

TENDER PACK

FRAMEWORK AGREEMENT

**FOR
THE PROVISION OF INDEPENDENT
FOSTERING SERVICES**

**TO
WORCESTERSHIRE COUNTY COUNCIL
AND
HEREFORDSHIRE COUNCIL**

ISSUE DATE: 22ND APRIL 2014

CLOSING TIME & DATE: 4PM ON 22ND MAY 2014

Contents

Section	Description	Purpose
1.	Introduction	Provides background information about the local and national policy context and why the Service is being commissioned.
2.	Definitions	Defines the terms as used in this pack and all appendices.
3.	Tender Overview	Summarises key information relating to the Tender.
4.	Tender Evaluation and Award Criteria	Sets out the criteria the Council will use to award the Tender.
5.	Tendering Arrangements and Timetable	Sets out the tendering process and timetable (including key stages and how to obtain further information).
6.	Tender Questionnaire, Pricing Schedule and Declaration	Contains the Questionnaire together with completion instructions, Pricing Schedule and Declaration to be signed by the Tenderer.
Schedule 1	Service Specification	Outlines the Service which the Council requires.
Schedule 2	General Conditions of Contract	Sets out the Council's General Conditions of Contract which will form part of the Agreement between the Council and the Service Provider.
Schedule 3	Protection of Information	Sets out the Council's conditions in relation to Protection of Information which will form part of the Agreement between the Council and the Service Provider.
Schedule 4	Individual Placement Agreement	Is the contract between the Council and the Fostering Service Provider which sets out the arrangements for the care and accommodation of the individual child or young person.
Schedule 5	Income and Expenditure Form	For completion by Charities not required to produce audited accounts as required in Section 6.



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SECTION 1

INTRODUCTION

1. Background

Worcestershire and Herefordshire Councils are seeking to develop a joint framework for fostering services after a successful partnership within Worcestershire's Fostering Framework since 2011.

Individually the Councils have a duty to make arrangements for the accommodation and care of children for whom it has a responsibility pursuant to Sections 31 and 20–23 of the Children Act 1989. The Councils are taking steps to secure, so far as is reasonably practicable, accommodation for looked after children, which is within the authority's area and meets the needs of the child/young person as outlined in the Sufficiency Duty Legislation (Children Act 1989 Section 22G).

As at 1st April 2014, Worcestershire County Council had 642 looked after children in its care. Of these, 228 were placed via Independent Fostering Agencies (IFA's), 174 within the current Framework Agreement and 54 placed on a spot purchase basis. Herefordshire had 248 looked after children in its care. Of these 27 were placed via the current Framework and 15 placed on a spot purchase basis.

STATISTICAL INFORMATION ON THE COUNCIL'S EXTERNAL FOSTERING PLACEMENTS - DATA FROM 1ST APRIL 2013 - 31ST MARCH 2014

TOTAL NUMBER OF EXTERNAL FOSTER PLACEMENTS FOR PERIOD			
	Worcestershire	Herefordshire	Total
Placements as at 1 st April 2013	219	45	264
Placement Starts in Period 1 st April 2013 to 31 st March 2014	161	47	208
Placements as at 1 st April 2014	228	42	270

Current trends indicate that the number of children being placed through Independent Fostering Agencies continues to increase steadily. The Councils have therefore decided to invite tenders for the provision of external foster care placements for Worcestershire and Herefordshire's looked after children. Organisations that are successful at tender will be placed on a tiered list of Service Providers (consisting of 4 tiers) and will enter into a Framework Agreement with the Councils. The tiers will be fixed for the first 2 years subject to the performance of the Service Provider, which will be monitored throughout the period of the contract.

The Councils are looking to simplify contract and placement administration as well as incentivise high quality placements with favourable placement costs and to this end is looking to set a cap figure for Service Providers to join the premium tiers (i.e. tier 1 and 2) this cap is based on the average cost of a framework placement across the West Midlands region.

The Councils are also looking to simplify discounts that can be offered by Service Providers by fixing standard sibling and long term discounts and removing cost and volume discounts. In addition, to reduce administration costs the Councils will set fixed rates for additional mileage and reservation fees. The tier structure and referral process is detailed in Section 3 of this Tender Pack.

Both Councils are committed to referring all foster agency searches through the contract and the creation of tiers of Service Providers according to a score based on price but setting a minimum quality threshold which all Service Providers must exceed.

Subject to successful negotiation between them, each Council, individually, will enter into a contract with successful Tenderers. The contract, along with the Service Specification (Schedule 1 to this Tender Pack) will set out arrangements under which the Service Provider will provide foster care services.

The Councils are part of the West Midland Child Care Partnership (WMCCP) which consists of 14 member Authorities. The Partnership manages and operates www.westmidlandsplacements.com which is a Service Provider database and referral system. The Councils will also source spot purchase placements (when the Framework is unable to meet the needs of specific individuals) to Service Providers approved and registered on this system. The Council's Framework Agreement does not replace the (WMCCP) Pre Placement Agreement or National Contract, but will supersede it in terms of our external foster care referral policy.

The Framework Agreement will supersede all previous contracts between the Service Purchaser and the Service Provider, except where the Parties agree otherwise in writing.

All terms and conditions for existing placements made under previous contracts between the Service Purchaser and Service Provider will transfer onto the main terms and conditions of the Framework Agreement from the commencement date. This will include price except where the previously negotiated price for an individual placement is lower than the price under the Framework Agreement, in which case the lower price will continue to apply under the terms and conditions of the contract.

The Council's General Conditions of Contract are shown in Schedule 2 to this Tender Pack. Specific details of the contract, including the responsibilities of the Parties and arrangements for monitoring and review, will be agreed with the successful Tenderers.

Organisations that are successful in being placed upon the Framework will not be guaranteed placements, but will have the opportunity to accept individually purchased placements (call-offs) which will be under the terms and conditions of the Council's Framework Agreement and Service Specification and will be tailored to individual need in an Individual Placement Agreement.

The Framework of Approved Service Providers is expected to be in place by **July 2014**. It is anticipated that a 2 year contract be adopted with an option to extend up to a further 2 years subject to the Councils discretion.

After the Framework Agreement's initial 2 year duration, the Service Provider will go through a re-grading exercise at which point their position in the tiers may change. This will be based on their proposed fee structure and an updated quality assessment which may consider service delivery performance during the first 2 years of the Agreement period.

The Councils reserve the right to terminate this framework with one month's notice should a West Midlands Regional Fostering Framework be implemented, which would offer more favourable rates to the Councils.

Details of the Services required are as outlined in Schedule 1 (Service Specification).

The Framework Agreement let by the Councils may be joined by other Authorities within the Government Office West Midlands area.

2. THE LOCAL AND NATIONAL POLICY CONTEXT

The Service will contribute towards meeting the following National Priorities and **comply with all relevant current and future legislation required to provide the Service:**

- Stability of placements of looked after children: number of moves (NI62)
- Stability of placements of looked after children: length of placement (NI63)
- Health of children looked after (C19)
- Children looked after in foster placements or placed for adoption (B79)
- Participation in reviews (C63)
- Children in care reaching level 4 in English at Key Stage 2 (NI99)
- Children in care reaching level 4 in Maths at Key Stage 2 (NI100)
- Children in care achieving 5 A*-C GCSE's (or equivalent) at Key Stage 4 (including English and Maths) (NI101)
- Cost of services for children looked after (B8)
- Distance from home (C69)
- Absence from school (C24)
- Sufficiency Duty (Children Act 1989 Section 22G)

Worcestershire and Herefordshire recognise that Wales, Scotland and Northern Ireland operate different, but equivalent governance systems to OFSTED in England. The Councils would like to encourage all Foster Agencies with a presence in the region (or wishing to develop within the region) to apply for this Tender and as such any reference to OFSTED within the Tender documents can be read to include any equivalent governance body within the United Kingdom.

