

Draft date: 01/06/09

**DATED 2009**

**BRACKNELL FOREST BOROUGH COUNCIL (1)**

**BUCKINGHAMSHIRE COUNTY COUNCIL (2)**

**HERTFORDSHIRE COUNTY COUNCIL (3)**

**MILTON KEYNES COUNCIL (4)**

**OXFORDSHIRE COUNTY COUNCIL (5)**

**and**

**READING BOROUGH COUNCIL (6)**

**PARTNERING AGREEMENT**

**RELATING TO THE PROCUREMENT OF  
RESIDENTIAL AND EDUCATIONAL SERVICES FOR CHILDREN AND  
YOUNG PEOPLE WITH COMPLEX NEEDS**

P G Clark  
County Solicitor  
Oxfordshire County Council  
County Hall  
New Road  
Oxford OX1 1ND  
JP/29858

## CONTRACT FORM

**THIS CONTRACT** is made the                      day of                      2009

### **BETWEEN:**

- (1) Bracknell Forest Borough Council** of Easthampstead House, Town Square, Bracknell, Berkshire RG12 1AQ ("Bracknell");
- (2) Buckinghamshire County Council** of County Hall, Walton Street, Aylesbury, Buckinghamshire HP20 1UA ("Bucks");
- (3) Hertfordshire County Council** of County Hall, Pegs Lane, Hertford SG13 8DQ ("Herts");
- (4) Milton Keynes Council** of Civic Offices, 1 Saxon Gate East, Central Milton Keynes MK9 3EJ ("MK");
- (5) Oxfordshire County Council** of County Hall, New Road, Oxford OX1 1ND ("Oxon"); and
- (6) Reading Borough Council** of Civic Centre, Reading RG1 7AE ("Reading")

each a "**Party**" or "**LA**" and together the "**Parties**" or the "**Consortium**" or "**the LAs**".

### **WHEREAS:**

- a) The Parties have decided to form the Partnership to procure cost-effective and value-for-money services for the benefit of children and young people with level 3 (as defined in Schedule 1):
  - conduct disorders
  - complex needs
  - severe challenging behaviour
  - oppositional defiant behaviourrequiring therapeutic residential care and/or requiring independent special educational schooling.
- b) The purpose of this Contract is to set out the responsibilities of the Parties with respect to such procurement and the arrangements dealing with the management of the Services Contract and the transfer of Places between Parties.
- c) Oxon will act as lead authority on the procurement and the parties will enter into a Services Contract as a consortium with the chosen Service Provider.

- d) The Parties wish the Services to be procured and the Partnership to be run on the terms and conditions set out below.
- e) The Parties acknowledge that nothing in this Contract is intended to override or conflict with the statutory safeguarding responsibilities of the Parties in respect of children and young people.

**NOW IT IS HEREBY AGREED** as follows:

This Contract comprises this Contract Form and the following documents attached to it:

The Conditions of Contract

Schedules

- Schedule 1 The Structure of the Services Contract and the Definition of Client Group
- Schedule 2 Decision-Making
- Schedule 3 Partnership Costs
- Schedule 4 Commitment to Purchase and Transfer of Places
- Schedule 5 Authorised Representatives
- Schedule 6 Monitoring/Review

In the event and to the extent of any conflict or inconsistency between the Conditions of Contract and the Schedules the Conditions of Contract shall prevail to the extent that it is necessary to resolve the conflict or inconsistency.

**AS WITNESS** the hands of the Parties have been set the day and year first before written.

For and behalf of Bracknell Forest Borough Council:

**SIGNED by** *[name]*

**Signature**

**Position**

For and on behalf of Buckinghamshire County Council:

**SIGNED by [name]**

**Signature**

**Position**

For and behalf of Hertfordshire County Council:

**SIGNED by [name]**

**Signature**

**Position**

For and behalf of Milton Keynes Council:

**SIGNED by [name]**

**Signature**

**Position**

For and on behalf of Oxfordshire County Council:

**SIGNED by [name]**

**Signature**

**Position**

For and behalf of Reading Borough Council:

**SIGNED by [name]**

**Signature**

**Position**

## CONDITIONS OF CONTRACT

### 1 Definitions and Construction

#### 1.1 In these conditions, except where the context otherwise requires, the following expressions shall have the following meanings:

