance</b>	<p>The Tenderer's response shows that it:</p> <ul style="list-style-type: none"> <li>- Has a defined an achievable timeline with progress monitoring.</li> </ul> <p>Has defined the required deliverables and an achievable plan for producing them by the required dates.</p>				

#### Potential Provider Response / Additional commentary

SCIE will manage the project with subcontracted work-package deliverables to Carers UK. The project will be managed throughout its lifecycle and evaluation phase within a Prince2 project management environment, to ensure that there is a common project language and clear flexible decision points. This methodology will provide robust risk management and ownership which will be reported through SCIE's project governance system.

A joint risk register will be maintained by SCIE throughout the project with RAG rating and ownership of all risks identified and reviewed on a regular bases. This information will be shared through project reporting and accountability systems. This means that any potential problems are identified early and managed proactively.

Regular highlight reporting will enable reviews of progress against the business case and project plan with a single point of contact between the DHSC and the project team. It will mean that there is a good flow of communications between the stakeholders and other project teams.

A full project plan and task allocation will be created at project start up but a set of milestones and delivery framework for delivery of the two major outputs of the project, the evidence review and the digital resource are outlined as follows:

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19
Project mapping meeting: 23 Oct							
Evaluation baseline							
Rapid evidence review: 22 – 30 Nov							
Synthesis and analysis: 14 Dec							
Steering group meeting: 14 Dec							
Engagement activity: 14 Dec - 31 Jan							
Information architecture and content development: 31 Jan							
Steering group meeting: 1 Feb							
Recourse user testing: 15-28 Feb							
Launch and dissemination: 18 - 29 Mar							
Communication, media and PR activity: 18 Mar onwards							
Evaluation and reporting: Apr onwards							

Question	AQ5	Weight	10%	Word Limit	350
<b>Subject</b>	<b>Exit Strategy and Skills Transfer</b>				
<b>Question</b>	Please provide details of how you plan to close the project and deliver your findings.				
<b>Response Guidance</b>	<p>The Tenderer's response shows that it:</p> <ul style="list-style-type: none"> <li>- Has the skills to distil and formulate the strategically important findings for the authority.</li> <li>- Can verbally present findings in a robust and engaging way with supporting PowerPoint presentation(s).</li> </ul> <p>Have a robust methodology to provide all findings from the report in a Word document/PDF that will act as a comprehensive reference point for the authority and will be suitable for publication on Gov.UK.</p>				

Potential Provider Response / Additional commentary

SCIE has an excellent track record in developing concise and engaging content and reporting from a wide range of [evaluation and research projects](#), in a range of easily digested ways. We have a quality assured methodology to reporting and we will work closely with the authority to ensure that all final outputs from the project meet the specific requirements in terms of length, tone and format, including a final written report drawing on key findings. Based on this report, SCIE will develop and deliver a presentation to personnel from the authority, ensuring that all learning outcomes and information is effectively communicated to authority representatives.

We will also produce a series of actionable recommendations which will contribute to continuous improvements at both a project and a strategic level. The project team will then produce a high quality, accessible publication for the DHSC website for external audiences.

Carers UK will undertake to maintain the integrity and quality of the carer facing resource and to ensure that it continues to be relevant and accurate should there be changes to legislation around breaks, etc. This will become part of Carers UK core suite of information, support and advice provided to carers as well as an element of the digital resource sited in SCIE's Carers' Hub.

Carers UK will have ongoing opportunities to promote the resource amongst our key partners and with key awareness weeks once the funding has finished, such as Carers Week, Carers Rights Day, at key events such as the State of Caring 2019 conference and NCAS 2019, and through our links with NHS England, and the ADASS Carers Policy Network. We would seek to continue to work on skills transfers through these networks.