3. Provision of the Service

Full details of the Service required together with the arrangements for submitting a Tender and the criteria that the Councils will use to award the contract are outlined in this Tender Pack. The closing date for the receipt of Tenders is **4pm on 22nd May 2014.**

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SECTION 2

DEFINITIONS

In this Tender Pack, the terms below have the meaning shown:

TERM	MEANS
the Contract or Framework Agreement	The legal arrangement entered into between the Council and the Service Provider.
the Council	Either Worcestershire County Council or Herefordshire Council
the Councils	Worcestershire County Council, and Herefordshire Council.
Placing Authority	The Council contracting or referring a placement.
Funding	The amount payable for the Service as detailed in the contract.
the Organisation	A Sole Trader/Proprietor <u>or</u> Incorporated Company <u>or</u> Partnership <u>or</u> Cooperative <u>or</u> Statutory Body <u>or</u> Charitable Body <u>or</u> Voluntary Organisation.
the Preferred Tenderer	The Organisation, selected under the Tendering Procedure, with which the Council enters into further negotiations.
the Service	The Service set out in the Service Specification (Schedule 1)
the Service Provider	The organisation which subsequently provides the Service under a contract with the Council.
the Service User	A child or young person using the Service.
VCS	The Voluntary and Community Sector.



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SECTION 3

TENDER OVERVIEW

1. Tender Purpose

The purpose of the Tender is to identify a list of suitable organisations to provide Foster Care Services to Worcestershire County Council and Herefordshire Council.

Services are required in Worcestershire, Herefordshire and their surrounding areas.

PLEASE NOTE:

Worcestershire County Council will lead and administer the tender process and tenderers should correspond and submit their bids to Worcestershire County Council only in accordance with this Tender Pack.

2. Service Required

The Service required is as detailed in the Service Specification (Schedule 1).

3. Funding & Tier Structure

Tenderers must detail their Tender prices in the Pricing Schedule in the Tender Questionnaire (Section 6). Submissions will be evaluated on a price/quality basis, however quality will be evaluated on a 'satisfactory' or 'not satisfactory' basis.

New Service Providers (and Service Providers with an inadequate rating) will be allowed to join the Framework but will not be referred to (i.e. be suspended) until they achieve an acceptable OFSTED (or equivalent) rating.

The Framework will be utilised according to Part 8 of Section 3 (this section) "Referrals to the Service (Placement Referrals)" it will Consist of 4 tiers.

The Council has set a maximum threshold fee figure for the Core Weekly fee which it will accept for Tenderers who wish to join tiers 1 and 2 of the framework. This is based on the average core fee across all current frameworks in the region.

Service Providers who tender equal to or below this threshold figure and who submit a compliant Tender will be ranked lowest to highest based on the fee tendered. The lowest 50% of Service Providers will be placed in tier 1 (the premier tier) and remaining 50% into tier 2.

Service Providers who tender above this threshold figure and who submit a compliant Tender will also be ranked lowest to highest based on the fee tendered. The lowest 80% of Service Providers will be placed in tier 3 and remaining 20% into tier 4.

Discounts for, long term, sibling placements and poor performance will be applied as per the Pricing Schedule but will only have a reducing effect on the core weekly fee.

Solo and Enhanced placements as detailed in the Pricing Schedule, will attract an additional payment if the requirement for these are identified by the placing authority.

Payments will be made to the Service Provider 30 days in arrears, on receipt of a correctly submitted invoice (Herefordshire) or paid 28 days in arrears by invoice-less automatic payments (Worcestershire).

4. Tender Award Criteria

Tenders will be evaluated against the Tender Evaluation Criteria (Section 4) to identify the most economically advantageous offer (i.e. the optimum contribution of whole life cost and quality or fitness for purpose) to meet the Councils requirements. The Councils reserve the right to not select a Preferred Tenderer at their discretion without awarding a contract and with no liability.

5. Criteria for Applicants

Applications will only be considered from:

- i) An organisation applying itself to provide the Service
- ii) A consortium with legal status
- iii) An organisation applying as the lead organisation for two or more organisations who (a) wish to provide the service as a consortium without legal status; (b) can evidence a written basis under which the consortium would operate for the duration of the service required; and (c) agree that the lead organisation will be contracting with the Council on their behalf.
- iv) Organisations registered as Fostering Service Providers with Ofsted and have experience in the provision of Fostering Services for children and young people.

6. Contract

Prior to commencing the Service, the Service Provider will be required to enter into a contract with each Council as each Council will contract for Services independently. Monitoring will also be carried out independently.

The contract will incorporate the General Conditions of contract which are set out in Schedule 2. Other details in the contract will be agreed between each Council and the Service Provider, based on the information in this Tender Pack and the Tender submitted by the Service Provider.

7. Management, Monitoring and Review of the Service

Management, monitoring and review of the Service will be undertaken by the Council and the Service Provider under the Contract Monitoring and Review arrangements set out in the Service Specification and the contract.

8. Referrals to the Service (Placement Referrals).

Placements will be searched for by each Council independently utilising this process:

The Council will place with Service Providers with Good or Outstanding Ofsted Inspection judgments. The Council will at its discretion place with Agencies with "Requires Improvement" or "Adequate" ratings (or those assessed by Ofsted Equivalent Government Bodies). Only if it is satisfied that those Service Providers are making good progress in addressing their Inspection Improvement Plans.

The Council will not place with "Inadequate" Service Providers or New Service Providers without an Ofsted (or equivalent) inspection rating, Service Providers with an Inadequate Ofsted inspection status acquired before or during the term of the Framework will only be referred new placements once they have improved their Ofsted rating.

Referrals will be made primarily via email, consisting of an invitation to Service Providers to match an anonymised placement request. In cases of emergency, telephone searches (or a combination of email and telephone) may be adopted.

The Council will in the first instance search its own in-house service prior to searching via this Framework.

If no placements are found they will search tier 1 then tier 2 and finally tier 3 and tier 4 in strict order.

Service Providers in each tier will be allotted a deadline to respond to the search and after that deadline the authority will refer to the next tier and so on. It should be noted that the deadline is a deadline for referral to the next tier and does not exclude Service Providers in any tier (or in-house service) from responding to a referral at any time during the search process prior to placement being made.

In cases of urgency it may be necessary to refer to two or more tiers simultaneously

The duration allowed for this deadline will vary depending on the nature and urgency of the placement.

Service Providers who can match the requirements as specified on the referral form for a placement should respond directly to the individual Council undertaking the search. Each Council will provide details of a central contact for referrals.

Service Providers should respond on the referral form provided in the search email and this will be evaluated by the placing social work team giving due regard to the specified needs of the child. If two or more Service Providers are found to meet the needs of the child, the normal practice would be to place the child with the lowest priced Service Provider (and/or lowest tier if more than one tier has been referred to). Social Work Teams may make contact with Service Providers who have submitted a potential match to further establish the suitability of a placement offered.

Placement and Search Teams will attempt to inform Service Providers if they have been unsuccessful as soon as reasonably practicable.

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SECTION 4

TENDER AWARD CRITERIA

1. Stage 1 Evaluation

1.1. The Council will evaluate the information supplied by Tenderers in response to the following parts of the Tender Questionnaire.