**“Authorised Representative”** means the authorised representative of each Party specified in Schedule 5 or any other person as may be appointed by that Party and notified in writing to the other Parties to act generally or for specified purposes or periods;

**“Commencement Date”** means 12<sup>th</sup> December 2008;

**“Conditions”** means these conditions;

**“Consortium”** means the Parties;

**“Contract”** means the contract entered into between the Parties consisting of the Contract Form, the Conditions and the Schedules;

**“Enactments”** means directives, statutes, regulations, orders, instruments, national and governmental codes of practice and best practice guidelines or other similar instruments as the same may be amended, replaced or re-enacted by any subsequent directive, statute, regulation, order, instrument, code or guidelines and references to any statute shall also include any secondary legislation made under it;

**“Lead Partner”** means in respect of the procurement process Oxon and in respect of the management of the Services Contract the Party with lead responsibility as specified in Part B of Schedule 2;

**“Parties”** means the Parties listed on the Contract Form and any other parties duly appointed under the Contract and **“Party”** shall be construed accordingly;

**“Partnership”** means the partnering arrangement created by this Contract;

**“Place(s)”** means the residential accommodation, education and care provision for a child or young person provided under the Services Contract;

**“Services”** means the residential accommodation, education and care services provided under the Services Contract;

**“Services Contract”** means the contract entered into between the Consortium and a Service Provider/s for the provision of the Services, or any of them;

**“Service Provider”** means the provider of the Services; and

**“Working Day”** means Monday to Friday inclusive other than bank holidays and any other public holidays.

- 1.2 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction.
- 1.3 The headings and titles in the Contract are for ease of reference only and shall not be taken into account in its construction or interpretation.
- 1.4 The expression “person” used in the Contract shall include any individual, partnership, local authority or incorporated or unincorporated body.
- 1.5 The expression “including” means including without limitation or prejudice to the generality of any preceding description, defining term, phrase or word(s) and “include” shall be construed accordingly.
- 1.6 Words importing the masculine gender include the feminine gender and words in the singular include the plural and vice versa.
- 1.7 The Contract constitutes the entire understanding between the Parties in relation to the subject matter of the Contract and supersedes all prior contracts, undertakings, representations and negotiations whether oral or written except that nothing in this condition shall exclude or restrict liability for fraudulent misrepresentations.
- 1.8 The Contract may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same Contract.

## 2 Authority to enter into the Contract

Each Party warrants and represents that it has full capacity and authority and all necessary consents to enter into and perform the Contract.

## 3 Commencement Date and duration of the Contract

The Contract shall commence on the Commencement Date and shall continue unless and until:

- 3.1 terminated in accordance with the provisions of Condition 16 (Termination for Corruption); or
- 3.2 terminated in accordance with Part A of Schedule 2; or

- 3.3 the Services Contract is not executed by the Consortium and the Service Provider on or before 31<sup>st</sup> March 2010 or
- 3.4 the Services Contract expires or is terminated for any reason; or
- 3.5 otherwise terminated by unanimous agreement between the Parties.

#### 4 Authorised Representatives

Each Party shall appoint an Authorised Representative and ensure that any changes in the identity or contact details of its Authorised Representative are notified to the other Parties as soon as reasonably practicable.

#### 5 Procurement

- 5.1 Oxon shall conduct the procurement process for selecting the Service Provider in consultation with the other Parties who shall provide all reasonable assistance promptly and confirm approval (not to be unreasonably withheld or delayed) at each stage of the process in accordance with the decision-making processes set out in Schedule 2.
- 5.2 Each party shall co-operate in good faith to achieve the successful selection of a provider for the Services and shall take account of the interests of the Consortium as a whole and shall not delay or hinder such selection where this has been agreed by the other Parties.
- 5.3 Oxon shall use all reasonable endeavours to comply with the Public Contracts Regulations 2006 and all other relevant laws and regulations of the United Kingdom or the European Union from time to time applicable to public procurement and also with its own constitution when undertaking procurement of the Services on behalf of the Parties and shall at all times seek to document the procurement process for audit purposes. The Parties acknowledge that Oxon shall at times rely on the conduct of the other Parties pursuant to Conditions 5.1 and 5.2 above to achieve such compliance.
- 5.4 The Parties shall use all reasonable endeavours to agree the terms of the Services Contract which shall be based on the same terms as the National Framework Contract for the Placement of Children in Children's Homes and where the terms of the Services Contract are so agreed each Party shall enter into the Services Contract with the Service Provider.
- 5.5 Unless otherwise agreed by all Parties each Party shall purchase the number of Places under the Services Contract as specified in Schedule 4. Any subsequent transfer of rights in respect of such Places and associated payment liabilities shall take place in accordance with Schedule 4.

