

APPROVED PROVIDER LIST ACCESS AGREEMENT

FOR THE PROVISION OF

CARE SERVICES IN SUPPORTED HOUSING

between

LANCASHIRE COUNTY COUNCIL

and

[INSERT NAME OF CLIENT]

This Deed is dated the [leave blank until signed by both sides] day of [] 20[]

BETWEEN:

- (1) **LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Preston PR1 8XJ ("the Council")
- (2) [insert name of accessing organisation] of [insert address] ("the Client")

BACKGROUND:

- A. The Council published a contract notice in the Official Journal of the European Union seeking Requests to Participate from prospective providers for the provision of care services in supported housing for people with learning disabilities/autism, mental health needs, a physical disability or sensory impairment under an Approved Provider List ("APL").
- B. On the basis of the Providers' Requests to Participate, the Council admitted Providers onto the APL ("the APL Providers") and entered into APL Agreements to enable them to bid for Service Contracts on a mini competition basis or for Service Contracts to be allocated to the Providers by the Council and other Contracting Bodies in accordance with the Call-off Procedure set out in the APL Agreement.
- C. The Client is a Contracting Body referred to and set out in the OJEU Notice Ref: [insert reference] dated [insert date] who may wish to request Services under the APL Agreement.

Having regard to the obligations set out in this Agreement **IT IS AGREED AS FOLLOWS:**

1. Unless otherwise specified in this Agreement all words, expressions and meanings shall have the same meaning as those set out in the APL Agreement.
2. Any request for Services under the APL Agreement shall be subject to the Client entering into the prescribed form of Service Contract with the APL Provider ("the Service Contract").

THE CLIENT'S OBLIGATIONS

3. The Client confirms and agrees that:
 - 3.1. it has been supplied with and/or has accessed via the Council's procurement portal a copy of the APL Agreement and a copy of the Service Contract together with the Invitation to Participate, the Request to Participate, the Specification and all other annexed and supporting documents and the Client has read and understood the terms therein;
 - 3.2. it will let Service Contracts and select APL Providers in a manner that is compliant with the Public Contract Regulations 2015 and the APL Agreement;
 - 3.3. it will notify the Council when it appoints an APL Provider under a Service Contract and the value of the Service Contract;
 - 3.4. it will, when requested, provide to the Council feedback for individual appointments made by it of the respective APL Provider;
 - 3.5. where the Council commissions Services on behalf of the Client under the APL Agreement but the Client is entirely responsible for funding the Services, the Client shall in respect of those commissioned Services enter into the Service Contract with the chosen APL Provider and the Client shall be responsible for the payment of Charges under that Service Contract.
4. The Client acknowledges that the Council shall have no liability to the Client under this Access Agreement or otherwise in respect of the provision of any Services by an APL Provider to the Client. The suitability of the terms of this Access Agreement, the APL Agreement and/or any Service Contract shall be entirely the responsibility of the Client.
5. The Client acknowledges that it shall be responsible for contract management of all Service Contracts it enters into with APL Providers and the processing of performance management feedback. Where requested by the Council, the Client shall share such contract management information with the Council in the interests of dealing with poor performance levels. Notwithstanding the Client's contract management responsibilities, the Client acknowledges that the Council retains the sole right to suspend a Provider from the APL in accordance with the process set out in the Service Contract and the Suspension Policy.

6. The Client shall indemnify the Council from and against any and all claims arising out of or in connection with any Service Contract that it enters into with an APL Provider.
7. The Client shall not during the period of the APL or any Service Contract or at any time thereafter make use for its own purposes or disclose to any person (except as may be required by law or to its professional advisers for the purposes of this Agreement or for the proper performance of the Services) any contract documents or any confidential, secret or proprietary information therein or in any material provided by the Council or the APL Provider to the Client pursuant to the APL Agreement and/ or any Service Contract or prepared by the APL Provider pursuant to a Service Contract all of which information (including any information disclosed regarding the tender and tender prices) shall be deemed to be and to remain confidential and proprietary.

COUNCIL OBLIGATIONS

8. The Council shall provide such reasonable guidance and advice as requested by the Client on the application and use of the Approved Provider List.
9. Where the Council commissions Services under the APL Agreement for which the Client is responsible for part funding, the Council shall enter into the Service Contract with the APL Provider in respect of those Services and the Client and the Council shall agree a mechanism by which the Council may re-claim from the Client the proportion of the Charges payable under the Service Contract for which the Client is responsible for funding.

TERM

10. This Agreement shall take full force and effect on the date of signature of this Agreement and shall continue until the later of the expiry (or earlier termination of) the APL Agreement or any Service Contract let pursuant to it.

TERMINATION

11. This Agreement may be terminated by either party upon serving three (3) months written notice on the other party.

12. Should either party terminate this Agreement whilst any Service Contracts entered into between the Client and any APL Providers remain in force, the provisions of this Agreement shall equally remain in force until the expiry or earlier termination of those Service Contracts.
13. Notwithstanding clause 12, upon expiry of the notice period in clause 11, the Client shall not be permitted to enter into any further Service Contracts with APL Providers under the APL Agreement.

NOTICES

14. Any notice given under this Agreement shall be in writing and served upon the recipient personally by hand delivery or by first class recorded delivery or special delivery post and shall be deemed served on the day of delivery if delivered by hand or 48 hours after posting if sent by recorded or special delivery post. The address for service of each party shall be the address stated at the head of this Agreement.

ENTIRE UNDERSTANDING

15. This Access Agreement constitutes the entire understanding between the Client and the Council for accessing and calling off services from the APL Agreement.

LAW AND GOVERNANCE

16. This Agreement shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction with regard to all matters arising from it.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed, but not delivered)
until the first date specified on page 1,)
by **LANCASHIRE COUNTY COUNCIL**)
by affixing the common seal in the)
presence of an authorised signatory:

Signature

Name (block capitals)

**Authorised
Signatory**

[Insert relevant execution clause])
Executed as a deed, but not delivered)
until the first date specified on page 1,)
by [] by a director in the)
presence of a witness:

Signature

Name (block capitals)

Director

Witness signature

Witness name (block capitals)

Witness address

.....

.....