- Section 1 (Details of the Tenderer);
 - Section 2 (Professional Experience);
 - Section 3 (Financial Matters);
 - Section 4 (Equal Opportunities);
 - Section 5 (Health and Safety);
 - Section 6 (Safeguarding Arrangements);
- note; Tenderers are advised to note Section 4 (Protection of Vulnerable Adults and Children) of the Council's General Conditions of Contract (Schedule 2 of this Tender Pack).*

1.2. The information supplied for each section will be assessed as SATISFACTORY (i.e. there are no concerns about the Tenderer's suitability to be considered) or NOT SATISFACTORY (i.e. there are concerns about the Tenderer's suitability to be considered). Where any information is evaluated as NOT SATISFACTORY the Project Steering Group overseeing the Tender will decide whether or not the Tender can progress to the Stage 2 Evaluation below. The Council will then undertake a Stage 2 Evaluation for all Tenders which remain under consideration.

2. Stage 2 Service Specific Evaluation

2.1. The service specific evaluation will include 4 service area questions which will be assessed on a satisfactory or not satisfactory basis. For each service area shown in Column 2 below, the Councils will evaluate the information which has been supplied in the Tender. The specific information which will be evaluated for each area is listed in Column 3 and the section of the Tender Pack in which the requirement for the information is set out is shown in Column 4. Each question will be evaluated on a Satisfactory or Not Satisfactory basis tenderers must demonstrate a minimum standard as detailed in the question. Tenderers must score a Satisfactory status in all questions to be considered for this framework.

	Area of Weighting	Information to be evaluated	Section of Tender Pack in which the information is set out
1	Evaluation of judgement of last Ofsted Inspection	<p>Good or Outstanding Ofsted Inspection Judgements. The Council will at its discretion place with Service Providers with "Requires Improvement" or "Adequate" ratings. Only if it is satisfied that those agencies are making good progress in addressing their Inspection Improvement Plans.</p> <p>The Councils will not place with "Inadequate Service Providers" however Service Providers with an Inadequate Ofsted inspection status may apply to join the Framework but will only be referred new placements once they have improved their Ofsted rating in</p>	Section 7.1

		accordance with the referral policy.	
2	Statement Of Purpose and Children's Guide	Please provide a copy of your Statement of Purpose and Children's Guide. Please explain how children and young people are provided with age appropriate information.	Section 7.2
3	Care Quality and Training	Please identify how you would ensure that the potential Foster Carers offered through this contract can meet the identified placement needs of the child/young person.	Section 7.3
4	3 Monthly Report	Please provide a copy of your last 3 monthly report as required by Regulation 35 of the Fostering Regulations 2011 and Standard 25.7 of the National Minimum Standards for Fostering 2011	Section 7.4

Tenderers (regardless of price submitted) will not be accepted onto the Framework if they do not achieve Satisfactory for Section 7.2, 7.3 and 7.4 of the evaluation.

- 2.3 Following the Stage 2 Evaluation the Council will decide whether it requires amplification and/or clarification on any of the above areas.

If no amplification and/or clarification is needed the Council will identify its preferred tenderer from the Stage 2 Evaluation. However if further amplification and/or clarification is needed the Council will undertake a Stage 3 Evaluation and/or Stage 4 Evaluation below for all tenderers who remain under consideration. If both Stages 3 and 4 are undertaken they will normally, but not always, be undertaken in that order.

3. Stage 3 Evaluation

The Council may invite any tenderer(s) still under consideration to attend a meeting to clarify the information which has been supplied in the tender if this is required. The Council will then review and, where necessary, amend the scores awarded at Stage 2.

4. Stage 4 Evaluation

The Council may undertake a clarification visit to the site of any Tenderer(s) still under consideration as appropriate. The visit will seek amplification and/or clarification about the information in the Tender(s) relating to the Stage 2 Evaluation areas. The Council will then review, and where necessary amend, the scores awarded at Stage 2 (or as subsequently amended at Stage 3).

5. Economic and Financial Standing and Professional Ability

Prior to identifying a Preferred Tenderer, the Council will assess the information supplied in the Tender Questionnaire to satisfy itself that the Tenderer has the necessary economic and financial standing to provide the Service.

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SECTION 5

**TENDERING ARRANGEMENTS AND
TIMETABLE**

1. To submit a tender please complete and return the Tender Questionnaire in accordance with the completion guidance at the start of the Questionnaire.
2. Tenderers are responsible for obtaining all information necessary to complete the Tender Questionnaire and for any costs, expenses or liabilities incurred in preparing and submitting their tender.
3. Any questions relating to this Tender Pack should be sent **by e-mail** to tenderquestions@worcestershire.gov.uk and must be received by noon on **5th May 2014**. Telephone questions will **not** be accepted.
4. An open meeting for prospective Tenderers will be held between 10.30 and 11.30 at County Hall (WORCESTER) on 7th May 2014. At this meeting Council Officers will give a verbal response to all questions that have been submitted and to any questions raised at the meeting. Although questions will be accepted on the day, it would be helpful to have received questions in writing beforehand to ensure that the Officers are able to give a full response. No further questions can be submitted after this meeting. A written summary of the verbal responses given by Officers will be published on the Council's e-tender website www.worcestershire.gov.uk/tendering.
5. All Tenderers must satisfy the Councils that they are able to provide the Service in the Service Specification (Schedule 1).
6. In line with its obligations under the Freedom of Information Act (FoIA), the Councils cannot accept blanket confidentiality clauses in Tenders or any subsequent contract. If, at any stage of the tender process, you provide any information to the Council in the expectation that it will be held in confidence, then you must indicate clearly what material is to be considered confidential and why a duty of confidence applies. Any future disclosure of that information by the Council will be made in accordance with the FoIA. The Council publishes a list of all contracts with a total value greater than £50,000 on its website.
7. Following evaluation of the Tender by the Councils using the Tender Evaluation Criteria in Section 4 of the Tender Pack, Tenderers may be asked to attend a meeting on 6th June 2014. Tenderers must ensure this date is kept free and that they are available to participate if required.
8. The Councils anticipate completing the selection process by 30th June 2014 following which all Tenderers will be contacted in writing and advised of the outcome. Tenderers who have been unsuccessful will be advised of the arrangements for debriefing.

9. A summary of the timetable for advertising and awarding the contract is given below.

Process	Timescale
Advertise Tender	22 nd April 2014
Closing date for submission of questions	5 th May 2014
Open meeting for potential Tenderers	7 th May 2014
Summary published of response to questions	9 th May 2014
Closing date and time for receipt of completed Tenders	16.00 on 22 nd May 2014
Evaluation of Tenders	23 rd to 29 th May 2014
Clarification Meeting (if required)	6 th June 2014
Preferred Tenderer announced	30 th June 2014
Contract commences	15 th July 2014

10. If at any stage you believe that the Council is undertaking the tendering process in a way which is not transparent, equal, fair and proportional you should write to, or email, Michael Howard, the Council's Strategic Procurement Manager, at County Hall, Spetchley Road, Worcester, WR5 2NP (e-mail: mhoward@worcestershire.gov.uk)