#### 6 Decision-Making

- 6.1 The Parties agree to comply with the decision-making processes set out in Schedule 2.
- 6.2 Provided reasonable notice is given by the Lead Partner each Party undertakes to ensure where practicable that its Authorised Representative attends each meeting of the Partnership. Where an Authorised Representative cannot attend a meeting, a properly authorised deputy with the same powers to act may be nominated by such Authorised Representative to attend such meeting. If, on being given reasonable notice, neither a Party's Authorised Representative nor its authorised deputy attends such meeting then such Party shall abide by and comply with the decisions made by those Parties represented at the meeting.
- 6.3 Each Party undertakes to specify whether or not it has an interest in each matter to be decided at each meeting of the Partnership and subject to Condition 6.2 any decisions made in respect of any such matter shall require the unanimous approval of all those Parties declaring a demonstrable interest in the matter to be decided provided that the Lead Partner shall have discretion to make decisions regarding minor operational matters.

## 7 Payment Obligations of the Parties

- 7.1 Each Party will pay its own fees for Services received under the Services Contract directly to the Service Provider.
- 7.2 Each Party shall bear its own liability (if any) for the payment of value added tax on any sums due under the Services Contract.

## 8 Partnership Costs

Subject to Conditions 10 and 13, each Party will bear its own Partnership costs provided that in recognition of Oxon's role in running the procurement process the Parties shall pay to Oxon the contributions as specified in Schedule 3.

## 9 Concerns Regarding the Services and/or the Services Contract

Where a Party has concerns regarding the Services Contract or the Services, it will raise these concerns with the other Parties and a course of action will be agreed in accordance with Schedule 2. This notwithstanding, the operation of the Services Contract shall be formally reviewed by the Parties on an annual basis in accordance with Schedule 6.

## 10 Varying the Services/Services Contract



- 10.1 Where a Party wishes to vary the Services in any way, it will provide to the other Parties a draft variation for discussion at the next meeting of the Consortium (or as otherwise agreed).
- 10.2 The Parties will discuss the form of the proposed variation and following agreement of the Parties the Lead Partner will negotiate the agreed variation with the Service Provider. Where the Service Provider is unable to implement the proposed variation or wishes to amend the proposed variation in any way, the Parties will liaise to agree the way forward.
- 10.3 Where one Party requests a variation which will affect only its service area, that Party will be responsible for all costs connected with the Service Provider's implementation of it.
- 10.4 Where a variation is implemented in the service area of more than one Party, those Parties will be responsible for all costs connected with the Service Provider's implementation on it of a pro rata basis.

## 11 Leaving the Partnership

Subject to Conditions 3 and 16, no Party shall be entitled to leave the Partnership while the Services Contract is in force.

## 12 Expiry or Termination of the Contract and the Services Contract

The expiration or termination of this Contract for whatever reason shall not affect any provisions of the Conditions capable of surviving or operating in the event of termination of the Contract and termination of this Contract shall be without prejudice to the rights and remedies of one Party against another Party.

## 13 Disputes

- 13.1 In the event of a dispute arising regarding the Contract, the Parties (acting by their Authorised Representatives within the scope of their respective delegated authority) shall, acting in good faith, use all reasonable endeavours to settle such dispute. Where the Authorised Representatives are not able to settle any such dispute within 3 months of the date of the dispute, the matter shall be referred to each Party's Chief Executive.
- 13.2 In the event of a dispute arising regarding any Services or otherwise under a Services Contract, the Parties (acting by their Authorised Representatives within the scope of their respective delegated authority) shall, acting in good faith, use all reasonable endeavours to agree a course of action (including, where relevant, the costs payable by the Parties) which will be implemented by Oxon. For the avoidance of doubt, no action will be taken unless the decision is unanimous.

Where the Authorised Representatives are unable to agree a course of action within 3 months of the date on which Oxon was first informed of the dispute, the matter will be referred to each Party's Chief Executive.