## Annex 4 – Part 1: Schedule of Processing, Personal Data and Data Subjects (Schedule 1)

### Schedule 1 Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [Insert Contact details]
2. The contact details of the Processor's Data Protection Officer are: [Insert Contact details]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 1.1.</p> <p>N/A</p> <p>"Notwithstanding Clause 1.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of: N/A</p> <p>In respect of Personal Data under Joint Control, Clause 1.1-1.15 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Schedule 2 instead."</p>
Subject matter of the processing	N/A
Duration of the processing	N/A

Nature and purposes of the processing	N/A
Type of Personal Data being Processed	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	N/A

## Annex 5 - Security

The technical security requirements set out below provide an indication of the types of security measures that might be considered, in order to protect Personal Data. More, or less, measures may be appropriate depending on the subject matter of the contract, but the overall approach must be proportionate. The technical requirements must also be compliant with legislative and regulatory obligations for content and data, such as GDPR.

The example technical security requirements set out here are intended to supplement, not replace, security schedules that will detail the total contractual security obligations and requirements that the Processor (i.e. a supplier) will be held to account to deliver under contract. Processors are also required to ensure sufficient 'flow-down' of legislative and regulatory obligations to any third party Sub-processors.

**External Certifications e.g.** Buyers should ensure that Suppliers hold at least Cyber Essentials Plus certification and ISO 27001:2013 certification if proportionate to the service being procured.

**Risk Assessment e.g.** Supplier should perform a technical information risk assessment on the service supplied and be able to demonstrate what controls are in place to address those risks.

**Security Classification of Information e.g.** If the provision of the Services requires the Supplier to Process Authority/Buyer Data which is classified as OFFICIAL, OFFICIAL-SENSITIVE or Personal Data, the Supplier shall implement such additional measures as agreed with the Authority/Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

### **End User Devices e.g.**

- The Supplier shall ensure that any Authority/Buyer Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority/Buyer except where the Authority/Buyer has given its prior written consent to an alternative arrangement.
- The Supplier shall ensure that any device which is used to Process Authority/Buyer Data meets all of the security requirements set out in the NCSC End User Devices Platform

Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

**Testing e.g.** The Supplier shall at their own cost and expense, procure a CHECK or CREST Certified Supplier to perform an ITHC or Penetration Test prior to any live Authority/Buyer data being transferred into their systems. The ITHC scope must be agreed with the Authority/Buyer to ensure it covers all the relevant parts of the system that processes, stores or hosts Authority/Buyer data.

**Networking e.g.** The Supplier shall ensure that any Authority/Buyer Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

**Personnel Security e.g.** All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record. The Supplier maybe required to implement additional security vetting for some roles.

**Identity, Authentication and Access Control e.g.** The supplier must operate an appropriate access control regime to ensure that users and administrators of the service are uniquely identified. The supplier must retain records of access to the physical sites and to the service.

**Data Destruction/Deletion e.g.** The Supplier must be able to demonstrate they can supply a copy of all data on request or at termination of the service, and must be able to securely erase or destroy all data and media that the Authority/Buyer data has been stored and processed on.

**Audit and Protective Monitoring e.g.** The Supplier shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of

Authority/Buyer Data. The retention periods for audit records and event logs must be agreed with the Authority/Buyer and documented.

**Location of Authority/Buyer Data e.g.** The Supplier shall not, and shall procure that none of its Sub-contractors, process Authority/Buyer Data outside the EEA without the prior written consent of the Authority/Buyer and the Supplier shall not change where it or any of its Sub-contractors process Authority/Buyer Data without the Authority/Buyer's prior written consent which may be subject to conditions.

**Vulnerabilities and Corrective Action e.g.** Suppliers shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5.

Suppliers must ensure that all COTS Software and Third Party COTS Software be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support.

**Secure Architecture e.g.** Suppliers should design the service in accordance with:

- NCSC "[Security Design Principles for Digital Services](#)"
- NCSC "[Bulk Data Principles](#)"
- NSCS "[Cloud Security Principles](#)"