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SECTION 6

**TENDER QUESTIONNAIRE,
PRICING SCHEDULE
AND DECLARATION**

Completion Guidance

- i) All Tenderers must fully complete the Tender Questionnaire including the Pricing Schedule and Declaration which are part of the Tender Questionnaire, in accordance with this Guidance.
- ii) The Tender Questionnaire will be used as part of the tender evaluation process to help the Council assess which tenderer can best meet the Council's requirements as set out in the Tender Pack.
- iii) If your organisation is part of a larger organisation or a group of organisations, please complete the Tender Questionnaire solely for your organisation.
- iv) If you do not operate in the United Kingdom (UK), you should fully complete the Tender Questionnaire, but make clear the appropriate legislation to which your answer relates if it is not UK legislation.
- v) Please supply the Council with two copies of the completed Tender Questionnaire and any other information specified in the Tender Questionnaire.
- vi) One copy of the completed Tender Questionnaire must be in ring bound paper form. The other copy should be in Word format on a CD or a memory stick and must not be encrypted. In the event of any variation between the paper copy and the electronic version, the paper copy shall take precedence. Submissions must not exceed the maximum word count stated in the tenderpack.
- vii) In the paper copy, the Declaration in the Tender Questionnaire must contain an original handwritten signature on behalf of your organisation. The Council will assume that the person signing is authorised to do so.
- viii) Tender Questionnaires completed electronically must be in Arial font, size 10.
- ix) Before completing the Tender Questionnaire you must read the Tender Pack to ensure you are clear about the Council's requirements and the tendering arrangements.
- x) The Council shall in its absolute discretion be entitled to reject any Tender that is not submitted entirely in accordance with the requirements of this Tender Pack or if the Tender is incomplete in any way.
- xi) Do not submit any information which is not specifically requested in the Tender Pack. Any such information which you submit will be disregarded.
- xii) Questions should be answered as concisely as possible and any limitation on the size of the answer must be adhered to.
- xiii) In answering each question do not cross-refer to other answers or expect the Council to take into account information given elsewhere in your Tender.
- xiv) In completing the Tender Questionnaire you must not make any assumptions about the Council's knowledge of your organisation. The Council will only evaluate your Tender on the information you supply as part of the Tender process.
- xv) The Council reserves the right to disqualify your Tender, or terminate any resulting negotiation or contract, if you make any material misrepresentation in the Tender Questionnaire or in any supporting information.

- xvi) The Council reserves the right to seek clarification or further information about any matter covered by the Tender Questionnaire at any time during the Tender process. This includes the right to contact other organisations which you have indicated you currently provide, or have within the last 5 years provided, services for. It also covers the right to contact your Bank for a reference.
- xvii) All questions must be answered in full. If an answer is “Nil”, “None”, or “Not Applicable”, this must be stated.
- xviii) All schedules, enclosures, continuation sheets, and other supporting information you supply in the Tender must be clearly marked with the name of your organisation and the number of the relevant question printed at the top of the first page only of each document
- xix) Each schedule, enclosure, continuation sheet or other document you supply must only contain information relevant to the individual question.
- xx) When you have completed the Tender Questionnaire then i) complete the checklist to confirm that you have enclosed all relevant documentation and ii) sign the Declaration. Please note that if your Tender is incomplete or unsigned it will be disqualified as non-compliant with the tender arrangements and not considered.
- xxi) Completed Tender Questionnaires and supporting documentation must be submitted in a sealed envelope or package addressed as below.

**Tender for Fostering Framework Agreement
Worcestershire and Herefordshire**

**Director of Resources
County Hall
Spetchley Road
Worcester
WR5 2NP**

- xxii) Tenders received by facsimile or e-mail will **not** be accepted.
- xxiii) All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of the Council. Intellectual property in the Tender bid shall remain the property of the Tenderer. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Council and Tenderer.
- xxiv) Completed tenders must be received by the Council by **4.00pm on 22nd May 2014**. Any tenders received after this date will be disqualified as non-compliant with the tender requirements and not considered. Consequently you are advised to obtain a timed delivery receipt for your Tender.

1. Details of Tenderer

1.1 Organisation Name

1.2 Registered / Head Office Address

1.3 Address for correspondence (if different to 1.2)

1.4 Contact person for this Tender:

Name:

Post Title:

Telephone Number:

E-mail Address:

1.5 If your organisation has a legal status please send us evidence of your standing – for example if you are an Incorporated Company send us a copy of your Certificate of Incorporation or if you are a Charity send us proof of your registration by the Charity Commission.

If you do not have a legal status, please send us evidence confirming your identity/status.

Enclosed

Not enclosed

1.6 If you have indicated that you are an Incorporated Company, are you part of a Group?

Yes No

1.7 Has any existing Director, Partner or Trustee of your organisation ever been involved in an organisation which has been liquidated or gone into receivership or had an action heard against it in a Court or Tribunal?

Yes No

If you have answered **Yes** please give details in the box below.

1.8 Has any existing Director, Partner or Trustee of your organisation ever been subject to bankruptcy proceedings or had judgment debt over £10,000 enforced upon them?

Yes No

If you have answered **Yes** please give details in the box below.

1.9 Has any existing Director, Partner or Trustee of your organisation ever been employed by the Council?

Yes No

If you have answered **Yes** please give details in the box below.

1.10 Does any existing Director, Partner or Trustee of your organisation have a close relative who is a current elected member or employee of the Council?

Yes

No

If you have answered **Yes** please give details in the box below.

2. Professional Experience

2.1 Are you required to be registered with a Statutory Body for service(s) you provide which are of a similar nature to the service(s) being sought by the Council in this Tender?

Yes

No

If you have answered **Yes** please give details in the box below. If you are required to be registered by more than one statutory body please continue on a continuation sheet, using the same format.

Regulatory/Statutory Body.....	
Are you currently registered?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If currently registered	
Date of Registration.....	
Registration Number.....	
Registration Category / Status.....	
Star Rating:	Date rating awarded:
Other details (please enter as relevant):	

2.2 i) Are you currently, or have you ever been, formally "Approved", "Accredited" or "Registered"(except in relation to any information you have supplied in answer to 2.1) by Worcestershire County Council **or** any other public body, for any service(s) you provide which are of a similar nature to the service(s) being sought by the Council in this Tender?

Yes

No

i) If you have answered **Yes** to question 2.2 (i) please give further details in the box below – if necessary use a continuation sheet. Details must include the period and service for which you were approved.

ii) If you have answered **Yes** to question 2.2 i) has your “Approval”, “Accreditation” or “Registration” ever been permanently or temporarily suspended?

Yes

No

If you have answered **Yes** please give further details in the box below. If necessary use a continuation sheet. Details must include the period of suspension and reason for suspension.

2.3 Do you currently, or have you at any time during the last 5 years, provided Worcestershire County Council with services of a similar nature to those sought by the Council in this Tender?

Yes

No

If you have answered **Yes** please give details in the box below :

Service	Period	Annual Value (£)	Council Person	Contact

2.4 Do you currently, or have you at any time during the last 5 years, provided any other Local Authority with services of a similar nature to those sought by the Council in this Tender?

Yes No

If you have answered **Yes** please give details in the box below:

Service	Period	Annual Value (£)	Name of Council and Contact Person

2.5 Other than any Service(s) detailed in 2.3, do you currently provide, or have you at any time in the last 5 years provided, any other services to Worcestershire County Council?

Yes No

If you have answered **Yes** please give details in the box below:

Service	Period	Annual Value (£)	Council Person	Contact

2.6 Has any contract or service agreement or service level agreement which your organisation has or has had with a public body, or any grant funding you received from a public body, ever been terminated before expiry or been suspended?

Yes No

If you have answered **Yes** please give details in the box below. Use a continuation sheet, based on the same format, if necessary.

i)	Name of Authority
	Type of Service
	Start and End Dates
	Annual Volume and/or Value
ii)	Name of Authority
	Type of Service
	Start and End Dates
	Annual Volume and/or Value

2.7 Are there any current, pending, outstanding or potential claims against your organisation which will/would be heard in a Court or Tribunal?

Yes No

If you have answered **Yes** please give details in the box below.

3. Financial Matters

3.1 Is the person named in 1.4, your contact person for financial matters?

Yes No

If you have entered **No** enter below details of your contact person.

Name.....

Post Title

Telephone Number

Fax Number.....

E-mail Address

3.2 Please give the name and address of your Bank:

Name.....

Address

.....

Post Code.....