- 13.3 The Parties shall have recourse to legal or arbitration proceedings only in the event of failure of bona fide endeavours to resolve the dispute or difference in question by the methods of dispute resolution specified in this Condition 13.

14 Statutory Obligations

The Parties will comply with all Enactments when acting in connection with the Contract.

15 Data Protection and Freedom of Information

- 15.1 Each Party shall in connection with the performance of its obligations under the Contract comply with the Data Protection Act 1998.
- 15.2 Where processing personal data (as defined in the Data Protection Act 1998) received from another Party (the **"first party"**), the receiving party shall act only on the first party's instructions and shall take all appropriate technical and organisational security measures to protect against any unauthorised or unlawful processing or accidental loss or destruction of or damage to the personal data and the Parties shall provide to the first party, where relevant, such information as the first Party may reasonably require to satisfy itself that the receiving party is complying with the obligations referred to in this Condition.
- 15.3 Each Party will exercise all reasonable endeavours to ensure the accuracy of any personal data processed in carrying out its obligations under the Contract and that where necessary such personal data is kept up to date.
- 15.4 Each Party shall take such steps as may be necessary to afford the other Parties access to personal data which is reasonably required by the such parties in connection with their statutory functions and for any purpose connected with their rights and obligations under the Contract.
- 15.5 The Parties shall co-operate with, and supply to, each other all information properly required in connection with any request in relation to the Contract or the Services Contract received by a Party under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004. Any such request shall be forwarded to the Lead Partner who shall manage the request on behalf of the Consortium.
- 15.6 Each Party acknowledges that in responding to requests received under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the Parties will be entitled to provide information relating to the Contract.

## 16 Termination for Corruption

Each Party (the “**terminating party**”) shall be entitled to terminate the Contract by notice in writing, such notice to have effect from the date specified therein, if another Party (the “**breaching party**”) shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with the breaching party or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the breaching party or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the breaching party) or if in relation to any contract with the terminating party, the breaching party or any person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 and 1916 or shall have given any fee or reward the receipt of which is an offence under the Prevention of Corruption Acts 1889 and 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972 and in these circumstances, all of the Parties (save for the breaching party) shall be entitled to recover the amount of any loss suffered or incurred by them resulting from such termination from the breaching party.

## 17 Variations to the Contract

No variation to the Contract shall have any effect unless it is made in writing and signed by each Party.

## 18 Service of Notices

- 18.1 Any demand, notice or other communication required to be given under the Contract shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post or facsimile transmission to the address of the Party on the Contract Form or such other address as may be notified by a Party to the other Parties from time to time.
- 18.2 Any such communication shall be deemed to have been made two Working Days from the date of posting (if by letter) and if by facsimile transmission on the date of such transmission where it is a Working Day save that transmissions received after 4 p.m. shall be deemed to have arrived on the following Working Day and transmissions received on a day which is not a Working Day on the first Working Day after the transmission.

## 19 Waiver

- 19.1 The failure of any Party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

19.2 No waiver shall be effective unless it is communicated in writing by the Party giving the waiver.

19.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

## 20 Severance

If any of these Conditions shall become or shall be declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect.

## 21 Assignment

No Party shall assign the benefit or advantage of the Contract in whole or in part.

## 22 No Agency/Employment/Partnership

22.1 The Parties agree that they shall co-operate in good faith with each other at all times.

22.2 Nothing in the Contract shall constitute or be deemed to constitute a legal partnership under the Partnership Act 1890 between the Parties or any of them and no Party shall have the authority or power (or represent itself as having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of or to pledge the credit of any other Party save as set out in the Contract.

22.3 The Partnership shall have no legal existence apart from that of the individual Parties and the commitments between them under this Contract.

## 23 Confidentiality

23.1 Each Party shall not, and shall ensure that its staff shall not use or disclose any confidential material provided by another Party pursuant to this Contract or by any prospective bidder for the Services otherwise than for the performance of this Contract save as may be agreed by the providing Party or the relevant bidder or required by law.

For the avoidance of doubt, confidential information shall not include (a) any information obtained from a third party who is free to divulge such information; (b) any information which is already in the public domain otherwise than as a breach of this Contract; or (c) any information which was rightfully in the possession of a party prior to the

disclosure by the other party and lawfully acquired from sources other than the other party.

