

## Clarification Questions – 31st July 2017

**Question** - Clause 6.13 - For the avoidance of doubt, the Customer will not be liable for any Charges (or part thereof) under the Service Agreement or Placement Agreement unless and until the Services have been or are in the course of being delivered and as more particularly described in a Placement Agreement.

Please could you clarify if payments will be made, where the Services are being provided, but there may not be a placement agreement in place?

**Answer** – The brokerage team have the ability to place service users under an exception policy (see DPS Entry and Operation Guide Part 2 – Requirements Process and DPS Management on the demand site [demand.sproc.net](http://demand.sproc.net) ). In these cases, there may be a short time period where it takes the Service Agreement and any other documents to be completed and forwarded to the supplier. It is not envisaged that this would delay any payments processes.

**Question** - Regarding clause 38.1.4 – we are asking that this should be removed completely, given the nature of the services and the fact that there will be no designated team providing the services.

**Answer** – The Council wishes to retain the clauses relating to TUPE in the event it does apply.

**Question** - Clause 3.2 - For the removal of doubt, the termination of this Supplier Agreement shall not by itself terminate any Service Agreement issued under it.

The Placement Agreement would not be sufficient enough as a contract for a placement. It requires the reliance on the Supplier Agreement in order to be sufficient. If the Supplier Agreement is terminated, those clauses no longer apply, which leaves a gap in the Placement Agreement.

**Answer** – We have reviewed this and in the event the Supplier Agreement were to be terminated then the Council would remove any service users from that supplier.

**Question** - Clause 12.1 - Each Customer has a statutory duty to provide Best Value pursuant to the provisions of the Local Government Act 1999 which includes the need for continuous improvement in the standard of the Services and quality within financial restrictions. The Service Provider shall work with each Customer to identify develop and deliver Best Value services under the terms and conditions of the relevant Service Agreement(s) and, in addition in the case of the Council, of this Supplier Agreement within available resources.

It is still not clear from your response what is required to be provided from us. What evidence - what form, what information etc.?

**Answer** – This will take the form of a review with the supplier and particular care home through on-going contract management post award.

**Question** - We note that providers have to collect third party top ups. (See supplier agreement 6.8.2). Is there any possibility that the Authority could collect tops ups instead of providers?

**Answer** – The Council will not collect third party top ups on behalf of Suppliers