3.3 Please enclose the last audited accounts for your organisation. If these are for a 12 month period which ended more than 9 months before the closing date of this Tender, please also enclose up to date Management Accounts.

i) Last audited accounts

Enclosed Not enclosed Not applicable

ii) Management Accounts

Enclosed Not enclosed Not applicable

- If you have ticked NOT APPLICABLE, because you are a Charity, please now complete Section 3.5.
- If you have ticked NOT APPLICABLE but you are not a charity, please now complete Section 3.4.

3.4 Please explain below why you have not supplied your last Audited Accounts and/or, if applicable, Management Accounts and supply equivalent documentation.

i) Equivalent documentation to last audited accounts:

Enclosed Not enclosed Not applicable

ii) Equivalent documentation to Management Accounts:

Enclosed Not enclosed Not applicable

3.5 If you are a charity and have not therefore supplied Audited Accounts under 3.3. please supply equivalent documentation. Additionally please complete and return Schedule 1 of the Tender Pack (Income and Expenditure Form) for the 12 months ending on 31st March last or 30th September last (whichever was most recent).

i) Equivalent documentation

Enclosed Not enclosed Not applicable

ii) Income and Expenditure

Enclosed Not enclosed Not applicable

4. Equal Opportunities

4.1 Does your organisation have a written policy and/or procedures for Equal Opportunities practices?

Yes

No

4.2 Does your organisation comply with all UK legislation and EU Directives in relation to equal rights, equal pay, employment law and minimum wages?

Yes

No

4.3 Has any court or tribunal ever heard an action brought against your organisation in relation to any matter covered by 4.1?

Yes

No

If you have answered **Yes** please give further details, including the outcome, in the box below:

4.4 Are you aware of any current or impending action against your organisation in relation to any matter covered by 4.1?

Yes

No

If you have answered **Yes** please give further details in the box below:

5. Health and Safety

5.1 Does your organisation have a current written health and safety policy, signed by a senior person in your organisation, which identifies your health and safety arrangements and specific post holders responsible for carrying them out?

Yes No

5.2 Has your organisation ever:

- i) been served with any formal prosecutions, improvement or prohibition notices under the Health and Safety at Work etc Act 1974 or any related legislation or guidance, or been subject to a formal investigation by the Health and Safety Executive?
- ii) had a court or tribunal action brought against you in relation to any matter covered by 5.1?
- iii) been served with any formal prosecutions, enforcement notices or prohibition notices under the Regulatory Reform (Fire Safety) order 2005?

Yes No

If you have answered **Yes** please enclose details and a copy of any notices.

Enclosed Not Enclosed

5.3 Is your organisation aware of any potential or impending prosecution or notice under the Health and Safety at Work etc Act or any related legislation or guidance by the Health and Safety Executive or any other body charged with ensuring health and safety standards?

Yes No

5.4 Person and/or organisation from whom competent Health and Safety advice or assistance would be obtained for this contract

Name Position

Employer..... Telephone.....

E-mail.....

Details of relevant training, expertise, knowledge and qualifications which enable the above named person/organisation to properly assist in Health and Safety matters.

Enclosed Not Enclosed

6. Safeguarding Children, Young People and Adults

6.1 Who in your organisation has the lead responsibility for Safeguarding?

Name

Position

*In order to pass this section you **MUST** have a named officer or manager with lead responsibility for safeguarding.*

6.2 Does your organisation have a written policy and/or procedures for safeguarding?

Yes

No

*In order to pass this section you **MUST** have a written policy or procedure (s) for safeguarding children and young people.*

6.4 If you have answered YES to Q6.2, please enclose a copy of the policy/ies and/or procedures. If you are signed up to multi-agency partnership arrangements for Safeguarding, you are expected to submit the internal policies and procedures that provide the detail of how your organisation, and not the partnership, will recognise and investigate Safeguarding concerns.

Enclosed

Not Enclosed

6.5 Please self-assess your policy and/or procedures and complete the table below, stating where in the document(s) each area is covered.

Note: If a particular area is not covered in your safeguarding policy/procedure but is covered in another policy and procedure, please also include that policy and procedure and indicate the relevant pages in the document.

*In order to pass this section you **MUST** demonstrate your organisation's robust safeguarding policy and/or procedures and identify as a minimum the pages where each area in the table below has been addressed (either within your safeguarding policy or other policies/procedures). As a minimum you must address the essential items listed below by identifying the policy in which the Area is addressed **and the page numbers where they are addressed.***

If you are unable to identify and address all essential (E) areas identified below you will be deemed to have failed this section of the Tender.

Area	Essential/ Desirable	Covered in policy/ procedures (Y/N)	Please indicate which page(s) in the document(s) this is covered	Pass/Fail
Contains a statement of the organisation's basic philosophy and principles relating to safeguarding adults, children and young people ensuring a commitment to participating in a multiagency approach to	E			Yes and evidenced = Pass No or Not evidenced = Fail

Area	Essential/ Desirable	Covered in policy/ procedures (Y/N)	Please indicate which page(s) in the document(s) this is covered	Pass/Fail
all safeguarding arrangements				
Identifies who in the organisation has lead responsibility for safeguarding arrangements and their position within the organisation	E			Yes and evidenced = Pass No or Not evidenced = Fail
Identifies the following types of abuse i) physical; ii) discriminatory; iii) sexual; iv) institutional; v) financial; vi) neglect; vii) psychological and promotes an understanding of these types of abuse	E			Yes and evidenced = Pass No or Not evidenced = Fail
Identifies what staff and volunteers must do if they see/suspect abuse, including "whistleblowing" arrangements for circumstances where normal reporting lines cannot be followed	E			Yes and evidenced = Pass No or Not evidenced = Fail
Identifies what service users (or their representatives, carers) should do if concerned about possible abuse by a staff member, volunteer or any other person	E			Yes and evidenced = Pass No or Not evidenced = Fail
Identifies how and when concerns should be escalated to appropriate statutory bodies	E			Yes and evidenced = Pass No or Not evidenced = Fail
Identifies how concerns reported by staff, volunteers, services users (or others acting on their behalf) will be dealt with	E			Yes and evidenced = Pass No or Not evidenced = Fail
Identifies circumstances where consent must/may be required in relation to reporting concerns	E			Yes and evidenced = Pass No or Not evidenced = Fail
Covers arrangements for ensuring safe recruitment of staff and volunteers	E			Yes and evidenced = Pass No or Not evidenced = Fail
Identifies mandatory induction training arrangements for staff and volunteers ensuring they are made aware of and understand their professional boundaries and that their practice reflects this	E			Yes and evidenced = Pass No or Not evidenced = Fail
Identifies issues of mental capacity in relation to safeguarding adults, children and young people	E			Yes and evidenced = Pass No or Not

Area	Essential/ Desirable	Covered in policy/ procedures (Y/N)	Please indicate which page(s) in the document(s) this is covered	Pass/Fail
				evidenced = Fail
Identifies need to consider preventative measures in relation to safeguarding	E			Yes and evidenced = Pass No or Not evidenced = Fail
Identifies arrangements for reviewing policies and procedures annually ensuring they are relevant and in line with current legislation	E			Yes and evidenced = Pass No or Not evidenced = Fail

7. Service Specific Information

To tender for this service you **MUST** be registered with OFSTED or an equivalent government body in Wales, Scotland or Northern Ireland.

For each of the following questions please supply an enclosure, not exceeding the word count specified, detailing the information requested. If you are the single lead organisation for a consortium you must regard the questions as referring to the whole consortium, not just your organisation, and answer appropriately.

Do not include any reference to the name of your organisation in your enclosure or supporting documentation, except at the top of the first page as detailed in clause xviii of the Completion Guidance.