- 23.2 The Parties shall take all necessary precautions to ensure that confidential information is only made available to its staff on a “need to know” basis and shall ensure that such staff are aware of and comply with the confidentiality obligations under this Contract.

24 Conflict of Interest Policy

- 24.1 Each Party shall ensure that it acts in a fair, transparent and non-discriminatory manner in its assessment, evaluation and selection of a preferred bidder for the Services.
- 24.2 Each Party shall ensure that it has in place and implements a suitable Conflict of Interest Policy to ensure that any actual or potential conflicts of interest that may arise during the procurement process are dealt with effectively to ensure compliance with Condition 24.1 above. Each Party shall notify in writing the other Parties where it is aware of such a conflict of interest.

25 Applicable Law and Jurisdiction

This Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the courts of England and Wales.

26 The Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract, but this does not affect any rights which are available apart from this Act.

## **Schedule 1**

### **A     The Structure of the Services Contract**

- 1     The residential capacity under the Services Contract will initially be for 20 beds, ideally in 2 to 4 bed units, with the ability for provision to expand up to 30 beds. The education element will provide education for all residential placements together with additional capacity of up to 4 “day” places. The Services Contract offered is for 5 years, with the potential to extend, subject to need, satisfactory performance, and agreement of the Parties for a further 3 years (offered in yearly increments). The relevant target client groups are shown at Schedule 1 B.
- 2     The Service Provider shall comply with and aim to exceed the provisions of the National Minimum Standards for Children’s Homes 2002, the National Service Framework for Children and Young People (2004) and other relevant standards. The Service Provider will have a duty of care for the child from the time they are collected or received until the time the child is returned to the care of the relevant local authority or parent(s). The Services Contract will require a committed and robust focus on achieving the ‘five outcomes’ as defined in the Children Act 2004 and have the ability to show a commitment to evidenced based practice.
- 3     The Services Contract will consist of a number of components:
  - education provision in dedicated centres/facilities;
  - residential accommodation; and
  - care and welfare for each child.
- 4     There will be a 12-month build-up period. As and when local capacity is registered and available for use the Consortium will begin to place with the Service Provider. Places during the build-up period will be paid for monthly in arrears for each Place in use (at the block contract price per Place specified in the Services Contract) on a spot purchase and use basis. During the build-up period Places will be offered to the Consortium on a rotational basis up to the maximum number allocated to that Party.
- 5     Only once all 20 (+4) Places have been offered to the Consortium and are in use will the block guarantee commitment specified in Schedule 4 begin.

## B Definition of Client Group

### **Children and young people (12 to 18 years old) with:**

- conduct disorders
- complex needs
- severe challenging behaviour
- oppositional defiant behaviour

For the avoidance of doubt the Contract and the Services Contract explicitly excludes those children and young people with severe learning difficulties.

**Conduct disorder** is a “repetitive and persistent pattern of antisocial aggressive or defiant conduct with three of the following present in the last twelve months:

- Aggression to people and animals
- Destruction of property
- Deceitfulness or theft
- Serious violations of rules

**Complex Needs** is understood to include:

- Attachment Disorder
- Conduct Disorder
- Personality Disorder
- High level functioning Aspergers/Autism
- Attention deficit disorder (ADD)/Attention deficit hyperactivity disorder (ADHD)
- Post traumatic stress disorder (PTSD)/Anxiety/Depression
- Eating Disorders
- Survivor of sexual abuse
- Survivor of physical abuse
- Survivor of emotional abuse
- Family breakdown
- Trauma (including post traumatic stress disorder
- Suicidal threats or attempts and para-suicidal behaviour
- Self injury including serious/high risk self harming activity
- Moderate – severe destruction of property
- Aggression and violence towards others
- Intimidating/bullying behaviour
- Eating disorders (anorexia/bulimia)
- Enuresis or urine incontinence
- Encopresis or faeces incontinence
- Firesetting
- Stealing within the home/residential placement
- Stealing within the community
- Has experienced multiple placement breakdowns
- Has difficulty living in substitute family settings
- Has difficulty living in large groups
- Has experienced multiple school exclusions

- Unable to cope with mainstream schooling
- Persistent absconding/risk taking behaviour
- Prostitution/renting
- Pregnancy and young mums
- Drug and alcohol misuse
- Sexual offences or worrying sexualised behaviour

Clough, Bullock and Ward<sup>1</sup> define three categories of need for children and young people's residential care. They are listed below and this contract refers to those in<sup>1</sup> the third group:

*1. Children with relatively simple or straightforward needs*

They will require either short-term or relatively 'ordinary' substitute care. These may be children from families that are comparatively stable and supportive, but in which there has been a crisis or difficulty around one or more family members' behaviour, needs or circumstances. There can be a reasonable expectation that after a period of substitute care, the child will return to the family and/or progress towards adult life without being at serious risk of further harm. In most cases these children will go into foster care.