7.1 Evaluation of Judgement of last Ofsted Inspection

Please respond to either section 7.1a or 7.1b depending on the date of your last Ofsted inspection.

The Councils will place with agencies with Good or Outstanding Ofsted Inspection Judgements. The Councils will at its discretion place with Agencies with “Requires Improvement” or “Adequate” ratings (or those assessed by OFSTED Equivalent government Bodies), only if it is satisfied that those agencies are making good progress in addressing their Inspection Improvement Plans.

The Councils will not place with “Inadequate Service Providers” or new Service Providers without an OFSTED (or Equivalent) inspection rating, however Service Providers with an Inadequate Ofsted inspection status may apply to join the Framework but will only be referred new placements once they have improved their Ofsted rating in accordance with the referral policy detailed in Section 3 of this document.

Either

7.1.a Where the last inspection was **after** September 2013

Ofsted Inspection Judgment	How this affects your Tender
----------------------------	------------------------------

OUTSTANDING	Satisfactory
GOOD	Satisfactory
REQUIRES IMPROVEMENT (Or are Registered in Wales, Scotland or Northern Ireland)	Satisfactory, you MUST include a copy of your agreed improvement plan with your tender and any other subsequent correspondence with/from Ofsted (or Equivalent) concerning this improvement plan. The LAs reserve the right to ask for further information concerning the improvement plan. Please refer to Section 3 for more information regarding referrals and tier structure.
INADEQUATE	Not Satisfactory - but Tenders may still be submitted and the Framework Agreement accessed as detailed in Section 3.

Or.....

7.1 b Where the last inspection was **before** September 2013

Ofsted Inspection Judgement	How this affects your tender
OUTSTANDING	Satisfactory
GOOD	Satisfactory
ADEQUATE (Or are Registered in Wales, Scotland or Northern Ireland)	Satisfactory, but you must include a copy of your agreed improvement plan with your tender and any other subsequent correspondence with/from Ofsted (or Equivalent) concerning this improvement plan. The LAs reserve the right to ask for further information concerning the improvement plan. Please refer to Section 3 for more information.
INADEQUATE	Not Satisfactory - but tenders may still be submitted and the framework accessed as detailed in Section 3.

Please Enter your OFSTED registration number and supply additional information as required below:

		Enclosed Y/N
OFSTED REG NUMBER: OFSTED (or equivalent) RATING:	Number: Rating:	
IF You are Good or Outstanding	No Further information for Q7.1 is Required.	N/A
If You are Adequate or Requires Improvement. Or you are registered with an equivalent body in Wales Scotland or Northern Ireland.	Please include your Agreed Improvement Plan (Enclosure) and detail your progress for each action point (500 Words Maximum).	
If you are Inadequate	No Further Information for 7.1 is Required However you should notify us as soon as your rating improves.	N/A
If you have no OFSTED (New Service Provider)	No Further Information for 7.1 is Required However you should notify us as soon as you have been	N/A

	rated by OFSTED (or equivalent body).	
Enter your Response Here:		

7.2 Statement Of Purpose and Children's Guide

Question	Response Required:
<p>Do you have a Statement of Purpose and Children's Guide?</p> <p>Please enclose a copy of your Statement of Purpose and Children's Guide(s)</p> <p>Please explain how children and young people are provided with age appropriate information when arriving at the placement.</p>	<p>You must have and enclose a copy of your Statement of Purpose and Children's Guide to participate in the Framework. (These documents do not form part of the word count however should be referred to in your response)</p> <p>To pass this section you must have a Statement of Purpose and a Children's Guide which meet the requirements as set out in The Fostering Services Regulations 2011 The Children Act 1989, Guidance and Regulations Volume 4: Fostering Services and The Fostering National Minimum Standards.</p>
<p>Please Enter your response here : Max Word Limit 500 Words</p>	

7.3 Care Quality and Training

Question	Response Required
<p>Please identify how you would ensure that the potential foster carers offered through this contract can meet the identified placement needs of the child/young person? How do you monitor and maintain the performance of your carers during the placement.</p>	<p>You may evidence your response with appropriate anonymised reports, policies, procedures and/or meeting minutes as appropriate.(these will not be included in the word count).</p> <p>To pass this section you must demonstrate that your processes and policies for the supervision , support and training for foster carers, the matching of children and young people to carers and the monitoring of these placements meets the requirement as set out in The Fostering Services Regulations 2011 The Children Act 1989, Guidance and Regulations Volume 4: Fostering Services and The Fostering National Minimum Standards.</p>

Please Enter your response here : Max Word Limit 500 Words	

7.4 3 Monthly Monitoring Report

Question	Response Required
Please provide a copy of your last 3 monthly report as required by Regulation 35 of the Fostering Regulations 2011 and Standard 25.7 of the National Minimum Standards for Fostering 2011	Copy of last Report

Document Checklist

Please complete the checklist below to ensure that you have submitted all relevant supporting information required in the Tender Application. Failure to submit any relevant supporting information may result in your Tender being disqualified as non compliant with the tender requirements and not considered.

Brief details of document	Question	Enclosed	Not Enclosed	Not Applicable
Evidence of status	1.5			
Last audited accounts	3.3			
Management Accounts	3.3			
Equivalent documentation to Management Accounts (non charities only)	3.4			
Equivalent documentation to last audited accounts (excluding charities)	3.4			
Equivalent documentation to Audited Accounts (Charities only)	3.5			
Income and Expenditure Analysis (Charities only)	3.5			
Business Plan	3.6			
Health and Safety Prosecutions / Notices / Actions	5.2			
Details of relevant training, expertise, knowledge and qualifications re Health and Safety matters	5.4			
Safeguarding Policy / Procedures	6.3			
Response to Question	7.1			
Response to Question	7.2			
Response to Question	7.3			
Response to Question	7.4			

Pricing Schedule

Pricing Schedule and Guidance Notes

Section 1 - Core Cost Specification

Listed on the following page are Services which Worcestershire County Council and Herefordshire Council expect to be included in your basic/standard weekly cost of children's fostering provision. This is detailed as the Core Cost Specification (page 53/54) and will be used as the basis for all placements through the Framework Agreement.

Section 2 - Standard Placement Costs

You will be required to quote how much a placement covering the full Core Cost Specification would cost for the specified age bands.

In order to be considered for tiers 1 and 2 your core cost fees must be less than the threshold (Cap) fees specified in Table 1. Service Providers whose core cost fees are below the threshold and who have met the minimum quality standard will be ranked in price order with the lowest 50% of Service Providers being placed in tier 1 and the remaining 50% in tier 2. If your fee is above this amount and your Tender is successful you will automatically be placed in tier 3 (Lowest 80%) or tier 4 (remaining 20%).

All costs and discounts detailed in Section 2 and 3 of this Pricing Schedule will determine your **Price Score**.

Should you not quote for an age band you will not feature in any tier for that age band and will subsequently not receive any referrals through the Framework for a child/young person aged within that band.

Some of the Services included in the Core Cost Specification may not be included in your own standard placement costs, however, you **must** quote for the provision of **all** of the Services on the Core Cost Specification so please adjust your quote from your published costs where appropriate.

When a child/young person in placement moves from one age band to the next and it is agreed that the placement will continue, the cost will be amended to that specified in the new age band from the birthday of the child/young person.

The quote you make will be for **temporary placements** – which, for the purposes of the contract, are all those placements where the child/young person's Care Plan does not identify the placement as long term and the child/young person has been placed with the Foster Carer for **less than 18 months**.

Day placement rates will be calculated on a pro rata basis of the weekly cost.

All discounts specified in Section 3 of the 'Tender Pricing Schedule' will apply to all age bands

Please note that your tendered prices should **not** include for any element of VAT which will be applied in accordance with legislation.

Section 3 – Fixed Percentage Discounts and SOLO Placement Enhancements

In order to reduce administration and simplify the tender process the Councils have identified a range of fixed discounts or enhancements that will be applied to qualifying placements.

The tenderer is **NOT REQUIRED** to enter any figures in this section (Section 3) of the Tender (and should not alter or amend the figures given). The Councils have set out the discounts (or enhancements in the case of Solo placements) that they will pay within the terms of this Tender below.

All Placement Cost Variations are to be applied cumulatively, for example, the eldest sibling of a group placed in a long-term placement will be placed at long-term discount rate, whilst all other siblings will be placed at sibling group plus long-term discount rate.

Please note that Long-term and Reserved Placement discounts (1 and 3) will also apply to Solo Placements

Section 4 – Additional Costs

For information purposes listed in Section 4 are some additional services which the Councils may wish to purchase (at their discretion) above the Core Cost Specification. The list is not exhaustive and fees payable (except for additional mileage) subject to individual negotiation on a case by case basis.

Please also note that the fee for additional mileage (over that specified in the Core Cost Specification) is fixed at **45p per mile** and should not be amended.

Section 5 Enhanced Placements

Section 5 identifies (at the Council's discretion) the need for time limited enhanced support packages for a placement subject to negotiation with the Service Provider.

Section 1 Core Cost Specification

<p>1. 24 hour care and accommodation</p> <ul style="list-style-type: none"> Accommodation, food and safe care that meet the child/young person's needs. Working with all agencies to meet the Care Plan and any other relevant plans (e.g.PEP).
<p>2. Basic clothing & school uniforms for children (Summer and Winter)</p> <ul style="list-style-type: none"> Provide school uniform, general sports activity clothing and other clothing. Any replacement special clothing requirements, e.g. unusual sizes or for children with disabilities. Exceptional expenses will be negotiated between Service Purchaser and Service Provider
<p>3. Equipment and resources</p> <ul style="list-style-type: none"> Individual sports or hobby equipment, within reason, such as tennis racket, football, cricket bat, music, along with schoolbooks and other equipment. Children/young people of school age shall have access to a computer in the home that is principally for education and homework. It shall be connected to the internet and be appropriately safeguarded. Resources relating to religious needs. Resources and equipment, within reason, to support the child/young person develop their talents.
<p>4. Glasses and contact lenses</p> <ul style="list-style-type: none"> Provision of glasses and contact lenses if required, including replacement in the event of accidental damage or loss.
<p>5. Holidays for children</p> <ul style="list-style-type: none"> Reasonable holiday expenses within any twelve-month period for the looked after children will be included within the basic/standard price. Up to 14 days holiday allowance per year for children/young person to accompany foster carers on holiday or to engage in activities as an alternative (e.g. daytrips, outings, play scheme etc). Up to 14 days per year respite care (both are pro rata to the length of the placement). Any family outings will be included within the basic/standard price. It is expected that children and young people will accompany their foster carers on family holidays. Where this is not possible, Service Providers are expected to consider alternative short-term break arrangements to placements with another carer. These activities should include adventure holidays and other types of club activities that would provide entertainment, education fun and adventure. Where additional holidays, such as school activity holidays are requested for the child, a written application can be made to the Service Purchaser. The Service Purchaser will consider making an additional funding available to fund such trips but each application will be dealt with on an individual basis.
<p>6. Contact</p> <ul style="list-style-type: none"> The Service Provider or their carers to facilitate, transport, host and promote contact with siblings, parents and relatives as specified in the child/young person's contact arrangements, following a risk assessment. Carry out basic life story work.

7. Initial & on-going assessment of need
<ul style="list-style-type: none"> • Assessment of the child, both at the beginning of and throughout the placement.
8. Pocket money, birthday & festival gifts to children
<ul style="list-style-type: none"> • All such payments are to be included and agreed to at the time of placement or at subsequent IPA review meetings. All such payments shall not be less than the Service Purchaser's recommended amounts.
9. Schooling
<ul style="list-style-type: none"> • Costs associated with homework assignments and extra curricular activities. • The Service Provider or their carer are expected to fund and organize all home to school transport for the children placed with them, within 20 mile radius of the foster home up to 200 miles per week averaged out over the invoice period (for example up to 800 miles over an invoice period of 4 weeks).
10. Telephone calls
<ul style="list-style-type: none"> • Calls to family members, significant others (agreed with the Service Purchaser) or the Service Purchaser are to be included. Similarly, a small allowance for telephone calls to other friends is to be included in the cost of care. • The costs of owning and operating a mobile phone are excluded and can be funded from any pocket money allowance, if the Care Plan states this to be appropriate.
11. Toiletries and cosmetics
<ul style="list-style-type: none"> • All toiletries, including skin and hair care products. • The cost of a regular haircut.
12. Transport
<ul style="list-style-type: none"> • The Service Provider or their carers are expected to fund the day-to-day transport needs for the children/young people placed, within a 20 mile radius of the foster home up to 200 miles per week averaged out over the invoice period (as per the above example). This agreement shall be specified in the Individual Placement Agreement (IPA).
13. Preparation for independence
<ul style="list-style-type: none"> • Provide support to the young person to prepare for independent living, in accordance with their Pathway Plan, working alongside other organisations to support the personal development of the young person: <ul style="list-style-type: none"> ○ Teach and support the child/young person to develop their life skills and ability ○ Setting up bank accounts ○ Assisting them to manage their finances appropriately ○ All transport to and from college within a 20 mile radius of the foster home, including training courses, apprenticeships and/or work up to 200 miles per week averaged out over the invoice period (as per the above example) ○ Assistance in looking for suitable jobs, further training and education ○ Support the young person to find suitable accommodation when leaving care, working with the Service Purchaser to do so.
14. Savings for a child/young person
<ul style="list-style-type: none"> • Allocate a weekly savings allowance for the child/young person in accordance with the Service Purchaser's agreed savings protocol for children/young people in care. This agreement will be made at the point of placement and subsequent IPA review meetings.
<ul style="list-style-type: none"> • All administrative work. • Recruitment, selection, preparation, approval and ongoing training of Foster Carers. • Foster Carer's supervision, support and review. • Foster Carer's membership of the Fostering Network or Foster Talk.

- Foster Carer allowances (with allowances and fee to the Foster Carer shown separately)
- Payments to the Foster Carer for the purchase/replacements of equipment/ furnishings due to normal wear and tear including costs of any required insurances.

Section 2 - Standard Placement Costs

- In the boxes below, please enter the price at which you are Tendering to provide the Service set out in this Tender Pack and Service Specification.
- You will be required to break down your weekly cost into the four placement fee components.
- This is the total cost you require in order to provide placements based on the 'Core Cost Specification' on page 53/54.
- The price you enter must **exclude** Value Added Tax.

Table 1 Threshold Placement Fees.	AGE BAND 1 0 to 4 year olds	AGE BAND 2 5 to 10 year olds	AGE BAND 3 11 to 15 year olds	AGE BAND 4 16 to 17 year olds
Placement Fee (Standard Cost) required to achieve tier 1 or tier 2 status (for information purposes)	£ 699 per week	£735 per week	£799 per week	£824 per week

PLACEMENT FEE COMPONENT To be entered by Tenderer	AGE BAND 1 0 to 4 year olds	AGE BAND 2 5 to 10 year olds	AGE BAND 3 11 to 15 year olds	AGE BAND 4 16 to 17 year olds
Foster Care Allowance	£ per week	£ per week	£ per week	£ per week
Foster Carer Fee	£ per week	£ per week	£ per week	£ per week
Foster Carer Support Costs	£ per week	£ per week	£ per week	£ per week
Administration and Management Costs	£ per week	£ per week	£ per week	£ per week
Operating Surplus (Profit)	£ per week	£ per week	£ per week	£ per week
TOTAL AGREED PLACEMENT FEE (STANDARD COST)	£ per week	£ per week	£ per week	£ per week

Some of the Services included in the Core Cost Specification may not be included in your own standard placement costs, however, you **must** quote for the provision of **all** of the Services on the Core Cost Specification so please adjust your quote from your published costs where appropriate.