*2. Children or families with deep-rooted, complex or chronic needs*

These may be families in which there has been a long history of difficulty and disruption, including violence, abuse or neglect, or in which there may have been multiple episodes of substitute care. Children in these circumstances are likely to require more than simply a substitute family, and will require more specialist care and other services, offering emotional and psychological support and treatment. Again these services may be provided in either foster or residential settings.

*3. Children with extensive, complex and enduring needs compounded by very difficult behaviour*

Usually such behaviour is of a chronic nature originating much earlier in their childhood, often in the traumas of serious physical or sexual abuse. Their disturbance will often find expression in extremes of physical or sexual violence either within the family and/or at school or in their neighbourhood. This is behaviour that will often have led them into the juvenile justice system, or in some cases into the mental health system if it is viewed in these terms. These children are likely to require more specialised and intensive resources such as a therapeutic community, an adolescent mental health unit, a small 'intensive care' residential setting or a secure unit. They can only be placed successfully in foster care if exceptionally high levels of extra support can be built in.

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<sup>1</sup> NCERCC "What works in Residential Child Care" published by National Children's Bureau 2006.



## **Schedule 2**

### **Decision-Making**

#### **A     The Procurement Process**

1. Oxon will conduct the procurement in consultation with the other Parties who will provide reasonable assistance before approving each stage of the procurement process. This will include;.
  - Attendance at all meetings
  - Contributing relevant knowledge and expertise
  - Provision of service users for consultation groups
  - Membership of and attendance at Evaluation Panels
  - Attendance at site visits
  - Attendance at interviews
  - Presenting all relevant data and securing timely decisions from the relevant decision-making bodies within each Party
  
2. Procurement decisions will be made by a panel of Authorised Representatives subject to Conditions 6.2 and 6.3. Evaluation of the providers will be made through site visits, interviews and provider presentations. The panel will forward its final decision regarding the selection of a preferred provider to the respective Parties for formal agreement and ratification.
  
3. At the end of the tendering process, if no provider comes forward at what has been pre-agreed as the maximum price or less, the procurement process will be terminated and this Contract will terminate on written notification by Oxon to the other Parties of such circumstances. Each Party shall bear its share of the procurement and related administrative costs on a pro rata basis.

#### **B     Management of the Services Contract**

Each member of the Consortium will take the lead for a six month period with Reading and Bracknell Forest sharing responsibility for one period. See Schedule 6 for monitoring/review responsibilities.

The programme for lead responsibility will be as follows:

Period	Lead Authority
01 Apr 10 – 30 Sep 10	Oxfordshire County Council
01 Oct 10 – 31 Mar 11	Buckinghamshire County Council
01 Apr 11 – 30 Sep 11	Reading Borough Council and Bracknell Forest Borough Council
01 Oct 11 – 31 Mar 12	Hertfordshire County Council
01 Apr 12 – 30 Sep 12	Milton Keynes Council
01 Oct 12 – 31 Mar 13	Oxfordshire County Council
et seq	

Monthly panels will be held chaired and organised by the lead authority. Each LA will nominate a representative for each meeting, in accordance with the provisions of Condition 6.2.

### **Schedule 3 Partnership Costs**

The administration, procurement and operating costs of the Partnership shall be recouped in accordance with the following table:

<b>Feasibility study</b>	Costs distributed evenly/pro-rata between the Parties. Note: Of their elements Oxfordshire, Bucks and Milton Keynes paid part, with the remainder paid by a grant from MKOB Dragon's Den.
<b>Stake holders groups</b>	Paid for by grant from ISEP (costs £4,500)
<b>External project management. These to include compilation of a diary</b>	Final costs to be divided on a pro-rata basis based on beds commissioned . These will be collated on a quarterly basis, paid centrally by Oxon and recovered from Parties. Payments to Oxon should be made within 30 days of presentation of a valid invoice
<b>ISEP project manager</b>	No costs to LAs
<b>Development costs</b>	Drafting contracts/ procurement and commissioning activity/ evaluation/ consultancy (Andrew Rome). These will be collated on a quarterly basis, paid centrally by Oxon and recovered from Parties. Payments to Oxon should be made within 30 days of presentation of a valid invoice
<b>Termination of process</b>	In the event of failure to agree on a tender, any Parties opting out still bear their share of the external costs on a pro-rata basis up until that point.
<b>Referral/ management- post development</b>	To be rotated on a 6 monthly basis, chairing monthly panels with Reading and Bracknell sharing a rotation – See Schedule 2. Costs to be borne by Lead Partner for each rotation
<b>Quality assurance</b>	Costs of Quarterly site visits and collation of PIs, feedback from IROs and stakeholders presented to the Consortium met by the Lead Partner for each rotation
<b>Reviewing partnership/ allocation of places</b>	Reviews of the partnership and to agree allocation of places will be undertaken at scheduled meetings held each quarter. Costs to be borne by Lead Partner for each rotation. Where one or more Parties wish to call such a meeting at other times the costs will be borne by the Parties calling that meeting.

**Schedule 4**  
**Commitment to Purchase and Transfer of Places**

1. The following table shows the commitment to purchase Places by each Party subject to the build-up period specified in Schedule 1.

	<b>Oxon</b>	<b>Bucks</b>	<b>Herts</b>	<b>Bracknell</b>	<b>M K</b>	<b>Reading</b>
<b>No of residential Places</b>	<b>5</b>	<b>5</b>	<b>3</b>	<b>1</b>	<b>4</b>	<b>2</b>
<b>No of day Places</b>		<b>4</b>				

2. Each Party shall be liable to the Service Provider under the Services Contract to pay the fees associated with the Places purchased for the duration of the Services Contract.
3. Where a Party ("the Transferor") no longer requires the use of a Place it may offer the use of such Place to a third party in accordance with the following process:
- (a) the Transferor must first offer use of the Place to the other members of the Consortium provided that:
    - (i) the consortium member accepting the use of such Place ("the Receiving Party") shall be liable to the Service Provider for all the obligations of the Transferor under the Service Contract in relation to such Place as though it were the Transferor save for the payment obligations;
    - (ii) the use of the Place will revert to the Transferor at the end of the individual placement; and
    - (iii) the Receiving Party shall pay to the Transferor the contract price for the Place plus an administration fee of 5% of the contract price;
  - (b) where no member of the Consortium has accepted the transfer pursuant to paragraph 3(a) above and such Place has remained unused for 3 months the Transferor may offer such Place to another local authority outside the Consortium on terms to be agreed between the Transferor and such authority provided that:
    - (i) the use of such Place will revert to the Transferor at the end of the individual placement and if the Transferor has no use for the Place at such time it shall offer the use of

- the Place to the other members of the Consortium pursuant to paragraph 3 (a) above; and
- (ii) for the avoidance of doubt the Transferor shall continue to be liable for all its obligations under the Services Contract in relation to such Place.

**Schedule 5**  
**Authorised Representatives**

Fran Fonseca Oxon CC  
Simon Brown Oxon CC  
Sheila Mckeand Bracknell Forest Borough Council  
Darren Newman Herts CC  
Tara Geere Herts CC  
Iain Campbell Bucks CC  
Val Chamber MK Council  
Danny Conway MK Council  
Louise Palmer Reading Borough Council

## **Schedule 6**

### **Monitoring/Review**

Monthly operational meeting between consortium and provider(s):

- To assess referrals/refusals and agree placements
- Review Occupancy levels
- Review Moving-on and/or exclusions
- Problem solving and dispute resolution
- Review emergency admissions

Quarterly monitoring

- Monitoring of operational aspects through:
  - o Site visits
  - o Ofsted inspections
  - o Feedback from IROs and key stakeholders
  - o Providers self audits
  - o Review of outcomes ( see service spec)
- Monitoring of partnership agreement:
  - o Vacancies, temporary voids, over capacity etc
  - o Premiums, penalties and reductions
  - o Usage by individual authorities