When a child/young person in placement moves from one age band to the next and it is agreed that the placement will continue, the cost will be amended to that specified in the new age band from the birthday of the child/young person.

Day placement rates will be calculated on a pro rata basis of the weekly cost.

Section 3 –Fixed Percentage Discounts and SOLO Placement Enhancements .

The tenderer is **NOT REQUIRED** to enter any figures in this section (Section 3) of the Tender (and should not alter or amend them). The Councils have set out the discounts (or enhancements in the case of Solo placements) that they will pay within the terms of this tender below. The Councils will pay the following Variations to the core cost specification as appropriate.

DISCOUNTS:

The discounts applicable to the fees are detailed below:

Sibling Discount

This discount will apply if a sibling group is placed with the same carers. The oldest sibling will be at the Core Weekly Fee (Standard Cost) however subsequent siblings fees will be discounted at the rate stated for the appropriate age band. This discount also applies to any offspring that are placed with their parent in placement. The parent/parents will be placed at 'Standard Cost'.

For example a sibling group of 3 placed with Service Provider Y carers “Smith” eldest placement at Core Weekly Fee - no sibling discount, Sibling 2 at Core Weekly Fee less sibling discount, and Sibling 3 placed at Core Weekly Fee less sibling discount.

Long Term Placement Discount

For the purposes of the contract, this discount will apply for all those placements where the child/young person has been placed with the same Service Provider for 18 months or more or the child's/young person's Care Plan has identified the placement as long-term and this match has been approved by the placing authority's Fostering Panel. It recognizes the reduced support required to maintain a placement when a child is settled.

Non Compliance Discount /Poor Performance Discount

This discount recognises the impact of additional resource and monitoring demands placed on the Councils when a Service Provider receives an unsatisfactory Ofsted rating. Should a Service Provider receive an unsatisfactory Ofsted rating this discount will be applied for all placements with that Service Provider until the Ofsted rating improves to adequate (or requires improvement or better). All discounts will be applicable on a daily basis and deducted from the core fee detailed in Table 1.

More than One discount applicable:

Where more than one discount is applicable the discounts will be added together and the resulting sum applied to the Core Weekly Fee.

For example:

If a Service Provider has a sibling discount and a Long Term discount applied to a placement then the Fee payable by the Council would be Core Weekly Fee – (Core Weekly Fee * (Sibling Discount % + Long Term % discount)).

NUMBER	TYPE	DISCOUNT/ADDITIONAL COST
1	Discount for Long-Term Placements	5%
2	Discount for Sibling/Offspring Placements	5%
3	Discount for Non Compliance / Poor Performance	10%

These discounts will be calculated and **deducted** from the Standard Price.

Solo Placements Enhanced Fee

This is a placement for a child/young person who requires constant supervision and support on a one-to-one basis meaning that they can be the only looked after child in placement. This arrangement shall be agreed for a child where it has been assessed that they pose a significant physical, sexual or emotional risk to any child in the foster home. This decision must be demonstrated in the core assessment and ratified at the LAC review. It must be reviewed at any subsequent LAC review. The review decision must be confirmed by agreement of the Council.

Where a solo placement is required, this must be discussed and agreed by both Parties to an agreed timescale and detailed in an Individual Placement Agreement.

Should the foster carer only be approved to look after one child then the placement shall be made at 'standard cost' unless additional support services are required in which case they shall be agreed in accordance with Clause 6.2 of the Individual Placement Agreement.

Each solo placement shall be assessed as part of the statutory review process and both Parties shall consider whether there has been a change in circumstances. If there has then following a risk assessment conducted by the Council with support from the foster carer and the Service Provider, the Council may cease the requirement of a solo placement and agree for the foster carer to accept other appropriately matched placements.

Please Note: All Solo placements will be for a time limited period and once the placing authority decides to end the enhanced element of the placement it will revert back to the standard Core Weekly Fee.

If specified by the placing authority that a child must be placed in a Solo placement there will be a fee enhancement (increase) of 50% added to the Core Weekly Fee (Standard Cost) for that child, so long as the identified carer(s) are approved for more than one placement. However all other discounts (detailed above will remain applicable if appropriate).

AGE BAND 1 0 to 4 year olds	AGE BAND 2 5 to 10 year olds	AGE BAND 3 11 to 15 year olds	AGE BAND 4 16 to 17 year olds
+50% of Standard Cost per Week	+50% of Standard Cost per week	+50% of Standard Cost per week	+50% of Standard Cost per week

This fee will be calculated and **added** to the Standard Cost where the Councils have specified a Solo placement is required.

Section 4 – Additional Costs

1. Additional Services

A range of children placed through the contract may require some of the additional Services such as therapeutic support, counselling, psychological assessments, translation or interpreter services etc.

If required by the Council these Services may be negotiated individually on a case by case basis and should not be included in the core cost. These additional Services will be requested according to the Care Plan/Pathway Plan, Placement Plan, Health Plan, PEP.

- The Council will pay the following fee for additional mileage. This will be per mile provided for the child and will be transport above the 200 miles per week covered in the Core Cost Specification (Section 1). It will only be paid in cases agreed by the placing Authority and if the carer/ worker incurring the mileage is reimbursed in full. Where a lower amount is paid by the Service Provider the lower amount will take precedence and be paid by the Placing Authority.

ITEM	DESCRIPTION OF SERVICE	Maximum COST (PER MILE)
12	Mileage cost for any transport that is required according to the Care Plan/Pathway Plan, Placement Plan, Health Plan and PEP and not covered in the allowance detailed in the 'Core Cost Specification'	£0.45

The above price(s) are deemed to be inclusive of all costs and expenses incurred in providing the Service. No costs, other than those detailed above will be allowed.

Section 5 - Additional Supported Placements

If specified by the placing authority that a child may need an enhanced support package to maintain a placement package, subject to negotiation with the placing authority an enhancement may be agreed for a fixed period of time and subject to regular review. This enhanced fee will be in the form of an additional payment on top of the Core Weekly Fee. All other discounts will remain applicable.

Please Note: All additional supported placements will be for a time limited period and once the placing authority decides to end the enhanced element of the placement it will revert back to the standard core weekly fee.

Declaration

PLEASE READ AND SIGN THE DECLARATION BELOW

I certify that the information supplied is accurate to the best of my knowledge and that I accept the conditions and undertakings in this Tender Questionnaire. I understand that giving false, incomplete, misleading or inadequate information that materially affects or could materially affect the decision making process could result in my exclusion from the application process, or subsequent termination of any contract subsequently awarded to my organisation as a result of this Tender.

I understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will result in my exclusion from the tender process.

Signed (handwritten only)

Name (block capitals)

Position

For and on behalf of (state name of organisation)

Date

BEFORE RETURNING THIS APPLICATION FORM PLEASE ENSURE THAT YOU HAVE:

- i) Answered all of the questions.
- ii) Enclosed the relevant schedule and enclosures, having first marked them clearly with the name of your organisation (as instructed in the Completion Guidance) and the number of the question to which they apply.
- iii) Completed the checklist indicating which documents have been enclosed.
- iv) Completed and signed the above Declaration.